



MINUTES

MARCH 7, 2017

BRAZOS COUNTY COMMISSIONERS COURT

REGULAR MEETING

A regular meeting of the Commissioners' Court of Brazos County, Texas was held in the Brazos County Commissioners Courtroom in the Administration Building, 200 South Texas Avenue, in Bryan, Brazos County, Texas, beginning at 10:00 a.m. on Tuesday, March 7, 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 Commissioner Berry
2. Call for Citizen input and/or concerns
There was no citizen's input.

Consider and take action on agenda items 3-20:

3. Resolution 17-006 opposing Senate Bill 2 and proposed revenue caps.
The Court voted unanimously to adopt a Resolution opposing Senate Bill 2 and its

efforts to limit local control and does hereby oppose any attempts to impose additional revenue caps upon Texas counties, and the Commissioners Court of Brazos County, Texas expresses its deep appreciation to all legislators who oppose the measure.

A copy of the resolution is attached.

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

4. Request from the Budget Office for the following personnel request. This request will have an increase to the FY 17 SO-CSISD School Security's Budget in the amount of \$122,924.00.
 - a. Create SRD SGT - CSISD, Class Code 1480 Position 1, Group 25 Step 4, Pay Code 026, Effective March 11, 2017
 - b. Create Cell Phone Allowance for SRD SGT - CSISD, Class Code 1480 Position 1, Pay Code 330, Effective March 11, 2017
 - c. Create SR Deputy - CSISD, Class Code 1481 Position 1, Group 22 Step 2, Pay Code 026, Effective July 1, 2017
 - d. Create Cell Phone Allowance for SR Deputy - CSISD, Class Code 1481 Position 1, Pay Code 330, Effective July 1, 2017
 - e. Create SR Deputy - CSISD, Class Code 1481 Position 2, Group 22 Step 2, Pay Code 026, Effective July 1, 2017
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 - i. Create SR Deputy - CSISD, Class Code 1481 Position 4, Group 22 Step 2, Pay Code 026, Effective July 1, 2017
 - j. Create Cell Phone Allowance for SR Deputy - CSISD, Class Code 1481 Position 4, Pay Code 330, Effective July 1, 2017

5. Approval of the job description for Temporary Attendant, Building and Grounds (Class Code 0832, Position 14) for Expo.

A copy of the job description is attached.

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

6. Amendment to Contract between the Texas Department of State Health Services and Brazos County for access to State wide birth certificate database.

A copy of the amended contract is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner

Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

7. Approval of contract #17-004 Jury Summons Notices with Information Management Solutions, LLC.

A copy of the contract is attached.

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

8. No Award of bid # 17-266 Fence Building.

Purchasing Agent Charles Wendt commented that this is an annual bid, but the Road and Bridge Department did not have enough projects planned for a bid. Mr. Wendt said that they would get quotes and hire on a contract basis as needed.

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

9. Permission to advertise bid # 17-277 Janitorial -Trash Liners.

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

10. Request from Road and Bridge to Amend the (previously approved) Regulations of Brazos County, Texas for the Construction of Driveways and Culverts in County Easements and Rights Of Way to correct permit fees.

A copy of the amended regulations is attached.

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

11. Acceptance of Special Warranty Deed from Bradley Camillus Wade and Shanae Vick as Co-Executors of the Estate of Minnie Louise Wade, deceased; Bradley Camillus Wade and Annie Belle Wade for 0.27 acre of land to be used for constructing a cul de sac at the end of Wade Road. This work is needed in order to accommodate the future closing of the Union Pacific Railroad crossing. Site is located in Precinct 1.

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

12. Consider and take action on the Texas A&M University utility permit to conduct a bore a distance of 1,160 feet and 5 feet deep within 2 feet of the right of way line on Lacy Well Road. Bore will be 6 feet deep under existing drainage crossing. Bore is for a Fiber Optic Cable. Site is located in Precinct 4.

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

13. Consider and take action on the Frontier Communications utility permit to conduct an 80' bore under Smetana Road 275 feet north of SH 21. Work will include placing a cable through bore continuing on 60 feet to the north within 5 feet of the right of way line. Line will maintain a 36 inch minimum depth under the bottom of the ditch and within the right of way. Line is being relocated to accommodate the widening of Smetana Road. Site is located in Precinct 4.

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

14. Consider and take action on the Frontier Communications utility permit to conduct an 80' bore under Smetana Road 295 feet south of the Union Pacific Railroad crossing. Work will include placing a cable through bore continuing on 295 feet to the north within 5 feet of the right of way line. Line will maintain a 36 inch minimum depth under the bottom of the ditch and within the right of way. Line is being relocated to accommodate the widening of Smetana Road. Site is located in Precinct 4.

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

15. Final Plat of Lots 16A and 16B Mesquite Flats; 2.00 Acres; James Curtis, Jr. League, A-12, Being a Replat of Lot 16 Mesquite Flats; Volume 1981, Page 77; Bryan ETJ, Brazos County, Texas. Site is located in Precinct 4.

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

16. Tax Refund Applications for the following:
 - a. Thinh Pham - Overpayment \$412.86
 - b. B/CS Habitat for Humanity - Overpayment \$80.00
 - c. Sandra Todd - Overpayment \$11.80
 - d. Big Diamond Number 1 Inc - Overpayment \$57,792.08
 - e. M.J. Construction - Overpayment \$270.00
 - f. GIGI Mineral Management LTD - Overpayment \$326.54
 - g. Leticia Solis-Montiel - Overpayment \$17.74
 - h. Leticia Solis-Montiel - Overpayment \$43.86
 - i. Georgetown Title Company, Inc. - Overpayment \$97.63

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

17. Commissioners Court minutes for the following dates:

- a. February 6, 2017 - Regular Meeting
- b. February 14, 2017 - Regular Meeting
- c. February 21, 2017 - Regular Meeting
- d. February 28, 2017 - Regular Meeting

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

18. Budget Amendments.

Budget Amendments FY 16/17 23.1 - 23.3

23.1 Transfer funds from Non-Departmental to Sheriff's Office.

23.2 Reallocate funds for County Clerk.

23.3 To set up budget for the SO-CSISD School Security Program.

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

19. 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 Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

20. Payment of Claims.

Claims 7153317-7153571

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

21. Acknowledgement of the 2016 Racial Profiling Report for Brazos County Constable, Pct. 1.

The Court acknowledged receipt of the 2016 Racial Profiling Report for Brazos County Constable, Precinct 1.

22. Sheriff's report on inmate population.

Wayne Dicky, Jail Administrator stated there were 614 inmates in jail, 535 inmates are male and 79 are female, 56 have electronic monitors and 25 are pending for monitors.

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


There were no announcements.

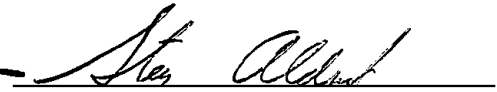
24. Call for Citizen input and/or concerns

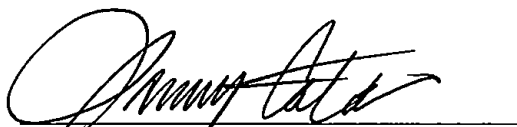
There was no citizen's input.

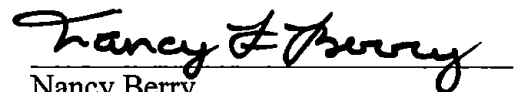
25. Adjourn.

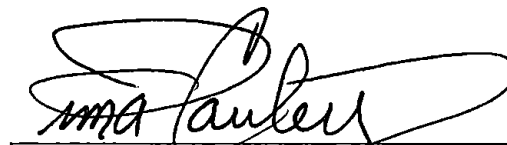
The foregoing minutes of the Commissioners Court meeting held March 7, 2017 have been examined and are approved in open Court this 4th day of April, 2017, in Bryan, Brazos County, Texas.


Duane Peters
County Judge

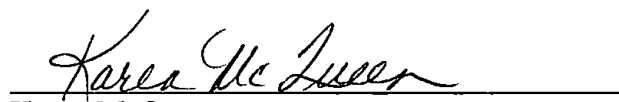

Steve Aldrich
Commissioner, Precinct 1

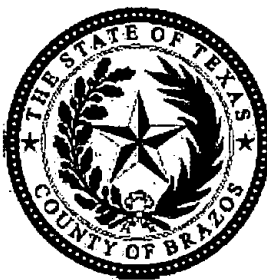

Sammy Catalena
Commissioner, Precinct 2


Nancy Berry
Commissioner, Precinct 3


Irma Cauley
Commissioner, Precinct 4

Attest:


Karen McQueen
County Clerk



**BRAZOS COUNTY
BRYAN, TEXAS**

FILED

2017 MAR -2 P 3:34

KAREN McQUEEN, COUNTY CLERK
BRAZOS COUNTY, TEXAS
Karen McQueen

NOTICE OF MEETING AND AGENDA

BRAZOS COUNTY COMMISSIONERS COURT

**THE COMMISSIONERS COURT OF BRAZOS COUNTY WILL MEET IN
REGULAR SESSION ON MARCH 7, 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 Commissioner Berry
2. Call for Citizen input and/or concerns

Consider and take action on agenda items 3-20:

3. Resolution 17-006 opposing Senate Bill 2 and proposed revenue caps.
4. Request from the Budget Office for the following personnel request. This request will have an increase to the FY 17 SO-CSISD School Security's Budget in the amount of \$122,924.00.
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Position 3, Pay Code 330, Effective July 1, 2017

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Budget Amendments FY 16/17 23.1 - 23.3

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Personnel Action Forms

20. Payment of Claims.

21. Acknowledgement of the 2016 Racial Profiling Report for Brazos County Constable, Pct. 1.

22. Sheriff's report on inmate population.

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

24. Call for Citizen input and/or concerns

25. 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

7th DAY OF March, 2017
10:00 (AM) PM, _____

Name

(PLEASE PRINT)

John WorkmanPatty MontalbanCheryl CoffmanJeff ReevesCandy GallegoCharles A. JonesBethany JonesNina MeansIrene JeffBill BallardMelissa PerezWM. CHARLES WENDTJennifer SalazarD. LopezMegan Mason

Organization

(PLEASE PRINT)

County Clerk's OfficeCo. Clerk's OfficeComm. CourtConservable Per. 1Comm. CourtChaplainCJBudgetBudgetCHInt. Sec.PURCH.HRB & C PdrAnd to

BRAZOS COUNTY COMMISSIONER'S COURT

7th DAY OF March, 2017
10:00 AM/PM, _____

Name

(PLEASE PRINT)

LAURAT DAVIS

Josh Hearen

W. D. Duff

Pat Lutz

ALAN MUNKER

ERIC CALDWELL

Organization

(PLEASE PRINT)

TREAS

S.O.

SC

Self
B.C.C.O #3

R.B.

IT



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 3/7/2017
ITEM: Resolution 17-006 opposing Senate Bill 2 and proposed revenue caps.
TO: Commissioners Court
DATE: 03/02/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Resolution-Senate Bill 2.pdf](#)

Description

Resolution

Type

Cover Memo



Resolution

Opposition to Senate Bill 2 and Revenue Caps

- WHEREAS** the Texas Legislature has previously considered and rejected proposals for additional revenue caps on counties; and
- WHEREAS** 60 percent of the average taxpayer's property tax burden is due to school taxes while only 14 percent is due to county taxes; and
- WHEREAS** revenue caps would diminish local control and tie the hands of county officials and limit their ability to provide essential services to address the needs and emergencies of their citizens; and
- WHEREAS** county government is already struggling to meet the demands of under-funded and unfunded state mandates such as indigent health care and indigent defense and federal mandates such as the Help America Vote Act and the Clean Air Act; and
- WHEREAS** the demands on county budgets continue to increase including health care, motor fuel, road materials, and all other products and services purchased by counties; and
- WHEREAS** artificial appraisal caps or revenue caps will result in a shift of taxes from rapidly appreciating properties to those remaining relatively stable in value and to all non-residential properties; and
- WHEREAS** artificial revenue caps will result in a shift of taxes from fluctuating properties, such as oil and gas, to those remaining relatively stable in value, such as residential properties; and
- WHEREAS** revenue caps will not necessarily result in a reduction of property taxes but will result in a severe impact on county services; and
- WHEREAS** Senate Bill 2 also contains many provisions that will undermine a property tax system based upon fair market value and will result in a distorted, inequitable appraisal scheme under which higher value properties will avoid their fair share of the tax burden; and
- WHEREAS** it would be inequitable for the Texas Legislature to impose additional revenue caps on local governments without funding, repealing, and prohibiting state unfunded mandates.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Brazos County, Texas does hereby express its opposition to efforts to Senate Bill 2 and its efforts to limit local control and does hereby oppose any attempts to impose additional revenue caps upon Texas counties, and the Commissioners Court of Brazos County, Texas expresses its deep appreciation to all legislators who oppose this unsound measure.

DULY PASSED AND ADOPTED this 7th day of March, 2017 in Bryan, Brazos County, Texas.

Duane Peters
County Judge

Commissioner Steve Aldrich
Precinct 1

Commissioner Sammy Catalena
Precinct 2

Commissioner Nancy Berry
Precinct 3

Commissioner Irma Cauley
Precinct 4



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 3/7/2017

ITEM: Request from the Budget Office for the following personnel request. This request will have an increase to the FY 17 SO-CSISD School Security's Budget in the amount of \$122,924.00.

- a. Create SRD SGT - CSISD, Class Code 1480 Position 1, Group 25 Step 4, Pay Code 026, Effective March 11, 2017
- b. Create Cell Phone Allowance for SRD SGT - CSISD, Class Code 1480 Position 1, Pay Code 330, Effective March 11, 2017
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- j. Create Cell Phone Allowance for SR Deputy - CSISD, Class Code 1481 Position 4, Pay Code 330, Effective July 1, 2017

TO: Commissioners Court

FROM: Irene Jett

DATE: 03/01/2017

FISCAL IMPACT: True

BUDGETED: False

DOLLAR AMOUNT: \$122,924.00

BUDGET DETAIL: 0100-41074300 - Fees-SHF Security Patrol
0100-28000200 - SO-CSISD School Security

SOURCE OF FUNDS: The College Station Independent School District will be reimbursing the County on a quarterly basis for actual expenditures as provided in the ILA.

NOTES/EXCEPTIONS: On February 28, 2017, Brazos County Commissioners' Court approved Order 17-001, Order for Emergency Amendment, per Section 111.70 of the Local Government Code, for the School Resource Deputy positions. The signed Order 17-001 is attached, as well as the signed School Resource Deputy Interlocal Agreement Between Brazos County and the College Station Independent School District.

ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

File Name

[ILA w CSISD SRD.pdf](#)
[SRD Emergency Order.pdf](#)

Description

ILA with Brazos County and CSISD
Order 17-001

Type

Backup Material
Backup Material

BRAZOS COUNTY, TEXAS
REQUESTED POSITION CONTROL CHANGES TO PROPOSED BUDGET
CSISD SRD Program - Prorated
For the Year Ending September 30, 2017

Letter Date: 2/8/2017
 Effective Date: 3/11/2017
 Agenda Date: 3/7/2017

Effective Date:		3/11/2017																	
Agenda Date:		3/7/2017																	

BRAZOS COUNTY, TEXAS
REQUESTED POSITION CONTROL CHANGES TO PROPOSED BUDGET
CSISD SRD Program - Prorated
For the Year Ending September 30, 2017

Letter Date: 2/8/2017
 Effective Date: 3/11/2017
 Agenda Date: 3/7/2017

		Basic	Pay	Budget	Biweekly/ Hourly		Base Budget	Increase/ (Decrease)	Increase/ (Decrease)	Increase/ (Decrease)	Increase/ (Decrease)	Increase/ (Decrease)	Unemploy ment	Medical/ Dental
Depart.	Title	Class	Post.	Group	Steps	Code	Hours	Rate	Salary + Merit	Salaries	FICA	Retirement	W/C	
5	Request: Create Position													
	From: CSISD SRD Program									516300000	53100000	53200000	53800000	53900000 Medical/Flex
	To:													
	28000200 SR Deputy - CSISD	1481	2	22	2	026	520	23.84	12,397.00	12,397.00	948.00	1,736.00	234.00	- 2,945.00
	RESULT: Increase													
								Actual	12,396.80					
	NET RESULT:	18,260.00												Effective 7/1/2017 with 3 months of insurance.
6	Request: Create Cell Phone Allowance													
	From: CSISD SRD Program									516300000	53100000	53200000	53800000	53900000 Medical/Flex
	To:													
	28000200 SR Deputy - CSISD	1481	2	NA	NA	330	12	40.00	480.00	480.00	37.00	67.00	9.00	- -
	RESULT: Increase													
								Actual	480.00					
	NET RESULT:	593.00												Effective 7/1/2017 with 3 months of cell phone allowance.
7	Request: Create Position													
	From: CSISD SRD Program									516300000	53100000	53200000	53800000	53900000 Medical/Flex
	To:													
	28000200 SR Deputy - CSISD	1481	3	22	2	026	520	23.84	12,397.00	12,397.00	948.00	1,736.00	234.00	- 2,945.00
	RESULT: Increase													
								Actual	12,396.80					
	NET RESULT:	18,260.00												Effective 7/1/2017 with 3 months of insurance.
8	Request: Create Cell Phone Allowance													
	From: CSISD SRD Program									516300000	53100000	53200000	53800000	53900000 Medical/Flex
	To:													
	28000200 SR Deputy - CSISD	1481	3	NA	NA	330	3	40.00	120.00	120.00	9.00	17.00	2.00	- -
	RESULT: Increase													
								Actual	120.00					
	NET RESULT:	148.00												Effective 7/1/2017 with 3 months of cell phone allowance.

BRAZOS COUNTY, TEXAS
REQUESTED POSITION CONTROL CHANGES TO PROPOSED BUDGET
CSISD SRD Program - Prorated
For the Year Ending September 30, 2017

Letter Date: 2/8/2017
Effective Date: 3/11/2017
Agenda Date: 3/7/2017

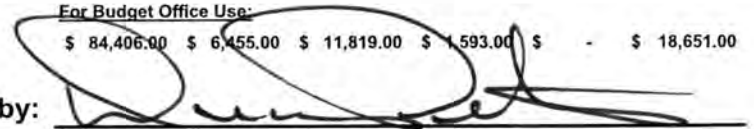
Effective Date:		3/11/2017						Biweekly/		Base		Increase/		Increase/		Increase/		Increase/		Increase/	
Agenda Date:		3/7/2017				Basic		Pay		Budget		Hourly		Budget		(Decrease)		(Decrease)		(Decrease)	
														Salary +							
Depart.		Title		Class		Post.		Group		Steps		Code		Hours		Rate		Merit		Salaries	
																				FICA	
																				Retirement	
																				W/C	
																				Unemploy	
																				ment	
																				Medical/	
																				Dental	
9 Request:		Create Position																			
From:		CSISD SRD Program																		516300000	
																				53100000	
																				53200000	
																				53800000	
																				53900000	
																				Medical/Flex	
To:																					
28000200		SR Deputy - CSISD		1481		4		22		2		026		520		23.84		12,397.00		12,397.00	
RESULT:		Increase																		948.00	
																				1,736.00	
																				234.00	
																				-	
																				2,945.00	
										</											

For Budget Office Use:

\$ 84,406.00 \$ 6,455.00 \$ 11,819.00 \$ 1,593.00 \$ - \$ 18,651.00

Total Cost \$ 122,924.00 Increase to FY 17 Budget

Approved by:



Letter Date: 2/8/2017
Effective Date: 3/11/2017
Agenda Date: 3/7/2017

Effective Date: 3/11/2017		Agenda Date: 3/7/2017				Basic	Pay	Budget	Biweekly/ Hourly	Base Budget	Increase/ (Decrease)	Increase/ (Decrease)	Increase/ (Decrease)	Increase/ (Decrease)	Increase/ (Decrease)			
Depart.	Title	Class	Post.	Group	Steps	Code	Hours		Rate	Salary + Merit	Salaries	FICA	Retirement	W/C	Unemploy ment	Medical/ Dental		
1	Request: From:	Create Position CSISD SRD Program										516300000	53100000	53200000	53800000	53900000	Medical/Flex	
	To:										-							
	28000200	SRD SGT - CSISD	1480	1	25	4	026	2080	29.05	60,424.00	60,424.00	4,622.00	8,459.00	1,142.00	-	11,778.00		
	RESULT:	Increase																
												Actual	60,424.00					
	NET RESULT:	86,425.00	Effective as soon as it is approved (3/11/2017)															
2	Request: From:	Create Cell Phone Allowance CSISD SRD Program										516300000	53100000	53200000	53800000	53900000	Medical/Flex	
	To:										-							
	28000200	SRD SGT - CSISD	1480	1	NA	NA	330	12	40.00	480.00	480.00	37.00	67.00	9.00	-	-		
	RESULT:	Increase																
												Actual	480.00					
	NET RESULT:	593.00	Effective as soon as it is approved (3/11/2017)															
3	Request: From:	Create Position CSISD SRD Program										516300000	53100000	53200000	53800000	53900000	Medical/Flex	
	To:										-							
	28000200	SR Deputy - CSISD	1481	1	22	2	026	2080	23.84	49,588.00	49,588.00	3,793.00	6,942.00	937.00	-	11,778.00		
	RESULT:	Increase																
												Actual	49,587.20					
	NET RESULT:	73,038.00	Effective 7/1/2017															
4	Request: From:	Create Cell Phone Allowance CSISD SRD Program										516300000	53100000	53200000	53800000	53900000	Medical/Flex	
	To:										-							
	28000200	SR Deputy - CSISD	1481	1	NA	NA	330	12	40.00	480.00	480.00	37.00	67.00	9.00	-	-		
	RESULT:	Increase																
												Actual	480.00					
	NET RESULT:	593.00	Effective 7/1/2017															

BRAZOS COUNTY, TEXAS
REQUESTED POSITION CONTROL CHANGES TO PROPOSED BUDGET
CSISD SRD Program - Annual
For the Year Ending September 30, 2017

Letter Date: 2/8/2017
 Effective Date: 3/11/2017
 Agenda Date: 3/7/2017

Effective Date:	3/11/2017															
Agenda Date:	3/7/2017															

BRAZOS COUNTY, TEXAS
REQUESTED POSITION CONTROL CHANGES TO PROPOSED BUDGET
CSISD SRD Program - Annual
For the Year Ending September 30, 2017

Letter Date: 2/8/2017
 Effective Date: 3/11/2017
 Agenda Date: 3/7/2017

Effective Date:	3/11/2017											Increase/	Increase/	Increase/	Increase/	Increase/			
Agenda Date:	3/7/2017											(Decrease)	(Decrease)	(Decrease)	(Decrease)	(Decrease)			
		Basic	Pay	Budget	Biweekly/	Base													
					Hourly	Budget													
									Salary +										
									Merit										
Depart.	Title	Class	Post.	Group	Steps	Code	Hours	Rate		Salaries	FICA	Retirement	W/C	Unemploy	Medical/				
															Dental				
9	Request: Create Position																		
	From: CSISD SRD Program										516300000	531000000	532000000	538000000	539000000	Medical/Flex			
	To:																		
	28000200 SR Deputy - CSISD	1481	4	22	2	026	2080	23.84	49,588.00	49,588.00	3,793.00	6,942.00	937.00	-	11,778.00				
	RESULT: Increase																		
										Actual	49,587.20								
	NET RESULT:	73,038.00								Effective 7/1/2017									

10	Request: Create Cell Phone Allowance																		
	From: CSISD SRD Program										516300000	531000000	532000000	538000000	539000000	Medical/Flex			
	To:																		
	28000200 SR Deputy - CSISD	1481	4	NA	NA	330	12	40.00	480.00	480.00	37.00	67.00	9.00	-	-				
	RESULT: Increase																		
										Actual	480.00								
	NET RESULT:	593.00								Effective 7/1/2017									

For Budget Office Use:

\$ 261,176.00 \$ 19,979.00 \$ 36,562.00 \$ 4,935.00 \$ - \$ 58,890.00

Total Cost \$ 381,542.00 Increase to FY 17 Budget

Approved by: _____



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources NUMBER:
DATE OF COURT MEETING: 3/7/2017
ITEM: Approval of the job description for Temporary Attendant, Building and Grounds (Class Code 0832, Position 14) for Expo.
TO: Commissioners Court
DATE: 03/02/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

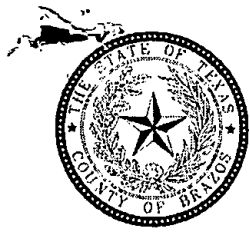
[Class Code 0832 Position 14.pdf](#)

Description

Class Code 0832, Position 14

Type

Cover Memo



Brazos County Job Description

Last Updated: September 2012

Terry Peck

PBS 14

5

Template Revision 1.2 08/15/2012

Class Number:	832	Title:	Temporary Attendant, Building & Grounds (1040 hrs.)
Pay Group:	09	Department:	Exposition Complex
FLSA Status:	Non Exempt	Reports To:	Event Coordinators & All Managers
Approved Date:	10/01/2016	EEOC Category:	Service / Maintenance
Position End Date:	09/30/2017	Temporary Employee Signature:	x <i>24 R Peck</i>

X

General Summary:

Performs and monitors daily operational responsibilities including janitorial duties, responsibilities and maintenance of the Brazos County Exposition Complex including setting-up, cleaning and tearing-down events.

Essential Duties:

Operates light to moderate equipment such as tractors with implements, forklifts and skid steer loaders; Sets up/tears down rodeo equipment, horse stalls, cattle ties, panels and pens; Sets up/tears down meeting and event rooms, including stages, dance floors, tables, chairs and equipment and assists with the sound/electrical system setup and/or tear down; Cleans meeting and event rooms, including sweeping, vacuuming and taking out trash; Cleans restrooms, including using commercial chemicals to remove stains/odors and keeps them free of litter; Buffs and scrubs floors as needed and instructed. Keeps all floors dusted, mopped, and vacuumed; Changes light bulbs and distributes supplies as necessary; Assists in painting and other maintenance projects as necessary; Operates a vacuum cleaner and hand cleaning materials, supplies and equipment; Cleans windows, doors, floors, water fountains, and furniture; Empties and cleans waste receptacles and properly disposes of trash; Assists visitors in a polite manner during events at the Exposition Complex; Keeps janitorial and storage areas clean and organized; Must be willing to work various hours as needed including some nights, weekends, holidays, etc.; Communicates with Exposition Complex administrative assistant/secretary regarding janitorial supply inventory; Assists as necessary in inventory control including equipment and consumables.

Other Duties as assigned. (1%)

Supervision

Received: Event Coordinators & All Managers

Given: This is a non-supervisory position.

Education

Required: High school graduation or its equivalent; or any equivalent combination of education and experience that provides the required knowledge, skills and abilities.

Preferred:

Experience

Required: At least one year of related work experience.

Preferred: Some experience in operating a tractor and/or other light to moderate equipment is preferred.

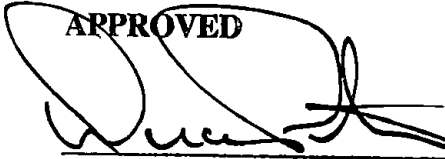
Certificates, Licenses, Registrations

Required: None.

Preferred:

<i>Physical Demands</i>	<p>Typical: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to sit; use hand to finger, handle, or to 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 100 pounds, such as bags of mulch and rocks. Specific vision abilities required for this job include close vision, distance vision, and the ability to adjust focus.</p>
<i>Knowledge, Skills, & Abilities</i>	<p>Typical: Safe operation of custodial and maintenance equipment, including the safe use of commercial cleaning chemicals. Ability to follow oral and written instructions; ability to learn the proper use of janitorial equipment and supplies; ability to make minor repairs; ability to communicate and work effectively with co-workers; ability to perform physical and strenuous work; and an ability to understand and follow Brazos County safety policies.</p>
<i>Work Environment</i>	<p>Typical: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is frequently loud. The employee is constantly required to work closely with others as a part of a team to perform multiple tasks simultaneously, and switch from one task to another. The employee is frequently required to work under time pressures and meet deadlines. The employee may be exposed to extreme weather conditions.</p>

APPROVED


 Duane Peters
 County Judge

3/7/17
 Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 3/7/2017

ITEM: Amendment to Contact between the Texas Department of State Health Services and Brazos County for access to State wide birth certificate database.

TO: Commissioners Court

DATE: 02/21/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[DSHS_Contract_001.tif](#)

Description

Amendment to Contract

Type

Cover Memo

**DEPARTMENT OF STATE HEALTH SERVICES
AMENDMENT NO. 01**

The Department of State Health Services ("DSHS") and Brazos County ("Contractor") agree to amend Contract No. 537-16-0090-00001 (Contract), which was effective on September 1, 2015. This amendment will be denominated as Contract No. 537-16-0090-00001A.

I. The Parties agree to amend Article II. Term of the Contract to extend the end of the contract term to August 31, 2018.

II. The Parties agree to delete Article IV. Statement of Work, Section B. in its entirety, and replace it with the following:

Contractor will search DSHS databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by DSHS. Contractor will take reasonable efforts to ensure use of the TER Remote System is not abused by its staff. Abuse of the access to confidential information in the TER Remote System may be cause for termination of this Contract in accordance with Section IX.K.

III. The Parties agree to delete Article VI. Billing, Section B., and replace with the following:

Contractor will direct any billing inquiries either by phone to 512-776-7428 or email to lori.pate@dshs.state.tx.us.

IV. The parties agree to delete Article VIII. Representatives and replace with the following:

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

DSHS (Previous)	DSHS (New)
Texas Department of State Health Services Contract Oversight and Support Attn: Princess Lindsay Mail Code 1326 P.O. Box 149347 Austin, TX 78714-9347 Phone: 512-776-3713 Email: Princess.Lindsav@dshs.state.tx.us	Texas Department of State Health Services DCP/RLHS Contract Management Unit Attn: Lori Pate Mail Code 1982 P.O. Box 149347 Austin, TX 78714-9347 Phone: 512-776-7428 Email: Lori.Pate@dshs.state.tx.us

- V. This Amendment No. 01 shall be effective as of the date last signed below.
- VI. Except as amended and modified by this Amendment No. 01, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
- VII. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS


SIGNATURE PAGE FOR AMENDMENT No. 01
DSHS CONTRACT No. 537-16-0090-00001A

DEPARTMENT OF STATE HEALTH
SERVICES


Mike Maples
Assistant Deputy Commissioner

Date of Execution: 2-17-17

BRAZOS COUNTY


By: _____
Name: Duane Peters
Title: County Judge

Date of Execution: 3/7/17



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 3/7/2017

ITEM: Approval of contract #17-004 Jury Summons Notices with Information Management Solutions, LLC.

TO: Commissioners Court

FROM: Christy Norton

DATE: 03/01/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR ALTERNATIVES: Approval of contract #17-004 Jury Summons Notices, reference Travis County contract # 4400003179, with Information Management Solutions, LLC.

ATTACHMENTS:

File Name

[IMS Service Contract-Travis County.pdf](#)

[Jury Summons Services Prices.docx](#)

[17-004 Jury Summons -
Service Contract.pdf](#)

Description

IMS Service Contract - Travis County

Jury Summons Services Prices - Brazos County

17-004 Jury Summons services contract

Type

Backup Material

Backup Material

Cover Memo

**JURY SUMMONS NOTICES
CONTRACT**

**BRAZOS COUNTY PURCHASING DEPT.
200 S. Texas Ave., Ste. 352
Bryan, Texas 77803
Telephone (979) 361-4294**

**IQ Request No. 17-004
Page 1 of 7 Pages**

GENERAL REQUIREMENT FOR CONTRACT

I, Thomas Kelly Dowe as a duly authorized representative of: Information Management Solutions "Contractor" willingly attests to perform (or deliver) as per **Exhibit "A" Printing and Mailing Services Prices** and **Exhibit "B", Contract #4400003179** with **Travis County**, for Brazos County, with the term of March 7, 2017 to February 25, 2018. I further agree to all of the provisions and specifications contained in this contract.

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Brazos County Commissioners Court. Should there be a change in ownership or management; the contract shall be terminated unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices.

AWARD.

Brazos County reserves the right to award this contract on the basis of **LOWEST AND BEST OFFER** in accordance with the laws of the State of Texas; to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids.

