



## **MINUTES**

**APRIL 2, 2024**

### **BRAZOS COUNTY COMMISSIONERS COURT**

### **REGULAR MEETING**

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A regular meeting of the Commissioners' Court of Brazos County, Texas was held in the Brazos County Commissioners Courtroom in the Administration Building, 200 South Texas Avenue, in Bryan, Brazos County, Texas, beginning at 10:00 a.m. on Tuesday, April 2, 2024 with the following members of the Court present:

Duane Peters, County Judge, Presiding;  
Steve Aldrich, Commissioner of Precinct 1;  
Chuck Konderla, Commissioner of Precinct 2;  
Nancy Berry, Commissioner of Precinct 3;  
Wanda J. Watson, Commissioner of Precinct 4;  
Karen McQueen, County Clerk.

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

1. Invocation and Pledge of Allegiance

- U.S. and Texas Flag - Commissioner Watson

2. Call for Citizen input and/or concerns

Cynde Wiley spoke to the Court about her concerns with the cybersecurity grant application. Ms. Wiley read excerpts from the Interim Report of the House Judiciary Committee and the Weaponization of "CISA". Ms. Wiley also read excerpts from an article by Joe Hoft. A copy is attached.

Jennifer Lewis spoke next voicing her concerns over encouragement of transgender youth in schools.

3. Presentations and/or Discussions

- Presentation of Scotty's House services and discussion on Child Abuse Awareness and Prevention Month by Cary Baker, Executive Director of Scotty's House, accompanied by Alison Prince, Director of Development.

A presentation was given by Scotty's House Executive Director Cary Baker. A copy of the presentation is attached.

**Consider and take action on agenda items: 4 - 17**

4. Proclamation 24-012 declaring the month of April as Child Abuse Awareness and Prevention Month.

The Court approved proclamation 24-012 designating the month of April as Child Abuse Awareness Prevention Month. Judge Peters read the proclamation aloud and presented it to Cary Baker and Alison Prince with Scotty's House Child Advocacy Center. A copy of the proclamation is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

5. Approval of Contract Renewal #24-098R Mail Services for Brazos County with Integ.

A copy of the renewal of contract and tabulation sheet is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

6. Approval of the following committee for RFP #24-099 Concessionaire Services for the Brazos County Exposition Complex.

- a. Jacqueline Foster
- b. Josh Lambert
- c. Katie Conner
- d. Legal (non-voting)
- e. Purchasing (non-voting)

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

7. Permission to Advertise RFP #24-099 Concessionaire Services for the Brazos County Exposition Complex.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

8. Approval of CIP #24-510 for Fire and Safety Maintenance Software with

Building Reports for Facilities Services.

A copy of the contract is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

9. Approval of Change Order #1 to CIP #24-602 Replacement of Various Roofs Phase XI - Courthouse for the cost of additional materials, which includes crane fees in the amount of \$11,600.00, making the total amount of the contract \$598,560.00.

A copy of the change order with Jaco Roofing and Construction, Inc. is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

10. Request permission to enter private property owned by David Henry at 2314 S. Pioneer Trail to cut down and remove a tree that is on the property line with Brazos County. Site is located in Precinct 2.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

11. Consider and take action on the Wellborn SUD utility permit to construct 16-inch road bore under Matrix Drive, 150 feet south of Calibration Court for 8-inch water crossing to serve customers in Aggieland Business Park. Site is located in Precinct 4.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Nancy Berry. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

12. Tax Refund Applications for the following:

**Overpayments**

- a. Siobhan Giltrap - \$16.87
- b. Shoalwater Capital, LLC - \$358.56

**Payments in Error**

- c. Corelogic - \$9,970.76

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

13. Budget Amendments.

- FY 23/24 Budget Amendments 25.01 - 25.04

25.01 Transfer funds from Contingency to Elections Administrator.

- 25.02 Reallocate funds for General Permanent Improvement Fund.
- 25.03 Reallocate funds for 2020 Certificates of Obligation.
- 25.04 Transfer funds from Contingency to Facility Services.

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

14. Personnel Change of Status.

- a. Employment & Separations

A copy of the employment and separations is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

15. Payment of Claims.

Claims

8201818 - 8201939

9200706 - 9200765

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Steve Aldrich. Passed. 5-0. Ayes: Aldrich, Berry, Konderla, Peters, Watson.

16. Convene into Executive Session pursuant to Texas Government Code §551.074 to discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of county personnel.

At this point, the County Judge announced the Court would consider items 18 through 21 then return to convene into Executive Session.

Having considered the previously noted agenda items, at 10:27 a.m. the County Judge stated that the Court would convene into Executive Session to deliberate pursuant to Texas Government Code 551.074 as stated above.

The following individuals were asked to stay for the meeting:

Cheryl Coffman, Executive Assistant

Allison Lindblade, Assistant General Counsel

Jennifer Salazar, Human Resources Director

Raeanna McConathy, Human Resources Assistant Director

Nina Payne, Budget Officer

17. Consider and possible action on Executive Session.

At 11:08 a.m. the County Judge announced the meeting open to the public and announced that no action would be taken on the Closed Executive Session.



18. Acknowledgement of FY 2023-2024 Budget to Actuals by Fund as of March 24, 2024.  
Acknowledgement of FY 2023-2024 Contingency Budget to Actuals by Fund as of March 24, 2024.

The Court acknowledged receipt of the 2023-2024 Budget to Actuals by Fund and Contingency Fund Budget to Actuals as of March 24, 2024.

19. Juvenile director's report on detention population.

The County Judge read the Juvenile Detention report on behalf of Director Linda Ricketson and reported there are 32 juveniles in the detention center, 26 are male and 6 are female, and 42 have electronic monitors.

20. Sheriff's report on inmate population.

Sheriff Wayne Dicky stated there are 798 inmates in jail, 673 are male and 125 are female, and 37 have electronic monitors.

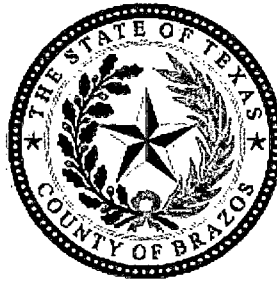
21. Announcement of interest items and possible future agenda topics.

Commissioner Aldrich thanked Vicky Dicky for the presentation she gave at the Sheriff Leonard E. Morehead memorial service. He said she will make the presentation again at the Republican Women's meeting on April 18, 2024 and encouraged others to attend. Commissioner Aldrich also thanked everyone who participated in the Chamber Day event.

County Auditor Katie Conner introduced newly hired First Assistant Auditor Marci Turner. The Court welcomed Ms. Turner to Brazos County.

Commissioner Konderla offered condolences for the families of Debbie Capps and Dr. Vince Sweat.

22. Adjourn.



DATE 3-28-2024  
AT 11:15 O'CLOCK A M  
KAREN MCQUEEN  
BRAZOS COUNTY CLERK  
By [Signature]

**BRAZOS COUNTY  
BRYAN, TEXAS**

**NOTICE OF MEETING AND AGENDA**

**BRAZOS COUNTY COMMISSIONERS COURT**

**THE COMMISSIONERS COURT OF BRAZOS COUNTY WILL MEET  
IN REGULAR SESSION ON APRIL 2, 2024 AT 10:00 AM IN THE  
COMMISSIONERS COURTROOM OF THE BRAZOS COUNTY  
ADMINISTRATION BUILDING, 200 S. TEXAS AVENUE, SUITE 106,  
BRYAN, TX 77803, THE PUBLIC MAY WATCH THE MEETING LIVE  
AT FACEBOOK.COM/BRAZOSCOUNTYTX**

1. Invocation and Pledge of Allegiance
  - U.S. and Texas Flag - Commissioner Watson
2. Call for Citizen input and/or concerns
3. Presentations and/or Discussions
  - Presentation of Scotty's House services and discussion on Child Abuse Awareness and Prevention Month by Cary Baker, Executive Director of Scotty's House, accompanied by Alison Prince, Director of Development.

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  - a. Employment & Separations
15. Payment of Claims.
16. Convene into Executive Session pursuant to Texas Government Code §551.074 to discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of county personnel.
17. Consider and possible action on Executive Session.
18. Acknowledgement of FY 2023-2024 Budget to Actuals by Fund as of March 24, 2024. Acknowledgement of FY 2023-2024 Contingency Budget to Actuals by Fund as of March 24, 2024.
19. Juvenile director's report on detention population.
20. Sheriff's report on inmate population.
21. Announcement of interest items and possible future agenda topics.
22. 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 Brazos County Administration Building, 200 S. Texas Avenue, Suite 106, Bryan, TX 77803, THE PUBLIC MAY WATCH THE MEETING LIVE AT [FACEBOOK.COM/BRAZOSCOURTXX](https://www.facebook.com/brazoscourttx) 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

2 DAY OF April, 2024  
10:00 AM/PM, Regular Meeting.

## Name

(PLEASE PRINT)

Cheryl Coffman  
Aubrey Leggett  
Katia Boeza  
Karen McQueen  
Ashlie Peters-Bowman  
Allison Lindlake  
Cyndie Wiley  
NICK PHILIPLO JR  
ANN Boney  
Nina Payne  
Cathie Viens  
Katie Connor  
Cary Baker  
Alison Prina  
Jacquie Gostin

## Organization

(PLEASE PRINT)

Comm. Court  
Comm. Court  
Comm. Court  
Co. Clerk  
Co Clerk's off  
Co Judge  
SELF  
CITIZEN  
NRAEP  
Budget Office  
tax paye  
Auditor  
Scotty's House  
Scotty's House  
Expo

# BRAZOS COUNTY COMMISSIONER'S COURT

2<sup>nd</sup> DAY OF April, 20 24  
10:00 (AM/PM, Regular)

**Name**

(PLEASE PRINT)

**Organization**

(PLEASE PRINT)

Josh Lambert

EXPO

MIKE STREET

Asa Jiliso

AgriLife DNR

maritime

county auditor

Spencer Mag's

Budget

Sherrice Anderson

~~DA~~ Co-fudge

Paul Matus

BISO

Linda Plett

Self

Jennifer Quinn

self

Ben Holmes

USO

Katie Mock

BTD

Joe Allen

BUCOG

WM. Charles Wendt

Purchasing

Kathryn Battles

Summer Dubel

↓

# BRAZOS COUNTY COMMISSIONER'S COURT

2<sup>nd</sup> DAY OF April, 2024  
10:00 (AM)PM, Regular

## Name

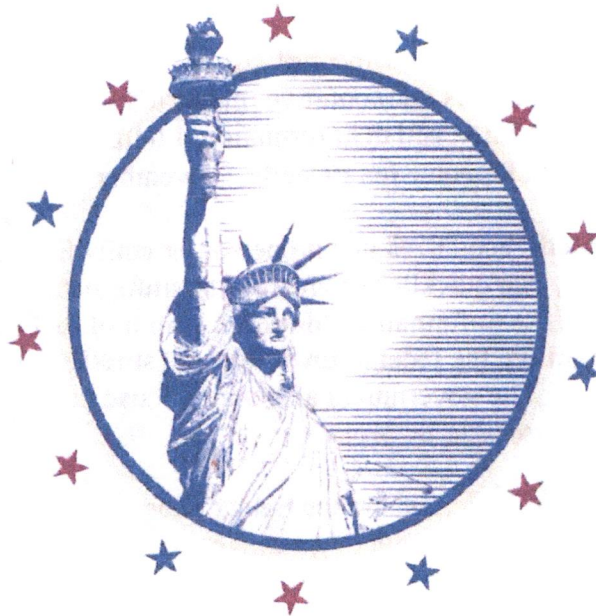
(PLEASE PRINT)

Wayne Dickey  
Schuyton VP, member  
Kyle Meclenagen  
Bob Lankin  
James Campbell  
Trevor Larsson  
Limbby Paul  
Judy Hancock  
Kyle Hawthorn  
Jennifer Salazar  
Raeanna McConathy  
Donald Lampo  
T Jared Salther  
Kevin Stuart  
Ray Arrington

## Organization

(PLEASE PRINT)

SO  
KOTX  
The Eagle  
County Judge  
Treasurer  
C. Judge  
CO Judge  
EA  
8<sup>TH</sup> JC  
HR  
HR  
Constable Pct 2  
B+A  
DCSO  
COB



**THE WEAPONIZATION OF CISA:  
HOW A “CYBERSECURITY” AGENCY COLLUDED WITH BIG TECH  
AND “DISINFORMATION” PARTNERS TO CENSOR AMERICANS**

Interim Staff Report of the  
Committee on the Judiciary  
and the  
Select Subcommittee on the Weaponization of the Federal Government  
U.S. House of Representatives



June 26, 2023



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## EXECUTIVE SUMMARY

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“One could argue we’re in the business of critical infrastructure, and the most critical infrastructure is our cognitive infrastructure, so building that resilience to misinformation and disinformation, I think, is incredibly important.”

– CISA Director Jen Easterly, November 10, 2021.<sup>1</sup>

The First Amendment recognizes that no person or entity has a monopoly on the truth, and that the “truth” of today can quickly become the “misinformation” of tomorrow. Labeling speech “misinformation” or “disinformation” does not strip it of its First Amendment protection. As such, under the Constitution, the federal government is strictly prohibited from censoring Americans’ political speech. The government also may not use third parties to bypass the First Amendment and conduct censorship by proxy.<sup>2</sup>

The Committee on the Judiciary and the Select Subcommittee on the Weaponization of the Federal Government have been conducting an investigation into government-induced censorship on social media. Although the investigation is ongoing, information obtained to date has revealed that the Cybersecurity and Infrastructure Security Agency (CISA)—an upstart agency within the Department of Homeland Security (DHS)—has facilitated the censorship of Americans directly and through third-party intermediaries.

Founded in 2018, CISA was originally intended to be an ancillary agency designed to protect “critical infrastructure” and guard against cybersecurity threats.<sup>3</sup> In the years since its creation, however, CISA metastasized into the nerve center of the federal government’s domestic surveillance and censorship operations on social media.<sup>4</sup> By 2020, CISA routinely reported social media posts that allegedly spread “disinformation” to social media platforms.<sup>5</sup> By 2021, CISA had a formal “Mis-, Dis-, and Malinformation” (MDM) team.<sup>6</sup> In 2022 and 2023, in response to growing public and private criticism of CISA’s unconstitutional behavior, CISA attempted to camouflage its activities, duplicitously claiming it serves a purely “informational” role.<sup>7</sup>

This interim staff report details, among other things, that:

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<sup>1</sup> Maggie Miller, *Cyber agency beefing up disinformation, misinformation team*, THE HILL (Nov. 10, 2021).

<sup>2</sup> See *Norwood v. Harrison*, 413 U.S. 455, 465 (1973) (“It is also axiomatic that a state may not induce, encourage or promote private persons to accomplish what it is constitutionally forbidden to accomplish.”).

<sup>3</sup> See 6 U.S. Code § 652; *Federal Government*, CYBERSECURITY AND INFRASTRUCTURE SEC. AGENCY, <https://www.cisa.gov/audiences/federal-government> (last visited Jun. 23, 2023).

<sup>4</sup> See Ken Klippenstein and Lee Fang, *Truth Cops: Leaked Documents Outline DHS’s Plans to Police Disinformation*, THE INTERCEPT (Oct. 31, 2022).

<sup>5</sup> Scully Dep. 16:16–17:8, *Missouri v. Biden*, No. 3:22-cv-01213 (W.D. La. 2022), ECF No. 209.

<sup>6</sup> *DHS Needs a Unified Strategy to Counter Disinformation Campaigns*, DEP’T OF HOMELAND SEC. OFFICE OF INSPECTOR GEN., at 7 (Aug. 10, 2022), <https://www.oig.dhs.gov/sites/default/files/assets/2022-08/OIG-22-58-Aug22.pdf>.

<sup>7</sup> See, e.g., Scully Dep. 17:9–14, *supra* note 5.

- CISA is “working with federal partners to mature a whole-of-government approach” to curbing alleged misinformation and disinformation.<sup>8</sup>
- CISA considered the creation of an anti-misinformation “rapid response team” capable of physically deploying across the United States.<sup>9</sup>
- CISA moved its censorship operation to a CISA-funded non-profit after CISA and the Biden Administration were sued in federal court, implicitly admitting that its censorship activities are unconstitutional.<sup>10</sup>
- CISA wanted to use the same CISA-funded non-profit as its mouthpiece to “avoid the appearance of government propaganda.”<sup>11</sup>
- Members of CISA’s advisory committee agonized that it was “only a matter of time before someone realizes we exist and starts asking about our work.”<sup>12</sup>

The Committee and the Select Subcommittee are responsible for investigating “violation[s] of the civil liberties of citizens of the United States.”<sup>13</sup> In accordance with this mandate, this interim staff report on CISA’s violations of the First Amendment and other unconstitutional activities fulfills the obligation to identify and report on the weaponization of the federal government against American citizens. The work, however, is not done. CISA still has not adequately complied with a subpoena for relevant documents, and much more fact-finding is necessary. In order to better inform the Committee’s legislative efforts, the Committee and Select Subcommittee will continue to investigate CISA’s and other Executive Branch agencies’ entanglement with social media platforms.

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<sup>8</sup> CISA CYBERSECURITY ADVISORY COMM., SUBCOMMITTEE OVERVIEW & UPDATE: PROTECTING CRITICAL INFRASTRUCTURE FROM MISINFORMATION & DISINFORMATION, at 1 (2022) (on file with the Comm.).

<sup>9</sup> CISA CYBERSECURITY ADVISORY COMM., PROTECTING CRITICAL INFRASTRUCTURE FROM MISINFORMATION & DISINFORMATION SUBCOMMITTEE MEETING JUNE 14, 2022, at 2 (on file with the Comm.).

<sup>10</sup> CISA CYBERSECURITY ADVISORY COMM., PROTECTING CRITICAL INFRASTRUCTURE FROM MISINFORMATION & DISINFORMATION SUBCOMMITTEE MEETING JULY 26, 2022, at 1 (on file with the Comm.).

<sup>11</sup> CISA CYBERSECURITY ADVISORY COMM., PROTECTING CRITICAL INFRASTRUCTURE FROM MISINFORMATION & DISINFORMATION SUBCOMMITTEE MEETING APRIL 12, 2022, at 2 (on file with the Comm.).

<sup>12</sup> E-mail from Suzanne Spaulding to Kate Starbird (May 20, 2022, 7:27 AM) (on file with the Comm.).

<sup>13</sup> H. Res. 12 § 1(b)(E).





