



MINUTES

APRIL 23, 2024

BRAZOS COUNTY COMMISSIONERS COURT

REGULAR MEETING

A regular meeting of the Commissioners' Court of Brazos County, Texas was held in the Brazos County Commissioners Courtroom in the Administration Building, 200 South Texas Avenue, in Bryan, Brazos County, Texas, beginning at 10:00 a.m. on Tuesday, April 23, 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, Absent.

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 Konderla

2. Call for Citizen input and/or concerns

Fred Medina spoke about the lack of mental health services in the county and urged the Court to do what they can to address this need. Mr. Medina also commended Elections Administrator Trudy Hancock and her staff on the excellent job they do to ensure a fair election process.

3. Presentations and/or Discussions

- Presentation by Matt Pfeifer, 4-H Agent, highlighting participation of Brazos County 4-H members at the Texas major livestock spring shows and recognizing

Achievement Awards of five outstanding 4-H members who received scholarships at the San Antonio Livestock Show & Rodeo.

Brazos County 4-H Extension Agent Matt Pfeifer presented the members of the Brazos County 4-H program who received scholarships at the San Antonio Livestock Show and Rodeo. The following 4-H members each won a \$10,000 scholarship receiving champion honors for their projects:

Kyler Wendt - Supreme Overall Breeding Ewe

Makenna Johnson - Grand Champion Ag Public Speaking

Will Philipello - Grand Champion ARB Breeding Heifer

Carson Dodd - Grand Champion Food Challenge

Zach Smith - Best of Show Photography

Consider and take action on agenda items: 4 - 21

4. Approval requested for Resolution 24-011, Safe Streets for All Grant, designating the County Judge as the Authorized Official, the Executive Director of the Bryan/College Station Metropolitan Planning Organization as the designated Program Director and Contact Person, and the Auditor as the Financial Officer of the grant.

The Court voted unanimously to approve Resolution 24-011 Safe Streets for All Grant designating the County Judge as the Authorized Official, the Executive Director of the Bryan/College Station Metropolitan Planning Organization as the designated Program Director and Contact Person, and the Auditor as the Financial Officer of the grant. A copy of Resolution 24-011 is attached.

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

5. Consider and take action on the following donation request by Fain McDougal, Brazos County Chairman, Alamo Letter Society:
 - a. Acceptance of gift of the LETTER FROM THE ALAMO, a two foot by three foot, 202 lb. bronze plaque similar to Lt. Col. William Barrett Travis' VICTORY OR DEATH letter currently placed on the front lawn of the Alamo in San Antonio, TX
 - b. Providing an appropriate location for the placement of the bronze plaque in or near the Brazos County Courthouse
 - c. Assisting the coordination of the Alamo Letter Dedication Ceremony at the Brazos County Courthouse

Brazos County Alamo Letter Society Chairman Fain McDougal thanked the Court for their consideration in accepting the letter. Mr. McDougal stated the mission of the Alamo Letter Society began last year to place a bronze plaque at each county courthouse in Texas. Mr. McDougal read the Letter From The Alamo by Lieutenant Colonel William Barrett Travis. He said that once the letter is accepted and the plaque has been completed a dedication ceremony will take place. A copy 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 requested from the Sheriff's Office to accept the grant award from the NRA

Foundation in the amount of \$3,000.

A copy is attached.

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

7. Approval requested for the Amended Early Voting Hours of 7:00 am to 7:00 pm for the Republican Primary Runoff Election on May 28, 2024. A change in the law requires early voting to be held each day for 12 hours throughout the duration of early voting.

A copy of the amended Early Voting Hours is attached.

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

8. Request from Constable Pct. 2 for approval of a reserve deputy.

Commissioner Konderla thanked Deputy Emert for his many years of service to the county.

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

9. Request from County Records Management for the following personnel change with effective date as of April 27, 2024. This requested change has no effect on the FY 2024 County Records Management Budget.
 - a. Decrease Transcriptionist - Records Management, Position B8110-1, Group 18 Step 8 to Group 18 Step 5, Full-Time Hourly
 - b. Increase Clerk and Scanner - Records Management, Position B8109-2, Group 11 Step 3 to Group 11 Step 7, Full-Time Hourly

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

10. Approval requested from Fleet Services to transfer a 2015 Ford F150 known as Asset #VEH0000115 from the Sheriff's Office to Facilities Services.

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

11. Approval to sell Radio Equipment to Brazos Valley Council of Governments (BVCOG) for total of \$1.00 pursuant to Local Government Code §263.152. These items are no longer in use.

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

12. Approval of IQ #24-109 Pallet Pick Up. Recommended Award - Tri-Tex Grass.

The Court accepted as submitted the recommendation of the Purchasing Agent and awarded IQ #24-109 Pallet Pick Up to Tri-Tex Grass. 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.

13. Approval of Agreement #24-118 for Secure Short-Term Detention of Juvenile Offenders with Erath County.

A copy of the agreement is attached.

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

14. Approval of Renewal Contract #25-001R for Pest Control Services with Allstar Pest Control Services.

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

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

15. Approval of Renewal Contract #25-003R Water Treatment with Global Water Technology.

A copy of the renewal of contract is attached.

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

16. Approval of the Amending Plat of Winding Creek Estates Phase 5; 17 Lots, 33.863 Acres; J.C. Stuteville Survey, A-216; City of College Station ETJ, Brazos County, Texas. Site is located in Precinct 1.

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

17. Acceptance of a Special Warranty Deed for 6.235 acres of land from Midwest Poultry Services to be used for improvements to Democrat Road. 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.

18. Tax Refund Applications for the following:

Overpayments

- a. Javier Casiano - \$200.00

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

19. Budget Amendments.

- FY 23/24 Budget Amendments 28.01 - 28.03

28.01 Reallocate General Permanent Improvement Funds.

28.02 Reallocate General Permanent Improvement Funds.

28.03 Reallocate General Permanent Improvement Funds.

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

20. Personnel Change of Status.

- a. Personnel Action Forms
- b. Employment & Separations

A copy of the Personnel Change of Status requests for a and b is attached.

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

21. Payment of Claims.

Claims

8202233 - 8202344

9200894 - 9200948

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

22. Acknowledgement of FY 2023-2024 Budget to Actuals by Fund as of April 17, 2024.
Acknowledgement of FY 2023-2024 Contingency Budget to Actuals by Fund as of April 17, 2024.

The Court acknowledged receipt of the 2023-2024 Budget to Actuals by Fund and Contingency Fund Budget to Actuals as of April 17, 2024.

23. Juvenile director's report on detention population.

Juvenile Director Linda Ricketson reported there are 39 juveniles in the detention center, 28 are male and 11 are female, and 43 have electronic monitors.

24. Sheriff's report on inmate population.

Sheriff Wayne Dicky stated there are 801 inmates in jail, 677 are male and 124 are female, and 39 have electronic monitors.

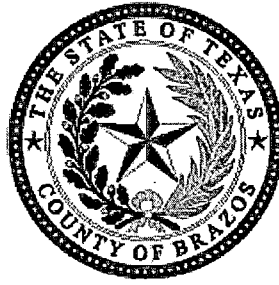
25. Announcement of interest items and possible future agenda topics.

Commissioner Konderla acknowledged Aggie Muster that took place this last weekend. He also congratulated the Brazos County 4-H members stating they are an impressive group of young people and wished them luck at the District 9 Contest.

Judge Peters asked for thoughts and prayers for the family of Johnny Lampo on his passing.

Commissioner Aldrich thanked Tom Turbiville on his presentation "Veterans of the Valley" at the College Station library, highlighting the contributions made by local veterans. He also announced the Community Foundation luncheon being held today that will honor John Anderson, Amber and Hunter Goodwin and Lorraine and Chuck Hermann. Commissioner Aldrich noted he would be attending the Conference of Urban Counties Policy Committee in Austin on Wednesday.

26. Adjourn.



FILED

2024 APR 19 P 2:10

RECEIVED CLERK OF COURT
Brazos County, Texas
By: *Patricia Brown*

**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 23, 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](https://www.facebook.com/brazoscountytexas)**

-
1. Invocation and Pledge of Allegiance
 - U.S. and Texas Flag - Commissioner Konderla
 2. Call for Citizen input and/or concerns
 3. Presentations and/or Discussions
 - Presentation by Matt Pfeifer, 4-H Agent, highlighting participation of Brazos County 4-H members at the Texas major livestock spring shows and recognizing Achievement Awards of five outstanding 4-H members who received scholarships at the San Antonio Livestock Show & Rodeo.

Consider and take action on agenda items: 4 - 21

4. Approval requested for Resolution 24-011, Safe Streets for All Grant, designating the County Judge as the Authorized Official, the Executive Director of the Bryan/College Station Metropolitan Planning Organization as the designated Program Director and Contact Person, and the Auditor as the Financial Officer of the grant.
5. Consider and take action on the following donation request by Fain McDougal, Brazos County Chairman, Alamo Letter Society:
 - a. Acceptance of gift of the LETTER FROM THE ALAMO, a two foot by three foot, 202 lb. bronze plaque similar to Lt. Col. William Barrett Travis' VICTORY OR DEATH letter currently placed on the front lawn of the Alamo in San Antonio, TX
 - b. Providing an appropriate location for the placement of the bronze plaque in or

- near the Brazos County Courthouse
 - c. Assisting the coordination of the Alamo Letter Dedication Ceremony at the Brazos County Courthouse
- 6. Approval requested from the Sheriff's Office to accept the grant award from the NRA Foundation in the amount of \$3,000.
- 7. Approval requested for the Amended Early Voting Hours of 7:00 am to 7:00 pm for the Republican Primary Runoff Election on May 28, 2024. A change in the law requires early voting to be held each day for 12 hours throughout the duration of early voting.
- 8. Request from Constable Pct. 2 for approval of a reserve deputy.
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 - b. Increase Clerk and Scanner - Records Management, Position B8109-2, Group 11 Step 3 to Group 11 Step 7, Full-Time Hourly
- 10. Approval requested from Fleet Services to transfer a 2015 Ford F150 known as Asset #VEH0000115 from the Sheriff's Office to Facilities Services.
- 11. Approval to sell Radio Equipment to Brazos Valley Council of Governments (BVCOG) for total of \$1.00 pursuant to Local Government Code §263.152. These items are no longer in use.
- 12. Approval of IQ #24-109 Pallet Pick Up. Recommended Award - Tri-Tex Grass.
- 13. Approval of Agreement #24-118 for Secure Short-Term Detention of Juvenile Offenders with Erath County.
- 14. Approval of Renewal Contract #25-001R for Pest Control Services with Allstar Pest Control Services.
- 15. Approval of Renewal Contract #25-003R Water Treatment with Global Water Technology.
- 16. Approval of the Amending Plat of Winding Creek Estates Phase 5; 17 Lots, 33.863 Acres; J.C. Stuteville Survey, A-216; City of College Station ETJ, Brazos County, Texas. Site is located in Precinct 1.
- 17. Acceptance of a Special Warranty Deed for 6.235 acres of land from Midwest Poultry Services to be used for improvements to Democrat Road. Site is located in Precinct 2.
- 18. Tax Refund Applications for the following:

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19. Budget Amendments.
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20. Personnel Change of Status.
 - a. Personnel Action Forms
 - b. Employment & Separations
21. Payment of Claims.

22. Acknowledgement of FY 2023-2024 Budget to Actuals by Fund as of April 17, 2024.
Acknowledgement of FY 2023-2024 Contingency Budget to Actuals by Fund as of April 17, 2024.
23. Juvenile director's report on detention population.
24. Sheriff's report on inmate population.
25. Announcement of interest items and possible future agenda topics.
26. 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/BRAZOSCOUNTYTX](https://www.facebook.com/brazoscountytexas) 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

23 DAY OF April, 2024
10 AM/PM, Regular Meeting

Name

(PLEASE PRINT)

FAIN McDougall

Nina Payne

Spencer May

Nick Phipello

Anne Phipello

MELISSA BOWEN

Marc Turner

MIKE STREET

WM. CHARLES WENST

MARSHA ANDERSON

CHERYL COFFMAN

KATIA BAEZA

BRUCE ERRATT

Kevin Stuart

Michelle Meade

Organization

(PLEASE PRINT)

Alamo Letter Society

Budget Office

Budget

citizen

citizen

Co. JUDGE

ALAMO

PURCHASE

Co. JUDGE

Comm. COURT

" "

Co. JUDGE

BCSD

OEM

BRAZOS COUNTY COMMISSIONER'S COURT

23 DAY OF April, 2024
10 AM/PM, _____

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)



Jill Philipello

Rylie Philipello

Cathie Viens

ALLISON LINDBLADE

Cynde Wiley

LINDA Ricketson

Trudy Hancock

Fred Medina

Kaitlyn Battles

Wm. Charles Wendt

Peggy Nelson

Jason Ware

Ryle Hawthorne

Katie Mock

Ignacio Contreras Jr

Co. Judge

Self

Juvenile

E.A.

Citizen

Purchasing

L

EM

grat Dist Ct

BTD

BCSO

BRAZOS COUNTY COMMISSIONER'S COURT

23 DAY OF April, 2024
10 AM/PM, _____

Name

(PLEASE PRINT)

Kyle Wurd
Will Philipello
Markenna Johnson
Carson Dodd
Matt Aelter
Floor Williams
Courtney Dodd
Kimberly Rowel
Ed Bull
Ashleigh Snigg
Caleb Copplinger
ERIC CALDWELL
Kelly Conway
A. J. Tison
Chadd Caperton

Organization

(PLEASE PRINT)

Brazos Co. 4-H
Brazos Co. 4-H
Brazos Co. 4-H
Brazos Co. 4-H
Brazos Co Ext.
"
Brazos Co 4-H
Co Judge
Co Judge
AgriLife Extension / 4-H
Brazos County IT
BCTI
"
IT Ag Ext DOR
AgriLife Extension

BRAZOS COUNTY COMMISSIONER'S COURT

23 DAY OF APRIL, 2024
10 AM/PM, _____

Name

(PLEASE PRINT)

Cristian Villarreal
Jennifer Salazar
Stephan Brueggerhoff
Bob Lanken
J. Salthen
TREVOR LINDSEY
Hyle McClennagan
Prarthana Banerji
TERRENCE NUWO
DONALD LAMPO
WAYNE DICKY

Organization

(PLEASE PRINT)

Treas
HR
Extension
County Judge
BTA
COUNTY JUDGE
The Eagle
R & B
JP PCT 2
PCT 2 CONSTABLE
SHERIFF BCSD



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Auditor's Office

NUMBER:

DATE OF COURT MEETING: 4/23/2024

ITEM: Approval requested for Resolution 24-011, Safe Streets for All Grant, designating the County Judge as the Authorized Official, the Executive Director of the Bryan/College Station Metropolitan Planning Organization as the designated Program Director and Contact Person, and the Auditor as the Financial Officer of the grant.

TO: Commissioners Court

FROM: Amy Bates, Asst. County Auditor

DATE: 04/23/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Resolution - Safe Streets for All Grant.pdf	Resolution for Authorized Approvers for the Safe Streets for All Grant	Resolution Letter



BRAZOS COUNTY
BRYAN, TEXAS

2024 Brazos County Resolution
Safe Streets for All Grant

WHEREAS, Brazos County is participating in the development of a Brazos County Comprehensive Safety Action Plan; and

WHEREAS, the Commissioners Court authorizes the Bryan/College Station Metropolitan Planning Organization to utilize the Safe Streets for All grant to assist the county in the development of a Brazos County Comprehensive Safety Action Plan; and

WHEREAS, Brazos County Commissioners Court has agreed that in the event of loss or misuse of the funds, Brazos County Commissioners Court assures that the funds will be returned in full to the Federal Highway Administration.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Safe Streets for All grant and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the Executive Director of the Bryan/College Station Metropolitan Planning Organization is designated as the Program Director and contact person for this grant and the Auditor is designated as the Financial Officer for this grant.

Adopted this 23 day of APRIL 2024.

Duane Peters
County Judge

Attest:

County Clerk



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING:

4/23/2024

ITEM:

Consider and take action on the following donation request by Fain McDougal, Brazos County Chairman, Alamo Letter Society:

- a. Acceptance of gift of the LETTER FROM THE ALAMO, a two foot by three foot, 202 lb. bronze plaque similar to Lt. Col. William Barrett Travis' VICTORY OR DEATH letter currently placed on the front lawn of the Alamo in San Antonio, TX
- b. Providing an appropriate location for the placement of the bronze plaque in or near the Brazos County Courthouse
- c. Assisting the coordination of the Alamo Letter Dedication Ceremony at the Brazos County Courthouse

TO:

Commissioners Court

DATE:

04/17/2024

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Letter_from_the_Alamo_clr.pdf	Letter From The Alamo	Cover Memo
Estimate - THE ALAMO LETTER a gift from The Alamo Letter Society.pdf	Estimate of donation - Letter From The Alamo	Cover Memo
Donation_Form_Letter_From_The_Alamo.pdf	Donation Form	Cover Memo



**BRAZOS COUNTY, TEXAS
ACCEPTANCE OF DONATED/AWARDED PROPERTY
DONATION OF COUNTY PROPERTY**

Date: 4/23/24

- ☒ Acceptance of Donated/Awarded Property
(Awarded property requires signed court documentation)
- ☐ Donation of County Property
- ☐ Acceptance of Donated Inmate Property
(Requires signed inmate documentation – NO VALUE ASSESSED)

Item Description: Bronze Plaque

Please provide all information requested below as applicable to the property being accepted or donated. Forms containing any blank fields will be returned for completion.

Make: _____ Model: _____ Year: _____ SN/VIN #: _____

☐ Functional ☐ Non-Functional. Explain if Non-Functional _____

Additional Description/Information: Bronze Plaque - LETTER FROM THE ALAMO

Estimated Value: \$ 5,500.00


Check box for Capital Asset (value/initial cost is over \$5000)

Acceptance of Donated Property	Donation of County Property
<p>Check the appropriate account based on estimated value of property being accepted:</p> <p><input type="checkbox"/> 61235000 (Donation - Other)*</p> <p><input type="checkbox"/> 60010000 (Minor Property - \$1 - \$4999)</p> <p><input checked="" type="checkbox"/> 80010000 (Capital Property - Over \$5000)</p>	<p>Check the appropriate entity property being donated to:</p> <p>Government Entity: _____</p> <p style="text-align: right;">Organization Name</p> <p>Other (Due to Statutory requirements prior approval is required by Purchasing: _____</p> <p style="text-align: right;">Organization Name</p>

**Donation – Other account 61235000 is to be used ONLY for cash/check funds donated to Brazos County.*

I certify that the above-mentioned item has been donated or awarded to Brazos County. This item has been received in good faith and upon approval by Commissioner's Court will become a part of the General Fixed Asset Account of Brazos County. The determination to accept or reject the donation will be made at the sole discretion of Commissioners Court based upon such things as usefulness, projected operating, maintenance, and insurance costs.

Requesting Department: _____
County Judge
Department Name


Authorized Signature

Organization Receiving Donated Property: _____
Authorized Signature

Approved by Commissioners Court on this 23 day of APRIL 2024


Commissioners Court Approval

Alamo Letter Presentation
Brazos County Commissioners Court
April 23, 2024

Judge Peters and Brazos County Commissioners,

Thank you for considering my request that you: Accept the gift of the bronze plaque, **LETTER FROM THE ALAMO**, provide a location for it, and assist with the Dedication Ceremony.

The Mission of the Alamo Letter Society

The Alamo Letter Society was established last year with the sole purpose of creating and gifting a bronze plaque similar to the one at the Alamo, to Each of the 254 Texas Counties for placement in or near the County Courthouse.

Alamo Letter Placement

Currently, Alamo Letters have been placed in: Rockwall, Ellis, Nueces, VanZant and Hood Counties.

Additional Dedication Ceremonies

Ceremonies are being planned in six counties and strong commitments have been received from ten additional counties.

Timeline

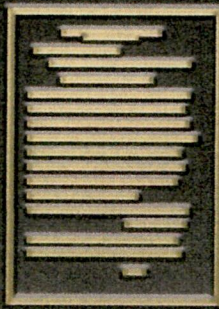
Once **THE LETTER FROM THE ALAMO** has been accepted by a county and the County Chairman arranges payment, the production of the bronze plaque commences and will require approximately two months for completion. Planning for the Dedication Ceremony occurs simultaneously with the plaque production, and the Dedication Ceremony is scheduled once the plaque has been completed.

VICTORY OR DEATH

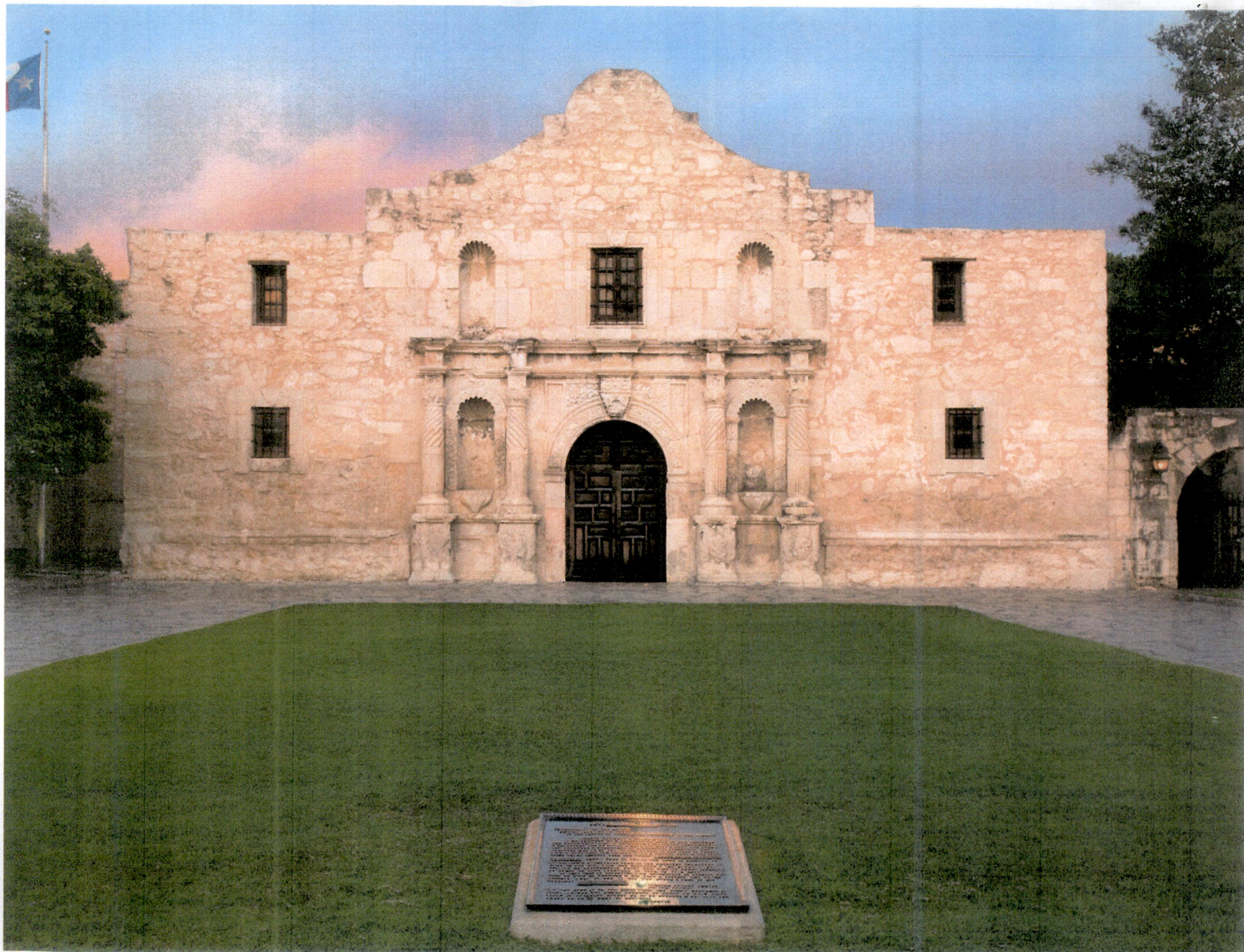


Marat Jimi
Co. L. 7. 1st Regt.

ALAMO LETTER
SOCIETY



I SHALL NEVER SURRENDER
OR RETREAT



LETTER FROM THE ALAMO.

COMMANDANCY OF THE ALAMO-

BEXAR, FEBY. 24TH 1836-

TO THE PEOPLE OF TEXAS & ALL AMERICANS IN THE WORLD--

FELLOW CITIZENS & COMPATRIOTS

I AM BESIEGED, BY A THOUSAND OR MORE OF THE MEXICANS AND SANTA ANNA- I HAVE SUSTAINED A CONTINUAL BOMBARDMENT & CANNONADE FOR 24 HOURS & HAVE NOT LOST A MAN- THE ENEMY HAS DEMANDED A SURRENDER AT DISCRETION, OTHERWISE, THE GARRISON ARE TO BE PUT TO THE SWORD, IF THE FORT IS TAKEN- I HAVE ANSWERED THE DEMAND WITH A CANNON SHOT, & OUR FLAG STILL WAVES PROUDLY FROM THE WALLS- I SHALL NEVER SURRENDER

OR RETREAT THEN, I CALL ON YOU IN THE NAME OF LIBERTY, OF PATRIOTISM & EVERYTHING DEAR TO THE AMERICAN CHARACTER TO COME TO OUR AID, WITH ALL DISPATCH - THE ENEMY IS RECEIVING REINFORCEMENTS DAILY AND WILL NO DOUBT INCREASE TO THREE OR FOUR THOUSAND IN FOUR OR FIVE DAYS.

IF THIS CALL IS NEGLECTED, I AM DETERMINED TO SUSTAIN MYSELF AS LONG AS POSSIBLE & DIE LIKE A SOLDIER WHO NEVER FORGETS WHAT IS DUE TO HIS OWN HONOR & THAT OF HIS COUNTRY- VICTORY OR DEATH

WILLIAM BARRET TRAVIS

LT. COL. COMDT.

P.S. THE LORD IS ON OUR SIDE- WHEN THE ENEMY APPEARED IN SIGHT WE HAD NOT THREE BUSHELS OF CORN- WE HAVE SINCE FOUND IN DESERTED HOUSES 80 OR 90 BUSHELS & GOT INTO THE WALLS 20 OR 30 HEAD OF BEEVES-

TRAVIS

LETTER FROM THE ALAMO.

COMMANDANCY OF THE ALAMO-

BEXAR, FEBY. 24 TH 1836-

TO THE PEOPLE OF TEXAS & ALL AMERICANS IN THE WORLD--

FELLOW CITIZENS & COMPATRIOTS

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LT. COL. COMDT

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TRAVIS

ALAMO LETTER SOCIETY CO-CHAIRS: LEE WILLIAM MCNUTT III, ROSSER COKE NEWTON SR.
NUECES COUNTY: HARRY LEE CHESTER JR., NORMA LINDA REYNA, VERONICA ROSE MORENO





**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Brazos County Sheriff's Office NUMBER:

DATE OF COURT MEETING: 4/23/2024

ITEM: Approval requested from the Sheriff's Office to accept the grant award from the NRA Foundation in the amount of \$3,000.

TO: Commissioners Court

FROM: regina guzman

DATE: 04/18/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

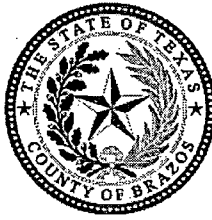
[Letter_of_Approval.pdf](#)

Description

Letter of Approval - NRA

Type

Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Brazos County Sheriff's Office NUMBER:
DATE OF COURT MEETING: 4/23/2024
ITEM: Approval requested from the Sheriff's Office to accept a donation (check) in the amount of \$3,000.00 from The NRA Foundation.
TO: Commissioners Court
FROM: regina guzman
DATE: 04/18/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Letter_of_Approval.pdf

Description

Letter of Approval - NRA

Type

Backup Material

APPROVED

 4/23/24

Duane Peters
County Judge

Date

THE **NRA** FOUNDATION

TEACH FREEDOM

April 11, 2024

Brazos County Sheriff's Office
1700 W SH 21
Bryan, TX 77803

Project: Regional Honor Guard Rifles
Grant Number: 24TXE058

Dear Brazos County Sheriff's Office,

Congratulations! The NRA Foundation Board of Trustees has approved the State Fund Committee's recommendations for support of your program. Enclosed is a check in the amount of \$3,000.00.