CONTRACT OBLIGATION

Brazos County Commissioners Court must award the contract and Brazos County Judge or other person authorized by Brazos County Commissioners Court must sign the contract before it becomes binding on Brazos County or the offerors. Department heads are **NOT** authorized to sign contracts for Brazos County. Binding contracts shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

QUANTITIES

The quantities specified in this contract are estimates only. Brazos County does not guarantee to purchase any minimum quantities or services other than those listed on a purchase order.

CONTRACT RENEWALS

Renewals may be made **ONLY** by written agreement between Brazos County and the offeror. Any and all price escalations shall not be accepted and shall be considered a non-response.

TKD

HOLD HARMLESS AGREEMENT

Contractor, the successful offeror, shall indemnify and hold Brazos County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this contract. Certification of such coverage must be provided to Brazos County upon request.

INSPECTIONS & TESTING

Acceptance of merchandise, work, and/or equipment provided shall be made by Brazos County at the sole discretion of the Commissioners Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to Brazos County of any and all documentation as may be required.

ADDITION/MODIFICATION OF LOCATIONS OR SERVICES

Brazos County reserves the right to add locations as these additional locations may be required. Locations to be added may include, but not limited to, expansions or additions to existing facilities and acquisition or construction of new properties. In the event that Brazos County makes significant structural changes to an existing facility that impacts the Contractor's cost in providing the services anticipated by this contract such change may be treated as a new facility and the procedures provided for in this section may be followed in determining an appropriate price.

In the event Brazos County wishes to add other locations to a group under the Contract, a quotation will be solicited from the incumbent Contractor in good standing for the group in which the new location is appropriately situated.

In the event Brazos County shall sell, vacate, abandon, or otherwise dispose or terminate a location to which the contract applies, all existing contracts for services applicable to such location, the portion of this contract that applies to such locations is terminated. All remaining portions of the contract will remain intact. Brazos County will endeavor to give the Contractor written notice of such termination of locations a minimum of thirty (30) days in advance.

INVOICES & PAYMENTS

Payments to Contractors will not be made if the Contractor cannot produce a Brazos County Purchase Order. Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, shall be corrected by the Contractor. When multiple deliveries and/or services are required, the offeror may invoice following each delivery or performance of service and Brazos County will pay on invoice within thirty (30) days upon receipt of invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. The Contractor will provide an invoice for each month in which Brazos County is responsible for payment, during the duration of the contract. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or Social Security number as applicable. This information must be on file with Brazos County Auditor's office.

Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service. **Retainage of 5% will be withheld from each invoice for the duration of the contract until the County accepts the work as 100% complete and receives all warranties, manuals, releases of lien and other closeout documents. Upon acceptance by the County, retainage will be released to the contractor.**

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

TAXES

Brazos County is exempt from all federal excise, state and local taxes unless otherwise stated in this contract. Brazos County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to Brazos County Purchasing Agent.

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall contract, Brazos County's interpretation shall govern. In the event of a conflict between the terms, conditions, provisions, and specifications of this contract and any other terms, conditions, provisions, and specifications provided by the Contractor; the terms of this contract shall supersede.

GOVERNING LAW

This bid solicitation is governed by the competitive bidding requirements of Brazos County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazos County may request and rely on advice, decisions and opinions of the Attorney General of Texas and Brazos County Attorney concerning and portion of these requirements.

DISQUALIFICATION OF OFFEROR

Upon signing this contract, an offeror offering to sell supplies, materials, services, or equipment to Brazos County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Brazos County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected.

If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a Contractor from submitting multiple bids for different products or services.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

TERMINATION

Brazos County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Brazos County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Brazos County's satisfaction and/or to meet all other obligations and requirements. Brazos County may terminate the contract without cause upon thirty (30) days written notice.

POLICY REQUIREMENTS FOR CERTIFICATE OF INSURANCE

CONTRACTOR'S INSURANCE

The Contractor(s) before starting work for Brazos County, must furnish Brazos County a Certificate of Insurance or other acceptable evidence from a reputable insurance company or companies with an A.M. Best Rating of AA@ (such companies to be acceptable to Brazos County) licensed to write insurance in the state of Texas, showing that the Contract is covered by the insurance as follows:

- (1) Statutory Workers Compensation Insurance with Employers Liability Insurance in the amount of \$1,000,000. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. (TLC Sec. 401.011)

- (2) Commercial General Liability Insurance with a \$ 2,000,000 Combined Single Limit. The policy shall be on the Comprehensive General Liability 1986/90 occurrence form, and shall include coverage for acts of independent contractors, and shall name Brazos County as an additional insured. Waiver of subrogation is required. No claims made policies are acceptable without prior approval by the Commissioners Court/Risk Management.
- (3) Automobile Public Liability Insurance with a \$1,000,000 Combined Single Limit, in all self-propelled vehicles used in connection with the contract, whether owned, non-owned or hired. Waiver of subrogation is required.

The Certificate of Insurance furnished to Brazos County shall contain a provision that coverage under such policies shall not be canceled or materially changed until at least 30 days prior written notice has been given to Brazos County.

LIMITATIONS

The parties are aware that there are constitutional and statutory limitations on the authority of Brazos County to enter into certain terms and conditions of the contract, including, but not limited to, authorizations of the placement of liens on Brazos County property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any contract terms and conditions related to the Limitations will not be binding on Brazos County except to the extent authorized by the laws and Constitution of the State of Texas.

COVERAGES/WAGES

Nothing in this contract shall be construed as making Brazos County responsible for the payment of compensation and/or any benefits for Contractor including health, property, motor vehicle, workers' compensation, disability, death, and dismemberment insurance for the Contractor's employees and/or equipment. Nothing in the contract shall be construed as making Brazos County responsible for wages, materials, logistical support, equipment, and related travel expenses incurred by the Contractor.

SOVEREIGN IMMUNITY

The parties understand that Brazos County does not waive or relinquish any immunity or defense on behalf of itself, officers, employees, agents, and volunteers as a result of its execution of this contract and the performance of the covenants contained herein. Further, Brazos County is not responsible for any civil liability that arises from any act or omission made within the course and scope of this contract. The Parties understand and agree that Brazos County does not assume civil liability under any theory of law for the actions of the Contractor in providing services hereunder.

NOTICES

Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

**BRAZOS COUNTY:
Brazos County, Texas
Duane Peters, Brazos County Judge
200 South Texas Avenue, Suite 332
Bryan, Texas 77803**

CONTRACTOR:

Sales Contact Name:

Phone Number:

Billing Info:

ASSIGNABILITY

This contract may not be assigned without the prior written permission of Brazos County.

FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of Brazos County are expressly contingent upon the availability of funding for the obligations contained herein for the term of the contract and any extensions thereto.

WAIVERS

No waiver by either party hereto of any term or condition of this contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

ENTIRE CONTRACT

This contract represents the entire and integrated agreement between Brazos County and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This contract may only be amended by written instrument approved and executed by the parties.

AVAILABILITY AND RETENTION OF RECORDS

All records relating to the service provided under this contract and supporting documentation for invoices submitted to Brazos County by the Contractor shall be retained and made available by the Contractor for audit by Brazos County, its duly authorized representatives, the State of Texas (including, but not limited to the Auditor of the State of Texas, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government. Such records shall be returned by Contractor and made available for any time period required by state or federal law. If changes occur in the governing state or federal law, regarding retention records, Contractor shall comply with such changes. If an audit is initiated before the expiration of such time periods required by state or federal law regarding retention of records, the Contractor shall retain such records until the audit is concluded and all issues resolved. Contractor shall provide Brazos County with copies of such audits that be conducted with respect to the contract.

AUDIT RESPONSIBILITY

The Contractor shall be responsible for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this contract.

The Contractor shall repay to Brazos County the full amount received for duplicate billings, erroneous billings, false or deceptive claims. The Contractor recognizes and agrees that Brazos County may withhold any money due and recover through any appropriate method any money erroneously paid under this contract if evidence exists of less than full compliance with this contract.

INDEMNIFICATION

The Contractor shall defend, indemnify and save harmless Brazos County and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorney's fees expenses brought for or on account of any injuries or damages received or sustained by any person or persons or property, by or from the said Contractor or his employees or by or in consequence of any negligence in safeguarding the work, or through the use of unacceptable materials in construction of the work, or by or on account of any act of omission, the Worker Compensation Law or any other law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered necessary by Brazos County may be retained for the use of Brazos County, or in case no money is due, his sureties shall be held until suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished Brazos County. Contractor shall defend, indemnify and save harmless Brazos County, its officers, agents and employees in accordance with this indemnification clause regardless of whether the injury or damage is caused in part by Brazos County, its officers, agents or employees.

CERTIFICATION OF BID AND NON-DEBARMENT

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <https://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

The undersigned further affirms the non-debarment statement above, that they are duly authorized execute this contract, that this bid has not been prepared in collusion with any other vendor, and that the contents of this bid have not been communicated to any other vendor prior to the official opening of this bid.

Signed By: Thomas Kelly Dowe Title: Vice President

Typed Name: Thomas Kelly Dowe

Company Name: Information Management Solutions LLC Phone No. 210-826-4994

Email Address: Kelly@Totalims.com

Mailing Address: 2416 BROCKTON, Suite 105, San Antonio, TX 78217
P. O. Box or Street City State Zip

Employer Identification Number: 74-2766148

Social Security Number: N/A

Approved by Commissioner's Court on this 7th day of March 2017 by
[Signature] holding the position of Brazos County Judge

**CONTRACT
AWARD**

**TRAVIS COUNTY
PURCHASING OFFICE
700 LAVACA STREET, SUITE 800
AUSTIN, TEXAS 78701**



THIS CONTRACT IS ENTERED INTO BETWEEN TRAVIS COUNTY AND THE CONTRACTOR NAMED BELOW, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CHAPTER 262 OR 271, IN ACCORDANCE WITH THE REFERENCED SOLICITATION.

CONTRACT NO: 4400003179		SOLICITATION NO: 1611-002-SC	DATED: February 21, 2017
CONTRACT AMOUNT: Estimated Quantity		DELIVERY DATE OR TERM OF CONTRACT: February 26, 2017 – February 25, 2018	
CONTRACTOR: Information Management Solutions, LLC 2416 Brockton, Ste. 105 San Antonio, TX 78248 ATTN: John Reed	CODE: 1000002504	AWARDED AS TO ITEM(S): All Items	

REMARKS

Scope of Contract: The contractor shall provide Printing and Mailing Services, Option 2, in accordance with the Terms, Conditions and Specifications of the contract.

THIS CONTRACT ISSUED PURSUANT TO AWARD MADE BY COMMISSIONERS COURT ON February 21, 2017

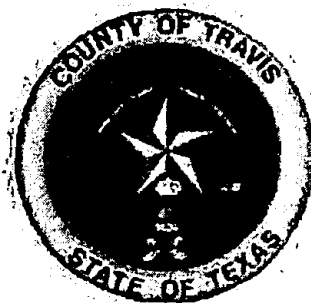
CYD V. GRIMES, C.P.M., CPPA
COUNTY PURCHASING AGENT

2-22-17
DATE

**Bid Tabulation Packet
for
Solicitation 1611-002-SC**

PRINTING AND MAILING SERVICES

Bid Designation: Regional



Travis County

Information Management Solutions, LLC

Bid Contact Silas Green
 kelly@totalims.com
 Ph 210-843-0623

Address 2416 Brockton #105
 SAN ANTONIO, TX 78217

Qualifications CISV

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attach	Docs
1611-002-SC-01-01	Process Jury Summons	Supplier Product Code:	First Offer - \$0.061 Text: six point one cents each	240000 / each	\$14,640.00 Text: fourteen thousand six hundred forty and no/100 dollars	Y
1611-002-SC-01-02	Voter Certificates Mailing	Supplier Product Code:	First Offer - \$0.0352 Text: three point five two cents each	575000 / each	\$20,240.00 Text: twenty thousand two hundred forty and no/100 dollars	Y
1611-002-SC-01-03	Voter Certificates Mailing	Supplier Product Code:	First Offer - \$0.0359 Text: three point five nine cents each	175000 / each	\$6,282.50 Text: six thousand two hundred eighty two and 50/100 dollars	Y
1611-002-SC-01-04	Voter Confirmation Cards Mailing	Supplier Product Code:	First Offer - \$0.062 Text: six point two cents	150000 / each	\$9,300.00 Text: nine thousand three hundred and 00/100	Y
1611-002-SC-01-05	Processing of District Clerk Cost Statements - 1 image	Supplier Product Code:	First Offer - \$0.09 Text: nine point zero cents	8000 / each	\$720.00 Text: seven hundred twenty and 00/100 cents	Y
1611-002-SC-01-06	Processing of District Clerk Cost Statements - 2 images	Supplier Product Code:	First Offer - \$0.12 Text: twelve cents each	10000 / each	\$1,200.00 Text: one thousand two hundred and 00/100 dollars	Y
1611-002-SC-01-07	Processing of District Clerk Cost Statements - 3 images	Supplier Product Code:	First Offer - \$0.16 Text: sixteen cents each	10000 / each	\$1,600.00 Text: sixteen hundred and 00/100 dollars	Y
1611-002-SC-01-08	Double Window #10 Envelope	Supplier Product Code:	First Offer - \$0.0215 Text: two point one five cents each	260000 / each	\$5,590.00 Text: five thousand five	Y

hundred
ninety and
00/100 dollars

1611-002-SC-01-09	Precinct Notification Cards	Supplier Product Code:	First Offer - \$0.0492 Text: four point nine two cents each	11644 / each	\$572.8848 Text: five hundred seventy two and 88/100 dollars	Y
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1611-002-SC-01-10	Process of Warrant Cards	Supplier Product Code:	First Offer - \$0.0398 Text: three point nine eight cents each	11644 / each	\$463.4312 Text: four hundred sixty three and 43/100 dollars	Y
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1611-002-SC-01-11	Data Processing - Precinct Notification Cards	Supplier Product Code: Supplier Notes: Included in the printing and mailing, prices for all items offered by IMS for this RFP.	First Offer - \$0.00 Text: zero point zero cents per card	1 / each	\$0.00 Text: no charge	Y
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1611-002-SC-01-12	Programming - Precinct Notification Cards	Supplier Product Code:	First Offer - \$105.00 Text: one hundred five dollars per hour	1 / hour	\$105.00 Text: one hundred five and 00/100 dollars per hour	Y
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1611-002-SC-01-13	Graphics - Form Changes - Precinct Notification Cards	Supplier Product Code:	First Offer - \$60.00 Text: sixty dollars per hour	1 / hour	\$60.00 Text: sixty dollars and 00/100 dollars per hour	Y
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1611-002-SC-01-14	Letters on Turquoise Paper - Precinct Notification Cards	Supplier Product Code: Supplier Notes: Does not appear to	First Offer - \$0.05 Text: five cents per page	1 / each	\$0.05 Text: five cents	Y
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apply to
Precinct
Notification
Cards.
However,
pricing for
one page
of color
paper
printed
with one
letter
image on
one side is
offered in
this RFP by
IMS.

1611-002-SC-01-15	Second Notice Jury Summons	Supplier Product Code:	First Offer - \$0.0765 Text: seven point six five cents each	25000 / each	\$1,912.50 Text: one thousand nine hundred twelve and 50/100 dollars	Y
Item #	Line Item	Notes	Unit Price	Qty/Unit	Arch. Docs	
1611-002-SC-02-01	OPTION TWO: All Materials Provided By Contractor: Process Jury Summons	Supplier Product Code:	First Offer - \$0.072 Text: seven point seven two cents each	240000 / each	\$17,280.00 Text: seventeen thousand two hundred and 00/100 dollars	Y
1611-002-SC-02-02	OPTION TWO: All Materials Provided By Contractor: Voter Certificates Mailing	Supplier Product Code:	First Offer - \$0.0397 Text: three point nine seven cents each	575000 / each	\$22,827.50 Text: twenty two thousand eight hundred twenty seven and 50/100 dollars	Y
1611-002-SC-02-03	OPTION TWO: All Materials Provided By Contractor: Voter Certificates Mailing	Supplier Product Code:	First Offer - \$0.0415 Text: four point one five cents each	175000 / each	\$7,262.50 Text: seven thousand two hundred sixty two and 50/100 dollars	Y
1611-002-SC-02-04	OPTION	Supplier	First Offer - \$0.123	150000 / each	\$18,450.00	Y

TWO: All Materials Provided By Contractor: Voter Confirmation Cards Mailing

Product Code:

Text: twelve point two three cents each

Text: eighteen thousand four hundred fifty and 00/100 dollars

1611-002-SC-02-05	OPTION	Supplier	First Offer - \$0.09	8000 / each	\$720.00	Y
	TWO: All Materials Provided By Contractor: Processing of District Clerk Cost Statements - 1 image	Product Code:	Text: nine point zero cents each		Text: seven hundred twenty and 00/100 dollars	

1611-002-SC-02-06	OPTION	Supplier	First Offer - \$0.12	10000 / each	\$1,200.00	Y
	TWO: All Materials Provided By Contractor: Processing of District Clerk Cost Statements - 2 images	Product Code:	Text: twelve point zero cents each		Text: one thousand two hundred and 00/100 dollars	

1611-002-SC-02-07	OPTION	Supplier	First Offer - \$0.16	10000 / each	\$1,600.00	Y
	TWO: All Materials Provided By Contractor: Processing of District Clerk Cost Statements - 3 images	Product Code:	Text: sixteen point zero cents each		Text: one thousand six hundred and 00/100 dollars	

1611-002-SC-02-08	OPTION	Supplier	First Offer - \$0.0215	260000 / each	\$5,590.00	Y
	TWO: All Materials Provided By Contractor: Double Window #10 Envelope	Product Code:	Text: two point one five cents each		Text: five thousand five hundred ninety and 00/100 dollars	

1611-002-SC-02-09	OPTION	Supplier	First Offer - \$0.0492	11644 / each	\$572.8848	Y
	TWO: All Materials Provided By Contractor: Precinct Notification Cards	Product Code:	Text: four point nine two cents each		Text: five hundred seventy two and 88/100 dollars	

1611-002-SC-02-10	OPTION	Supplier	First Offer - \$0.0398	11644 / each	\$463.4312	Y
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TWO: All
Materials
Provided By
Contractor:
Process of
Warrant
Cards

Product
Code:

Text: three point nine eight cents each

Text: four
hundred sixty
three and
43/100 dollars

1611-002-SC-02-11	OPTION	Supplier	First Offer - \$0.00	1 / each	\$0.00	Y
	TWO: All	Product	Text: no charge		Text: no charge	
	Materials	Code:				
	Provided By	Supplier				
	Contractor:	Notes:				
	Data	Include in				
	Processing -	the				
	Precinct	printing				
	Notification	and				
	Cards	mailing				
		charge for				
		the				
		notification				
		cards.				

1611-002-SC-02-12	OPTION	Supplier	First Offer - \$105.00	1 / hour	\$105.00	Y
	TWO: All	Product	Text: one hundred five dollars per hour		Text: one	
	Materials	Code:			hundred five	
	Provided By				and 00/100	
	Contractor:				dollars	
	Programming					
	- Precinct					
	Notification					
	Cards					

1611-002-SC-02-13	OPTION	Supplier	First Offer - \$60.00	1 / hour	\$60.00	Y
	TWO: All	Product	Text: sixty dollars per hour		Text: sixty and	
	Materials	Code:			00/100 dollars	
	Provided By					
	Contractor:					
	Graphics -					
	Forms					
	Changes -					
	Precinct					
	Notification					
	Cards					

1611-002-SC-02-14	OPTION	Supplier	First Offer - \$0.05	1 / each	\$0.05	Y
	TWO: All	Product	Text: five point zero cents each		Text: five cents	
	Materials	Code:				
	Provided By	Supplier				
	Contractor:	Notes:				
	Letters on	Includes				
	Turquoise	one page				
	Paper -	of colored				
	Precinct	paper and				
	Notification	one print				
	Cards	image.				
		Records				

do not
reflect that
any of
these
were
processed
previously.

1611-002-SC-02-15	OPTION	Supplier	First Offer - \$0.0765	25000 / each	\$1,912.50	Y
	TWO: All	Product	Text: seven point six five cents each		Text: one	
	Materials	Code:			thousand nine	
	Provided By				hundred twelve	
	Contractor:				and 50/100	
	Second				dollars	
	Notice Jury					
	Summons					

Lot Total \$78,043.866

Supplier Total \$140,730.232

Supplier: Information Management Solutions, LLC



SOLICITATION NO. 1611-002-SC

PRINTING AND MAILING SERVICES

DOCUMENTS ARE DUE PRIOR TO:

Feb 6, 2017 11:00:00 AM CST

LATE BIDS WILL BE RETURNED UNOPENED

DOCUMENTS MAY BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

DOCUMENTS MAY BE MAILED OR DELIVERED TO :

Travis County Purchasing Office
700 Lavaca Street, Suite 800
Austin TX 78701

Bids will be opened publicly and read in the Office of the Travis County Purchasing Agent. If mailed or delivered in person, write the bid number on the envelope in the lower left corner.

Time Critical Bid/Proposal Deliveries: Travis County does not guarantee that any bid/proposal sent Priority Mail will be picked up and delivered by the closing date and time. It is recommended that critical bid/proposal deliveries be made either electronically or in person.

SPECIFICATIONS

1. **Scope:** Travis County is seeking bids for a term contract for printing & mailing services. Contractor's primary business must be high-speed laser imprinting and project mailings. **This contract may not, at any time, be subcontracted to a third party.** All Travis County applications (Court Statements, Jury Summons, Warrant Roundup, Voter Cards, Precinct Cards, Tax Receipts and other letters and notices) must comply with the USPS Move Update requirements. The nature of this solicitation is very sensitive; subcontracting to third parties will dilute the direct relationship between contractor and customer thereby increasing the possibility for miscommunication and errors. All services must be conducted in-house at contractor's primary office location to maintain efficiency. Samples of the mailings are attached.

2. **Description:** Travis County requests bids on two scenarios:

First, Travis County has a print shop and is able to provide Jury Summonses, Voter Certificates and Confirmation Cards, & Warrant Round-Up cards forms with static data pre-printed. All envelopes, including return mail, will be provided to the contractor by Travis County. The contractor will print the variable data on one side of the form provided and process the mailing to achieve the maximum postage discount.

Second, the contractor will not be provided forms and will print the Jury Summonses, Voter Certificates and Confirmation Cards on their own and process the mailing to achieve the maximum postage discount. All envelopes, including return mail, will be provided to the contractor by Travis County. Travis County will still provide Warrant Round-Up cards forms with static data pre-printed. All envelopes, including return mail, will be provided to the contractor by Travis County. The contractor will print the variable data on one side of the Warrant Round-Up form provided and process the mailing to achieve the maximum postage discount.

Contractor must have the ability to host a PDF image of any item to be printed and mailed on an Internet site hosted and managed by the Contractor. The PDF images must be available to Travis County within 24 hours of print data being approved. The images would only be for internal use by Travis County personnel. Travis County must have a least five (5) concurrent viewing licenses to the Web site hosting the PDF images. No proprietary software must be required to view the hosted PDF images.

3. **Monthly Jury Summons:** Contractor to print variable data on one side and static data on the other side of 8.5x11 paper. The pieces then are folded and stuffed into County-provided #10 envelopes and mailed. The mailing of Jury Summonses is a continuous operation. Pursuant to Texas Statutes, the Court is required to summon potential jurors at least fourteen (14) days prior to their reporting date. The County will require the successful contractor to print and process between 10,000 and 20,000 units per month (estimated minimum quantity) as directed by the Travis County District Clerk. Contractor shall comply with all Texas statutes and/or directions given by the Court and/or the Travis County District Clerk. Contractor shall simplex laser imprint the name and address, and juror number in a numerical format with a corresponding three (3) of nine (9) bar code (black laser ink) on an 8.5x11 sheet of white uncoated paper. (Exhibit B).

Contractor must provide a live data sample to the District Clerk prior to each month's printing for approval. Additionally, contractor will fold, seal, and insert individual units to meet U.S. Postal Service automated specifications. Travis County will provide postage. Contractor will sort the mail for maximum postage discounts and will deliver the mail to the USPS. Contractor must be able to accept the data in the following formats:

Internet (email or FTP)
CD-ROM

Contractor must have secure computer terminals and be able to read the necessary computer software as instructed by the County (without charge). Contractor will update addresses with the National Change of Address (NCOA) data. Contractor will CASS Certify, and apply Postnet Zip-plus-4 barcoding. Contractor must maintain 20,000 pieces of summons stock and envelopes, at contractor's location.

4. **Voter Registration Certificates & Confirmations:** The Texas Secretary of State (SOS) mandates these mailings. The Contractor produces the voter registration certificate form per the SOS specifications and will include the color and all static data. The vendor will print the variable data provided by Travis County Information Department (ITS), cut the cards, and mail them. (Exhibit D). **Contractor will update addresses with the National Change of Address (NCOA) data.**
 - A. 575,000 Voter Certificates: currently 3-up on 8 ½ x 14" card stock. The Texas Secretary of State mandates the dimensions and appearance of cards. These are mass mailed.
 - B. 175,000 Voter Certificates: for weekly mailings
 - C. 150,000 Voter Confirmation Cards: dual-sided printed matter, white 67# velum briston, 1/1 (black front & back), approx. 6" X 12" + 3/8" tab before folding, black ink, one perforation, two scores, glue strip on 3/8" tab.
5. **Precinct Notification Cards:** Printed four (4) up from letter size stock and cut to final size each of 4.25" x 5.5" on 90# white index stock provided by contractor. Addressee's name and address (variable data) printed on front side and with Travis County indicia mark. Back side is a fixed form relating to individual precincts. To include cass and pave (mail certification & presorting). **Contractor will update addresses with the National Change of Address (NCOA) data.**
6. **District Clerk Statements:** Laser print one to three images simplex on 20# bond paper provided by contractor. Insert statement into a #10 standard window envelope with inside tint and pre-printed indicia provided by contractor. To include cass & pave. **Contractor will update addresses with the National Change of Address (NCOA) data.**
7. **Warrant Round Up Cards:** Laser print on 8.5" x 11" card stock and cut cards. Travis County provides name and address files via FTP to vendor. Vendor must NCOA the file and return NCOA change report to Travis County. To include cass and pave.
8. **Second Notice Jury Summons:** Laser print duplex 1/1 on 100# white index postcard stock and cut cards to 4.25" X 5.5" finished size. Vendor must NCOA the file and return NCOA change report to Travis County. To include cass and pave.

Revised 2/1/17

SPECIAL PROVISIONS

SCOPE OF CONTRACT: This is a firm fixed-price, estimated quantity contract calling for delivery of the services and items identified in the Item Response Form at the stated prices submitted by the bidder. Upon acceptance of a bid by Travis County Commissioners and issuance of a Contract Award by the Travis County Purchasing Agent, Bidder shall be obligated to deliver the services at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein. The quantities stated in the Item Response Form are the best estimates of Travis County's needs for a one (1) year period. They represent a realistic estimate based on past consumption for purposes of securing a bid price. The quantities are not firm and are not hereby ordered or called for. Actual requirements will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

Travis County is not obligated to order products or services not covered by this contract and the County is free to secure those requirements from other sources in accordance with applicable purchasing statutes.

TERM OF CONTRACT: This contract shall be for a twelve (12) month period commencing upon award by the Travis County Commissioners Court or February 25, 2017, whichever is later with three (3) one (1) year options to renew.

OPTION TO EXTEND: County may unilaterally extend this Contract for (i) three (3) additional one (1) year periods and (ii) three (3) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), and all provisions of this Contract, except for term and price, shall remain unchanged and in full force and effect. County shall exercise an Option to Extend no sooner than ninety (90) calendar days prior to expiration of the then current term. The total term of this Contract, including the Options to Extend, shall not exceed fifty-one (51) months. County shall have the right to exercise all or a portion of the Options to Extend in any combination it deems necessary.

METHOD OF AWARD: Award, if any, will be made to the responsible bidder(s) submitting the lowest bid price(s) for the item(s) as specified and meeting all the requirements of this Invitation for Bid. Travis County reserves the right to award on a "Group" or an "All or None" basis. All items within a group must be bid in order to be awarded that group.

QUALIFICATIONS & EXPERIENCE: Bidder must be located within 200 statute miles of Travis County offices. Bidder must have a least three (3) years of experience providing the following services within the State of Texas:

Printing and mailing Jury Summonses
Texas Voter Registration Certificates
Processing Jury Wheels

Provide reference from the county (or counties) for which the Bidder has provided such services. Please include a description of the services provided.

Bidder must have key personnel currently on staff with experience in printing and mailing Jury Summonses, Texas Voter Registration Certificates, and processing Jury Wheels. Bidder shall provide the names and experience of those who would be doing the day-to-day processing of these items.

PRE-AWARD SURVEY: After bid opening and before award, County reserves the right to perform a pre-award inspection of the bidder's facilities, equipment, products, and inventory to be used in performance of

this contract. Bidder agrees to allow all reasonable requests to his or her facilities with 2 days advance notice. Bidders not meeting the requirements regarding facilities, equipment, product specifications, service requirements, and inventory will be disqualified.

PICK-UP AND DELIVERY: If the option of the Contractor providing all of the materials is chose for award by Travis County, the Contractor shall maintain a stock of envelopes and forms that are supplied by the County. The data will be sent normally between the 5th and 25th of the month. County requires a three-day turnaround time for the processing of data, to print and then mail.

INVOICES: Upon completion of all work, Contractor shall submit all invoices to:

Travis County Auditor's Office
P.O. Box 1748
Austin, Texas 78767
AP@traviscountytexas.gov

And cc:
Travis County Correctional Complex
Attn: Paula Beatty
P.O. Box 1748
Austin, Texas 78767
Paula.beatty@traviscountytexas.gov

INTERLOCAL AGREEMENTS:

Travis County may, at its discretion, enter into Interlocal Agreements with other area entities to allow them to use the terms and conditions of this contract. These other agencies will execute a separate agreement with and place its orders directly with the Successful Bidder, and the Successful Bidder will bill each agency directly for any services that they order. Participating agencies agree to pay the Successful Bidder directly for charges it incurs through its participation. Each participating agency will be responsible for all issues related to the Successful Bidder's compliance with conditions of delivery and the quality of the purchased services.

SUBCONTRACTING:

Subcontractors providing service under the contract shall meet the same service requirements and provide the same quality of service required of the successful bidder. No subcontract under the purchase order shall relieve the primary successful bidder of responsibility for the services. The successful bidder shall be the only contact for Travis County and subcontractor(s).

The successful bidder shall manage all quality and performance, project management, and schedules for subcontractors. The successful bidder shall be held solely responsible and accountable for the completion of all work for which the successful bidder has subcontracted.

Travis County retains the right to check subcontractor's background and make a determination to approve or reject the use of submitted subcontractor(s). Any negative responses may result in disqualification of the subcontractor. Travis County reserves the right to request the removal of successful bidder's subcontractor staff deemed unsatisfactory by Travis County.

Subcontracting shall be at the successful bidder's expense.

During the term of the purchase order, if the successful bidder determines a need for a subcontractor change, Travis County shall be notified in writing by the successful bidder within seven (7) days of any proposed change. The successful bidder shall be required to provide references and work history for any proposed subcontractor to Travis County. No change will be allowed without written authorization by Travis County.

COMPLIANCE WITH APPLICABLE LAW:

For projects authorized under this contract which has Federal and/or State funding, Contractor shall comply with all applicable federal, state and local laws, regulations and ordinances related in any way to this Contract. Contractor shall notify the County in writing of any failure to comply with such laws, regulations, or ordinances, where such failure affects in any way Contractor's ability to provide services(s) under this Contract. Contractor shall provide all invoice and other project related documents for Federal and/or State funded projects as outlined in the project's final approved proposal/scope.

OPTION TO ADD OR DELETE:

County may add or delete location(s) as needed. Travis County Treasurer's Office will notify contractor of scheduled addition or deletion of location(s). If a location(s) is added, contractor shall provide a quote per specifications supplied by the Treasurer's Office for armored car services. If a location is deleted, contractor will remove location and any charges pertaining to that location from the route schedule.

CONTRACT MANAGER: The County department named below shall act as contract manager on behalf of Travis County:

Travis County Correctional Complex
3614 Bill Price Road
Del Valle, Texas 78617
Taylor Masters
(512) 854-9103

ECONOMIC ADJUSTMENT:

The successful bidder may submit a request for a contract pricing adjustment for approval by the Purchasing Agent if the successful bidder can show just cause substantiating an adjustment. The successful bidder's request must include evidence in the form of a certified statement or affidavit from the supplier, manufacturer or other relevant source that explains the price adjustment, effective date, and any other details requested by the Purchasing Agent. An approved adjustment request will be effective after a contract modification document has been signed by the Contractor and the Purchasing Agent. The original contract pricing will be effective until the date specified in the contract modification. If an issue regarding an adjustment request is not resolved, the Purchasing Agent reserves the right to seek competition from other sources.