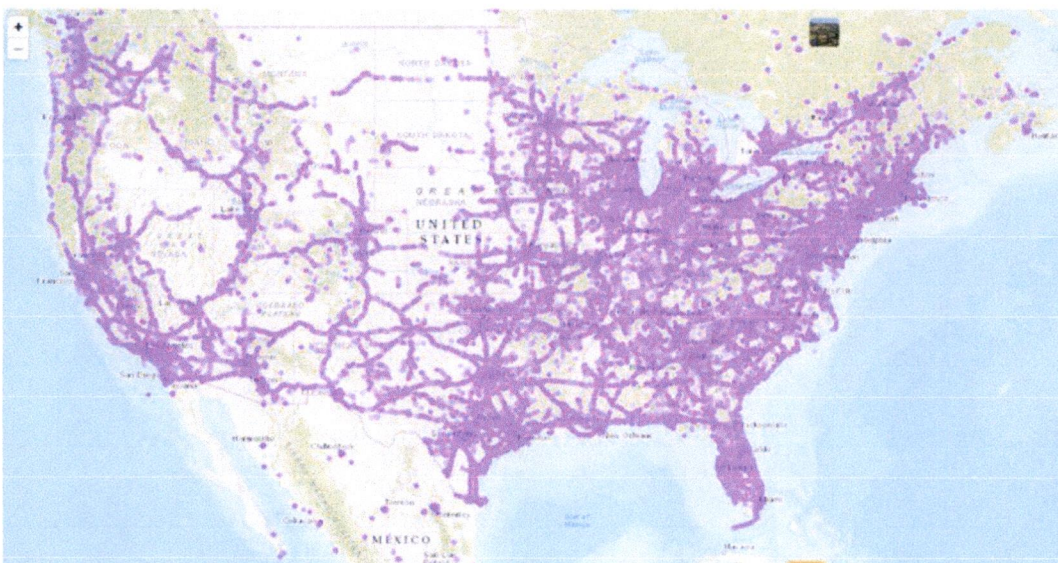
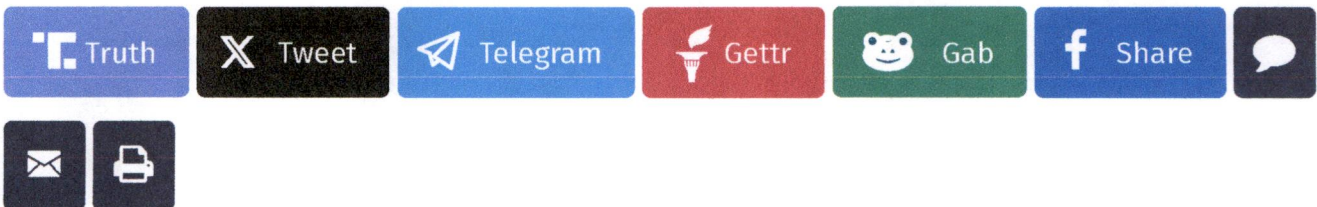
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# RECEIPTS: CISA AND AT&T PUSHED CONNECTING ELECTIONS TO FIRSTNET, MARK ZUCKERBERG PAID FIRSTNET BILLS, FIRSTNET INFESTED WITH HACKABLE CHINESE COMPONENTS

August 30, 2023 by Joe Hoft



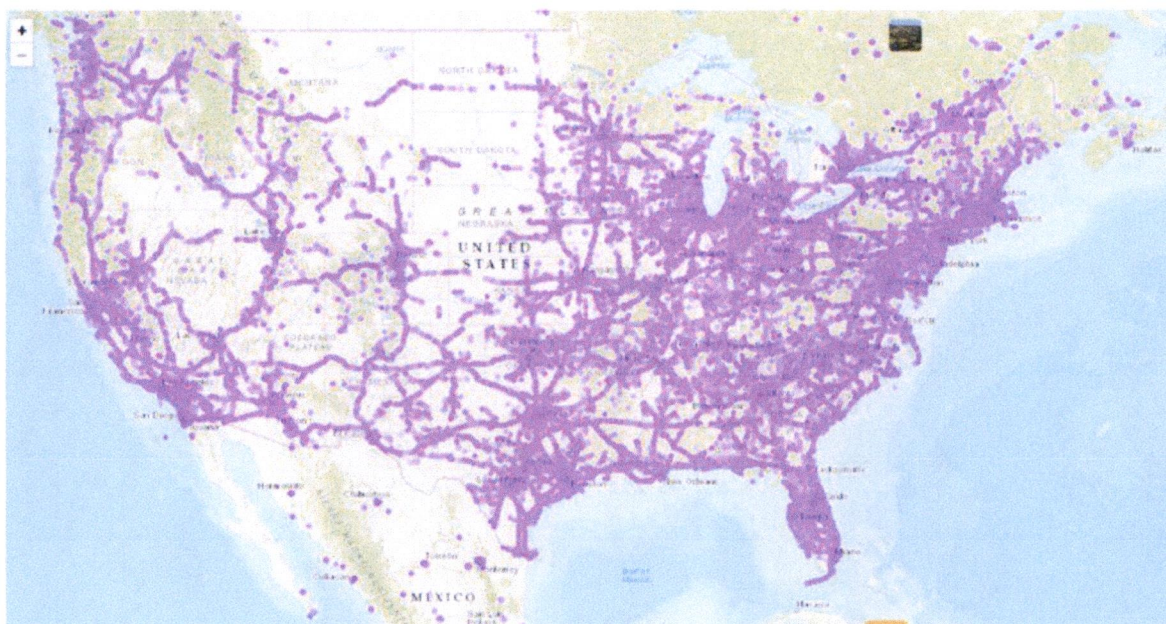
RECEIPTS: CISA AND AT&T PUSHED CONNECTING ELECTIONS TO FIRSTNET, MARK ZUCKERBERG PAID FIRSTNET BILLS, FIRSTNET INFESTED WITH HACKABLE CHINESE COMPONENTS

*Guest post by David and Erin Clements.*

## RECEIPTS: CISA AND AT&T PUSHED CONNECTING ELECTIONS TO FIRSTNET, MARK ZUCKERBERG PAID FIRSTNET BILLS, FIRSTNET INFESTED WITH HACKABLE CHINESE COMPONENTS

Recently, we broke the story that a nationwide cellular network for “public safety” called FirstNet was being used to connect election systems throughout the country.





## BOMBSHELL EXCLUSIVE: NATIONWIDE CELLULAR NETWORK CONNECTS ELECTION EQUIPMENT AND GIVES FEDERAL GOVERNMENT ACCESS TO ELECTION SYSTEMS AT THE PRECINCT LEVEL

BOMBSHELL: NATIONWIDE CELLULAR NETWORK CONNECTS ELECTION EQUIPMENT AND GIVES FEDERAL GOVERNMENT ACCESS TO ELECTION SYSTEMS AT THE PRECINCT LEVEL Guest post by David and Erin Clements A growing majority of ... Continue reading



Joe Hoft

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Previously, it was believed that there could be no centralized national access to the precinct-level election equipment because the disparate networks and equipment used in each voting jurisdiction would make centralized spying or hacking too unwieldy. The existence of FirstNet blows that theory out of the water. Polling places are actively being standardized and federalized, creating the opportunity for central monitoring and manipulation by the federal government and leftist public-private organizations.

These real concerns have already proven to be true, as investigators discovered the [Albert Sensor program](#), whereby the federal government [monitors every registration database in the country](#) through a partnership with a secretive non-government organization known as



Center for Internet Security (CIS). CIS runs the Election Infrastructure Information Sharing and Analysis Center (EI-ISAC). Put all these moving parts together, and you have an election system that can be monitored and manipulated at every level across the country.

Public documents collected by grassroots researchers, Sophie Anderson, Dr. Charles Bernardin and others, reveal that the federal government and AT&T have been actively pushing jurisdictions to connect their polling places to FirstNet, and that funds from a far-left organization paid the bill for FirstNet in at least one swing state. Ample evidence exists that FirstNet is littered with communist Chinese components, making it a major point of vulnerability from a national security standpoint.

## CISA PROMOTES STATEWIDE FIRSTNET ELECTION CONNECTIONS



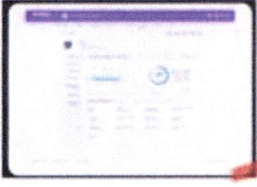

The Cybersecurity and Infrastructure Security Agency (CISA) supposedly exists to protect critical infrastructure from cyber threats. However, [congress recently released a report](#) that CISA has “metastasized into the nerve center of the federal government’s domestic surveillance and censorship operations on social media.” A top priority for CISA has been illegally censoring Americans’ doubts about the integrity of the 2020 election while it [pushed the propaganda](#) that the 2020 election was the “most secure in American history.”

**To date, CISA has done nothing to investigate the thousands of reports of fraud and irregularities that are still being made about the 2020 and subsequent elections. But CISA has been busy expanding election jurisdictions’ uptake of FirstNet services to connect their precinct election machines.**

During the Fall 2021 Government Coordinating Council – which the Department of Homeland Security (DHS) uses to push policy directives to federal, state, and local governments – CISA teamed with a FirstNet representative and officials from New Jersey to promote that state’s implementation of **statewide** connectivity to AT&T’s FirstNet network. The presentation revealed that New Jersey uses FirstNet compatible Nighthawk Hotspots and Cradlepoint modems which are **initially configured by AT&T and connected to the state’s 14,000 electronic pollpads** before being delivered to the voting locations.

Slides from the CISA presentation are shown below. All this equipment is centrally accessible by each county’s IT team and FirstNet.



<h3>Wireless Network for e-Poll Books</h3> <p>The NJ Division of Elections and the NJ Office of Homeland Security and Preparedness took the lead in establishing a wireless network to be used for all of the e-Poll Book connectivity</p> <ul style="list-style-type: none"> <li>• Configured to minimize county work effort</li> <li>• Contracted to use the AT&amp;T FirstNet network which is a nationwide wireless broadband network for critical infrastructure communications</li> <li>• The State is purchasing the necessary hardware and covering the network usage costs</li> </ul>	<h3>Cradlepoint IBR900</h3> <p>Hardened carrying case</p> 
<h3>Remote Network Management</h3> <ul style="list-style-type: none"> <li>• Remote access by county elections IT team</li> <li>• Able to make common profile changes across all routers</li> <li>• Apply changes to all routers simultaneously</li> </ul> <div style="display: flex;"> <div style="flex: 1;"> <p>NetCloud for Cradlepoint</p>  </div> <div style="flex: 1;"> <p>Netgear Insight for Nighthawk</p>  </div> </div>	<h3>Nighthawk Hotspot Router</h3> <p>State provided Nighthawk wireless hotspot for all Election Day polling locations</p> <ul style="list-style-type: none"> <li>• Includes router and power supply</li> <li>• Initially configured by AT&amp;T</li> <li>• ePoll books linked before deploy</li> <li>• Poll worker simply powers on and logs into ePoll book</li> <li>• Primarily needed for start of day synchronization to central database</li> </ul> 

## Slides from a CISA presentation of statewide connection to FirstNet in New Jersey

New Jersey's [Guidelines for the Conduct of Early Voting](#) states, "during early voting, e-poll books are directly integrated with the voting system, preparing the ballot card or activating the voting machine."

**This means that all the ballot marking devices and tabulators in New Jersey are also necessarily exposed to FirstNet with the electronic pollpads, leaving the official election results open to manipulation.**

The vulnerability created by connecting **an entire state's election system** to a single centrally accessible, hackable network is enormous. Couple that with de-facto third party access by AT&T – which is completely unaccountable even to congress – and you have a recipe for election fraud.

## PROOF OF A MANIPUATED ELECTION IN MERCER COUNTY, NEW JERSEY

But is there any evidence that New Jersey's elections have been manipulated? Yes, there is.

Mercer County, New Jersey made national headlines during the 2022 midterm election when all its tabulators failed on election day. It was determined that a last-minute change made by the county clerk that was ignored by Dominion Voting Systems was [ultimately the cause of the failure](#).



The election day chaos prompted a grassroots election integrity team to do a deep dive on the election records from Mercer County to see what else might have gone wrong. The grassroots team found that their election officials refused to produce some records, and the records that were produced could not be reconciled with each other at any level.

For example, there were three sets of books that reported the number of ballots cast in Mercer County. The county's certified results had completely different numbers of ballots than the state-level voter history file, which were both different than the numbers the New Jersey Secretary of State submitted to the federal government in their mandatory post-election survey (see table below). The team also found that the tabulator summaries created by the Dominion software to report the number of ballots cast on each tabulator used during the election could not be reconciled with the ballot image data, which also reports the tabulator used to scan each ballot.

New Jersey's entire election system was exposed to the centrally controlled FirstNet network. The massive inconsistencies throughout the election audit trail reveals, yet again, that internet-connected election machines and software cannot be trusted.

Mercer County - General Election November 8, 2022			
	County	State	Federal
		12/2	NJ SOS
		NJ SOS	Submission
		Voter	to Bi-Annual
		History	FEC EAV
	Certified	File	Survey
Ballot Type	Results		
Election Day	60,727	55,858	
Early	9,751	9,633	
Sub-total	70,478	65,491	67,616
Mail In	25,512	28,080	27,890
UOCAVA/Fed	288	282	421
Provisional	3,862	4,642	4,213
	100,140	98,213	100,140

### Three Sets of Books in New Jersey's Midterm Election

#### NATIONAL ASSOCIATION OF SECRETARIES OF STATE PROMOTES FIRSTNET FOR ELECTIONS AND NOMINATED THE NEW JERSEY'S MODEL FOR AWARD

Secretaries of State have largely shrugged off the public's growing concern over the vulnerability of the election system. In fact, the National Association of Secretaries of State (NASS) is a key player in CISA's illegal censorship scheme aimed at shutting down public discussion of election doubts. Oddly enough, NASS promoted increasing election system





## RECEIPTS: CISA AND AT&T PUSHED CONNECTING ELECTIONS TO FIRSTNET BEFORE 2020

vulnerability by promoting the use of FirstNet in elections during their [2022 Winter Conference](#). NASS was also impressed enough with New Jersey's model of connecting the state's entire election system to FirstNet, that they were [nominated](#) for the prestigious "NASS IDEAS" award this year.

### AT&T PUSHED STATES TO CONNECT ELECTIONS TO THEIR NETWORK BEFORE 2020

An email obtained from AT&T to Utah's elections director, Justin Lee, shows that AT&T was actively soliciting states to use federal HAVA grants for "election security" to connect their election systems to their cellular network, doubtless using FirstNet's preemptive privileges available to election infrastructure as incentive:

### AT&T URGING UTAH TO CONNECT THEIR ELECTION TO FIRSTNET

### MARK ZUCKERBERG FUNDED FIRSTNET ELECTION CONNECTIONS IN WISCONSIN

Mark Zuckerberg funneled \$350 million into elections across the country through his non-profit called Center for Tech and Civic Life (CTCL). CTCL funding was skewed in favor of jurisdictions that ultimately went to Joe Biden. Most of the states that "stopped counting" in the middle of the night during the 2020 election were among those [that received the most funding](#), with Georgia receiving the most of any state per capita.

Exactly how the money was spent can be difficult to obtain, but we know that CTCL funds



to obtain, but we know that CTCL funds were used to pay for a FirstNet connection to election equipment in Kenosha County in the swing state of Wisconsin:

#### CTCL EXPENSES CURRENT

09/30/20 Allegra	Registration Applications	1,368.93	x	193033	PO 200763	n
10/08/20 Staples	Office Supplies	327.64	x	193160		n
10/08/20 Staples	AV Cart	146.23	x	193160		n
10/12/20 Allegra	Voter Pads	2,094.91	x	193252	PO 200763	n
10/14/20 Cardmember	Election Icons	99.00	x	193351		n
10/30/20 Intab, LLC	9 Vote Here	3,712.43	x	193513	PO 200924	n
10/22/20 Adams Outdoor Ad	Billboards	4,330.00	x	193566	PO 200922	n
11/06/20 Election Source	voting signage	8,038.33	x	193670	PO 200923	n
11/07/20 Election Source	voting signage	649.11	x	193735	PO 200921	n
11/07/20 Staples	date stamps/office supplies	1,859.46	x	193734		n
11/14/20 J. Ewens	Voter Outreach signs	1,737.05	x	193777		n
11/14/20 Happenings	Voter Outreach signs	550.00	x	193794		n
11/25/20 Amazon	Binder Clips	152.38	x	194061		n
11/25/20 Amazon	Lanyards	47.62	x	194061		n
11/25/20 Happenings	Voter Ads	469.00	x	194068		n
11/23/20 Happenings	Voter Ads	465.00	x	194068		n
Kenosha Transit	Bus Shelter Advertising	6,900.00	x	JE 11306		n
Kenosha Transit	Bus Shelter Advertising	6,900.00	x	JE 12241		n
12/10/20 Allegra	Printing Election Materials	2,189.28	x	194278	PO 200763	n
12/31/20 Allegra	Printing Election Materials	4,594.43	x	194633	PO 200763	n
01/13/21 Kenosha News	Ad for Early Voting	290.47	x	194823	PO 200375	n
Cardmember	WMIP Ads for Voting	756.50	x			n
AT & T	firstnet	1,259.96	x			n
08/21/20 CDW-G	Computer Equipment	578.16	x	192295	x	i
08/27/20 AT & T	Firstnet	717.96	x	192473	x	i
08/27/20 James Imaging	Color MFP	7,276.00	x	192414	PO 200765	i
09/15/20 CDW-G	Lap Tops	9,257.64	x	192779	PO 200762	i
09/30/20 AT & T	Firstnet	1,259.96	x	193049		i
10/08/20 Election Systems	Tabulators	55,075.00	x	193154		i
10/08/20 Election Systems	Tabulators	61,450.00	x	193154		i

**CTCL FUNDS USED FOR FIRSTNET  
CONNECTION IN KENOSHA COUNTY,  
WISCONSIN**

were used to pay for a FirstNet connection to election equipment in Kenosha County in the swing state of Wisconsin:

#### CTCL FUNDS USED FOR FIRSTNET CONNECTION IN KENOSHA COUNTY, WISCONSIN

Kenosha County was in the news a few months after the 2020 election when [it was revealed](#) that a Democrat operative named Michael Spitzer-Rubenstein had “significant influence over the administration of the presidential election” and “played point man for the coordinated effort among the “Wisconsin 5” cities: Milwaukee, Madison, Green Bay, Kenosha, and Racine – which received a combined \$6.3 million in Zuckerberg money.”

Spitzer-Rubenstein was given a key to the building in Green Bay where absentee ballots were stored and processed as well as a hidden Wi-Fi network name that could be used for “sensitive machines that need to be connected to the internet.”

Further, in a [recent conversation](#) between Wisconsin Assembly Representative, Janel Brandtjen, and independent journalist and researcher, Peter Bernegger, Representative Brandtjen said that both Dominion and ES&S had told the public in Wisconsin not to “worry about [voting machines] being connected to the internet because they are on a **secure phone line through one company.**” (emphasis added) Were the voting machine companies admitting that FirstNet is serving the entire state of Wisconsin as they clearly are in Kenosha County?



machines to the internet in Wisconsin is compromised.



Dallas County  
**BRIEFING / COURT ORDER**  
Commissioners Court - Jun 16 2020

- ☐ Resolution
- ☐ Solicitation/Contract
- ☐ Executive Session
- ☐ Addendum

**Authorize the Purchase of AT&T Handheld Barcode Scanners with FirstNet Service– Amount Not To Exceed \$68,000.00**

**Briefing Date:** Jun 16 2020  
**Funding Source:** 00466.0000.2880.2014.0000.00000.2302.0000  
**Originating Department:** Elections  
**Prepared by:** Toni Pippins-Poole, Elections Administrator  
**Recommended by:** Toni Pippins-Poole, Elections Administrator

**BACKGROUND INFORMATION:**

Dallas County Elections Department (DCED) is requesting to purchase and replace current inventory barcode scanners to be used with our ASKED Material Tracker Database Module – which is an inventory management solutions.

The current 30 scanners are Motorola MC9500 Windows CE operating system soon to be at end of life and will no longer receive security updates. The Dallas County Office of Information Technology advised the equipment must be replaced to maintain adequate elections security updates. The recommendation of replacement equipment to be considered to meet current operations. AT&T FirstNet Zebra TC77 Handheld Android Barcode Scanner Kit with Snap-On Trigger Handle.

**OPERATIONAL IMPACT:**

Replacement of Motorola MC9500 Handheld Wireless Barcode Scanner with the proposed scanners will support WPA2 enterprise and remain compliant with the County's adopted framework. Maintaining harmony with the Election Infrastructure Information Sharing Analysis Center (EI-ISAC) is recommended.

## RECEIPTS FROM DALLAS COUNTY

As discussed in the [previous article](#). Dallas

Bernegger goes on to show multiple instances in the tabulator system logs where the tabulators report that they transmitted and received information from other computers during the election. One of these computers belonged to a **private non-profit** called Wiscnet in Madison. Information being exchanged within the tabulators without the direction or knowledge of the election officials in those counties indicates that the network being used to connect election machines to the internet in Wisconsin is compromised.

## RECEIPTS FROM DALLAS COUNTY

As discussed in the [previous article](#), Dallas County, Texas used FirstNet to connect both their tabulation and electronic pollpads to the internet. A purchase order was discovered that authorized Dallas County to also purchase \$68,000 worth of FirstNet enabled handheld scanners. These were used in their AskED Material Tracker Database Module to maintain “harmony with the Election Infrastructure Information Sharing Analysis Center (EI-ISAC).”

The [AskED Material Tracker Database Module](#) keeps track of where every piece of election equipment is at any given time and shares this information with the federal government through the EI-ISAC.



## LOS ANGELES COUNTY, CALIFORNIA USES FIRSTNET AND OTHER SHADY PRODUCTS

[This article](#) describes how Los Angeles County, the largest county in America with over 5 million voters, standardized connecting their electronic pollpads to the internet prior to the 2020 election: "Network professionals from Cradlepoint and AT&T spent about two days setting up somewhere from 700 to 1,000 voting centers throughout the county." This suggests that Los Angeles County, like Dallas County and the State of New Jersey, have standardized connecting election machines to the internet using FirstNet.

## FIRSTNET OPENS THE DOOR TO FOREIGN HACKING

A [Newsweek article](#) published earlier this month with the alarmist title "China's Plan to Rule the World's Smart Devices" states "Chinese-made components in devices certified for use on the federally managed FirstNet public safety network are designed to be able to send information back to servers in China."

The article states that "cellular modules made by Chinese firms...are in more than 130 devices certified by the FirstNet Authority for use on their dedicated first-responder network." Experts sounding the alarm over China's influence in devices used on FirstNet say security tests that supposedly secure these devices are meaningless because automatic firmware updates initiated by the manufacturer can change the capabilities of the devices and open backdoors to steal data.

Even John Cohen, Biden's former Undersecretary of Intelligence at the DHS, told Newsweek, "You have to assume that data communicated via any IT, computer or communications technology made by a Chinese company can be accessed by Chinese intelligence."

In October 2018, five leftist non-profits and 30 subject matter experts sent [a letter](#) to the DHS and Election Assistance Commission in October 2018 to urge them to "caution state and local election officials against using wireless and cellular communication..." They also state emphatically that "modern cellular modems...in fact, are part of the Internet." They then go on to chronicle all the many ways that election data exposed to a cellular network can be intercepted and changed.