Please note that grant awards by the Foundation shall be used **ONLY** for the purposes set forth in the application and according to the Recommendations of the State Fund Committee. No funds shall be used for fundraising raffles, no grant awarded merchandise shall be used as an award or towards any fundraising activities.

You may use this check to purchase only the approved items based on the request for funding submitted with your application. Approved items may be found through the Foundation claim site.

*Login to view approved items at: <http://claims.nrafoundation.org/#/login>
Grant Number: 24TXE058
Claim Code: 55920247*

Unused funds must be returned to The NRA Foundation, Attn: Grant Dept., 11250 Waples Mill Rd., Fairfax, VA 22030. Please write your grant number on the memo line of the check.

Please note that the check is void 90 days from the date of issue. Be sure to deposit it as soon as possible.

If you have any questions, please contact us at grantprogram@nrahq.org.

Sincerely,

The NRA Foundation Grant Program



Final Reports

Acceptable Documentation for Check Awards

The information below will help you in the successful completion of the required 2024 Final Report, which will be due by November 1, 2024. You will be sent an email when the final reports are ready.

This is a brief overview of the common questions or errors we see on final reports. If you have specific questions or concerns call the NRA Grant Department at 1-800-554-9498, Option 1.

RECEIPTS:

- Receipts must be legible
- Receipts must show a date (from the grant year of the award)
- Invoices must show a payment or be accompanied by a copy of the canceled check to that vendor. Estimates or initial orders cannot be accepted.
- Online orders must indicate that payment has been made
- Handwritten records from the applying organization or grant contact will not be accepted
- Homemade Word or Excel documents not from a commercial vendor cannot be accepted
- Administrative costs such as printing, postage, copying, and insurance are not eligible expenses

AWARDS/TROPHIES:

- Trophies, medals, ribbons, and certificates are the only allowable award expenditures
- Firearms awarded in the grant merchandise program can not be given as awards

TRAVEL/COMPETITIONS/FOSTERING MILEAGE:

- Proof of event traveling to (registration confirmation, flyer)
- Roster/List of event attendees (for minors a first name, last initial will suffice)(coaches, parent volunteers, drivers, or chaperones may be included)
- Mileage driven, starting and ending point, with proof of mileage (MapQuest, Google Maps, etc.)
- Number of vehicles making the trip

MEALS FOR TRAVELING TEAMS/PROGRAMS:

- Proof of event traveling to (registration confirmation, flyer)
- Roster/List of event attendees (for minors a first name, last initial will suffice)(coaches, parent volunteers, drivers, or chaperones may be included)
- Number of days for the event
- One-day events, what meals did attendees need
- Meals accounted for at \$10 breakfast, \$15 lunch, \$30 dinner up to \$55/day maximum
- Proof of reimbursement to individuals participating

LODGING/AIRFARE:

- Lodging and airfare are reimbursed at the actual rate shown on registrations/itineraries and payment records



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 4/23/2024

ITEM: Approval requested for the Amended Early Voting Hours of 7:00 am to 7:00 pm for the Republican Primary Runoff Election on May 28, 2024. A change in the law requires early voting to be held each day for 12 hours throughout the duration of early voting.

TO: Commissioners Court

DATE: 04/17/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

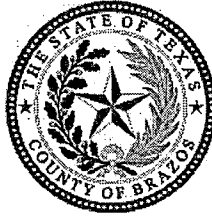
Description

Type

[2024 E.V. Election Schedule-May 28 runoff.doc](#)

Locations & Hours for EV

Cover Memo



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 4/23/2024

ITEM: Approval requested for the Amended Early Voting Hours of 7:00 am to 7:00 pm for the Republican Primary Runoff Election on May 28, 2024. A change in the law requires early voting to be held each day for 12 hours throughout the duration of early voting.

TO: Commissioners Court

DATE: 04/17/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

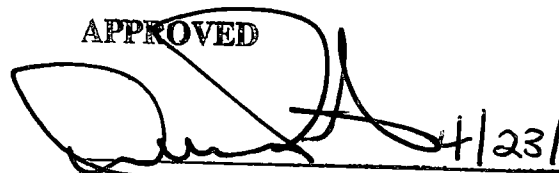
Type

2024_E.V._Election_Schedule-May_28_run-off.doc

Locations & Hours for EV

Cover Memo

APPROVED


Duane Peters
County Judge

4/23/24
Date

2024 PRIMARY RUN-OFF ELECTION EARLY VOTE SCHEDULE

ELECTION DAY: MAY 28TH, 2024

*(ELECCIÓN SEGUNDA PRIMARIA DE 2024
HORARIO DE LA VOTACIÓN ADELANTADA
DÍA DE ELECCIÓN: 28 DE MAYO, 2024)*

EARLY VOTE:

* May 20 – May 24, 2024 7:00 am – 7:00 pm
Monday – Friday (*Lunes – Viernes*)

EARLY VOTE SITES:

(SITIOS DE VOTACIÓN ADELANTADA)

Brazos County Election Administrator Office (McLeod Training Rm) –300 East Wm. J. Bryan Pkwy,
Suite 100, Bryan, Texas

Arena Hall – 2906 Tabor Rd (Tabor Road & N. Earl Rudder Freeway) Bryan, Texas

Galilee Baptist Church – 804 N. Logan, Bryan, Texas

College Station Utilities Meeting & Training Facility – 1603 Graham Road, College Station, Texas

College Station City Hall – 1101 Texas Avenue. College Station, Texas

The Last Day to receive an application for ballot by mail is **Friday, May 17th, 2024 @ 5:00 pm**. We can mail applications for the voter to fill out and return to us or the voter can write a letter stating their name, local address, address where they are, reason why they're voting absentee, party preference and it must include the voter's signature. The voter can fax from out of county, mail it to us, or walk in the application. If mailing, send it to:

*(El último día para recibir una solicitud para una boleta por correo es **viernes el 17 th de julio de 2024 a las 5:00 de la tarde**. Podemos mandar formularios al votante para que los llenen y devuelvan o el votante puede escribir una carta con su nombre, dirección local, la dirección donde está, la razón por su ausencia, preferencia de partido, y hay que incluir la firma del votante. El votante puede mandarlo por fax desde afuera del condado o mandárnoslo por correo. El votante puede enviarnos un fax desde fuera del condado, enviarlo por correo o presentar la solicitud sin cita previa. si es por correo enviar a:)*

Brazos County Elections Administrator Office
300 E. Wm. J. Bryan Pkwy, Ste: 100
Bryan, TX 77803
979-361-5770 – Phone
979-361-5779 – Fax



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:	NUMBER:
DATE OF COURT MEETING:	4/23/2024
ITEM:	Request from Constable Pct. 2 for approval of a reserve deputy.
TO:	Commissioners Court
DATE:	04/17/2024
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	\$0.00

<u>ATTACHMENTS:</u>		
<u>File Name</u>	<u>Description</u>	<u>Type</u>
2024-04-17 Request for Non-Paid Deputy.pdf	Request for Non-Paid Deputy	Backup Material



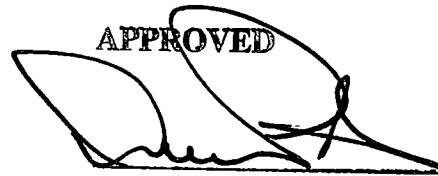
**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 4/23/2024
ITEM: Request from Constable Pct. 2 for approval of a reserve deputy.
TO: Commissioners Court
DATE: 04/17/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
2024-04-17_Request_for_Non-Paid_Deputy.pdf	Request for Non-Paid Deputy	Backup Material

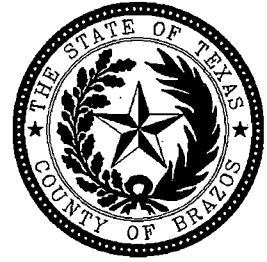
APPROVED


Duane Peters
County Judge

4/23/24
Date



DONALD LAMPO
CONSTABLE
PRECINCT 2 - BRAZOS COUNTY
200 S Texas Av. STE 151
BRYAN TX 77803-5363



(979) 361-4477
(979) 361-4455 Fax

TO: HONORABLE COMMISSIONERS

FROM; DONALD LAMPO

DATE: 04/17/2024

I RESPECTFULLY REQUEST APPROVAL OF THE FOLLOWING
INDIVIDUAL AS NON-PAID DEPUTY IN PCT. 2

Steven Emert


DONALD LAMPO



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office

NUMBER:

DATE OF COURT MEETING: 4/23/2024

ITEM: Request from County Records Management for the following personnel change with effective date as of April 27, 2024. This requested change has no effect on the FY 2024 County Records Management Budget.

- a. Decrease Transcriptionist - Records Management, Position B8110-1, Group 18 Step 8 to Group 18 Step 5, Full-Time Hourly
- b. Increase Clerk and Scanner - Records Management, Position B8109-2, Group 11 Step 3 to Group 11 Step 7, Full-Time Hourly

TO: Commissioners Court

FROM: Nina Payne

DATE: 04/15/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

SOURCE OF FUNDS: 50000100 - County Records Management

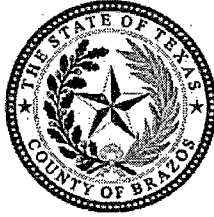
ACTION REQUESTED OR
ALTERNATIVES: Request approval.

ATTACHMENTS:

File Name

Description

Type



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office

NUMBER:

DATE OF COURT MEETING: 4/23/2024

ITEM: Request from County Records Management for the following personnel change with effective date as of April 27, 2024. This requested change has no effect on the FY 2024 County Records Management Budget.

- a. Decrease Transcriptionist - Records Management, Position B8110-1, Group 18 Step 8 to Group 18 Step 5, Full-Time Hourly
- b. Increase Clerk and Scanner - Records Management, Position B8109-2, Group 11 Step 3 to Group 11 Step 7, Full-Time Hourly

TO: Commissioners Court

FROM: Nina Payne

DATE: 04/15/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

SOURCE OF FUNDS: 50000100 - County Records Management

ACTION REQUESTED OR
ALTERNATIVES: Request approval.

ATTACHMENTS:

File Name

Records_Mgmt_Request_4.11.24.pdf
Records_Mgmt_4.11.24.pdf

Description

Records Management Memo
Records Management calculations

Type

Cover Memo
Backup Material

APPROVED

Duane Peters
County Judge

Date

4/23/24



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Fleet Services

NUMBER:

DATE OF COURT MEETING: 4/23/2024

ITEM: Approval requested from Fleet Services to transfer a 2015 Ford F150 known as Asset #VEH0000115 from the Sheriff's Office to Facilities Services.

TO: Commissioners Court

FROM: Ken Chadwick

DATE: 04/17/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

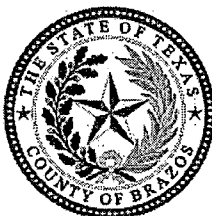
ACTION REQUESTED OR
ALTERNATIVES: Fleet Services would like to request the transfer of a 2015 Ford F150 known as Asset # VEH0000115 from the Sheriff's Office to Facilities Services.

ATTACHMENTS:

File Name

Description

Type



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Fleet Services

NUMBER:

DATE OF COURT MEETING: 4/23/2024

ITEM: Approval requested from Fleet Services to transfer a 2015 Ford F150 known as Asset #VEH0000115 from the Sheriff's Office to Facilities Services.

TO: Commissioners Court

FROM: Ken Chadwick

DATE: 04/17/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR
ALTERNATIVES: Fleet Services would like to request the transfer of a 2015 Ford F150 known as Asset # VEH0000115 from the Sheriff's Office to Facilities Services.

ATTACHMENTS:

File Name

memo_for_SO237.tif

transfer_sheet_SO237.tif

Description

Memo for SO237

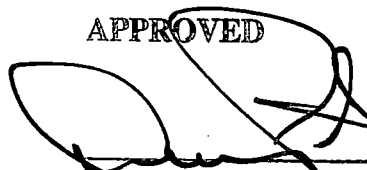
transfer sheet for SO237

Type

Cover Memo

Backup Material

APPROVED


Duane Peters
County Judge

4/23/24
Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 4/23/2024

ITEM: Approval to sell Radio Equipment to Brazos Valley Council of Governments (BVCOG) for total of \$1.00 pursuant to Local Government Code §263.152. These items are no longer in use.

TO: Commissioners Court

FROM: Josue Loyola

DATE: 04/17/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Partially Executed BVCOG Interlocal- IT Radio Equipment.pdf	Agreement.	Backup Material
IT to Surplus.pdf	Radio List.	Backup Material

STATE OF TEXAS §

COUNTY OF BRAZOS §

**INTERLOCAL AGREEMENT
SURPLUS PROPERTY TRANSFER**

This Interlocal Agreement ("Agreement") is made and entered into on this the 5 day of April, 2024, by and between Brazos County, Texas ("County") a political subdivision of the State of Texas, and the Brazos Valley Council of Governments ("Council"), a home-rule municipal organization.

WHEREAS, the parties to this Agreement are both political subdivisions of the State of Texas, empowered by Texas Government Code Chapter 263.152(a.) (1), to enter into an interlocal agreement to sell surplus property; and

WHEREAS, the County is the owner of certain salvage property, specifically Six (6) Motorola XTL 5000 Radio, two (2) HP Z400 Workstation, and two (2) Elo Monitors; and

WHEREAS, the Council operates a multipurpose, voluntary government organization of, by and for local governments in the seven-county Brazos Valley Region of Texas and the Radios would aid in their operations; and

WHEREAS, the Council and the County have a mutual aid agreement wherein the Council will aid the County in emergency situations which would call for the use of the Radios; and

WHEREAS, the Brazos County Commissioner's Court has determined that it is in the best interests of the community to transfer ownership of the Radios to the Council so that it can be used more effectively for the benefit of all; and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County Commissioner's Court has authorized the County Judge to execute this Agreement to convey ownership and possession of the Radios to the Council for the sum of ONE AND NO/100THS DOLLARS (\$1.00). Possession will be transferred at a time and place mutually agreeable to the parties.
2. The Council has authorized the Executive Director to execute this Agreement to accept ownership of the Radios and covenants and agrees that the Radios will continue to be used for a public purpose.
3. This Agreement shall commence when executed by all parties, on the date the last party signs, and it ends when the transfer of possession is complete.

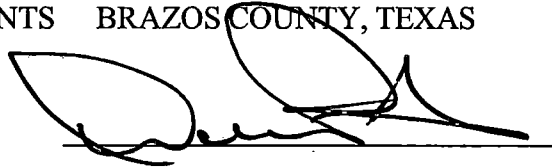
4. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added as part of this Agreement a provision that is legal, valid and enforceable and that is as similar as possible in terms and substance as possible to the deleted provision.
5. This Agreement constitutes the sole and only Agreement of the Parties hereto respecting the subject matter covered by this Agreement, and supersedes any prior understandings or written or oral agreements between the parties. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.
6. This Agreement shall be construed under and in accordance with the laws of the State of Texas and the obligations of the parties created hereunder are performable by the parties in the City of Bryan, Texas. Venue for any litigation arising under this Agreement shall be in a court of appropriate jurisdiction in Brazos County, Texas.
7. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Executed to be effective as of the date written above.

BRAZOS VALLEY COUNCIL OF GOVERNMENTS BRAZOS COUNTY, TEXAS



Michael Parks, Executive Director



Duane Peters, County Judge

Date: April 5, 2024

Serial Number	Model #	Make	Asset#
276CMK0023	L20URS9PW1AN	Motorola XTL 5000	None
276CMK0024	L20URS9PW1AN	Motorola XTL 5000	None
276CMK0025	L20URS9PW1AN	Motorola XTL 5000	None
276CMK0026	L20URS9PW1AN	Motorola XTL 5000	None
276CMK0027	L20URS9PW1AN	Motorola XTL 5000	None
276CMK0028	L20URS9PW1AN	Motorola XTL 5000	None
Console Computers			
2UA1121Q9P		HP Z400 Workstation	None
2UA1121Q8Z		HP Z400 Workstation	None



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 4/23/2024

ITEM: Approval of IQ #24-109 Pallet Pick Up. Recommended Award - Tri-Tex Grass.

TO: Commissioners Court

FROM: Beth Martinez

DATE: 04/18/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Pallet Pick Up Contract IQ# 24-109.pdf	Contract	Backup Material
Pallet Pick Up Bid Tabulation.pdf	Bid Tabulation	Backup Material



REQUEST FOR INFORMAL QUOTE

IQ NO. 24-109

Pallet Pick Up

INFORMAL QUOTES TO BE SUBMITTED BEFORE:
Thursday, March 28, 2024 2:00pm CST

TO THE:
BRAZOS COUNTY
PURCHASING DEPARTMENT
200 S. Texas Ave. Suite 352
Bryan, TX 77803
Phone: (979) 361-4290
Fax: (979) 361-4293

Respondents, their employees and/or representatives are prohibited from contacting any official or employee of Brazos County, except the Purchasing Agent, regarding this informal quote from the issuing date of the solicitation until the date the Brazos County Commissioners Court meets to consider award of the quote. Any such contact will be grounds for rejection of the Respondent's quote.

In compliance with this solicitation, the undersigned Respondent(s) having examined the solicitation and specifications and being familiar with the conditions to be met, hereby submits the following quote for furnishing the material and/or services listed on the attached quote form and agrees to deliver said items at the locations and for the prices set forth on the quote form.

Company Name: Tri-Tex Grass

By (Print): Mark Graf Title: Manager

Physical Address: 5801 Sims Lane Cut Off Bryan, Tx 77807

Mailing Address: 5901 E Hwy 377 Granbury, Tx 76049

Telephone: 979-204-8981 Fax: _____ E-Mail: mark@tritexgrass.com

Quotes will be received at the Brazos County Administration Building, Purchasing Department, 200 South Texas Ave Suite 352, Bryan, Texas prior to **2:00 p.m., Thursday, March 28, 2024**, at which time quotes will be publicly opened and read aloud.

A. SCOPE OF QUOTE

Brazos County is soliciting proposals for a contract for the sale of pallets. Brazos County has obtained pallets through the delivery of goods throughout the country. The pallets shall be sold and or removed from Brazos County's property. This contract shall be for a two (2) year period, starting on April 1, 2024 through March 31, 2026, with an option for renewal for three (3) additional one (1) year periods.

B. CONDITIONS OF BIDDING

1. The following instructions apply to all quotes and become a part of terms and conditions of any quote submitted to the Brazos County Purchasing Office, unless otherwise specified elsewhere in this quote request. All Respondent(s) are required to be informed of these Terms and Conditions and will be held responsible for having done so:
2. Definitions: In order to simplify the language throughout this quote, the following definitions shall apply:
 - a. **BRAZOS COUNTY** - Same as County.
 - b. **COMMISSIONERS' COURT** - The elected officials of Brazos County, Texas given the authority to exercise such powers and jurisdiction of all county business as conferred by the State Constitution and Laws.
 - c. **CONTRACT** - An agreement between the County and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
 - d. **CONTRACTOR** - The successful bidder(s) of this quote request.
 - e. **COUNTY** - The government of Brazos County, Texas and its authorized representative.
 - f. **SUB-CONTRACTOR** - Any Contractor hired by the Contractor or Supplier to furnish materials and services specified in this quote request.
 - g. **RESPONDENT** - Any supplier or Contractor responding to the quote request.
3. Upon acceptance and approval by the Commissioners' Court, this quote effects a working contract between Brazos County and the Contractor for the period designated.
4. Quotes must be received by the Purchasing Office prior to the time and date specified. The mere fact that the quote was dispatched will not be considered; the Respondent(s) must have the quote actually delivered to and received by the Purchasing Department.
5. The County reserves the right to accept or reject in part or in whole, any quotes submitted, and to waive any technicalities for the best interest of the County.
6. Brazos County shall not be responsible for any verbal communication between any employee of the County and any Respondent(s). Only written specifications and written price quotations will be considered. Contractors with questions regarding the quote

should submit them in writing via the Brazos Valley Online Bidding System at <https://brazosbid.ionwave.net>.

7. Brazos County reserves the right to reject any quote that does not fully respond to each specified item.
8. Respondent(s) must include Tax Identification Number for the quote to be valid.
9. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable and may not be reassigned by either party.
10. The County may cancel this contract at any time for any reason, provided a thirty-day written notice is given.
11. The quote award shall be based on, but not necessarily limited to, the following factors:
 - a. Unit price
 - b. Extended price
 - c. Special needs and requirements of Brazos County
 - d. Results of testing samples (if required by Brazos County)
 - e. Delivery
 - f. References
 - g. Brazos County's experience with products quoted
 - h. Contractor's past performance record with Brazos County.
12. Although the cost of products to be provided is an essential part of the quote, Brazos County is not obligated to award a contract on the sole basis of cost but will award to the Respondent considered to be the best value to Brazos County.
13. Acceptance of merchandise, work, and/or equipment provided shall be made by the County at the sole discretion of the Commissioners Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.
14. 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.
15. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement, when applicable.
16. Quotes must be submitted on quantities and units of measure specified by the quote documents. In the event of errors in extended prices the unit price shall govern. Any suggested change in quantity on the part of the bidder to secure better price or delivery is welcomed and may be given consideration provided that the bidder also quotes on the quantity specified.
17. Quotes must specify the number of consecutive calendar days required to deliver the commodities under normal conditions. Failure to specify delivery time will be considered

reason enough to cause the quote to be disregarded. Delivery time quoted will be given consideration in awarding orders. If delivery is not made within a reasonable time of the specified delivery in the quote, the entire order or contract may be canceled, and the Respondent barred from bidding in future solicitations.

18. Quotes cannot be altered after receiving time. No quote may be withdrawn after opening time without acceptable reason and with the approval of the Purchasing Agent.
19. Quotes must be submitted on this form and returned in a sealed envelope clearly marked with Contractor Name and Quote Number to ensure proper recognition upon its arrival. Quotes will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a quote be considered if submitted to any other person or department other than specifically instructed. Quotes not received prior to the expressed date and time listed in this quote will be rejected or returned unopened to the Contractor. Quotes submitted by any other person or department other than the Brazos County Purchasing Department will not be accepted.
20. It is the Respondent's sole responsibility to print and review all pages of the quote document, attachments, questions and responses, addenda, and special notices. The Certification of Quote Form must be completed to include full firm name, mailing address, telephone number, email address, Contractor Tax Identification number and signed by an authorized representative of the firm. Failure to provide signature on the Certification of Quote Form renders quote 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 quote. By submitting a response to this solicitation, the bidder agrees to comply with HB 1295, Government Code 2252.908. Respondent(s) 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 for more information.
21. 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. Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazos County Purchasing Agent, authorized to do so by the Commissioner's Court. Addenda will be made available using the same distribution method used to post or make available the original solicitation. Bidders shall acknowledge receipt of all addenda. 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.
22. It is our policy not to furnish quote results over the phone. Informal Quote results and tabulation sheets will be posted on the Brazos Valley Online Bidding System (<https://brazosbid.ionwave.net>) after quote award by Commissioner's Court.
23. Brazos County reserves the right to extend this contract annually for a maximum of three (3) additional, one (1) year, periods with no changes in the terms or conditions of this contract, if agreed upon by both parties.

24. The Contractor agrees to extend prices and terms to all entities that has entered or will enter into joint purchasing inter-local cooperation agreement(s) with Brazos County.
25. Three (3) references are to be provided by the Respondent. Failure to submit references may result in disqualification of quote. Brazos County department references will not be accepted.
26. Contractor shall observe and comply with all federal, state and local laws, safety, and health regulations, ordinances, and all regulations which in any manner effect conduct of the work or services being performed.
27. Any subcontracting must be approved prior to commencement of the contract by Brazos County.
28. Any variation from the specifications in this quote document must be indicated on the quote or on a separate attachment to the quote and labeled as such.
29. Any brand name, or manufacturer's reference used is considered to be descriptive – not restrictive – and is indicative of the type and quality the County desires to purchase. Quotes on similar items of like quality will be considered only if it is noted in the quote documents and accompanied by fully descriptive product literature. All substitutions will contain the same active ingredients in the same percentages or quantity of the items listed in the quote. If notation of substitution in not made, it is assumed the Contractor is quoting the item specified.
30. The County does not guarantee to purchase any minimum or maximum quantities. If any quantities are listed in the quote, they are estimated quantities used for calculating purposes only.
31. In the event the Contractor is unable to furnish any item within a reasonable time after order is placed due to strikes, war or any reason beyond the Contractor's control, the County reserves the right to purchase these items from any source, without causing this contract to be canceled.
32. 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.
33. The Contractor should submit itemized invoices with clearly marked remittance copies to the following address:

Brazos County
ATTN: Auditors
200 South Texas Ave, Suite 218
Bryan, TX 77803

Statements of accounts will not be sufficient to warrant payment. Unless other arrangements have been made; all invoices to be paid in full within 30 days after

satisfactory delivery of commodities and or services and receipt of invoice at the listed address. Checks will be made payable to the Contractor only, and shall not include sub-Contractors, assignees, or any other party.

34. As a governmental subdivision, Brazos County is exempt from most types of taxes, including but not limited to sales tax, excise tax, and import duties. Such costs must not be included in quote prices. Tax Exemption Certificates can be obtained upon request from County.
35. Upon award of contract for any commodity or materials purchased by Brazos County, the Contractor agrees to protect the county from any claim involving patent right infringement, copyright infringement and/or sales franchise disputes.
36. Unless otherwise specified, all items ordered from the Contractor must be new, unused, and in first class condition. Products usually packaged for commercial sale shall be furnished in proper container so as to facilitate storage and handling.
37. This quote shall be governed by the laws of the State of Texas and Potential Contractors 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. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.
38. The Respondent(s) understands that Brazos County is a government subject to Texas State and Federal public information statutes.
39. Notwithstanding any provisions contained herein, the obligations of Brazos County are expressly contingent upon the availability of funding for the obligations contained herein for the term of the contract and any extensions and renewals thereto.

C. INSURANCE REQUIREMENTS

1. The Contractor shall instruct his insurance agent or carrier to furnish to the County a Certificate of Insurance attesting to the issuance of the following parts of this section. Please note that such Certificates of Insurance and any required bonds must be issued and then approved by Brazos County Risk Management. The Certificate of Insurance must be approved by Risk Management before any deliveries can be made.
2. The Contractor shall furnish and keep in full force the following insurance during the term of this Contract:
 - a. Statutory Workmen's Compensation or \$1,000,000 Employer's Liability Insurance with waiver of subrogation.
 - b. General Liability with limits for bodily injury and for property damages of not less than \$2,000,000 aggregate, \$1,000,000 each occurrence with Brazos County named as an additional insured and waiver of subrogation.

- c. Commercial Automotive Liability with \$1,000,000 CSL for Bodily Injury and Property Damage Liability.
 - d. Cargo Insurance to sufficiently cover materials transported.
3. All the aforementioned policies and Certificates of Insurance should be issued immediately after the Contractor receives notification of award.
 4. The Contractor agrees to release and hold harmless Brazos County from any and all claims and liability due to the acts of the Contractor's employees and the operation of his equipment. The Contractor also agrees to hold harmless Brazos County from any and all expenses, including attorney fees, incurred by Brazos County in litigation or otherwise resisting such claims or liabilities as a result of the Contractor's employees' activities. Further, the Contractor agrees to protect, indemnify and hold harmless Brazos County from and against all claims, demands and causes of action of every kind and character brought by any employees of the Contractor against Brazos County due to personal injuries and/or death to such employee resulting from any neglect act, by either commission or omission on the part of the Contractor or Brazos County.