INSURANCE:

Contractor shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance

The following requirements apply to the Contractor and to Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed or admitted in the State of Texas with an A.M. Best rating of B+ VIII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to County immediately upon execution of this Contract.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.
- E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. County shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. County reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

III. Specific Requirements

The following requirements (II.A - II.G, inclusive) apply to the Contractor and Subcontractor(s) performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
 - \$500,000 bodily injury each accident
 - \$500,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:
 - \$1,000,000* per occurrence for coverage A and B with a
 - \$2,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

C. Business Automobile Liability Insurance†

1. Coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
 - c. Travis County named as additional insured (Form TE 9901B)

F. Pollution/Environmental Insurance

1. Minimum Limit: \$ 1,000,000 per occurrence
2. If coverage is written on claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.
3. Policy shall also include the following endorsements in favor of Travis County

- a. Waiver of Subrogation
- b. Thirty (30) day Notice of Cancellation
- c. Travis County named as additional insured

DOCUMENTATION:

Bidder shall submit the following documents with his bid, or at a minimum, subsequent to bid opening, as applicable. HOWEVER, IT SHOULD BE UNDERSTOOD BY ALL BIDDERS THAT TRAVIS COUNTY RESERVES THE RIGHT TO REJECT BID SUBMISSIONS THAT DO NOT CONTAIN ALL OF THE DOCUMENTATION DETAILED BELOW.

1. Notarized Ethics Affidavit (With Bid)
2. Historically Underutilized Business (HUB) Declaration (With Bid)
3. List of Certified HUB Subcontractors (With Bid)
4. References
5. Certificate of Insurance (Upon Request)
6. Certificate of Interested Parties 1295 For (With Bid)

Single Information Management System

Rev. October 2016

GENERAL PROVISIONS of INVITATION FOR BIDS (IFB)

1.0 GENERAL DEFINITIONS

- 1.1 "Auditor" means the Travis County Auditor or her designee.
- 1.2 "Commissioners Court" means Travis County Commissioners Court.
- 1.3 "Contract" means the contract awarded pursuant to the Invitation for Bids.
- 1.4 "Contractor" means a person or firm receiving an award of contract from Commissioners Court.
- 1.5 "County" means Travis County, Texas, a political subdivision of the State of Texas.
- 1.6 "County Building" means any County owned buildings and does not include buildings leased by County.
- 1.7 "Historically Underutilized Business" or "HUB" means any entity or association formed to make a profit in which one (1) or more persons who are educationally or economically disadvantaged because of their identification as members of one of the following groups: African Americans, Hispanic Americans, Asian Pacific Americans, Native Americans or Women of any ethnicity have the following rights:
 - 1.7.1 own at least fifty-one percent (51%) of all classes of shares or other equitable securities and have incidents of ownership, including an interest in profit and loss, equivalent to the percentage of capital, equipment or expertise contributed to the business where ownership is measured as though the community property interest of a spouse is the separate property of that spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, and his or her community property, and not as if it is subject to the community property interest of the other spouse; and
 - 1.7.2 have a proportionate interest and demonstrated active participation in the control, operation and management of the business's affairs; where control means having recognized ultimate control over all day-to-day decisions affecting the business, and is be known to, and at least tacitly acknowledged in day-to-day operations by employees of the business and by those with whom business is conducted, and holding a title commensurate with that control.
- 1.8 "Is doing business" and "has done business" mean:
 - 1.8.1 Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - 1.8.2 Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - 1.8.3 But does not include:
 - 1.8.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
 - 1.8.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and
 - 1.8.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.
- 1.9 "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- 1.10 "Purchasing Agent" means the Travis County Purchasing Agent.
- 1.11 "Sub-contractor" means a person or firm doing business with a Contractor.

- 2.0 FUNDING.** Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Travis County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.
- 3.0 FUNDING OUT.** Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.
- 4.0 INVOICING/PAYMENTS**
- 4.1** Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- 4.2** As a minimum, invoices shall include:
- 4.2.1** name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address;
 - 4.2.2** County Contract or Purchase Order number;
 - 4.2.3** Identification of products or services as outlined in this Contract;
 - 4.2.4** quantity or quantities, applicable unit prices, total prices, and total amount; and
 - 4.2.5** any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- 4.3** Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
- County Auditor
P.O. Box 1748
Austin, Texas 78767
- 4.4** Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
- 4.5** Accrual and payment of interest on overdue payments shall be governed by TEX. GOV'T CODE ANN., ch. 2251.
- 5.0 COUNTY TAXES.** If the Contractor subsequently becomes delinquent in the payment of County taxes, that will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.
- 6.0 PROMPT PAYMENT ACT.** Accrual and payment of interest on overdue payments will be governed by Chapter 2251 of the Texas Government Code.
- 7.0 FOB POINT.** Delivery of all products under this contract shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.
- 8.0 INSPECTION AND ACCEPTANCE.** The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
- 9.0 VARIATION IN QUANTITY.** No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
- 10.0 OFFICIALS NOT TO BENEFIT.** If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment, supplies, or services from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an

increase in dividends distributed generally to members of the association.

11.0 NONDISCRIMINATION

- 11.1 **Compliance with Regulations:** Seller shall comply with the requirements relative to nondiscrimination in Federally-Assisted programs including Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.), and 49 CFR Part 21, both as explained in Federal Transit Administration (FTA) Circular 4702.1A, as they may be amended ("the Regulations") which are herein incorporated by reference and made a part of this PO.
- 11.2 **Nondiscrimination:** Regarding the work performed by Seller under this PO, it shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Seller shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices.
- 11.3 **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 11.4 **Sanctions for Noncompliance:** If Seller does not comply with the nondiscrimination provisions of this PO, County shall impose the sanctions that it determines are appropriate, including, but not limited to, withholding of payments to Seller under the PO until Seller complies, or cancellation, termination or suspension of the PO, in whole or in part.
- 11.5 **Incorporation of Provisions:** Seller shall include the provisions of sections 13e (regarding information and reports) and 11 (regarding nondiscrimination) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant to them.

12.0 CHANGES

- 12.1 This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
- 12.2 Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Agent. The purchasing Agent shall present Contractor's requests to Commissioners Court for consideration.

13.0 REPRESENTATIONS

- 13.1 Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
- 13.2 The Contractor's delivery time includes weekends and holidays.
- 13.3 Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
- 13.4 Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
- 13.5 The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance. Contractor shall provide all

from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19.0 NON-WAIVER OF DEFAULT

19.1 No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. NO OFFICIAL, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY MAY WAIVE ANY BREACH OF ANY TERM OR CONDITION OF THIS CONTRACT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.

19.2 All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20.0 TERMINATION FOR DEFAULT. Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Agent or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Agent or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21.0 TERMINATION FOR CONVENIENCE. County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Agent. County shall not be liable for loss of any profits anticipated under this Contract.

22.0 GRATUITIES. Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

23.0 COVENANT AGAINST CONTINGENT FEES. Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24.0 COUNTY ACCESS. Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25.0 FORFEITURE OF CONTRACT

information and reports required by the Regulations or directives issued pursuant to them. Contractor shall permit access to its books, records, accounts, other sources of information and its facilities as County may determine to be pertinent to ascertain compliance with these Regulations, orders, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Seller shall so certify to the County, as appropriate, and shall state what efforts it has made to obtain the information.

13.6 Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Agent. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

13.7 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees and established commercial selling agencies maintained by the Contractor to secure business. For breach of this warranty, County shall have the right to terminate this contract without liability, or in its discretion to deduct from the contract price, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.

14.0 SUBCONTRACTS

14.1 Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.

14.2 If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Agent. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15.0 ASSIGNMENT

15.1 The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF COUNTY HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT UNDER THIS CONTRACT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY COMMISSIONERS COURT.

15.2 The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.

15.3 Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Agent shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

16.0 **DISPUTES AND APPEALS.** The Purchasing Agent acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

17.0 **MEDIATION.** When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18.0 **FORCE MAJEURE.** If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused

- 25.1 The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
- 25.2 The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
- 25.3 The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

26.0 CONTRACTOR CLAIMS NOTIFICATION

- 26.1 If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
 - 26.1.1 The existence of the claim, or other action;
 - 26.1.2 The name and address of the person, firm, corporation or their entity that made a claim, or that instituted any type of action or proceeding;
 - 26.1.3 The alleged basis of the claim, action or proceeding;
 - 26.1.4 The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - 26.1.5 The name or names of any person against whom this claim is being made.
- 26.2 Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

27.0 **CERTIFICATION OF ELIGIBILITY.** This provision applies if the anticipated Contract exceeds \$25,000. By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Travis County Purchasing Agent. Failure to do so may result in terminating this Contract for default.

28.0 **CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION.** Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

29.0 CONSTRUCTION OF CONTRACT

- 29.1 This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Travis County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Travis County, Texas.
- 29.2 If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- 29.3 Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
- 29.4 When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- 29.5 Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- 29.6 Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall

be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30.0 ADDITIONAL GENERAL PROVISIONS

- 30.1 Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
- 30.2 Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- 30.3 Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
- 30.4 Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.
- 30.5 In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County buildings.
- 30.6 Contractor shall give consideration to recycled boxes, water soluble peanuts, and other products that replace bubble wrap and petroleum based peanuts which are harmful to the environment.

31.0 INTERPRETATION OF CONTRACT

- 31.1 This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Agent. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
- 31.2 If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
 - 31.2.1 The Schedule of Items/Services
 - 31.2.2 Terms and Conditions of Invitation for Bids;
 - 31.2.3 General Provisions;
 - 31.2.4 Other provisions, whether incorporated by reference or otherwise; and
 - 31.2.5 The specifications.
- 31.3 If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
- 31.4 This contract shall be governed by the laws of Texas and all obligations are performable in Travis County, Texas.
- 31.5 If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- 31.6 Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- 31.7 The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- 31.8 Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32.0 MODIFICATIONS

- 32.1 The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
 - 32.1.1 Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
 - 32.1.2 Method of shipment or packing.

32.1.3 Place of deliveries.

32.1.4 Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.

32.1.5 Description of items to be provided.

32.1.6 Time of performance (i.e. hours of day, days of week, etc.)

32.2 If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Agent decides that the facts justify it, the County Purchasing Agent may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed

33.0 **DESIGNATED COUNTY HOLIDAYS.** Travis County will not accept deliveries on days designated as holidays by Travis County, unless specific prior arrangements have been made. Travis County shall provide a list of the holidays designated for each year upon request. Travis County usually designates 11 days each year as holidays and below is a list of the days usually designated:

HOLIDAY	DAY(S) USUALLY CELEBRATED
New Year's DayJanuary 1st or Monday after if it falls on a weekend
Martin Luther King, Jr. Day3rd Monday in January
President's Day3rd Monday in February
Memorial Day4th Monday in May
Independence DayJuly 4th or Monday after if it falls on a weekend
Labor Day1st Monday in September
Veteran's DayNovember 11th or Monday after, if it falls on a weekend
Thanksgiving Day4th Thursday AND Friday in November
Christmas SeasonDecember 25th AND either day before or day after whichever allows a four day weekend, if possible

34.0 **PRICE CHANGES.** The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Travis County substantiating the changes to the bid prices. Any price changes must be approved by Travis County.

35.0 **CERTIFICATE OF INTERESTED PARTIES**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties form to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The form discloses any interested parties who have a controlling interest (10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiate the terms of the contract (broker, intermediary, advisor, and/or attorney), if any. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015 and new rules (Chapter 46) on November 30, 2015.

The successful contractor will be required to submit a signed and notarized 1295 form to the Travis County Purchasing Office prior to the award of this bid and/or prior to signing a contract with the County. The successful contractor will be required to download the form and complete it via the Texas Ethics Commission's website at:

<https://www.ethics.state.tx.us/forms/1295.pdf>

For more information and an instructional video go to:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The "Identification number" to be used on the 1295 form for this procurement is:

(enter the solicitation number here)

All prospective bidders shall familiarize themselves with this requirement and agree to provide the completed Form 1295 if selected as the successful bidder for this procurement.

Rev. October 2016

BIDDING INSTRUCTIONS FOR INVITATION FOR BIDS (IFB)

- 1.0 **PREPARATION OF BIDS.** Bids will be prepared in accordance with the following:
 - 1.1 Bidders must thoroughly examine the drawings, specifications, schedule, instructions and all other IFB documents.
 - 1.2 Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions.
 - 1.3 All information required by the bid form must be furnished. The bidder must print or type his name and manually sign and return three individual copies of the Invitation for Bids.
 - 1.4 Alternate bids will not be considered unless authorized by the Invitation for Bids.
 - 1.5 Bidder must not include federal nor Texas limited sales, excise and use taxes in bid prices since the County is exempt from payment of such taxes. (TEX. TAX CODE ANN. 151.309 (Vernon Supp. 1995))
 - 1.6 If no entry is made in the "BIDDING ON" blank after each item, if used, the Contractor shall furnish the exact brand name and model number specified in the item description.
- 2.0 **DESCRIPTION OF SUPPLIES.** Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive unless otherwise noted, and is used only to indicate type and quality of material. Bidders must state exactly what they intend to furnish.
- 3.0 **CLARIFICATION OR OBJECTION TO BID SPECIFICATION.** If any person contemplating submitting a bid for this contract is in doubt about the true meaning of any part of the specifications or other bid documents, he may submit a request for clarification to the Purchasing Agent. All requests for clarification must be in writing and delivered to the Purchasing Agent at least 5 days before the scheduled bid opening. The person submitting the request is responsible for delivering it on time. Interpretations of the bid will only be made by Bid Amendment, which will be provided to each person receiving a set of bid documents. Any objection to the specifications and requirements in this bid must be filed in writing with the Purchasing Agent at least 5 days before the scheduled bid opening. Bidders cannot rely on any explanation or interpretation that is not in compliance with this paragraph.
- 4.0 **PRE-BID CONFERENCE.** This section applies if a pre-bid conference is included in the solicitation requirements:
 - 4.1 By submitting a bid, the bidder warrants that he/she is fully satisfied that these specifications, as amended if applicable, accurately describe or indicate that all conditions, site or otherwise, have been taken into account in determining the bid price(s). There will be no increase in the contract price based upon a bidder's misunderstanding or lack of knowledge about the intent of this solicitation.
 - 4.2 Bidders are encouraged to attend the Pre-Bid conference and make their attendance a matter of record by completing a sign-in roster identifying the prospective bidder, name, and title of their attending representative.
 - 4.3 The purpose of the Pre-Bid Conference is to insure:
 - 4.3.1 A clear understanding of County needs,
 - 4.3.2 The accuracy of specifications, descriptions, and solicitation terms, conditions, and documents,
 - 4.3.3 Identifying any problems that might prevent obtaining the proper services or equipment/supplies, at a fair and reasonable price, or any issues that inhibit a fair and accurate solicitation or restrict competition.
 - 4.4 Bidders having questions concerning specifications should submit them in writing to the County Purchasing Agent at the address shown on Page 1 of this solicitation. Questions should be submitted not later than one week preceding the date set for the Pre-Bid Conference so that appropriate information may be researched and made available during the Pre-Bid Conference to all concerned.
 - 4.5 Any changes resulting from the Pre-Bid Conference affecting specifications, the scope of work, or which may require an extension to the bid opening date will be reduced to writing in the form of an amendment to this solicitation. Such amendment will be disseminated to all prospective bidders.

- 5.0 **SUBMISSION OF BIDS.** Travis County uses RFP Depot to distribute and receive bids and proposals. There will be **NO COST** to the vendor for bids or proposals conducted by Travis County. Bids can be submitted electronically through RFP Depot or by hard copy. Refer to www.rfpdepot.com for further information. Should you choose to submit your bid by hard copy, Bids and Bid Amendments must be enclosed in **SEALED ENVELOPES** and delivered to the Purchasing Agent at the address within. The **NAME AND ADDRESS OF BIDDER**, the **DATE OF THE BID OPENING**, **MATERIAL OR SERVICES BID ON**, and the **IFB NUMBER** must be placed on the outside of the envelope.
- 5.1 Bids must be submitted in triplicate on the forms furnished. Other bid forms are not acceptable. Telegraphic bids will not be considered; however, bids may be modified by telegraphic notice if it is received before the time and date set for the bid opening and specific bid prices are not exposed by the amendment.
- 5.2 Bidder warrants that his price shall remain firm and subject to acceptance by the Commissioners Court for a period of 60 calendar days after bid opening date, unless otherwise indicated in his bid.
- 5.3 When stipulated by the Invitation for Bids, bidder must submit a Bid Bond in an amount equal to 5% of his bid. Bid Bond must be submitted with the bid in the form of a **SURETY BID BOND** executed with a Surety Company authorized to do business in Texas, **CASHIERS CHECK**, **OR IRREVOCABLE LETTER OF CREDIT**, made payable to Travis County. Bid Bond in each form shall be conditioned on the successful bidder executing a contract and providing a Performance Bond, if required. Bid Bonds shall be returned 10 days after either contract award or the successful bidder providing a Performance Bond, if required, whichever is later.
- 5.4 Bidders are required to submit their bids upon the following express conditions. No plea of ignorance by the bidder of conditions that exist or that may exist as a result of failure or omission by the bidder to make the necessary investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the County or the compensations to the contractor.
- 5.5 The bidder must provide unit prices where required and if a conflict between the unit price and total price exists, the unit price shall govern.
- 6.0 **BID PRICES.** Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and shall not include Federal or State of Texas sales, excise and use taxes. Bidder must include any and all cost in the delivered unit price entered in the Schedule of Items.
- 7.0 **WITHDRAWAL OF BIDS.** Bidders may not withdraw their bid after the time set for bid opening, unless approved by the Commissioners Court.
- 8.0 **LATE BIDS OR MODIFICATIONS.** The Purchasing Agent will not accept bids and modifications to bids received after the time set for bid opening.
- 9.0 **REJECTION OF BIDS.** County may reject a bid if it is not satisfactory to Commissioners Court.
- 9.1 No bid submitted shall be favorable considered if the bidder is determined, in the sole discretion of County, to be delinquent in the payment of County property taxes when bids are opened.
- 9.2 The County may reject all bids and re-advertise if appropriate, whenever it is deemed in the best interest of the County and may reject any part of a bid unless the bid has been qualified as all or none. Issuance of this solicitation does not commit County to pay any costs incurred in the preparation of a bid.
- 10.0 **PRE-AWARD SURVEY.** After bid opening and before award, County may perform a pre-award survey of the bidder's facilities and equipment to be used in the performance of work under this solicitation. Bidder agrees to allow all reasonable requests for inspection of his facilities with 2 days advance notice.
- 11.0 **AWARD OF CONTRACT.** Commissioners Court shall either award the contract to the responsible bidder who submits the lowest and best bid or may reject all bids and issue a new solicitation. If two responsible bidders submit the lowest and best bid, the Commissioners Court shall decide between the two by drawing lots in a manner prescribed by the County Judge. A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before the Commissioners Court and present evidence concerning the lower bidder's responsibility or responsiveness. The County may also waive any minor informalities or irregularities in any bid.
- 11.1 The County may accept any item or group of items in this bid, unless the bidder limits acceptance of his bid to an "All or None" basis.
- 11.2 Prices must be quoted **F.O.B. DESTINATION** with all transportation charges prepaid, unless otherwise specified in the Invitation for Bids.
- 11.3 The Delivery Time or Delivery Schedule offered by bidders will be considered in determining the lowest and best bid.

- 11.4 If the state where a nonresident bidder has its principle place of business discriminates against Texas bidders, Texas law requires that nonresident bidder to underbid Texas bidders by the same amount that Texas bidders would be required to underbid that bidder in its home state. TEX. GOV'T CODE ANN., ch. 2252 (Vernon Supp. 1995). This provision does not apply to a contract involving federal funds.
- 11.5 Prompt payment discounts will not be considered in determining low bids and making awards.
- 11.6 A binding contract results when the Purchasing Agent signs a "Contract Award" sheet, attaches it to the Invitation For Bid, and delivers it to the bidder who completed it and returned it as his bid.
- 12.0 **PURCHASE ORDER.** Contractor will not deliver any items and/or perform any services until a purchase order number is assigned by the designated representative of the County Purchasing Office. Contractor will reference purchase order and contract number on all invoices submitted to the Travis County Auditor. Upon issuance of a purchase order, the contract administrator will call the Contractor with the items needed or work to be performed. The Contractor must respond by supplying the parts or performing the maintenance service at the time required. Failure to act in this manner may result in termination of this contract.
- 13.0 **DELIVERED SUPPLIES**
- 13.1 If the Contractor did not specify what he intends to furnish, he must furnish items as specified in the item description.
- 13.2 Contractor certifies that any substitute brand matches the essential performance and salient characteristics of the Brand Name stated in the item description and must replace it if it does not conform.
- 13.3 All supplies or equipment shall be the latest improved model meeting specifications in current production at the time of delivery. The delivered items shall be of new manufacture including all parts, components, and accessory items. Equipment shall be delivered completely assembled, adjusted, serviced, and ready for continuous heavy-duty service.
- 14.0 **PROTESTS.** Protests before award must be submitted in writing to the Purchasing Agent not later than 6 calendar days after bid opening, and protests after award must be submitted within 10 days after award by Commissioners Court. The Purchasing Agent shall rule on the protest in writing within 10 days after date of receipt. Any appeal of the Purchasing Agent's decision must be made within 10 days after receipt and submitted to the Purchasing Agent, who shall present the matter for final resolution to Commissioners Court. Appellant shall be notified of the time and place the appeal is to be heard by Commissioners Court and afforded an opportunity to present evidence in support of the appeal.
- 15.0 **DISPUTES AND APPEALS.** The Purchasing Agent shall act as the County representative in the issuance and administration of this contract, and shall issue and receive all documents, notices, and correspondence. Except as provided in Par. 34, all documents, notices and correspondence not issued by or to the Purchasing Agent are void, and are considered as not having been issued or received. If the Appellant does not agree with any statement in a document, notice, or correspondence issued by the Purchasing Agent, he must give written notice of the exact point of disagreement to the Purchasing Agent within 10 days after receipt of the statement. If the matter is not resolved to the Appellant's satisfaction, then he shall submit a Notice of Appeal to the Commissioners Court through the Purchasing Agent within 10 days after receipt of an unsatisfactory reply. Appellant shall then have the right to be heard by Commissioners Court.
- 16.0 **HUB PROCUREMENT PROGRAM**
- 16.1 The Commissioners Court unanimously adopted the City of Austin's Minority and Woman-Owned Business Enterprise goals and sub-goals, replacing the Initial 30% HUB goal, to be observed by the County in its award of contracts and subcontracts to certified HUBs.
- 16.2 It is the policy of Travis County that HUBs shall have the maximum opportunity to participate in the performance of county contracts and subcontracts. Contractors shall make a "good faith effort" to take all necessary and reasonable steps to ensure HUBs maximum opportunity to participate as subcontractors. Failure by a contractor or subcontractor to carry out the County HUB Procurement Program shall constitute a breach of contract, and after notification of such breach by the Purchasing Agent may result in termination of this contract.
- 16.3 For purposes of HUB participation, Travis County shall count the dollar amount of all firm fixed price/fixed quantity contracts, or the dollar amount of Purchase Orders placed against "Estimated" or "Not to Exceed" contracts.
- 16.4 The following identifies specific procedures to be followed with respect to this Invitation For Bid in compliance with the HUB Procurement Program.
- 16.5 To be eligible under this program, HUB Proposers and subcontractors must:
- 16.5.1 Be certified as HUB, M/WBE or DBE source by the City of Austin Municipal Government, Texas Unified Certification Program, or State of Texas Building and Procurement Commission

- 16.5.2 Have on file in the Travis County Purchasing Office a proper Bidder's Application.**
- 16.5.3 Identify the certifying agency and Item/Service for which is certified.**
- 16.5.4 Obtain county approval of all proposed HUB subcontractors through the Purchasing Agent.**
- 16.6 Complete the HUB Declaration form and Eligibility Declaration form in this IFB package.**
- 16.7 Any third party may challenge a firm's HUB status before or after certification. Such action shall be in writing and submitted to the Purchasing Agent, including all relevant information available. If no merit to the challenge is found, the challenging party will be notified by the Purchasing Agent in writing and the matter will be considered closed. If merit is found, the firm in question will be notified by the Purchasing Agent of the challenge, who made it, and a summary of the allegations. The challenged firm shall be required to submit, within a reasonable period of time, information in support of the firm's HUB status. The Purchasing Agent shall make an evaluation and notify the parties of a proposed determination, citing the basis for the decision, and providing an opportunity for an informal hearing to interested parties and affording an opportunity for a written or personal response. The Purchasing Agent shall make a recommendation to the Commissioners Court for a final determination. The Purchasing Agent shall inform all interested parties of the Commissioners Court's determination and its reasons. A firm's HUB status shall remain accurately certified during the challenging procedure and shall not be changed unless or until a successful challenge is finalized.**

TRAVIS COUNTY PURCHASING OFFICE 700 Lavaca Street, Suite 800 Austin, Texas 78701	
INVITATION FOR BID Bidder Acknowledgement	
Vendor Name: Information Management Solutions LLC	
Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other	
Vendor Mailing Address:	2416 Brockton, Suite 105, San Antonio, TX 78217
Area code / Telephone Number:	210-826-4994
Toll-Free Telephone Number:	800-255-3190
Fax Number:	210-826-2676
Vendor E-Mail Address:	kelly@totalims.com
Vendor Web Address:	www.totalims.com
FEID No. or SS#:	74-2766148
Prompt Payment Discount Terms: % days	Bidder's State of Residence Texas
In compliance with the terms, conditions and specifications, the undersigned offers and agrees to furnish any and all of the items or services enumerated and upon which prices are bid at the unit price set opposite each item delivered at the designated points(s) within the time specified.	
Thomas Kelly Dowe Name of Company Representative Submitting Bid	Vice President Title of Company Representative Submitting Bid
2/3/2017 Date	

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Travis County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified HUB Contractors/Vendors.

It is the policy of the Travis County Purchasing Office to ensure a good faith effort is made to assist Certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-Owned Business Enterprise goals adopted by the Travis County Commissioners Court. Our goals for HUB contractor/vendor participation, as well as HUB subcontractor participation, in the area of SERVICES are as follows:

Overall MBE Goal: 14.1%; **Sub-goals:** 2.5% African-American, 9.9% Hispanic, 1.7% Native/Asian American

Overall WBE Goal: 15.0%

To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification, with any of the three agencies listed below. Please attach copy of certificate.

Vendor/Contractor: **Informaton Management Solutions LLC**

Certified as a HUB or an MBE/WBE/DBE source: ☐ Yes ☒ No HUB Status (Gender & Ethnicity):

If yes, by whom: ☐ Texas Building and Procurement Commission ☐ City of Austin ☐ Texas Unified Certification Program

SUGGESTED DATABASE DIRECTORIES TO VIEW WHEN SOLICITING HUB SUBCONTRACTORS

State: www.tbpc.state.tx.us/cmb/; City: www.ci.austin.tx.us/purchase/default.htm; TUCP: www.dot.state.tx.us/business/tucpinfo.htm

LIST OF CERTIFIED HUB SUBCONTRACTORS

(DUPLICATE AS NECESSARY)

What percentage of the Bid or Proposal is to be subcontracted with Certified HUB sources: n/a% (List HUB Subcontractor information below).

HUB Subcontractor Name: n/a HUB Status (Gender & Ethnicity):

Certifying Agency (Check all applicable): ☐ Texas Building and Procurement Commission ☐ City of Austin ☐ Texas Unified Certification Program

Address: n/a City: n/a State: n/a Zip: n/a

Contact Person: n/a Title: n/a Phone No.: n/a

Subcontract Amount: \$ Description of Work to be Performed:

HUB Subcontractor Name: HUB Status (Gender & Ethnicity):

Certifying Agency (Check all applicable): ☐ Texas Building and Procurement Commission ☐ City of Austin ☐ Texas Unified Certification Program

Address: City: State: Zip:

Contact Person: Title: Phone No.:

Subcontract Amount: \$ Description of Work to be Performed:

HUB Subcontractor Name: HUB Status (Gender & Ethnicity):

Certifying Agency (Check all applicable): ☐ Texas Building and Procurement Commission ☐ City of Austin ☐ Texas Unified Certification Program

Address: City: State: Zip:

Contact Person: Title: Phone No.:

Subcontract Amount: \$ Description of Work to be Performed:

Supplier: Information Management Solutions, LLC

EXPERIENCE VERIFICATION

Company Name: Information Management Solutions LLC

Address: 2416 Brockton, Suite 105

City/State/Zip: San Antonio, TX 78217

Phone: 210-826-4994 Fax:

Contact Person: Thomas Kelly Dowe

Title: Vice President

Years in Business: 20

Supplier Information Management Solutions, LLC

REFERENCES: Vendor shall complete and return concurrently with this solicitation to the Travis County Purchasing Office. At least three references must be identified. References listed must have done similar business with the vendor within the past two (2) years. County reserves the right to contact customer references listed and to use this information as a consideration when making a procurement decision. Offers will be considered only from contractors who, in the judgment of County, are able to show evidence of responsibility through their satisfactory past performance and demonstrated competence.

- 1) AGENCY NAME:: **Bexar County Elections**
ADDRESS: **203 W. Nueva, Suite 301**
San Antonio, TX 78207
POINT OF CONTACT: **Jacque Callanen**
PHONE NUMBER: **210-335-0305**
ADDITIONAL DETAILS: **Elections Administrator (print & mail voter registration cards)**
- 2) AGENCY NAME:: **Hidalgo County Elections**
ADDRESS: **PO Box 659**
Edinburg, TX 78540
POINT OF CONTACT: **Yvonne Ramon**
PHONE NUMBER: **956-318-2570**
ADDITIONAL DETAILS: **Print & mail voter registration cards**
- 3) AGENCY NAME:: **Comal County Tax Assessor Collector**
ADDRESS: **205 N Seguin**
New Braunfels, TX 78130
POINT OF CONTACT: **Cathy Talcott**
PHONE NUMBER: **830-620-5521**
ADDITIONAL DETAILS: **Print and mail Tax Statements**

Supplier Information Management Solutions, LLC

STATE OF TEXAS
COUNTY OF TRAVIS

ATTACHMENT 1

ETHICS AFFIDAVIT

Date: 2/3/2017

Name of Affiant: Thomas Kelly Dowe

Title of Affiant: Vice President

Business Name of Affiant: Informaton Management Solutions LLC

Business Address

2416 Brockton, Suite 105

San Antonio, TX 78217

County of Bidder: Bexas

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Bidder to make this affidavit for Bidder.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Bidder has received the list of key contracting persons associated with this Invitation for Bid which is attached to this affidavit as Exhibit "A".
5. Affiant has personally read Exhibit "A" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Bidder is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the Invitation for Bid.

Thomas Kelly Dowe
Signature of Affiant

Information Management Solutions LLC

2416 Brockton, Suite 105
San Antonio, TX 78217

Address

Supplier Information Management Solutions, LLC

REFERENCES: Vendor shall complete and return concurrently with this solicitation to the Travis County Purchasing Office. At least three references must be identified. References listed must have done similar business with the vendor within the past two (2) years. County reserves the right to contact customer references listed and to use this information as a consideration when making a procurement decision. Offers will be considered only from contractors who, in the judgment of County, are able to show evidence of responsibility through their satisfactory past performance and demonstrated competence.

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Edinburg, TX 78540
POINT OF CONTACT: **Yvonne Ramon**
PHONE NUMBER: **956-318-2570**
ADDITIONAL DETAILS: **Print & mail voter registration cards**

- 3) AGENCY NAME:: **Comal County Tax Assessor Collector**
ADDRESS: **205 N Seguin**
New Braunfels, TX 78130
POINT OF CONTACT: **Cathy Talcott**
PHONE NUMBER: **830-620-5521**
ADDITIONAL DETAILS: **Print and mail Tax Statements**

ATTACHMENT 2

Bidder acknowledges that Bidder is doing business or has done business during the 365 day period immediately prior to the date on which this bid is due with the following key contracting persons and warrants that these are the only such key contracting persons:

None

If no one is listed above, Bidder warrants that Bidder is not doing business and has not done business during the 365 day period immediately prior to the date on which this bid is due with any key contracting person.