The warnings in the experts' letter are echoed in this video:

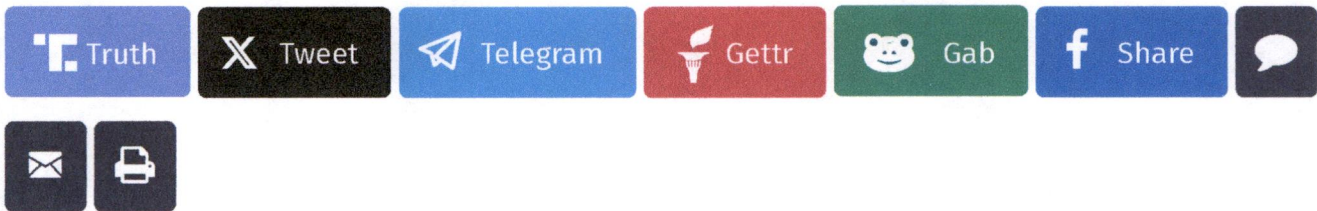
Hacking America's Election Modems







**You must wonder, then, why the DHS has supported election officials moving in the direction of connecting their election systems to FirstNet if they know it's inherently vulnerable and a risk to national security.**



Blog

< Corrupt Obama Judge Finds Rudy Giuliani Guilty Because He Didn't Turn Over Devices the FBI Took from His Home

> President Trump Should Be Worried about Being Assassinated – He's Been Attacked by the Deep State Before

## 5 thoughts on "RECEIPTS: CISA AND AT&T PUSHED CONNECTING ELECTIONS TO FIRSTNET, MARK ZUCKERBERG PAID FIRSTNET BILLS, FIRSTNET INFESTED WITH HACKABLE CHINESE COMPONENTS"

**James Manship**

August 31, 2023 at 12:27 am



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 4/2/2024

ITEM: 

- Presentation of Scotty's House services and discussion on Child Abuse Awareness and Prevention Month by Cary Baker, Executive Director of Scotty's House, accompanied by Alison Prince, Director of Development.

TO: Commissioners Court

DATE: 02/20/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

[General Scotty's House Overview .pdf](#)

**Description**

General Scotty's House Overview

**Type**

Backup Material



# SCOTTY'S HOUSE

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Brazos Valley Child Advocacy Center

*Where the healing begins*

# Who We Are

Scotty's House is the only Brazos County non-profit organization involved directly in the protection from child abuse through coordinated investigations with local law enforcement agencies, Baylor Scott & White Hospital, Brazos County District Attorney's Office, and the Texas Department of Family and Protective Services. Our goal is to minimize the trauma of the abuse so that children and families can begin to heal.



## SCOTTY'S HOUSE

Brazos Valley Child Advocacy Center

# What We Do

Our mission is to provide Scotty's House provides safety, healing, and justice for children victimized by abuse through professional assessment, counseling, and education in a compassionate and collaborative approach.

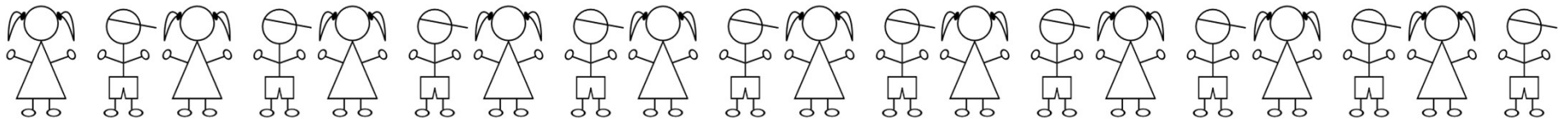




**SCOTTY'S HOUSE**

Brazos Valley Child Advocacy Center

**One in ten children will be sexually abused before age 18.**





# Our Impact



**SCOTTY'S HOUSE**

Brazos Valley Child Advocacy Center



## Forensic Interviews

A child's recorded statement conducted by specially trained professionals to gather factual information from a child in a neutral, child-friendly setting.



## Forensic Medical Evaluations

Medical exams conducted by specially trained Sexual Assault Nurse Examiners to collect physical evidence and document injury, along with an overall physical check-up.



## Family Support Services

Support to families navigating the investigative process that focuses on emotional, economic, and basic needs of children and their non-offending family members.



## Counseling Services

Evidence-based, trauma-informed interventions that allow child victims and their non-offending family members the chance to heal from the trauma of abuse.

## OUR IMPACT IN 2023:

### Forensic Interviews

754 interviews conducted

### Forensic Medical Evaluations

119 exams conducted

### Family Support Services

789 families served

### Counseling Services

3,226 counseling sessions

Total Unduplicated Children Served

**1,189**



**SCOTTY'S HOUSE**

Brazos Valley Child Advocacy Center

# Our Impact

Scotty's House provides educational programs to the Brazos Valley on various topics related to child abuse awareness and prevention.

Topics include:

*Recognizing & Reporting Child Abuse*

*Responding to an Outcry of Abuse*

*Child Abuse Investigations*

*Volunteer & Internship Opportunities*

*Developmentally Appropriate Children's Programs*

*Internet Safety*

*Scotty's House Services and Tours*





**SCOTTY'S HOUSE**

Brazos Valley Child Advocacy Center

# Get Involved

Scotty's House provides **volunteer opportunities** based on program needs, prevention education, and outreach.

Volunteers include:

- Family Care Volunteers
- Medical Volunteers
- Medical Accompaniment Volunteers
- Virtual Volunteers
- Ambassadors

**Learn More:**



P<sup>aws</sup> For Hope



# HI THERE! MEET SAWYER!

Sawyer is the official Facility Dog for [Scotty's House](#).

As a facility dog, he helps kids and families who visit Scotty's House feel comfortable and safe. Dedicated to helping his friends at Scotty's House, Sawyer provides friendship during interviews, time with counselors, time in court, and more.

Whether working or not, Sawyer is always willing to lend a **Paw for Hope**.

---

6

Number of years  
Sawyer has served  
Scotty's House

234

Counseling and Interview  
Sessions Sawyer attended  
in last year

13

Costumes Sawyer  
has worn during Play  
Therapy

A group of four young children of diverse backgrounds are hugging each other in a park. A girl on the left is laughing, a boy in the center is smiling, and two girls on the right are also smiling. They are wearing colorful clothing. The background shows a playground with colorful equipment and a grassy field under bright sunlight.

*We are the place where healing begins.*

**SCOTTY'S HOUSE**

Brazos Valley Child Advocacy Center





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 4/2/2024

ITEM: Proclamation 24-012 declaring the month of April as Child Abuse Awareness and Prevention Month.

TO: Commissioners Court

DATE: 02/20/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Proclamation - Child Abuse Awareness and Prevention.pdf](#)

Proclamation - Child Abuse Awareness and Prevention

Backup Material





## *Proclamation*

### Child Abuse Awareness and Prevention Month

**WHEREAS**, in the Federal fiscal year 2023, the Texas Department of Family & Protective Services confirmed 58,120 victims of child abuse or neglect, including 480 in Brazos County; and

**WHEREAS**, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone in our community; and

**WHEREAS**, our children are our most valuable resources and will shape the future of Texas; and

**WHEREAS**, child abuse can have long-term psychological, emotional, and physical effects that can have lifelong consequences for victims; and

**WHEREAS**, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children;

**WHEREAS**, effective child abuse prevention activities succeed because of the meaningful connections and partnerships created between child welfare, education, health, community- and faith-based organizations, businesses, and law enforcement agencies; and

**WHEREAS**, communities must make every effort to promote programs and activities that benefit children and their families;

**WHEREAS**, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, nurturing environment;

**WHEREAS**, prevention remains the best defense for children and families;

**WHEREAS**, the impact of abuse and neglect has long-term personal, economic, and social costs; therefore, hurting Texas' future;

**WHEREAS**, Scotty's House Child Advocacy Center helps to ensure that children who are victimized by abuse and neglect receive the safety, healing, and justice that they deserve;

**WHEREAS**, 1,189 children were served by Scotty's House in 2023, and 64,938 received critical services at a child advocacy center in Texas;

**WHEREAS**, Court Appointed Special Advocates - CASA volunteers - are assigned by the court to be there for a child and speak up for a child's best interest and ensure the child's voice is heard;

**WHEREAS**, Scotty's House, Voices for Children (CASA), Child Protective Services, foster parents, teachers, and others work to ensure that children in our community have a safe, happy future;

**NOW, THEREFORE**, we do hereby proclaim April 2024 as NATIONAL CHILD ABUSE AWARENESS AND PREVENTION MONTH in Brazos County and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

**PROCLAIMED** this 2<sup>ND</sup> day of April 2024

A blue ink signature of Duane Peters, County Judge, is written over a horizontal line.

Duane Peters  
County Judge

A blue ink signature of Commissioner Steve Aldrich, Precinct 1, is written over a horizontal line.

Commissioner Steve Aldrich  
Precinct 1

A blue ink signature of Commissioner Nancy Berry, Precinct 3, is written over a horizontal line.

Commissioner Nancy Berry  
Precinct 3

A blue ink signature of Commissioner Chuck Konderla, Precinct 2, is written over a horizontal line.

Commissioner Chuck Konderla  
Precinct 2

A blue ink signature of Commissioner Wanda J. Watson, Precinct 4, is written over a horizontal line.

Commissioner Wanda J. Watson  
Precinct 4



**BRAZOS COUNTY  
BRYAN, TEXAS**

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DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 4/2/2024

ITEM: Approval of Contract Renewal #24-098R Mail Services for Brazos County with Integ.

TO: Commissioners Court

FROM: Summer Dubec

DATE: 03/25/2024

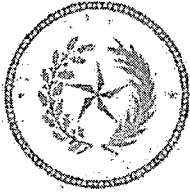
FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Fully Executed Contract - Integ.pdf</a>	Original Contract	Backup Material
<a href="#">Partially Executed Renewal.pdf</a>	Renewal	Backup Material
<a href="#">Tabulation.pdf</a>	Tabulation	Backup Material



# Brazos County Purchasing Department

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

February 8, 2024

Anderton Group II, LTD DBA Integ  
PO Box 23007  
Waco, TX 76702

**Re: Renewal of Contract # 24-098R for Mail Services for Brazos County.**

Brazos County appreciates the quality work your company has provided and would like to exercise the renewal option for *Mail Services 24-098R, previously known as 23-104R, 22-119R, and 20-122.*

All terms, conditions, and pricing shall remain the same. This renewal term will be for one year from July 1, 2024 to June 30, 2025.

To accept the renewal option, please fill out the information and sign below. Return the signed documents by email to [sdubec@brazoscountytexas.gov](mailto:sdubec@brazoscountytexas.gov) or fax to (979) 361-4293. Please then submit an updated Certificate of Insurance by email or mail to the address listed above. **Please return acceptance as soon as possible.** If you have any questions, I may be reached at (979) 361-4294.

Contact Name: David Anderton Title: President / CEO

E-Mail: danderton@integdoes.com Telephone: 254-327-2300

ANDERTON GROUP II, LTD DBA INTEG

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

Authorized Signature

02-28-24

Date

BRAZOS COUNTY

A large, stylized handwritten signature in black ink, written over a horizontal line.

Duane Peters, County Judge

4/2/24

Date

**Tabulation 24-098R Mail Services**  
**Previously known as 23-104R, 22-119R and 20-122**

**July 1, 2024 through June 30, 2025**

	Integ
Cost of Mail Services	14.5% of postage used plus \$300.00/month
Option chosen	Option #2
Processor to be used	Integ
Place where services are to be performed	Waco, TX

**Recommended Award: Integ**

Approved by Commissioner's Court on this 2 day of APRIL, 2024 by  
 holding the position of COUNTY JUDGE



**MAIL SERVICES FOR BRAZOS COUNTY  
CONTRACT**

**BRAZOS COUNTY PURCHASING DEPT.  
200 S. Texas Ave., Ste. 352  
Bryan, Texas 77803  
Telephone (979) 361-4292**

**IQ Request No. 20-122  
Page 1 of 9 Pages**

**GENERAL REQUIREMENT FOR CONTRACT**

I, David Anderton as a duly authorized representative of Integ  
"Contractor" willingly attest to perform (or deliver) as per **Exhibit A** for Brazos County.  
I further agree to all of the provisions and specifications contained in this contract.

**TERM:**

**The term of this contract will be for two (2) years, with the option to renew with three (3) additional one (1) year periods.**

**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. The County reserves the right to accept or reject in part or in whole, any IQs submitted, and to waive any technicalities for the best interest of the County.

**BIDDERS RESPONSIBILITY**

It is the bidder's sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda, and special notices. The Certification of Bid Form must be completed to include full firm name, mailing address, telephone number, email address, Vendor Tax Identification number and signed by an authorized representative of the firm. Failure to provide signature on the Certification of Bid Form renders bid non-responsive. Failure to complete the submission of all required forms, including but not limited to the Reference Page, House Bill 89 & Debarment Verification form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents may be grounds for rejection of entire bid. By submitting a response to this solicitation, the bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Brazos County the "Certificate of Interested Parties", Form 1295 as required, pending award, renewal, amended or extended contract. Visit [https://ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more

information. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda.

#### **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.

#### **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. Title and Risk of Loss of the goods shall not pass to Brazos County until the County actually accepts and takes possession of the goods at the point or points of delivery.

#### **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. Contractor 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. Brazos County will only be required to pay for materials actually received and/or services actually provided. Brazos County shall not be required to pay for materials or services described in the contract that are not used or provided by the contractor in completion of the contract. This term supersedes any contradicting terms throughout the contract and/or any attachments.

When multiple deliveries and/or services are required, the contractor 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 contractor should provide their 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.

**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 AND VENUE**

This bid solicitation is governed by the laws of the State of Texas, specifically, the competitive bidding requirements of the 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. Potential vendors are advised they may have disclosure requirement pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts that have an aggregate value in excess of \$250.00 given to any employee of the County, County Official to the County Official's family members or employment of any employee of the County, County Official or the County Official's family members during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Brazos County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law. Bidder understands that Brazos County is a government subject to Texas State and Federal public information statutes. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

**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. Requests to withdraw a submitted bid or proposal are subject to the approval of the Purchasing Agent.

**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 contractor 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. Waiver of subrogation is required. (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 will be 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.

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:**

**David Anderton**

**Phone Number:**

**254-751-1012**

**Billing Info:**

**PO Box 23007**

**Waco. TX 76702**

**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 and renewals 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. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

### **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.

**HOUSE BILL 89 & DEBARMENT VERIFICATION**

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 affirms the non-debarment statement above; that they are duly authorized execute this contract.

The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270;

1. Does not boycott Israel currently; and
2. Will no boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Company Name: Anderton Group II, Ltd. DBA Integ

Authorized Company Representative: David Anderton

Address: PO Box 23007, Waco, TX 76702

Signature: 

Date: 5/26/2020

Contract #: \_\_\_\_\_



**CERTIFICATION OF BID**

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:  Title: President / CEO


Typed Name: David Anderton

Company Name: Anderton Group II, Ltd. DBA Integ Phone No. 254-751-1012

Email Address: dranderton@integdoes.com

Mailing Address: PO Box 23007 Waco TX 76702  
P. O. Box or Street City State Zip

Employer Identification Number: 20-2054559

Approved by Commissioners' Court on this 9 day of June 2020 by  
 Holding the position of County Judge

**EXHIBIT "A"**  
**IQ 20-122 Mail Services for Brazos County**  
**Contract Term: July 1, 2020 – June 30, 2022**

Fill out "Informal Quotes" form and hand deliver or mail to the Brazos County Purchasing Department, 200 South Texas Ave., Suite 352; Bryan, TX 77803 in a sealed envelope clearly marked "IQ 20-122, Mail Services for Brazos County". Include the signed Contract and a copy of the required insurance with the submission of quotes. The required insurance is listed in the attached Contract. Quotes must be received by the Brazos County Purchasing Department prior to 2:00p.m., Wednesday, May 27, 2020 or they will not be considered. Brazos County will not accept any pricing if delivered via email or fax. Pricing proposals or IQ's delivered to any other person or department other than previously specified, will not be considered responsive.

Brazos County is soliciting quotations for an annual contract for United States Mail Processing and other ancillary mail duties for Brazos County governmental offices. All other tools implements, personnel, supervision, labor, supplies, equipment, vehicles, and all effort necessary to carry out the services as required for this operation will be provided by the successful bidder.

**A. TERM:**

Prices quoted shall be for a two (2) year period, with an option for renewal for three (3) additional one (1) year periods.

**SPECIFICATIONS**

**B. PICK UP LOCATIONS:**

1. Brazos County Tax Office, 300 E. Wm. J. Bryan Pkwy, Bryan, TX 77803
2. Brazos County Administration Building, 200 S. Texas Ave, Bryan, TX 77803

**C. REQUIRED SERVICE:**

1. Pick up Brazos County's outgoing mail each Monday through Friday (exclusive of Federal and County holidays) between 2:00 p.m. and 2:30 p.m. at two Brazos County Locations. (Please see locations above)
2. Sort, weigh, and affix first class postage to all mail the same day it is picked up from Brazos County.
3. Deliver by courier to a processor of choice; all first-class mail weighing two (2) ounces or less which can be bar-coded. (The processor of choice will barcode and deliver the mail to the United States Post Office in Houston, Texas.)
4. Contractor will inform Brazos County of the processor of their choice before any service is started. Contractor shall inform Brazos County within 30 days of any change of processors during the course of this contract.
5. Take all mail that is not suitable for bar-coding, items weighing more than two (2) ounces, or of a non-standard size, or larger than a # 10 envelope to the Bryan Main United States Post Office at 2121 E. Wm. J. Bryan Pkwy, Bryan, Texas for mailing on the same day that it is picked up from Brazos County.
6. Provide a monthly report to the Brazos County Auditor's Office showing the number of pieces of mail processed each day, the number of pieces processed for bar-coding

and the total amount of postage cost registered by the postage meter for the Brazos County Mail ONLY. (Ex: Excel Spreadsheet or software means)

7. **Listed below are estimated numbers of pieces of mail sent by Brazos County in a year span.** This is just an estimate. Brazos County will not be obligated to any minimum or maximum quantities of mail. Pieces of mail will vary in quantity and size every day.

Mail Service	
Estimated Pieces/Year	
1st Class	80,000
Post Cards	9,000
1/2 oz Bar-coded Mail	136,500
Total Est. Pieces	225,500
Total Est. Postage Paid	\$141,000

8. When required by special circumstances, Contractor shall accept Brazos County's outgoing mail at Contractor's place of business when delivered there by Brazos County prior to 4:00 p.m. Contractor shall affix postage to Brazos County outgoing mail when received prior to 4:00 p.m.

**D. OPTIONS:**

Contractor shall choose one of the two options below.

**1. Postage Meter - OPTION 1**

- Contractor will provide a postage meter that will be dedicated solely for Brazos County mail.
- Contractor shall be responsible for the lease, all necessary repairs, service, maintenance and/or replacement of the dedicated meter.
- Contractor will be responsible for monitoring postage usage and for making a timely request for additional postage. (See NOTE 1 below)
- Contractor will use the dedicated postage meter for **Brazos County mail only**.
- Contractor will use bulk mail permit number issued to Brazos County by the United States Postal Service for **Brazos County mail only**.
- The Contractor will be responsible for providing all labor, equipment, material and consumables necessary for the production of the mailing service.

**NOTE 1: Subsequent filling of the meter will be handled as follows:** Contractor shall be responsible for submitting a memorandum to the Brazos County Purchasing Agent at least thirty (30) days prior to the projected completed consumption of the postage on the postage meter or when the meter reads \$7,500.00 in postage. Brazos County will be responsible for adding postage amounts to the Pitney Bowes meter.

**2. Postage Meter - OPTION 2**

- Contractor shall advance or prepay the cost for all postage for Brazos County.** Brazos County will then reimburse the Contractor each month, after the County Auditor receives the report containing the mail count as mentioned in the specifications.

- b) Contractor will use bulk mail permit number issued to Brazos County by the United States Postal Service for **Brazos County mail only**.
- c) Contractor will be responsible for monitoring postage usage.
- d) Contractor will be responsible for adding postage amounts to the postage meter.

**E. INSURANCE REQUIREMENTS:**

- 1. Successful bidder must provide evidence of required insurance prior to award. Full description of insurance requirements are listed in the attached Contract.

**F. AWARD:**

- 1. The contract award shall be based on, but not necessarily limited to, the following factors:
  - a) Cost
  - b) Special needs and requirements of Brazos County
  - c) Time needed to complete service
  - d) Location of Contractor (distance that vehicles will travel for services)
  - e) Contractor's past performance record with Brazos County
- 2. Although the cost of products to be provided is an essential part of the award, Brazos County is not obligated to award a contract on the sole basis of cost but will award to Contractor considered to be the best value to Brazos County.

**G. MISCELLANEOUS:**

- 1. Contractor must sign and agree to all terms and conditions of Brazos County Service Contract attached or quote submission will not be valid.
- 2. Contractor must submit and post all questions regarding this solicitation on the Brazos Valley e-Marketplace located at <http://www.brazosbid.ionwave.net>. Any questions received via email or phone call will not be answered.
- 3. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.