D. SPECIAL PROVISIONS

1. Brazos County may negotiate pick up quantity, frequency, procedures, and payment terms with the highest bidder.
2. All pallets to be picked up are located at the Brazos County Detention Center located at 1835 Sandy Point Rd. Bryan, TX 77807, but other locations may be added if needed.
3. All pallets must be picked up in a timely manner through the schedule that has been negotiated between the contractor and the Brazos County.
4. The number of pallets to be picked up will vary depending on how much the County acquires between pickups. Contractor must specify how many pallets can be handled per load below.
5. Contractor must currently have and maintain throughout the term of contract, current permits, if needed, in order to haul pallets, from the necessary federal, state and local agencies.
6. Pallets are composition will be primarily wooden and all pallets must be taken regardless of condition.
7. Contractor must propose a dollar amount that they are willing to pay Brazos County for the pallets.
8. Contractor will be solely responsible for loading all pallets.
9. All payments will be made by check to Brazos County at PO Box 914 Bryan, TX 77803. Payment shall include a report that states the number of pallets and the pickup dates of each load. Payment terms are net 30 days.

10. Pallets are to be picked up once a month but is not limited to once a month. Brazos County will contract the contractor before the pick up with the number of pallets and time they can pick them up.

E. SPECIFICATIONS

The following is an estimate of your anticipated purchases and will be used ONLY for tabulation purposes. The specified estimates are not guaranteed minimums. Fill in the blanks with the unit price that is **firm** for the contract period.

Item#	Questions	Response
1	Contractor's Site Location:	5801 Sims Ln Cor Off Bryan, Tx
		From Brazos Co. Brazos County Detention Center.
2	Directions to the Contractor Site:	
3	Primary Point of Contact for each delivery:	Antonio Hernandez 817-219-8850
4	Secondary Point of Contact for each delivery:	Mark Graf 979-204-8981
5	Contractor's Site Hours of Operation:	8:00 - 5:00
6	How many pallets can be handled per load?	150
7.	Amount Contractor is willing to pay Brazos County for pallet:	80 ⁵⁰ / pallet
8.	Contractor's procedure for loading pallets to trailer/truck, list and describe all loading/hauling equipment to be used:	Pick up with goose-neck trailer and Donkey forklift
9.	Number of days needed in advance before pick up:	> 7 days

F. REFERENCES

Respondent(s) shall provide a list of at least three (3) references, where work comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the names, phone number and email of the company/entity for which the prior work was performed to contact these references. A negative reference may be grounds for disqualification of quote. Respondent(s) are not allowed to use Brazos County as a reference.

Company/Entity: Brazos County Detention Center

Contact: Work Crew Sergeant

Phone: 979-361-4815

Email: _____

--

Company/Entity: Texas Landscape Creations

Contact: Jeff David

Phone: 979-776-8873

Email: tlc@txlandscaper.com

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Company/Entity: _____

Contact: _____

Phone: _____

Email: _____

G. CERTIFICATION OF QUOTE

By signing the certification below, the Respondent verifies that all plans and specifications have been reviewed and are considered in the pricing attached. Prior to award, the Respondent also completes the Verification of No Delinquent Taxes or Fees form (V.T.C.A. LOCAL GOVERNMENT CODE §262.0276), Legislative Certification Form, and the Disclosure of Interested Parties (1295). These are available on the Brazos County Purchasing website. The undersigned affirms that they are duly authorized execute this contract, that this quote has not been prepared in collusion with any other Contractor, and that the contents of this quote have not been communicated to any other Contractor prior to the official opening of this quote.

Signed By: Mark Graf
Typed Name: Mark Graf Title: Manager
Company Name: Tri-Tex Grass
Phone: 979-204-8981
Mailing Address: 5901 E. Hwy 377
Granbury, Tx 76049
Email Address: mark@tritexgrass.com
Contractor Tax Identification #: 1-47-0939474-7

END OF INFORMAL QUOTE REQUEST NO. 24-109

By signing below, Brazos County agrees that this quote, 24-109, will be awarded as dictated on the associated quote tabulation sheet, to the Contractor whose name appears above and both parties agree to the terms and conditions contained herein.

By: [Signature]
Brazos County Commissioner's Court: DWANE PETERS, COUNTY JUDGE
Date: APRIL 23, 2024
Attest: [Signature]
Brazos County Clerk: KAREN MCQUEEN

The following items should be completed and included in your bid submission. Failure to include these items will disqualify your bid.


- ☐ References (Section F)
- ☐ All Addendums (if applicable)
- ☐ Certification of Bid (Section G)

BID TABULATION
24-109 Pallet Pick Up
April 01, 2024 - March 31, 2026

		Tri-Tex Grass
Questions:		Answers:
1	Contractor's Site Location:	5801 Sims Lane Cut Off Bryan, TX 77807
2	Directions to the Vendor Site:	From Brazos Co. Dentention Center. Turn right onto Sandy Point Rd. Turn right onto TX-21 St Hwy 21. Turn right onto Fazzino Ln. Turn right onto TX-OSR E. Turn left onto Sandy Point Rd and left onto Sims Lane Cutoff.
3	Primary Point of Contract for each delivery:	Antonio Hernandez - 817-219-8850
4	Secondary Point of Contact for each delivery:	Mark Graf - 979-204-8981
5	Contractor's Site Hours of Operation:	8am - 5pm
6	How many pallets can be handled per load?	150
7	Amount Contractor is willing to pay Brazos County per pallett:	\$0.50 each
8	Contractor's procedure for loading for loading pallets to truck/trailer, list and describe all loading/hauling equipment to be used:	Pickup with gooseneck trailer and donkey forklift

* Solicitation Attempted- No Bids Received, Contacted Previous Contractor

Recommend Award: Tri-Tex Grass

Approved by Commissioner's Court on this 23 day of APRIL, 2024 by
 holding the position of COUNTY JUDGE



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 4/23/2024

ITEM: Approval of Agreement #24-118 for Secure Short-Term Detention of Juvenile Offenders with Erath County.

TO: Commissioners Court

FROM: Josue Loyola

DATE: 04/18/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Partially_Executed_Agreement.pdf](#)

Description

Agreement.

Type

Backup Material

to secure the Outside Treatment at the expense of Juvenile Probation and agrees to indemnify and hold harmless Service Provider, its officers, directors, representatives, agents, shareholders and employees from any and all liability for charges for Outside Treatment. The Administrator shall notify the appropriate Juvenile Probation officials of Outside Treatment within twenty-four (24) hours of its occurrence.

C. Children from Juvenile Probation who are alleged to have engaged in delinquent conduct, or conduct indicating a need for supervision, as reflected in a Child in Need of Supervision Order (CINS) will be admitted to the facility under the authority of any juvenile court having jurisdiction or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the Erath County juvenile court in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the detention order must be delivered to the detention Facility prior to the child's re-admission.

D. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the facility administrator and staff of the Facility.

E. Acceptance of a child by the Facility will be determined by Brazos County Juvenile Facility Staff. Service Provider reserves the right to refuse admission of any child deemed inappropriate. Service Provider has resolved to operate the Facility in compliance with the Juvenile Justice and Delinquency Prevention Act, and therefore, Service Provider will not accept children whose detention would prevent the Facility from complying with the Juvenile Justice and Delinquency Prevention Act or those "juveniles who are charged with or has committed offenses that would not be criminal if committed by an adult or offenses which do not constitute violations of valid court order, or such non-offenders as dependent or neglected children." Section 223(a) (12) (A), Juvenile Justice Delinquency Prevention Act. No child who is intoxicated or in need of immediate medical attention will be accepted under any circumstances without having been seen, treated and released by a medical professional and given written medical clearance.

If a child is accepted by the Facility from Juvenile Probation and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally or physically unfit, dangerous, unmanageable, unsuitable for the program or combination of such conditions or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Service Provider shall notify Juvenile Probation of this determination. The child shall immediately be removed from the Facility but in no event longer than twenty four (24) hours after notification. It will be the responsibility of Juvenile Probation, at its expense, to provide for the transportation for the removal of the child. Any child not removed from the facility within 24 hours will be transported by Service Provider to Juvenile Probation and Juvenile Probation will be charged the cost of staff, time and fuel for the transportation. The daily rate of detention shall increase to \$200.00 for any child not removed within the 24-hour period.

Any damage to county property or juvenile facility fixtures will be paid for by the Juvenile Probation Department and charges will be filed against the juvenile with the Brazos County Sheriff's Department.

F. Service Provider agrees that the facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.

G. It is further understood and agreed by the parties that children placed in pre-adjudication care in the Facility shall be removed from the Facility by the appropriate authorities from Juvenile Probation, or its agents, servants or employees at the conclusion of the ten (10) day working period authorized by the court order issued at the conclusion of the initial detention hearing by the Judge of the appropriate juvenile court unless a new order has been issued authorizing the continued detention, and a copy of the new order has been delivered to the Facility, or unless a waiver of the ten (10) working day hearing has been executed and a signed copy of the waiver is received by the Facility. A copy of the order issued pursuant to the waiver shall be furnished to the Facility. The same understanding and agreement between the parties exists with the exception that court orders may authorize detention for up to fifteen (15) working days after the initial hearing and detention period.

H. It is further understood and agreed by the parties that, children may be released to the Probation Officer or other appropriate authority of Juvenile Probation pursuant to: (a) paragraph E of this Article, (b) an Order of Release signed by the Judge of the Juvenile Court of Erath County.

I. Service Provider shall be in compliance with all standards and requirements of the Texas Juvenile Justice Department and all applicable State and Federal law.

J. Service Provider shall provide twenty (24) hour supervision for each child, including the supervision by detention staff during sleeping hours in a Secure Facility.

K. Each child placed in the Facility shall be provided the opportunity to complete the Massachusetts Youth Screening Instrument (MAYSI-2) as required by the Texas Juvenile Justice Department. Facility personnel administering the MAYSI-2 shall be properly trained, sign the warning page, and document time and date administered. The MAYSI-2 shall then be promptly provided to Juvenile Probation of the detaining county.

L. Each child placed in the Facility shall be enrolled in an educational program. Special steps shall be taken to comply with the requirements of Special Education students and their needs.

M. It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Juvenile Probation, its agents, servants, or employees any way to manage, control, direct or instruct Service Provider, its directors, officers, employees, agents, shareholders and designees in any manner respecting its work, duties functions, or pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Erath County shall control the conditions and terms of detention supervision as to a particular child pursuant to the Texas Family Code, Section 51.12.

ARTICLE IV COMPENSATION

- 4.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay Service Provider the sum of \$150.00 per day; the cost includes any duration during a 24-hour period for each child. The daily rate shall be paid to Service Provider for each day a child is in detention. The cost is based on the projected actual cost of care for children in the facility.
- 4.02 Every child shall receive basic detention services. Additional services that require or request special accommodations, medications, including, but not limited to: psychological assessments, mental health care, medical treatment, Chapter 55 evaluations (fitness to proceed), special accommodation services, interpreters, special dietary needs, will be paid for by Juvenile Probation.
- 4.03 Psychological services may be provided to the child on an as needed basis at the request of the Juvenile Probation Department and shall be paid for by Juvenile Probation.
- 4.04 Service Provider will submit an invoice for payment of services to Juvenile Probation on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 4.05 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):
- A. If Service Provider has an outside audit completed on a yearly basis which specifies

receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.

- B. If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.

- 4.06 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- 4.07 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 4.08 Service Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.
- 4.09 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

ARTICLE V ADDITIONAL TERMS & AGREEMENTS

- 5.01 Prior to transporting a child to the Facility for placement in detention, Juvenile Probation shall call the Facility to ensure the child will be considered for acceptance. Placement of children by authorized officers of Juvenile Probation may be denied as determined by the Facility.
- 5.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order/authorization from the Juvenile Court of Erath County.

ARTICLE VI EXAMINATION OF PROGRAM & RECORDS

- 6.01 Service Provider agrees that it will permit Juvenile Probation to examine and evaluate its program of services provided under the terms of this agreement and/or to review its record periodically. This examination and valuation of the program may include site visitation, observation of programs in operation, interview and the administration of questionnaires to the staff of Service Provider and the children when deemed necessary.
- 6.02 Service Provider shall provide to Juvenile Probation such descriptive information on contracted children as requested on forms provided by Juvenile Probation.
- 6.03 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Juvenile Probation any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement.

- 6.04 Service Provider will keep a record of services provided to Juvenile Probation under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Juvenile Probation. Service Provider will maintain the records (as referenced above) for seven (7) years after the termination of this Agreement.
- 6.05 Service Provider understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Service Provider further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Service Provider will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Service Provider and the requirement to cooperate is included in any subcontract it awards.

ARTICLE VII
CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to children involved in Juvenile Probation and shall not disclose the information except as required to perform the services to be provided pursuant to this Agreement, or as may be required by law.

ARTICLE VIII
DUTY TO REPORT

- 8.01 Allegations Occurring inside the Facility. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, and any of its employees, interns, volunteers, or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death, or other serious incident involving a child in a juvenile justice facility or juvenile justice program in the following manner:
- A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:
1. Local law enforcement agency; and
 2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6716 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and
 3. With respect to juveniles placed by Juvenile Probation, the TJJD Incident Report Form shall also be sent to Juvenile Probation within 24 hours at facsimile number 254-965-1416 and Service Provider shall contact Juvenile Probation by telephone at 254-965-1419 within 24 hours.
- B. For allegations and incidents of sexual abuse or serious physical abuse:
1. Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;
 2. Texas Juvenile Justice Department shall be notified immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile number 1-512-424-6716 or by email at abuseneglect@tjjd.texas.gov and

3. With respect to children placed by Juvenile Probation, the TJJD Incident Report Form shall also be sent to Juvenile Probation within 24 hours at facsimile number 254-965-1416.

- 8.02 Allegations Occurring Outside the Facility. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider of a program or facility, shall be immediately reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.
- 8.03 As used within this Agreement:
- A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence or an alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program.
 - B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault or youth sexual conduct.
 - C. Sexual abuse is conduct committed by any person against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact.
 - D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic or dental.
 - E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves juveniles under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing juveniles under juvenile court jurisdiction.
 - F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile board that serves juveniles under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

ARTICLE IX CRIMINAL HISTORY SEARCHES

- 9.01 Criminal history searches shall be conducted by Service Provider for any and all of its employees, interns, volunteers or contractors providing services in a juvenile justice facility or juvenile justice program that may have direct unsupervised access to children in the facility or program.
- 9.02 Criminal history searches shall include the following:
- A. Texas criminal history fingerprint-based criminal history background search through the Texas Department of Public Safety.

- B. Local law enforcement sex offender registration records check through the Public Sex Offender Registry on the Texas Department of Public Safety website.
 - C. Federal Bureau of Investigation fingerprint-based criminal history background search at the National Crime Information Center; internet-based searches shall not be used to conduct this background search.
- 9.03 A copy of the initial criminal history report required by this Agreement and any reports reflecting subsequent criminal activity shall be maintained for monitoring purposes for whichever of the following occurs later: duration of the individual's employment or period of service; minimum of three (3) years; or until any pending litigation, claim, audit or review and all questions arising therefrom have been resolved.
- 9.04 As used within this Agreement, a disqualifying criminal history is a history that includes any one of the following:
- A. A felony conviction against the laws of this state, another state, or the United States within the past ten (10) years;
 - B. A deferred adjudication for a felony against the laws of this state, another state, or the United States within the past ten (10) years;
 - C. A current felony deferred adjudication, probation or parole;
 - D. A jailable misdemeanor conviction against the laws of this state, another state, or the United States within the past five (5) years;
 - E. A deferred adjudication for a jailable misdemeanor against the laws of this state, another state, or the United States within the past five (5) years;
 - F. A current jailable misdemeanor deferred adjudication, probation or parole; or
 - G. The requirement to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure.
- 9.05 In addition to the criteria and time frames set forth in the above definition of disqualifying criminal history, an individual must not have direct unsupervised access to children in a facility or program until at least one year has elapsed since the completion of any period of incarceration, community supervision, or parole.
- 9.06 Any of Service Provider's employees, interns, volunteers or contractors with a disqualifying criminal history shall be prohibited from having direct unsupervised access to children in a juvenile justice facility or a juvenile justice program.
- 9.07 Juvenile Probation reserves the right, in its sole discretion, to prohibit any individual with a prior criminal history from being placed in a position that involves direct unsupervised contact with children.

ARTICLE X
DISCLOSURE OF INFORMATION

- 10.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Juvenile Probation, and agrees that it shall have an ongoing affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail this same information to Juvenile Probation:
- A. Any and all corrective action required by any of Service Provider's licensing authorities;

- B. Any and all litigation filed against Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children;
 - C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of Service Provider that has direct contact with children;
 - D. Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with children was the alleged or designated perpetrator;
 - E. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children that are registered sex offenders; and
 - F. The identity of any of Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with children that have a criminal history. For the purpose of this Agreement, the term "criminal history" shall include: (1) current felony or misdemeanor probation or parole; (2) a felony conviction or deferred adjudication within the past ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.
- 10.02 Service Provider agrees and understands it has an affirmative and ongoing duty to ascertain and disclose to Juvenile Probation any and all of the foregoing information as to any individual, whether an existing employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider, prior to placing that individual in a position that involves direct unsupervised contact with juveniles in a juvenile justice facility or juvenile justice program.

ARTICLE XI
EQUAL OPPORTUNITY

- 11.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. It will not unlawfully discriminate against employee, prospective employee, child, childcare provider, or parent on the basis of race, sex, religion, disability, or national origin. Service Provider shall abide by all applicable federal, state and local laws and regulations.

ARTICLE XII
ASSIGNMENT & SUBCONTRACT

- 12.01 Service Provider may not assign or subcontract any of its rights, duties and /or obligations arising out of this Agreement without the written consent of Juvenile Probation.

ARTICLE XIII
OFFICIALS NOT TO BENEFIT

- 13.01 No officer, employee or agent of Juvenile Probation and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried who exercise any functions or responsibilities in the project, shall participate in any decision relating to this Agreement which affects or conflicts with his/her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV
DEFAULT

- 14.01** Juvenile Probation may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:
- A.** If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
 - B.** If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.

ARTICLE XV
TERMINATION

- 15.01** This Agreement may be terminated for any reason:
- A.** By either party upon ten (10) days written notice to the other party of the intention to terminate; or
 - B.** Upon expenditure of available funds.
- 15.02** If at any time during the term of this agreement Juvenile Probation, in its sole discretion, determines that the safety of children being served under this Agreement may be in jeopardy, Juvenile Probation may immediately suspend the effect of this Agreement, including but not limited to the obligation to pay, upon giving notice to the Service Provider.

ARTICLE XVI
WAIVER OF SUBROGATION

- 16.01** Service Provider expressly waives any and all rights it may have of subrogation to any claims or rights of its employees, agents, owners, officers, or subcontractors against Juvenile Probation. Service Provider also waives any rights it may have to indemnification from Juvenile Probation.

ARTICLE XVII
REPRESENTATIONS & WARRANTIES

- 17.01** Service Provider hereby represents and warrants the following:
- A.** That it has all necessary right, title, license and authority to enter into this Agreement;
 - B.** That it is qualified to do business in the State of Texas; that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business and that there are no taxes due and owing to the State of Texas, the County of Brazos or any political subdivision thereof;
 - C.** Brazos County will maintain in force policies of general liability insurance against loss to any person (\$100,000.00) or property occasioned by acts (\$100,000.00) or omissions of Service Provider providing limits of \$300,000.00 per occurrence for bodily injury and \$100,000.00 per occurrence of property damage. Certificate of Liability Insurance shall be furnished to Juvenile Probation. Furthermore, Juvenile Probation shall be notified immediately upon any changes in the status of the insurance policy and shall promptly furnish updated certificates of insurance to Juvenile Probation.

- D. That all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained to report allegations or incidents of abuse, exploitation, neglect, death or serious incidents involving a child under the supervision of Juvenile Probation in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department administrative rules regarding abuse, neglect, exploitation, death or serious incidents; and that, if it has employees, interns, volunteers, subcontractors, agents and/or consultants that have contact with children in a juvenile justice facility or juvenile justice program, then it shall prominently post in all public and staff areas of any and all of its offices/facilities, both the English and Spanish language versions of the following official notice forms that are available on the Texas Juvenile Justice Department website: *Notice to Public Regarding Abuse, Neglect and Exploitation* and *Notice to Employees Regarding Abuse, Neglect and Exploitation*.

ARTICLE XVIII
TEXAS LAW TO APPLY

- 18.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazos County, Texas.

ARTICLE XIX
VENUE

- 19.01 Exclusive venue for any litigation arising from this Agreement shall be in Brazos County, Texas.

ARTICLE XX
LEGAL CONSTRUCTION

- 20.01 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

ARTICLE XXI
PRIOR AGREEMENTS SUPERSEDED

- 21.01 This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral Agreement between the parties respecting the within subject matter.

This Contract and Agreement is executed with the declared intention of the parties that this Contract and Agreement is a contract providing for the care of children who have allegedly committed an act of delinquency or an act indicating a need for supervision, and payment for such care will be made by Juvenile Probation for the children placed in the Facility by the Judge of Erath County having juvenile jurisdiction.

ARTICLE XXII
PRISON RAPE ELIMINATION ACT

- 22.01 Service Provider shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual abuse and sexual harassment of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual abuse and sexual harassment in facilities housing adult and juvenile Offenders. [PREA §115.312(a)]

Under PREA, Service Provider is complying with PREA standards [PREA §115.312(b)] and shall make available to the CJPO all incident-based aggregated data reports of sexual abuse at its facility within 24-hours of the

allegation, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30th [PREA §115.387(e) and (f)]

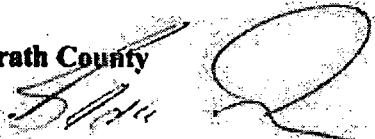
Erath County Juvenile Probation

 3/21/2024
Chief Juvenile Probation Officer


Brazos County Juvenile Justice Center


Linda Ricketson, Executive Director

Erath County


Authorized Official Erath County
Juvenile Board Chair
3/12/24

Brazos County


Juvenile Board Chair
Authorized Official

BRAZOS COUNTY COMMISSIONERS COURT

ON APRIL 23, 20 24, FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

By: 

Duane Peters, County Judge
200 S. Texas Ave., Ste. 332
Bryan, TX 77803
Phone: 979-361-4102
Fax: 979-361-4503



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 4/23/2024

ITEM: Approval of Renewal Contract #25-001R for Pest Control Services with Allstar Pest Control Services.

TO: Commissioners Court

FROM: Summer Dubec

DATE: 04/16/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Fully Executed Contract - AllStar Pest Control.pdf	Original Contract	Backup Material
25-001R Tabulation.pdf	Tabulation	Backup Material
Partially Executed Renewal.pdf	Renewal	Backup Material



Brazos County Purchasing Department

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

April 1, 2024

Allstar Pest Control
8899 Greenbranch Loop
Bryan, TX 77808

Re: *Renewal of Contract # 25-001R for Pest Control Services for Brazos County.*

Brazos County appreciates the quality work your company has provided and would like to exercise the renewal option for *Pest Control Services 25-001R, previously known as 21-008, 23-002R, and 24-008R.*

All terms, conditions, and pricing shall remain the same. This renewal term will be for one year from October 1, 2024 to September 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 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: Billy Hoyt Title: Owner

E-Mail: allstarpestcontrolbcs@gmail.com Telephone: 979.229.2855

ALLSTAR PEST CONTROL

Billy Hoyt
Authorized Signature

4/1/2024
Date

BRAZOS COUNTY
Duane Peters
Duane Peters, County Judge

4/23/2024
Date

25-001R Pest Control Services, also known as 21-008, 23-002R, 24-008R

October 1, 2024 - September 30, 2025

	Allstar Pest Control
1 Brazos County Courthouse	\$90.00
2 Tax Office	\$35.00
3 Facility Services	\$35.00
4 Health Department	\$30.00
5 Adult Probation / Annex Building	\$35.00
6 Brazos Center / Museum	\$65.00
7 Arena Hall	\$30.00
8 Agricultural Extension Building	\$30.00
9 New Agricultural Extension Building	\$45.00
10 Road & Bridge Buildings	\$30.00
11 Brazos County Detention Facility to include Gnat Control	\$240.00
12 Juvenile Justice / Detention Center	\$90.00
13 Brazos County Administration Building	\$40.00
14 Sheriff's Office Administration Building	\$30.00
15 Maxwell Building / IT Building	\$35.00
16 Exposition Center	\$95.00
17 Brazos County Storage / Anderson Street	\$25.00
18 Justice of the Peace Pct. 3	\$30.00
19 Low Risk Facility	\$35.00
20 Old MHMR Building	\$35.00
21 Election's Office / Employee Health Clinic	\$30.00
Boonville Heritage Park (Main Cabin, Courthouse, Lodge, Restrooms, & Smokehouse)	\$45.00
22 Smokehouse	\$45.00
23 Facility Services (Hwy 21 Location)	\$30.00
24 Fleet	\$30.00
25 BISD Building	\$75.00
26 Constable/JP Pct 1	\$35.00
Boonville Heritage Park Termite Treatment (Main Cabin and three small cabins)	\$300.00
27 cabins	\$300.00
28 Facilities Services Termite Treatment Maintenance	\$495.00
TOTAL:	\$2,120.00
29 Bed Bug Spray - Per Cell (Detention Centers Only) - As needed basis	\$100.00 per Cell
30 Facilities Services Initial Termite Treatment	\$3,782.50

RECOMMEND AWARD TO: AllStar Pest Control

Approved by Commissioner's Court on this 23 day of APRIL, 2024 by [Signature] holding the position of COUNTY JUDGE

**PEST CONTROL SERVICES
CONTRACT**

BRAZOS COUNTY PURCHASING DEPT.

200 S. Texas Ave., Ste. 352

Bryan, Texas 77803

Telephone (979) 361-4292

Contract No. 21-008

Page 1 of 9 Pages

GENERAL REQUIREMENT FOR CONTRACT

I, Billy Hayt as a duly authorized representative of Allstar Pest Control "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 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.

Contractor assumes all risk for its agents, employees, and guests arising out of, or related to, their exposure to other human beings and/or animals for the spread of illness or disease, including but not limited to germs, viruses, bacteria, and other infective or illness causing agents, and shall indemnify, defend, and hold Contract harmless for any such exposure.

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 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 \$ 1,000,000 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:

Phone Number:

Billing Info:

Billy Hoyt 979-229-2855 8899 Greenbranch Loop
Bryan, TX 77808

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 not 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 for 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: Allstar Pest Control

Authorized Company Representative: Billy Hoyt

Address: 8899 Greenbranch Loop, Bryan, TX 77808

Signature: Billy Hoyt

Date: August 10, 2020 Contract #: 21-008

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: Billy Hoyt Title: Owner

Typed Name: Billy Hoyt

Company Name: Allstar Pest Control Phone No. 979-229-2855

Email Address: allstarpestcontrolbcs@gmail.com

Mailing Address: 8899 Greenbranch Loop Bryan, TX 77808
P. O. Box or Street City State Zip

Employer Identification Number: 80-0342610

Approved by Commissioners' Court on this 25 day of August 2020 by

 Holding the position of County Judge

EXHIBIT "A"
IQ 21-008 Pest Control Services
Contract Term: October 1, 2020 – September 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 21-008, Pest Control Services". 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., Tuesday, August 18, 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 quotes for pest control services for all Brazos County locations. Prices quotes shall be for a two (2) year period with an option for renewal for three (3) additional one (1) year periods.

A. SPECIFICATIONS

1. Inspection and treatment services will be provided monthly, to include the perimeters of all buildings listed below.
2. Contractor shall furnish all professional services, labor, materials, and equipment.
3. All materials shall be registered with Environmental Protection Agency and will be used in strict accordance with label directions.
4. Pests to be controlled on a monthly basis are roaches, silverfish, crickets, spiders, mice, rats, and ants (ant bets that are outside should be included in cost provided below).
5. Work must be guaranteed so that if, at any time during the contract, a re-infestation should occur, contractor will re-treat affected area(s) at no additional cost.
6. When each building is sprayed, an employee must sign appropriate paper work for that building extermination. The contractor must then take invoices or extermination receipts to the Facility Services Building; located at 207 North Washington Ave; Bryan, TX 77803; the day the services takes place.
7. All notifications of treatment required by law or product labeling; are the sole responsibility of the contractor.
8. Treatment of bed bugs will be on an as needed basis and quoted differently than the monthly inspection and treatment services. These treatments are needed at both the adult and juvenile detention centers and services will be on an as needed basis. Please quote, per cell, in the quote section below.