Exhibit B**IMS Print Front Page**

GREG HAMILTON
TRAVIS COUNTY SHERIFF
 P.O. BOX 679 005
 Austin, Texas 78767

STATE OF TEXAS COUNTY OF TRAVIS CITY OF AUSTIN
OFFICIAL JURY SUMMONS

JUDGE: MIKE LYNCH, 187TH DISTRICT COURT

JUROR #: 20110128987

TEXAS DRIVER'S LICENSE DL: [REDACTED]



John Smith
 123 Power Street
 Austin, TX 78704

TO:

Dear Prospective Juror: You are hereby summoned for jury service as set out below:

Option 1: Respond to this summons online at www.co.travis.tx.us/jury to receive a court assignment and reporting instructions. DO NOT report to the Jury Office if you select this option. Deadline for Option 1 is 8/23/2012 at 11:59 p.m.

Option 2: Report in person to the Travis County Jury Office, 5501 Airport Blvd., North Entrance, Room 204, Monday - Friday between 8:00 AM - 4:00 PM. Deadline for Option 2 is 8/23/2012 at 10:00 AM.

- > You may answer this summons online at www.co.travis.tx.us/jury or by following the instructions below.
- > You must report for jury service online or at the location listed above unless you (1) claim an exemption; (2) are disqualified; or (3) contact the Jury Office to change your report date (i.e., postpone your scheduled jury service).
- > To claim an Exemption: check the exemption(s) that you claim; sign the form, and mail or take the form to the District Clerk's office at the address below. NOTE: You do not have to claim an exemption and may instead choose to serve.
- > If you are Disqualified: check the qualification(s) that you do not meet, sign the form, and mail or take the form to the District Clerk's office at the address below. NOTE: If you claim to be disqualified because you are not a Texas citizen or a resident of this county, you may become ineligible to vote in this county.
- > To postpone or schedule your service: Contact the District Clerk's office at www.co.travis.tx.us/jury or at the address below before the report date listed above.
- > To request a medical excuse from the judge, use the reverse side of this summons or the online form at www.co.travis.tx.us/jury and you will not have to appear for jury service unless the Jury Office notifies you otherwise.
- > Questions or Special Accommodations: Please contact the District Clerk's office at the address below.

Amalia Rodriguez-Mendoza, Travis County District Clerk
 Jury Office

Mailing address: P.O. Box 679005, Austin, TX 78767

Physical address: 5501 Airport Blvd., North Entrance, Room 204, Austin, TX 78761

PHONE: 854-9869 FAX: 854-4487 TDD (DEAF): 854-4925 EMAIL: jury@co.travis.tx.us

JUROR RIGHTS AND RESPONSIBILITIES:

RIGHT TO REEMPLOYMENT: A private employer may not terminate the employment of a permanent employee because the employee serves as a juror. An employee whose employment is terminated in violation of this section is entitled to return to the same employment that the employee held when summoned for jury service if the employee, as soon as practical after release from jury service, gives the employer actual notice that the employee intends to return. (Civil Practice and Remedies Code, Section 122.001).

FAILURE TO ANSWER SUMMONS AND PROVISION OF FALSE INFORMATION: A person who fails to comply with this summons, or knowingly provides false information in a request for an exemption or to be excused from jury service, is subject to a contempt action punishable by a fine of not less than \$100 nor more than \$1000. (Government Code, Section 62.0141). Additionally, a person shall be fined not less than \$100 nor more than \$500 if the person (1) fails to attend court in obedience to this notice without reasonable excuse; or (2) files a false claim of exemption from jury service. (Government Code, Section 62.111).

PROPER CLOTHING REQUIRED: All persons entering the courtroom should be dressed in clothing reasonably befitting the dignity and solemnity of the court proceedings.

Exhibit B

Travis County

1611-002-SC

TRAVIS Co. Prints Back Side only

Qualifications for Jury Service (Texas Gov't Code, section 62.102)

To be qualified to serve as a juror you must:

Q1. be at least 18 years of age.	<input type="checkbox"/> I am under 18 years of age.
Q2. be a citizen of this state and a resident of the county or city in which you are to serve as a juror (Travis County or the City of Austin).	<input type="checkbox"/> a: I am not a citizen <input type="checkbox"/> b: I do not live in Travis County or the City of Austin <input type="checkbox"/> c: I have not lived here at least 30 days.
Q3. be qualified under the Constitution and laws to vote in the county or city in which you are to serve as a juror (Note: you DO NOT have to be registered to vote to be qualified to vote).	<input type="checkbox"/> Q3: I am not eligible to vote.
Q4. be of sound mind and good moral character.	<input type="checkbox"/> Q4: I am not of sound mind or good moral character (please attach an explanation or a medical excuse to be reviewed by the judge)
Q5. be able to read and write.	<input type="checkbox"/> Q5: I cannot read and write. Name of person assisting with this form:
Q6. not have served as a juror for six days during the preceding three months in the county court or during the preceding six months in the district court.	<input type="checkbox"/> Q6: I have served six days as a juror in district court within the last 6 months or in county court within the last 3 months.
Q7. not have been convicted of theft or any felony.	<input type="checkbox"/> I have a felony conviction and am currently on probation or served time in prison.
Q8. not be under indictment or other legal accusation of a misdemeanor theft, felony theft, or any other felony charge.	<input type="checkbox"/> I have a pending misdemeanor theft or felony charge.

Exemptions from Jury Service (Texas Gov't Code, Section 62.106)

You may be exempted from jury service if:

E1. You are over 70 years of age.	<input type="checkbox"/> I am over 70 years old (Check here <input type="checkbox"/> if you wish to make this a permanent exemption)
E2. You have legal custody of a child or children younger than 12 years of age and service on the jury would require leaving the child or children without adequate supervision (NOTE: If your child is in daycare or stays with a sister, you do not qualify for this exemption).	<input type="checkbox"/> I have a child under 12 and care for this child during normal business hours
E3. You are a student at a public or private high school.	<input type="checkbox"/> I attend high school or college (list what hours you attend class)
E4. You are enrolled and in actual attendance at an institution of higher education (NOTE: this does not apply to night school).	<input type="checkbox"/> I am a legislative employee (list name of agency you work for):
E5. You are an officer or an employee of the senate, the house of representatives, or any department, commission, board, office, or other agency in the legislative branch of state government (NOTE: applies only to legislative employees and State Auditor).	<input type="checkbox"/> I care for an invalid on a daily basis and am not a health care worker
E6. You are the primary caretaker of a person who is an invalid unable to care for himself or herself. (NOTE: This exemption does not apply to health care workers).	<input type="checkbox"/> In the last 24 months I was a juror: <input type="checkbox"/> In Travis County/Austin <input type="checkbox"/> In another county with a population of at least 250,000
E7. You have served as a juror in the county during the 24-month period prior to the date you are required to appear for this summons.	<input type="checkbox"/> I am serving on active military duty away from Travis County/Austin
E8. You have been summoned for service in a county with a population of at least 250,000 and you have served as a petit juror in the county during the two year period preceding the date you are to appear for jury service.	
E9. You are member of the United States military forces serving on active duty and deployed to a location away from the person's home station and out of the person's county of residence.	

☐ I certify that I am exempt or disqualified from service for the reason checked above and that the information provided is true and correct.
☐ I am requesting a medical/disability excuse (requires a statement from health care provider be attached).
☐ I am requesting a special excuse (explanation attached). NOTE: Work or economic excuses cannot be considered at this time. You must be assigned to a jury panel to present work or financial excuses before the judge and attorneys. (Texas Gov't Code Sec. 61.110(a)).

Daytime phone # (required): ☐ Work ☐ Home _____ Email address: _____

SIGNATURE:

DATE

Form VOT REG-PS 8/2007 - Rev 08/08

NELDA WELLS SPEARS 812-854-8473
 TRAVIS COUNTY VOTER REGISTRAR
 PO BOX 149327, AUSTIN, TX 78714-9327
 8801 AIRPORT BLVD., AUSTIN, TX 78761

Secretary of State's Office
 Elections Division
 1-800-252-VOTE (8683)

PRESORTED
 FIRST-CLASS MAIL
 U. S. POSTAGE PAID
 TRAVIS VOTER

RETURN SERVICE REQUESTED

VOTER REGISTRATION CERTIFICATE (Certificado de Registro Electoral) TRAVIS COUNTY (Condado de Travis)			
Dist. No. (Dist. de Cont.)	Gender (Sexo)	Valid from (Válido desde)	You reside in these political districts: (¿Vive en estas divisiones politicas?)
Year of Birth (Año de Nacimiento)	Pres. No. (Pres. Num.)	Exp. Date (Fecha de Expiración)	
State and Postal, Zip, Address (Estado y dirección postal) (Estado y dirección postal) (Estado y dirección postal)			City (Ciudad)

☒ Voted in the Primary (Voté en la primaria)

VOTER MUST PERSONALLY SIGN HEREIN NAME IMMEDIATELY UPON RECEIPT, IF ABLE.
 (EL VOTANTE DEBE FIRMAR ESTA TARJETA PERSONALMENTE AL PUNTO DE RECEPCIÓN, SI PUEDE.)

NELDA WELLS SPEARS 812-854-8473
 TRAVIS COUNTY VOTER REGISTRAR
 PO BOX 149327, AUSTIN, TX 78714-9327
 8801 AIRPORT BLVD., AUSTIN, TX 78761

Secretary of State's Office
 Elections Division
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 U. S. POSTAGE PAID
 TRAVIS VOTER

RETURN SERVICE REQUESTED

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State and Postal, Zip, Address (Estado y dirección postal) (Estado y dirección postal) (Estado y dirección postal)			City (Ciudad)

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 (EL VOTANTE DEBE FIRMAR ESTA TARJETA PERSONALMENTE AL PUNTO DE RECEPCIÓN, SI PUEDE.)

NELDA WELLS SPEARS 812-854-8473
 TRAVIS COUNTY VOTER REGISTRAR
 PO BOX 149327, AUSTIN, TX 78714-9327
 8801 AIRPORT BLVD., AUSTIN, TX 78761

Secretary of State's Office
 Elections Division
 1-800-252-VOTE (8683)

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 TRAVIS VOTER

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VOTER REGISTRATION CERTIFICATE (Certificado de Registro Electoral) TRAVIS COUNTY (Condado de Travis)			
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Year of Birth (Año de Nacimiento)	Pres. No. (Pres. Num.)	Exp. Date (Fecha de Expiración)	
State and Postal, Zip, Address (Estado y dirección postal) (Estado y dirección postal) (Estado y dirección postal)			City (Ciudad)

☒ Voted in the Primary (Voté en la primaria)

VOTER MUST PERSONALLY SIGN HEREIN NAME IMMEDIATELY UPON RECEIPT, IF ABLE.
 (EL VOTANTE DEBE FIRMAR ESTA TARJETA PERSONALMENTE AL PUNTO DE RECEPCIÓN, SI PUEDE.)

NELDA WELLS SPEARS 512-854-9473
 TRAVIS COUNTY VOTER REGISTRAR
 PO BOX 149327, AUSTIN, TX 78714-9327
 5501 AIRPORT BLVD., AUSTIN, TX 78751
 www.traviscountytax.org

Secretary of State's Office
 Elections Division
 1-800-252-VOTE (8683)
 www.sos.state.tx.us

PRESORTED
 FIRST-CLASS MAIL
 U.S. POSTAGE PAID
 TRAVIS COUNTY

RETURN SERVICE REQUESTED



VOTER REGISTRATION CERTIFICATE (Certificado de Registro Electoral) TRAVIS COUNTY (Condado de Travis)			You reside in these political districts: (Usted vive en estos distritos políticos)			
Valid (VÁLID)	Gender (Sexo)	Valid from (Válido desde)	U.S. REP.	ST. SENATE	ST. REP.	COMM.
			67	14	14	3
Year of Birth (Año de Nacimiento)	Pct. No. (Número Pcto.)	thru (hasta)	J.P./CN.	SCHOOL	SCHOOL	CITY
			9		SND	
Name and Perm. Res. Address (Nombre y dirección residencial permanente)			(Austin Residents: FP = Full Purpose LP = Limited Purpose) Name and Mailing Address (Nombre y dirección de correo)			
VOTER MUST PERSONALLY SIGN HIS/HER NAME IMMEDIATELY UPON RECEIPT, IF ABLE. (El votante debe firmar esta tarjeta personalmente al punto de recibirla, si puede.)			222302			



You may vote without your certificate by showing another form of identification. If you lose your certificate, you may request a replacement certificate by contacting the voter registrar. If the county could not confirm your driver's license number or last four digits of your social security number provided on your application to register to vote, or, if you did not provide such a number when you registered, you may be asked to provide a form of identification in addition to your certificate. Call one of the numbers on the reverse of this card for more information about acceptable identification. You will receive a new certificate every two years as long as your voter registration is not cancelled under some provision of the law. Voting by use of this certificate by any person other than the person in whose name this certificate is issued is a felony. If you move within the county, you must transfer your registration to your new address after you move. You may vote at your previous precinct if your registration has not become effective in your new precinct. Before you are allowed to vote in the previous precinct, the election judge will ask you to fill out a statement of residence confirming your new address in your new precinct. If you move from one Texas county to another, you must re-register in the county of your new residence. You may be eligible to vote a limited ballot after you move if your new registration is not yet effective and you are still registered to vote in your previous county of residence. Contact the county clerk or elections administrator in your new county for information. Registering to vote in your new county will automatically cancel your registration in the old county. If any information on this certificate changes or is incorrect, correct the information in the space provided below, sign and return this certificate to the voter registrar.

Usted podrá votar sin su certificado de votante si presenta otra forma de identificación. Si pierde su certificado, usted podrá pedir un certificado de reemplazo comunicándose con el registrador de votantes. Si el condado no pudo verificar su número de licencia de conducir o las últimas cuatro cifras de su número de seguro social provisto en su solicitud de inscripción, o si usted no dio tales números cuando se inscribió, es posible que le pidan que presente otra forma de identificación aparte de su certificado. Favor de llamar uno de los números al reverso de esta tarjeta para información sobre las formas de identificación aceptables. Usted recibirá un certificado nuevo cada dos años mientras que no se cancele su registración bajo alguna disposición de la ley. El uso de este certificado para votar por alguna persona que no sea la persona cuyo nombre aparece en el certificado es un delito grave. Si usted cambia de domicilio dentro del mismo condado, deberá transferir su inscripción de votante después del cambio. En caso de que no haya entrado en vigencia su inscripción en el nuevo precinto, podrá votar en su precinto anterior. Antes de darle autorización para votar en el precinto anterior, el juez electoral le pedirá que llene una declaración de residencia para confirmar su nueva dirección en el precinto nuevo. Si usted se cambió de residencia de un condado a otro dentro del Estado de Texas, usted deberá registrarse de nuevo en el condado de su residencia nueva. Usted puede tener derecho a votar una boleta limitada después de cambiar su residencia si su nuevo certificado de votante todavía no está vigente y si usted aún está registrado para votar en su condado de residencia anterior. Para recibir información, comuníquese con el Secretario del Condado o el Administrador de Elecciones del condado de su residencia nueva. El inscribirse para votar en su nuevo condado automáticamente cancela su registración en su condado antiguo. Si resulta que alguna información en este certificado de votante cambia o está incorrecta, favor de corregir la información en el espacio abajo y luego firme y devuelva este certificado de votante al registrador de votantes.

I affirm the changes made to the left are correct.

Afirmo que los cambios hechos al lado izquierdo están correctos.

X

Signature of Voter (Firma del votante)

Nelda Wells Spears
Travis County Registrar of Voters
P.O. Box 1748
Austin, TX 78767-1748

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE
PAID
TRAVIS COUNTY

Before mailing, detach card above (antes de enviar remover tarjeta arriba)

Prescribed by the
Secretary of State
(PS-2649.9/09)

VOTER REGISTRATION ADDRESS CONFIRMATION
(CONTESTACION A LA CONFIRMACION DE DOMICILIO PARA EFECTOS DE INSCRIPCION DE VOTANTES)

Please complete sections by printing LEGIBLY. If you have any questions about how to fill out this form, please call your local voter registrar or the Secretary of State's Office toll free at 1-800-252-VOTE (8883), TDD 1-800-735-2888, www.sos.state.tx.us.

Favor de llenar cada sección con letra de molde LEGIBLE. Si tiene dudas acerca de este formulario, contacte a su registrador electoral local o llame gratis a la Secretaría de Estado al 1-800-252-VOTE (8883), TDD (servicio para sordos) 1-800-735-2888 o visite www.sos.state.tx.us.

Last Name Include Suffix (if any Jr., Sr., III) (Apellido usual, incluir sufijo si lo hay)	First Name (Su nombre de pila)	Middle Name (if any) (Segundo Nombre) (si aplica)	Former Name (Apellido anterior)
---	-----------------------------------	--	------------------------------------

Residence Address: Street Address and Apartment Number, City, State, and ZIP. If none, describe where you live.
(Do not include P.O. Box or Rural Rt.)

Domicilio: Calle y número, número de apartamento, Ciudad, Estado, y Código Postal; A falta de estas datos, describa la localidad de su residencia. (No incluya su apartado postal ni su ruta rural.)

Mailing Address: Address, City, State and ZIP: If mail cannot be delivered to your residence address.
Dirección Postal, Ciudad, Estado, y Código Postal (Si es imposible entregarle correspondencia a domicilio.)

Date of Birth:
month, day, year

Fecha de Nacimiento:
(mes, el día, el año)

□□	/	□□	/	□□□□
----	---	----	---	------

Gender (Optional)
Sexo (Opcional)

☐ Male Masculino
☐ Female Femenino

Fold on dotted line (doblar en la línea punteada)

Texas Driver's License No. or Texas Personal ID. No.
(Issued by the Department of Public Safety)

No. de licencia de conducir de Texas o no. de identificación
personal de Texas (Expedida por el Departamento de Seguridad
Pública)

--	--	--	--	--	--	--	--

If no Texas Driver's License or Personal Identification, give last
4 digits of your Social Security Number

Si no tiene licencia de conducir de Texas o no. de identificación
personal, proporcione los 4 últimos dígitos de su número de Seguro
Social

XXX-XX-

--	--	--	--

☐ I have not been issued a Texas Driver's License/Personal Identification Number or Social Security Number.
Yo no tengo licencia de conducir de Texas/cédula de identidad personal de Texas ni un número de seguro social.

- I am a resident of this county and a U.S. citizen;
 - I have not been finally convicted of a felony, or if a felon, I have completed all of my punishment including any term of incarceration, parole, supervision, period of probation, or I have been pardoned; and
 - I have not been determined by a final judgment of a court exercising probate jurisdiction to be totally mentally incapacitated or partially mentally incapacitated without the right to vote.
- soy residente de este condado y ciudadano de los Estados Unidos;
 - no he sido condenado por un delito grave, o en caso de ser delincuente, he purgado mi pena por completo, incluyendo cualquier plazo de encierro, libertad condicional, supervisión, periodo de prueba, o se me otorgó un indulto; y
 - no se me ha declarado, total o parcialmente, como discapacitado mental sin derecho al voto, por el fallo final de un juzgado de sucesiones.

X

Date
Fecha

/ /

Signature of Applicant or Agent and Relationship to Applicant or Printed Name of Applicant if Signed by Witness and Date.

Firma del solicitante o su agente (apoderado) y relación de éste con el solicitante, o nombre en letra de molde del solicitante si la firma es la de un testigo, y fecha.

Fold along line and moisten to seal before mailing. (Favor de doblar y humedecer antes de mandar por correo.)

Prescribed by the Secretary of State
B5-2040 9/08

NOTICE TO CONFIRM VOTER REGISTRATION ADDRESS

This office has received information that you may have moved from the residence address at which you are currently registered. If our information is incorrect, return the postage-free response form to confirm your current address. If you have moved:

- within the county or precinct in which you are registered, you need to change your address to your new residence.
- outside the county in which you are registered, complete the response form, and we will forward it to the county of your new residence so you can vote in your new county 30 days from the day the response form is received.

Complete the response form and return it to my office within 30 days. If your response indicates that you have moved within the county, your updated registration will become effective 30 days from the day the response form is received. You will be issued a new voting certificate and will be able to vote in your new precinct. If you have moved to another county, your response form will be forwarded to the voter registrar of your new county and your registration will be canceled in this county. If you do not respond at all to this notice, your registration will be canceled if you have not confirmed your address either by completing the response form or confirming your address when voting by November 30, 2012, assuming you still reside in the county.

If you have any questions about your registration status, please call my office at (512) 854-9473.

Nelda Mills Spear

Signature of Voter Registrar

Travis County

County of

AVISO Y CONFIRMACION DE DOMICILIO PARA EFECTOS DE INSCRIPCION DE VOTANTES

Se ha informado a esta oficina que usted posiblemente se cambió a una dirección distinta a la que aparece en el registro de votantes. Si esto no es verdad, de todas maneras devuelva el formulario con franqueo gratis para confirmar su dirección actual. Si el cambio tuvo lugar:

- dentro del mismo condado o precinto donde ya está inscrito/a, hay que indicar el cambio de domicilio.
- fuera del condado donde está inscrito/a, llene el formulario de respuesta y lo enviaré al condado de su nueva residencia para que pueda votar en su nuevo condado.

Sírvase llenar el formulario adjunto y devolverlo a esta oficina dentro de 30 días. Si su respuesta indica que la mudanza tuvo lugar dentro del mismo condado, la información actualizada entrará en vigor a los 30 días de haberse recibido el formulario. Entonces se le expedirá un nuevo certificado de votante y podrá votar en el nuevo precinto. Si se ha mudado a otro condado, su formulario de respuesta será enviada al registrador de votantes del nuevo condado y su inscripción se cancelará en este condado. Si deja de contestar a este aviso su inscripción será cancelada si no ha confirmado su domicilio llenando el formulario adjunto o si no confirma su dirección en las urnas electorales al votar para el 30 de noviembre de 2012, siempre que aún resida en el condado.

En caso de preguntas sobre su inscripción, sírvase llamar a estas oficinas marcando al (512) 854-9473.

Nelda Mills Spear

Firma del/de la Registrador(a) de Votantes

Travis County

Condado de

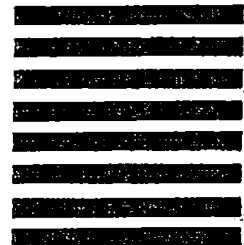


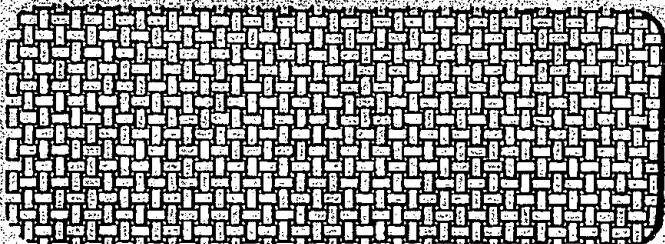
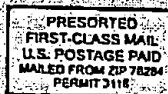
NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 4480 AUSTIN TX

POSTAGE WILL BE PAID BY ADDRESSEE

NELDA WELLS SPEARS
TRAVIS COUNTY REGISTRAR OF VOTERS
PO BOX 1748
AUSTIN TX 78767-9827





ADDRESS SERVICE REQUESTED

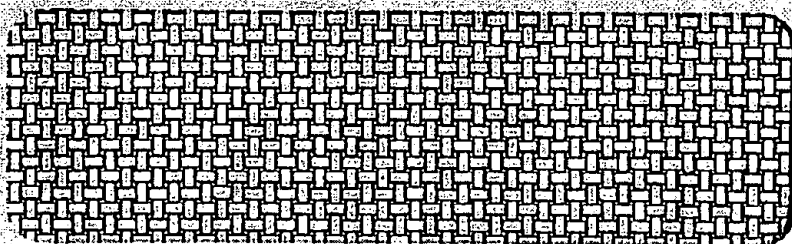


EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
January 10, 2017

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Sarah Eckhardt	
County Judge (Spouse)	Kurt Sauer	Kelly Hart LLP
Chief of Staff	Peter Einhorn	
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Maya Reisman	
Commissioner, Precinct 1	Jeff Travillion*	
Commissioner, Precinct 1 (Spouse)	Perri Travillion*	Austin Spurs Organization
Chief of Staff	Walter Muse*	
Executive Assistant	Deone Wilhite	
Executive Assistant	Caitlin Brown*	
Commissioner, Precinct 2	Brigid Shea	
Commissioner, Precinct 2 (Spouse)	John Umphress	Austin Energy
Executive Assistant	Barbara Rush	
Executive Assistant	Kristian Caballero	
Executive Assistant	Melissa Velasquez	
Commissioner, Precinct 3	Gerald Daugherty	
Commissioner, Precinct 3 (Spouse)	Charyl Daugherty	Consultant
Executive Assistant	Bob Moore	
Executive Assistant	Martin Zamzow	
Executive Assistant	Madison A. Gessner	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nicki Riley	
County Human Resources Interim	Todd L. Osburn*	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Jessica Rio	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Tanya Acevedo	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	C.J. Brandt*	
Attorney, Transactions Division	Ann-Marie Sheely	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jennifer Kraber	
Attorney, Transactions Division	Tenley Aldredge	
Director, Health Services Division	Beth Devery	
Attorney, Health Services Division	Elizabeth Winn	
Attorney, Health Services Division	K. Nicole Aquino*	
Attorney, Health Services Division	Prema Gregerson	
Attorney, Health Services Division	Barbara E. Misle	
Attorney, Health Services Division	Richard Cofer*	

Attorney, Health Services DivisionHolly Gummert*
 Purchasing AgentCyd Grimes, C.P.M., CPPO
 Assistant Purchasing AgentElaine Casas, J.D.
 Assistant Purchasing AgentJason G. Walker*
 Assistant Purchasing AgentBonnie Floyd, CPPO, CPPB
 Purchasing Agent Assistant IVCW Bruner, CTP, CPPB
 Purchasing Agent Assistant IVLee Perry
 Purchasing Agent Assistant IVVacant
 Purchasing Agent Assistant IVPatrick Strittmatter, CPPB
 Purchasing Agent Assistant IVLori Clyde, CPPO, CPPB, CTPE
 Purchasing Agent Assistant IVScott Wilson, CPPB
 Purchasing Agent Assistant IVJorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IVLoren Breland, CPPB
 Purchasing Agent Assistant IVJohn E. Pena, CTPM, CPPB
 Purchasing Agent Assistant IVKimberly Roohms
 Purchasing Agent Assistant IVJonathan Harris
 Purchasing Agent Assistant IVVeronica Frederick*
 Purchasing Agent Assistant IVLynn Woods, MBA*
 Purchasing Agent Assistant IIIPatricia Estrada*
 Purchasing Agent Assistant IIIDavid Walch
 Purchasing Agent Assistant IIIJean Liburd
 Purchasing Agent Assistant IIISydney Ceder
 Purchasing Agent Assistant IIIRuena Victorino
 Purchasing Agent Assistant IIIRachel Fishback
 Purchasing Agent Assistant IIL. Wade Laursen
 Purchasing Agent Assistant IISam Francis
 HUB CoordinatorAllen J. Roberts, MBA, CTP*
 HUB SpecialistBetty Chapa
 HUB SpecialistJerome Guerrero
 HUB SpecialistVacant
 HUB SpecialistKevin Scarbrough*
 Purchasing Business AnalystScott Worthington
 Purchasing Business AnalystRosalinda Garcia
 Records Mgmt & CommunicationsTom Ashburn
 Records Mgmt & CommunicationsPaula Beatty
 Records Mgmt & CommunicationsTaylor Masters

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant III	Anthony Webb	02/05/17
Purchasing Agent Assistant IV	Jesse Herrera	03/04/17
County Human Resources	Debbie Maynor	03/17/17
Attorney, Transactions Division	Daniel Bradford	06/01/17
HUB Coordinator	Sylvia Lopez	07/31/17
Attorney, Health Services Division	Ruben Baeza Jr.	10/17/17
Purchasing Agent Assistant IV	Logan Brown	12/15/17
Assistant Purchasing Agent	Marvin G. Brice	12/30/17
Commissioner, Precinct 1	Ron Davis	12/31/17
Commissioner, Precinct 1 (Spouse)	Annie Davis	12/31/17
Executive Assistant	Felicitas Chavez	12/31/17
Executive Assistant	Sue Spears	12/31/17
HUB Specialist	Paula Ann Pitifer	01/04/18

* - Identifies employees who have been in that position less than a year.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 3/7/2017

ITEM: No Award of bid # 17-266 Fence Building.

TO: Commissioners Court

FROM: Leslie Contreras

DATE: 02/27/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: 2 bids were received for this, however it has been determined by the Road and Bridge Department that there will not be enough work for the contractors to do this fiscal year. In this case Purchasing requests that this bid not be awarded to any contractors.

ACTION REQUESTED OR
ALTERNATIVES: No award of bid contract

ATTACHMENTS:

File Name

Description

Type

No Attachments Available



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 3/7/2017

ITEM: No Award of bid # 17-266 Fence Building.

TO: Commissioners Court

FROM: Leslie Contreras

DATE: 02/27/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: 2 bids were received for this, however it has been determined by the Road and Bridge Department that there will not be enough work for the contractors to do this fiscal year. In this case Purchasing requests that this bid not be awarded to any contractors.

ACTION REQUESTED OR
ALTERNATIVES: No award of bid contract

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
Date 3/7/17



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 3/7/2017
ITEM: Permission to advertise bid # 17-277 Janitorial -Trash Liners.
TO: Commissioners Court
FROM: Leslie Contreras
DATE: 02/28/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[17-277_PTA.pdf](#)

Description

Permission to Advertise

Type

Backup Material



Brazos County Purchasing Department

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

BRAZOS COUNTY BID/RFP/RFQ DOCUMENTATION SHEET

The Purchasing Department would like to request Commissioner's Court approval to advertise and go out for Bid on the following:

DATE: February 28, 2017

BID NUMBER: 17-277

TITLE: Janitorial – Trash Bags

REQUESTING DEPARTMENT: Purchasing – Multi-Departmental

APPROVAL SIGNATURE: _____

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

Duane Peters, County Judge

DATE APPROVED: _____

3/7/17



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2017-Amen Fees-BC Driveway Regulations

DATE OF COURT MEETING: 3/7/2017

ITEM: Request from Road and Bridge to Amend the (previously approved) Regulations of Brazos County, Texas for the Construction of Driveways and Culverts in County Easements and Rights Of Way to correct permit fees.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 03/01/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

Regulations were previously approved February 6, 2017; changes pertain only to:

NOTES/EXCEPTIONS:

1. Page 11, Section 13 – Fees (see attachments)
2. Right-of-Way Access Permit Application; Calculations of Fees section (see attachments)

ATTACHMENTS:

File Name

[Amended Regulations.pdf](#)

[Current Regulations Approved 2-6-2017.pdf](#)

Description

Amended Regulation - see Page 11 and 2nd page of ROW Access Permit Application

Current Regulations Approved 2/6/2017 - see Page 11 and 2nd page of ROW Access Permit Application

Type

Backup Material

Backup Material

BRAZOS COUNTY
COMMISSIONERS' COURT ACTION FORM

DEPARTMENT Road and Bridge

DEPT. NUMBER 56001000

DATE OF COURT MEETING: March 7, 2017

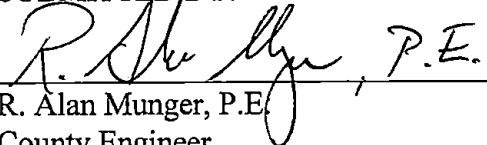
ITEM: Consider and take action to Amend the (previously approved) Regulations of Brazos County, Texas, for the Construction of Driveways and Culverts in County Easements and Rights Of Way to correct permit fees.