## H. QUOTES:

1. Fill out section below and hand deliver or mail to the Brazos County Purchasing Department, 200 South Texas Ave., Suite 352; Bryan, TX 77803 in a sealed envelope clearly marked "IQ 20-122, Mail Service". Include the signed Contract and a copy of the required insurance with the submission of quotes. The required Insurance is listed in the attached Contract. Quotes must be received by the Brazos County Purchasing Department prior to 2:00p.m., Wednesday, May 27, 2020 or they will not be considered. Brazos County will not accept any pricing if delivered via email or fax. Pricing proposals or IQ's delivered to any other person or department other than previously specified, will not be considered responsive.
3. Contractor is required to quote a percentage of postage used for Brazos County mail. Brazos County will pay the percentage of the total postage used on Brazos County Mail as measured by the amounts recorded on the Pitney Bowes mail meter used by the successful bidder for Brazos County. For example: If awarded Contractor used \$3,000.00 of postage on Brazos County's mail for a particular month of services; and the percentage quoted on contract is 14%; Contractor would bill Brazos County for the amount of \$420.00 for that month of service.
4. Contractor shall choose one (1) of the two options provided above and list that chosen option below. If option is not list in Contractor's submission, Brazos County may consider the submission non-responsive.
5. Contractor shall provide their processor of choice below.

Cost of Mail Service 14.5% of postage used  
plus \$300.00 / Month %

Option Choice #: 2  
(Must choose one of the two options provided above for this quote to be valid)

Processor to be used: Integ

## I. CONTRACTOR QUOTE CERTIFICATION

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening of this bid. Furthermore, the bidder affirms that they are willing and capable of performing the services entailed in this bid or providing the goods described in this bid and agrees to do so for the term of this contract. The bidder also agrees to all of the terms and a condition contained in this document and agrees to be held to them for the term of this contract.

Name of Company: Anderton Group II, Ltd. DBA Integ


Tax ID #: 20-2054559

Address: PO Box 23007, Waco, TX 76702

Email: dranderton@integdoes.com

Telephone #: 254-751-1012

Printed Name: David Anderton

Signature of Authorized Representative: 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Higginbotham Insurance Agency, Inc. 7528 Bosque Blvd. Waco TX 76712		<b>CONTACT NAME:</b> Shea Diaz <b>PHONE (A/C, No, Ext):</b> 817-336-2377 <b>FAX (A/C, No):</b> 254-751-1715 <b>E-MAIL ADDRESS:</b> sdiaz@higginbotham.net		
<b>INSURED</b> ANDERTON14 Anderton Group Inc dba Integ P. O. Box 23007 Waco TX 76702		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : Service Lloyds Insurance Company		43389
		INSURER B : Travelers Casualty and Surety Co of Am		31194
		INSURER C : AmTrust Insurance Company of Kansas		15954
		INSURER D : Security National Insurance Co		19879
		INSURER E : Technology Insurance Company		42376
		INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:** 1094618413**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		KPP104922801	7/1/2019	7/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		TPP123654401	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		SMB154063801	7/1/2019	7/1/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC00263452019A	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Fidelity Employee Theft		106708100	7/1/2019	7/1/2020	Single Loss Limit of Insurance Retention \$1,000,000 \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, & Automobile Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

**CERTIFICATE HOLDER****CANCELLATION**

Brazos County, Texas Duane Peters, Brazos County Judge 200 S. Texas Ave, Suite 332 Bryan TX 77803	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Anderton Group II, Ltd.</b>	
	2 Business name/disregarded entity name, if different from above <b>Integ</b>	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see Instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See Instructions. <b>PO Box 23007</b> 6 City, state, and ZIP code <b>Waco, TX 76702</b> 7 List account number(s) here (optional)	Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
OR								
Employer identification number								
2	0	-	2	0	5	4	5	9

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ► *Daniel M. For*

Date ► *1/22/2020*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.





NUMBER:

4/2/2024

- a. Jacqueline Foster
- b. Josh Lambert
- c. Katie Conner
- d. Legal (non-voting)
- e. Purchasing (non-voting)

Commissioners Court

Kaitlyn Battles

03/25/2024

False

False

\$0.00

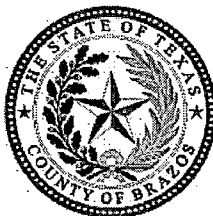
**ATTACHMENTS:**

**File Name**

### Description

**Type**

No Attachments Available



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 4/2/2024

ITEM: Approval of the following committee for RFP #24-099 Concessionaire Services for the Brazos County Exposition Complex.

- a. Jacqueline Foster
- b. Josh Lambert
- c. Katie Conner
- d. Legal (non-voting)
- e. Purchasing (non-voting)

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 03/25/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

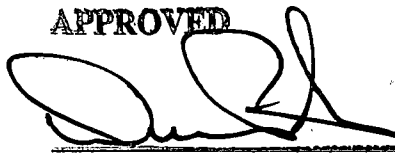
**File Name**

**Description**

**Type**

No Attachments Available

**APPROVED**



Duane Peters  
County Judge

**Date**

4/2/24



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 4/2/2024

ITEM: Permission to Advertise RFP #24-099 Concessionaire Services for the Brazos County Exposition Complex.

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 03/25/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

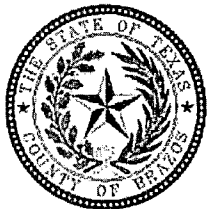
**Description**

**Type**

[Request\\_to\\_Advertise.pdf](#)

Request to Advertise

Backup Material



# Brazos County Purchasing Department

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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: April 2, 2024

RFP NUMBER: 24-099

TITLE: Concessionaire Services for the Brazos County Exposition Complex

REQUESTING DEPARTMENT: Brazos County Exposition

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: \_\_\_\_\_

APRIL 2, 2024





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 4/2/2024

ITEM: Approval of CIP #24-510 for Fire and Safety Maintenance Software with Building Reports for Facilities Services.

TO: Commissioners Court

FROM: Josue Loyola

DATE: 03/26/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Membership_Agreement.pdf</a>	Membership Agreement.	Backup Material
<a href="#">Quote.pdf</a>	Quote.	Backup Material
<a href="#">Terms_and_Conditions.pdf</a>	Terms and Conditions.	Backup Material



## Quotation


BuildingReports.com, Inc.  
1325 Satellite Blvd.  
Bldg. 1600, Suite 1607  
Suwanee, GA 30024

Date
2024-02-19
Bill To:
Brazos County Facilities Services 206 N Washinton Ave Bryan, TX 77803-5308

E-mail: sales@buildingreports.com  
Phone #: 770-495-1993 Ext. 1  
Fax #: 770-495-9331  
Website: www.buildingreports.com

Account ID	Terms	Org. ID
001Du000003csPUIAY	Net 20 Days	

Item	Product Description	QTY	Total
BRU:DEP12	Brazos County Facilities Services - Quote 12 Hour Onsite Deployment	1.00	3,495.00
Software:LICSCANSE RIES	Brazos County Facilities Services - Quote ScanSeries Suite Bundle License	1.00	3,195.00
Inventory:BC-FACILITY	Brazos County Facilities Services - Quote Bar Codes - Facility	1.00	625.00
Inventory:SSS800	Brazos County Facilities Services - Quote SocketScan S800 1D Bluetooth Scanner with Case Clip	3.00	957.00
Support:ONLINEPS	Brazos County Facilities Services - Quote Online Portal Setup	1.00	295.00
Other Charge:SH-1	Brazos County Facilities Services - Quote Shipping & Handling 1-2	1.00	15.00
Notice regarding Sales and Use Tax: Purchaser is responsible for all applicable sales and use tax on purchases from BuildingReports.com. If the quote and/or invoice does not reflect that BuildingReports is collecting such tax, Purchaser agrees to self-assess and remit any tax due on its purchases, according to the Terms & Conditions agreement. All tax exemption documents issued by Purchaser must be issued to "BuildingReports.com, Inc." according to state guidelines and specify which products/services are being claimed as exempt by Purchaser.		Subtotal	\$8,582.00
		Sales Tax	\$0.00
		<b>TOTAL</b>	<b>\$8,582.00</b>

  
Signature

4/2/24  
Date

DUANE PETERS  
Printed Name

PO Number

\*If paying by Credit Card, include completed Credit Card Authorization form upon remittance.  
\*\*20-Day Payment terms required. Please include a PO Number in the space provided if required for processing.



# Membership Agreement

BuildingReports.com, Inc.  
1325 Satellite Blvd.  
Bldg. 1600, Suite 1607  
Suwanee, GA 30024

E-mail: sales@buildingreports.com  
Phone #: 770-495-1993 Ext. 1

Date	2024-02-19
Offer Expires	2024-05-31 00:00:00
Account ID	001Du000003csPUIAY
Payment Terms	Net 20 Days

## Applicant & Company Info

Brazos County Facilities Services  
206 N Washinton Ave  
Bryan, TX 77803-5308

Send completed form to BuildingReports.com via one of the following methods:

Email - return to your BuildingReports Account Executive or  
sales@buildingreports.com  
Fax - (770) 495-9331  
Mail - BuildingReports, 1325 Satellite Boulevard, Suite 1607, Suwanee, GA 30024

Item	Program Descriptions	QTY	Total
Membership:PDA-MO	Brazos County Facilities Services - Membership Agreement Inspector User ID (Monthly)	36.00	718.20
WebServices:ECSFAC	Brazos County Facilities Services - Membership Agreement EC&S Facility	12.00	240.00
WebServices:DD250MB	Brazos County Facilities Services - Membership Agreement DocDrive 250MB	12.00	117.00
Facility:Facility Scans	Brazos County Facilities Services - Membership Agreement Facility Scans	5000.00	1,250.00
ManagerSeries:AM	Brazos County Facilities Services - Membership Agreement Accounts Manager	12.00	0.00
<i>Notice regarding Sales &amp; Use Tax: Purchaser is responsible for all applicable sales &amp; use tax. If the quote and/or invoice does not reflect that BuildingReports is collecting such tax, Purchaser agrees to self-assess and remit any tax due on its purchases, according to the Terms &amp; Conditions agreement. All tax exemption documents issued by Purchaser must be issued to "BuildingReports.com, Inc." according to state guidelines and specify which products/services are being claimed as exempt by Purchaser.</i>		Subtotal	\$2,325.20
		Sales Tax	\$0.00
		<b>TOTAL</b>	<b>\$2,325.20</b>

THIS SERVICE AND DISTRIBUTION AGREEMENT is made and entered into on this date (the "Effective Date") for an initial period of 12 months, as indicated by the signature below, by and between BuildingReports.com, Inc., a Georgia corporation ("BuildingReports"), and Customer, whose principal place of business is set forth above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the date set forth below. Annual membership and the monthly charges outlined above will become active upon signing and dating this Membership Agreement, and forwarding a copy to BuildingReports.com via any one of the methods indicated beside the applicant info above.

SIGNATURE [Signature] DATE 4/2/24

NAME DWANE PETERS TITLE COUNTY JUDGE

PAY BY (CHECK ONE): ☐ CREDIT CARD\* ☐ INVOICE\*\* PO NUMBER: \_\_\_\_\_

\*If paying by Credit Card, include completed Credit Card Authorization form upon remittance.

\*\*20-Day Payment terms required. Please include a PO Number in the space provided if required for processing.



## Terms and Conditions

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, BUILDINGREPORTS AND MEMBER HEREBY AGREE AS FOLLOWS:

1) **Definitions.** When used herein, the following terms shall have the respective meanings set forth below:

- a) "Affiliate," means, with respect to any Person, any other Person controlling, controlled by or under common control with such Person.
- b) "Authorized Services" has the meaning set forth below:
  - i) Creation of Building Accounts.
  - ii) Creation of User Accounts.
  - iii) Inspection of Building Accounts.
  - iv) Creation and distribution of reports.
  - v) Access to complete backups of inspection information.
  - vi) Creation of Building User Accounts for viewing inspections and forms.
  - vii) Access to more customized inspection reports
  - viii) Access to related industry reports on aggregate inspections: efficiency, inspection totals, statistical reports, etc.
- c) "Authorized Users" means
  - i) Member's authorized and qualified personnel who need access to the BuildingReports Web Site (or any databases contained therein or accessible through such web site) in connection with the Services.
  - ii) End Users, all of whom must have received user accounts and passwords in accordance with BuildingReports' rules and procedures.
- d) "BuildingReports Program" has the meaning set forth in Section 3.
- e) "BuildingReports Web Site" means the web site owned and hosted by BuildingReports at the URL [www.buildingreports.com](http://www.buildingreports.com) and any designated successor or related web sites owned and operated by BuildingReports for provision of the Services.
- f) "Confidential Information" means, with respect to a party, all valuable, proprietary and confidential information belonging to or pertaining to that party that does not constitute a "Trade Secret" (as defined in Section 1(p)) and that is not generally known by or available to the party's competitors but is generally known only to that party and those of its employees, independent contractors, clients or agents to whom such information must be confided for internal business purposes. The "Confidential Information" of a party (the "First Party") shall not include information that
  - i) has become generally known by or available to the public or the First Party's competitors through no wrongful act or omission of the other party (the "Second Party");
  - ii) has been rightfully and lawfully furnished to the Second Party by a party other than the First Party on a non-confidential basis; or
  - iii) has been developed independently by the Second Party without use of the First Party's Confidential Information.
- g) "Documentation" means user manuals, if any, provided to Member or Authorized Users by BuildingReports.
- h) "Effective Date" has the meaning set forth on the signature page.
- i) "End Users" means Member's authorized and qualified personnel who receive access to and/or the right to use the Proprietary Software in accordance with the provisions of Section 4(a).
- j) "End User License Agreement" means the End User License Agreement for the Proprietary Software, see Exhibit A.
- k) "Intellectual Property" means
  - i) copyrights, trademarks, service marks and any other rights to any form or medium of expression;
  - ii) trade secrets, privacy rights and any other protection for confidential information or ideas;
  - iii) patents and patent applications;
  - iv) inventions and any other items, information or theories which are protectable or registrable under any of the copyright, patent, trade secret, confidentiality or other similar laws; and
  - v) any other similar rights or interests recognized by applicable law.
- l) "Property Owners" means building or property owners and/or managers for whom Member utilizes the BuildingReports Program to provide Authorized Services.
- m) "Proprietary Software" means BuildingReports' proprietary software system which allows End Users to electronically perform data collection and record the results, which software system is more fully described below:



- i) Software for the PalmOS and PC which allows the exchange of data between the handheld device and the BuildingReports web server.
- ii) WebConnector™ and BRConnect™ are standard Windows applications that synchronize the inspection data to the BuildingReports Web Site.
- n) "Services" means the data management, hosting, reporting and other services to be provided by BuildingReports: The BuildingReports Web Site serves as the central repository for data collected using hand-held scanning devices and allows the automatic generation of a variety of inspection reports associated with this data. The following is a list of the Services provided by the BuildingReports Web Site:
  - i) Integration of data sent by the appropriate application.
  - ii) Generation of Inspection Reports
  - iii) Creation of new building accounts
  - iv) Creation of new user accounts with specified privileges.
  - v) Download of the latest inspection software for the hand-held scanning device and the WebConnector PC application.
  - vi) Online access to various forms of documentation, such as help files, FAQ lists, and legal documentation.
- o) "Territory" shall mean areas serviced or covered from the location of the organization listed on the web site.
- p) "Trade Secrets" means information (including, but not limited to, confidential business information, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential customers or suppliers, Member's Property Data that specifically identifies Member, a Property Owner or a building, and the terms of this Agreement and any associated agreements between the parties) that:
  - i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
  - ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

## **2) Provision of Services.**

- a) Member hereby engages BuildingReports, and BuildingReports hereby agrees to use its commercially reasonable efforts to provide the Services substantially in accordance with the terms and conditions of this Agreement. Member hereby acknowledges and agrees that BuildingReports' performance of the Services is dependent and conditioned upon Member's full performance of its duties, obligations and responsibilities set forth in this Agreement.
- b) Member will select and advise BuildingReports of the name, business address, telephone number and e-mail address of its authorized representative for coordination of the Services (the "Manager Account User"). The Manager Account User will have authority to make decisions on behalf of Member with respect to this Agreement and the provision of the Services. In no event shall Member be without a Manager Account User during the term of this Agreement.
- c) Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that Member shall have no right to control the manner, means or method by which BuildingReports performs the Services. Rather, Member shall be entitled only to direct BuildingReports with respect to the elements of Services to be performed by BuildingReports and to review and assess the performance of such Services by BuildingReports for the limited purpose of assuring that such Services have been performed substantially in accordance with this Agreement.
- d) BuildingReports will use commercially reasonable efforts to ensure that our Service Level (as defined in the attached Service Level Commitment document) achieves a "Composite Score" of 99.83 or higher each month. This excludes downtime and interruptions associated with or caused by a force majeure event under Section 14, an act or omission of Member or a third party or scheduled maintenance outages. Member will promptly report to BuildingReports an inability to access Services. Based on Member's reports verified by BuildingReports, if the Service Level composite score is less than 99.83 of the aggregate time in a particular month, excluding unavailability associated with or caused by a force majeure event under Section 14, an act or omission of Member or a third party or scheduled maintenance outages, then Building Reports will provide a credit to Member in the amount of the User Fees for such month.

## **3) Registration of Authorized Users.**

- a) Member further agrees to cause each Authorized User to register with BuildingReports by obtaining a valid user account and password with BuildingReports by following the procedures set forth at <http://www.buildingreports.com> on the BuildingReports Web Site.
- b) Member shall be responsible for all use of the Services, the BuildingReports Web Site, the Documentation and/or the Proprietary Software (collectively, the "BuildingReports Program") by Member's Authorized Users and any other Person who gains access to the BuildingReports Program through Member or Member's Authorized Users.

## **4) License to use BuildingReports Program.**

- a) Subject to the terms and conditions set forth herein, BuildingReports grants to Member a non-exclusive, non-transferable, limited license to

- i) use the BuildingReports Program within the Territory for the sole purpose of providing Authorized Services to Property Owners located in the Territory, and
  - ii) to distribute copies of the Proprietary Software and applicable Documentation to Member's Authorized Users located in the Territory for such purpose, see Exhibit A for the End User License Agreement.
- Member acknowledges and agrees that the rights and licenses granted to Member herein are non-exclusive within the Territory and that BuildingReports may grant the same or similar rights and licenses to other Persons, including BuildingReports and its Affiliates (both inside and outside the Territory). Without limiting the generality of the foregoing, any use of the Proprietary Software shall be in accordance with the End User License Agreement, and any access to or use of the BuildingReports Web Site shall be in accordance with BuildingReports' Web Site Terms and Conditions (which can be found at <http://www.buildingreports.com> on the BuildingReports Web Site).
- b) Member agrees that it will utilize the BuildingReports Program for the sole purpose of providing Authorized Services to authorized users. Member shall be solely responsible for ensuring that Member's receipt of the Services and its Authorized Users' use of the BuildingReports Program comply with all laws, rules, regulations and ordinances applicable to Member, and Member's Authorized Users who gain access to the BuildingReports Program by or through Member.
  - c) This Agreement does not grant Member any rights in or to any trademark, service mark, or logo of BuildingReports or its Affiliates. Any such rights must be set forth in a separate agreement executed by the parties. Member hereby grants to BuildingReports the right to disclose that Member is a participant in the BuildingReports Program.
  - d) Member acknowledges that it will not gain any right or license by estoppel or otherwise with respect to the BuildingReports Program or any portion thereof, other than the rights and license expressly granted in this Agreement.
  - e) Member shall not (and shall not attempt to), directly or indirectly, modify, prepare derivative works of, reverse engineer, de-compile or disassemble the Proprietary Software or any other component of the BuildingReports Program. Member shall not (and shall not attempt to) sell, lease, license, sublicense, give, share, communicate, distribute, or otherwise transfer the Proprietary Software or Documentation to any person or entity other than as expressly permitted in this Agreement.
  - f) Member shall actively demonstrate, promote and solicit orders for Authorized Services to Property Owners in the Territory; provided, however, that Member shall not make any representations or warranties regarding the BuildingReports Program (or any portion thereof) which are not expressly set forth in the Documentation, unless expressly authorized in writing by BuildingReports in each instance.
  - g) BuildingReports shall provide Member with the maintenance and support services set forth below:
    - i) BuildingReports will respond to email support requests within four (4) business hours of receipt.
    - ii) Extra Phone support available for a per call fee during normal business hours (ET\*).
    - iii) Other support services may be provided by BuildingReports to Member at BuildingReports' then current prices.