9. Brazos County has the right to add or remove buildings to the contract with an amendment and agreed quote from the best control vendor.

B. AREAS TO BE TREATED:

1. Brazos County Courthouse
 - i. Located at 300 East 26th Street; Bryan, TX 77803
2. Tax Office
 - i. Located at 4151 County Court Park; Bryan, TX 77802
3. Facilities Services
 - i. Located at 207 North Washington Ave; Bryan, TX 77803
4. Health Department
 - i. Located at 201 North Texas Ave; Bryan, TX 77803
5. Adult Probation / Annex Building
 - i. Located at 321 East 26th Street; Bryan, TX 77803
6. Brazos Center / Museum
 - i. Located at 3232 Briarcrest Dr.; Bryan, TX 77802
7. Arena Hall
 - i. Located at 2906 Tabor Road; Bryan, TX 77803
8. Agricultural Extension Building
 - i. Located at 2619 West Highway 21; Bryan, TX 77802
9. Road & Bridge Buildings
 - i. Located at 2617 West Highway 21; Bryan, TX 77802
10. Brazos County Detention Facility
 - i. Located at 1835 Sandy Point Road; Bryan, TX 77803
11. Juvenile Justice / Detention Center at Portables
 - i. Located at 1904 West Highway 21; Bryan, TX 77803
12. Brazos County Administration Building
 - i. Located at 200 South Texas Ave.; Bryan, TX 77803
13. Sheriff's Office Administration Building
 - i. Located at 1700 Highway 21 West; Bryan, TX 77803
14. Maxwell Building / IT Building
 - i. Located at 205 East 27th Street; Bryan, TX 77803
15. Exposition Center
 - i. Located at 5827 Leonard Road; Bryan, TX 77807
16. Brazos County Storage / Anderson Street
 - i. Located at 1500 George Bush Drive; College Station, TX 77840
17. Justice of the Peace Pct. 3
 - i. Located at 1500 George Bush Drive; College Station, TX 77840
18. Low Risk Facility
 - i. Located at 1871 Sandy Point Road; Bryan, TX 77803
19. Old MHMR Building
 - i. Located at 302 East 24th Street; Bryan, TX 77803
20. Elections Office
 - i. Located at 300 East William Joel Bryan Parkway; Bryan, TX 77803
21. Boonville Heritage Park (Main Cabin, Courthouse, Lodge, Restrooms & Smokehouse)
 - i. Located at 2421 Boonville Rd; Bryan, TX 77808
22. Facilities Services (Hwy 21 Location)
 - i. Located at 4801 Texas Highway 21, Bryan, TX 77803

Exhibit A

Page 2 of 5

23. Bed Bug Only – Detention Centers

- i. Brazos County Detention Facility – Address above
- ii. Juvenile Justice / Detention Center at Portables – Address above

C. 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.

D. 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.

E. 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 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.

F. 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 21-008, Pest Control Services". 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., Tuesday, August 18, 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.

	Building / Location	Cost / Month
1	Brazos County Courthouse	\$ 90
2	Tax Office	\$ 35
3	Facility Services	\$ 35
4	Health Department	\$ 30
5	Adult Probation / Annex Building	\$ 35
6	Brazos Center / Museum	\$ 65
7	Arena Hall	\$ 30
8	Agricultural Extension Building	\$ 30
9	Road & Bridge Buildings	\$ 30
10	Brazos County Detention Facility	\$ 90
11	Juvenile Justice / Detention Center	\$ 75
12	Brazos County Administration Building	\$ 40
13	Sheriff's Office Administration Building	\$ 30
14	Maxwell Building / IT Building	\$ 35
15	Exposition Center	\$ 95
16	Brazos County Storage / Anderson Street	\$ 25
17	Justice of the Peace Pct. 3	\$ 30
18	Low Risk Facility	\$ 35
19	Old MHMR Building	\$ 35
20	Election's Office	\$ 30
21	Boonville Heritage Park (Main Cabin, Courthouse, Lodge, Restrooms, & Smokehouse)	\$ 45
22	Facilities Services (Hwy 21 Location)	\$ 30

TOTAL		\$ 975
23	Bed Bug Spray – Per Cell (Detention Centers Only) – As needed basis	\$ 100 per cell

G. 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: Allstar Pest Control

Tax ID #: 80-0342610

Address: 8899 Greenbranch Loop, Bryan, TX 77808

Email: allstarpestcontrolbcs@gmail.com

Telephone #: 979-229-2855

Printed Name: Billy Hoyt

Signature of Authorized Representative: Billy Hoyt



Brazos County Purchasing Department

200 S. TX. AVE., STE 352
PHONE (979) 361-4292

BRYAN, TX 77803
FAX (979) 361-4293

Addendum #1 to 21-008 Pest Control Services

Issued: August 6, 2020
Change: Change in Auto Liability Insurance
Reason: Changing the Auto Liability Insurance requirement from \$1,000,000.00 to \$500,000.00. Please cross this out of the contract and add the new pricing and initial.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum:

Signature:

Printed Name:

Billy Hoyt
Billy Hoyt



BILLHOY-01

JTAMAYO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/4/2020

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).

PRODUCER Dexter & Company of Central Texas, Inc. 4030 Highway 6 S. Ste. 310 College Station, TX 77845	CONTACT NAME:	
	PHONE (A/C, No, Ext): (979) 764-8444	FAX (A/C, No): (979) 694-7603
INSURED Billy Hoyt, dba Allstar Pest Control 8899 Green Branch Loop Bryan, TX 77808	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Markel Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
38970		

COVERAGES

CERTIFICATE NUMBER:

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N	N/A	X	MWC0145739-01	4/12/2020	4/12/2021	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

The General 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 Broadening Endorsement with "Primary and Non-Contributory" wording. Waiver of Subrogation provided only when there is a written contract between the named insured and the certificate holder that requires such status. The Worker's Compensation Policy includes Blanket Waiver of Subrogation.

CERTIFICATE HOLDER

CANCELLATION

Brazos County
200 S Texas Ave Suite 352
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



ALLST01

OP ID: CP

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
10/01/2019

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).

PRODUCER Time Insurance Agency, Inc. 1405 East Riverside Drive Austin, TX 78741 Time Insurance Agency, Inc.	512-447-7773	CONTACT Time Insurance Agency, Inc. NAME: PHONE (A/C, No, Ext): 512-447-7773 FAX (A/C, No): 512-440-0989 E-MAIL: ADDRESS:																					
INSURED Allstar Pest Control Billy J. Hoyt 8899 Greenbranch Loop Bryan, TX 77808		<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Gemini Insurance Co</td><td>10833</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Gemini Insurance Co	10833	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:****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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	<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:			LGL0000601-06	10/01/2019	10/01/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000	MED EXP (Any one person)	\$	5,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COMP/OP AGG	\$	2,000,000		\$	
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td></td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td></td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td></td></tr></table>	PER STATUTE	OTH-ER		E.L. EACH ACCIDENT	\$		E.L. DISEASE - EA EMPLOYEE	\$		E.L. DISEASE - POLICY LIMIT	\$										
PER STATUTE	OTH-ER																											
E.L. EACH ACCIDENT	\$																											
E.L. DISEASE - EA EMPLOYEE	\$																											
E.L. DISEASE - POLICY LIMIT	\$																											

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

The General Liability policy includes a blanket automatic additional insured endorsement (provision) that provides additional insured and waiver of subrogation status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER**BRAZOSC**

Brazos County Purchasing Dept.
200 S. Texas Ave. #352
Bryan, TX 77803

CANCELLATION

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/3/2020

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).

PRODUCER GEICO One GEICO Boulevard Fredericksburg, VA 22412	CONTACT NAME: GEICO
	PHONE (A/C, No, Ext): 1-866-609-9444 FAX (A/C, No):
	Email Address: R1COMMEND@GEICO.COM
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: GOVERNMENT EMPLOYEES INSURANCE COMPANY 22063
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED
BILLY J HOYT
DBA ALL-STAR PEST CONTROL
8899 Green Branch Loop
BRYAN, TX 77808

COVERAGES**CERTIFICATE NUMBER:****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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED. EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG. \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			9100016101 09	4/26/2020	4/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2014 CHEVROLET 1500 VEHICLE IDENTIFICATION NUMBER (VIN): 3GCPCPEHXEG204580;
2019 DODGE RAM 1500 VEHICLE IDENTIFICATION NUMBER (VIN): 1C6RREGT4KN650778

CERTIFICATE HOLDER

BRAZOS COUNTY
200 S TEXAS AVE STE 352
BRYAN, TX 77803-3999

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHOR/70 REPRESENTATIVE



21-008 Addendum 1

Pest Control Services

Issue Date: 7/31/2020

Questions Deadline: 8/11/2020 05:00 PM (CT)

Response Deadline: 8/18/2020 02:00 PM (CT)

Brazos County

Contact Information

Contact: Ms. Kaitlyn Nachlinger Buyer III

Address: Purchasing

County Administration Building

Ste. 352

200 South Texas Ave.

Ste. 352

Bryan, TX 77803

Phone: (979) 361-4285

Email: knachlinger@brazoscountytexas.gov

Event Information

Number: 21-008 Addendum 1
Title: Pest Control Services
Type: Brazos County- Informal Quotations- Manual
Issue Date: 7/31/2020
Question Deadline: 8/11/2020 05:00 PM (CT)
Response Deadline: 8/18/2020 02:00 PM (CT)

Ship To Information

Contact: Charles Wendt
Address: Purchasing
County Administration Building
Ste. 352
200 South Texas Ave.
Ste. 352
Bryan, TX 77803
Phone: (979) 361-4290
Fax: (979) 361-4293

Billing Information

Address: Auditor's Office
PO Box 914
Bryan, TX 77806
Phone: (979) 361-4350
Email: mconkel@brazoscountytexas.gov

Bid Attachments

Service Contract - Pest Control Services.pdf

Service Contract

[View Online](#)

Exhibit A - Pest Control Services.pdf

Exhibit A

[View Online](#)

Addendum #1.pdf

Addendum #1

[View Online](#)

Supplier Information

Company Name: Allstar Pest Control

Contact Name: Billy Hoyt

Address: 8899 Greenbranch Loop
Bryan, Tx 77808

Phone: 979-229-2855

Fax:

Email: allstarpestcontrolbcs@gmail.com

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Billy Hoyt

Print Name

Billy Hoyt

Signature



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 4/23/2024

ITEM: Approval of Renewal Contract #25-003R Water Treatment with Global Water Technology.

TO: Commissioners Court

FROM: Summer Dubec

DATE: 04/17/2024

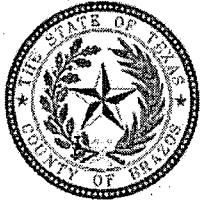
FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Fully Executed Contract - Fort Bend Services.pdf	Original Contract	Backup Material
Partially Executed Renewal.pdf	Renewal	Backup Material



Brazos County Purchasing Department

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

April 5, 2024

Global Water Technology
354 West Armory
South Holland, IL 60473

Re: Renewal of Contract #25-003R for Water Treatment for Brazos County.

Brazos County appreciates the quality work your company has provided and would like to exercise the renewal option for *Water Treatment 25-003R, previously known as 24-014R, 23-005R and 21-010.*

All terms, conditions, and pricing shall remain the same. This renewal term will be for one year from October 1, 2024 to September 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 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: Patrick Morgan Title: CSO

E-Mail: pmorgan@gwt-inc.com Telephone: 708-349-0991

Global Water Technology, Inc.

Patrick Morgan

Authorized Signature

4-10-2024

Date

BRAZOS COUNTY

Duane Peters
Duane Peters, County Judge

4/23/2024

Date

**WATER TREATMENT
SERVICE CONTRACT**

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

**Contract No. 21-010
Page 1 of 9 Pages**

GENERAL REQUIREMENT FOR CONTRACT

I, Joey Anderson as a duly authorized representative of Fort Bend Services, Inc.
"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 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 \$ 1,000,000 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:
Joe Strauch

Phone Number:
281-875-5272

Billing Info:
Tammy Faber-281-261-5199
Ext. 103

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.

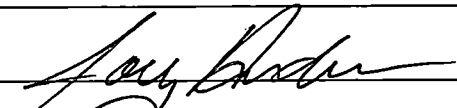
Pursuant to Section 2270.001, Texas Government Code:

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: Fort Bend Services, Inc.

Authorized Company Representative: Joey Anderson Chemical Sales Manager

Address: 13303 Redfish Lane

Signature: 

Date: 8/3/2020

Contract #: 21-010

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: Chemical Sales Manager

Typed Name: Joey Anderson

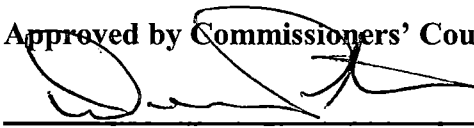
Company Name: Fort Bend Services, Inc. Phone No. 281-261-5199

Email Address: janderson@fortbendservices.com

Mailing Address: P.O. Box 1688 Stafford Texas 77497
P. O. Box or Street City State Zip

Employer Identification Number: 74-2144642

Approved by Commissioners' Court on this 18 day of Aug 2020 by

 Holding the position of County Judge



Brazos County Purchasing Department

200 S. TX. AVE., STE 352 BRYAN, TX 77803
PHONE (979) 361-4292 FAX (979) 361-4293

Addendum #1 to IQ 21-010 Water Treatment

Issued: July 27, 2020

Change: Provision to add a site visit, delaying the question deadline, and submission deadline

Reason: Due to questions on wanting to see the units we will have a pre-bid meeting on August 3, 2020 at 9:00 AM, CST. Please be at the front doors of the Courthouse at this time to start the pre-bid. Anyone who is late will not be able to inspect the units. We will then go around to every location to inspect each unit individually. No additional inspection times will be available.

The question deadline is delayed to August 4, 2020 at 5:00 PM CST. And we have pushed back the submission deadline to August 7, 2020 at 2:00 PM CST.

This addendum should be signed by an authorized representative of the respondent and returned with the bid documents as specified in the bid.

Acknowledgement of Addendum:

Signature: _____

Printed Name: Joey Anderson- Chemical Sales Manager



FORTBEN-03

RACHWA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/15/2020

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).

PRODUCER Carroll Insurance Agency Ltd. 14906 FM 529 Houston, TX 77095	CONTACT NAME:	FAX (A/C, No): (281) 656-3001	
	PHONE (A/C, No, Ext): (281) 656-3000	E-MAIL ADDRESS: Service@carrollins.com	
INSURED Fort Bend Services, Inc. P. O. Box 1688 (77497) 13303 Redfish Lane Stafford, TX 77477-1688	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : AIG Specialty Insurance Co.		26883
	INSURER B : Commerce and Industry Ins Co		19410
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EG14674183	6/21/2020	6/21/2021	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 25,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA4784921	6/21/2020	6/21/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EGU14681004	6/21/2020	6/21/2021	EACH OCCURRENCE \$ 4,000,000
							AGGREGATE \$ 4,000,000
							\$
							\$
							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						

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

CERTIFICATE HOLDER

CANCELLATION

Bid Purposes Only

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



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2742264

DATE (MM/DD/YYYY)
09/17/2019

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).

PRODUCER Lockton Companies, LLC 2100 Ross Ave., Suite 1400 Dallas, TX 75201	CONTACT NAME:		
	PHONE (A/C No,Ext): 214-771-4411 E-MAIL ADDRESS: wc@resourcingedge.com	FAX (A/C, No):	
INSURED Resourcing Edge I, LLC L/C/F Fort Bend Services, Inc 1309 Ridge Rd., Suite 200 Rockwall, TX 75087	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Indemnity Insurance Co. of North America		43575
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES	CERTIFICATE NUMBER:	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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS- <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
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 <input type="checkbox"/>	N/A	C66694276	10/01/2019	10/01/2020	<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

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

CERTIFICATE HOLDER**CANCELLATION**

2742264

Bid Purposes Only

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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★

GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1742144642200
File/Vendor Number:	032191
Approval Date:	23-MAR-2017
Scheduled Expiration Date:	23-MAR-2021

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

FORT BEND SERVICES INC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 24-MAR-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

Fort Bend Services Inc DBA Fort Bend Services, Inc.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change in the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

NAICS: 325998, 221310, 424690
UNSPSC: 12000000, 12162400, 12162401,
12165101, 12165103, 12165104, 13111007,
13111009, 47101500, 47101600, 77121704,
83101506

Certification Number: WOSB171002

Expiration Date: July 31, 2021



A handwritten signature in cursive script, reading "April Day".

April Day, Women's Business Enterprise Alliance
President

A handwritten signature in cursive script, reading "Pamela Prince-Eason".

Pamela Prince-Eason, WBENC President & CEO

A handwritten signature in cursive script, reading "Laura Taylor".

Laura Taylor, WBENC Vice President

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Fort Bend Services Inc DBA Fort Bend Services, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.

Certification Granted: July 5, 2017

Expiration Date: July 31, 2021

WBENC National Certification Number: WBE1701256



Authorized by April Day, President Women's Business
Enterprise Alliance

NAICS: 325998, 221310, 424690

UNSPSC: 12000000, 12162400, 12162401, 12165101, 12165103, 12165104, 13111007, 13111009, 47101500, 47101600, 77121704, 83101506

@ Center for Women & Enterprise

Great Lakes
Women's
Business
Council

WOMEN'S
BUSINESS

WOMEN'S
BUSINESS
COUNCIL
SOUTHWEST

WOMEN'S
BUSINESS
DEVELOPMENT
CENTER

WBENC EAST
APPROVED BY THE NATIONAL COUNCIL

WBENC FLORIDA
APPROVED BY THE NATIONAL COUNCIL

WBENC ORV
APPROVED BY THE NATIONAL COUNCIL

WBENC PACIFIC
APPROVED BY THE NATIONAL COUNCIL

WBENC SOUTH
APPROVED BY THE NATIONAL COUNCIL

WBENC WEST
APPROVED BY THE NATIONAL COUNCIL

WOMEN PRESIDENTS'
Educational Organization

EXHIBIT "A"
IQ 21-010 WATER TREATMENT
Contract Term: October 1, 2020 – September 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 21-010, Water Treatment". Include the signed Contract and a copy of the required insurance with the submission of quotes. Quotes must be received by the Brazos County Purchasing Department prior to 2:00 p.m., Tuesday, August 4, 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 quotes for water treatment for seven (7) Brazos County Buildings. Prices quoted shall be for a two (2) year period with an option for renewal for three (3) additional one (1) year periods.

A. SPECIFICATIONS:

1. Supply and maintain correct chemical balance of micro biocide and corrosion inhibitor and perform quarterly inspections for the chilled water closed loop systems and the heating water closed loop systems.
 - a. Quarterly Inspection and water test of eight (8) chilled water closed loop systems
 - b. Quarterly Inspection and water test of nine (9) heating water closed loop systems

LOCATION OF FACILITIES TO BE COVERED:

- a. Brazos County Courthouse, 300 E. 26th Street, Bryan, TX 77803 (1 of each)
- b. Brazos Center, 3232 Briarcrest Drive, Bryan, TX 77802 (1 of each)
- c. Brazos County Detention Center, 1835 Sandy Point Rd, Bryan, TX 77803 (3 of each)
- d. Brazos County Sheriff's Office, 1700 Highway 21 West, Bryan TX 77803 (1 of each)
- e. Brazos County Exposition Center, 5827 Leonard Rd, Bryan, TX 77808 (1 of each)
- f. Brazos County Administration Building, 200 S. Texas Ave, Bryan, TX 77803 (1 of each)
- g. Brazos County Health Department, 201 North Texas Ave, Bryan TX 77803 (1 heating loop only)

2. Supply and maintain correct chemical balance of micro biocide and corrosion inhibitor and perform monthly inspection for the cooling tower open loop system.

LOCATION OF FACILITIES TO BE COVERED:

- a. Brazos County Courthouse, 300 E. 26th Street, Bryan, TX 77803 (1)

C. INSURANCE REQUIREMENTS

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

D. 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.

E. 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 Online Bidding System located at <https://brazosbid.ionwave.net>. Any questions received via email or phone call will not be answered.

F. 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 21-010, Water Treatment". Include the signed Contract and a copy of the required insurance with the submission of quotes. Quotes must be received by the Brazos County Purchasing Department prior to 2:00p.m., Tuesday, August 4, 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.

Type of Inspection and Treatment	Cost per Inspection/Treatment	Quantity	Total for all Inspections/Treatment
Closed Water Loop (Quarterly)	\$20.00	17	\$1360.00
Open Water Loop (Monthly)	\$515.00	1	\$6180.00
		Total	\$7540.00

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: Fort Bend Services, Inc.


Tax ID #: 74-2144642

Address: 13303 Redfish Lane Stafford, Texas 77477

Email: janderson@fortbendservices.com

Telephone #: 281-261-5199

Printed Name: Joey Anderson

Signature of Authorized Representative: 



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2024 Winding Creek Estates Ph
5 Amending Plat

DATE OF COURT MEETING: 4/23/2024

ITEM: Approval of the Amending Plat of Winding Creek Estates Phase 5; 17 Lots, 33.863 Acres; J.C. Stuteville Survey, A-216; City of College Station ETJ, Brazos County, Texas. Site is located in Precinct 1.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 04/17/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
2023-10-30_Amending_Plat-Application.pdf	Application for Development	Backup Material
2024-02-19_Amending_Plat.pdf	Plat (Sheets 1-3)	Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2024 Winding Creek Estates
Ph 5 Amending Plat

DATE OF COURT MEETING: 4/23/2024

ITEM: Approval of the Amending Plat of Winding Creek Estates Phase 5; 17 Lots, 33.863 Acres;
J.C. Stuteville Survey, A-216; City of College Station ETJ, Brazos County, Texas. Site is
located in Precinct 1.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 04/17/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
2023-10-30_Amending_Plat-Application.pdf	Application for Development	Backup Material
2024-02-19_Amending_Plat.pdf	Plat (Sheets 1-3)	Backup Material

APPROVED

Duane Peters
County Judge

Date

**Brazos County Road & Bridge Office**

2617 SH 21 West

Bryan, TX 77803

Telephone: (979) 822-2127

Fax: (979) 775-0456

Email: plats@brazoscountytexas.gov**PLAT APPLICATION****SUBJECT PROPERTY INFORMATION**

APPLICATION DATE *:	RESUBMITTAL:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
PROJECT / SUBDIVISION NAME: <u>Winding Creek Phase 5</u>			
PROJECT ADDRESS OR LOCATION: <u>Bending Branch Drive</u>			
LEGAL DESCRIPTION: <u>J.C. Stuteville Survey, A-216</u>			
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS: <u>N/A</u>			
NUMBER OF LOTS: <u>16</u>		TOTAL ACREAGE: <u>33.863</u>	
JURISDICTION: <input type="checkbox"/>	CITY LIMITS <input type="checkbox"/>	<u>College Station</u> ETJ <input type="checkbox"/>	OUTSIDE ALL CITY LIMITS AND ETJs <input type="checkbox"/>

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

TYPE OF APPLICATION

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

APPLICATION PURPOSE

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

FLOODPLAIN

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

TxDOT RIGHT-OF-WAY

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

DIGITAL FILE SUBMISSION

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

CONTACT INFORMATION

APPLICANT INFORMATION		
FIRM NAME: Wellborn Winding Creek, LLC		
CONTACT: M.L. Schehin		
ADDRESS: 3000 Briarcrest Drive, Suite 302		
CITY: Bryan	STATE: TX	ZIP: 77802
PHONE: 281-642-4924	FAX:	
EMAIL: ml@mls-development.com		

PROPERTY OWNER INFORMATION		
FIRM NAME: Jasen & Shawna Coots Lot 32		
CONTACT: Jasen & Shawna Coots		
ADDRESS: 4201 Mills Park		
CITY: College Station	STATE: Texas	ZIP: 77845
PHONE:	FAX:	
EMAIL:		

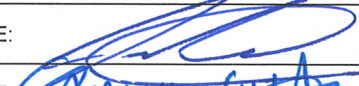
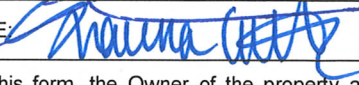
ENGINEER INFORMATION		
FIRM NAME: Schultz Engineering, LLC		
CONTACT: Joe Schultz, PE		
ADDRESS: 911 Southwest Parkway E		
CITY: College Station	STATE: TX	ZIP: 77840
PHONE: 979-764-3900	FAX: 979-764-3910	
EMAIL: eng@schultzeng.com		

SURVEYOR INFORMATION		
FIRM NAME: Kerr Surveying, LLC		
CONTACT: Brad Kerr		
ADDRESS: 409 N Texas Ave		
CITY: Bryan	STATE: TX	ZIP: 77803
PHONE: 979-268-3195	FAX:	
EMAIL: brad.kerr@suddenlinkmail.com		

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

PROPERTY OWNER CONSENT / AGENT AUTHORIZATION

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

SIGNATURE: 	PRINTED NAME: Jasen Coots	DATE: 5.8.23
SIGNATURE: 	PRINTED NAME: Shawna Coots	DATE: 5-8-23

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

RECEIPT BY BRAZOS COUNTY (Official Use Only)	
DATE APPLICATION RECEIVED: ____ / ____ / ____	DATE APPLICATION RECEIVED / REJECTED: ____ / ____ / ____
SIGNATURE:	SIGNATURE:
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Application Check List:

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

- ☒ Approval notification from appropriate City.