SOURCE OF FUNDS: N/A

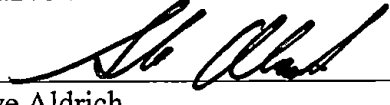
NOTES: **Regulations were previously approved February 6, 2017; changes pertain only to:**

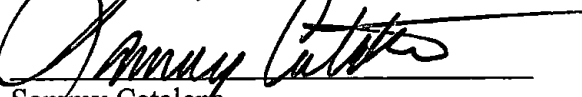
1. **Page 11, Section 13 – Fees**
2. **Right of Way Access Permit Application; Calculations of Fees section**

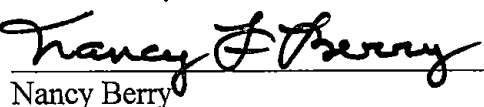
SUBMITTED BY:

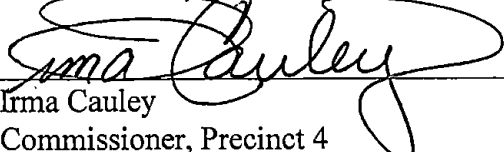

R. Alan Munger, P.E.
County Engineer
CC2017

ACKNOWLEDGED BY:

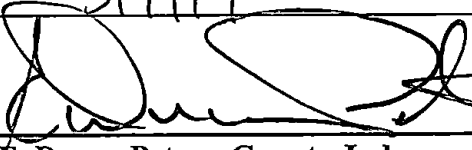

Steve Aldrich
Commissioner, Precinct 1


Sammy Catalena
Commissioner, Precinct 2


Nancy Berry
Commissioner, Precinct 3


Irma Cauley
Commissioner, Precinct 4

This Request is Approved / (or) Denied / by Commissioners' Court

Date: 3/7/17

E. Duane Peters, County Judge

REGULATIONS OF BRAZOS COUNTY, TEXAS, FOR THE CONSTRUCTION OF DRIVEWAYS AND CULVERTS IN COUNTY EASEMENTS AND RIGHTS OF WAY

SECTION 1 – AUTHORITY

The Commissioners Court has the authority to regulate subdivisions pursuant to Texas Local Government Code §232 and the obligation to protect the public health, safety and welfare of the citizens of Brazos County.

These regulations are adopted by the Commissioners' Court of BRAZOS County, Texas, in an effort to provide a safe environment on the county roadways. Structures built and work performed in the county rights-of-way and/or easements must be accomplished in a manner that is safe for the traveling public. Work performed shall meet at least the minimum standards outlined in this document.

SECTION 2 – SUMMARY OF THE REGULATION

The area between a private property line and the private property line across the road is called the County Right of Way. Because the Right of Way is Brazos County property, a driveway, sidewalk, mailbox or any other structure built or located within that Right of Way is a trespass and will require county permitting before beginning construction.

Situations where permits are required:

- New residential or commercial driveway and/or sidewalk construction;
- New residential or commercial culvert placement;
- New residential or commercial mailbox placement;
- Extension of existing culverts;
- Widening of existing driveways;
- Replacement of driveway, sidewalk, mailbox or culvert, and;
- Repair of existing driveways.

Brazos County requires a completed driveway/culvert permit application and an accurate site plan, including a legal description, prior to a request for a permit.

Mailbox requirements:

- The placement and construction of individual mailboxes will be strictly enforced because of the danger posed to citizens from the placement of mailboxes too close to the driving surface. Any proposed subdivision consisting of six or more lots of one (1)

acre or less in size shall utilize a cluster box system for mail. The County allows brick or other masonry mailboxes only if they are **placed a minimum of five (5) feet from the driving surface**. Furthermore, the County maintains the authority and discretion to remove, or require to be moved, any mailbox it deems to be unsafe.

Applicant shall hold harmless the County of Brazos and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.

Applicant shall not erect any sign on or extending over any portion of the county road right of way.

Brazos County reserves the right to require the land/property owner to make any changes, maintenance or repairs as may be necessary to provide protection of life of property on or adjacent to the roadway. Changes in design will be made only with approval of the County Engineer/designee of Brazos County, Texas.

Brazos County reserves the right to remove any improvements or obstructions in county(s) right of way should the applicant fail to comply with the aforementioned requirements.

SECTION 3 – GENERAL PROVISIONS

- A. Construction of driveways on roadways with open ditch sections, culverts, median openings or modifications to the median whenever applicable, or the replacement, repair, or extension of existing driveways, culverts or median openings on County or public easements or right of way without first securing a permit is prohibited.
- B. Applications for permits for the construction of single family residential on roadways with open ditch sections, or agricultural driveways, culverts, median openings or modifications to the median whenever applicable, or the replacement, repair, or extension of existing driveways, culverts or median openings on County or public easements or right of way shall be made to the Brazos County Road and Bridge Department, 2617 State Highway 21 West, Bryan, TX 77803, Phone 979-822-2127 ext. 3024.
- C. Applications for permits for the construction of multifamily or commercial driveways, culverts, median openings or modifications to the median whenever applicable, or the replacement, repair, or extension of existing driveways, culverts or median openings on County or public easements or right of way shall be made to the Brazos County Engineer, 2617 State Highway 21 West, Bryan, TX 77803, Phone 979-822-2127 ext. 3033
- D. All permits issued by County Engineer or Road and Bridge Department for the construction of driveways, culverts or modifications on a County or public easement or right of way shall require conformance with these Requirements including Brazos County Engineering Department Guidelines and any subsequent amendments or revisions thereto.

- E. The County Engineer and Road and Bridge shall promulgate forms to be used in the administration of these Requirements.
- F. Permits shall provide that construction pursuant to the permit will be commenced within six months and be completed within nine months from the date of the permit and that fees collected for said permits shall not be refundable or transferable.
- G. Permits for the installation of driveways, culverts, or median openings or modifications must be obtained from the County Engineer or Road and Bridge prior to the start of construction.
- H. All permits which require a bond must be approved by Brazos County Commissioners Court.
- I. Brazos County Road & Bridge Department does not provide service for installation of culverts.

SECTION 4 – PERMIT SUBMITTAL REQUIREMENTS

- A. Single Family Residential and Agricultural Driveways (Open Ditch Sections) BRAZOS COUNTY RIGHT OF WAY ACCESS PERMIT APPLICATION
 - 1. When an application for a driveway with or without a culvert is filed, the applicant will provide the County Road and Bridge Department with the following information:
 - a. Street Address (Brazos County 9-1-1 provided address).
 - b. The proposed location of the driveway, and culvert whenever applicable, within the County or public easement and right of way. The locations shall be referenced to a lot line or property corner.
 - c. The location of physical objects such as drainage inlets or catch basin within the portion of the driveway which is the County or public easement or right of way that might conflict with the construction of the driveway. The applicant must provide the location of all man-made objects within the portion of the driveway which is within the County or public easement or right of way.
 - d. Whether a special design is required whenever driveways may be proposed in a location hazardous to traffic safety.
 - f. The length of the proposed culvert based on the following standards:
 - (1) Minimum for walkway: 8 feet
 - (2) Minimum for driveway: 24 feet
 - (3) Maximum for driveway: 40 feet
 - e. **Prior to permit application submittal, Permittee shall contact Brazos County Road & Bridge Department at 979-822-2127 to verify pipe size diameter.**
 - f. Minimum pipe size shall be 15” unless special conditions exist that may warrant a smaller size.

- g. The maximum pipe size for a driveway crossed shall not exceed a single row of 36" diameter pipe. Any driveway culvert requiring a larger pipe size shall be designed by a licensed Texas Engineer and constructed by a general contractor in order to obtain a permit.
 - h. Culverts will be placed a minimum of ten (10) feet from the property line.
2. The permit applicant will be responsible for cost of the pipe material, pipe fittings, safety ends, and other required accessories/material including delivery and off loading at the driveway site, and applicant will also provide all labor, materials and equipment to install the pipe including excavation, grading, and backfill between the adjacent road surface and the property line or right of way line.
 3. Horseshoe or multiple driveways on a tract of land may be permissible, depending on existing conditions. A separate permit must be obtained for each installation.
 - a. The maximum number of driveways allowed on a tract of land:

<u>Parcel Frontage Length</u>	<u>Number of Driveways</u>
Less than 105 ft.	1
105 ft. to 210 ft.	2
Greater than 210 ft.	3

B. Commercial (or Energy) Driveways – BRAZOS COUNTY RIGHT OF WAY ACCESS PERMIT

1. When an application for a driveway with or without a culvert is filed, the applicant will provide the following information.
 - a. The location of the driveway, and culvert whenever applicable, within the County or public easement and right of way. The locations shall be referenced to a lot line or property corner.
 - b. The location of physical objects such as drainage inlets or catch basin within the portion of the driveway which is the County or public easement or right of way that might conflict with the construction of the driveway. The applicant must provide the location of all man-made objects within the portion of the driveway which is within the County or public easement or right of way.
 - c. Whether a special design is required whenever driveways may be proposed in a location hazardous to traffic safety.
 - d. The length of the proposed culvert is based on the following standards:
 - (1) Minimum for driveway: 24 feet
 - (2) Maximum for driveway: 60 feet
 - (3) Inlets shall be spaced 50 feet or in the mid-point of any culvert over 50 feet in length
 - e. Commercial driveways shall be spaced with a minimum of fifty feet (50') separation. On major thoroughfares (arterials and collectors), driveways shall be placed with a minimum of one hundred fifty feet (150') separation.
 - f. Commercial driveways on arterial roadways shall be placed no closer than one hundred and fifty feet (150') from the ultimate curb line of an intersecting arterial or collector street. Commercial driveways on local streets are to be placed no closer

- than seventy-five feet (75') from the ultimate curb line of an intersecting arterial. Commercial driveways on arterials are to be placed no closer than seventy-five feet (75') from the ultimate curb line of an intersection of a collector or local street.
- g. Commercial tract with ninety-five (95') or less frontage on a public street shall have no more than one (1) driveway. Commercial tract with between three hundred twenty feet (320') and ninety-six (96') frontage on a public street shall have no more than two (2) driveways. Commercial tract with between six hundred feet (600') and three hundred twenty-one feet (321') frontage on a public street shall have no more than three (3) driveways.
 - h. Every permit application must be accompanied by a complete set of construction details and specification to fully convey the work to be performed in the County right of way and to assure conformance with these Requirements including Brazos County Engineering Department Construction Standards and Details and any subsequent amendments or revisions thereto.
 - i. All cost for materials, labor, and equipment shall be paid by the applicant.
 - j. All work shall be done by a responsible, qualified contractor.
 - k. Temporary drainage pipes (180 days or less) are exempt from this regulation provided a permit is obtained for working within the Brazos County right of way.

SECTION 5 – CONSTRUCTION & INSPECTIONS

- A. Driveways connecting to concrete curb and gutter roadways shall be inspected after the placement of reinforcing steel and prior to the pouring of concrete, and again after the concrete pour for conformance with County standards.
- B. Driveways connecting to asphalt roadways will be inspected after the placement of materials for conformance with plans.
- C. The installation of culverts shall be governed by the following procedures:
 - 1. Culverts shall not be set until flow line elevations are set and approved by Brazos County.
 - 2. Culverts shall not be backfilled until an inspection is conducted by Brazos County to determine that the elevation and grade of the culverts have been correctly set.
 - 3. Culverts shall also be inspected upon completion of the placement of cement stabilized backfill, if required, and prior to commencement of driveway construction.
- D. All driveways requiring special geometric design shall be inspected for conformance with plans.
- E. The County Engineer may make any additional inspections deemed necessary to administer these Regulations.

- F. Sidewalks will be inspected before placement of concrete while formwork and re-bar are exposed. Inspection will verify nominal thickness of concrete. Items inspected will cover location, slope and obstruction by improperly elevated manholes, water valves etc.

SECTION 6 – ENFORCEMENT

The County Engineer shall be charged with the enforcement of these Regulations. If any person violates any provision of these Regulations the County Engineer will attempt to obtain compliance with these Regulations.

Driveways that have been installed without notification or authorization (unpermitted) by the County and have been found to hinder drainage or violate one of the above regulations will be removed and placed on the adjacent offending property following the process noted below:

- A. A Notice of Violation (NOV) will be placed on a stake or fence post to notify the property owner or installer that a violation has been identified by the County. The NOV provides the property owner with basic information regarding the cause for violation and provides contact information for the County Engineer or his representative.
- B. If no response is received within the ten (10) day period provided on the NOV then a letter will be mailed to the property owner noting the cause for violation along with the contact information for the County Engineer or his representative.
- C. If any person engages in the construction of a driveway, sidewalk or culvert crossing a County easement or right-of-way without a permit, the Commissioners' Court may direct the County Attorney to file suit to enjoin the violation of these Regulations.
- D. If any person engages in the construction of a driveway, sidewalk or culvert crossing a County easement or right-of-way without a permit, or if any person engages in the construction of a driveway or culvert in any manner except as specified in the permit issued therefore by the County Engineer, the Commissioners' Court may order the landowner to remove or repair the driveway or culvert at the landowner's expense.

[Texas Local Government Code §81.025, 1987]

When regulating driveway installations wherein a permit has been issued but the installer (property owner or contractor) has failed to:

- 1. start construction within the six (6) month period allowed;
- 2. correct the element that failed an inspection; or
- 3. complete construction within the nine (9) month period allowed;

the County Engineer may so report to the Commissioners' Court and the following remedies may be pursued:

1. If any person engages in the construction of a driveway, sidewalk or culvert in any manner except as specified in the permit issued therefore by the County Engineer, the Commissioners' Court may direct the County Attorney to file suit to enjoin the violation of these Regulations.
2. Any person securing a permit under these Regulations must certify to Commissioners' Court that the terms, provisions and conditions of the permit will be complied with. Violation of this certification constitutes contempt of Commissioners' Court.
3. If the Commissioners' Court finds a person to be guilty of contempt, it may enter such orders consistent with general law as it deems appropriate to punish the person guilty of contempt, and may enter such order and further orders enforceable by civil and criminal contempt, and consistent with its authority under general law, as Commissioners' Court deems necessary to enforce and protect its jurisdiction over the matter and to uphold the integrity of these Regulations.
4. The procedure for contempt proceedings before Commissioners' Court will be consistent with procedures in actions before other courts in this state for enforcement of court orders, and for the protection of the jurisdiction of courts by process of contempt. Provided, however, that the person shall be given ten (10) days notice of said contempt proceeding by certified or registered mail, return receipt requested.

SECTION 7 – EXCEPTIONS

- A. Appeals for exceptions to these Requirements will be considered on the following basis and only after good and sufficient cause has been demonstrated by the applicant for an exception:
 1. Upon denial of permit, the applicant may appeal the County Engineer's decision by stating and submitting his reasons in writing to the County Engineer within ten (10) days of the denial of said permit.
 2. The County Engineer shall review the appeal and within fifteen (15) days of receipt of the said appeal, shall reduce his findings to writing and submit his findings and recommendation to Commissioners' Court. The applicant shall be provided with a copy of the County Engineer's recommendations and may appear before Commissioners' Court to support his appeal.

SECTION 8 – RECORDS

- A. All applications and file copies of permits issued pursuant to these Requirements shall be maintained by the County Engineer or Road & Bridge as part of the permanent records of his office.

SECTION 9 – EFFECTIVE DATE

- A. The requirements shall become effective upon approval of Commissioners Court.

SECTION 10 – SEVERABILITY

- A. The provisions of these Requirements are severable. If any word, phrase, clause, sentence, section, provision, or part of these Requirements should be held invalid or unconstitutional, it shall not affect the validity of the remaining provisions, and it is hereby declared to be the intent of the Commissioners' Court that these Requirements would have been adopted as to the remaining portions, regardless of the invalidity of any part.

SECTION 11 – PERMIT FEES AND BONDS

NOTE: ALL PERMIT FEES ARE NON-REFUNDABLE and NON-TRANSFERABLE.

The fees for permits and inspections shall be as follows:

- A. PERMITS:
 - 1. Single Family Residential and Agricultural Driveways (Open Ditch Sections) - New and modify/add-ons.
 - a. Permit Fee: Payable at the time permit application is submitted.

SECTION 12 – APPLICATIONS

Applications for permits for the construction of driveways, sidewalks and culverts on County or public easements or rights-of-way shall be made to the County Engineer prior to the start of construction.

- A. Permits from the County are not required for the following:
 - 1. The *repairs* of driveways constructed on concrete curb and gutter public streets, or
 - 2. The installation, repair, or replacement of driveways / culverts on roads that are not in the County's Road and Bridge road maintenance system.
- B. When an application for a driveway, with or without a culvert or sidewalk, is filed, the applicant (property owner or installer) will provide and consider the

following:

1. The location of the driveway / culvert by staking its beginning and the end on the ground and showing the distance from the nearest property corner or intersecting street or road.
2. Whether the driveway / culvert will provide ultimate access to single family residential / agricultural or multi-family residential / commercial development.
3. The type of driveway surface and culvert material. All culverts shall be constructed of reinforced concrete or CMP (Polymer Coated CMP at concrete drives) or equivalent. All concrete pre-cast conduits or pipe shall be new, tongue and groove (bell ended pipe shall not be used), reinforced Class III pipe. An exception may be granted for the use of used reinforced concrete pipe for residential use only after an inspection of the pipe and the County Engineer determines that the quality of the used pipe is equivalent to new pipe.
4. The length of the proposed culvert based on the following standards:

	Single Family Residential / Agricultural	All Other Driveways
Minimum for walkway	One joint of pipe (8')	
Minimum for driveway	24 feet	24 feet
Maximum for driveway	40 feet	60 feet (<i>Inlets shall be spaced 50 feet or in the midpoint of any culvert over</i>)

New Street Crossings or Connections to Existing Streets: Length to be determined by the County Engineer.

5. The location of all physical objects such as drainage inlets or catch basins within the portion of the driveway or sidewalk which is within the County or public easement or right-of-way that might conflict with the construction of the driveway. The applicant must provide the location of all manmade objects within the portion of the driveway or sidewalk which is within the County or public easement or right-of-way.
6. That a driveway connecting to a concrete curb and gutter street or road is designed in accordance with Brazos County Drawings and any subsequent amendments or revisions thereto as promulgated by the County Engineer.
7. That a driveway constructed over a roadside ditch culvert conforms to at least the geometric requirements of the aforementioned drawings.

8. Safety end treatments with pipe runners are required for all pipes larger than 30".
9. That driveways proposed to be located on a corner lot is not shown to be located within any portion of public street curb radii.
10. Whether a special design is required whenever the driveway may be proposed in a location hazardous to traffic safety.
11. That driveways located on the same property shall be separated by a minimum of twenty (20) feet.
12. That sidewalks constructed in County rights-of-way or easements be constructed in accordance with the Brazos County Drawings and any subsequent amendments or revisions thereto as promulgated by the County Engineer.
13. The size of culvert. The minimum culvert diameter shall be fifteen (15) inches.
14. Commercial sites shall be required to have their driveway designed by a professional engineer and submitted to the County Engineer for review.
15. Whether the proposed culvert conforms to all other requirements of these regulations.
16. If the County has need to increase the size or change the depth and grade of an existing roadside ditch or drainage easement, the County will incur the cost of the replacement for existing driveways within the work area. Driveways will be replaced with similar material. The driveway installation will only be offered to properties that exhibit signs of recent and frequent access or to properties that have existing structures such as garages or boat barns that require vehicular access.
17. The property owner will be responsible for the maintenance, upkeep, and repair of the culvert crossing (driveway surface and pipe opening).
18. Temporary culverts, culverts used for access to property used for agricultural purposes or for access to single family dwellings, are exempt from this requirement.

All permits issued by the County Engineer for the construction of driveways, sidewalks or culverts on a County or public easement or right-of-way shall require conformance with these Regulations including Brazos County Drawings and any subsequent amendments or revisions thereto as promulgated by the County Engineer.

The County Engineer shall promulgate forms to be used in the administration of these Regulations.

SECTION 13 – FEES

Per the Fee Schedule adopted by Commissioner's Court approval, fees for driveway permits and re-inspections are as follows:

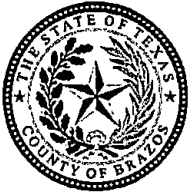
	New	Modification	Re-Inspection
Single Family Residential / Agricultural	\$100	\$50	\$50
Multi-Family Residential/ Commercial	\$100	\$50	\$100

SECTION 14 – PROMULGATION OF FORMS

Forms are promulgated for use in the administration of these regulations. The County Engineer may add to these forms or may promulgate additional forms as may be needed to administer these regulations.

SECTION 15 – PROMULGATION OF DETAILS

Details (drawings) are promulgated for use in the administration of these regulations. The County Engineer may revise these details or may promulgate additional details as may be needed to administer these regulations.



Brazos County Road & Bridge Office
2617 SH 21 West
Bryan, TX 77803
Telephone: (979) 822-2127
Fax: (979) 775-0456
Email: access@brazoscountytexas.gov

RIGHT-OF-WAY ACCESS PERMIT APPLICATION

SUBJECT PROPERTY INFORMATION	
APPLICATION DATE:	RESUBMITTAL: <input type="checkbox"/> YES <input type="checkbox"/> NO
PROJECT / SUBDIVISION NAME:	
PROJECT ADDRESS OR LOCATION:	
COUNTY ROAD:	COMMISSIONER PRECINCT:
LEGAL DESCRIPTION:	
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS:	

TYPE OF APPLICATION		
<input type="checkbox"/> DRIVEWAY	<input type="checkbox"/> SIDEWALK	<input type="checkbox"/> MAILBOX
<input type="checkbox"/> CULVERT	<input type="checkbox"/> OTHER	

APPLICATION PURPOSE		
<input type="checkbox"/> RESIDENTIAL	<input type="checkbox"/> MANUFACTURED HOME RENTAL COMMUNITY	<input type="checkbox"/> COMMERCIAL
<input type="checkbox"/> OTHER (Please explain):		

FLOODPLAIN	
IS ANY OF THE PROPERTY LOCATED IN A FLOODPLAIN OR FLOOD HAZARD AREA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Acknowledgment: The flood hazard boundary maps and other flood data used by Brazos County in evaluating flood hazards to proposed Developments are considered reasonable and accurate for regulatory purposes and are based on the best available scientific and engineering data. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. Issuance of a Floodplain Permit in accordance with the Brazos County Flood Damage Prevention Ordinance does not imply that Development outside the areas of special flood hazard will be free from flooding or flood damage. Issuance of a permit shall not create liability on the part of Brazos County or any officer or employee of Brazos County in the event flooding or flood damage does occur.	

TxDOT RIGHT-OF-WAY	
WILL ANY CONSTRUCTION OCCUR IN TxDOT RIGHT-OF-WAYS?	<input type="checkbox"/> YES <input type="checkbox"/> NO

DIGITAL FILE SUBMISSION			
COUNTY ENGINEER	<input type="checkbox"/> ADOBE (.pdf file)	<input type="checkbox"/> AutoCAD (.dwg file)	(Email To: plats@brazoscountytexas.gov)
911 ADDRESSING	<input type="checkbox"/> ADOBE (.pdf file)	<input type="checkbox"/> AutoCAD (.dwg file)	(Email To: gis@brazoscountytexas.gov)

CONTACT INFORMATION		
APPLICANT INFORMATION		
FIRM NAME:		
CONTACT:		
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	FAX:	
EMAIL:		

PROPERTY OWNER INFORMATION		
FIRM NAME:		
CONTACT:		
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	FAX:	
EMAIL:		

PROPERTY OWNER CONSENT / AGENT AUTHORIZATION		
By my signature, I hereby affirm that I am the property Owner of record, or if the applicant is an organization or business entity, that authorization has been granted to represent the Owner, organization or business in this Application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the Development/Subdivision of this property.		
SIGNATURE:	PRINTED NAME:	DATE:
SIGNATURE:	PRINTED NAME:	DATE:
By signing this form, the Owner of the property authorizes Brazos County to begin proceedings in accordance with the process for this type of Application indicated on page one of this Application. The Owner further acknowledges that submission of an Application does not in any way obligate the County to approve the Application and that although County staff may make certain recommendations regarding this Application, the Commissioner's Court may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.		

CALCULATIONS OF FEES	
NEW RESIDENTIAL: \$100	NEW COMMERCIAL: \$100
EXISTING RESIDENTIAL: \$50	EXISTING COMMERCIAL: \$50

RECEIPT BY BRAZOS COUNTY (Official Use Only)	
DATE APPLICATION RECEIVED: ____ / ____ / ____	DATE APPLICATION RECEIVED / REJECTED: ____ / ____ / ____
SIGNATURE:	SIGNATURE:
Receipt of this Application by Brazos County does not provide confirmation or acceptance of a complete Application, nor does it waive requirements for any additional information not contained as part of this Application which may also be needed as a part of the review process.	

County will assist as follows:

SIZE ONLY: _____

(Note: In subdivisions and on roads not maintained by Brazos County, the County will only size Culvert; the Owner will be responsible for installation)

CULVERT LOCATION (if the property is located in a subdivision, please provide the lot and block number; if not in a subdivision, provide approximate distance from the nearest intersecting road and whether the entrance is on the left or right side of the roadway):

Culvert/Driveway location must be staked with T-posts or wooden posts at least 3-feet long with flagging at top of stakes and placed approximately 25-feet apart.

County will determine/verify size of culvert.

The Commissioners Court of Brazos County, Texas hereby authorizes you (Applicant) to (re) construct facilities on the County right-of-way for Development of access to your property abutting

_____ located _____
provided you agree to and comply with the aforementioned responsibilities and requirements.

Commissioners Court of Brazos County, Texas

County Engineer / Designee

APPLICANT / PROPERTY OWNER CERTIFICATION:

This permit shall not be valid until Applicant signs the statement in which he/she agrees to comply with conditions herein.

I, the undersigned, hereby agree to accept and comply with the terms set out in this permit for construction of access driveway facilities on road right-of-way.

Should the Applicant/property owner elect to install a driveway improvement within the right-of-way constructed of concrete pavement, brick or stone pavers, or other rigid material the Applicant/property owner shall become solely responsible for the structure. Should removal of a portion or entire driveway or mailbox become necessary for any reason deemed by Brazos County, the cost of removal, and the cost for replacement, shall be the sole responsibility of the property owner.

I certify that I have read the Brazos County regulations and agree to abide by them.

I further acknowledge and agree that the obligations and duties contained herein shall be binding on Property Owners, heirs, successors, and assigns.

Signature: _____ **Printed Name:** _____

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on _____ by

_____.

_____ NOTARY PUBLIC

Printed Name: _____

My Commission Expires: _____



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC 2017 - Right of Way
Acquisition - Bradley Camillus
Wade - Wade Road - 0.27 acre

DATE OF COURT MEETING: 3/7/2017

ITEM: Acceptance of Special Warranty Deed from Bradley Camillus Wade and Shanae Vick as Co-Executors of the Estate of Minnie Louise Wade, deceased; Bradley Camillus Wade and Annie Belle Wade for 0.27 acre of land to be used for constructing a cul de sac at the end of Wade Road. This work is needed in order to accommodate the future closing of the Union Pacific Railroad crossing. Site is located in Precinct 1.

TO: Commissioners Court

FROM: Darrell Kolwes

DATE: 03/01/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

11

**BRAZOS COUNTY
COMMISSIONERS' COURT
ACTION FORM**

DEPARTMENT: Road & Bridge

MEETING DATE: March 7, 2017

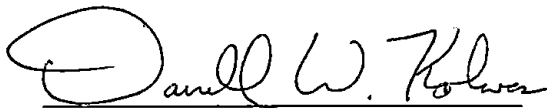
SUBJECT: Right-of-Way Acquisition

Acceptance of Special Warranty Deed from Bradley Camillus Wade and Shanae Vick as Co-Executors of the Estate of Minnie Louise Wade, deceased; Bradley Camillus Wade and Annie Belle Wade for 0.27 acre of land to be used for constructing a cul de sac at the end of Wade Road. This work is needed in order to accommodate the future closing of the Union Pacific Railroad crossing. Site is located in Precinct 1.

The following supporting documentation is attached for reference:

- Copy of Special Warranty Deed
- Copy of Right-of-Way Acquisition Agreement

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: 3/7/17

**BRAZOS COUNTY
COMMISSIONERS' COURT
ACTION FORM**

DEPARTMENT: Road & Bridge

MEETING DATE: March 7, 2017

SUBJECT: Right-of-Way Acquisition

Acceptance of Special Warranty Deed from Bradley Camillus Wade and Shanae Vick as Co-Executors of the Estate of Minnie Louise Wade, deceased; Bradley Camillus Wade and Annie Belle Wade for 0.27 acre of land to be used for constructing a cul de sac at the end of Wade Road. This work is needed in order to accommodate the future closing of the Union Pacific Railroad crossing. Site is located in Precinct 1.

The following supporting documentation is attached for reference:

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- Copy of Right-of-Way Acquisition Agreement

SUBMITTED BY:



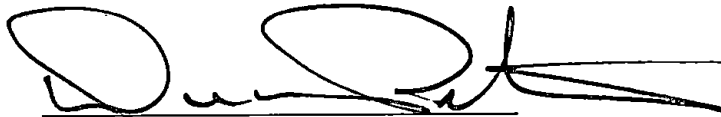
Darrell W. Kolwes
Right of Way Agent

ACKNOWLEDGED BY:



Steve Aldrich
Commissioner Precinct 1

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



Duane Peters, County Judge

DATE: 3/7/17

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

Wade Road

Special Warranty Deed

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

**KNOW ALL MEN
BY THESE PRESENTS:**

**GRANTOR(S): Bradley Camillus Wade and Shanae Vick as Co-Executors of the
 Estate of Minnie Louise Wade, deceased; Bradley Camillus Wade and
 Annie Belle Wade**

Grantor's Mailing Address:

Bradley Camillus Wade
5179 Wade Road
College Station, Texas 77845-6920

Shanae Vick
5423 Stousland Road
College Station, Texas 77845

Annie Belle Wade
5059 Wade Road
College Station, Texas 77845-6921

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 0.27 of one acre of land situated in the J. C. STUTEVILLE SURVEY, Abstract No. 216, Brazos County, Texas and being a part of that certain called 503.39 acre tract as recorded in deed from J. H. Wade, et al to T. C. Wade of record Volume 159, Page 201, Deed Records of Brazos County, Texas, said 0.27 acre tract being more particularly described by metes and bounds description 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."

This conveyance is made and accepted subject to any and all Oil and Gas Leases, easements and other matters of record and 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 28th day of February, 2017.

Bradley Camillus Wade
Bradley Camillus Wade, Co-Executor of the
Estate of Minnie Louise Wade, deceased

Shanae Vick
Shanae Vick as Co-Executor of the
Estate of Minnie Louise Wade, deceased

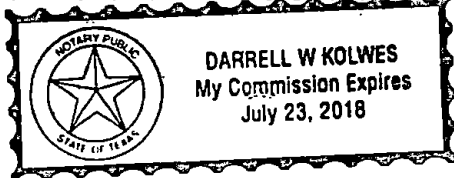
Bradley Camillus Wade
Bradley Camillus Wade

Annie Belle Wade
Annie Belle Wade

Acknowledgment

STATE OF TEXAS §
COUNTY OF Brazos §

This instrument was acknowledged before me on 2-28-17 by Bradley Camillus Wade, as
Co-Executor of the Estate of Minnie Louise Wade, deceased.



Darrell W. Kolwes
Notary Public, State of Texas

Acknowledgment

STATE OF TEXAS §
COUNTY OF Brazos §

This instrument was acknowledged before me on 2-28-17 by Shanae Vick as Co-Executor
of the Estate of Minnie Louise Wade, deceased.