## **5) Ownership, Protection and Security.**

- a) BuildingReports and Member acknowledge and agree that BuildingReports owns (as between BuildingReports and Member) and will retain all ownership in the Intellectual Property and all other property rights and interests associated with the BuildingReports Program (including the Proprietary Software and Documentation), subject to the rights and licenses specifically granted to Member in this Agreement and to Authorized Users in the End User License Agreement. To the extent Member has or later obtains any Intellectual Property or other property rights or interests in the BuildingReports Program by operation of law or otherwise, Member hereby disclaims such rights or interests and agrees to assign and transfer such entire interest exclusively to BuildingReports.
- b) All copies or down-loads of the Proprietary Software and Documentation provided by BuildingReports to Member, all copies or down-loads of the Proprietary Software and Documentation distributed by Member to Authorized Users, and all backup or archival copies thereof made by Member or Authorized Users, are and will remain (as between BuildingReports and Member) the exclusive property of BuildingReports and may not be disclosed, distributed, or furnished by Member or Authorized Users to any other Person, except as expressly authorized by this Agreement or the applicable End User License Agreement. In furtherance of the foregoing:
  - i) Except with BuildingReports' express, prior written permission, Member shall not provide or otherwise make the Proprietary Software or Documentation available to any Person in any form other than to Member's Authorized Users who execute the End User License Agreement;
  - ii) Member shall reproduce and include on all copies or downloads of the Proprietary Software and Documentation made by Member all copyright or trademark notices and other notices of proprietary rights as directed by BuildingReports;
  - iii) Member shall, before disposing of any hardware, equipment or media, use commercially reasonable efforts to erase or destroy all portions of the Proprietary Software and Documentation contained thereon;
  - iv) Member shall not use the Proprietary Software or Documentation (or the BuildingReports Program) to create or aid in the creation of a software package for sale or license to others, or furnish information concerning, or copies of, the input or output of the BuildingReports Program to any Person who, to Member's knowledge, is designing or creating a software package or program competitive to the BuildingReports Program; and
  - v) Member shall take all reasonable actions required in writing by BuildingReports with respect to any Person permitted access to the BuildingReports Program as will reasonably enable Member to satisfy its obligations under this Agreement.
- c) Definitions – see Exhibit B.

**6) Use of Member and Property Owner Data.**

- a) Member hereby represents and warrants to BuildingReports that it has all governmental, third Person, corporate and other consents, permits, licenses and approvals necessary for it to enter into this Agreement and perform its obligations hereunder, and that this Agreement constitutes the valid and binding agreement of Member, enforceable against Member in accordance with its terms. BuildingReports hereby agrees that any use of building, equipment or Property Owner data provided to BuildingReports hereunder or collected by BuildingReports in connection with the Services (collectively, "Property Data") will be in accordance with the BuildingReports Acceptable Use and Privacy Policy.
- b) Member hereby grants BuildingReports the non-exclusive, worldwide right to use the Property Data as provided herein and in the attached BuildingReports' Acceptable Use and Privacy Policy. Notwithstanding anything to the contrary set forth herein or contained on the BuildingReports' Web Site, BuildingReports reserves the right to disclose Property Data to the Property Owner for whom Member collects such Property Data as otherwise required by applicable law.

**7) Member Responsibilities.**

- a) Member shall ensure that Member's hardware, platforms, software and other systems that will communicate with or be connected to the BuildingReports Program (or any portion thereof) are compatible with the BuildingReports Program, as specified by BuildingReports. A list of currently compatible hardware and software is set forth below (BuildingReports will provide an updated list of the below hardware and software upon request):
  - i) PalmOS based ScanSeries™ Software and BRInspector™
    - (a) Minimally requires a PalmOS version 3.0 or higher PDA
  - ii) WebConnector™ and BRConnect™
    - (a) Unobstructed Internet Connection.
    - (b) Any PC capable of running Windows 95, or higher.
- b) Member shall provide, at no cost to BuildingReports, necessary personnel and facilities, all hardware, software, communications equipment, telephone and communication lines, power, telephone service and other utilities as may be necessary or reasonably desirable for Member to receive the Services and utilize the BuildingReports Program.
- c) Member shall cooperate with BuildingReports in the performance of its Services and shall promptly respond to any requests by BuildingReports for information. Member shall perform its duties and obligations hereunder in a professional manner in accordance with applicable laws.

**8) Payments.**

- a) BuildingReports will invoice Member monthly for all payments owing to BuildingReports hereunder, and Member agrees to pay each such invoice upon receipt.
- b) Any payment that Member fails to make to BuildingReports as provided in Section 8(a) above will bear interest at a monthly rate of 1.5% or the maximum interest rate permitted under applicable law, whichever is less. If any amount due BuildingReports remains unpaid by Member beyond 30 days from the date such amount becomes payable as provided in Section 8(a) above, in addition to all other applicable rights and remedies, BuildingReports may elect to terminate this Agreement or immediately suspend any further performance under this Agreement until Member makes all overdue payments (together with interest due).
- c) Member shall pay all sales, uses, goods, and services, value added and other taxes or duties assessed by local, state, federal or international authorities on the Services or Member's use of the BuildingReports Program.

**9) Subcontracting.**

- a) BuildingReports may, in its sole discretion, subcontract some or all of the Services to subcontractors. BuildingReports shall require the subcontractors to assume toward BuildingReports substantially all of the obligations and responsibilities, which BuildingReports, by this Agreement, assumes toward Member, including, but not limited to, the Acceptable Use and Privacy Policy.
- b) BuildingReports will be responsible for the management of its subcontractors in their performance of any portion of the Services. Member may subcontract performance of its obligations only to who agree to be bound by the terms of this Agreement. No such subcontracting shall relieve Member of its obligations hereunder.

**10) Mutual Nondisclosure.**

- a) Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's Trade Secrets and Confidential Information. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that (except as provided in Section 6) it shall regard and treat each item of information or data constituting a Trade Secret or Confidential Information of the other party as strictly confidential and wholly owned by the other party and that it will not, without the express prior written

consent of the other party, redistribute, market publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity:

- i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement; and
  - ii) any of the other party's Trade Secrets at any time during which such information shall constitute a trade secret under applicable law.
- b) Notwithstanding the foregoing, each party may disclose Confidential Information and Trade Secrets of the other party to those of its officers, directors, employees, agents, independent contractors and advisors who need to know such Confidential Information or Trade Secrets in order to carry out the purposes of this Agreement, except those that are employed by, own or are otherwise affiliated with or participate in business decisions of an entity that competes with Member directly or indirectly (collectively, Member's Competitors). BuildingReports shall not, under any circumstances except as provided in paragraph 10 (c) herein, disclose Confidential Information or Trade Secrets to persons or entities that BuildingReports knows, or reasonably should know, are Member's Competitors. Each party shall be responsible for ensuring the continued confidentiality of all Trade Secrets and Confidential Information of the other party known by, disclosed or made available to such of its officers, directors, employees, agents, independent contractors and advisors who need to know such information, including, without limitation, instructing its officers, employees, independent contractors, agents and advisors to maintain the confidentiality of such Confidential Information and Trade Secrets.
- c) If a party becomes legally compelled to disclose any Confidential Information or Trade Secrets of the other party (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), such party will use all reasonable efforts to provide the other party with prior notice thereof so that the other party may seek a protective order or other appropriate remedy to prevent such disclosure; provided, however, that such party will use all reasonable efforts to maintain the confidentiality of any such Confidential Information or Trade Secrets so disclosed. If such protective order or other remedy is not obtained prior to the time such disclosure is required, such party will only disclose that portion of such Confidential Information and Trade Secrets which it is legally required to disclose.
- d) Upon expiration or termination of this Agreement for any reason, each party shall return to the other party all copies, versions or abstracts of written or descriptive materials of any kind that contain or discuss any Confidential Information or Trade Secrets of the other party, and the confidentiality obligations of this Agreement shall continue in full force and effect.
- e) Each party expressly understands and agrees that the covenants and agreements set forth in this Section 10 are special, unique, and of an extraordinary character, and in the event of any default, breach or threatened breach hereof by such party, the other party shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either at law or in equity, and shall be entitled to such relief as may be available to it pursuant hereto, at law or in equity. All such rights and remedies shall be cumulative, and none of them shall limit any other rights or remedies of either party. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

## 11) Term and Termination.

- a) This Agreement shall commence as of the Effective Date and remain in effect until terminated by either party as set forth below.
- b) Notwithstanding anything to the contrary in this Agreement, either party, by written notice to the other party, may terminate this Agreement or, in its discretion, suspend its performance without terminating this Agreement upon the occurrence of any of the following:
  - i) the other party commits a breach of any of its obligations under this Agreement that materially impairs the first party's Intellectual Property rights; or
  - ii) except with respect to actions described in clause i) above, the other party commits a material breach of any of its obligations under this Agreement or the Acceptable Use and Privacy Policy and does not cure such breach within fourteen (14) days of receiving written notice from the non-breaching party specifying such material breach (or, if the breach is such that its cure would take a longer period, commenced to cure and proceeded diligently therewith) or
  - iii) the other party becomes insolvent, is adjudged bankrupt, or makes a general assignment for the benefit of its creditors, or becomes a subject of any proceeding commenced under any statute or law for the relief of debtors which is not dismissed within thirty (30) days of commencement or
  - iv) a receiver, trustee or liquidator of any of the property or income of the other party is appointed.
- c) BuildingReports shall have the right to terminate this Agreement immediately upon delivery of written notice to Member if Member fails to make any payment to BuildingReports within sixty (60) days of the date such payment is due and owing as provided in Section 8.
- d) Either party may terminate this Agreement upon ninety (90) days' prior written notice to the other party.
- e) A termination of this Agreement shall not relieve the parties of their continuing obligations under those provisions of this Agreement that, by their terms, survive the termination of this Agreement. Upon termination of this Agreement for any reason, Member shall:
  - i) promptly pay to BuildingReports any amounts then due from Member pursuant to the terms of this Agreement,
  - ii) return to BuildingReports or destroy all copies of the Proprietary Software and Documentation in Member's possession, and
  - iii) cease all use of the BuildingReports ProgramBuildingReports shall:



- iv) provide to Member a copy of Member's Property Data in BuildingReport's possession and
- v) return to Member or destroy all copies of Member's information that are on BuildingReport's servers and that identify customers of Member upon request.

## **12) Services Warranty.**

- a) BuildingReports hereby represents and warrants that
  - i) the Services will be performed in a reasonable manner and
  - ii) the Proprietary Software will perform substantially in accordance with applicable Documentation.
- b) If Member becomes aware of a breach of the warranties set forth in Section 12(a) above, Member shall immediately notify BuildingReports in writing of such breach, and after receiving such notice, BuildingReports will
  - i) promptly investigate and determine the cause of such breach, and
  - ii) use its commercially reasonable efforts to either address and correct such breach or arrange a work-around. Member's exclusive remedy for any breach of the warranties made in this Section 12 or elsewhere in this Agreement will be the correction or replacement by BuildingReports of the Services or non-conforming component of the BuildingReports Program, as applicable.
- c) Notwithstanding anything to the contrary set forth herein, BuildingReports shall have no obligation to provide the warranty or maintenance or support services described herein if:
  - i) the performance failure of the BuildingReports Program is at least partially attributable to Member's materially deviating from applicable operating instructions;
  - ii) Member or any other person or entity (other than BuildingReports) has modified the BuildingReports Program or Services in a manner not authorized in writing by BuildingReports; or
  - iii) Member is using the BuildingReports Program or Services in conjunction with a central processing unit or any other computer hardware, software, network or peripherals not approved in advance by BuildingReports.
- d) OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 12, THE SERVICES AND THE BUILDINGREPORTS PROGRAM ARE BEING PROVIDED "AS IS" AND BUILDINGREPORTS DOES NOT MAKE ANY WARRANTIES TO MEMBER OR ANY OTHER PERSON, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE BUILDINGREPORTS PROGRAM OR ANY SERVICES PROVIDED HEREUNDER. THE PROVISIONS OF THIS SECTION 12 SET FORTH MEMBER'S SOLE REMEDY FOR BREACH OF THE WARRANTIES PROVIDED IN THIS AGREEMENT.

## **13) Indemnification.**

- a) Member hereby indemnifies BuildingReports and its Affiliates and their respective officers, directors, employees, agents and independent contractors (collectively, the "BuildingReports Indemnitees") and agrees to defend and hold the BuildingReports Indemnitees harmless from and against any and all losses, costs (including court costs and reasonable attorneys' fees), damages, settlements, suits, actions, expenses, taxes, fines, penalties, liabilities, and claims (collectively, "Losses") sustained by or involving the BuildingReports Indemnitees arising out of, resulting from or relating to
  - i) any breach by Member of this Agreement,
  - ii) use of the BuildingReports Program or Services by Member, any of Member's personnel, contractors or Authorized Users, or any other Persons who gain access to the BuildingReports Program or Services through Member, except to the extent such claims arise out of BuildingReports' negligence or willful misconduct, and
  - iii) any claims made by third parties in connection herewith, except to the extent such claims arise out of BuildingReports' negligence or willful misconduct.
- b) IN NO EVENT SHALL BUILDINGREPORTS OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, AGENTS, SUBCONTRACTORS OR REPRESENTATIVES BE LIABLE HEREUNDER FOR ANY LOSS OF DATA (EXCEPT TO THE EXTENT SUCH LOSS OF DATA OCCURS ON BUILDINGREPORT'S NETWORK AND IS CAUSED BY BUILDINGREPORTS) OR OTHER DAMAGES RESULTING FROM ANY DELAY OR DEFECT IN OR NON-DELIVERY OF ANY DATA TRANSMISSIONS. NEITHER PARTY SHALL BE LIABLE FOR ANY OTHER SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY OF THE FOREGOING ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR BUILDINGREPORTS PROGRAM OR ANY BREACH OF ANY REPRESENTATION OR WARRANTY, WHETHER OR NOT EITHER PARTY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING AND REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE).
- c) UNDER NO CIRCUMSTANCES SHALL BUILDINGREPORTS' TOTAL LIABILITY TO MEMBER OR ANY OTHER PERSON, REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF ACTION (WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EXCEED THE TOTAL AMOUNT PAID TO BUILDINGREPORTS BY MEMBER HEREUNDER.
- d) BuildingReports agrees that nothing in this Agreement shall be construed as a waiver of governmental immunity by Member

- 14) **Force Majeure.** BuildingReports shall not be liable to Member or any other Person for any delay or failure to perform the Services or any provision of this Agreement if such delay or failure is caused by an act of God or any factor beyond

the reasonable control of BuildingReports, or the failure of Member to comply with its obligations and responsibilities under this Agreement.

- 15) **No Third Party Beneficiaries.** Nothing contained in this Agreement shall be deemed to create, or be construed as creating, any third party beneficiary right of action or other right of third parties.
- 16) **Assignment.** Member may not assign this Agreement (by operation of law or otherwise) without the express, prior written consent of BuildingReports in each instance.
- 17) **Waiver.** Neither party shall be deemed to have waived any provision hereof unless such waiver is in writing and executed by a duly authorized officer of the waiving party. No waiver by either party of any provision hereof on one occasion shall constitute a waiver of such provision on any other occasion.
- 18) **Severability.** The invalidity or unenforceability, in whole or in part, of any provision, term, or condition hereof shall not affect the validity or enforceability of the remainder of such provision, term or condition or of any other provision, term, or condition.
- 19) **Entire Agreement.** This Agreement, together with all Exhibits and Schedules hereto (all of which are incorporated herein by reference), constitutes the entire understanding and agreement of the parties, and supersedes all prior and contemporaneous understandings and agreements, written or oral, relating to the subject matter hereof.
- 20) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to its rules concerning conflicts of laws.
- 21) **Captions.** Captions of the sections of this Agreement are for reference purposes only and do not constitute terms or conditions of this Agreement, nor shall they limit or affect the meaning of any term or condition hereof.
- 22) **Amendments.** This Agreement may not be amended unless such amendment is in writing and signed by both parties hereto.
- 23) **Notices.** All notices and other communications in connection with this Agreement shall be in writing and (a) delivered personally, (b) sent by an express national courier service or, (c) sent by pre-paid, first class certified mail, return receipt requested. All notices and other communications contemplated by this Agreement shall be addressed as follows:

BuildingReports  
1325 Satellite Boulevard, Suite 1607  
Suwanee, GA 30024  
Attention: Membership Services

Member:

The address specified on the signature page attached hereto or at such other address as Member may designate by written notice. Notice by courier or certified mail shall be effective on the date it is officially recorded as delivered to the intended recipient by return receipt or the date of attempted delivery where the intended recipient refuses delivery. Notice delivered personally shall be deemed to have been delivered to and received by the addressee, and shall be effective on the date of delivery.

- 24) **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 25) **Venue and Forum.** THE PARTIES HERETO AGREE THAT VENUE IN ANY AND ALL ACTIONS AND PROCEEDINGS RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE IN TEXAS, WHICH COURTS SHALL HAVE EXCLUSIVE JURISDICTION FOR SUCH PURPOSE, AND THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND IRREVOCABLY WAIVE THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING. SERVICE OF PROCESS MAY BE MADE IN ANY MANNER RECOGNIZED BY SUCH COURTS. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 26) **Attorney's Fees.** Should either party employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach hereof, the non-prevailing party in any final judgment arising therefrom agrees to pay to the other party all reasonable costs, charges and expenses, including attorneys' fees, expended or incurred in connection therewith.
- 27) **Inspection Rights.** During the term of this Agreement and for ninety (90) days thereafter, either party may, at its sole cost and after reasonable prior notice to the other party, reasonably inspect such information and systems of the other party as are necessary to verify the other party's compliance with the terms of this Agreement and the Acceptable Use and Privacy Policy; provided that such inspection does not unreasonably interfere with the day to day operations of the


other party and any information obtained during such inspection is subject to the rights, restrictions and obligations in Sections 5 and 10. A party may conduct such an inspection no more often than once per year during the term of this Agreement and no more often than once following the termination of this Agreement. Notwithstanding anything to the contrary in this Section 27, neither party shall be entitled to inspect any information relating to any third party.

Company  
Name: BRAZOS COUNTY

**BuildingReports**

Date: 4/2/24

Date: March 22 2024

Signature: 

Signature: Dwight Wills

Print  
Name DUANE PETERS

Print Dwight Wills

Name:

Job COUNTY JUDGE

Title: Job VP Sales & Marketing

Title:

## Exhibit A

### End User Agreement

**Important: Read Carefully -** By installing, copying or otherwise using applications from this site, you agree to be bound by the terms and conditions of this EULA. If you do not agree to these terms and conditions, do not install, copy or use applications from this site.

**Disclaimer of Warranties.** To the maximum extent permitted by applicable law, BRC and its suppliers provide to you the applications and any (if any) support services related to the applications ("Support Services") as is and with all faults; and BRC and its suppliers hereby disclaim with respect to the applications and support services all warranties, duties and conditions, whether express, implied or statutory, including, but not limited to, and (if any) warranties or conditions of or related to: Title, non-infringement, merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort, lack of negligence, quiet enjoyment, quiet possession, and correspondence to description. The entire risk arising out of use or performance of the applications and any support services remains with you.

**Exclusion of incidental, consequential and certain other damages.** To the maximum extent permitted by applicable law, in no event shall BRC or its suppliers be liable for any special, incidental, indirect, punitive, or consequential damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including good faith or of reasonable care, negligence, and any other pecuniary or other lost whatsoever) arising out of or in any way related to the use of or inability to use the applications or the support services, or the provision of or failure to provide support services, or otherwise under or in connection with any provision of this EULA, even if BRC or any supplier has been advised of the possibility of such damages.

**Limitation of liability and remedies.** Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of BRC and any of its suppliers under any provision of this EULA and your exclusive remedy for all of the foregoing shall be limited to the greater of the amount actually paid by you for the applications or U.S. \$5.00. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.



## Exhibit B

### **BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS**

#### ***(A) Safeguarding requirements and procedures.***

**(1)** The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i)** Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii)** Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii)** Verify and control/limit connections to and use of external information systems.
- (iv)** Control information posted or processed on publicly accessible information systems.
- (v)** Identify information system users, processes acting on behalf of users, or devices.
- (vi)** Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii)** Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii)** Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix)** Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x)** Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi)** Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii)** Identify, report, and correct information and information system flaws in a timely manner.
- (xiii)** Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv)** Update malicious code protection mechanisms when new releases are available.
- (xv)** Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (xvi)** All Contractor employees that work with County data will need to take cyber security training at least yearly.

**(2) Data Breach.** The Contractor must notify the County by telephone and email not later than 24 hours after a suspected data breach of the contractor's network. If County data is exposed in the breach, then the Contractor must:

- (i)** Cooperate with the County's request to investigate and resolve the incident in a timely manner.
- (ii)** Promptly implement remedial measures.
- (iii)** Document responsive actions taken related to the data breach, including post-incident review and actions taken to resolve the source of the breach.
- (iv)** Maintain a notification cadence with the County a minimum of every business day, until both parties agree to less often communications.

**(3) Contractor Agreement Breach.** If a data breach results from Contractor's breach of the Contract or Contractor's negligence, Contractor must:

1. Bear any costs associated with the investigation and resolution of the data breach.
2. Notify individuals, regulators and all others required by Identity Theft Enforcement and Protection Act in the Texas Business and Commerce Code Chapter 521 Unauthorized Use of Identifying Information.
3. Engage a credit monitoring service or identity protection service for all County employees and citizens that had PII exposed by the breach.
4. Publish a website or toll-free number and call center for affected individuals as required by state or federal law.
5. Complete all corrective actions as reasonably determined based on root cause.
6. Send the County written findings and remedial measures from the data breach.