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2617 SH 21 West

Bryan, TX 77803

Telephone: (979) 822-2127

Fax: (979) 775-0456

Email: plats@brazoscountytexas.gov**PLAT APPLICATION****SUBJECT PROPERTY INFORMATION**

APPLICATION DATE *:	RESUBMITTAL:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
PROJECT / SUBDIVISION NAME: <u>Winding Creek Phase 5</u>			
PROJECT ADDRESS OR LOCATION: <u>Bending Branch Drive</u>			
LEGAL DESCRIPTION: <u>J.C. Stuteville Survey, A-216</u>			
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS: <u>N/A</u>			
NUMBER OF LOTS: <u>16</u>		TOTAL ACREAGE: <u>33.863</u>	
JURISDICTION: <input type="checkbox"/>	CITY LIMITS <input type="checkbox"/>	<u>College Station</u> ETJ <input type="checkbox"/>	OUTSIDE ALL CITY LIMITS AND ETJs <input type="checkbox"/>

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

TYPE OF APPLICATION

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

APPLICATION PURPOSE

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

FLOODPLAIN

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

TxDOT RIGHT-OF-WAY

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

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

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CONTACT: M.L. Schehin		
ADDRESS: 3000 Briarcrest Drive, Suite 302		
CITY: Bryan	STATE: TX	ZIP: 77802
PHONE: 281-642-4924	FAX:	
EMAIL: ml@mls-development.com		

PROPERTY OWNER INFORMATION		
FIRM NAME: Suzie & Chaoguo Wang Lot 34& 70		
CONTACT: Suzie & Chaoguo Wang		
ADDRESS: 8401 Calibration Court		
CITY: College Station	STATE: Texas	ZIP: 77845
PHONE:	FAX:	
EMAIL:		


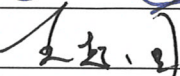
ENGINEER INFORMATION		
FIRM NAME: Schultz Engineering, LLC		
CONTACT: Joe Schultz, PE		
ADDRESS: 911 Southwest Parkway E		
CITY: College Station	STATE: TX	ZIP: 77840
PHONE: 979-764-3900	FAX: 979-764-3910	
EMAIL: eng@schultzeng.com		

SURVEYOR INFORMATION		
FIRM NAME: Kerr Surveying, LLC		
CONTACT: Brad Kerr		
ADDRESS: 409 N Texas Ave		
CITY: Bryan	STATE: TX	ZIP: 77803
PHONE: 979-268-3195	FAX:	
EMAIL: brad.kerr@suddenlinkmail.com		

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

PROPERTY OWNER CONSENT / AGENT AUTHORIZATION

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SIGNATURE: 	PRINTED NAME: Suzie Wang	DATE: 05/09/2023
SIGNATURE: 	PRINTED NAME: Chaoguo Wang	DATE: 05/09/2023

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CALCULATIONS OF FEES

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FINAL PLAT:	\$150 + \$10 per lot	AMENDING PLAT:	\$100	REPLAT:	\$150

RECEIPT BY BRAZOS COUNTY (Official Use Only)

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

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- ☒ One (1) .dwg copy to Brazos County
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- ☒ One (1) hard copy to Brazos County 911
- ☒ One (1) hard copy to local Water District or Company

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Bryan, TX 77803
Telephone: (979) 822-2127
Fax: (979) 775-0456
Email: plats@brazoscountytexas.gov

PLAT APPLICATION

SUBJECT PROPERTY INFORMATION			
APPLICATION DATE *:	RESUBMITTAL:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
PROJECT / SUBDIVISION NAME: Winding Creek Phase 5			
PROJECT ADDRESS OR LOCATION: Bending Branch Drive			
LEGAL DESCRIPTION: J.C. Stuteville Survey, A-216			
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS: N/A			
NUMBER OF LOTS: 16		TOTAL ACREAGE: 33.863	
JURISDICTION:	<input type="checkbox"/> CITY LIMITS	<input type="checkbox"/> College Station ETJ	<input type="checkbox"/> OUTSIDE ALL CITY LIMITS AND ETJs

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

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

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

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

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

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

CONTACT INFORMATION	
---------------------	--

APPLICANT INFORMATION		
FIRM NAME: Wellborn Winding Creek, LLC		
CONTACT: M.L. Schehin		
ADDRESS: 3000 Briarcrest Drive, Suite 302		
CITY: Bryan	STATE: TX	ZIP: 77802
PHONE: 281-642-4924	FAX:	
EMAIL: ml@mls-development.com		

PROPERTY OWNER INFORMATION		
FIRM NAME: Jaxsir Group LLC Lot 35, 83 & 86		
CONTACT:		
ADDRESS: 11400 State Highway 30, Ste 203		
CITY: College Station	STATE: Texas	ZIP: 77845
PHONE:	FAX:	
EMAIL:		


ENGINEER INFORMATION		
FIRM NAME: Schultz Engineering, LLC		
CONTACT: Joe Schultz, PE		
ADDRESS: 911 Southwest Parkway E		
CITY: College Station	STATE: TX	ZIP: 77840
PHONE: 979-764-3900	FAX: 979-764-3910	
EMAIL: eng@schultzeng.com		

SURVEYOR INFORMATION		
FIRM NAME: Kerr Surveying, LLC		
CONTACT: Brad Kerr		
ADDRESS: 409 N Texas Ave		
CITY: Bryan	STATE: TX	ZIP: 77803
PHONE: 979-268-3195	FAX:	
EMAIL: brad.kerr@suddenlinkmail.com		

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

PROPERTY OWNER CONSENT / AGENT AUTHORIZATION

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SIGNATURE: 	PRINTED NAME: <u>Jason Davis</u>	DATE:
SIGNATURE:	PRINTED NAME:	DATE:

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Fax: (979) 775-0456

Email: plats@brazoscountytexas.gov**PLAT APPLICATION****SUBJECT PROPERTY INFORMATION**

APPLICATION DATE *:	RESUBMITTAL:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
PROJECT / SUBDIVISION NAME: <u>Winding Creek Phase 5</u>			
PROJECT ADDRESS OR LOCATION: <u>Bending Branch Drive</u>			
LEGAL DESCRIPTION: <u>J.C. Stuteville Survey, A-216</u>			
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS: <u>N/A</u>			
NUMBER OF LOTS: <u>16</u>		TOTAL ACREAGE <u>33.863</u>	
JURISDICTION: <input type="checkbox"/>	CITY LIMITS <input type="checkbox"/>	<u>College Station</u> ETJ <input type="checkbox"/>	OUTSIDE ALL CITY LIMITS AND ETJs

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TYPE OF APPLICATION

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

APPLICATION PURPOSE

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

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CITY: Bryan	STATE: TX	ZIP: 77802
PHONE: 281-642-4924	FAX:	
EMAIL: ml@mls-development.com		

PROPERTY OWNER INFORMATION		
FIRM NAME: Scott Johnson Lot 36		
CONTACT: Scott Johnson		
ADDRESS: 5299 Rolling Meadow Drive		
CITY: College Station	STATE: Texas	ZIP: 77845
PHONE:	FAX:	
EMAIL:		

ENGINEER INFORMATION		
FIRM NAME: Schultz Engineering, LLC		
CONTACT: Joe Schultz, PE		
ADDRESS: 911 Southwest Parkway E		
CITY: College Station	STATE: TX	ZIP: 77840
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EMAIL: brad.kerr@suddenlinkmail.com		

OTHER INFORMATION		
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CONTACT:		
ADDRESS:		
CITY:	STATE:	ZIP:
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SIGNATURE:

PRINTED NAME: Scott Johnson

DATE:

SIGNATURE:

PRINTED NAME:

DATE:

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PLAT APPLICATION

SUBJECT PROPERTY INFORMATION			
APPLICATION DATE *:	RESUBMITTAL:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
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<input type="checkbox"/> MASTER PLAN	<input type="checkbox"/> SIMPLIFIED PLAT	<input type="checkbox"/> PRELIMINARY PLAN	<input type="checkbox"/> REPEAT
<input type="checkbox"/> FINAL PLAT	<input checked="" type="checkbox"/> AMENDING PLAT	<input type="checkbox"/> REPEAT	<input type="checkbox"/>

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

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

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

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

CONTACT INFORMATION

APPLICANT INFORMATION

FIRM NAME: Wellborn Winding Creek, LLC

CONTACT: M.L. Schehin

ADDRESS: 3000 Briarcrest Drive, Suite 302

CITY: Bryan

STATE: TX

ZIP: 77802

PHONE: 281-642-4924

FAX:

EMAIL: ml@mls-development.com

PROPERTY OWNER INFORMATION

FIRM NAME: James M Turnbo & Casey Thomas Turnbo Lot 65

CONTACT: James M Turnbo & Casey Thomas Turnbo

ADDRESS: 5384 Legend Oaks Court

CITY: College Station

STATE: Texas

ZIP: 77845

PHONE:

FAX:

EMAIL:

ENGINEER INFORMATION

FIRM NAME: Schultz Engineering, LLC

CONTACT: Joe Schultz, PE

ADDRESS: 911 Southwest Parkway E

CITY: College Station

STATE: TX

ZIP: 77840

PHONE: 979-764-3900

FAX: 979-764-3910

EMAIL: eng@schultzeng.com

SURVEYOR INFORMATION

FIRM NAME: Kerr Surveying, LLC

CONTACT: Brad Kerr

ADDRESS: 409 N Texas Ave

CITY: Bryan

STATE: TX

ZIP: 77803

PHONE: 979-268-3195

FAX:

EMAIL: brad.kerr@suddenlinkmail.com

OTHER INFORMATION

FIRM NAME:

CONTACT:

ADDRESS:

CITY:

STATE:

ZIP:

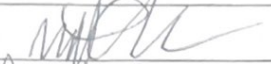

PHONE:

FAX:

EMAIL:

PROPERTY OWNER CONSENT / AGENT AUTHORIZATION

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

P SIGNATURE:  PRINTED NAME: James M Turnbo DATE: 6/5/23
A SIGNATURE:  PRINTED NAME: Casey Thomas Turnbo DATE: 6/5/23

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

CALCULATIONS OF FEES

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

RECEIPT BY BRAZOS COUNTY (Official Use Only)

DATE APPLICATION RECEIVED: ____ / ____ / ____	DATE APPLICATION RECEIVED / REJECTED: ____ / ____ / ____
SIGNATURE:	SIGNATURE:
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Application Check List:

Copies of finished plat with corrections (if any):

- ☒ Three (3) hard copies to Brazos County
- ☒ One (1) .pdf copy to Brazos County
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- ☒ One (1) hard copy to Brazos County Health District
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Letters of approval (to be sent by the approving institution directly to Brazos County Engineering):

- ☒ Letter from Brazos County Health District - For On-site sewage evaluation

**Brazos County Road & Bridge Office**

2617 SH 21 West

Bryan, TX 77803

Telephone: (979) 822-2127

Fax: (979) 775-0456

Email: plats@brazoscountytexas.gov**PLAT APPLICATION****SUBJECT PROPERTY INFORMATION**

APPLICATION DATE *:	RESUBMITTAL:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
PROJECT / SUBDIVISION NAME: <u>Winding Creek Phase 5</u>			
PROJECT ADDRESS OR LOCATION: <u>Bending Branch Drive</u>			
LEGAL DESCRIPTION: <u>J.C. Stuteville Survey, A-216</u>			
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS: <u>N/A</u>			
NUMBER OF LOTS: <u>16</u>		TOTAL ACREAGE <u>33.863</u>	
JURISDICTION: <input type="checkbox"/>	CITY LIMITS <input type="checkbox"/>	<u>College Station</u> ETJ <input type="checkbox"/>	OUTSIDE ALL CITY LIMITS AND ETJs

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

TYPE OF APPLICATION

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

APPLICATION PURPOSE

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

FLOODPLAIN

IS ANY OF THE PROPERTY LOCATED IN A FLOODPLAIN OR FLOOD HAZARD AREA?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
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TxDOT RIGHT-OF-WAY

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

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

CONTACT INFORMATION

APPLICANT INFORMATION		
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CONTACT: M.L. Schehin		
ADDRESS: 3000 Briarcrest Drive, Suite 302		
CITY: Bryan	STATE: TX	ZIP: 77802
PHONE: 281-642-4924	FAX:	
EMAIL: ml@mls-development.com		

PROPERTY OWNER INFORMATION		
FIRM NAME: Flagship Custom Homes, LLC Lot 66		
CONTACT: Andy Brooks		
ADDRESS: 6125 Rain Meadow		
CITY: College Station	STATE: Texas	ZIP: 77845
PHONE:	FAX:	
EMAIL:		

ENGINEER INFORMATION		
FIRM NAME: Schultz Engineering, LLC		
CONTACT: Joe Schultz, PE		
ADDRESS: 911 Southwest Parkway E		
CITY: College Station	STATE: TX	ZIP: 77840
PHONE: 979-764-3900	FAX: 979-764-3910	
EMAIL: eng@schultzeng.com		

SURVEYOR INFORMATION		
FIRM NAME: Kerr Surveying, LLC		
CONTACT: Brad Kerr		
ADDRESS: 409 N Texas Ave		
CITY: Bryan	STATE: TX	ZIP: 77803
PHONE: 979-268-3195	FAX:	
EMAIL: brad.kerr@suddenlinkmail.com		

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

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SIGNATURE:



PRINTED NAME: Andy Brooks

DATE: 5-8-23

SIGNATURE:

PRINTED NAME:

DATE:

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CALCULATIONS OF FEES

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

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SIGNATURE:	SIGNATURE:

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- ☒ Approval notification from appropriate City.

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Bryan, TX 77803
Telephone: (979) 822-2127
Fax: (979) 775-0456
Email: plats@brazoscountytexas.gov

PLAT APPLICATION

SUBJECT PROPERTY INFORMATION			
APPLICATION DATE *:	RESUBMITTAL:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
PROJECT / SUBDIVISION NAME: <u>Winding Creek Phase 5</u>			
PROJECT ADDRESS OR LOCATION: <u>Bending Branch Drive</u>			
LEGAL DESCRIPTION: <u>J.C. Stuteville Survey, A-216</u>			
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS: <u>N/A</u>			
NUMBER OF LOTS: <u>16</u>		TOTAL ACREAGE <u>33.863</u>	
JURISDICTION: <input type="checkbox"/>	CITY LIMITS <input type="checkbox"/>	<u>College Station</u> ETJ <input type="checkbox"/>	OUTSIDE ALL CITY LIMITS AND ETJs <input type="checkbox"/>

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

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

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

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

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

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

CONTACT INFORMATION	
---------------------	--

APPLICANT INFORMATION			
FIRM NAME: Wellborn Winding Creek, LLC			
CONTACT: M.L. Schehin			
ADDRESS: 3000 Briarcrest Drive, Suite 302			
CITY: Bryan	STATE: TX		ZIP: 77802
PHONE: 281-642-4924		FAX:	
EMAIL: ml@mls-development.com			

PROPERTY OWNER INFORMATION			
FIRM NAME: H3 INDUSTRIES LLC Lot 67, 84 & 85			
CONTACT:			
ADDRESS: 7625 RIVER RIDGE DR			
CITY: College Station	STATE: Texas		ZIP: 77845
PHONE:		FAX:	
EMAIL:			


ENGINEER INFORMATION			
FIRM NAME: Schultz Engineering, LLC			
CONTACT: Joe Schultz, PE			
ADDRESS: 911 Southwest Parkway E			
CITY: College Station	STATE: TX		ZIP: 77840
PHONE: 979-764-3900		FAX: 979-764-3910	
EMAIL: eng@schultzeng.com			

SURVEYOR INFORMATION			
FIRM NAME: Kerr Surveying, LLC			
CONTACT: Brad Kerr			
ADDRESS: 409 N Texas Ave			
CITY: Bryan	STATE: TX		ZIP: 77803
PHONE: 979-268-3195		FAX:	
EMAIL: brad.kerr@suddenlinkmail.com			

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

PROPERTY OWNER CONSENT / AGENT AUTHORIZATION

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

SIGNATURE: 	PRINTED NAME: Hank Robertson	DATE: 5-31-20
SIGNATURE:	PRINTED NAME:	DATE:

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CALCULATIONS OF FEES

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FINAL PLAT:	\$150 + \$10 per lot	AMENDING PLAT:	\$100	REPLAT:	\$150

RECEIPT BY BRAZOS COUNTY (Official Use Only)

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

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Bryan, TX 77803

Telephone: (979) 822-2127

Fax: (979) 775-0456

Email: plats@brazoscountytexas.gov**PLAT APPLICATION****SUBJECT PROPERTY INFORMATION**

APPLICATION DATE *:	RESUBMITTAL:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
PROJECT / SUBDIVISION NAME: <u>Winding Creek Phase 5</u>			
PROJECT ADDRESS OR LOCATION: <u>Bending Branch Drive</u>			
LEGAL DESCRIPTION: <u>J.C. Stuteville Survey, A-216</u>			
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS: <u>N/A</u>			
NUMBER OF LOTS: <u>16</u>		TOTAL ACREAGE: <u>33.863</u>	
JURISDICTION:	<input type="checkbox"/> CITY LIMITS	<input checked="" type="checkbox"/> <u>College Station</u> ETJ	<input type="checkbox"/> OUTSIDE ALL CITY LIMITS AND ETJs

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TYPE OF APPLICATION

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

APPLICATION PURPOSE

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

FLOODPLAIN

IS ANY OF THE PROPERTY LOCATED IN A FLOODPLAIN OR FLOOD HAZARD AREA?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
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TxDOT RIGHT-OF-WAY

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

COUNTY ENGINEER	<input checked="" type="checkbox"/> ADOBE (.pdf file)	<input checked="" type="checkbox"/> AutoCAD (.dwg file)	(Email To: plats@brazoscountytexas.gov)
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CONTACT INFORMATION

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CITY: Bryan	STATE: TX		ZIP: 77802
PHONE: 281-642-4924		FAX:	
EMAIL: ml@mls-development.com			

PROPERTY OWNER INFORMATION			
FIRM NAME: Matthew L & Vanessa Alethia Johnson Lot 69			
CONTACT: Matthew L & Vanessa Alethia Johnson			
ADDRESS: 2900 Cain Road			
CITY: College Station	STATE: Texas		ZIP: 77845
PHONE:		FAX:	
EMAIL:			

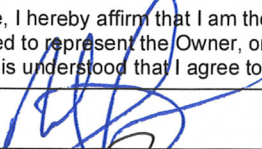
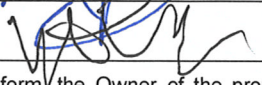
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CONTACT: Brad Kerr			
ADDRESS: 409 N Texas Ave			
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PHONE: 979-268-3195		FAX:	
EMAIL: brad.kerr@suddenlinkmail.com			

OTHER INFORMATION			
FIRM NAME:			
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CITY:	STATE:		ZIP:
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SIGNATURE: 	PRINTED NAME: <u>Matthew L. Johnson</u>	DATE:
SIGNATURE: 	PRINTED NAME: <u>Vanessa Alethia Johnson</u>	DATE:

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FINAL PLAT:	\$150 + \$10 per lot	AMENDING PLAT:	\$100
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		REPLAT:	\$150

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PLAT APPLICATION

SUBJECT PROPERTY INFORMATION

APPLICATION DATE *:	RESUBMITTAL:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
PROJECT / SUBDIVISION NAME: <u>Winding Creek Phase 5</u>			
PROJECT ADDRESS OR LOCATION: <u>Bending Branch Drive</u>			
LEGAL DESCRIPTION: <u>J.C. Stuteville Survey, A-216</u>			
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS: <u>N/A</u>			
NUMBER OF LOTS: <u>16</u>		TOTAL ACREAGE: <u>33.863</u>	
JURISDICTION: <input type="checkbox"/>	CITY LIMITS <input type="checkbox"/>	<u>College Station</u> ETJ <input type="checkbox"/>	OUTSIDE ALL CITY LIMITS AND ETJs <input type="checkbox"/>

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

TYPE OF APPLICATION

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

APPLICATION PURPOSE

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

FLOODPLAIN

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

TxDOT RIGHT-OF-WAY

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

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

CONTACT INFORMATION

APPLICANT INFORMATION			
FIRM NAME: Wellborn Winding Creek, LLC			
CONTACT: M.L. Schehin			
ADDRESS: 3000 Briarcrest Drive, Suite 302			
CITY: Bryan	STATE: TX		ZIP: 77802
PHONE: 281-642-4924		FAX:	
EMAIL: ml@mls-development.com			

PROPERTY OWNER INFORMATION			
FIRM NAME: Wellborn Winding Creek, LLC			
CONTACT: M.L. Schehin			
ADDRESS: 3000 Briarcrest Drive, Suite 302			
CITY: College Station	STATE: Texas		ZIP: 77845
PHONE: 281-642-4924		FAX:	
EMAIL: ml@mls-development.com			

ENGINEER INFORMATION			
FIRM NAME: Schultz Engineering, LLC			
CONTACT: Joe Schultz, PE			
ADDRESS: 911 Southwest Parkway E			
CITY: College Station	STATE: TX		ZIP: 77840
PHONE: 979-764-3900		FAX: 979-764-3910	
EMAIL: eng@schultzeng.com			

SURVEYOR INFORMATION			
FIRM NAME: Kerr Surveying, LLC			
CONTACT: Brad Kerr			
ADDRESS: 409 N Texas Ave			
CITY: Bryan	STATE: TX		ZIP: 77803
PHONE: 979-268-3195		FAX:	
EMAIL: brad.kerr@suddenlinkmail.com			

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

PROPERTY OWNER CONSENT / AGENT AUTHORIZATION

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

SIGNATURE:	PRINTED NAME:	DATE:
SIGNATURE:	PRINTED NAME:	DATE:

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

CALCULATIONS OF FEES

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

RECEIPT BY BRAZOS COUNTY (Official Use Only)

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

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

Application Check List:

Copies of finished plat with corrections (if any):

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

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

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

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

- ☒ Approval notification from appropriate City.

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



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

PLAT APPLICATION

SUBJECT PROPERTY INFORMATION	
APPLICATION DATE *:	RESUBMITTAL: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PROJECT / SUBDIVISION NAME: <u>Winding Creek Phase 5</u>	
PROJECT ADDRESS OR LOCATION: <u>Bending Branch Drive</u>	
LEGAL DESCRIPTION: <u>J.C. Stuteville Survey, A-216</u>	
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS: <u>N/A</u>	
NUMBER OF LOTS: <u>16</u>	TOTAL ACREAGE: <u>33.863</u>
JURISDICTION: <input type="checkbox"/> CITY LIMITS <input type="checkbox"/> <u>College Station</u> ETJ <input type="checkbox"/> OUTSIDE ALL CITY LIMITS AND ETJs	

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

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

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

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

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

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

APPLICANT INFORMATION			
FIRM NAME: John May			
CONTACT: John May			
ADDRESS: 160 Roucourt Loop			
CITY: College Station	STATE: TX		ZIP: 77845
PHONE: 979-450-2517		FAX:	
EMAIL: johnw_may@hotmail.com			

PROPERTY OWNER INFORMATION			
FIRM NAME: Cindy Collins-May			
CONTACT: Cindy Collins-May			
ADDRESS: 160 Roucourt Loop			
CITY: College Station	STATE: TX		ZIP: 77845
PHONE: 979-575-9919		FAX:	
EMAIL: cmay9919@gmail.com			

ENGINEER INFORMATION			
FIRM NAME: Schultz Engineering, LLC			
CONTACT: Joe Schultz, PE			
ADDRESS: 911 Southwest Parkway E			
CITY: College Station	STATE: TX		ZIP: 77840
PHONE: 979-764-3900		FAX: 979-764-3910	
EMAIL: eng@schultzeng.com			

SURVEYOR INFORMATION			
FIRM NAME: Kerr Surveying, LLC			
CONTACT: Brad Kerr			
ADDRESS: 409 N Texas Ave			
CITY: Bryan	STATE: TX		ZIP: 77803
PHONE: 979-268-3195		FAX:	
EMAIL: brad.kerr@suddenlinkmail.com			

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

PROPERTY OWNER CONSENT / AGENT AUTHORIZATION

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

SIGNATURE: 	PRINTED NAME: John May	DATE: 10/04/2023
SIGNATURE: 	PRINTED NAME: Cindy Collins-May	DATE: 10/04/2023

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

CALCULATIONS OF FEES

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

RECEIPT BY BRAZOS COUNTY (Official Use Only)

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

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Application Check List:

Copies of finished plat with corrections (if any):

- ☒ Three (3) hard copies to Brazos County
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- ☒ One (1) hard copy to local Water District or Company

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- ☒ Letter from Brazos County Health District - For On-site sewage evaluation.
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- ☒ Approval notification from appropriate City.

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

SIMPLIFIED FINAL PLAT REQUIREMENTS

Every Simplified Plat shall include all of the following:

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

to the best available data. (Shown on drawing; not separate description)

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

requirements per Title 30, Part 1, Chapter 290, Subchapter D Rule §290.41.

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

MASTER PLAN / PRELIMINARY PLAN REQUIREMENTS

Every Master Plan / Preliminary Plan shall include all of the following:

- ☐ Title Block with the following information:
 - ☐ Name, address, telephone and email address of Subdivider, recorded Owner, Engineer and surveyor.
 - ☐ Proposed name of Subdivision. (Subdivision name & Street names will be approved through the Brazos County 911.)
 - ☐ Date of preparation. (Include the date of any revisions on the plan.)
 - ☐ Engineer's scale in feet.
 - ☐ Total area intended to be developed.
 - ☐ Proposed number of Lots to be developed.
 - ☐ Abstract name and number.
- ☐ The Preliminary Plan shall carry the legend "PRELIMINARY PLAN FOR REVIEW PURPOSES ONLY".
- ☐ North arrow.
- ☐ Drawn on 24" x 36" sheet to scale of 100-feet per inch or larger.
- ☐ Subdivision boundary indicated by heavy lines. Boundary must include all of Parent Tract.
- ☐ All horizontal control and vertical elevations depicted on the plan shall be tied to NAD83 and NAVD 1988 Datum.
- ☐ A vicinity map, drawn at a scale appropriate to show all nearby major Roadways and sufficient in detail to identify the location of the proposed plan.
- ☐ All adjacent property Owner's names, deed record, or Subdivision name, Block and Lot number, and existing use.
- ☐ All parcels within the boundary of the Subdivision shall have a Block and Lot number shown on the face of the plan drawing.
- ☐ County boundaries, City limits, Extraterritorial Jurisdiction (ETJ) boundaries, school district boundaries and Subdivision section and/or phase boundaries.
- ☐ Road names and Road designation (whether the Road will be public or privately owned), pavement width and Right-of-Way width for all proposed Roads within and all existing Roads abutting the plan. (Proposed and existing)
- ☐ All existing and proposed plan boundary lines, phase/section lines, and Lot lines with bearings and dimensions.
- ☐ Utility Services. (Water, wastewater, electrical, natural gas, cable, phone, etc.) (Existing and proposed.)
- ☐ Pipelines: label company with volume and page.
- ☐ The Preliminary Plan (including the entire Parent Tract if only a portion of that tract is to be subdivided) shall be shown on a single sheet, regardless of its acreage. The Preliminary Plan may also be shown on multiple sheets if necessary to show all detail and required information as required by this section.
- ☐ Size, in acres, of all Daughter Tracts.
- ☐ Centerline tangent lengths and curve data for all proposed Roads.
- ☐ Easements and rights-of-way shall be dedicated to the public. The dedication of all Easements and rights-of-way shall be accomplished free of liens.

- ☐ All proposed Easements and existing Easements of record that have a designated route shall be shown on the plan with bearings and dimensions. The Owner shall be responsible for coordinating with all Utility Providers the location of all utility Easements that are shown on the Final Plat.
- ☐ Building Setback Lines for each proposed Lot as defined herein. For Subdivisions located within an Extraterritorial Jurisdiction (ETJ), this may be shown on the drawing or included as a plan note.
- ☐ Metes and bounds description of the property to be subdivided shall be certified by a Registered Professional Land Surveyor (RPLS), describing a beginning point and reciting bearings and distances to a corner of the original land grant survey of which the Subdivision is a part, according to the best available data. (Shown on drawing; not separate description)
- ☐ Primary control points or descriptions and ties to such control points, to which, later, all dimensions, angles, bearings, Block numbers, and similar data shall be referred. The plat shall be located with respect to a corner of the surveyor tract, or an original corner of the original survey of which it is a part. All boundaries shall be tied to a County control monument.
- ☐ The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.
- ☐ The On-site Sewage Facility (OSSF) setback as required by the Brazos County Health District.
- ☐ The location, zone classification and panel Effective Date of the 100-Year Floodplain as identified on the most current Brazos County Flood Insurance Rate Map (FIRM), published by the Federal Emergency Management Agency (FEMA).
- ☐ If there are any areas within the plat that include a FEMA-mapped Floodplain with a Zone A classification, or if there exists within or adjacent to the plat any water courses whose upstream drainage basin is larger than 64 acres, the plat shall also show the extent of the 100-Year Floodplain as determined by an engineering study under the seal of a Registered Professional Engineer. This study shall be sufficient in scope to determine and establish a BFE for all points within the plat.
- ☐ BFE's shall be shown for all points within the plat, as determined by the results of an engineering study. For plats where a FEMA-mapped Floodplain with a Zone AE classification exists within the plat, the BFE established by the accompanying FEMA- published flood study may be substituted for the engineering study.
- ☐ A minimum lowest finished floor elevation (FFE) for Buildings shall be established for each Lot within the plat. This minimum FFE shall be 12-inches higher than the highest spot elevation that is located within five feet outside the perimeter of the Building, or two-feet above the BFE, whichever is higher.
- ☐ If any areas within the plat include a 100-Year Floodplain (as determined by the results of an engineering study or as established by FEMA), a benchmark shall be established by the Owner within or immediately adjacent to the boundary of the plat. The location, description and elevation of the benchmark are required to be identified on the face of the plat. The elevation of this benchmark shall utilize the same vertical datum as that used in the engineering study to determine the FFE.
- ☐ A drawing containing both existing and proposed topographic information at 2-FT contour intervals along with the plat boundaries, Easement locations (existing & proposed), and culverts (existing & proposed).
- ☐ If the plat contains a water well site, there shall be a depiction of the TCEQ separation requirements per Title 30, Part 1, Chapter 290, Subchapter D Rule §290.41.
- ☐ It is the responsibility of the Owner to assure that the proposed name of the Subdivision is not duplicated. Subdivisions with different sections are considered unique. The Owner shall check with the County Clerk's records for verification.
- ☐ The Owner shall provide a letter of serviceability from an entity or entities providing water service or a letter stating that no service is available within 300 feet of the Subdivision and certifying that the Lots are suitable for private wells.
- ☐ If entrances or driveways are proposed fronting Texas Department of Transportation (TxDOT)

controlled highways, farm-to-market Roads, or others, copies of correspondence with TxDOT are required to be submitted with the Preliminary Plan stating that the general entrance or driveway configuration is within TxDOT's guidelines. Formal approval of the layout from TxDOT is required prior to approval of Final Plat.