Darrell W. Kolwes
Notary Public, State of Texas

Acknowledgment

STATE OF TEXAS §
COUNTY OF Brazos §

This instrument was acknowledged before me on 2-28-17 by Bradley Camillus Wade



Darrell W. Kolwes
Notary Public, State of Texas

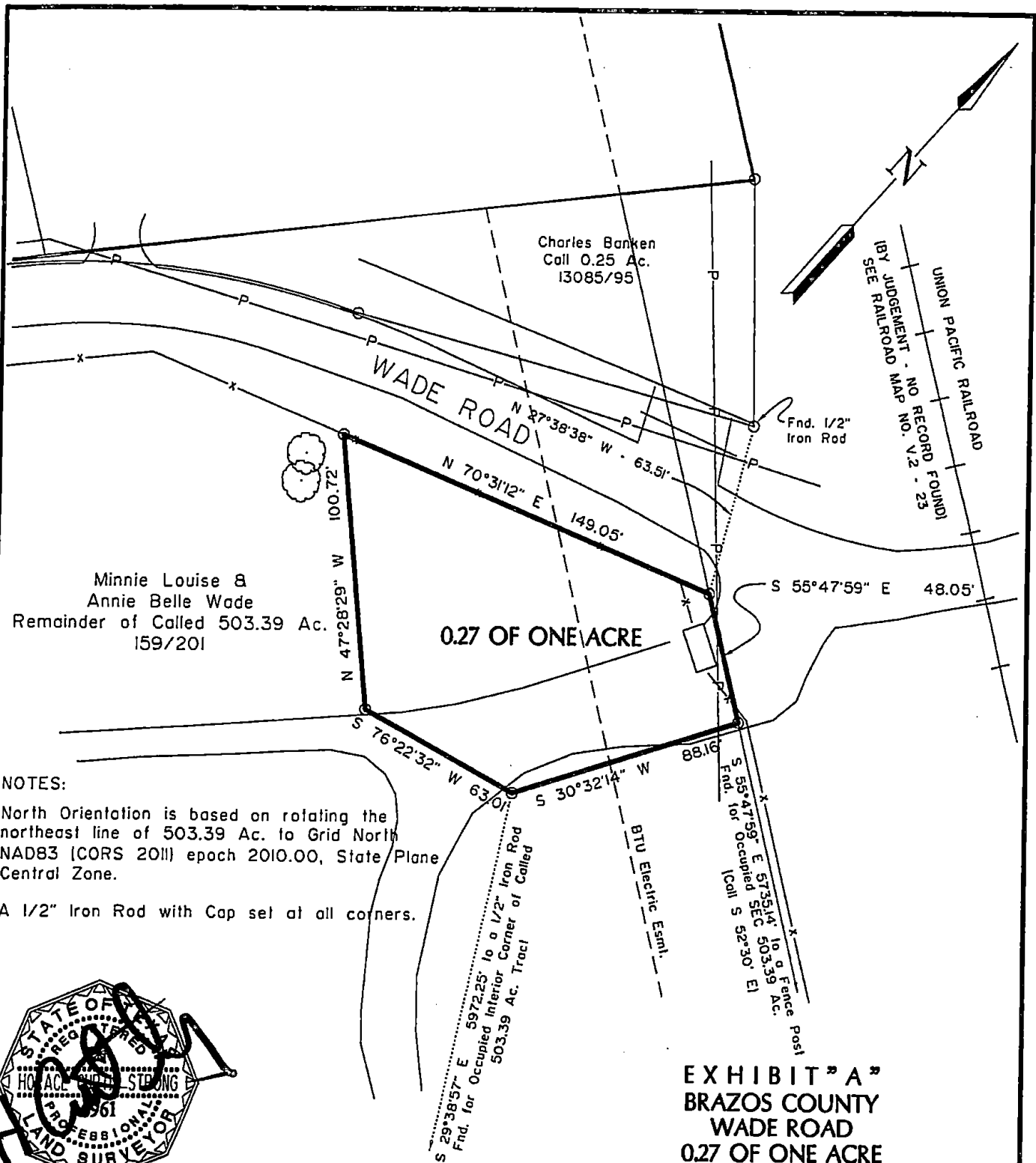
Acknowledgment

STATE OF TEXAS §
COUNTY OF Brazos §

This instrument was acknowledged before me on 2-28-17 by Annie Belle Wade.



Darrell W. Kolwes
Notary Public, State of Texas



NOTES:

North Orientation is based on rotating the northeast line of 503.39 Ac. to Grid North NAD83 (CORS 2011) epoch 2010.00, State Plane Central Zone.

A 1/2" Iron Rod with Cap set at all corners.



I, H. Curtis Strong, Registered Professional Land Surveyor No. 4961, do hereby certify that this plat is the results of an on the ground survey performed under my supervision during August, 2016 and is true and correct to the best of my knowledge.

STRONG SURVEYING, LLC
FIRM No. 10093500
1722 Broadmoor, Suite 105
Bryan, Texas 77802
Phone: (979) 776-9836
Fax: (979) 731-0096
email: curtis@strongsurveying.com

EXHIBIT "A"
BRAZOS COUNTY
WADE ROAD
0.27 OF ONE ACRE
RIGHT-OF-WAY WIDENING
OUT OF THE
T. C. WADE
REMAINDER OF CALLED 503.39 ACRES
VOLUME 159, PAGE 201
J. C. STUTEVILLE SURVEY, A - 216
BRAZOS COUNTY, TEXAS
SCALE: 1" = 50' NOVEMBER 18, 2016
SHEET 1 OF 2

Sheet 2 of 2
FIELD NOTES
BRAZOS COUNTY
WADE ROAD
RIGHT-OF-WAY WIDENING
0.27 OF ONE ACRE
OUT OF THE
T. C. WADE
REMAINDER OF CALLED 503.39 ACRE TRACT
VOLUME 159, PAGE 201
J. C. STUTEVILLE SURVEY, A - 219
BRAZOS COUNTY, TEXAS
DECEMBER 6, 2016

All that certain lot, tract or parcel of land being 0.27 of one acre situated in the J. C. STUTEVILLE SURVEY, Abstract No. 216, Brazos County, Texas and being a part of that certain Called 503.39 acre tract as described in deed from J. H. Wade et al to T. C. Wade of record in Volume 159, Page 201, Deed Records of Brazos County, Texas, said 0.27 acre tract being more particularly described as follows:

BEGINNING at a 1/2" Iron Rod with Cap set in the northeast line of said Called 503.39 acre tract for the northeast corner, said point being in the southwest right-of-way line of the Union Pacific Railroad, a 1/2" Iron Rod found for reference at the east corner of the Charles Banken Called 0.25 Acre Tract as described in Volume 13085, Page 95 bears N 27 ° 38 ' 38 " W a distance of 63.51 feet;

THENCE S 55 ° 47 ' 59 " E, along the northeast line of said Called 503.39 acre tract and the southwest right-of-way line of said Union Pacific Railroad a distance of 48.05 feet to a 1/2" Iron Rod with Cap set for the most easterly corner, a Fence Corner Post found for the Occupied southeast corner of said Called 503.39 acre tract bears S 55 ° 47 ' 59 " E a distance of 5735.14 feet;

THENCE S 30 ° 32 ' 14 " W, a distance of 88.16 feet to a 1/2" Iron Rod with Cap set for angle point, a 1/2" Iron Rod found for an Occupied Interior Corner of said Called 503.39 acre tract bears S 29 ° 38 ' 57 " E a distance of 5972.25 feet;

THENCE S 76 ° 22 ' 32 " W, a distance of 63.01 feet to a 1/2" Iron Rod with Cap set for angle point;

THENCE N 47 ° 28 ' 29 " W, a distance of 100.72 feet to a 1/2" Iron Rod with Cap set in an existing fence line for the most westerly corner;

THENCE N 70 ° 31 ' 12 " E, along the south line of Wade Road a distance of 149.05 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.27 OF ONE ACRE OF LAND MORE OR LESS, according to a survey performed during the month of November, 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 northeast line of said Called 503.39 acre tract to Grid North NAD83(CORS2011) epoch 2010.00 State Plane Central Zone.

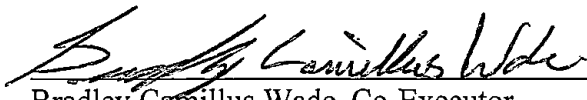


**RIGHT-OF-WAY
ACQUISITION AGREEMENT**

Road: Wade Road
Project: R1-225
W.O. No.: 33417
Precinct: 1

I (we) the undersigned owner(s), accept payment of \$27,249.00 as compensation and full settlement for granting of a Special Warranty Deed in, along, upon and across 0.27 acre of property located on the above mentioned project. I (we) agree that the proceeds of this amount will be divided among interest owners as follows:

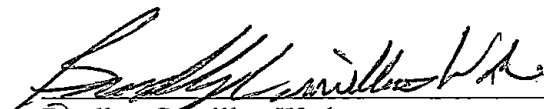
	<u>Amount</u>
Estate of Minnie Louise Wade, deceased	\$18,926.73


Bradley Camillus Wade, Co-Executor

Date: 2-28-17


Shanae Vick, Co-Executor

Date: 2/28/17


Bradley Camillus Wade

\$3,854.48

Date: 2-28-17


Annie Belle Wade

\$4,467.79

Date: 2-28-2017



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC 2017 - Utility Permit - Texas
A&M University - Lacy Well Road -
Road bore 1,160 feet near right

DATE OF COURT MEETING: 3/7/2017

ITEM: Consider and take action on the Texas A&M University utility permit to conduct a bore a distance of 1,160 feet and 5 feet deep within 2 feet of the right of way line on Lacy Well Road. Bore will be 6 feet deep under existing drainage crossing. Bore is for a Fiber Optic Cable. Site is located in Precinct 4.

TO: Commissioners Court

FROM: Darrell Kolwes

DATE: 02/28/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
<u>Utility Permit - Texas A M University - Lacey Well Road - Road bore 1 160 feet near right of way line.pdf</u>	Utility Permit - Texas A&M University - Lacy Well Road - Road bore 1,160 feet near right of way line.	Backup Material

**BRAZOS COUNTY
COMMISSIONERS' COURT
ACTION FORM**

DEPARTMENT: Road & Bridge

MEETING DATE: March 7, 2017

SUBJECT: Utility Permit – Texas A&M University

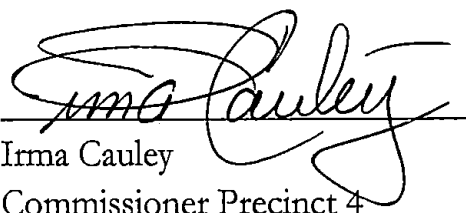
Consider and take action on the Texas A&M University utility permit to conduct a bore a distance of 1,160 feet and 5 feet deep within 2 feet of the right of way line on Lacy Well Road. Bore will be 6 feet deep under existing drainage crossing. Bore is for a Fiber Optic Cable. Site is located in Precinct 4.

SUBMITTED BY:

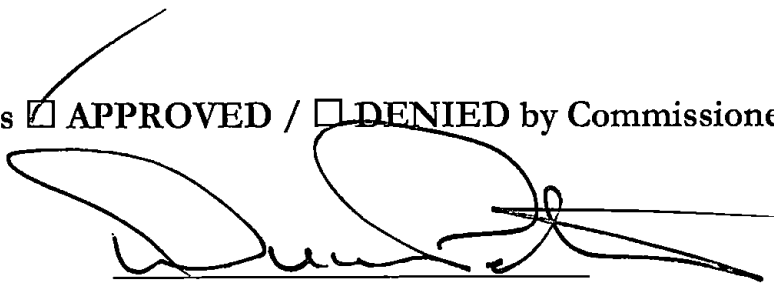


Darrell W. Kolwes
Right of Way Agent

ACKNOWLEDGED BY:


Irma Cauley
Commissioner Precinct 4

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



Duane Peters, County Judge

DATE: 3/7/17

**NOTIFICATION OF PROPOSED INSTALLATION AND/OR REPAIRS
OF TELEPHONE FACILITIES AND DESIGNATING
PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY
TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS**

Comes now Texas A&M University [company name], hereinafter referred to as "Company" a _____ [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby notifies the County Engineer of its intent to lay, construct, maintain, repair and/or operate a telephone facility under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Fiber Optic Cable will be installed inside a 1½" subduct which shall be bored 5 feet deep and within 2 feet of the right of way line (fence line) on Lacey Well Road from FM 60 to 1,160 feet Northwest on Lacey Well Road. Cable will be bored 6 feet under drainage crossing. A pull box will be installed near the right of way line on each end.

The location and description of the proposed installation and appurtenances must be fully shown on detailed drawings attached to this Notification.

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 45 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to provide a new notice.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this notice shall be kept at the job site any time work is being performed.

In the event of deviation from this notice, the Brazos County Engineer's Office or its designated representative will be notified as soon as practicable.

Approval of County Engineer's Office may take as long as two weeks after complete application is received.

Failure to notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

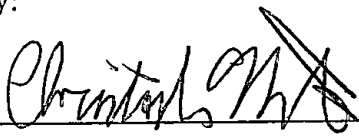
By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this notification.

Texas A&M University

Company Name

Chris Norton

By:



Signature

Associate Director TAMU Telecommunications

Title

1174-TAMU

Address

College Station, Texas 77843-1174

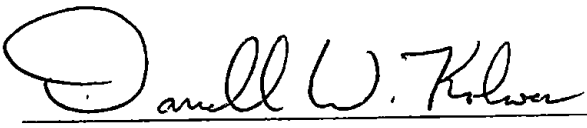
Phone Number (979) 458-5454

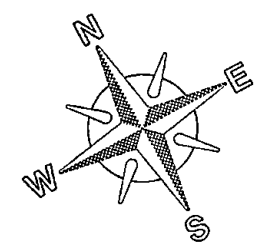
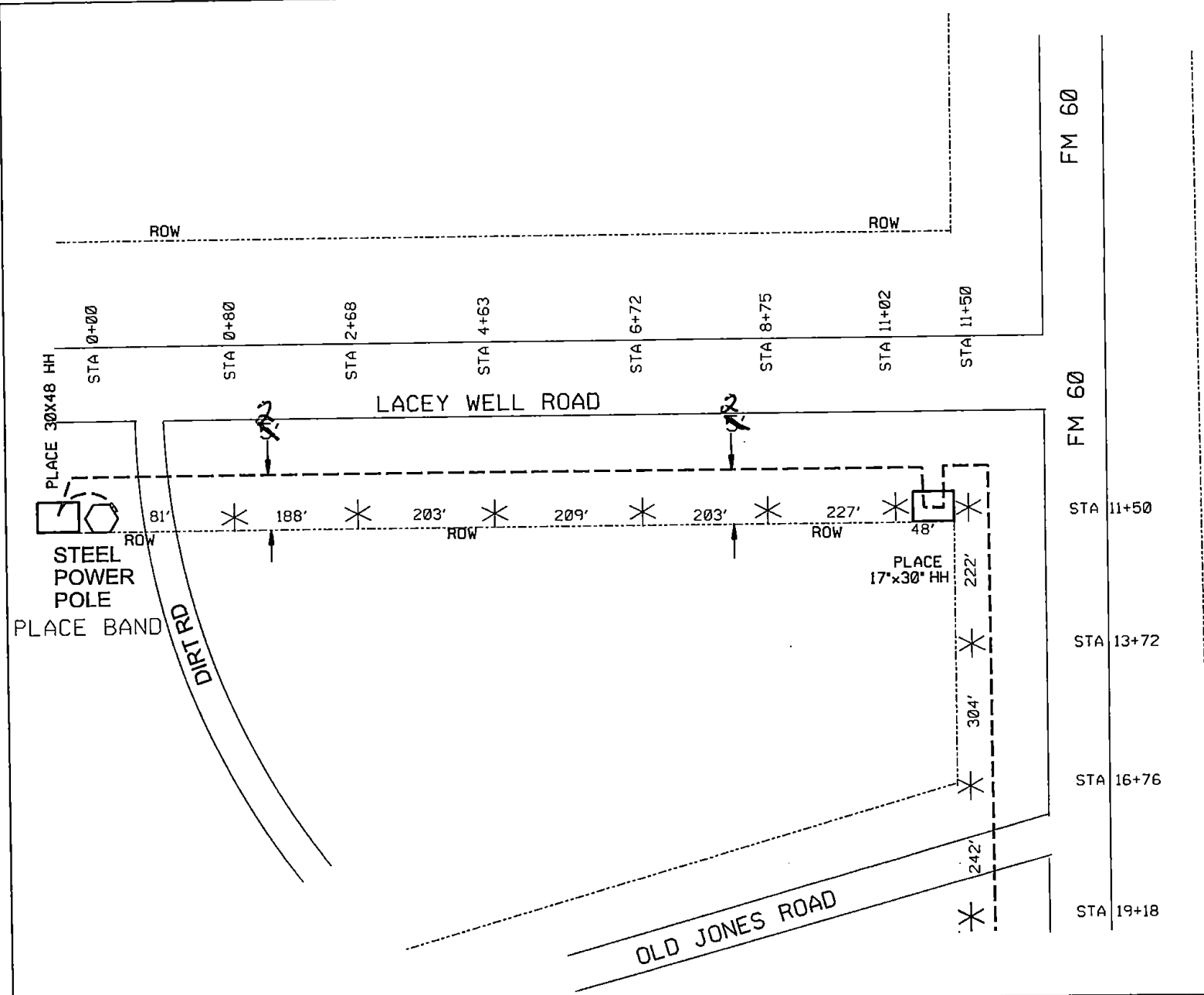
Email: cnorton@mail.telecom.tamu.edu

ACCEPTANCE OF NOTIFICATION

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated 2-27-17 except as noted below: (Month/Day/Year)

EXCEPTIONS: *None*


for Brazos County Engineer



COUNTY
PERMIT

TEXAS A&M
UNIVERSITY

SHEET 1



Lacy Well Rd

Lacy Well Rd

60

© 2016 Google

Google

Imagery Date: 11/19/2016 30°34'24.49" N 96°24'09.14" W elev 273

**BRAZOS COUNTY ROADWAY SAFETY AND ROAD
PRESERVATION STANDARDS FOR WORK CONDUCTED IN
BRAZOS COUNTY RIGHTS OF WAY**

A. General Requirements

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. Safety Requirements

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. Traffic Control Plan

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
 - a. Any construction (i.e. pit, excavation, hole) left open overnight, requires specific nighttime traffic control measures pursuant to the TMUTCD;

- b. If construction is within ten (10) feet of the roadway; or
 - c. Any work performed in the road right-of-way;
2. Plan must be attached to the permit and kept at the job site any time work is being performed.
 3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
 - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
 - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
 - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
 - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60 feet.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
 - Power – 0 to 2 feet, nominally 1'
 - Phone – 2 to 4 feet, nominally 3'
 - Gas – 4 to 6 feet, nominally 5'
 - Cable – 6 to 8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above; however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
 - a. be bored or jacked. ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;
 - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;

- c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.

9. Bore Pits:

- a. no pits shall remain open longer than 2 days;
- b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
- c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
- d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
- e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
- f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.

10. Any installation within ten (10) feet of edge of pavement shall meet the following:

- a. location must be approved by the County Engineer or his representative
- b. backfilled with cement stabilized material.
- c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
- d. all excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
- e. all disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
- f. no side or lateral tamping to fill voids under the base and pavement materials is allowed.

11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.

12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.

13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc.), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.

14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

- 1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company

shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer's Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or its designated representative and a permit has been obtained.

G. Relocation of utilities

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.

- diameter
- wall thickness
- material specification
- minimum yield strength
- maximum operation pressure of the pipeline

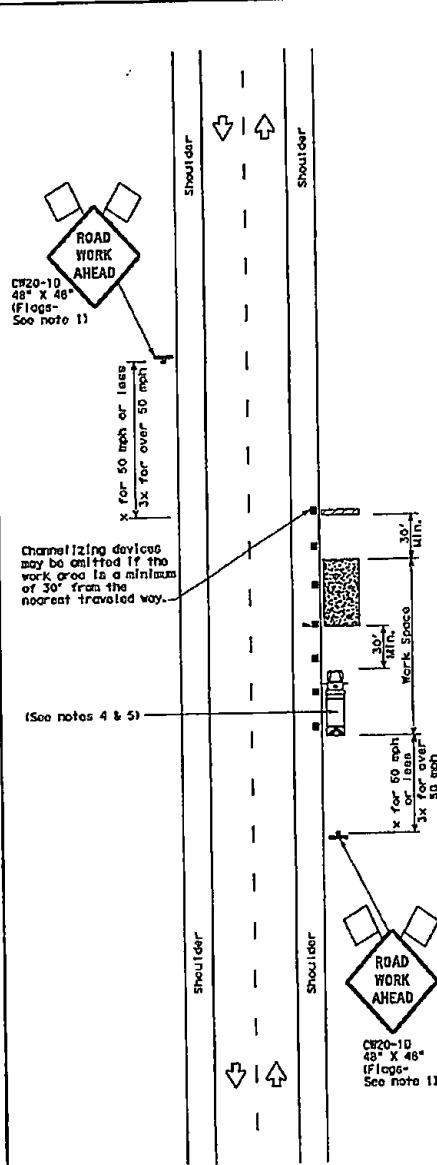
2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.
3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.
4. Petroleum Pipelines:

<u>Type of Pipeline</u>	<u>Depth</u> <u>(below deepest ditch grade)</u>	<u>Special Requirements</u>
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

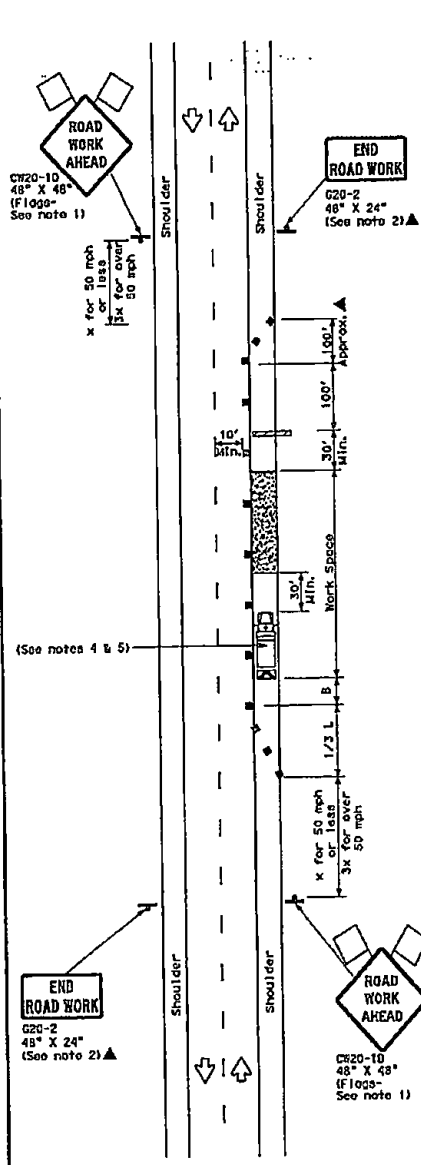
5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.
6. Natural Gas Distribution is a line that serves the final customer.

DISCLAIMER: The use of this standard is governed by the Texas Engineering Practices Act. No warranty of any kind is made by the Texas Department of Transportation for the use of this standard. The user assumes all responsibility for the results or damages resulting from its use.



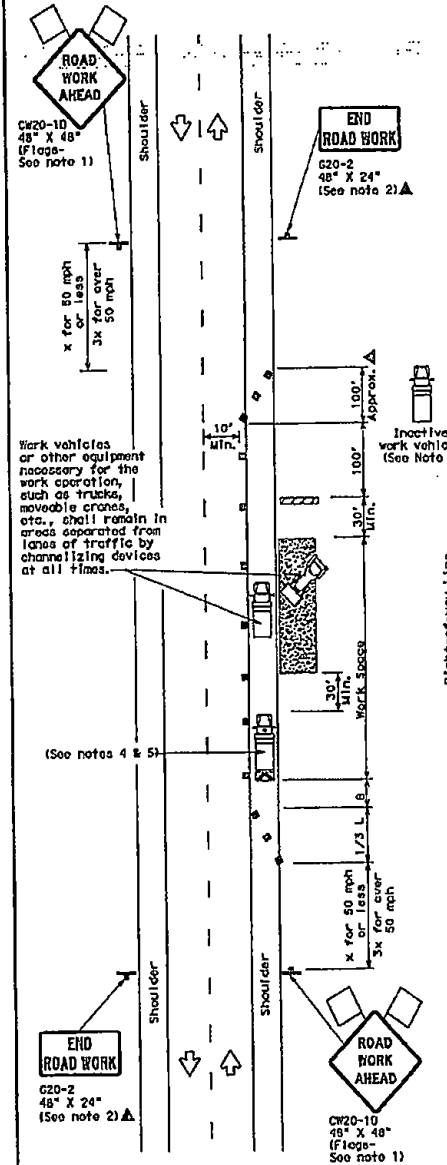
TCP (2-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (2-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (2-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND	
	Type 3 Barricade
	Heavy Work Vehicle
	Trailer Mounted Flashing Arrow Board
	Sign
	Flag
	Channelizing Device
	Truck Mounted Attenuator (TMA)
	Portable Changeable Message Sign (PCMS)
	Traffic Flow
	Flagger

Posted Speed mi/h	Formula	Minimum Spacing of Taper Lengths ft			Suggested Maximum Spacing of Channelizing Devices ft		Minimum Sign Spacing ft	Suggested Longitudinal Buffer Space ft
		10' Offset	11' Offset	12' Offset	On a Taper	On a Taper		
30	L = WS ² /60	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50	L = WS	500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
 ** Taper lengths have been rounded off.
 L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY

- GENERAL NOTES
- Flags attached to signs where shown, are REQUIRED.
 - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
 - Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
 - Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
 - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
 - See TCP (5-1) for shoulder work on divided highways, expressways and freeways.
 - Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
 - CW21-5 "SHOULDER WORK" signs may be used in place of CW21-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP (2-1)-12

(11/00) December 1985 2-54 8-25 1-27 4-28 161	NEW TEXAS 2-12 8-25 1-27 4-28	OLD TEXAS 2-12 8-25 1-27 4-28	NEW TEXAS 2-12 8-25 1-27 4-28	OLD TEXAS 2-12 8-25 1-27 4-28
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**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC 2017 - Utility Permit - Frontier Communications - Smetana Road (1) - Road bore and lateral service

DATE OF COURT MEETING: 3/7/2017

ITEM: Consider and take action on the Frontier Communications utility permit to conduct an 80' bore under Smetana Road 275 feet north of SH 21. Work will include placing a cable through bore continuing on 60 feet to the north within 5 feet of the right of way line. Line will maintain a 36 inch minimum depth under the bottom of the ditch and within the right of way. Line is being relocated to accommodate the widening of Smetana Road. Site is located in Precinct 4.

TO: Commissioners Court

FROM: Darrell Kolwes

DATE: 03/02/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
<u>Utility Permit - Frontier Communications - Smetana Road (1) - Road bore and lateral service line..pdf</u>	Utility Permit - Frontier Communications - Smetana Road (1) - Road bore and lateral service line.	Backup Material

**BRAZOS COUNTY
COMMISSIONERS' COURT
ACTION FORM**

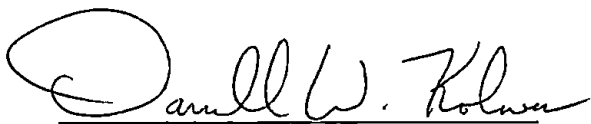
DEPARTMENT: Road & Bridge

MEETING DATE: March 7, 2017

SUBJECT: Utility Permit – Frontier Communications Corporation

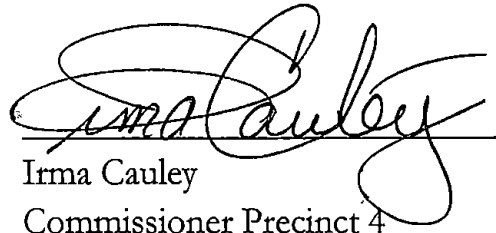
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SUBMITTED BY:



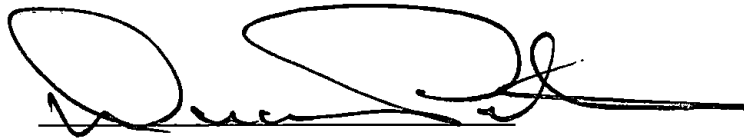
Darrell W. Kolwes
Right of Way Agent

ACKNOWLEDGED BY:



Irma Cauley
Commissioner Precinct 4

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



Duane Peters, County Judge

DATE: 3/7/17

Bryan 5207947

**NOTIFICATION OF PROPOSED INSTALLATION AND/OR REPAIRS
OF TELEPHONE FACILITIES AND DESIGNATING
PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY
TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS**

Comes now FRONTIER COMMUNICATIONS CORPORATION [company name], hereinafter referred to as "Company" a TEXAS [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby notifies the County Engineer of its intent to lay, construct, maintain, repair and/or operate a telephone facility under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Beginning at a point approximately 275' north of the junction of Smetana Rd and Hwy 21, a bore will be made west across Smetana Rd for 80' to the new R.O.W. line, then buried cable will continue north a 5' within the new west R.O.W. for 60' to a new BTU pole. Cable will be buried to a minimum depth of 36".

The location and description of the proposed installation and appurtenances must be fully shown on detailed drawings attached to this Notification.

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 30 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to provide a new notice.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this notice shall be kept at the job site any time work is being performed.

In the event of deviation from this notice, the Brazos County Engineer's Office or its designated representative will be notified as soon as practicable.

Approval of County Engineer's Office may take as long as two weeks after complete application is received.

Failure to notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this notification.

FRONTIER COMMUNICATIONS CORPORATION

Company Name

Brenda Vajdak

By:

Brenda L. Vajdak

Signature

Supervisor-Network Engineer

Title

301 Industrial Blvd., Bryan, Texas 77803

Address

979-821-4770

Phone Number

Brenda.vajdak@verizon.com

Email

ACCEPTANCE OF NOTIFICATION

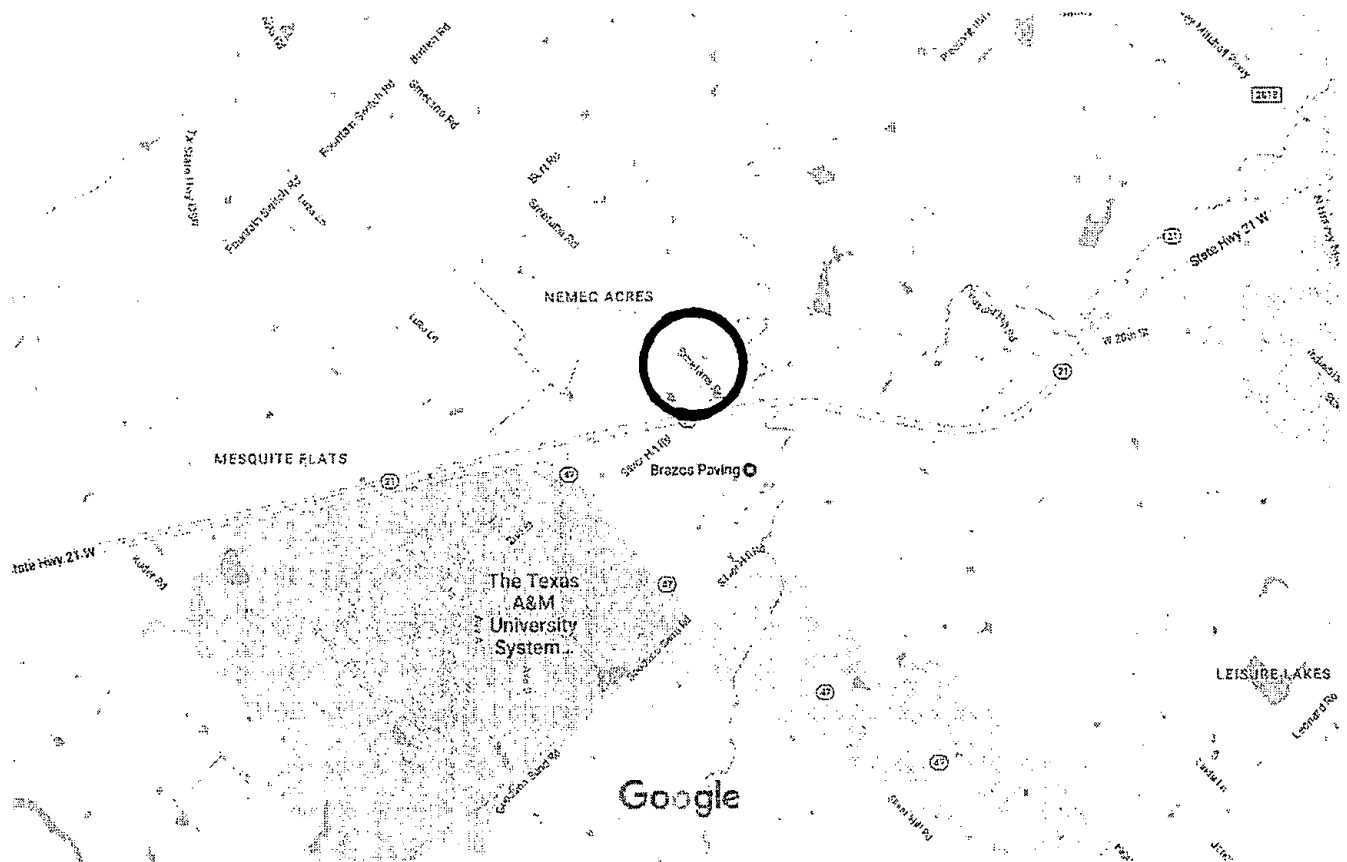
Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated Jan. 25, 2017 except as noted below:
(Month/Day/Year)

EXCEPTIONS: *None*

Danell W. Kolwan

for Brazos County Engineer

Google Maps BRYAN MAIN WO# 5207947 WORK LOCATION



Map data ©2017 Google 2000 ft

**BRAZOS COUNTY ROADWAY SAFETY AND ROAD
PRESERVATION STANDARDS FOR WORK CONDUCTED IN
BRAZOS COUNTY RIGHTS OF WAY**

A. General Requirements

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. Safety Requirements

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
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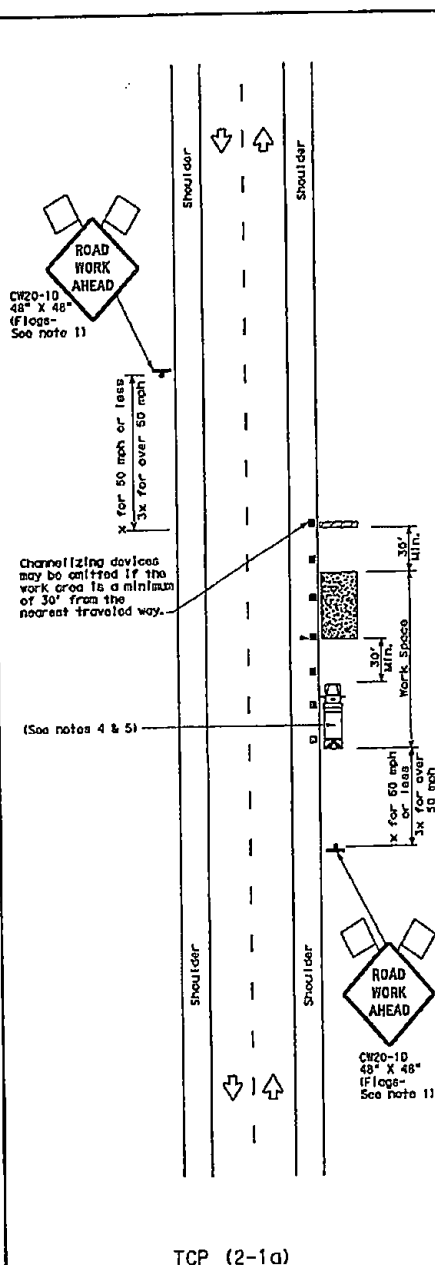
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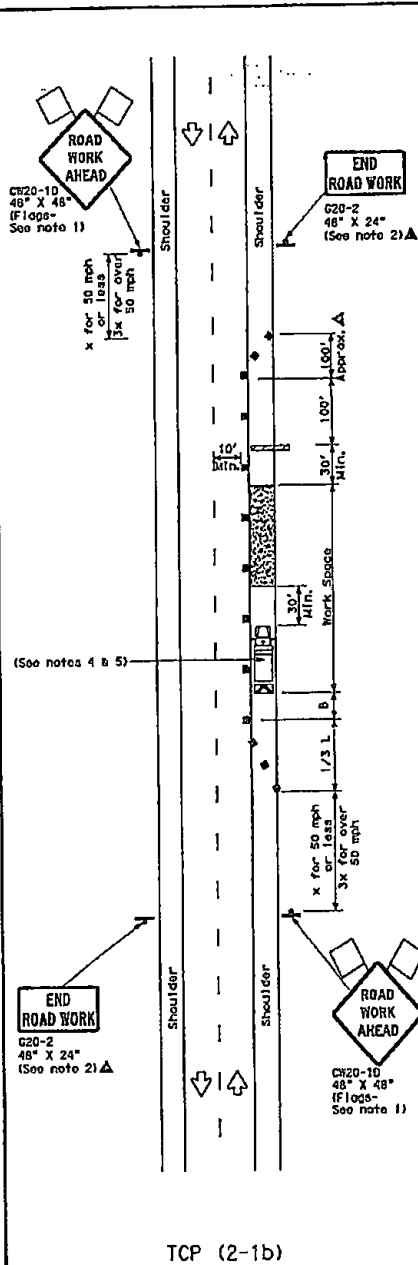
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practices Act". No warranty of any kind is made by the Department of Transportation for any purpose whatsoever. The user assumes all liability for the use of this standard to other standards or for incorrect results or damages resulting from its use.