**(4) Other requirements.** This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

**(B) Subcontracts.** The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

**(C) Contractor Safeguarding Agreement.** The Contractor shall apply basic safeguarding requirements and procedures to protect the Contractor information systems whenever the information systems store, process or transmit any information, not intended for public release, which is provided by or generated for the County. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

**(D) Definitions.** Definitions are found at <https://www.law.cornell.edu/cfr/text/48/52.204-21>.



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 4/2/2024

ITEM: Approval of Change Order #1 to CIP #24-602 Replacement of Various Roofs Phase XI - Courthouse for the cost of additional materials, which includes crane fees in the amount of \$11,600.00, making the total amount of the contract \$598,560.00.

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 03/26/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Change Order #1.pdf](#)

Change Order

Backup Material

# Jaco Roofing

& Construction, Inc.

## Change Order

1725 S. Velasco  
Angleton, Texas 77515  
979-265-6101

C.O. No: 01

Date: March 25, 2024

Job No.: 24-602

Job Location: Brazos County Courthouse  
Lower Parapet Wall Detail

To: Brazos County  
300 E. 26<sup>th</sup> St.  
Bryan TX. 77803

Attn: William C. Wendt

Tax Exempt: Yes x No   

### Description:

Remove the existing wall membrane exposing concrete columns and EPS filler, cut the existing metal through wall flashing flush with existing upper wall plywood, remove existing aluminum and vinyl T-bar approximately 450 LF., per base bid scope of work:

- 1 Attach a 12" wide 3/4" treated plywood into concrete columns spanning over EPS filler using 1/4" x 2-3/4" Tapcon concrete screw type fasteners, 3 anchors per butt joint that are spaced every 5ft approximately 450 LF.
- 2 Attach a 22" wide 3/4" treated plywood over the 12" wide plywood (approximately 450 LF.) to create a flush surface for the new wall membrane. The 22" plywood will be attached to the concrete columns using 1/4" x 3-3/4" Tapcon concrete screw type fasteners, 3 anchors per butt joint.
- 3 Install additional Duro-Last 1-1/2" #14 screw fasteners through the 22" wide plywood into the 12" wide plywood between concrete columns @ 12" on-center to create a tight / compressed fit between layers.
- 4 Sales tax is not included.

TOTAL ADD TO CONTRACT AMOUNT

\$ 11,600.00

We agree to make all the designated changes or additional work. The price of this contract:

☒ **Increases** ☐ Decreases and will be ☐ Lump sum as specified ☐ Lump sum to be estimated or  
☐ Cost Plus 18%

Date of Changes or Additional Work:

Authorized Signature:

Printed Name/Title:

DUANE PETERS, COUNTY JUDGE

Date:

4/2/24

ACCEPTED-The above prices and specifications of this order are satisfactory and are hereby accepted. All work to be performed under the same terms and conditions as specified in the original contract unless otherwise specified. Payment shall be made upon completion in accordance with above specifications, payable to Jaco Roofing & Construction, Inc., P.O. Box 937, Clute, Texas, Brazoria County.



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Risk Management NUMBER:

DATE OF COURT MEETING: 4/2/2024

ITEM: Request permission to enter private property owned by David Henry at 2314 S. Pioneer Trail to cut down and remove a tree that is on the property line with Brazos County. Site is located in Precinct 2.

TO: Commissioners Court

FROM: Leslie Contreras

DATE: 03/26/2024

FISCAL IMPACT: False

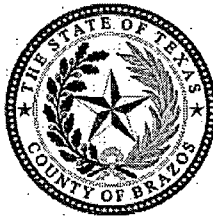
BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Property Access Form - Henry.jpg</a>	Permission of Owner to access property	Backup Material





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Risk Management

NUMBER:

DATE OF COURT MEETING: 4/2/2024

ITEM: Request permission to enter private property owned by David Henry at 2314 S. Pioneer Trail to cut down and remove a tree that is on the property line with Brazos County. Site is located in Precinct 2.

TO: Commissioners Court

FROM: Leslie Contreras

DATE: 03/26/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

Property\_Access\_Form\_-\_Henry.jpg

Permission of Owner to access property

Backup Material

**APPROVED**



4/2/24

Duane Peters  
County Judge

Date





# BRAZOS COUNTY

## PRIVATE PROPERTY ACCESS FORM

- I. **OWNER(S):** David Henry (979) 219-1492
- II. **ADDRESS:** 2314 S. Pioneer Trail  
Bryan, Texas 77803
- III. **LOCATION OF WORK:** Southeast back corner of property described below that meets the Boonville Heritage Park property line.  
  
Property ID: 93648 – Austin's Colony PH1, Block 1, Lot 8
- IV. **DESCRIPTION OF WORK:** Removal of tree(s) on the shared county property line, before owner of the above referenced property installs a new fence.
- V. **MAINTENANCE:** Yes \_\_\_\_\_ No **X**

I (we) the undersigned owner(s) grant permission to Brazos County the ability to access the above-mentioned private property for tree removal.

Owner's Signature: David P. Henry  
David Henry

Date: 3.22.2024

Bob Lamkin

Bob Lamkin  
Brazos County Project Manager





**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: NUMBER: CC-2024-Wellborn SUD-Matrix Drive

DATE OF COURT MEETING: 4/2/2024

ITEM: Consider and take action on the Wellborn SUD utility permit to construct 16-inch road bore under Matrix Drive, 150 feet south of Calibration Court for 8-inch water crossing to serve customers in Aggieland Business Park. Site is located in Precinct 4.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 03/26/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">Utility Permit-Wellborn SUD-Matrix Drive.pdf</a>	Utility Permit - Wellborn SUD - Matrix Drive	Backup Material



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

CC-2024-Wellborn SUD-Matrix  
Drive

DATE OF COURT MEETING: 4/2/2024

ITEM: Consider and take action on the Wellborn SUD utility permit to construct 16-inch road bore under Matrix Drive, 150 feet south of Calibration Court for 8-inch water crossing to serve customers in Aggieland Business Park. Site is located in Precinct 4.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 03/26/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

Utility\_Permit-Wellborn\_SUD-  
Matrix\_Drive.pdf

**Description**

Utility Permit - Wellborn SUD - Matrix Drive

**Type**

Backup Material

**APPROVED**

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

Duane Peters  
County Judge

Date

4/2/24

**APPLICATION FOR WATER UTILITY PERMIT**  
**DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY**

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Pursuant to the Texas Utility Code, Section 181.024, comes now Wellborn SUD [company name], hereinafter referred to as "Company" a Texas [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions the County Engineer for the right to lay, construct, maintain, repair and/or operate a gas facility under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

**Facility to Cross Road**

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
Matrix Drive	70'	X			X

**Facility to Parallel County Road Within Right-Of-Way**

Road Name and Block Number	From	To	Depth	Distance

**CONSTRUCTION TYPE**

8" Diameter 3/8" Wall Thickness 16" Steel Encasement Pipe

Material Specification PVC Pipe

Maximum Operation Pressure 100 psi

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

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

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

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

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.



Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

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

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

*In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.*

*Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for Injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.*

*This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.*

*In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.*

*Failure to obtain this permit and/or notify the County Engineer's Office within 24 hours of beginning construction shall constitute grounds for job shutdown.*

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

Wellborn SUD

Company Name

Campbell Young

By:



Signature  
General Manager

Title  
6785 Victoria Ave

Address  
College Station TX 77845

City State Zip  
979-690-9799

Telephone Number

cyoung@wellbornsud.com

Email:

## WATER UTILITY APPROVAL

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated MARCH 25 2024 except as noted below:

(Month/Day/Year)

EXCEPTIONS: NONE

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For   
Brazos County Engineer

# VICINITY MAP



# EXHIBIT A





# Wellborn SUD

Road Bore  
16" Steel Encasement  
8" PVC Waterline  
Minimum 36" below ditch



Google Earth

Image © 2024 Airbus

**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:**

<b><u>Type of Pipeline</u></b>	<b><u>Depth (below deepest ditch grade)</u></b>	<b><u>Special Requirements</u></b>
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.

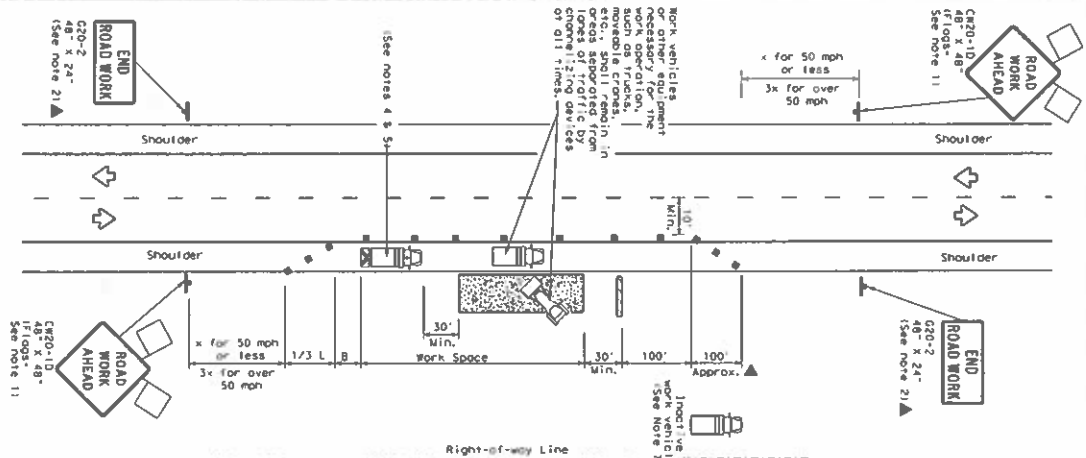
5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.
6. Natural Gas Distribution is a line that serves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

DATE: \_\_\_\_\_  
FILE: \_\_\_\_\_

TCP (2-1c)

WORK VEHICLES ON SHOULDER

Conventional Roads



Right-of-way Line

1. Flots and jets to a sign are shown, or REQUIRED.
2. All traffic control devices illustrated or REQUIRED, except those denoted with the variable symbol may be omitted when signed in the plans, or for routine maintenance work, when approved by the Engineer.
3. Striped material should be placed a minimum of 30 feet from the edge of the travel way.
4. Speeds greater than 100 mph and high intensity flashing, flashing amber or strobe (signs), a shadow vehicle with a bar should be used only if it can be posted 100 to 100 feet in advance of the end of crew activities within overhead affecting the performance or visibility of the work. If workers are no longer present, the posted sign should be removed.
5. If road type or work conditions require the traffic control to remain in place, type 3 barrier and/or other channelizing devices may be used.
6. All workers should be in the work zone and the posted end of the posted work zone, next to those stations in place to protect a wider work zone.
7. Use [C29-11] for shoulder work, or divided in groups, expressways and freeways.
8. [C29-12] for work on other equipment should be posted near the work zone, and not parked on the posted shoulder.
9. CTR-5, SMOKEHOLE SIGN, may be used in place of CTR-10.
10. CTR-5 may be used for shoulder work on conventional roadways.

Receptor State	Receptor Formula	Parameter Name	Parameter Units	Suggested Max Dose	Min Dose	Min Dose Step	Log Likelihood Ratio	Log Likelihood Ratio
R		0.0	0.0	0.0	0.0	0.0	0.0	0.0
30		0.50	0.5	80	30	60	30	90
35		205	225	245	35	70	50	120
40		265	295	330	40	80	240	155
45		450	495	540	45	90	320	195
50		500	550	600	50	100	400	240
55		550	605	660	55	110	500	295
60		600	660	720	60	120	600	350
65		650	715	780	65	130	700	410
70		700	770	840	70	140	800	475
75		750	825	900	75	150	900	540

LEGEND	
	Type 3 Bar code
	Heavy Work Vehicle
	Trailer Mounted Flashing Arrow Board
	Sign
	Flag
	Channelizing Devices
	Traffic Mounted Flashing Arrow Board (TMAAB)
	Variable Lane Use Sign (VLOS)
	Traffic Flow
	Logger

**TCP(2-1)-18**

FILE#	1002-118.dgn	Doc	CA	Doc	CA
FILED	December 1995	Doc 1	MC1	add	o:lineart
4-96					
2-96					
8-95		0757		CD0417	
1-92	2-18				Sheet 86



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 4/2/2024

ITEM: **Overpayments**

- a. Siobhan Giltrap - \$16.87
- b. Shoalwater Capital, LLC - \$358.56

**Payments in Error**

- c. Corelogic - \$9,970.76

TO: Commissioners Court

DATE: 03/26/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">CC Refund Request 03262024- Correction.pdf</a>	Tax Refund Applications	Backup Material

Kristeen Roe, CTA, PCC  
Brazos County Tax Assessor/Collector  
4151 County Park Ct  
Bryan TX 77802  
979-775-9930  
979-775-9938 Fax

**REFUNDS PENDING 03/26/2024**

REQUESTOR	GILTRAP SIOBHAN
ADDRESS	1198 JONES BUTLER RD APT 505, COLLEGE STATION, TX 77840
OWNER NAME	GILTRAP SIOBHAN
PROP ID#	360629
REFUND AMOUNT	\$16.87

REQUESTOR	SHOALWATER CAPITAL LLC
ADDRESS	24819 FAIRWAY SPGS, SAN ANTONIO, TX 78260
OWNER NAME	PATTERSON MARK & TINA
PROP ID#	23721
REFUND AMOUNT	\$358.56

REQUESTOR	CORELOGIC - ATTN NATALIE NERIO -REFUNDS CHECK ROOM
ADDRESS	300 HACKBERRY RD, IRVING, TX 75063
OWNER NAME	WILLIAMS NICHOLAS D
PROP ID#	441230
REFUND AMOUNT	\$9970.76

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	



## APPLICATION FOR TAX REFUND

Collecting Office Name  
Brazos County Tax Office  
4151 County Park Court  
Bryan, Texas 77802 Ph. 979-775-9930

Collecting Tax for: (taxing entities)  
Brazos County, City of Bryan, City of College Station  
Bryan ISD, College Station ISD, F1, F2, F3, F4,  
City of Kurten, Navasota ISD

### OWNER'S NAME AND ADDRESS

GILTRAP SIOBHAN  
1198 JONES BUTLER RD  
APT 505  
COLLEGE STATION TX 77840-6457

### PROPERTY DESCRIPTION

Legal: LAKERIDGE TOWNHOMES CONDOS PH 1B, BLDG 5, UNIT 505  
Address: 1198 JONES-BUTLER RD #505,  
Account # 360629

### TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2023	03/12/2024	\$25.00	\$16.87

Taxpayer's reason for refund: OP-Overpayment

### REFUND TO:

GILTRAP SIOBHAN  
1198 JONES BUTLER RD  
APT 505  
COLLEGE STATION TX 77840-6457

Sign below and return form to the Brazos County Tax Office.

"I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct."

Signature

512 762-5657

Phone #

Date

03/20/2024

S.GILTRAP@icloud.com

Email Address

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.

### TAX REFUND DETERMINATION

The tax refund is ☒ Approved ☐ Disapproved

Authorized Officer Signature

Date

4/2/24

Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

Authorized Officer Signature

Date

# TAX RECEIPT

03/20/2024 12:28PM

KRISTEEN ROE, CTA PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

<b>Receipt Number</b>	
<b>3347895</b>	
Date Posted	03/12/2024
Payment Type	P
Payment Code	Over/Refund
Total Paid	\$25.00

**PAID BY:**

GILTRAP SIOBHAN  
1198 JONES BUTLER RD  
APT 505  
COLLEGE STATION, TX 77840

Property ID	Geo	Legal Acres	Owner Name and Address
360629	378680-1205-0505	0.0000	GILTRAP SIOBHAN
Legal Description			1198 JONES BUTLER RD
LAKERIDGE TOWNHOMES CONDOS PH.1B, BLDG 5, UNIT 505			APT 505
Situs	DBA Name		COLLEGE STATION, TX 77840-6457
1198 JONES-BUTLER RD #505			

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2023	0.00000	0	149081	N	16.87	0.00	0.00	0.00	0.00	16.87
BRAZOS COUNTY	2023	0.40970	298,668	50607	N	1.62	0.00	0.14	0.00	0.00	1.76
CITY OF COLL.											
STAT.	2023	0.51309	298,668	50607	N	2.04	0.00	0.18	0.00	0.00	2.22
COLLEGE STATION											
ISD	2023	0.96220	298,668	50607	N	3.81	0.00	0.34	0.00	0.00	4.15
											25.00

Balance Due As Of 03/12/2024: -16.87

Tender	Details	Description	Amount
Check	995008		25.00
			25.00

Operator	Batch	Total Paid
Imoore	50420 (03/12/2024TM)	25.00

## APPLICATION FOR TAX REFUND

Collecting Office Name

Brazos County Tax Office

4151 County Park Court

Bryan, Texas 77802 Ph. 979-775-9930

Collecting Tax for: (taxing entities)

Brazos County, City of Bryan, City of College Station

Bryan ISD, College Station ISD, F1, F2, F3, F4,

City of Kurten, Navasota ISD

### OWNER'S NAME AND ADDRESS

PATTERSON MARK & TINA

24819 FAIRWAY SPGS

SAN ANTONIO TX 78260-4930

### PROPERTY DESCRIPTION

Legal: COLLEGE HILLS ESTATES PH 2, BLOCK 10, LOT 1

Address: 200 FRANCIS DR ,

Account # 23721

### TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2023	01/31/2024	\$7490.00	\$358.56

Taxpayer's reason for refund: OP-Overpayment

### REFUND TO:

SHOALWATER CAPITAL LLC

24819 FAIRWAY SPGS

SAN ANTONIO TX 78260-4930

Sign below and return form to the Brazos County Tax Office.

"I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct."

Signature

Date

Phone #

Email Address

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.

### TAX REFUND DETERMINATION

The tax refund is ☒ Approved ☐ Disapproved

Authorized Officer Signature

Date

Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

Authorized Officer Signature

Date

# TAX RECEIPT

02/14/2024 04:23PM

KRISTEEN ROE, CTA PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

Receipt Number

**3344145**

Date Posted 01/31/2024  
Payment Type P  
Payment Code Over/Refund  
Total Paid \$7,490.00

## PAID BY:

SHOALWATER CAPITAL LLC  
24819 FAIRWAY SPGS  
SAN ANTONIO, TX 78260-4930

Property ID		Geo		Legal Acres		Owner Name and Address					
23721		194000-0100-0010		0.0000		PATTERSON MARK & TINA 24819 FAIRWAY SPGS SAN ANTONIO, TX 78260-4930					
Legal Description											
COLLEGE HILLS ESTATES PH 2, BLOCK 10, LOT 1											
Situs				DBA Name							
200 FRANCIS DR											
Entity	Year	Rate	Taxable Value	Stmnt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2023	0.00000	0	149007	N	358.56	0.00	0.00	0.00	0.00	358.56
BRAZOS COUNTY	2023	0.40970	643,264	100160	N	1,550.01	0.00	0.00	0.00	0.00	1,550.01
CITY OF COLL.											
STAT.	2023	0.51309	643,264	100160	N	1,941.15	0.00	0.00	0.00	0.00	1,941.15
COLLEGE STATION											
ISD	2023	0.96220	643,264	100160	N	3,640.28	0.00	0.00	0.00	0.00	3,640.28
											7,490.00
Balance Due As Of 01/31/2024: -358.56											

Tender	Details	Description	Amount
Check	1011		7490.00
			7490.00

Operator Batch  
lemerson 50011 (02142024\_LE)

Total Paid  
7,490.00



## APPLICATION FOR TAX REFUND

### Collecting Office Name

Brazos County Tax Office

4151 County Park Court

Bryan, Texas 77802 Ph. 979-775-9930

### Collecting Tax for: (taxing entities)

Brazos County, City of Bryan, City of College Station

Bryan ISD, College Station ISD, F1, F2, F3, F4,

City of Kurten, Navasota ISD

### OWNER'S NAME AND ADDRESS

WILLIAMS NICHOLAS D

15302 STILL WATER MEADOW LOOP

COLLEGE STATION TX 77845

### PROPERTY DESCRIPTION

Legal: CREEK MEADOWS SEC 1A PH 3, BLOCK 3, LOT 30

Address: 15302 STILL WATER MEADOW LP ,

Account # 441230

### TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2022	12/20/22	\$2554.43	\$2554.43
	2023	12/15/23	\$7416.33	\$7416.33

Taxpayer's reason for refund: PAYMENT IN ERROR

### REFUND TO:

CORELOGIC

ATTENTION- NATALIE NERIO- REFUNDS CHECK ROOM

3001 HACKBERRY ROAD

IRVING, TX 75063

Sign below and return form to the Brazos County Tax Office.

"I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct."

Shannon Stokes

Signature

(864) 968-9517

Phone #

3/26/24

Date

sstokes@corelogic.com

Email Address

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.