- ☐ For Road widening and drainage purposes the Owner shall dedicate the Right-of-Way. In the case of drainage that is provided for the Lots, it shall be located outside of the Right-of-Way in a private drainage Easement. In the case of drainage that is provided for the Roadway, it shall be located within the Right-of-Way.
- ☐ Indicate the centerline length of each Road in the proposed Subdivision and its design speed.
- ☐ If the Roads within the Subdivision will be privately maintained, include the appropriate note(s) per the requirements of Article 8 of these Regulations.
- ☐ Locations of existing and proposed private alleys.
- ☐ Locations of existing and proposed public areas.
- ☐ Locations of other public Improvements, including but not limited to parks, schools and other public facilities.
- ☐ The location of proposed cluster mailboxes, as required.
- ☐ All proposed Off-site Easements for infrastructure construction must be shown on the Preliminary Plan.
- ☐ Proposed phasing. Each phase must be able to stand alone to meet requirements of these Regulations.
- ☐ Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property and detention basins, if needed.
- ☐ If the proposed Preliminary Plan is to be a Private Subdivision (containing privately maintained Roads), the title of the plan shall contain the phrase, "A Private Subdivision". Refer to Article 8 for additional requirements.
- ☐ This check list along with the required copies of the plan shall be submitted to the County Engineer for approval.
- ☐ Include a description of contributing drainage to the proposed Subdivision. The submittal shall include the area, slope and type of Development in the contributing area.
- ☐ Drainage narrative in compliance with the BCEDG.
- ☐ Clearly indicate the method of sanitary sewage treatment and/or disposal such as, but not limited to, municipal sewer service, private sewage disposal system and On-site sewage facilities including the size and location of all proposed sewer mains and manholes. Preliminary grades for each main between manholes and the depth at each manhole shall also be shown.
- ☐ All existing and proposed water courses or manmade drainage channels shall be located within a Common Area to be maintained by Owner.

FINAL PLAT APPLICATION REQUIREMENTS

Every Final Plat must include all of the items provided on the Simplified Plat checklist as well as the following:

- ☐ For Road widening and drainage purposes the Owner shall dedicate the Right-of-Way. In the case of drainage that is provided for the Lots, it shall be located outside of the Right-of-Way in a private drainage Easement. In the case of drainage that is provided for the Roadway, it shall be located within the Right-of-Way.
- ☒ If public Roadways are to be built as part of the plat, the plat note regarding the responsibility for construction of Roadways as found in Appendix G.3 shall be placed on the face of the plat.
- ☒ The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.
- ☐ Indicate the centerline length of each Road in the proposed Subdivision and its design speed.
- ☒ If more than four mailboxes are to be provided within the Subdivision, cluster mailboxes shall be provided and the location of such shall be indicated on the plat.
- ☐ If the Roads within the Subdivision will be privately maintained, include the appropriate note(s) per the requirements of Article 8 of these Regulations.
- ☐ Locations of existing and proposed private alleys.
- ☐ Locations of existing and proposed public areas.
- ☐ Locations of other Public Improvements, including but not limited to parks, schools and other public facilities.
- ☐ All Off-site Easements for infrastructure construction must be shown on the Final Plat with a volume and page listed to indicate where the separate instrument Easements were filed. Separate instrument Easements must be filed prior or concurrently with Final Plat.
- ☒ Proposed phasing. All phasing shall be in accordance with the approved Master Plan and/or Preliminary Plan and each phase must be able to stand alone to meet requirements of these Regulations. Infrastructure costs should be separate for each phase of the Subdivision.
- ☒ Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property.
- ☐ If the proposed Final Plat is to be a Private Subdivision (containing privately maintained Roads), the title of the plat shall contain the phrase, "A Private Subdivision". Refer to Article 8 for additional requirements.
- ☐ In the case of an On-site Sewage Facility (OSSF), the Developer shall be responsible for providing a Development Plan, as performed by a Professional Sanitarian, a Licensed Professional Engineer, or person certified as required by TCEQ Title 30 TAC Chapter 285. The sewage disposal plan shall be performed according rules and regulations established by the Brazos County On-site Sewage Facility (OSSF) Order and TCEQ Title 30 TAC Chapter 285.

APPLICANT INFORMATION		
FIRM NAME: Stephen		
CONTACT: Stephen O'Neill		
ADDRESS: 8118 MERCHANTS LDG		
CITY: San Antonio	STATE: Tx	ZIP: 78255
PHONE: 210-310-4252	FAX:	
EMAIL: chooey-oneil@yahoo.com		

PROPERTY OWNER INFORMATION		
FIRM NAME: Diana O'Neill		
CONTACT: Diana O'Neill		
ADDRESS: 8118 MERCHANTS LDG		
CITY: San Antonio	STATE: Tx	ZIP: 78255
PHONE: 210-310-4252	FAX:	
EMAIL: chooey-oneil@yahoo.com		

ENGINEER INFORMATION		
FIRM NAME: Schultz Engineering, LLC		
CONTACT: Joe Schultz, PE		
ADDRESS: 911 Southwest Parkway E		
CITY: College Station	STATE: TX	ZIP: 77840
PHONE: 979-764-3900	FAX: 979-764-3910	
EMAIL: eng@schultzeng.com		

SURVEYOR INFORMATION		
FIRM NAME: Kerr Surveying, LLC		
CONTACT: Brad Kerr		
ADDRESS: 409 N Texas Ave		
CITY: Bryan	STATE: TX	ZIP: 77803
PHONE: 979-268-3195	FAX:	
EMAIL: brad.kerr@suddenlinkmail.com		

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

PROPERTY OWNER CONSENT / AGENT AUTHORIZATION

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

SIGNATURE: *Stephen O'Neill*

PRINTED NAME: Stephen O'Neill

DATE: *10/27/23*

SIGNATURE: *Diana O'Neill*

PRINTED NAME: Diana O'Neill

DATE: *10/27/23*

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

CALCULATIONS OF FEES

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

RECEIPT BY BRAZOS COUNTY (Official Use Only)

DATE APPLICATION RECEIVED: ____ / ____ / ____

DATE APPLICATION RECEIVED / REJECTED: ____ / ____ / ____

SIGNATURE:

SIGNATURE:

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

Application Check List:

Copies of finished plat with corrections (if any):

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

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

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

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

- ☒ Approval notification from appropriate City.

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



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

PLAT APPLICATION

SUBJECT PROPERTY INFORMATION			
APPLICATION DATE *:	RESUBMITTAL:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
PROJECT / SUBDIVISION NAME: Winding Creek Phase 5			
PROJECT ADDRESS OR LOCATION: Bending Branch Drive			
LEGAL DESCRIPTION: J.C. Stuteville Survey, A-216			
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS: N/A			
NUMBER OF LOTS: 16		TOTAL ACREAGE: 33.863	
JURISDICTION: <input type="checkbox"/>	CITY LIMITS <input type="checkbox"/>	College Station ETJ <input type="checkbox"/>	OUTSIDE ALL CITY LIMITS AND ETJs <input type="checkbox"/>

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

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

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

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

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

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

CONTACT INFORMATION	
---------------------	--

APPLICANT INFORMATION

FIRM NAME: Wellborn Winding Creek, LLC

CONTACT: M.L. Schehin

ADDRESS: 3000 Briarcrest Drive, Suite 302

CITY: Bryan

STATE: TX

ZIP: 77802

PHONE: 281-642-4924

FAX:

EMAIL: ml@mls-development.com

PROPERTY OWNER INFORMATION

FIRM NAME: Brian and Emilie McCormack Lot 35

CONTACT: Brian and Emilie McCormack

ADDRESS: 5266 LEGEND OAKS CT

CITY: College Station

STATE: Texas

ZIP: 77845

PHONE:

FAX:

EMAIL:

ENGINEER INFORMATION

FIRM NAME: Schultz Engineering, LLC

CONTACT: Joe Schultz, PE

ADDRESS: 911 Southwest Parkway E

CITY: College Station

STATE: TX

ZIP: 77840

PHONE: 979-764-3900

FAX: 979-764-3910

EMAIL: eng@schultzeng.com

SURVEYOR INFORMATION

FIRM NAME: Kerr Surveying, LLC

CONTACT: Brad Kerr

ADDRESS: 409 N Texas Ave

CITY: Bryan

STATE: TX

ZIP: 77803

PHONE: 979-268-3195

FAX:

EMAIL: brad.kerr@suddenlinkmail.com

OTHER INFORMATION

FIRM NAME:

CONTACT:

ADDRESS:

CITY:

STATE:

ZIP:

PHONE:

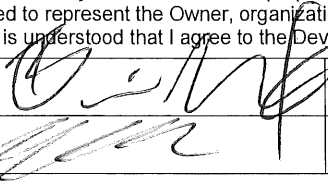
FAX:

EMAIL:

PROPERTY OWNER CONSENT / AGENT AUTHORIZATION

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

SIGNATURE:



PRINTED NAME: Brian McCormack

DATE:

SIGNATURE:



PRINTED NAME: Emilie McCormack

DATE:

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

CALCULATIONS OF FEES

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

RECEIPT BY BRAZOS COUNTY (Official Use Only)

DATE APPLICATION RECEIVED: ____ / ____ / ____

DATE APPLICATION RECEIVED / REJECTED: ____ / ____ / ____

SIGNATURE:

SIGNATURE:

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

Application Check List:

Copies of finished plat with corrections (if any):

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

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

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

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

- ☒ Approval notification from appropriate City.

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

SIMPLIFIED FINAL PLAT REQUIREMENTS

Every Simplified Plat shall include all of the following:

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

to the best available data. (Shown on drawing; not separate description)

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

requirements per Title 30, Part 1, Chapter 290, Subchapter D Rule §290.41.

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

MASTER PLAN / PRELIMINARY PLAN REQUIREMENTS

Every Master Plan / Preliminary Plan shall include all of the following:

- ☐ Title Block with the following information:
 - ☐ Name, address, telephone and email address of Subdivider, recorded Owner, Engineer and surveyor.
 - ☐ Proposed name of Subdivision. (Subdivision name & Street names will be approved through the Brazos County 911.)
 - ☐ Date of preparation. (Include the date of any revisions on the plan.)
 - ☐ Engineer's scale in feet.
 - ☐ Total area intended to be developed.
 - ☐ Proposed number of Lots to be developed.
 - ☐ Abstract name and number.
- ☐ The Preliminary Plan shall carry the legend "PRELIMINARY PLAN FOR REVIEW PURPOSES ONLY".
- ☐ North arrow.
- ☐ Drawn on 24" x 36" sheet to scale of 100-feet per inch or larger.
- ☐ Subdivision boundary indicated by heavy lines. Boundary must include all of Parent Tract.
- ☐ All horizontal control and vertical elevations depicted on the plan shall be tied to NAD83 and NAVD 1988 Datum.
- ☐ A vicinity map, drawn at a scale appropriate to show all nearby major Roadways and sufficient in detail to identify the location of the proposed plan.
- ☐ All adjacent property Owner's names, deed record, or Subdivision name, Block and Lot number, and existing use.
- ☐ All parcels within the boundary of the Subdivision shall have a Block and Lot number shown on the face of the plan drawing.
- ☐ County boundaries, City limits, Extraterritorial Jurisdiction (ETJ) boundaries, school district boundaries and Subdivision section and/or phase boundaries.
- ☐ Road names and Road designation (whether the Road will be public or privately owned), pavement width and Right-of-Way width for all proposed Roads within and all existing Roads abutting the plan. (Proposed and existing)
- ☐ All existing and proposed plan boundary lines, phase/section lines, and Lot lines with bearings and dimensions.
- ☐ Utility Services. (Water, wastewater, electrical, natural gas, cable, phone, etc.) (Existing and proposed.)
- ☐ Pipelines: label company with volume and page.
- ☐ The Preliminary Plan (including the entire Parent Tract if only a portion of that tract is to be subdivided) shall be shown on a single sheet, regardless of its acreage. The Preliminary Plan may also be shown on multiple sheets if necessary to show all detail and required information as required by this section.
- ☐ Size, in acres, of all Daughter Tracts.
- ☐ Centerline tangent lengths and curve data for all proposed Roads.
- ☐ Easements and rights-of-way shall be dedicated to the public. The dedication of all Easements and rights-of-way shall be accomplished free of liens.

- ☐ All proposed Easements and existing Easements of record that have a designated route shall be shown on the plan with bearings and dimensions. The Owner shall be responsible for coordinating with all Utility Providers the location of all utility Easements that are shown on the Final Plat.
- ☐ Building Setback Lines for each proposed Lot as defined herein. For Subdivisions located within an Extraterritorial Jurisdiction (ETJ), this may be shown on the drawing or included as a plan note.
- ☐ Metes and bounds description of the property to be subdivided shall be certified by a Registered Professional Land Surveyor (RPLS), describing a beginning point and reciting bearings and distances to a corner of the original land grant survey of which the Subdivision is a part, according to the best available data. (Shown on drawing; not separate description)
- ☐ Primary control points or descriptions and ties to such control points, to which, later, all dimensions, angles, bearings, Block numbers, and similar data shall be referred. The plat shall be located with respect to a corner of the surveyor tract, or an original corner of the original survey of which it is a part. All boundaries shall be tied to a County control monument.
- ☐ The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.
- ☐ The On-site Sewage Facility (OSSF) setback as required by the Brazos County Health District.
- ☐ The location, zone classification and panel Effective Date of the 100-Year Floodplain as identified on the most current Brazos County Flood Insurance Rate Map (FIRM), published by the Federal Emergency Management Agency (FEMA).
- ☐ If there are any areas within the plat that include a FEMA-mapped Floodplain with a Zone A classification, or if there exists within or adjacent to the plat any water courses whose upstream drainage basin is larger than 64 acres, the plat shall also show the extent of the 100-Year Floodplain as determined by an engineering study under the seal of a Registered Professional Engineer. This study shall be sufficient in scope to determine and establish a BFE for all points within the plat.
- ☐ BFE's shall be shown for all points within the plat, as determined by the results of an engineering study. For plats where a FEMA-mapped Floodplain with a Zone AE classification exists within the plat, the BFE established by the accompanying FEMA- published flood study may be substituted for the engineering study.
- ☐ A minimum lowest finished floor elevation (FFE) for Buildings shall be established for each Lot within the plat. This minimum FFE shall be 12-inches higher than the highest spot elevation that is located within five feet outside the perimeter of the Building, or two-feet above the BFE, whichever is higher.
- ☐ If any areas within the plat include a 100-Year Floodplain (as determined by the results of an engineering study or as established by FEMA), a benchmark shall be established by the Owner within or immediately adjacent to the boundary of the plat. The location, description and elevation of the benchmark are required to be identified on the face of the plat. The elevation of this benchmark shall utilize the same vertical datum as that used in the engineering study to determine the FFE.
- ☐ A drawing containing both existing and proposed topographic information at 2-FT contour intervals along with the plat boundaries, Easement locations (existing & proposed), and culverts (existing & proposed).
- ☐ If the plat contains a water well site, there shall be a depiction of the TCEQ separation requirements per Title 30, Part 1, Chapter 290, Subchapter D Rule §290.41.
- ☐ It is the responsibility of the Owner to assure that the proposed name of the Subdivision is not duplicated. Subdivisions with different sections are considered unique. The Owner shall check with the County Clerk's records for verification.
- ☐ The Owner shall provide a letter of serviceability from an entity or entities providing water service or a letter stating that no service is available within 300 feet of the Subdivision and certifying that the Lots are suitable for private wells.
- ☐ If entrances or driveways are proposed fronting Texas Department of Transportation (TxDOT)

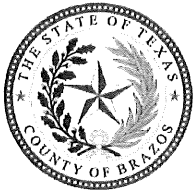
controlled highways, farm-to-market Roads, or others, copies of correspondence with TxDOT are required to be submitted with the Preliminary Plan stating that the general entrance or driveway configuration is within TxDOT's guidelines. Formal approval of the layout from TxDOT is required prior to approval of Final Plat.

- ☐ For Road widening and drainage purposes the Owner shall dedicate the Right-of-Way. In the case of drainage that is provided for the Lots, it shall be located outside of the Right-of-Way in a private drainage Easement. In the case of drainage that is provided for the Roadway, it shall be located within the Right-of-Way.
- ☐ Indicate the centerline length of each Road in the proposed Subdivision and its design speed.
- ☐ If the Roads within the Subdivision will be privately maintained, include the appropriate note(s) per the requirements of Article 8 of these Regulations.
- ☐ Locations of existing and proposed private alleys.
- ☐ Locations of existing and proposed public areas.
- ☐ Locations of other public Improvements, including but not limited to parks, schools and other public facilities.
- ☐ The location of proposed cluster mailboxes, as required.
- ☐ All proposed Off-site Easements for infrastructure construction must be shown on the Preliminary Plan.
- ☐ Proposed phasing. Each phase must be able to stand alone to meet requirements of these Regulations.
- ☐ Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property and detention basins, if needed.
- ☐ If the proposed Preliminary Plan is to be a Private Subdivision (containing privately maintained Roads), the title of the plan shall contain the phrase, "A Private Subdivision". Refer to Article 8 for additional requirements.
- ☐ This check list along with the required copies of the plan shall be submitted to the County Engineer for approval.
- ☐ Include a description of contributing drainage to the proposed Subdivision. The submittal shall include the area, slope and type of Development in the contributing area.
- ☐ Drainage narrative in compliance with the BCEDG.
- ☐ Clearly indicate the method of sanitary sewage treatment and/or disposal such as, but not limited to, municipal sewer service, private sewage disposal system and On-site sewage facilities including the size and location of all proposed sewer mains and manholes. Preliminary grades for each main between manholes and the depth at each manhole shall also be shown.
- ☐ All existing and proposed water courses or manmade drainage channels shall be located within a Common Area to be maintained by Owner.

FINAL PLAT APPLICATION REQUIREMENTS

Every Final Plat must include all of the items provided on the Simplified Plat checklist as well as the following:

- ☐ For Road widening and drainage purposes the Owner shall dedicate the Right-of-Way. In the case of drainage that is provided for the Lots, it shall be located outside of the Right-of-Way in a private drainage Easement. In the case of drainage that is provided for the Roadway, it shall be located within the Right-of-Way.
- ☒ If public Roadways are to be built as part of the plat, the plat note regarding the responsibility for construction of Roadways as found in Appendix G.3 shall be placed on the face of the plat.
- ☒ The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.
- ☐ Indicate the centerline length of each Road in the proposed Subdivision and its design speed.
- ☒ If more than four mailboxes are to be provided within the Subdivision, cluster mailboxes shall be provided and the location of such shall be indicated on the plat.
- ☐ If the Roads within the Subdivision will be privately maintained, include the appropriate note(s) per the requirements of Article 8 of these Regulations.
- ☐ Locations of existing and proposed private alleys.
- ☐ Locations of existing and proposed public areas.
- ☐ Locations of other Public Improvements, including but not limited to parks, schools and other public facilities.
- ☐ All Off-site Easements for infrastructure construction must be shown on the Final Plat with a volume and page listed to indicate where the separate instrument Easements were filed. Separate instrument Easements must be filed prior or concurrently with Final Plat.
- ☒ Proposed phasing. All phasing shall be in accordance with the approved Master Plan and/or Preliminary Plan and each phase must be able to stand alone to meet requirements of these Regulations. Infrastructure costs should be separate for each phase of the Subdivision.
- ☒ Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property.
- ☐ If the proposed Final Plat is to be a Private Subdivision (containing privately maintained Roads), the title of the plat shall contain the phrase, "A Private Subdivision". Refer to Article 8 for additional requirements.
- ☐ In the case of an On-site Sewage Facility (OSSF), the Developer shall be responsible for providing a Development Plan, as performed by a Professional Sanitarian, a Licensed Professional Engineer, or person certified as required by TCEQ Title 30 TAC Chapter 285. The sewage disposal plan shall be performed according rules and regulations established by the Brazos County On-site Sewage Facility (OSSF) Order and TCEQ Title 30 TAC Chapter 285.



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

PLAT APPLICATION

SUBJECT PROPERTY INFORMATION			
APPLICATION DATE *:	RESUBMITTAL:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
PROJECT / SUBDIVISION NAME: Winding Creek Phase 5			
PROJECT ADDRESS OR LOCATION: Bending Branch Drive			
LEGAL DESCRIPTION: J.C. Stuteville Survey, A-216			
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS: N/A			
NUMBER OF LOTS: 16		TOTAL ACREAGE: 33.863	
JURISDICTION : <input type="checkbox"/>	CITY LIMITS <input type="checkbox"/>	College Station ETJ <input type="checkbox"/>	OUTSIDE ALL CITY LIMITS AND ETJs <input type="checkbox"/>

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

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

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

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

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

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

CONTACT INFORMATION	
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APPLICANT INFORMATION		
FIRM NAME: Wellborn Winding Creek, LLC		
CONTACT: M.L. Schehin		
ADDRESS: 3000 Briarcrest Drive, Suite 302		
CITY: Bryan	STATE: TX	ZIP: 77802
PHONE: 281-642-4924	FAX:	
EMAIL: ml@mls-development.com		

PROPERTY OWNER INFORMATION		
FIRM NAME: Eric Bridges and Alexa Livingston Lot 66		
CONTACT: Eric Bridges and Alexa Livingston		
ADDRESS: 17626 WINDSONG DR		
CITY: College Station	STATE: Texas	ZIP: 77845
PHONE:	FAX:	
EMAIL:		

ENGINEER INFORMATION		
FIRM NAME: Schultz Engineering, LLC		
CONTACT: Joe Schultz, PE		
ADDRESS: 911 Southwest Parkway E		
CITY: College Station	STATE: TX	ZIP: 77840
PHONE: 979-764-3900	FAX: 979-764-3910	
EMAIL: eng@schultzeng.com		

SURVEYOR INFORMATION		
FIRM NAME: Kerr Surveying, LLC		
CONTACT: Brad Kerr		
ADDRESS: 409 N Texas Ave		
CITY: Bryan	STATE: TX	ZIP: 77803
PHONE: 979-268-3195	FAX:	
EMAIL: brad.kerr@suddenlinkmail.com		

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

PROPERTY OWNER CONSENT / AGENT AUTHORIZATION

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

SIGNATURE: <i>Eric Bridges</i>	PRINTED NAME: Eric Bridges	DATE: 1-30-24
SIGNATURE: <i>Alexa Livingston</i>	PRINTED NAME: Alexa Livingston	DATE: 1-30-24

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

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

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

Application Check List:

Copies of finished plat with corrections (if any):

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

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

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

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

- ☒ Approval notification from appropriate City.

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

SIMPLIFIED FINAL PLAT REQUIREMENTS

Every Simplified Plat shall include all of the following:

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

to the best available data. (Shown on drawing; not separate description)

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

requirements per Title 30, Part 1, Chapter 290, Subchapter D Rule §290.41.

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

MASTER PLAN / PRELIMINARY PLAN REQUIREMENTS

Every Master Plan / Preliminary Plan shall include all of the following:

- ☐ Title Block with the following information:
 - ☐ Name, address, telephone and email address of Subdivider, recorded Owner, Engineer and surveyor.
 - ☐ Proposed name of Subdivision. (Subdivision name & Street names will be approved through the Brazos County 911.)
 - ☐ Date of preparation. (Include the date of any revisions on the plan.)
 - ☐ Engineer's scale in feet.
 - ☐ Total area intended to be developed.
 - ☐ Proposed number of Lots to be developed.
 - ☐ Abstract name and number.
- ☐ The Preliminary Plan shall carry the legend "PRELIMINARY PLAN FOR REVIEW PURPOSES ONLY".
- ☐ North arrow.
- ☐ Drawn on 24" x 36" sheet to scale of 100-feet per inch or larger.
- ☐ Subdivision boundary indicated by heavy lines. Boundary must include all of Parent Tract.
- ☐ All horizontal control and vertical elevations depicted on the plan shall be tied to NAD83 and NAVD 1988 Datum.
- ☐ A vicinity map, drawn at a scale appropriate to show all nearby major Roadways and sufficient in detail to identify the location of the proposed plan.
- ☐ All adjacent property Owner's names, deed record, or Subdivision name, Block and Lot number, and existing use.
- ☐ All parcels within the boundary of the Subdivision shall have a Block and Lot number shown on the face of the plan drawing.
- ☐ County boundaries, City limits, Extraterritorial Jurisdiction (ETJ) boundaries, school district boundaries and Subdivision section and/or phase boundaries.
- ☐ Road names and Road designation (whether the Road will be public or privately owned), pavement width and Right-of-Way width for all proposed Roads within and all existing Roads abutting the plan. (Proposed and existing)
- ☐ All existing and proposed plan boundary lines, phase/section lines, and Lot lines with bearings and dimensions.
- ☐ Utility Services. (Water, wastewater, electrical, natural gas, cable, phone, etc.) (Existing and proposed.)
- ☐ Pipelines: label company with volume and page.
- ☐ The Preliminary Plan (including the entire Parent Tract if only a portion of that tract is to be subdivided) shall be shown on a single sheet, regardless of its acreage. The Preliminary Plan may also be shown on multiple sheets if necessary to show all detail and required information as required by this section.
- ☐ Size, in acres, of all Daughter Tracts.
- ☐ Centerline tangent lengths and curve data for all proposed Roads.
- ☐ Easements and rights-of-way shall be dedicated to the public. The dedication of all Easements and rights-of-way shall be accomplished free of liens.