DATE: FILE:



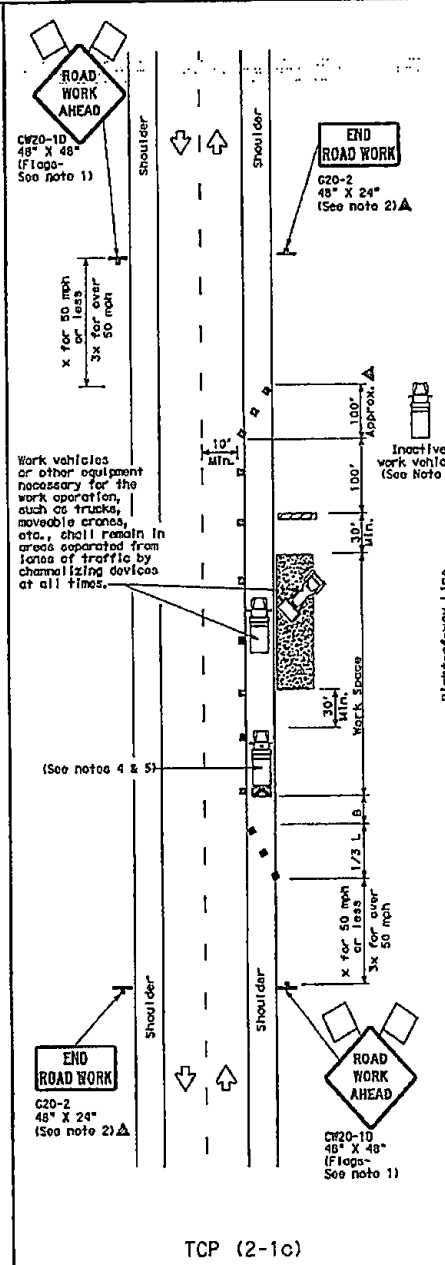
TCP (2-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (2-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (2-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Device
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed	Formula	Minimum Desirable Spacing of Channelizing Devices	Suggested Maximum Spacing of Channelizing Devices	Minimum Sign Spacing	Suggested Longitudinal Buffer Spacing
30		10' Offset	On a Taper	100'	90'
35		11' Offset	On a Tangent	120'	120'
40		12' Offset		140'	140'
45				160'	160'
50				180'	180'
55				200'	200'
60				220'	220'
65				240'	240'
70				260'	260'
75				280'	280'

* Conventional Roads Only

** Taper lengths have been rounded off.

L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY

GENERAL NOTES

- Flags attached to signs where shown, are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
- Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
- Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of work exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
- See TCP (5-1) for shoulder work on divided highways, expressways and freeways.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- CW21-5 "SHOULDER WORK" signs may be used in place of CW20-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

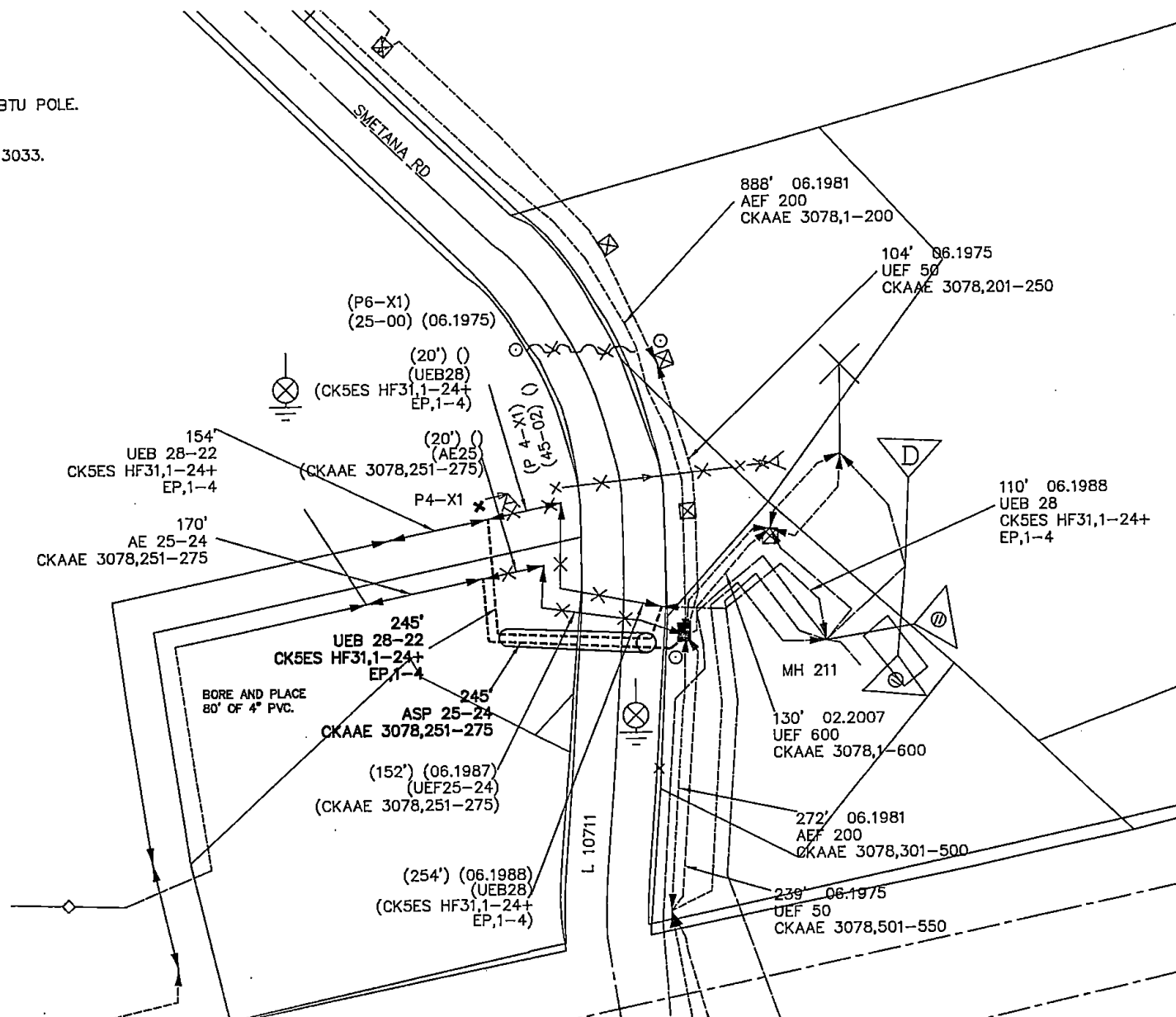
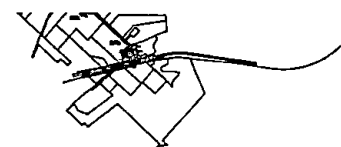
TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP (2-1)-12

(C) TxDOT December 1985		DATE	BY	CHK	DATE
2-24	2-12	CONT	SECT	JOB	REMARK
8-25		REV			
1-31					
4-30					
101					

INSTRUCTION.
LINE.

2-2127, EXT 3033.

[illegible]



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC 2017 - Utility Permit - Frontier Communications - Smetana Road (2) - Road bore and lateral servic

DATE OF COURT MEETING: 3/7/2017

ITEM: Consider and take action on the Frontier Communications utility permit to conduct an 80' bore under Smetana Road 295 feet south of the Union Pacific Railroad crossing. Work will include placing a cable through bore continuing on 295 feet to the north within 5 feet of the right of way line. Line will maintain a 36 inch minimum depth under the bottom of the ditch and within the right of way. Line is being relocated to accommodate the widening of Smetana Road. Site is located in Precinct 4.

TO: Commissioners Court

FROM: Darrell Kolwes

DATE: 03/02/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
<u>Utility Permit - Frontier Communications - Smetana Road (2) - Road bore and lateral service line.pdf</u>	Utility Permit - Frontier Communications - Smetana Road (2) - Road bore and lateral service line.	Backup Material

**BRAZOS COUNTY
COMMISSIONERS' COURT
ACTION FORM**

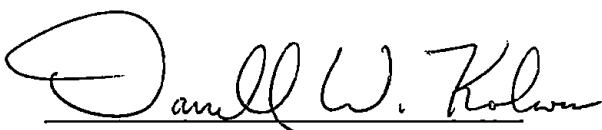
DEPARTMENT: Road & Bridge

MEETING DATE: March 7, 2017

SUBJECT: Utility Permit – Frontier Communications Corporation

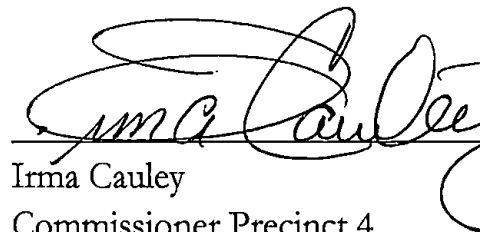
Consider and take action on the Frontier Communications utility permit to conduct an 80' bore under Smetana Road 295 feet south of the Union Pacific Railroad crossing. Work will include placing a cable through bore continuing on 295 feet to the north within 5 feet of the right of way line. Line will maintain a 36 inch minimum depth under the bottom of the ditch and within the right of way. Line is being relocated to accommodate the widening of Smetana Road. Site is located in Precinct 4.

SUBMITTED BY:



Darrell W. Kolwes
Right of Way Agent

ACKNOWLEDGED BY:



Irma Cauley
Commissioner Precinct 4

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



Duane Peters, County Judge

DATE: 3/7/17

**NOTIFICATION OF PROPOSED INSTALLATION AND/OR REPAIRS
OF TELEPHONE FACILITIES AND DESIGNATING
PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY
TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS**

Comes now FRONTIER COMMUNICATIONS CORPORATION [company name], hereinafter referred to as "Company" a TEXAS [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby notifies the County Engineer of its intent to lay, construct, maintain, repair and/or operate a telephone facility under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Beginning at a point approximately 295' south of the intersection of Smetana Rd and UP Railroad, a bore will be made west across Smetana Rd for 80' to the new R.O.W. line, then buried cable will continue north a 5' within the new west R.O.W. for 295'. Cable will be buried to a minimum depth of 36".

The location and description of the proposed installation and appurtenances must be fully shown on detailed drawings attached to this Notification.

The Company shall commence actual construction/work in good faith within 60 days from the date of said permit and shall complete said construction /work within 30 working days. (COMPANY MUST FILL IN). If such construction is not begun by the 60th day, Company will be required to provide a new notice.

Company declares that prior to filing this application, it has ascertained the location of all existing utilities, both aerial and underground, and the filing of this application is prima facie evidence that the proposed installation will not conflict with any existing utility.

A copy of this notice shall be kept at the job site any time work is being performed.

In the event of deviation from this notice, the Brazos County Engineer's Office or its designated representative will be notified as soon as practicable.

Approval of County Engineer's Office may take as long as two weeks after complete application is received.

Failure to notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.

By signing below, I certify that I am authorized to represent the Company listed below, and that the Company agrees to the conditions/provisions included in this notification.

FRONTIER COMMUNICATIONS CORPORATION

Company Name

Brenda Vajdak

By:

Brenda Vajdak

Signature

Supervisor-Network Engineer

Title

301 Industrial Blvd., Bryan, Texas 77803

Address

979-821-4770

Phone Number

Brenda.vajdak@verizon.com

Email

ACCEPTANCE OF NOTIFICATION

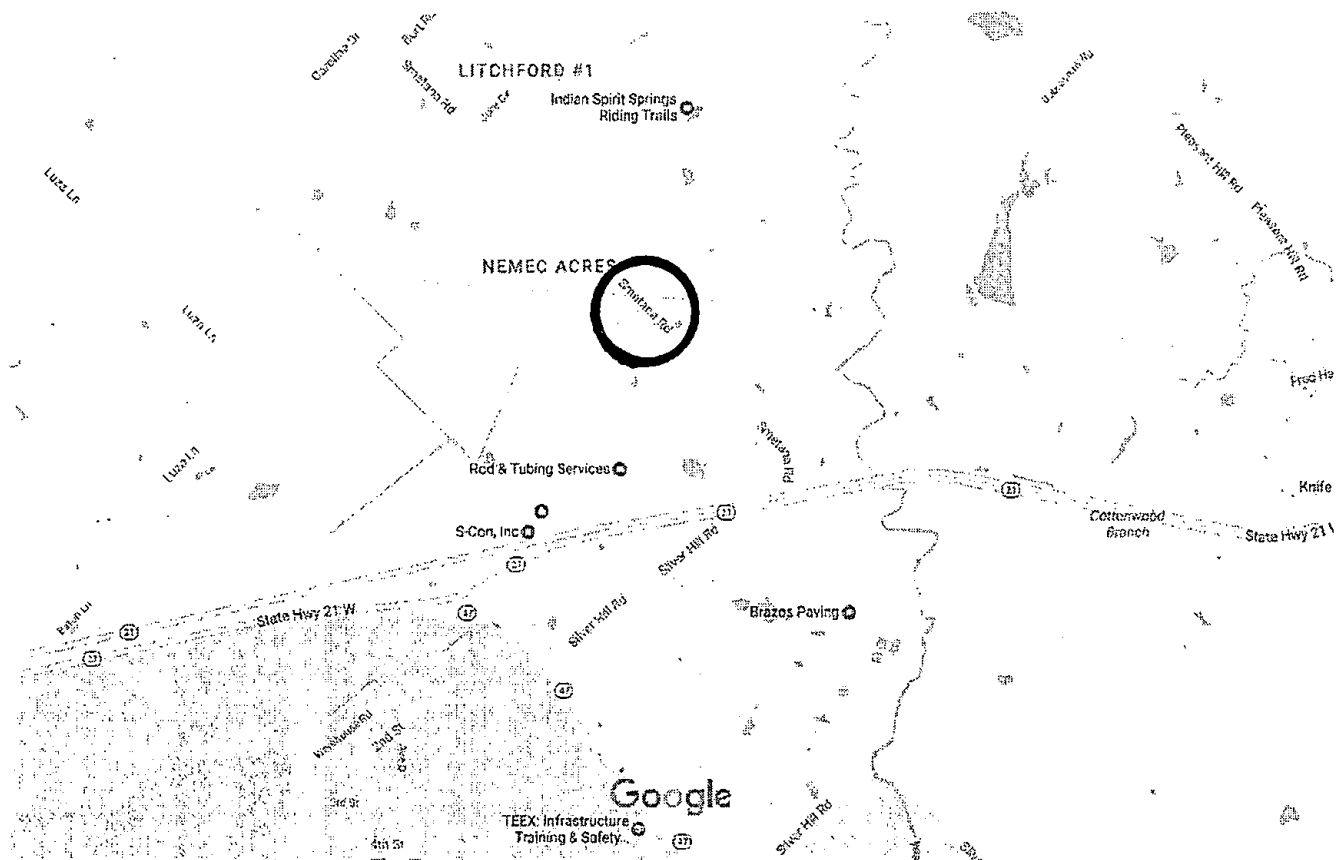
Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated Jan. 25, 2017 except as noted below:
(Month/Day/Year)

EXCEPTIONS: *None*

Danell W. Kolawa

Brazos County Engineer

Google Maps BRYAN MAIN WO# 5207947 WORK LOCATION



Map data ©2017 Google 1000 ft

**BRAZOS COUNTY ROADWAY SAFETY AND ROAD
PRESERVATION STANDARDS FOR WORK CONDUCTED IN
BRAZOS COUNTY RIGHTS OF WAY**

A. General Requirements

1. Adequate drainage shall be maintained in ditches at all times.
2. Permittee will use best management practices ("BMP") (EPA and TCEQ both provide lists of examples of BMPs) to minimize erosion and sedimentation resulting from the proposed installation.
3. The permittee shall take precautions to avoid damage to property. All County Right of Way and property shall be restored to its original condition, as far as practical, in the opinion of the County Engineer or appointed representative.
4. The construction and maintenance of such utility shall not interfere with the property or rights of a prior occupant.
5. Permittee shall not interfere with other utilities located in the right of way. In the event damages occur, permittee will be liable to the County or other utilities running through the right of way.
6. County Engineer shall determine whether or not permittee's plans shall inconvenience the public. If it is determined that inconvenience to the public exists, then the County Engineer will decide whether such project will be allowed or if an alternative exists so as not to inconvenience the public.

B. Safety Requirements

1. Proper traffic control measures must be put in place prior to beginning work and remain in place during the duration of the job. All traffic control measures must follow the Texas Manual of Uniform Traffic Control Devices (TMUTCD). See Traffic Control Requirements below.
2. During construction, all safety regulations of the Texas Department of Transportation shall be observed.
3. Permittee must take such precautions and measures, including placing and displaying safety devices, as may be necessary, in order to safely conduct the public through the project area. Company shall provide flagmen, signs, signals or devices necessary to provide complete safety to the public.
4. Adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners.
5. No cable, conduit and/or pole line shall be laid, constructed, maintained and/or repaired so as to constitute a danger or hazard of any kind to persons or vehicles using such road. Any poles placed in the Right of Way for future installation shall be placed at the back of the Right of Way. Exceptions may be approved by the County Engineer.

C. Traffic Control Plan

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
 - a. Any construction (i.e. pit, excavation, hole) left open overnight, requires specific nighttime traffic control measures pursuant to the TMUTCD;

- b. If construction is within ten (10) feet of the roadway; or
 - c. Any work performed in the road right-of-way;
2. Plan must be attached to the permit and kept at the job site any time work is being performed.
 3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths – utility may place deeper):
 - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
 - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
 - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
 - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60 feet.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
 - Power – 0 to 2 feet, nominally 1'
 - Phone – 2 to 4 feet, nominally 3'
 - Gas – 4 to 6 feet, nominally 5'
 - Cable – 6 to 8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above; however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
 - a. be bored or jacked. ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;
 - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;

- c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits:
- a. no pits shall remain open longer than 2 days;
 - b. all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
 - c. pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
 - d. when pits are to remain open for more than 8 hours, due diligence will be used in protecting the spoil pile to prevent drainage problems;
 - e. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
 - f. based upon soil conditions, the County Engineer or his representative may require pits be placed further from the edge of road.
10. Any installation within ten (10) feet of edge of pavement shall meet the following:
- a. location must be approved by the County Engineer or his representative
 - b. backfilled with cement stabilized material.
 - c. based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
 - d. all excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times where excess water cannot be prevented from entering the trench will be considered TEMPORARY and shall be replaced with PERMANENT cement stabilized material as soon as weather permits;
 - e. all disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
 - f. no side or lateral tamping to fill voids under the base and pavement materials is allowed.
11. Company must be careful to not jeopardize the slope or integrity of the shoulder of the road. In the event Company damages the slope, shoulder or any other portion of the right-of-way, Company will be responsible for repairing the damage and replacing the right-of-way to the condition it was prior to commencing construction.
12. Operation of construction and/or maintenance equipment on the traveled surface of any improved County road will not be permitted, except in an instance whereby the laying, construction, maintenance and/or repair of cables, conduits and/or pole lines cannot be accomplished by any other method and in this event all such equipment shall be of the rubber tire variety. Appropriate traffic control shall be provided meeting TMUTCD requirements.
13. In the event said construction and/or maintenance and/or repair requires Company to remove, cut or jeopardize any section of the road (asphalt, cement, road base, etc.), Company will be required to provide a performance bond or letter of credit securing necessary repairs. Said bond amount will be determined by the County Engineer.
14. The applicant shall submit a letter of "No Objection" from the Army Corps of Engineers for all designated wetlands and environmentally sensitive lands.

E. Emergency work

- 1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company

shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer's Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used.

F. Repairs to existing facilities

1. Maintenance and/or repair to existing cables, conduits, and/or pole lines which require disturbance of the soil, shall not be performed until plans describing such maintenance and/or repair have been approved by the County Engineer or its designated representative and a permit has been obtained.

G. Relocation of utilities

1. When and if the County Engineer determines that it is necessary for the construction, repair, improvement, alteration or relocation of all or any portion of said road, any or all poles, wires, pipes, cables or other facilities and appurtenances authorized hereunder, shall be removed from said road, or reset or relocated thereon, as required by the County Engineer within a reasonable time as determined by the County Engineer and Utility Company, and at the expense of the Utility Company.

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.

- diameter
- wall thickness
- material specification
- minimum yield strength
- maximum operation pressure of the pipeline

2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.
3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.

4. Petroleum Pipelines:

Depth		
<u>Type of Pipeline</u>	<u>(below deepest ditch grade)</u>	<u>Special Requirements</u>
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep
Non-Cased Pipe	Greater than 10'	No concrete pad required

Concrete pad shall be minimum of 3" thick and width shall be pipe diameter plus 18" minimum.

5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.
6. Natural Gas Distribution is a line that serves the final customer.

DISCLAIMER



WORK SPACE NEAR SHOULDER Conventional Roads



WORK SPACE ON SHOULDER

Conventional Roads



WORK VEHICLES ON SHOULDER

Poated Speed %	Formula	Minimum Feasible Taper Lengths %			Suggested Maximum Spacing of Grinding Devices		Minimum Span Spacing ft	Suggested Longitudinal Burfer Spac "B"
		10" Offset	11" Offset	12" Offset	On a Taper	On a Tangent		
30	L = $\frac{WS}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50	L = $\frac{WS}{5}$	500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	✓

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stored in the plans, or for routine maintenance work, when approved by the Engineer.
3. Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
4. Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure to the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricade or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved areas, next to those shown in order to protect a wider work space.
6. See TIPS-17 for shoulder work on divided highways, expressways and freeways.
7. Inactive work vehicles or other equipment should be parked near the shoulder work line and not parked on the paved shoulder.
8. CW21-5 "SHOULDER WORK" signs may be used in place of CW21-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

 Texas Department of Transportation
Traffic Operations Division

TCP (2-1)-12

(C) INDEX December 1945 REVISIONS 2-24 2-12 8-23 1-97 4-90 191		CW TEXT CONT DISC 191	CEN TEXT SECT COUNTY 191	SW TEXT JOB COUNTY 191	JOB TEXT INTERVIEW SHEET NO. 191
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[illegible]



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2017-Mesquite Flats Lot 16A and 16B

DATE OF COURT MEETING: 3/7/2017

ITEM: Final Plat of Lots 16A and 16B Mesquite Flats; 2.00 Acres; James Curtis, Jr. League, A-12, Being a Replat of Lot 16 Mesquite Flats; Volume 1981, Page 77; Bryan ETJ, Brazos County, Texas. Site is located in Precinct 4.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 03/02/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS:

- Owner: Martin Granados Ramirez
- Engineer/Surveyor: Kerr Surveying, LLC

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Mesquite Flats- Replat Lot 16 to 16A and 16B.pdf	Application for Development	Backup Material
Mesquite Flats- Lot 16 Replat to 16A and 16B.pdf	Plat	Backup Material

**BRAZOS COUNTY
COMMISSIONERS' COURT
ACTION FORM**

DEPARTMENT Road and Bridge

DEPT. NUMBER 56001000

DATE OF COURT MEETING: March 7, 2017

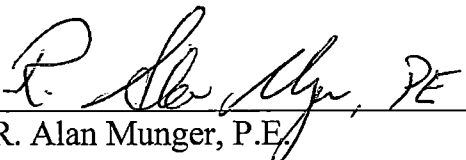
ITEM: Consider and take action on the Final Plat of Lots 16A and 16B Mesquite Flats; 2.00 Acres; James Curtis, Jr. League, A-12 Being a Replat of Lot 16 Mesquite Flats; Volume 1981, Page 77; Bryan ETJ, Brazos County, Texas. Site is located in Precinct 4.

SOURCE OF FUNDS: N/A

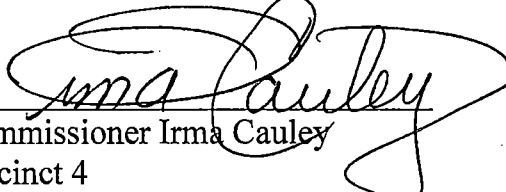
NOTES/REQUIREMENTS:

- Owner: Martin Granados Ramirez
- Engineer/Surveyor: Kerr Surveying, LLC

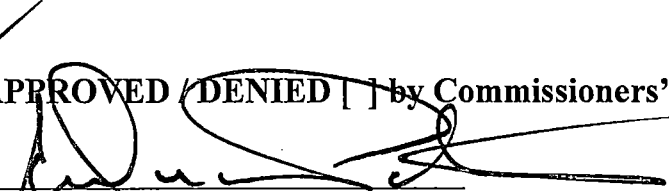
SUBMITTED BY:


R. Alan Munger, P.E.
County Engineer

ACKNOWLEDGED BY:


Commissioner Irma Cauley
Precinct 4

This Request is ☒ APPROVED / ☐ DENIED ☐ by Commissioners' Court


E. Duane Peters, County Judge

3/7/17
Date



Brazos County Road & Bridge Office
2617 SH 21 West
Bryan, TX 77803
Telephone: (979) 822-2127
Fax: (979) 775-0456
Email: plats@brazoscountytexas.gov

PLAT APPLICATION

SUBJECT PROPERTY INFORMATION	
APPLICATION DATE *:	RESUBMITTAL: <input type="checkbox"/> YES <input type="checkbox"/> NO
PROJECT / SUBDIVISION NAME: <u>Mesquite Flats</u>	
PROJECT ADDRESS OR LOCATION: <u>3350 Fazzino Lane</u>	
LEGAL DESCRIPTION: <u>Lot 16</u>	
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS:	
NUMBER OF LOTS: <u>2</u>	TOTAL ACREAGE <u>2.0</u>
JURISDICTION: <input type="checkbox"/> CITY LIMITS <input checked="" type="checkbox"/> ETJ <input type="checkbox"/> OUTSIDE ALL CITY LIMITS AND ETJs	

* Notification of Application completeness will be given within 10 days of Application date. All incomplete Applications will be rejected. This Application shall expire five (5) years from the Application date of the project.

TYPE OF APPLICATION		
<input type="checkbox"/> MASTER PLAN	<input type="checkbox"/> SIMPLIFIED PLAT	<input type="checkbox"/> PRELIMINARY PLAN
<input type="checkbox"/> FINAL PLAT	<input type="checkbox"/> AMENDING PLAT	<input checked="" type="checkbox"/> REPLAT

APPLICATION PURPOSE		
<input checked="" type="checkbox"/> RESIDENTIAL	MANUFACTURED HOME RENTAL COMMUNITY	<input type="checkbox"/> COMMERCIAL
<input type="checkbox"/> OTHER (Please explain):		

FLOODPLAIN	
IS ANY OF THE PROPERTY LOCATED IN A FLOODPLAIN OR FLOOD HAZARD AREA? <input type="checkbox"/> YES <input type="checkbox"/> NO	
<p>Acknowledgment: The flood hazard boundary maps and other flood data used by Brazos County in evaluating flood hazards to proposed Developments are considered reasonable and accurate for regulatory purposes and are based on the best available scientific and engineering data. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. Issuance of a Floodplain Permit in accordance with the Brazos County Flood Damage Prevention Ordinance does not imply that Development outside the areas of special flood hazard will be free from flooding or flood damage. Issuance of a permit shall not create liability on the part of Brazos County or any officer or employee of Brazos County in the event flooding or flood damage does occur.</p>	

TxDOT RIGHT-OF-WAY	
WILL ANY CONSTRUCTION OCCUR IN TxDOT RIGHT-OF-WAYS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

DIGITAL FILE SUBMISSION			
COUNTY ENGINEER	<input checked="" type="checkbox"/> ADOBE (.pdf file)	<input type="checkbox"/> AutoCAD (.dwg file)	(Email To: plats@brazoscountytexas.gov)
911 ADDRESSING	<input checked="" type="checkbox"/> ADOBE (.pdf file)	<input type="checkbox"/> AutoCAD (.dwg file)	(Email To: gis@brazoscountytexas.gov)

CONTACT INFORMATION			
APPLICANT INFORMATION			
FIRM NAME:			
CONTACT:			
ADDRESS:			
CITY:	STATE:	ZIP:	
PHONE:		FAX:	
EMAIL:			

PROPERTY OWNER INFORMATION			
FIRM NAME:			
CONTACT: Martin Granados			
ADDRESS: 3074 Fazzino Ln			
CITY: Bryan	STATE: TX	ZIP: 77807	
PHONE: 979 436 8511		FAX:	
EMAIL: nickgranado@gmail.com			

ENGINEER INFORMATION			
FIRM NAME:			
CONTACT:			
ADDRESS:			
CITY:	STATE:	ZIP:	
PHONE:		FAX:	
EMAIL:			

SURVEYOR INFORMATION			
FIRM NAME: Kert Surveying LLC			
CONTACT: Louise Barker			
ADDRESS: 409 N. Texas Ave			
CITY: Bryan	STATE: TX	ZIP: 77803	
PHONE: 268-3195		FAX: 691-8904	
EMAIL: louise.barker@suddenlinkmail.com			

OTHER INFORMATION			
FIRM NAME:			
CONTACT:			
ADDRESS:			
CITY:	STATE:	ZIP:	
PHONE:		FAX:	
EMAIL:			

PROPERTY OWNER CONSENT / AGENT AUTHORIZATION

By my signature, I hereby affirm that I am the property Owner of record, or if the Applicant is an organization or business entity, that authorization has been granted to represent the Owner, organization or business in this Application. I certify that the preceding information is complete and accurate, and it is understood that I agree to the Development/Subdivision of this property.