### TAX REFUND DETERMINATION

The tax refund is ☒ Approved ☐ Disapproved

[Signature]  
Authorized Officer Signature

4/2/24  
Date

Authorized Officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code

\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Date

# TAX RECEIPT

03/26/2024 11:50AM

KRISTEEN ROE, CTA PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

Receipt Number

3290452

Date Posted 12/15/2023  
Payment Type P  
Payment Code Full  
Total Paid \$7,416.33

## PAID BY:

JP MORGAN CHASE BANK, N.A.  
CORELOGIC TAX SERVICES, LLC DISBURSEMENT ACCOUNT  
3001 HACKBERRY ROAD  
IRVING, TX 75063-0156

Property ID	Geo	Legal Acres					Owner Name and Address				
441230	211650-1133-0300	0.0000					WILLIAMS NICHOLAS D 15302 STILL WATER MEADOW LOOP COLLEGE STATION, TX 77845				
Legal Description											
CREEK MEADOWS SEC 1A PH 3, BLOCK 3, LOT 30											
Situs				DBA Name							
15302 STILL WATER MEADOW LP											
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
BRAZOS COUNTY CITY OF COLL.	2023	0.40970	393,442	144106	N	1,611.94	0.00	0.00	0.00	0.00	1,611.94
STAT. COLLEGE STATION	2023	0.51309	393,442	144106	N	2,018.69	0.00	0.00	0.00	0.00	2,018.69
ISD	2023	0.96220	393,442	144106	N	3,785.70	0.00	0.00	0.00	0.00	3,785.70
											7,416.33

Balance Due As Of 12/15/2023: .00

Operator Batch  
crsalgado 48959 (121523CRSMAIL)

Total Paid  
7,416.33

# TAX RECEIPT

03/26/2024 11:50AM

KRISTEEN ROE, CTA PH# (979) 775-9930  
BRAZOS COUNTY TAX ASSESSOR COLLECTOR  
4151 COUNTY PARK CT  
BRYAN, TX 77802

Receipt Number	
3196721	
Date Posted	12/20/2022
Payment Type	P
Payment Code	Full
Total Paid	\$2,554.43

## PAID BY:

JP MORGAN CHASE BANK, N.A.  
CORELOGIC TAX SERVICES, LLC DISBURSEMENT ACCOUNT  
3001 HACKBERRY ROAD  
IRVING, TX 75063-0156

Property ID	Geo	Legal Acres	Owner Name and Address								
441230	211650-1133-0300	0.0000	WILLIAMS NICHOLAS D 15302 STILL WATER MEADOW LOOP COLLEGE STATION, TX 77845								
Legal Description											
CREEK MEADOWS SEC 1A PH 3, BLOCK 3, LOT 30											
Situs	DBA Name										
15302 STILL WATER MEADOW LP											

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
BRAZOS COUNTY	2022	0.42941	119,807	141044	N	514.47	0.00	0.00	0.00	0.00	514.47
CITY OF COLL.											
STAT.	2022	0.52461	119,807	141044	N	628.52	0.00	0.00	0.00	0.00	628.52
COLLEGE STATION											
ISD	2022	1.17810	119,807	141044	N	1,411.44	0.00	0.00	0.00	0.00	1,411.44
											2,554.43

Balance Due As Of 12/20/2022: .00

Operator	Batch	Total Paid
cbolton	43907 (12/21/2022cb)	2,554.43



**ATTACHMENTS:**

## Budget Amendment



**BRAZOS COUNTY, TEXAS**

**BUDGET AMENDMENT(S) FOR THE 2023-2024 BUDGET YEAR**

**NO. 23/24 25.01-25.04**

On this the 2<sup>nd</sup> day of April 2024 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. Chuck Konderla, Commissioner, Precinct 2
- D. Nancy Berry, Commissioner, Precinct 3
- E. Wanda Watson, Commissioner, Precinct 4
- F. Karen McQueen, County Clerk

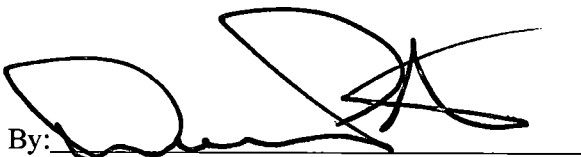
The following proceedings were held:

**THAT WHEREAS**, on 2<sup>nd</sup> day of April 2024 the Court heard and approved a budget amendment(s) for the 2023-2024 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 19 September 2023, the following amendment(s) to the original budget are hereby authorized, as described on the attached page(s).

**ADOPTED AND APPROVED** this the 2<sup>nd</sup> day of April 2024.

**THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.**

By:   
Duane Peters, County Judge

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

**4/2/2024**

[illegible]**General Fund**

Reallocation of funds to the correct accounts to order pre-numbered ballot stock for the November 2024 General Election. This type pf ballot must be ordered twenty (20) weeks prior to election.

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

SAM  
3/22/2024

### County Judge Approval

**Date**[illegible]

**4/2/2024**

[illegible]**General Permanent Improvement Fund**

Reallocation of funds to the correct accounts for additional funding needed for the Juvenile Expansion Project.

Date: SAM  
3/22/2024

**County Judge Approval**

Date \_\_\_\_\_

[illegible]

**4/2/2024**

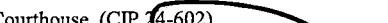
[illegible]

## 2020 Certificates of Obligation

Reallocation of funds to the correct accounts for additional work needed on the roof at the Courthouse. (CIP 24-602)

**Date:** 3/26/2024

Courthouse. (CIP 14-602)

 4/2/24

County Judge Approval Date

[illegible]



**4/2/2024**


[illegible]**General Fund - Facilities Services**


Reallocation of funds to the correct accounts to purchase additional janitorial supplies for the Jail due to the increase of inmate population.

NRP

**Date:** 3/26/2024

the Jail due to the increase of inmate population.

  
County Judge Approval

  
Date

[illegible]



**BRAZOS COUNTY  
BRYAN, TEXAS**

---

DEPARTMENT: Human Resources                      NUMBER:

DATE OF COURT MEETING: 4/2/2024

ITEM:                      • a. Employment & Separations

TO: Commissioners Court

DATE: 03/26/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

**File Name**

**Description**

**Type**

[Employment Separations - Public - 04-02-2024.pdf](#)

Employment & Separations Cover Sheet

Cover Memo

# Personnel Change of Status

( Mar 26, 2024 )

Commissioners' Court Date: 04-02-2024  
Department Submitting Information: Human Resources  
Purpose of Submissions: Consider and Take Action on Change

## Employment

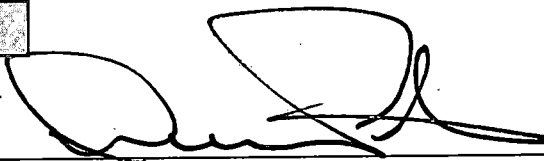
Department Name	Employee Name
Brazos Center - Administration	Bethell, Haley
County Agriculture Extension - Administration	Brueggerhoff, Stephen

## Separations

Department Name	Employee Name
Sheriff Office - Jail Administration	Reed, Miriam

Approved in Commissioners' Court: 04-02-2024

County Judge's or Commissioner's Signature: \_\_\_\_\_



(This Copy to be attached to minutes)

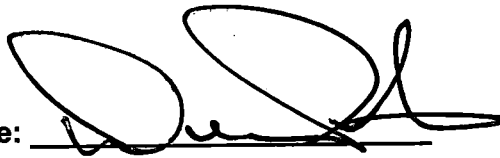
**PERSONNEL  
CHANGE OF STATUS REQUESTS**

Commissioner Court Date: 04-02-2024 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
No PAFs	N/A	N/A

Approved in Commissioners' Court: 04-02-2024:

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

A handwritten signature in black ink, appearing to be a stylized 'D' followed by a flourish, is written over a horizontal line.





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

**CLAIMS**

COMMISSIONERS COURT MEETING: **April 2, 2024**

CLAIMS TO BE PAID BY BRAZOS COUNTY:

CLAIM # **8201818**

*Thru*

CLAIM # **8201939**

CLAIM # **9200706**

CLAIM # **9200765**

The Court voted unanimously to approve these Claims as submitted.

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

Duane Peters  
County Judge

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

Karen McQueen



**BRAZOS COUNTY  
BRYAN, TEXAS**

DEPARTMENT: Budget Office

NUMBER:

DATE OF COURT MEETING: 4/2/2024

ITEM: Acknowledgement of FY 2023-2024 Budget to Actuals by Fund as of March 24, 2024.  
Acknowledgement of FY 2023-2024 Contingency Budget to Actuals by Fund as of March 24, 2024.

TO: Commissioners Court

FROM: Nina Payne

DATE: 03/25/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

**ATTACHMENTS:**

<b><u>File Name</u></b>	<b><u>Description</u></b>	<b><u>Type</u></b>
<a href="#">FY_24_Actuals.pdf</a>	FY 2023-2024 Budget to Actuals by Fund as of 3/24/24	Backup Material
<a href="#">FY_24_Contingency_Budget_to_Actuals_Fund.pdf</a>	FY 2023-2024 Contingency Budget to Actuals by Fund as of 3/24/24	Backup Material

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

Fund: 01000 General Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
<b>Taxes</b>	<b>116,116,899</b>	<b>119,608,263</b>	<b>134,330,000</b>	<b>106,773,027</b>	<b>79%</b>
Charges for Services	14,007,731	14,373,002	11,221,037	4,704,562	42%
<b>Interest Income</b>	<b>1,233,588</b>	<b>8,311,341</b>	<b>5,780,000</b>	<b>4,254,836</b>	<b>74%</b>
Other Revenue	2,105,454	1,265,902	961,750	546,195	57%
<b>Reserves</b>	<b>-</b>	<b>-</b>	<b>44,859,588</b>	<b>-</b>	<b>-</b>
Intergovernmental	9,344,605	8,218,468	836,002	610,504	73%
<b>Other Financing Sources</b>	<b>1,565,379</b>	<b>215,777</b>	<b>210,000</b>	<b>106,504</b>	<b>51%</b>
<b>Total Revenue</b>	<b>\$144,373,655</b>	<b>\$151,992,753</b>	<b>\$198,198,377</b>	<b>\$116,995,628</b>	<b>59%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
<b>Salaries and Wages</b>	<b>44,652,228</b>	<b>49,486,058</b>	<b>59,656,913</b>	<b>25,948,458</b>	<b>43%</b>
<b>Outside Labor Costs</b>	<b>186,676</b>	<b>104,348</b>	<b>163,000</b>	<b>127,850</b>	<b>78%</b>
<b>Benefits</b>	<b>27,150,252</b>	<b>27,183,091</b>	<b>35,508,750</b>	<b>15,415,525</b>	<b>43%</b>
<b>Discretionary Spending</b>	<b>-</b>	<b>-</b>	<b>1,821,590</b>	<b>-</b>	<b>-</b>
<b>Supplies and Other Charges</b>	<b>7,681,618</b>	<b>9,058,121</b>	<b>19,318,410</b>	<b>4,756,158</b>	<b>25%</b>
<b>Repairs and Maintenance</b>	<b>2,354,842</b>	<b>4,532,190</b>	<b>7,477,493</b>	<b>1,308,080</b>	<b>17%</b>
<b>Contractual Services</b>	<b>8,721,285</b>	<b>9,372,616</b>	<b>12,151,132</b>	<b>4,156,239</b>	<b>34%</b>
<b>Professional Services</b>	<b>4,303,755</b>	<b>6,379,393</b>	<b>13,050,445</b>	<b>2,539,256</b>	<b>19%</b>
<b>Community Contracts</b>	<b>4,615,488</b>	<b>4,716,979</b>	<b>6,382,870</b>	<b>3,186,286</b>	<b>50%</b>
<b>Capital Outlay</b>	<b>5,302,428</b>	<b>7,260,102</b>	<b>21,033,500</b>	<b>4,670,186</b>	<b>22%</b>
<b>Other Financing Uses</b>	<b>4,709,639</b>	<b>20,917,731</b>	<b>21,634,274</b>	<b>-</b>	<b>-</b>
<b>Total Expense</b>	<b>\$109,678,212</b>	<b>\$139,010,628</b>	<b>\$198,198,377</b>	<b>\$62,108,039</b>	<b>31%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 02000 County Health Endowment  
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Interest Income	1,390	0	-	-
Intergovernmental	101,339	0	-	-
<b>Total Revenue</b>	<b>\$102,730</b>	<b>\$0</b>	<b>-</b>	<b>-</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Other Financing Uses	1,010,633	-	-	-
<b>Total Expense</b>	<b>\$1,010,633</b>	<b>-</b>	<b>-</b>	<b>-</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 11000 Hotel Occupancy Tax Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	3,360,758	3,689,821	3,250,000	1,412,069	43%
Interest Income	12,820	119,177	50,000	69,318	139%
Other Revenue	454	1,500	-	1,750	-
Reserves	-	-	1,000,000	-	-
Other Financing Sources	-	246,080	-	-	-
<b>Total Revenue</b>	<b>\$3,374,031</b>	<b>\$4,056,579</b>	<b>\$4,300,000</b>	<b>\$1,483,137</b>	<b>34%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	98,264	84,744	164,093	34,480	21%
Benefits	45,799	41,481	75,055	17,848	24%
Supplies and Other Charges	178,495	30,866	572,049	19,994	3%
Repairs and Maintenance	21,600	-	500,000	-	-
Contractual Services	127,582	347,894	185,490	97,590	53%
Professional Services	5,300	24,960	5,300	5,300	100%
Community Contracts	914,481	1,370,205	910,000	275,013	30%
Capital Outlay	20,704	554,303	638,013	517,214	81%
Other Financing Uses	1,165,715	-	1,250,000	-	-
<b>Total Expense</b>	<b>\$2,577,941</b>	<b>\$2,454,451</b>	<b>\$4,300,000</b>	<b>\$967,439</b>	<b>22%</b>



**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 12000 State Lateral Road Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	276	5,056	3,000	2,947	98%
Reserves	-	-	218,000	-	-
Intergovernmental	30,417	30,347	30,000	29,508	98%
<b>Total Revenue</b>	<b>\$30,693</b>	<b>\$35,403</b>	<b>\$251,000</b>	<b>\$32,455</b>	<b>13%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Capital Outlay	-	-	251,000	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>\$251,000</b>	<b>-</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 13000 Unclaimed Property Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	387	9,140	3,000	4,600	153%
Reserves	-	-	68,000	-	-
<b>Total Revenue</b>	<b>\$387</b>	<b>\$9,140</b>	<b>\$71,000</b>	<b>\$4,600</b>	<b>6%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	-	-	71,000	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>\$71,000</b>	<b>-</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 15000 Law Library Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	28,463	164,116	67,500	44,555	66%
Interest Income	48	1,942	0	1,590	-
Reserves	-	-	10,000	-	-
<b>Total Revenue</b>	<b>\$28,511</b>	<b>\$166,057</b>	<b>\$77,500</b>	<b>\$46,145</b>	<b>60%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	59,063	62,593	77,500	27,212	35%
<b>Total Expense</b>	<b>\$59,063</b>	<b>\$62,593</b>	<b>\$77,500</b>	<b>\$27,212</b>	<b>35%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 16000 Local Provider Participation  
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	36,793,246	31,728,216	39,176,878	39,700,219	101%
Interest Income	50,392	433,637	200,000	293,719	147%
Other Revenue	460,822	397,231	487,494	487,494	100%
Reserves	-	-	19,000,000	-	-
<b>Total Revenue</b>	<b>\$37,304,461</b>	<b>\$32,559,083</b>	<b>\$58,864,372</b>	<b>\$40,481,432</b>	<b>69%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	-	134,246	-	-	-
Community Contracts	26,568,700	26,044,743	58,844,372	17,521,134	30%
Other Financing Uses	20,000	20,000	20,000	20,000	100%
<b>Total Expense</b>	<b>\$26,588,700</b>	<b>\$26,198,989</b>	<b>\$58,864,372</b>	<b>\$17,541,134</b>	<b>30%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 18000 Law Enforcement Education  
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
<b>Reserves</b>	-	-	<b>69,360</b>	-	-
Intergovernmental	14,928	14,872	14,500	37,584	259%
<b>Total Revenue</b>	<b>\$14,928</b>	<b>\$14,872</b>	<b>\$83,860</b>	<b>\$37,584</b>	<b>45%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
<b>Supplies and Other Charges</b>	<b>11,984</b>	<b>12,741</b>	<b>83,860</b>	<b>1,296</b>	<b>2%</b>
<b>Total Expense</b>	<b>\$11,984</b>	<b>\$12,741</b>	<b>\$83,860</b>	<b>\$1,296</b>	<b>2%</b>



**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 19000 Court Records Preservation  
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	23,569	623	500	190	38%
Interest Income	935	15,192	0	7,845	-
Reserves	-	-	300,000	-	-
Other Financing Sources	42,545	-	-	-	-
<b>Total Revenue</b>	<b>\$67,049</b>	<b>\$15,815</b>	<b>\$300,500</b>	<b>\$8,035</b>	<b>3%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Salaries and Wages	35,086	-	-	-
Benefits	21,497	-	-	-
Supplies and Other Charges	87	-	300,500	-
Contractual Services	524	-	-	-
<b>Total Expense</b>	<b>\$57,194</b>	<b>-</b>	<b>\$300,500</b>	<b>-</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 20000 County Clerk Records  
Management Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	454,677	364,311	350,000	121,078	35%
Interest Income	5,390	31,036	20,000	15,090	75%
Reserves	-	-	1,230,000	-	-
<b>Total Revenue</b>	<b>\$460,067</b>	<b>\$395,347</b>	<b>\$1,600,000</b>	<b>\$136,167</b>	<b>9%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	105,859	104,059	128,285	56,549	44%
Benefits	72,410	56,889	83,311	29,224	35%
Supplies and Other Charges	21,476	725	1,263,064	918	0%
Contractual Services	103,091	327,291	125,340	45,263	36%
<b>Total Expense</b>	<b>\$302,836</b>	<b>\$488,964</b>	<b>\$1,600,000</b>	<b>\$131,954</b>	<b>8%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 20010 County Clerk Archival Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	387,387	290,550	315,000	104,645	33%
Interest Income	5,682	30,786	10,000	15,615	156%
Reserves	-	-	1,293,000	-	-
<b>Total Revenue</b>	<b>\$393,069</b>	<b>\$321,336</b>	<b>\$1,618,000</b>	<b>\$120,260</b>	<b>7%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	-	-	1,118,000	-	-
Contractual Services	299,991	253,734	500,000	97,115	19%
<b>Total Expense</b>	<b>\$299,991</b>	<b>\$253,734</b>	<b>\$1,618,000</b>	<b>\$97,115</b>	<b>6%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 22000 Courthouse Security Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	105,826	115,046	106,050	40,632	38%
Interest Income	180	5,325	0	1,069	-
Reserves	-	-	64,000	-	-
Other Financing Sources	442,325	294,951	0	-	-
<b>Total Revenue</b>	<b>\$548,331</b>	<b>\$415,322</b>	<b>\$170,050</b>	<b>\$41,701</b>	<b>25%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	318,556	375,202	-	-	-
Benefits	132,453	155,455	-	2,838	-
Supplies and Other Charges	5,352	4,033	56,987	467	1%
Repairs and Maintenance	16,733	13,633	62,000	4,633	7%
Contractual Services	-	-	50,000	-	-
Community Contracts	-	1,011	1,063	599	56%
Capital Outlay	7,100	-	-	323	-
<b>Total Expense</b>	<b>\$480,194</b>	<b>\$549,334</b>	<b>\$170,050</b>	<b>\$8,860</b>	<b>5%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 22010 Justice Court Security Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	33,291	33,424	31,500	14,419	46%
Interest Income	236	4,523	2,500	2,552	102%
Reserves	-	-	208,000	-	-
<b>Total Revenue</b>	<b>\$33,527</b>	<b>\$37,947</b>	<b>\$242,000</b>	<b>\$16,971</b>	<b>7%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Repairs and Maintenance	7,821	-	30,000	-
Contractual Services	-	-	30,000	-
Professional Services	8,129	-	57,000	-
Capital Outlay	-	-	125,000	-
<b>Total Expense</b>	<b>\$15,950</b>	<b>-</b>	<b>\$242,000</b>	<b>-</b>



**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 23000 District Clerk Records  
Management Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	61,726	84,461	60,000	49,438	82%
Interest Income	334	5,326	4,000	2,658	66%
Reserves	-	-	200,000	-	-
<b>Total Revenue</b>	<b>\$62,060</b>	<b>\$89,788</b>	<b>\$264,000</b>	<b>\$52,096</b>	<b>20%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	-	19,979	73,600	29,576	40%
Benefits	-	1,553	5,764	2,298	40%
Contractual Services	-	149,231	173,000	-	-
Professional Services	-	-	11,636	-	-
<b>Total Expense</b>	<b>-</b>	<b>\$170,763</b>	<b>\$264,000</b>	<b>\$31,874</b>	<b>12%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 23010 District Clerk Archival Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Charges for Services	5,670	595	-	130
<b>Interest Income</b>	<b>69</b>	<b>131</b>	-	<b>15</b>
<b>Total Revenue</b>	<b>\$5,739</b>	<b>\$726</b>	-	<b>\$145</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Salaries and Wages	28,569	18,345	-	-
Benefits	2,233	1,426	-	-
Professional Services	3,522	-	-	-
<b>Total Expense</b>	<b>\$34,324</b>	<b>\$19,771</b>	-	-