- ☐ All proposed Easements and existing Easements of record that have a designated route shall be shown on the plan with bearings and dimensions. The Owner shall be responsible for coordinating with all Utility Providers the location of all utility Easements that are shown on the Final Plat.
- ☐ Building Setback Lines for each proposed Lot as defined herein. For Subdivisions located within an Extraterritorial Jurisdiction (ETJ), this may be shown on the drawing or included as a plan note.
- ☐ Metes and bounds description of the property to be subdivided shall be certified by a Registered Professional Land Surveyor (RPLS), describing a beginning point and reciting bearings and distances to a corner of the original land grant survey of which the Subdivision is a part, according to the best available data. (Shown on drawing; not separate description)
- ☐ Primary control points or descriptions and ties to such control points, to which, later, all dimensions, angles, bearings, Block numbers, and similar data shall be referred. The plat shall be located with respect to a corner of the surveyor tract, or an original corner of the original survey of which it is a part. All boundaries shall be tied to a County control monument.
- ☐ The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.
- ☐ The On-site Sewage Facility (OSSF) setback as required by the Brazos County Health District.
- ☐ The location, zone classification and panel Effective Date of the 100-Year Floodplain as identified on the most current Brazos County Flood Insurance Rate Map (FIRM), published by the Federal Emergency Management Agency (FEMA).
- ☐ If there are any areas within the plat that include a FEMA-mapped Floodplain with a Zone A classification, or if there exists within or adjacent to the plat any water courses whose upstream drainage basin is larger than 64 acres, the plat shall also show the extent of the 100-Year Floodplain as determined by an engineering study under the seal of a Registered Professional Engineer. This study shall be sufficient in scope to determine and establish a BFE for all points within the plat.
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- ☐ The Owner shall provide a letter of serviceability from an entity or entities providing water service or a letter stating that no service is available within 300 feet of the Subdivision and certifying that the Lots are suitable for private wells.
- ☐ If entrances or driveways are proposed fronting Texas Department of Transportation (TxDOT)

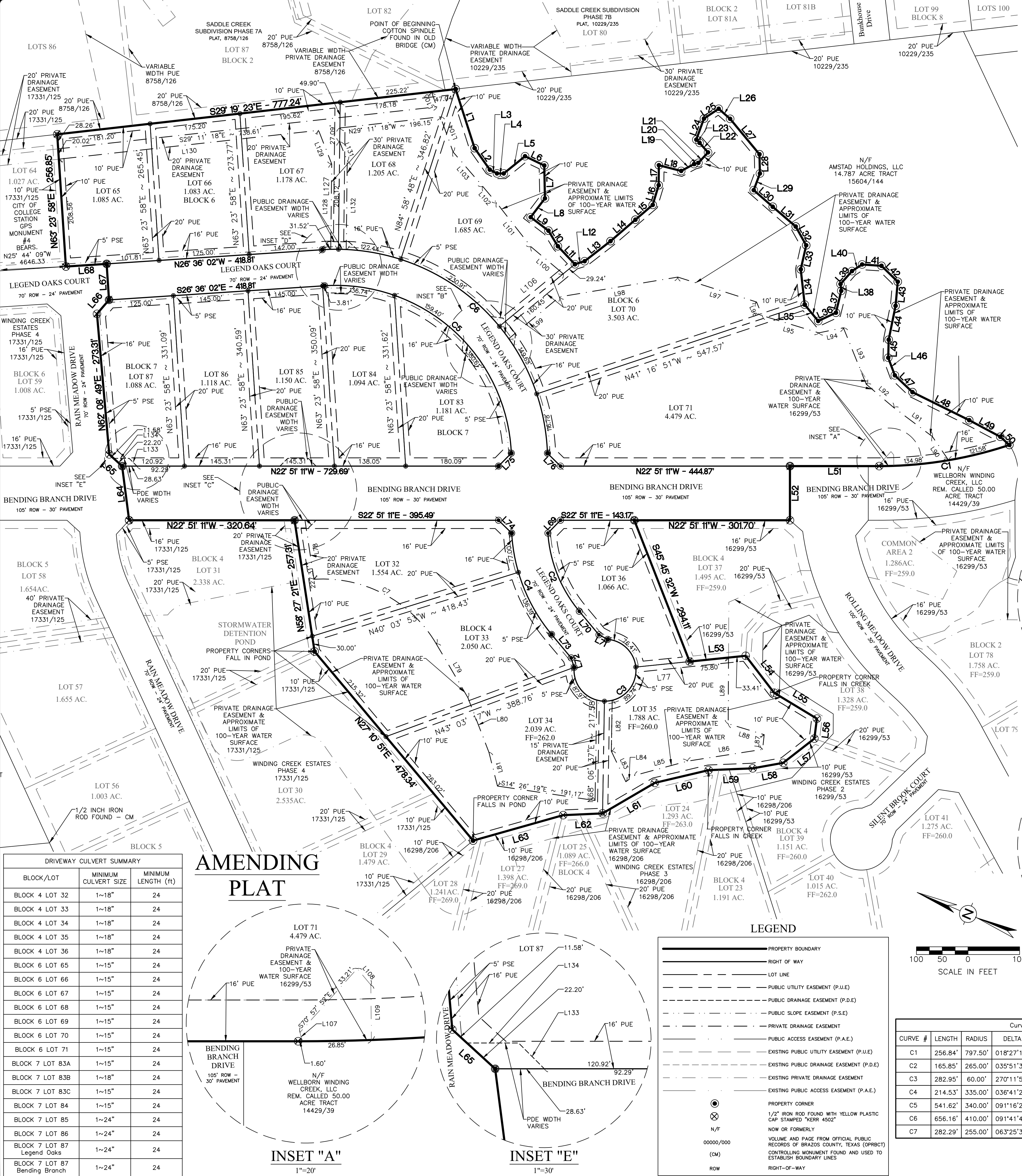
controlled highways, farm-to-market Roads, or others, copies of correspondence with TxDOT are required to be submitted with the Preliminary Plan stating that the general entrance or driveway configuration is within TxDOT's guidelines. Formal approval of the layout from TxDOT is required prior to approval of Final Plat.

- ☐ For Road widening and drainage purposes the Owner shall dedicate the Right-of-Way. In the case of drainage that is provided for the Lots, it shall be located outside of the Right-of-Way in a private drainage Easement. In the case of drainage that is provided for the Roadway, it shall be located within the Right-of-Way.
- ☐ Indicate the centerline length of each Road in the proposed Subdivision and its design speed.
- ☐ If the Roads within the Subdivision will be privately maintained, include the appropriate note(s) per the requirements of Article 8 of these Regulations.
- ☐ Locations of existing and proposed private alleys.
- ☐ Locations of existing and proposed public areas.
- ☐ Locations of other public Improvements, including but not limited to parks, schools and other public facilities.
- ☐ The location of proposed cluster mailboxes, as required.
- ☐ All proposed Off-site Easements for infrastructure construction must be shown on the Preliminary Plan.
- ☐ Proposed phasing. Each phase must be able to stand alone to meet requirements of these Regulations.
- ☐ Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property and detention basins, if needed.
- ☐ If the proposed Preliminary Plan is to be a Private Subdivision (containing privately maintained Roads), the title of the plan shall contain the phrase, "A Private Subdivision". Refer to Article 8 for additional requirements.
- ☐ This check list along with the required copies of the plan shall be submitted to the County Engineer for approval.
- ☐ Include a description of contributing drainage to the proposed Subdivision. The submittal shall include the area, slope and type of Development in the contributing area.
- ☐ Drainage narrative in compliance with the BCEDG.
- ☐ Clearly indicate the method of sanitary sewage treatment and/or disposal such as, but not limited to, municipal sewer service, private sewage disposal system and On-site sewage facilities including the size and location of all proposed sewer mains and manholes. Preliminary grades for each main between manholes and the depth at each manhole shall also be shown.
- ☐ All existing and proposed water courses or manmade drainage channels shall be located within a Common Area to be maintained by Owner.

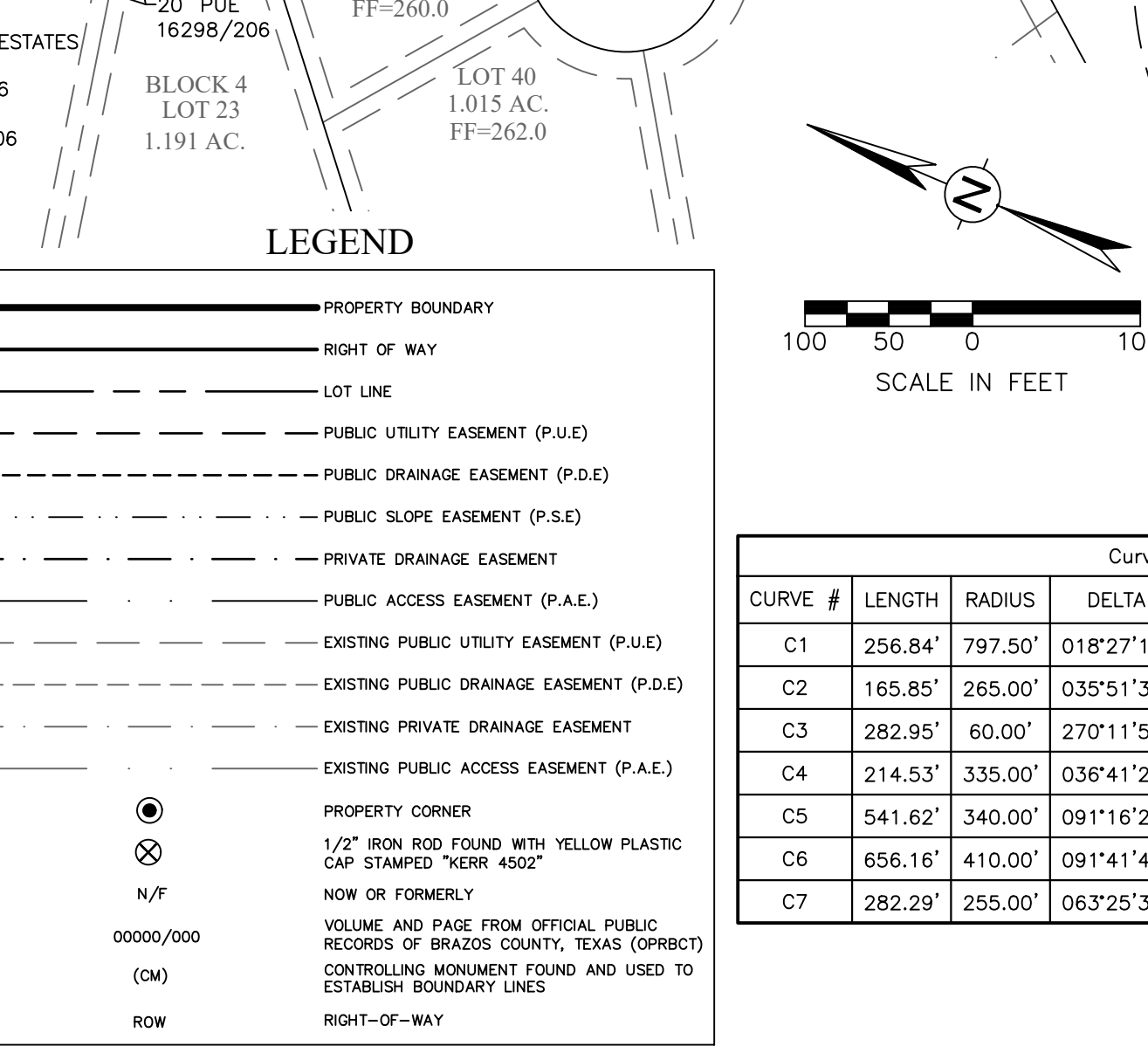
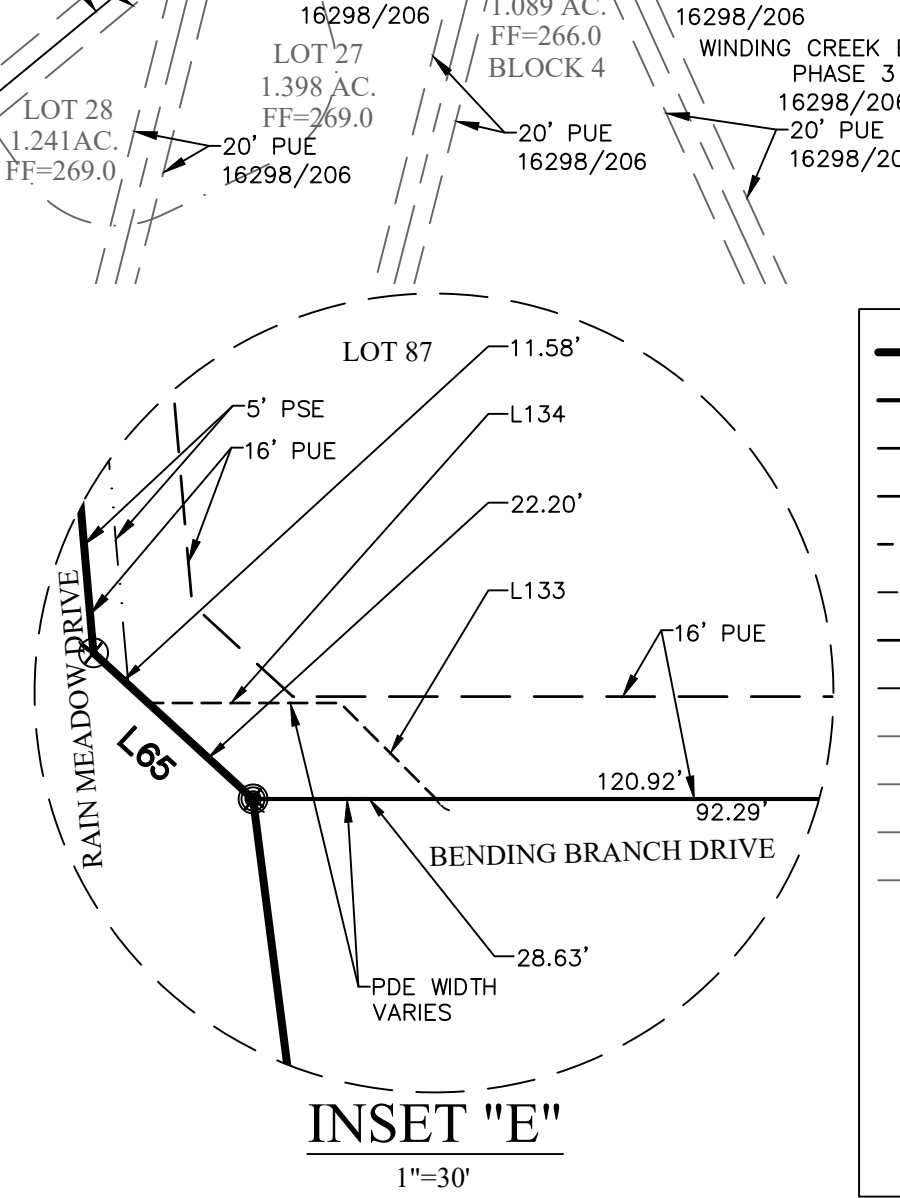
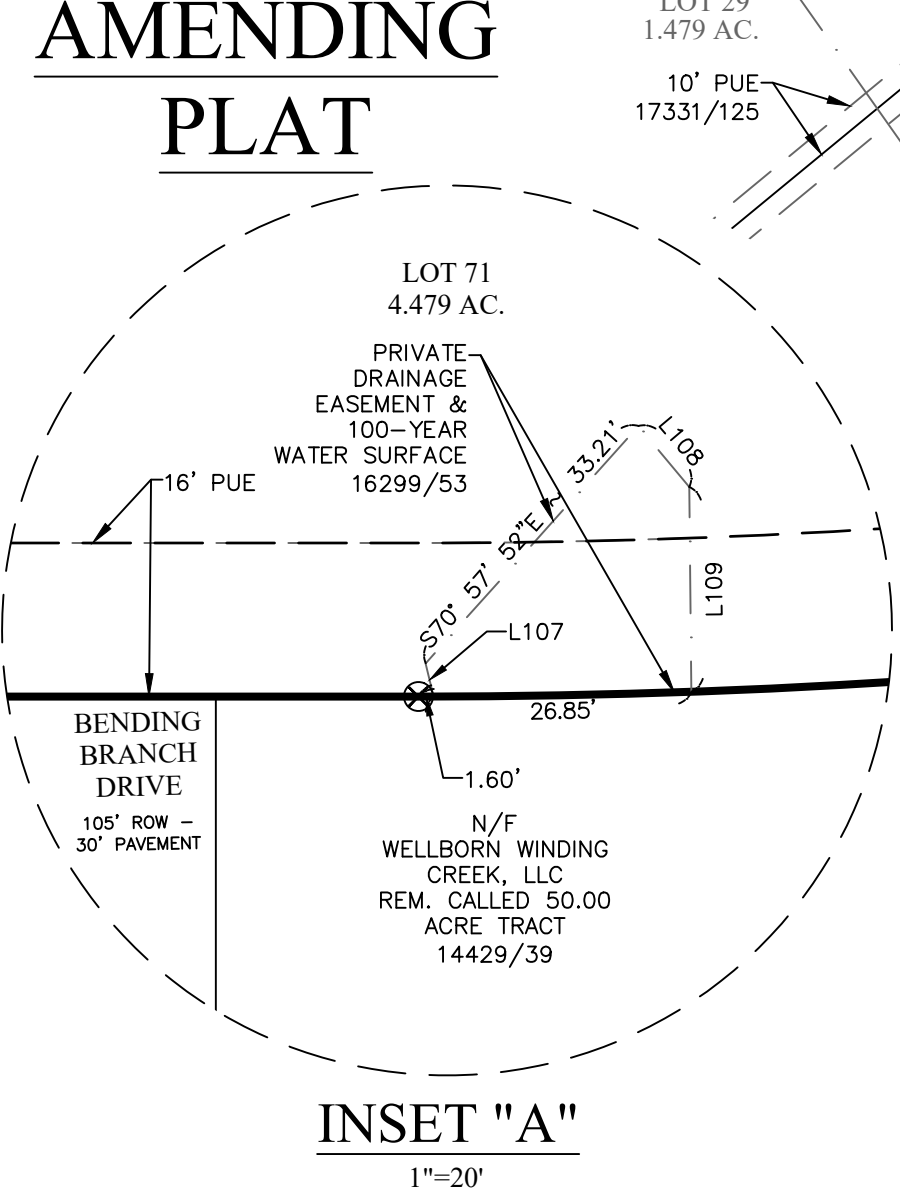
FINAL PLAT APPLICATION REQUIREMENTS

Every Final Plat must include all of the items provided on the Simplified Plat checklist as well as the following:

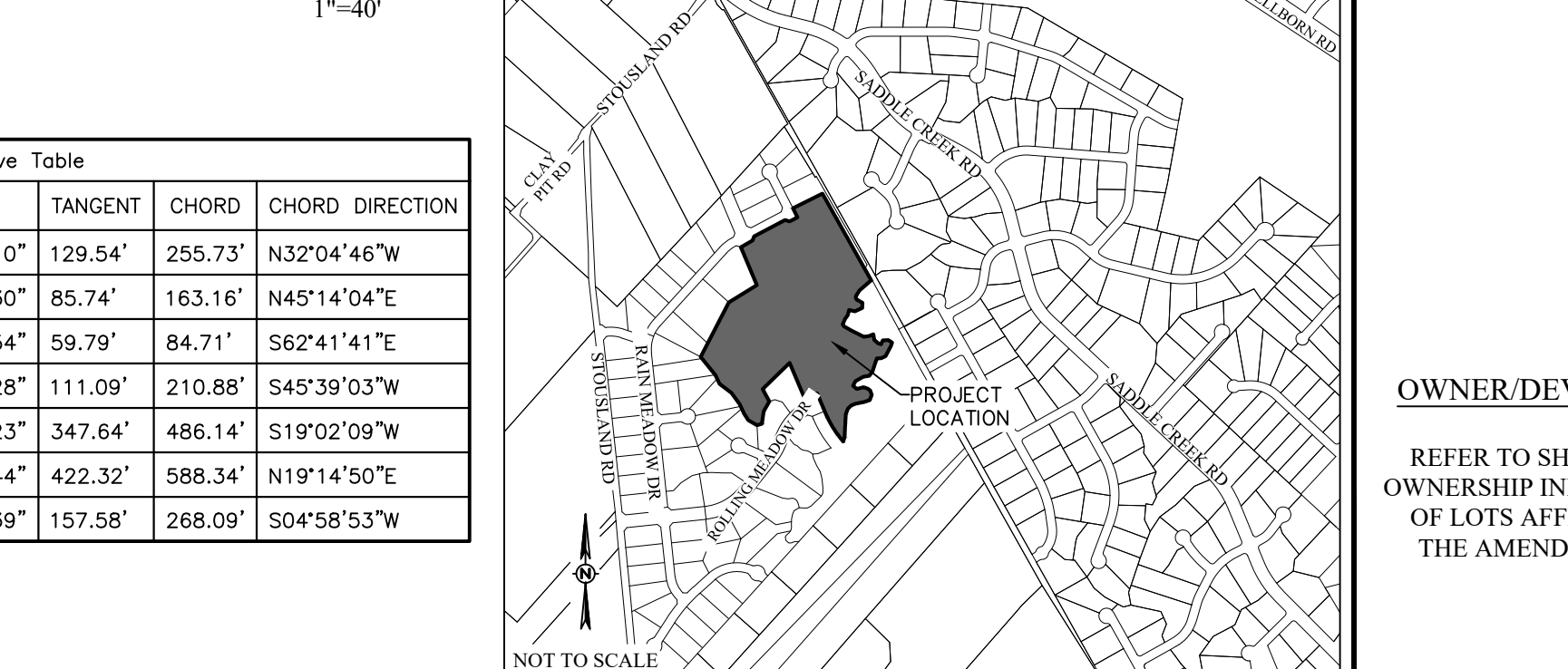
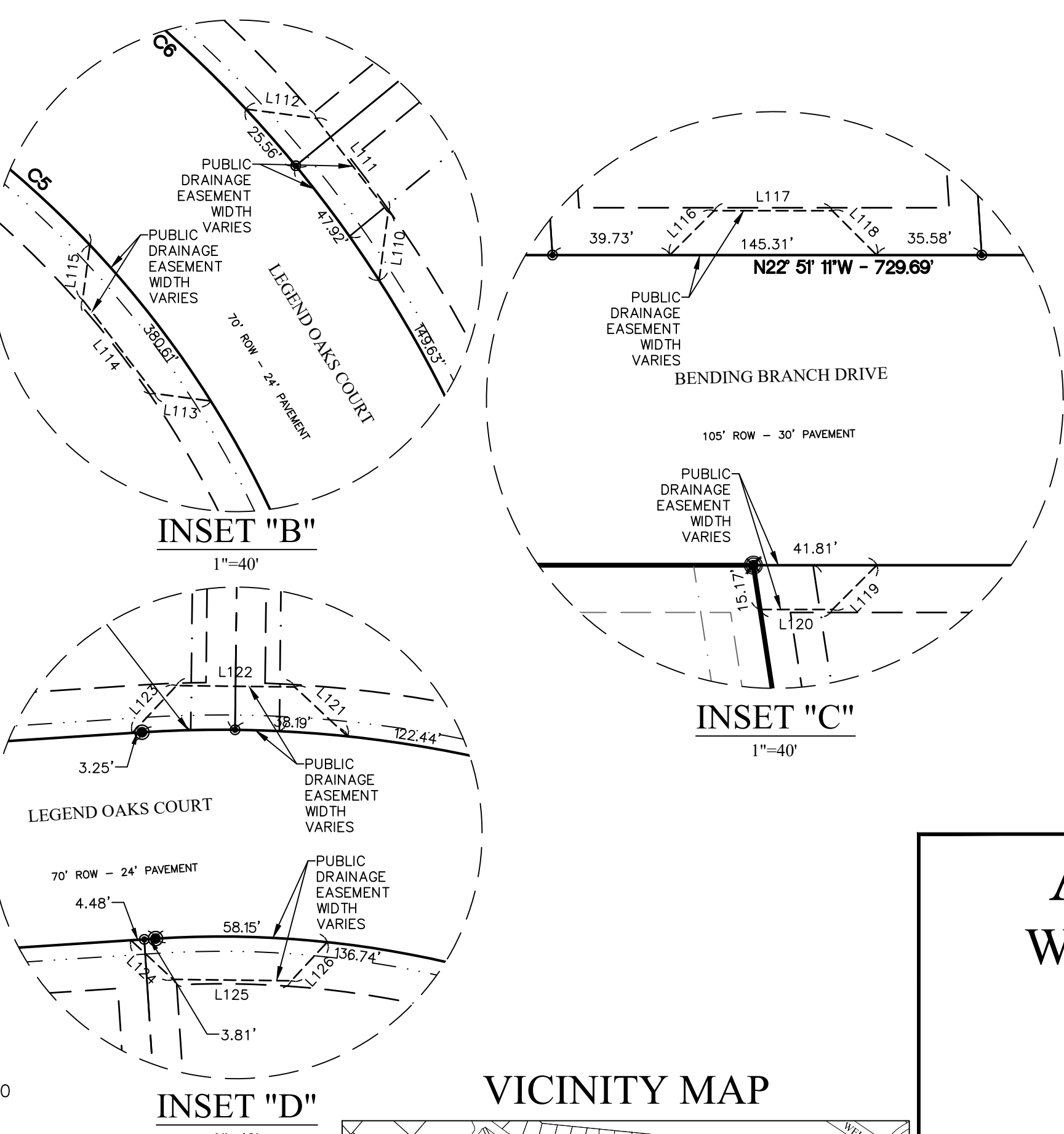
- ☐ For Road widening and drainage purposes the Owner shall dedicate the Right-of-Way. In the case of drainage that is provided for the Lots, it shall be located outside of the Right-of-Way in a private drainage Easement. In the case of drainage that is provided for the Roadway, it shall be located within the Right-of-Way.
- ☒ If public Roadways are to be built as part of the plat, the plat note regarding the responsibility for construction of Roadways as found in Appendix G.3 shall be placed on the face of the plat.
- ☒ The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.
- ☐ Indicate the centerline length of each Road in the proposed Subdivision and its design speed.
- ☒ If more than four mailboxes are to be provided within the Subdivision, cluster mailboxes shall be provided and the location of such shall be indicated on the plat.
- ☐ If the Roads within the Subdivision will be privately maintained, include the appropriate note(s) per the requirements of Article 8 of these Regulations.
- ☐ Locations of existing and proposed private alleys.
- ☐ Locations of existing and proposed public areas.
- ☐ Locations of other Public Improvements, including but not limited to parks, schools and other public facilities.
- ☐ All Off-site Easements for infrastructure construction must be shown on the Final Plat with a volume and page listed to indicate where the separate instrument Easements were filed. Separate instrument Easements must be filed prior or concurrently with Final Plat.
- ☒ Proposed phasing. All phasing shall be in accordance with the approved Master Plan and/or Preliminary Plan and each phase must be able to stand alone to meet requirements of these Regulations. Infrastructure costs should be separate for each phase of the Subdivision.
- ☒ Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property.
- ☐ If the proposed Final Plat is to be a Private Subdivision (containing privately maintained Roads), the title of the plat shall contain the phrase, "A Private Subdivision". Refer to Article 8 for additional requirements.
- ☐ In the case of an On-site Sewage Facility (OSSF), the Developer shall be responsible for providing a Development Plan, as performed by a Professional Sanitarian, a Licensed Professional Engineer, or person certified as required by TCEQ Title 30 TAC Chapter 285. The sewage disposal plan shall be performed according rules and regulations established by the Brazos County On-site Sewage Facility (OSSF) Order and TCEQ Title 30 TAC Chapter 285.