SIGNATURE: Martin Granados PRINTED NAME: Martin Granados DATE: 1-9-17
SIGNATURE: _____ PRINTED NAME: _____ DATE: _____

By signing this form, the Owner of the property authorizes Brazos County to begin proceedings in accordance with the process for this type of Application indicated on page one of this Application. The Owner further acknowledges that submission of an Application does not in any way obligate the County to approve the Application and that although County staff may make certain recommendations regarding this Application, the Commissioner's Court may not follow that recommendation and may make a final decision that does not conform to the staff's recommendation.

CALCULATIONS OF FEES

MASTER PLAN:	No charge	SIMPLIFIED PLAT:	\$100	PRELIMINARY PLAN:	\$150 + \$5 per lot
FINAL PLAT:	\$150 + \$10 per lot	AMENDING PLAT:	\$100	REPLAT:	\$150

RECEIPT BY BRAZOS COUNTY (Official Use Only)

DATE APPLICATION RECEIVED: ____ / ____ / ____ DATE APPLICATION RECEIVED / REJECTED: ____ / ____ / ____
SIGNATURE: _____ SIGNATURE: _____

Receipt of this Application by Brazos County does not provide confirmation or acceptance of a complete Application, nor does it waive requirements for any additional information not contained as part of this Application which may also be needed as a part of the review process.

Application Check List:

Copies of finished plat with corrections (if any):

- ☒ Three (3) hard copies to Brazos County
- ☒ One (1) .pdf copy to Brazos County
- ☐ One (1) .dwg copy to Brazos County
- ☒ One (1) hard copy to Brazos County Health District
- ☒ One (1) hard copy to Brazos County 911
- ☒ One (1) hard copy to local Water District or Company

Letters of approval (to be sent by the approving institution directly to Brazos County Engineering):

- ☐ Letter from Brazos County Health District - For On-site sewage evaluation.
- ☐ Letter from Brazos County 911 - For Road names.
- ☐ Letter from Water District or Company. - Stating water availability, etc.

If property is within an Extraterritorial Jurisdiction (ETJ) of a City:

- ☐ Approval notification from appropriate City.

Applicant attests that they have signed this Application in the capacity designated, if any, and further attests that they have read document and the statement contained herein and any attached are true and factual. All Applicants are encouraged to review the County Regulations prior to any plat submittal. It is understood that this Application is not finished or dated until all documents listed above are filed at the Brazos County Engineering Office and all applicable blanks are filled in the Application above.

SIMPLIFIED FINAL PLAT REQUIREMENTS

Every Simplified Plat shall include all of the following:

- ☒ Title Block with the following information:
 - ☒ Name, address, telephone and email address of Subdivider, recorded Owner, Engineer and surveyor.
 - ☒ Proposed name of Subdivision. (Subdivision name & Street names will be approved through the Brazos County 911.) (Replats need to retain original Subdivision name.)
 - ☒ Date of preparation. (Include the date of any revisions on the plat.)
 - ☒ Engineer's scale in feet.
 - ☒ Total area intended to be developed.
 - ☒ Proposed number of Lots to be developed.
 - ☒ Re-plat or Amending Plat, existing Lot and Block description or Abstract name and number.
- ☒ North arrow.
 - ☒ Drawn on 24" x 36" sheet to scale of 100-feet per inch or larger.
- ☒ Subdivision boundary indicated by heavy lines. Boundary must include all of Parent Tract.
 - ☐ All horizontal control and vertical elevations depicted on the plat shall be tied to NAD83 and NAVD 1988 Datum.
- ☒ A vicinity map, drawn at a scale appropriate to show all nearby major Roadways and sufficient in detail to identify the location of the proposed plat.
- ☒ All adjacent property Owner's names, deed record, or Subdivision name, Block and Lot number, and existing use.
- ☒ All parcels within the boundary of the Subdivision shall have a Block and Lot number shown on the face of the plat drawing.
 - ☐ County boundaries, City limits, Extraterritorial Jurisdiction (ETJ) boundaries, school district boundaries and Subdivision section and/or phase boundaries.
- ☒ Road names and Right-of-Way width for all Roads. (Existing and proposed)
- ☒ All existing and proposed plat boundary lines, phase/section lines, and Lot lines with bearings and dimensions.
- ☒ Utility Services. (Water, wastewater, electrical, natural gas, cable, phone, etc.)
 - ☐ Pipelines: label company with volume and page.
- ☒ All certification language as found in Appendix C.
 - ☒ Easements and rights-of-way shall be dedicated to the public. The dedication of all Easements and rights-of-way shall be accomplished free of liens. The dedication shall be accompanied by the Certificate of Ownership and Dedication language found in Appendix C. The Owner's and any lien holder's dedication, and restrictions if any duly acknowledged in the manner required for acknowledgement of deeds, shall also be provided.
- ☒ All proposed Easements and existing Easements of record that have a designated route shall be shown on the plat with bearings and dimensions. The Owner shall be responsible for coordinating with all Utility Providers the location of all utility Easements that are shown on the Final Plat.
- ☒ Building Setback Lines for each proposed Lot as defined herein. For Subdivisions located within an Extraterritorial Jurisdiction (ETJ), this may be shown on the drawing or included as a plat note.

- ☒ Metes and bounds description of the property to be subdivided shall be certified by a Registered Professional Land Surveyor (RPLS), describing a beginning point and reciting bearings and distances to a corner of the original land grant survey of which the Subdivision is a part, according to the best available data. (Shown on drawing; not separate description)
- ☒ All Subdivision external corners, angle points, points of curvature and points of tangency shall be set by a Registered Professional Land Surveyor (RPLS) before the plat is recorded and shall be a TxDOT "Light Duty Setting" monument with an aluminum or bronze disk as specified in Appendix C of the TxDOT Survey Manual of April 2011. Alternately, Bernsten® Standard Aluminum Base monument (or equivalent as approved by the County Engineer) embedded and backfilled with compacted sand may be used. All Daughter Lots, Blocks and rights-of-way within the Subdivision shall be fully monumented in compliance with the Texas Board of Professional Land Surveying Act and the Board Rules set by a Registered Professional Land Surveyor (RPLS) before the plat is recorded.
- ☒ Primary control points or descriptions and ties to such control points, to which, later, all dimensions, angles, bearings, Block numbers, and similar data shall be referred. The plat shall be located with respect to a corner of the surveyor tract, or an original corner of the original survey of which it is a part. All boundaries shall be tied to a County control monument.
- ☒ The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.
- ☒ The On-site Sewage Facility (OSSF) setback as required by the Brazos County Health District.
- ☒ The location, zone classification and panel Effective Date of the 100-Year Floodplain as identified on the most current Brazos County Flood Insurance Rate Map (FIRM), published by the Federal Emergency Management Agency (FEMA).
- ☐ If there are any areas within the plat that include a FEMA-mapped Floodplain with a Zone A classification, or if there exists within or adjacent to the plat any water courses whose upstream drainage basin is larger than 64 acres, the plat shall also show the extent of the 100-Year Floodplain as determined by an engineering study under the seal of a Registered Professional Engineer. This study shall be sufficient in scope to determine and establish a BFE for all points within the plat.
- ☐ BFE's shall be shown for all points within the plat, as determined by the results of an engineering study. For plats where a FEMA-mapped Floodplain with a Zone AE classification exists within the plat, the BFE established by the accompanying FEMA- published flood study may be substituted for the engineering study.
- ☐ A minimum lowest finished floor elevation (FFE) for Buildings shall be established for each Lot within the plat. This minimum FFE shall be twelve (12) inches higher than the highest spot elevation that is located within five (5) feet outside the perimeter of the Building, or two-feet above the BFE, whichever is higher.
- ☐ If any areas within the plat include a 100-Year Floodplain (as determined by the results of an engineering study or as established by FEMA), a benchmark shall be established by the Owner within or immediately adjacent to the boundary of the plat. The location, description and elevation of the benchmark are required to be identified on the face of the plat. The elevation of this benchmark shall utilize the same vertical datum as that used in the engineering study to determine the FFE.
- ☒ A separate drawing containing both existing and proposed topographic information at 2-FT contour intervals along with the plat boundaries, Easement locations (existing & proposed), and culverts (existing & proposed).
- ☒ The certification language as found in Appendix C for both the Commissioner's Court approval and the County Clerk's filing certificate shall be located on the face of the plat. These signatures shall be obtained after approval by the Brazos County Commissioner's Court.
- ☒ If any Lot within the plat will be served by a well or an On-site Sewage Facility (OSSF), a letter must be provided by the Brazos County Health District stating they have examined the plat and that it is in compliance with the Brazos County On-site Sewage Facility (OSSF) Regulations, Construction Standards for On-site Sewage Facility (OSSF) Regulations as published by the Texas Commission

on Environmental Quality (TCEQ). This letter must be signed by a representative of the District prior to Final Plat approval.

- ☐ If the plat contains a water well site, there shall be a depiction of the TCEQ separation requirements per Title 30, Part 1, Chapter 290, Subchapter D Rule §290.41.
- ☒ If rural route mailboxes are proposed, the plat note as found in Appendix G.2 for placement of such mailboxes shall be shown on the face of the plat.
- ☒ If any areas of the plat are located outside of all incorporated areas, the plat note as found in Appendix G.1 regarding the requirement to obtain a unique Development Permit from the Brazos County Floodplain Administrator prior to locating or altering a structure or land shall be placed on the plat.
- ☒ It is the responsibility of the Owner to assure that the proposed name of the Subdivision is not duplicated. Subdivisions with different sections are considered unique. The Owner shall check with the County Clerk's records for verification.
- ☐ Driveway culverts for all Lots shall be designed by a Licensed Professional Engineer.
- ☐ If entrances or driveways are proposed fronting Texas Department of Transportation (TxDOT) controlled highways, farm-to-market Roads, or others, copies of correspondence with TxDOT are required to be submitted with the Preliminary Plan stating that the general entrance or driveway configuration is within TxDOT's guidelines. Formal approval of the layout from TxDOT is required prior to approval of Final Plat.
- ☐ The diameter and length for each driveway culvert shall be shown on a table on the plat. This information shall also be placed in the deed restrictions for the Lots in the Subdivision.
- ☒ The Owner shall provide a letter of serviceability from an entity or entities providing water service or a letter stating that no service is available within 300 feet of the Subdivision and certifying that the Lots are suitable for private wells.
- ☐ Any Improvements proposed within the Right-of-Way including, but not limited to, irrigation, landscaping, sidewalks, Subdivision identification signs, etc. shall be maintained in accordance with an executed license agreement between the County and the Owner.
- ☒ This check list along with the required copies of the plat shall be submitted to the County Engineer for approval.
- ☐ Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property and detention basins, if needed.
- ☐ All existing and proposed water courses or manmade drainage channels shall be located within a Common Area to be maintained by Owner.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 3/7/2017

ITEM:

- a. Thinh Pham - Overpayment \$412.86
- b. B/CS Habitat for Humanity - Overpayment \$80.00
- c. Sandra Todd - Overpayment \$11.80
- d. Big Diamond Number 1 Inc - Overpayment \$57,792.08
- e. M.J. Construction - Overpayment \$270.00
- f. GIGI Mineral Management LTD - Overpayment \$326.54
- g. Leticia Solis-Montiel - Overpayment \$17.74
- h. Leticia Solis-Montiel - Overpayment \$43.86
- i. Georgetown Title Company, Inc. - Overpayment \$97.63

TO: Commissioners Court

DATE: 03/01/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Tax Refund Applications 3-7-17 Agenda.pdf](#)

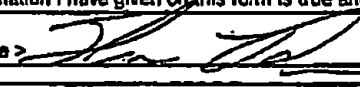
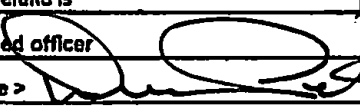
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Tax Refund Applications

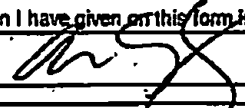
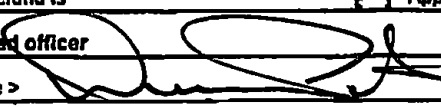
Type

Cover Memo

APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		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: Owner's name and address	THINH PHAM				
	501 W BLUE BELL RD				
	TRL 25				
Step 2: Describe the property	BRENHAM TX 77833-2357				
	Legal Address: SUNSET RIDGE SPACE 114				
	114 SUNSET-TRL				
	Acct.# 300080				
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	12/31/2016	\$420.17	\$412.86
	Taxpayer's reason for refund: OP-Overpayment				
	Refund to: THINH PHAM 501 W BLUE BELL RD TRL 25 BRENHAM TX 77833-2357				
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 > 2/1/17	
	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 >			date > 3/7/17	
	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 Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		Phone Number 979-775-8930		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/CS HABITAT FOR HUMANITY				
	119 LAKE ST				
	BRYAN TX 77801-2030				
Step 2: Describe the property	Legal SHARON'S COURT PH 1 BLOCK 1 LOT 1				
	Address 1414 BECK ST				
	Acct.#	111039			
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	1/31/2017	\$1,886.32	\$80.00
	Taxpayer's reason for refund: OP-Overpayment				
	Refund to B/CS HABITAT FOR HUMANITY 119 LAKE ST BRYAN TX 77801-2030				
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 > 2/14/2017	
	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 > 3/7/17	
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here >			date >	

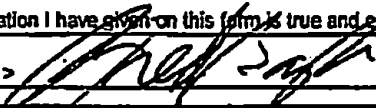
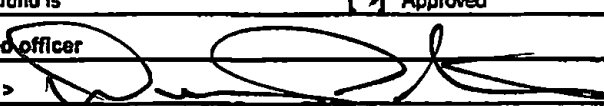
APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		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: Owner's name and address	SANDRA TODD				
	2902 BURNING TREE CT				
	BRYAN TX 77802-2140				
Step 2: Describe the property	Legal SCAMARDO GRIMES LP 1H				
	Address				
	Acct.# 404239				
Step 3: Give the tax payment Information	<u>Name of Taxing unit</u>	<u>Tax Year</u> <u>of refund</u>	<u>Date of</u> <u>Payment</u>	<u>Amount</u> <u>Paid</u>	<u>Refund amt</u> <u>Requested</u>
	Zrefund	2016	1/31/2017	\$11.80	\$11.80
	Taxpayer's reason for refund: OP-Overpayment				
	Refund to SANDRA TODD 2902 BURNING TREE CT BRYAN TX 77802-2140				
Step 4: Sign the form and return	"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>Sandra Todd</i>			date > 2-16-17	
	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 > 3/7/17	
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here >			date >	

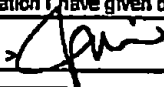
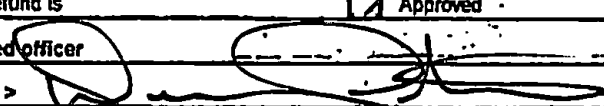
APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		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: Owner's name and address	ROCK PRAIRIE DEVELOPMENT LTD				
	% WEINGARTEN INVESTMENTS INC				
	2600 CITADEL PLAZA DR STE 300				
	HOUSTON TX 77008-1315				
Step 2: Describe the property	Legal ROCK PRAIRIE MARKETPLACE BLOCK 1 LOT 1 (PT OF)				
	Address 2160 ROCK PRAIRIE RD				
	Acct.#	365491			
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	1/31/2017	\$57,792.08	\$57,792.08
	Taxpayer's reason for refund: OP-Overpayment				
	Refund to BIG DIAMOND NUMBER 1 INC % CST BRANDS INC/TAX DEPT PO BOX 691490 SAN ANTONIO TX 78249				
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>Tracee Neal; Tracee Neal Tax Specialist</i> date > 2/14/17				
	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 >				
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here > date > 3/1/17				

APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		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: Owner's name and address	MJ CONSTRUCTION				
	3000 BRIARCRST DR STE 302				
	BRYAN TX 77802				
Step 2: Describe the property	Legal CAMELOT PH 1 BLOCK 2 LOT 6				
	Address 1209 KING ARTHUR CIR				
	Acct.#	20763			
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	1/31/2017	\$3,966.87	\$270.00
	Taxpayer's reason for refund: OP-Overpayment				
	Refund to MJ CONSTRUCTION 1219 KING ARTHUR 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 > 1-31-17	
	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 > 			date > 3/7/17	
	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 Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		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: Owner's name and address	JOHN MCCAIN				
	655 FM 3024				
	MATHIS TX 78368-4049				
Step 2: Describe the property	Legal OAK CREEK MHC SPACE 170				
	Address- 170 OAK RUN				
	Acct.# 113264				
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	11/2/2016	\$332.24	\$326.54
	Taxpayer's reason for refund: OP-Overpayment				
	Refund to GIGI MINERAL MANAGEMENT LTD 655 FM 3024 MATHIS TX 78368-4049				
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 > 2-21-17	
	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 >			date > 3/7/17	
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here >			date >	

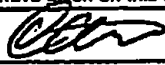
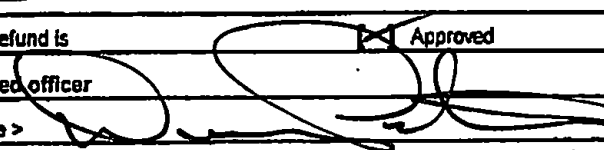
APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		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: Owner's name and address	JOSE GALINDO				
	217 TRANT				
	BRYAN TX 77803				
Step 2: Describe the property	Legal PRIMROSE LANE SPACE 26				
	Address 2929 STEVENS DR # 26				
	Acct.#	300089			
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	2015	10/29/2014	\$299.97	\$17.74
	Taxpayer's reason for refund: OP-Overpayment				
	Refund to Leticia Solis-Montiel 2929 STEVENS DR # 26 BRYAN TX 77803				
Step 4: Sign the form and return	"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>Leticia Solis</i>			date > <i>2/24/17</i>	
	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 > <i>3/7/17</i>	
	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 Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		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: Owner's name and address	JOSE ANGEL GALINDO				
	217 TRANT ST				
	BRYAN TX 77803-3870				
Step 2: Describe the property	Legal PRIMROSE LANE SPACE 26				
	Address 2929 STEVENS DR # 26				
	Accl.# 300089				
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	10/10/2016	\$299.00	\$43.86
Taxpayer's reason for refund: OP-Overpayment					
Refund to LETICIA SOLIS-MONTIEL 2929 STEVENS DR # 26 BRYAN TX 77803					
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>Leticia Solis</i>			date > <i>2/24/17</i>	
	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 <i>[Signature]</i>				
	sign here >			date > <i>3/7/17</i>	
	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 Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		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: Owner's name and address	STONEFISH INVESTMENT GROUP LLC SERIES ONEY HERVEY PO BOX 1306 GEORGETOWN, TX 78627-1306																											
Step 2: Describe the property	Legal Highland Park Ph 2 Blk 98, Lot 6,2' of 5 & 23.9' of 7 Address 4302 Oakland Street Bryan, Texas 77803 Accl.# 28958																											
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>2016</td> <td>2/092017</td> <td>\$2,131.48</td> <td>\$97.63</td> </tr> <tr> <td colspan="5">Taxpayer's reason for refund: OP-Overpayment</td> </tr> <tr> <td colspan="5">Refund to Georgetown Title Company, Inc Escrow Account</td> </tr> <tr> <td colspan="5">1717 North Mays, Round Rock, Texas 78664</td> </tr> </tbody> </table>			Name of Taxing unit	Tax Year of refund	Date of Payment	Amount Paid	Refund amt Requested	Zrefund	2016	2/092017	\$2,131.48	\$97.63	Taxpayer's reason for refund: OP-Overpayment					Refund to Georgetown Title Company, Inc Escrow Account					1717 North Mays, Round Rock, Texas 78664				
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Step 4: Sign the form and return	"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 > 2/21/17 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 >  date > 3/7/17 Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code sign here > date >																											



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:
DATE OF COURT MEETING: 3/7/2017
ITEM: Budget Amendments FY 16/17 23.1 - 23.3
TO: Commissioners Court
FROM: Irene Jett
DATE: 03/02/2017
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

[23_Coversheet.pdf](#)

[23.1.pdf](#)

[23.2.pdf](#)

[23.3.pdf](#)

Description

23 Coversheet

23.1 SO Admin

23.2 County Clerk

23.3 SO - CSISD

Type

Cover Memo

Backup Material

Backup Material

Backup Material

BRAZOS COUNTY, TEXAS

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

NO. 16/17 23.1 – 23.3

On this the 7th day of March 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 7th day of March 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 7th day of March 2017.

THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.

By: 
Duane Peters, County Judge

Original: County Clerk's Office and
Attached to the original budget

3/7/2017

Commissioners Court and SO Admin

Reallocation of funds to the appropriate accounts to purchase a replacement vest for the SERG Program.

Date: _____

County Judge Approval

Date _____

For Accounting Purposes Only

FUND	DIV	ACCT	DR/CR	ACCOUNT NAME	Increase	Decrease
0100	11000500	67286000	CR	Equipment & Other		2,041.85
0100	28000100	67286000	DR	Equipment & Other	2,041.85	

3/7/2017

FUND	DEPARTMENT	DIVISION	CATEGORY DESCRIPTION		Increase	Decrease
General Fund	County Clerk		Discretionary Spending			904.00
General Fund	County Clerk		Minor Acquisitions		904.00	
County Clerk - Administration						

Reallocation of funds to the appropriate accounts to purchase a scanner for the Vital Statistics Department.

Date: 3/1/2017

Department Approval	Date
---------------------	------

County Judge Approval Date 3/7/17

For Accounting Purposes Only						
FUND	DIV	ACCT	DR/CR	ACCOUNT NAME	Increase	Decrease
0100	21000100	59100000	CR	DFDEA		904.00
0100	21000100	67203000	DR	Minor Computer Hardware	904.00	

**BRAZOS COUNTY, TEXAS
REQUEST FOR BUDGET AMENDMENT**

REQUESTING DEPARTMENT: 21000100 County Clerk
Division Description

PLEASE ADJUST THE FOLLOWING:

TO		DOLLAR
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	AMOUNT
<u>67203000</u>	<u>Minor Computer Hardware</u>	\$ <u>904.00</u>
<u> </u>	<u> </u>	\$ <u> </u>
<u> </u>	<u> </u>	\$ <u> </u>
<u> </u>	<u> </u>	\$ <u> </u>
<u> </u>	<u> </u>	\$ <u> </u>
<u> </u>	<u> </u>	\$ <u> </u>
<u> </u>	<u> </u>	\$ <u> </u>
<u> </u>	<u> </u>	\$ <u> </u>
TOTAL (A)		\$ <u>904.00</u>

FROM		
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	
<u>59100000</u>	<u>DDEA</u>	\$ <u>904.00</u>
<u> </u>	<u> </u>	\$ <u> </u>
<u> </u>	<u> </u>	\$ <u> </u>
<u> </u>	<u> </u>	\$ <u> </u>
<u> </u>	<u> </u>	\$ <u> </u>
<u> </u>	<u> </u>	\$ <u> </u>
<u> </u>	<u> </u>	\$ <u> </u>
TOTAL (B)		\$ <u>904.00</u>

Total (A) should equal Total (B)

Explanation: _____ To reclassify budget to proper accounts.

To purchase scanner for Vital Statistics department

James McQueen
ELECTED OFFICIAL OR DEPARTMENT
HEAD SIGNATURE

2-27-17
DATE

BRAZOS COUNTY, TEXAS

BUDGET AMENDMENTS



No. 16/17 - 23.3

3/7/2017

FUND	DEPARTMENT	DIVISION	CATEGORY DESCRIPTION	Increase	Decrease
General Fund			Charges for Services	179,501.00	
General Fund	Sheriff	SO-CSISD School Security	Salary & Wages	84,406.00	
General Fund	Sheriff	SO-CSISD School Security	Benefits	38,518.00	
General Fund	Sheriff	SO-CSISD School Security	Departmental Support	31,272.00	
General Fund	Sheriff	SO-CSISD School Security	Repairs & Maint.	1,000.00	
General Fund	Sheriff	SO-CSISD School Security	Minor Acquisitions	23,265.00	
General Fund	Sheriff	SO-CSISD School Security	Professional Services	1,040.00	
SO-CSISD School Security					

To set up budget for the SO-CSISD School Security Program that was approved on February 28, 2017 during Commissioners' Court.

Date: nm
3/2/2017

Department Approval Date

County Judge Approval Date


For Accounting Purposes Only						
FUND	DIV	ACCT	DR/CR	ACCOUNT NAME	Increase	Decrease
0100		41074300	CR	Fees - SHF Security Fund	179,501.00	
0100	28004000	51615000	DR	Hourly - Law Enforcement	83,286.00	
0100	28004000	51730000	DR	Cell Phone Allowance	1,120.00	
0100	28004000	53100000	DR	Social Security	6,455.00	
0100	28004000	53101000	DR	Flex Benefit Admin Fee	107.00	
0100	28004000	53200000	DR	Retirement	11,819.00	
0100	28004000	53300000	DR	Employee Health Insurance	18,544.00	
0100	28004000	53800000	DR	Worker's Comp	1,593.00	
0100	28004000	60080000	DR	Clothing/uniforms	4,908.00	
0100	28004000	60320000	DR	Firearms Readiness	6,465.00	
0100	28004000	60380000	DR	Health Supplies	500.00	
0100	28004000	60400000	DR	Investigation Supplies	305.00	
0100	28004000	60500000	DR	Equipment & IT Enhancement	4,315.00	
0100	28004000	60600000	DR	Office Supplies	150.00	
0100	28004000	61110000	DR	Conference & Seminar Rees	3,745.00	
0100	28004000	61500000	DR	Printing	465.00	
0100	28004000	61801000	DR	Travel	10,419.00	
0100	28004000	65550000	DR	Radio Maintenance	500.00	
0100	28004000	65950000	DR	Vehicle Maintenance	500.00	
0100	28004000	67286000	DR	Equipment - Other	23,265.00	
0100	28004000	72157000	DR	Counseling Services	1,040.00	



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources NUMBER:
DATE OF COURT MEETING: 3/7/2017
ITEM: Personnel Action Forms
TO: Commissioners Court
DATE: 03/02/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[PAF_03-07-17.doc](#)

Description

Cover Sheet

Type

Cover Memo

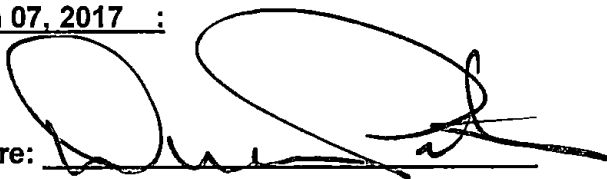
**PERSONNEL
CHANGE OF STATUS REQUESTS**

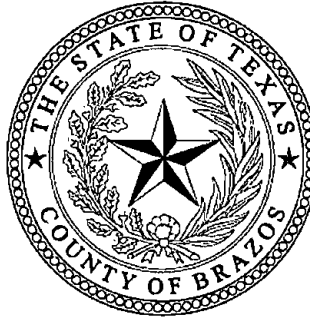
Commissioner Court Date: March 07, 2017
 Department Submitting Information: Human Resources
 Purpose of Submissions: Consider and Take Action on Change Requests

Department Submitting Request(s)	Employee Request Applies To	Action Requested
County Clerk	Baker, Deborah	Change of Status
	Davenport, Winstonia	Change of Status
	Moehlman, Amber	Change of Status
	Rincon, Cynthia	Separation
Exposition Complex	Bailey, Tony	Separation
	Peck, Terry	Employment
Juvenile Services – Admin.	Todd, Mckey	Change of Status
Juvenile Services – Detention	Johnson, LaTasha	Change of Status
Tax Office	Arguello, Michelle	Change of Status

Approved in Commissioners' Court: March 07, 2017 :

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





BRAZOS COUNTY
BRYAN, TEXAS

CLAIMS

COMMISSIONERS COURT MEETING: **March 7, 2017**

CLAIM TO BE PAID BY BRAZOS COUNTY:

CLAIM # **7153317** *Thru* CLAIM # **7153571**

The Court voted unanimously to approve these Claims as submitted.

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

Duane Peters
County Judge

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

Karen McQueen
County Clerk

By:
A handwritten signature in black ink, appearing to read "Deputy County Clerk", written over a horizontal line.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 3/7/2017
ITEM: Acknowledgement of the 2016 Racial Profiling Report for Brazos County Constable, Pct. 1.
TO: Commissioners Court
DATE: 02/22/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

Racial Profiling Report | Tier two

Agency Name:	Brazos County Pct 1 Constable
Reporting Date:	02/22/2017
TCOLE Agency Number:	41101
Chief Administrator:	Jeff Reeves
Agency Contact Information:	
Phone:	N/A
Email:	N/A
Mailing Address:	12845 Fm 2154 Ste 140 College Station Texas 77845

This Agency filed a full report because:

Agency choses to fully report even though they have motor vehicle or audio equipment

Certification to This Report 2.132 (Tier 2), Full Report

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

Brazos County Pct 1 Constable has adopted a detailed written policy on racial profiling. Our policy:

- 1.) clearly defines acts constituting racial profiling;
- 2.) strictly prohibit peace officers employed by the Brazos County Pct 1 Constable from engaging in racial profiling;
- 3.) implements a process by which an individual may file a complaint with the Brazos County Pct 1 Constable if the individual believes that a peace officer employed by the Brazos County Pct 1 Constable has engaged in racial profiling with respect to the individual;
- 4.) provides public education relating to the agency's complaint process;
- 5.) requires appropriate corrective action to be taken against a peace officer employed by the Brazos County Pct 1 Constable who, after an investigation, is shown to have engaged in racial profiling in violation of the Brazos County Pct 1 Constable 's policy adopted under this article;
- 6.) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a.) the race or ethnicity of the individual detained;

b.) whether a search was conducted and, if so, whether the individual detained consented to the search; and

c.) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

7.) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision(6) to:

a.) the Commission on Law Enforcement; and

b.) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Jeff Reeves

Chief Administrator

Brazos County Pct 1 Constable

Date: 02/22/2017

Brazos County Pct 1 Constable Motor Vehicle Racial Profiling Information

Total stops: 782

Gender

Female: 324

Male: 458

Race or ethnicity

African: 112

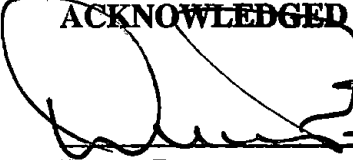
Asian: 39

Caucasian: 468

Hispanic: 160

Middle eastern: 3

Native american: 0

ACKNOWLEDGED

Duane Peters
County Judge
Date 5/2/17

Was race or ethnicity known prior to stop?

Yes: 0

No: 782

Reason for stop?

Violation of law: 0

Pre existing knowledge: 26

Moving traffic violation: 708

Vehicle traffic violation: 48

Was a search conducted?

Yes: 6

No: 776

Reason for Search?

Consent: 1

Contraband: 2

Probable cause: 3

Inventory: 0

Incident to arrest: 0

Was Contraband discovered?

Yes: 2

No: 4

Description of contraband

Drugs: 1

Currency: 0

Weapons: 0

Alcohol: 1

Stolen property: 0

Other: 0

Stop resulted in arrest

Yes: 40

No: 742

Arrest based on

Violation of Penal Code: 0

Violation of Traffic Law: 14

Violation of City Ordinance: 0

Outstanding Warrant 26

Street address or approximate location of the stop

City street: 240

City street: 240

US highway: 391

County road: 151

Private property or other: 0

Written warning or a citation as a result of the stop

Yes: 782

No: 0

Submitted electronically to the