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 24000 Justice of the Peace  
Technology Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	28,441	28,209	26,000	12,111	47%
Interest Income	276	4,324	2,000	2,332	117%
Reserves	-	-	193,000	-	-
<b>Total Revenue</b>	<b>\$28,717</b>	<b>\$32,534</b>	<b>\$221,000</b>	<b>\$14,443</b>	<b>7%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	39,945	10,166	67,061	262	0%
Contractual Services	798	889	5,000	-	-
Capital Outlay	-	-	148,939	-	-
<b>Total Expense</b>	<b>\$40,743</b>	<b>\$11,055</b>	<b>\$221,000</b>	<b>\$262</b>	<b>0%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 24010 County and District Court  
Technology Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	9,750	10,059	10,000	3,597	36%
Interest Income	146	2,647	0	1,425	-
Reserves	-	-	119,000	-	-
<b>Total Revenue</b>	<b>\$9,896</b>	<b>\$12,706</b>	<b>\$129,000</b>	<b>\$5,023</b>	<b>4%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	-	-	129,000	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>\$129,000</b>	<b>-</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 25000 Forfeiture Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	7,821	5,329	0	-	-
Interest Income	58	918	0	421	-
Reserves	-	-	33,000	-	-
<b>Total Revenue</b>	<b>\$7,879</b>	<b>\$6,247</b>	<b>\$33,000</b>	<b>\$421</b>	<b>1%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	-	2,563	33,000	235	1%
Capital Outlay	-	5,133	-	-	-
<b>Total Expense</b>	<b>-</b>	<b>\$7,696</b>	<b>\$33,000</b>	<b>\$235</b>	<b>1%</b>



**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 26000 District Attorney Hot Check  
Collections Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	7	113	50	59	118%
Other Revenue	75	150	0	75	-
Reserves	-	-	4,900	-	-
<b>Total Revenue</b>	<b>\$82</b>	<b>\$263</b>	<b>\$4,950</b>	<b>\$134</b>	<b>3%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	-	-	4,950	-
<b>Total Expense</b>	<b>-</b>	<b>-</b>	<b>\$4,950</b>	<b>-</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 27000 Bail Bond Board Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	151	2,428	1,500	1,264	84%
Other Revenue	2,000	2,500	2,000	1,000	50%
Reserves	-	-	105,000	-	-
Total Revenue	\$2,151	\$4,928	\$108,500	\$2,264	2%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	304	321	4,001	-	-
Benefits	144	113	1,011	-	-
Supplies and Other Charges	274	-	103,488	5	0%
Total Expense	\$722	\$433	\$108,500	\$5	0%

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 28000 Voter Registration Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Interest Income	13	-	-	-
Intergovernmental	33,460	16,804	-	-
<b>Total Revenue</b>	<b>\$33,473</b>	<b>\$16,804</b>	-	-

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	1,461	1,071	-	-
Contractual Services	20,201	15,733	-	-
Professional Services	20,500	-	-	-
<b>Total Expense</b>	<b>\$42,162</b>	<b>\$16,804</b>	-	-

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 29000 Vehicle Inventory Interest  
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	3,624	8,389	2,500	2,465	99%
Interest Income	4,142	23,620	15,000	17,735	118%
Reserves	-	-	331,000	-	-
Total Revenue	\$7,767	\$32,009	\$348,500	\$20,199	6%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	-	-	11,100	-	-
Benefits	-	-	2,805	-	-
Supplies and Other Charges	5,438	5,117	304,095	751	0%
Repairs and Maintenance	-	240	1,000	-	-
Contractual Services	-	-	2,000	-	-
Professional Services	-	-	7,500	-	-
Capital Outlay	-	-	20,000	-	-
Total Expense	\$5,438	\$5,357	\$348,500	\$751	0%

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 30000 Brazos County Grant Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
<b>Public Health Revenue</b>	-	0	60,000	60,000	100%
Other Revenue	-	32	-	-	-
<b>Reserves</b>	-	-	6	-	-
Intergovernmental	5,175,775	2,603,804	4,749,019	3,120,795	66%
<b>Other Financing Sources</b>	300,769	336,489	711,264	-	-
<b>Total Revenue</b>	<b>\$5,476,543</b>	<b>\$2,940,325</b>	<b>\$5,520,289</b>	<b>\$3,180,795</b>	<b>58%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
<b>Salaries and Wages</b>	1,328,022	1,748,464	2,861,531	1,234,278	43%
<b>Benefits</b>	640,754	813,685	1,327,727	563,405	42%
<b>Supplies and Other Charges</b>	233,515	106,792	436,145	43,604	10%
<b>Repairs and Maintenance</b>	937,236	5,186	3,150	404	13%
<b>Contractual Services</b>	2,055,371	116,713	396,244	170,748	43%
<b>Professional Services</b>	3,840	-	200,000	2,500	1%
<b>Capital Outlay</b>	322,412	158,206	295,492	122,250	41%
<b>Total Expense</b>	<b>\$5,521,150</b>	<b>\$2,949,047</b>	<b>\$5,520,289</b>	<b>\$2,137,189</b>	<b>39%</b>



**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 31000 American Rescue Plan Act

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Interest Income	(1,392)	-	-	-
Intergovernmental	8,445,192	7,495,180	20,000,000	-
<b>Total Revenue</b>	<b>\$8,443,800</b>	<b>\$7,495,180</b>	<b>\$20,000,000</b>	<b>-</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Discretionary Spending	8,445,192	7,299,824	-	-	-
Contractual Services	-	132,000	1,800,000	-	-
Capital Outlay	-	63,356	18,200,000	203,527	1%
<b>Total Expense</b>	<b>\$8,445,192</b>	<b>\$7,495,180</b>	<b>\$20,000,000</b>	<b>\$203,527</b>	<b>1%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 33000 Sheriff's Office Crime Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	267	1,599	500	1,053	211%
Other Revenue	1,600	8,000	0	-	-
Reserves	-	-	113,000	-	-
<b>Total Revenue</b>	<b>\$1,867</b>	<b>\$9,599</b>	<b>\$113,500</b>	<b>\$1,053</b>	<b>1%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	85	4,796	79,500	-
Repairs and Maintenance	-	1,369	4,000	-
Capital Outlay	-	7,608	30,000	-
Other Financing Uses	10,000	-	-	-
<b>Total Expense</b>	<b>\$10,085</b>	<b>\$13,773</b>	<b>\$113,500</b>	<b>-</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 34000 District Attorney Crime  
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	80,558	32,611	20,000	300	2%
Interest Income	341	5,816	2,000	2,862	143%
Reserves	-	-	249,000	-	-
<b>Total Revenue</b>	<b>\$80,899</b>	<b>\$38,427</b>	<b>\$271,000</b>	<b>\$3,162</b>	<b>1%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	14,390	20,383	80,376	9,902	12%
Benefits	7,935	9,588	14,686	4,805	33%
Supplies and Other Charges	24,089	11,007	155,938	11,660	7%
Contractual Services	314	360	20,000	180	1%
Capital Outlay	5,782	-	-	-	-
<b>Total Expense</b>	<b>\$52,509</b>	<b>\$41,339</b>	<b>\$271,000</b>	<b>\$26,546</b>	<b>10%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 35000 Primary Election Services  
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	38,109	70,904	25,000	6,364	25%
Interest Income	67	1,264	-	759	-
Reserves	-	-	65,000	-	-
<b>Total Revenue</b>	<b>\$38,176</b>	<b>\$72,167</b>	<b>\$90,000</b>	<b>\$7,123</b>	<b>8%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	8,563	5,479	79,100	579	1%
Repairs and Maintenance	-	-	1,000	-	-
Contractual Services	65,448	13,414	9,900	2,605	26%
<b>Total Expense</b>	<b>\$74,011</b>	<b>\$18,893</b>	<b>\$90,000</b>	<b>\$3,184</b>	<b>4%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 39010 Brazos County Housing  
Finance Corporation

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	-	402,125	5,000	5,334	107%
Interest Income	1,004	5,259	0	6,049	-
Reserves	-	-	104,000	-	-
<b>Total Revenue</b>	<b>\$1,004</b>	<b>\$407,384</b>	<b>\$109,000</b>	<b>\$11,382</b>	<b>10%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	323	-	4,735	174	4%
Professional Services	-	-	104,265	-	-
<b>Total Expense</b>	<b>\$323</b>	<b>-</b>	<b>\$109,000</b>	<b>\$174</b>	<b>0%</b>



**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 41000 General Obligation Debt  
Service Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	10,766,578	9,799,037	10,910,000	10,604,605	97%
Interest Income	89,607	345,490	170,000	100,230	59%
Reserves	-	-	500,000	-	-
Other Financing Sources	1,165,715	-	1,250,000	-	-
<b>Total Revenue</b>	<b>\$12,021,900</b>	<b>\$10,144,527</b>	<b>\$12,830,000</b>	<b>\$10,704,835</b>	<b>83%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Debt Service	17,009,447	9,028,173	12,830,000	2,365,769	18%
<b>Total Expense</b>	<b>\$17,009,447</b>	<b>\$9,028,173</b>	<b>\$12,830,000</b>	<b>\$2,365,769</b>	<b>18%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 43200 2020 Certificates of  
Obligation

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	105,757	515,615	120,000	191,503	160%
Other Revenue	-	2,929	-	-	-
Reserves	-	-	8,400,000	-	-
Total Revenue	\$105,757	\$518,544	\$8,520,000	\$191,503	2%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Supplies and Other Charges	-	54,447	3,038,134	1,200	0%
Contractual Services	1,130,456	2,656,302	487,000	1,172,590	241%
Capital Outlay	1,940,552	1,891,648	4,994,866	156,723	3%
Total Expense	\$3,071,008	\$4,602,397	\$8,520,000	\$1,330,513	16%

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 43230 On System Road Bond -  
TXDOT

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	-	212,288	-	454,513	-
Reserves	-	-	19,800,000	-	-
Other Financing Sources	-	20,009,102	-	-	-
<b>Total Revenue</b>	-	<b>\$20,221,390</b>	<b>\$19,800,000</b>	<b>\$454,513</b>	<b>2%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Contractual Services	-	-	19,800,000	265,965	1%
Debt Service	-	203,216	-	-	-
<b>Total Expense</b>	-	<b>\$203,216</b>	<b>\$19,800,000</b>	<b>\$265,965</b>	<b>1%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 43231 Off System Road Bond

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	-	109,492	-	225,268	-
Reserves	-	-	10,100,000	-	-
Other Financing Sources	-	10,307,719	-	-	-
<b>Total Revenue</b>	-	<b>\$10,417,211</b>	<b>\$10,100,000</b>	<b>\$225,268</b>	<b>2%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Capital Outlay	-	81,700	10,100,000	1,400,313	14%
Debt Service	-	102,830	-	-	-
<b>Total Expense</b>	-	<b>\$184,530</b>	<b>\$10,100,000</b>	<b>\$1,400,313</b>	<b>14%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 43232 2023 Certificates of  
Obligation

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	-	106,296	-	220,697	-
Reserves	-	-	9,908,000	-	-
Other Financing Sources	-	10,165,860	-	-	-
<b>Total Revenue</b>	-	<b>\$10,272,156</b>	<b>\$9,908,000</b>	<b>\$220,697</b>	<b>2%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Capital Outlay	-	61,762	9,908,000	4,803	0%
Debt Service	-	163,164	-	-	-
<b>Total Expense</b>	-	<b>\$224,926</b>	<b>\$9,908,000</b>	<b>\$4,803</b>	<b>0%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 45000 General Permanent  
Improvement Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Other Revenue	95,799	102,356	-	-
<b>Reserves</b>	-	-	23,839,123	-
<b>Other Financing Sources</b>	5,473,504	20,893,118	19,923,010	-
<b>Total Revenue</b>	<b>\$5,569,303</b>	<b>\$20,995,474</b>	<b>\$43,762,133</b>	<b>-</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
<b>Discretionary Spending</b>	-	-	6,162,654	-	-
<b>Supplies and Other Charges</b>	-	-	4,000,000	-	-
<b>Capital Outlay</b>	11,813,336	5,391,415	33,568,379	2,082,826	6%
<b>Debt Service</b>	-	-	31,100	-	-
<b>Other Financing Uses</b>	24,942	-	-	-	-
<b>Total Expense</b>	<b>\$11,838,278</b>	<b>\$5,391,415</b>	<b>\$43,762,133</b>	<b>\$2,082,826</b>	<b>5%</b>



**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 50000 Health and Life Insurance  
Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	11,448	0	-	-	-
Other Revenue	20,909,742	23,006,476	20,841,700	12,280,199	59%
Reserves	-	-	4,500,000	-	-
Other Financing Sources	-	-	1,000,000	-	-
<b>Total Revenue</b>	<b>\$20,921,190</b>	<b>\$23,006,476</b>	<b>\$26,341,700</b>	<b>\$12,280,199</b>	<b>47%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	215,192	227,069	461,901	112,909	24%
Benefits	60,911	133,569	200,280	52,819	26%
Supplies and Other Charges	50,614	53,669	968,719	25,407	3%
Repairs and Maintenance	93	75	100	25	25%
Contractual Services	17,991,568	21,346,651	24,276,500	10,846,345	45%
Professional Services	289,964	379,176	434,200	169,154	39%
<b>Total Expense</b>	<b>\$18,608,343</b>	<b>\$22,140,208</b>	<b>\$26,341,700</b>	<b>\$11,206,659</b>	<b>43%</b>

**Brazos County, Texas**  
**FY 2023-2024 Budget to Actuals -**  
**Revenue and Expenditure**  
**Categories Report by Fund**

**Fund:** 93000 Regional Mobility Authority

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	88	494	-	175	-
Reserves	-	-	13,992	-	-
<b>Total Revenue</b>	<b>\$88</b>	<b>\$494</b>	<b>\$13,992</b>	<b>\$175</b>	<b>1%</b>

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	10,755	12,120	-	-	-
Benefits	2,503	2,949	-	-	-
Supplies and Other Charges	1,362	557	0	-	-
Repairs and Maintenance	12	-	0	-	-
Contractual Services	42	25	0	-	-
Professional Services	7,500	7,875	13,992	7,500	54%
<b>Total Expense</b>	<b>\$22,174</b>	<b>\$23,527</b>	<b>\$13,992</b>	<b>\$7,500</b>	<b>54%</b>

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 01000 General Fund - Contingency**

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Pre-Trial Bond Supervision Contingency - 10003000 *	10,000.00	-	10,000.00
Commissioner's Court Contingency - 11001500	6,000,000.00	(619,860.98)	5,380,139.02
Voter Registration - 13005000 *	3,152.00	-	3,152.00
District Attorney - Child Protective Services Contingency - 19010000 *	1,900.00	-	1,900.00
Vital Statistics/Preservation - 21010000 *	5,000.00	-	5,000.00
County Specialty Court Program Contingency - 22700100 *	20,000.00	-	20,000.00
Road and Bridge Contingency - 56001000 *	1,257,800.00	-	1,257,800.00
<b>Total General Fund Contingency</b>	<b>7,297,852.00</b>	<b>(619,860.98)</b>	<b>6,677,991.02</b>

\* Can only be used for that program or division

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 11000 HOT Fund Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
HOT Fund Contingency - 11002500	526,974.00	-	526,974.00
<b>Total HOT Fund Contingency</b>	<b>526,974.00</b>	<b>-</b>	<b>526,974.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 13000 Unclaimed Property Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingeny - 12005000	49,200.00	-	49,200.00
<b>Total Unclaimed Property Fund Contingency</b>	<b>49,200.00</b>	<b>-</b>	<b>49,200.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 20000 County Clerk Records Management Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 21005000	1,219,564.00	(124,000.00)	1,095,564.00
<b>Total Count Clerk Records Management Fund Contingency</b>	<b>1,219,564.00</b>	<b>(124,000.00)</b>	<b>1,095,564.00</b>

\* Can only be used for this fund



**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 20010 County Clerk Archival Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 21006000	1,118,000.00	(75,000.00)	1,043,000.00
<b>Total Count Clerk Archival Fund Contingency</b>	<b>1,118,000.00</b>	<b>(75,000.00)</b>	<b>1,043,000.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 22000 Courthouse Security Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 51000100	48,977.00	(6,264.00)	42,713.00
<b>Total Courthouse Security Fund Contingency</b>	<b>48,977.00</b>	<b>(6,264.00)</b>	<b>42,713.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 24000 Justice of the Peace Technology Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
JP Technology Administration - 24005000	22,161.00	-	22,161.00
JP Technology - JP #1 - 24005100	5,000.00	-	5,000.00
JP Technology - JP #2 - 24005200	5,000.00	-	5,000.00
JP Technology - JP #3 - 24005300	5,000.00	-	5,000.00
JP Technology - JP #4 - 24005400	5,000.00	-	5,000.00
<b>Total Justice of the Peace Technology Fund Contingency</b>	<b>42,161.00</b>	<b>-</b>	<b>42,161.00</b>

\* Can only be used for this fund and specific divisions

**Brazos County, Texas**  
**FY 2023-2024 Contingency**  
**Budget to Actuals by Fund**

**Fund: 25000 Forfeiture Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Sheriff Forfeiture Fund - 2801000	17,502.00	-	17,502.00
<b>Total Forfeiture Fund Contingency</b>	<b>17,502.00</b>	<b>-</b>	<b>17,502.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 26000 District Attorney Hot Check Collections Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 19006000	4,950.00	-	4,950.00
<b>Total District Attorney Hot Check Collections Fund - Contingency</b>	<b>4,950.00</b>	<b>-</b>	<b>4,950.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 27000 Bail Bond Board Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 12006000	96,828.00	-	96,828.00
<b>Total Bail Bond Board Fund - Contingency</b>	<b>96,828.00</b>	<b>-</b>	<b>96,828.00</b>

\* Can only be used for this fund



**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 29000 Vehicle Inventory Interest Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 13006000	277,345.00	-	277,345.00
<b>Total Vehicle Inventory Interest Fund - Contingency</b>	<b>277,345.00</b>	<b>-</b>	<b>277,345.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 30000 Grant Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Texas Indigent Defense Commission - 272200	22,298.00	-	22,298.00
BV Human Trafficking Task Force Development - 283700	173,744.00	6,830.36	180,574.36
Metropolitan Planning - 424100	15,000.00	-	15,000.00
<b>Total Grant Fund Contingency</b>	<b>211,042.00</b>	<b>6,830.36</b>	<b>217,872.36</b>

\* Can only be used for this fund and specific divisions

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 33000 Sheriff's Office Crime Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 28050000	15,900.00	-	15,900.00
<b>Total Sheriff's Office Crime Fund Contingency</b>	<b>15,900.00</b>	<b>-</b>	<b>15,900.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 34000 District Attorney Crime Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 19200100	135,289.00	(9,000.00)	126,289.00
<b>Total District Attorney Crime Fund Contingency</b>	<b>135,289.00</b>	<b>(9,000.00)</b>	<b>126,289.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 35000 Primary Election Services Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 21130000	71,900.00	-	71,900.00
<b>Total Primary Election Services Fund Contingency</b>	<b>71,900.00</b>	<b>-</b>	<b>71,900.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 43200 2020 Certificates of Obligation - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Commissioner's Court Contingency - 11001500	3,038,134.00	(1,430,236.18)	1,607,897.82
<b>Total 43200 2020 Certificates of Obligation Contingency</b>	<b>3,038,134.00</b>	<b>(1,430,236.18)</b>	<b>1,607,897.82</b>

\* Can only be used for this fund



**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 45000 General Permanent Improvement Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Commissioner's Court Contingency - 63110001	3,988,000.00	(1,589,871.50)	2,398,128.50
<b>Total General Permanent Improvement Fund Contingency</b>	<b>3,988,000.00</b>	<b>(1,589,871.50)</b>	<b>2,398,128.50</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 50000 Health and Life Insurance Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Group Insurance - Admiration - 64005000	842,228.00	-	842,228.00
Health and Wellness Clinic - 64005100	3,157.00	-	3,157.00
<b>Total Health and Life Insurance Fund Contingency</b>	<b>845,385.00</b>	<b>-</b>	<b>845,385.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 55000 Jail Commissary Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Jail Commissary - 28006000	961,453.00	-	961,453.00
<b>Total Jail Commissary Fund Contingency</b>	<b>961,453.00</b>	<b>-</b>	<b>961,453.00</b>

\* Can only be used for this fund

**Brazos County, Texas  
FY 2023-2024 Contingency  
Budget to Actuals by Fund**

**Fund: 58000 County Attorney Operating Fund - Contingency \***

Department	2023-2024 Adopted Budget	2023-2024 Contingency Used	2023-2024 Remaining to Date
Contingency - 18006000	65,000.00	-	65,000.00
<b>Total County Attorney Operating Fund Contingency</b>	<b>65,000.00</b>	<b>-</b>	<b>65,000.00</b>

\* Can only be used for this fund