DRIVEWAY CULVERT SUMMARY		
BLOCK/LOT	MINIMUM CULVERT SIZE	MINIMUM LENGTH (ft)
BLOCK 4 LOT 32	1~18"	24
BLOCK 4 LOT 33	1~18"	24
BLOCK 4 LOT 34	1~18"	24
BLOCK 4 LOT 35	1~18"	24
BLOCK 4 LOT 36	1~18"	24
BLOCK 6 LOT 65	1~15"	24
BLOCK 6 LOT 66	1~15"	24
BLOCK 6 LOT 67	1~15"	24
BLOCK 6 LOT 68	1~15"	24
BLOCK 6 LOT 69	1~15"	24
BLOCK 6 LOT 70	1~15"	24
BLOCK 6 LOT 71	1~15"	24
BLOCK 7 LOT 83A	1~15"	24
BLOCK 7 LOT 83B	1~18"	24
BLOCK 7 LOT 83C	1~15"	24
BLOCK 7 LOT 84	1~15"	24
BLOCK 7 LOT 85	1~24"	24
BLOCK 7 LOT 86	1~24"	24
BLOCK 7 LOT 87	1~24"	24
BLOCK 7 LOT 87 Legend Oaks	1~24"	24
BLOCK 7 LOT 87 Bending Branch	1~24"	24



LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L1	120.16'	S49° 19' 01"W	L35	41.15'	S27° 35' 02"W	L69	34.90'	S68° 35' 12"E	L103	88.28'	N26° 26' 41"E
L2	51.04'	S31° 53' 20"W	L36	37.84'	S47° 57' 24"E	L70	59.41'	N27° 18' 19"E	L104	72.27'	N47° 25' 14"E
L3	15.68'	S4° 57' 25"W	L37	43.69'	N80° 56' 04"E	L71	19.17'	N4° 45' 21"E	L105	30.79'	N47° 25' 14"E
L4	13.17'	S22° 19' 25"E	L38	13.24'	N60° 41' 00"E	L72	19.17'	S49° 51' 18"W	L106	189.69'	S62° 18' 30"E
L5	53.14'	S61° 50' 02"E	L39	33.57'	S71° 11' 52"E	L73	59.41'	S27° 18' 19"W	L107	3.56'	N53° 27' 00"E
L6	41.43'	S2° 53' 52"W	L40	23.40'	S56° 02' 53"E	L74	35.71'	S21° 34' 00"W	L108	8.26'	S27° 20' 43"W
L7	63.69'	S65° 59' 55"W	L41	37.66'	S18° 58' 14"E	L75	35.13'	N68° 12' 59"W	L109	21.33'	S66° 32' 51"W
L8	45.81'	N75° 41' 51"W	L42	44.13'	S21° 28' 25"W	L76	35.54'	N21° 50' 45"E	L110	23.25'	S74° 40' 26"W
L9	43.26'	S14° 22' 38"W	L43	46.97'	S72° 22' 11"W	L77	104.99'	N28° 41' 26"W	L111	40.00'	S29° 40' 26"W
L10	35.29'	S35° 55' 06"W	L44	67.01'	S78° 35' 47"W	L78	115.74'	S58° 27' 21"W	L112	24.01'	S15° 19' 34"E
L11	47.92'	S23° 38' 01"W	L45	34.86'	S68° 37' 51"W	L79	120.78'	S36° 41' 42"W	L113	19.24'	N15° 19' 34"W
L12	19.70'	S40° 01' 35"E	L46	36.53'	S46° 37' 57"W	L80	113.62'	S46° 04' 42"W	L114	40.00'	N29° 40' 26"E
L13	63.29'	S51° 14' 11"E	L47	47.16'	S20° 46' 17"W	L81	67.53'	S52° 56' 28"W	L115	18.71'	N74° 40' 26"E
L14	63.57'	S63° 31' 22"E	L48	122.68'	S3° 26' 31"W	L82	98.58'	S68° 06' 37"W	L116	21.21'	S67° 51' 11"E
L15	44.25'	S63° 25' 09"E	L49	68.28'	S5° 08' 51"W	L83	65.62'	S41° 46' 01"W	L117	40.00'	S22° 51' 11"E
L16	39.91'	N83° 55' 58"E	L50	23.77'	S19° 25' 29"W	L84	20.80'	S58° 33' 49"E	L118	21.21'	S22° 08' 49"W
L17	38.69'	N67° 42' 19"E	L51	172.93'	N22° 51' 11"W	L85	106.08'	S38° 01' 26"E	L119	21.21'	N67° 51' 11"W
L18	44.74'	S8° 29' 42"E	L52	105.00'	S67° 08' 49"W	L86	147.59'	S31° 44' 33"E	L120	24.51'	N22° 51' 11"W
L19	38.19'	N51° 14' 11"E	L53	109.20'	S28° 41' 26"W	L87	28.63'	N73° 25' 29"E	L121	24.53'	S20° 06' 33"W
L20	8.78'	S38° 16' 41"E	L54	90.24'	S29° 34' 51"W	L88	72.97'	N5° 57' 04"W	L122	40.00'	S22° 11' 41"E
L21	27.53'	S70° 07' 05"E	L55	97.07'	S8° 19' 57"W	L89	128.30'	N67° 25' 57"E	L123	21.90'	S69° 53' 27"E
L22	24.61'	N25° 32' 56"E	L56	38.97'	S32° 52' 49"E	L90	55.57'	N32° 52' 49"E	L124	19.45'	N20° 06' 33"E
L23	9.00'	N22° 14' 59"E	L57	76.61'	N60° 42' 38"W	L91	93.77'	N13° 59' 57"E	L125	40.00'	N22° 11' 41"W
L24	43.38'	N87° 06' 38"E	L58	60.12'	N33° 05' 33"W	L92	69.75'	N17° 26' 49"E	L126	17.88'	N69° 53' 27"W
L25	34.31'	S56° 32' 30"E	L59	85.42'	N25° 10' 40"W	L93	118.06'	N45° 07' 57"E	L127	285.12'	N67° 48' 19"E
L26	29.54'	S18° 22' 25"W	L60	107.33'	N36° 08' 32"W	L94	48.82'	N34° 29' 01"W	L128	165.44'	N67° 48' 19"E
L27	89.28'	S27° 32' 42"W	L61	117.19'	N53° 09' 11"W	L95	114.47'	N5° 52' 35"W	L129	70.09'	N45° 48' 12"E
L28	37.24'	S65° 57' 52"W	L62	76.51'	N25° 24' 23"W	L96	28.63'	N44° 24' 04"E	L130	506.56'	N29° 11' 18"W
L29	34.42'	S87° 25' 39"W	L63	181.40'	N38° 39' 07"W	L97	160.19'	N5° 17' 58"W	L131	40.04'	S45° 48' 12"W
L30	48.84'	S18° 20' 21"W	L64	105.87'	N59° 47' 17"E	L98	232.39'	N32° 22' 10"W	L132	171.28'	S67° 48' 19"W
L31	58.78'	S17° 49' 05"W	L65	33.78'	N19° 38' 49"E	L99	127.50'	N62° 18' 30"W	L133	21.21'	S22° 08' 49"W
L32	41.72'	S37° 56' 59"W	L66	35.74'	S72° 13' 36"E	L100	81.92'	N17° 05' 26"E	L134	30.00'	S22° 51' 11"E
L33	47.84'	S79° 55' 10"W	L67	70.00'	N63° 23' 58"E	L101	108.02'	N29° 09' 00"E			
L34	68.79'	S60° 44' 56"W	L68	79.19'	N26° 36' 02"W	L102	41.48'	N26° 51' 35"E			



NOTES:

- COORDINATES AND BEARING SYSTEM SHOWN HEREON ARE NAD83 (TEXAS STATE PLANE CENTRAL ZONE GRID NORTH) BASED ON THE SHOWN COORDINATES OF THE CITY OF COLLEGE STATION GEODETIC CONTROL STATION 14809494578027 MON 4 (N10771032.038, E3567536.952) AND AS ESTABLISHED BY GPS OBSERVATION.
- DISTANCES SHOWN HEREON ARE GRID DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN SURFACE DISTANCES, MULTIPLE A CORRECTION FACTOR OF 1.000075104955 (CALCULATED USING EGM2012).
- NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOODPLAIN ACCORDING TO THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR BRAZOS COUNTY AND INCORPORATED AREAS, MAP NO. 48041C0375E, EFFECTIVE DATE MAY 16, 2012.
- 1/2" IRON RODS WITH BLUE PLASTIC CAPS STAMPED "KERR SURVEYING" WILL BE SET AT ALL LOT CORNERS AND ANGLE POINTS UNLESS NOTED OTHERWISE.
- DISTANCES SHOWN ON CURVES ARE CHORD LENGTHS.
- DRIVEWAY ACCESS FROM RESIDENTIAL LOTS SHALL NOT BE PERMITTED UNTO BENDING BRANCH DRIVE.
- DRIVEWAY CULVERTS SHALL COMPLY WITH BRAZOS COUNTY SPECIFICATIONS.
- THE WATER SUPPLIER FOR THIS DEVELOPMENT IS THE WELLSBORO SPECIAL UTILITY DISTRICT. THE WATERLINES WILL BE DESIGNED AND CONSTRUCTED TO CITY OF COLLEGE STATION SPECIFICATIONS AND STANDARDS AND WILL BE LOCATED IN UTILITY EASEMENTS AT THE FRONT OF THE RESIDENTIAL LOTS. THESE WATERLINES WILL PROVIDE THE REQUIRED FLOW TO FIRE HYDRANTS TO MEET FIRE PROTECTION REQUIREMENTS.
- THE SUBJECT TRACT LIES WITHIN THE EXTRA-TERRITORIAL JURISDICTION (ETJ) OF THE CITY OF COLLEGE STATION.
- THE SUBDIVISION IS LOCATED IN THE COLLEGE STATION ISD.
- BUILDING SETBACKS ARE 25' ADJACENT TO ALL STREETS ACCORDING TO BRAZOS COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS. ADDITIONAL BUILDING SETBACKS MAY BE REQUIRED BY DEED RESTRICTIONS OR THIS PLAT.
- ELECTRIC SERVICE FOR THIS DEVELOPMENT WILL BE PROVIDED BY BRYAN TEXAS UTILITIES (BTU). THE ELECTRIC DISTRIBUTION LINES WILL BE LOCATED IN THE 16' UTILITY EASEMENT FRONT OF THE LOTS AND IN THE SIDE LOT EASEMENTS. ELECTRICAL DISTRIBUTION LINES MAY ALSO BE LOCATED IN THE 20' P.U.E. ALONG THE PERIMETER OF THE SUBDIVISION. ADDITIONAL EASEMENTS WILL BE PROVIDED AS REQUIRED BY BTU.
- THE STREETS FOR THIS DEVELOPMENT WILL BE CONSTRUCTED TO THE RURAL STREET STANDARDS PER BRAZOS COUNTY REQUIREMENTS WITH THE ADDITIONAL REQUIREMENT THAT THE PAVEMENT SURFACE BE 2" OF HOT MIX ASPHALTIC CONCRETE TO MEET CITY OF COLLEGE STATION REQUIREMENTS.
- COMPACTION OF FILL OR AN ENGINEERED SLAB IS REQUIRED FOR LOTS THAT HAVE GREATER THAN 2 FEET OF FILL.
- DRAINAGE OF THE LOTS WILL FOLLOW NATURAL DRAINAGE PATTERNS. BORROW DITCHES WILL CONVEY RUNOFF TO COUNTRY STRUCTURES. DRAINAGE WITHIN THE EXISTING DRAINAGEWAYS SHALL BE PRESERVED IN THEIR EXISTING CONDITION AND THE NATURAL FLOW OF WATER IN THE EXISTING DRAINAGEWAYS SHALL BE OBSTRUCTED.
- DRAINAGE FOR THIS PHASE WAS COVERED WITH THE MASTER DETENTION REPORT SUBMITTED WITH PHASE 2 OF THE SUBDIVISION TITLED "STORM WATER DETENTION ANALYSIS FOR THE WINDING CREEK ESTATES SUBDIVISION". NO DETENTION IS NEEDED IN THIS PHASE BECAUSE THE DETENTION POND DESIGNED IN PHASE 2 AND THE PROPOSED CULVERTS ACCOMMODATE ALL INCREASE IN PEAK FLOWS FOR THIS SUBDIVISION.
- LOTS ARE TO BE SERVED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES (OSSFs) WHICH MUST COMPLY WITH ALL COUNTY & STATE OSSF REGULATIONS. ALL OSSF CONSTRUCTION MUST HAVE AN "AUTHORIZATION TO CONSTRUCT" PERMIT ISSUED BY THE BRAZOS COUNTY HEALTH DEPARTMENT. THIS PERMIT ENSURES COMPLIANCE WITH THE COUNTY ORDER ADOPTED BY THE COMMISSIONERS COURT OF BRAZOS COUNTY, PURSUANT TO THE PROVISIONS OF SECTION 21.084 OF THE TEXAS WATER CODE. ON-SITE SEWAGE FACILITIES AREAS SHALL NOT EXCEED THE 100 FOOT OR THE 150 FOOT SANITARY ZONE OF A PRIVATE OR PUBLIC WELL, RESPECTIVELY.
- ALL TREES AND BRUSH SHALL BE REMOVED FROM THE ROADWAY RIGHTS-OF-WAY, RIGHTS-OF-WAY DEDICATION AREAS AND PUBLIC UTILITY EASEMENTS.
- EXISTING UTILITIES LOCATED IN RIGHTS-OF-WAY DEDICATION AREAS WILL BE RELOCATED INTO THE ADJACENT PUBLIC UTILITY EASEMENT AT THE DEVELOPER'S EXPENSE.
- THE FOLLOWING EASEMENTS DO APPLY TO THIS TRACT:
 - EASEMENT FROM FOREST G. WEST ET UX TO CITY OF BRYAN, DATED JANUARY 16, 1950 RECORDED IN VOL. 141, PG. 483, DEED RECORDS OF BRAZOS COUNTY, TEXAS. (BLANKET)
 - EASEMENT FROM J. NEAL PRATT ET AL TO WELLSBORO WATER SUPPLY CORPORATION, DATED NOVEMBER 10, 1972, RECORDED IN VOL. 303, PG. 338, DEED RECORDS OF BRAZOS COUNTY, TEXAS. (BLANKET)
 - RIGHT-OF-WAY EASEMENT FROM J. NEAL PRATT ET UX TO CITY OF BRYAN, DATED MAY 28, 1985, RECORDED IN VOL. 102, PG. 476, OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS. (BLANKET)
 - RIGHT-OF-WAY EASEMENT FROM J. H. MOORE ET UX TO CITY OF BRYAN, DATED FEBRUARY 24, 1950, RECORDED IN VOLUME 141, PAGE 583, DEED RECORDS OF BRAZOS COUNTY, TEXAS. (BLANKET)
- THE FOLLOWING EASEMENTS DO NOT APPLY TO THIS TRACT:
 - RIGHT-OF-WAY EASEMENT FROM PAUL PRATT TO WELLSBORO WATER SUPPLY CORPORATION, DATED JUNE 21, 1985, RECORDED IN VOL. 809, PG. 319, OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS. (BLANKET)
 - EASEMENT FROM WELLSBORO WINDING CREEK TO WELLSBORO SPECIAL UTILITY DISTRICT, DATED SEPTEMBER 20, 2018, RECORDED IN VOL. 14968, PG. 140, OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS. (BLANKET)
 - EASEMENT GRANTED TO THE CITY OF BRYAN, TEXAS BY ALFRED COLLINS, ET UX, AS SET OUT IN INSTRUMENT DATED JANUARY 25, 1950, RECORDED IN VOLUME 141, PAGE 472, DEED RECORDS OF BRAZOS COUNTY, TEXAS. (BLANKET)
 - BLANKET EASEMENT GRANTED TO WELLSBORO WATER SUPPLY CORPORATION BY ANNE RUTH WARE, AS SET OUT IN INSTRUMENT DATED NOVEMBER 10, 1971, RECORDED IN VOLUME 303, PAGE 379, DEED RECORDS OF BRAZOS COUNTY, TEXAS. (BLANKET)
 - EASEMENT GRANTED TO THE CITY OF BRYAN, TEXAS, BY OREGO ONLY GREER AS SET OUT IN INSTRUMENT DATED FEBRUARY 25, 1981, RECORDED IN VOLUME 479, PAGE 260, DEED RECORDS OF BRAZOS COUNTY, TEXAS. (BLANKET)
- BRAZOS COUNTY WILL BE RESPONSIBLE FOR MAINTAINING PUBLIC DRAINAGE EASEMENTS. THE HOME OWNERS' ASSOCIATION (HOA) AND LOT OWNERS WILL MAINTAIN THE PRIVATE DRAINAGE EASEMENTS AND THE LOT OWNERS OF BLOCK 4, LOT 32, 33, & 34 WILL MAINTAIN THE DETENTION POND.
- NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE BRAZOS COUNTY FLOODPLAIN ADMINISTRATION. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE (1) FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE (5) FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR TWO (2) FEET ABOVE THE BASE FLOOD ELEVATION ("BFE"), WHICHEVER IS HIGHER.
- RURAL MAILBOXES SHALL BE SET FIVE (5) FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TPOOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY BRAZOS COUNTY. FOR SINGLE-FAMILY RESIDENTIAL DEVELOPMENTS, MULTI-UNIT RESIDENTIAL DEVELOPMENTS OR MANUFACTURED HOME COMMUNITIES, NEIGHBORHOOD DELIVERY AND COLLECTION BOX UNITS ("NDOB"), OR COMMUNITY MAILBOXES, SHALL BE PROVIDED, IF POSSIBLE, THESE MAILBOX UNITS SHOULD BE INSTALLED ON LOW VOLUME INTERSECTING ROADWAYS OR ON PRIVATE PROPERTY. LOCATIONS FOR THE NDOB SHALL BE SHOWN ON CONSTRUCTION PLANS.
- IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF BRAZOS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF BRAZOS COUNTY, TEXAS. THE COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WORKS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
- IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY THE OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND COMMADE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
- 20' PUE CENTERED ON ALL INTERIOR SIDE LOT LINES, 16' PUE ALONG ALL STREETS UNLESS OTHERWISE NOTED.
- THE PUBLIC SLOPE EASEMENT IS TO PROVIDE FOR THE MAINTENANCE OF THE ROAD SIDE DITCH IN LOCATIONS WHERE THE GRADING OF THE ROAD SIDE DITCH OCCURS OUTSIDE OF THE PUBLIC ROAD RIGHT OF WAY.
- THE PURPOSE OF THIS AMENDING PLAT IS TO PROVIDE THE MISSING LINE CALLS (L51 THROUGH L68) FROM THE FILED PLAT DEFINE THE PURPOSE OF THE PUBLIC SLOPE EASEMENT (PSE, NOTE #28), AND REMOVE THE COMMON AREA 2 LABEL THAT WAS INCORRECTLY SHOWN ON LOT #70.

AMENDING PLAT

WINDING CREEK ESTATES

PHASE 5

17 LOTS

33.863 ACRES

BLOCK 4, LOTS 32-36
BLOCK 6, LOTS 65-71
BLOCK 7, LOTS 83-87

AS RECORDED IN VOL. 18077, PG. 179
J.C. STUTEVILLE SURVEY, A-216
BRAZOS COUNTY, TEXAS

SCALE 1" = 100'
SEPTEMBER 2023

OWNER/DEVELOPER: Nathan Paul Kerr, RPLS No. 6834
Kerr Surveying, LLC
409 N. Texas Ave.
Bryan, TX 77803
(979) 268-3195
TBPELS FIRM # 110018500
Kerr Job 21-154

SURVEYOR: Nathan Paul Kerr, RPLS No. 6834
Kerr Surveying, LLC
409 N. Texas Ave.
Bryan, TX 77803
(979) 268-3195
TBPELS FIRM # 110018500
Kerr Job 21-154

ENGINEER: TBPB No. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
(979) 764-3900

REFER TO SHEET 3 FOR OWNERSHIP INFORMATION OF LOTS AFFECTED BY THE AMENDING PLAT

SHEET 2 OF 3

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN THE J. C. STUTEVILLE SURVEY, ABSTRACT NO. 216, BRAZOS COUNTY, TEXAS, SAID TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 31.915 ACRE TRACT AS DESCRIBED BY A DEED TO WELLBORN WINDING CREEK, LLC RECORDED IN VOLUME 14161, PAGE 110 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, A PORTION OF THE REMAINDER OF A CALLED 50.00 ACRE TRACT AS DESCRIBED BY A DEED TO WELLBORN WINDING CREEK, LLC RECORDED IN VOLUME 14429, PAGE 39 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, THE REMAINDER OF A CALLED 10.5 ACRE TRACT DESCRIBED AS TRACT 1 BY A DEED TO WELLBORN WINDING CREEK, LLC, RECORDED IN VOLUME 14484, PAGE 126 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND THE PORTION OF THE REMAINDER OF A CALLED 50.10 ACRE TRACT DESCRIBED AS TRACT 2 BY SAID LAST DEED TO WELLBORN WINDING CREEK, LLC (14484126), A PORTION OF THE REMAINDER OF A CALLED 1.253 ACRE TRACT AS DESCRIBED BY A DEED TO WELLBORN WINDING CREEK, LLC RECORDED IN VOLUME 14977, PAGE 78 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

A PORTION OF A CALLED 31.972 ACRE "TRACT TWO" DESCRIBED BY A DEED TO WELLBORN WINDING CREEK, LLC IN VOLUME 16809, PAGE 219 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, (SAID PORTION OF CALLED 31.972 ACRE TRACT BEING A PORTION OF THE REMAINDER OF A CALLED 6.357 ACRE TRACT AS PREVIOUSLY DESCRIBED BY A DEED TO BLAKE CREEK INVESTMENTS, LLC RECORDED IN VOLUME 11997, PAGE 1 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS), AND ALL OF COMMON AREA 1, WINDING CREEK ESTATES, PHASE 2, ACCORDING TO THE PLAT RECORDED IN VOLUME 16299, PAGE 53 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON SPINDLE FOUND IN AN OLD BRIDGE ON THE SOUTHWEST LINE OF SADDLE CREEK SUBDIVISION, PHASE 7B, ACCORDING TO THE PLAT RECORDED IN VOLUME 10229, PAGE 235 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, SAME BEING THE NORTHEAST LINE OF SAID REMAINDER OF 6.357 ACRE TRACT, MARKING THE NORTH CORNER OF A CALLED 1.253 ACRE TRACT AS DESCRIBED BY A DEED TO ANSTADT HOLDINGS, LLC RECORDED IN VOLUME 15060, PAGE 144 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS; COORDINATES AND BEARING SYSTEM SHOWN HEREIN ARE NAD83 (TEXAS STATE PLAN 42; CENTROID: 255732 FEET) NORTH) BASE ON THE PUBLISHED COORDINATES OF THE CITY OF COLLEGE STATION GEODETIC CONTROL, STATION 148QU945778027 MON 4 (N10171032.038, E3567536.952) AND AS ESTABLISHED BY GPS OBSERVATION; DISTANCES SHOWN HEREIN ARE GRID DISTANCES, TO DETERMINE SURFACE DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00007471045057 (CALCULATED USING GEOID12B).

THENCE: ALONG THE COMMON LINE OF SAID REMAINDER OF 6.357 ACRE TRACT, SAID REMAINDER OF 1.253 ACRE TRACT, SAID REMAINDER OF 50.00 ACRE TRACT, SAID REMAINDER OF 31.915 ACRE TRACT AND SAID 14.787 ACRE TRACT AND GENERALLY ALONG THE CENTERLINE OF AN EXISTING CREEK FOR THE FOLLOWING CALLS:

S 49° 19' 01" W FOR A DISTANCE OF 120.16 FEET;
S 31° 53' 20" W FOR A DISTANCE OF 51.04 FEET;
S 04° 57' 25" W FOR A DISTANCE OF 15.68 FEET;

S 22° 19' 25" E FOR A DISTANCE OF 13.17 FEET;
S 61° 50' 02" E FOR A DISTANCE OF 53.14 FEET;
S 02° 51' 52" W FOR A DISTANCE OF 41.43 FEET;

S 65° 59' 55" W FOR A DISTANCE OF 63.69 FEET;
N 75° 41' 51" W FOR A DISTANCE OF 45.81 FEET;
S 14° 22' 38" W FOR A DISTANCE OF 43.26 FEET;

S 35° 55' 06" W FOR A DISTANCE OF 35.29 FEET;
S 25° 38' 01" W FOR A DISTANCE OF 47.92 FEET;
N 01° 35' E FOR A DISTANCE OF 19.73 FEET;

S 60° 39' 15" E FOR A DISTANCE OF 63.31 FEET;
S 63° 31' 22" E FOR A DISTANCE OF 63.57 FEET;
S 63° 25' 09" E FOR A DISTANCE OF 44.25 FEET;

N 83° 55' 58" E FOR A DISTANCE OF 39.91 FEET;
N 8° 42' 19" E FOR A DISTANCE OF 38.60 FEET;
S 08° 29' 42" E FOR A DISTANCE OF 44.74 FEET;

S 51° 14' 11" E FOR A DISTANCE OF 28.19 FEET;
S 38° 16' 41" E FOR A DISTANCE OF 8.78 FEET;
S 70° 07' 05" E FOR A DISTANCE OF 27.53 FEET;

N 25° 32' 56" E FOR A DISTANCE OF 24.61 FEET;
N 22° 14' 59" E FOR A DISTANCE OF 9.00 FEET;
N 8° 06' 38" E FOR A DISTANCE OF 43.34 FEET;

S 56° 32' 30" E FOR A DISTANCE OF 34.31 FEET;
S 18° 22' 25" W FOR A DISTANCE OF 29.54 FEET;
S 27° 32' 42" W FOR A DISTANCE OF 89.28 FEET;

S 65° 57' 52" W FOR A DISTANCE OF 37.24 FEET;
S 87° 25' 39" W FOR A DISTANCE OF 34.42 FEET;
S 18° 20' 21" W FOR A DISTANCE OF 48.84 FEET;

S 17° 49' 05" W FOR A DISTANCE OF 58.78 FEET;
S 37° 56' 59" W FOR A DISTANCE OF 41.72 FEET;
S 79° 55' 10" W FOR A DISTANCE OF 47.84 FEET;

S 60° 44' 56" W FOR A DISTANCE OF 68.79 FEET;
S 27° 35' 02" W FOR A DISTANCE OF 41.15 FEET;
S 47° 57' 24" E FOR A DISTANCE OF 37.84 FEET;

N 80° 56' 04" E FOR A DISTANCE OF 43.69 FEET;
N 60° 41' 00" E FOR A DISTANCE OF 13.24 FEET;
S 71° 11' 52" E FOR A DISTANCE OF 33.57 FEET;

S 56° 02' 53" E FOR A DISTANCE OF 23.40 FEET;
S 18° 38' 14" E FOR A DISTANCE OF 37.66 FEET;
S 21° 28' 25" W FOR A DISTANCE OF 44.13 FEET;

S 72° 22' 11" W FOR A DISTANCE OF 46.97 FEET;
S 78° 35' 47" W FOR A DISTANCE OF 67.01 FEET;
S 68° 37' 51" W FOR A DISTANCE OF 34.86 FEET;

S 46° 37' 57" W FOR A DISTANCE OF 36.53 FEET;
S 30° 40' 17" W FOR A DISTANCE OF 47.16 FEET;
S 03° 26' 31" W FOR A DISTANCE OF 122.68 FEET;

S 05° 08' 51" W FOR A DISTANCE OF 68.28 FEET;
S 19° 25' 29" W FOR A DISTANCE OF 23.77 FEET TO THE SOUTHEAST CORNER OF THIS HEREIN TRACT AND THE BEGINNING OF A CLOCKWISE CURVE HAVING A RADIUS OF 79.30 FEET.

THENCE: THROUGH SAID REMAINDER OF 31.915 ACRE TRACT AND SAID REMAINDER OF 50.00 ACRE TRACT AND ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 27' 10" FOR AN ARC DISTANCE OF 256.68 FEET (CHORD BEARS: N 32° 46' 46" W - 255.73 FEET) TO THE END OF SAID CURVE ON THE SOUTHWEST LINE OF SAID COMMON AREA 1, SAME BEING THE EXTENSION OF THE NORTHEAST LINE OF BENDING BRANCH DRIVE (105.00' R.O.W.).

THENCE: N 22° 51' 11" W ALONG THE SOUTHWEST LINE OF SAID COMMON AREA 1, SAME BEING THE NORTHEAST LINE OF BENDING BRANCH DRIVE, FOR A DISTANCE OF 172.93 FEET TO A ½ INCH IRON ROD MARKED "KERR 4502" FOUND MARKING THE PLATTED END OF BENDING BRANCH DRIVE.

THENCE: S 67° 08' 49" W ACROSS THE PLATTED END OF BENDING BRANCH DRIVE FOR A DISTANCE OF 105.00 FEET TO A ½ INCH IRON ROD WITH PLASTIC CAP MARKED "KERR 4502" FOUND MARKING THE SOUTHWEST CORNER OF LOT 37, BLOCK 4, WINDING CREEK ESTATES, PHASE 2 (PLAT 16299/53).

THENCE: ALONG THE COMMON LINE OF SAID REMAINDER OF 50.00 ACRE TRACT, SAID REMAINDER OF 10.5 ACRE TRACT, SAID REMAINDER OF 50.10 ACRE TRACT AND WINDING CREEK ESTATES, PHASE 2, AND WINDING CREEK ESTATES, PHASE 3, ACCORDING TO THE PLAT RECORDED IN VOLUME 16299, PAGE 206 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, FOR THE FOLLOWING CALLS:

N 22° 51' 11" W FOR A DISTANCE OF 301.70 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "KERR 4502" FOUND;
S 45° 45' 32" W FOR A DISTANCE OF 294.11 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "KERR 4502" FOUND;

S 28° 41' 26" E FOR A DISTANCE OF 109.20 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "KERR 4502" FOUND;
S 29° 34' 51" W FOR A DISTANCE OF 90.24 FEET;

S 09° 19' 57" W FOR A DISTANCE OF 97.07 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "KERR 4502" FOUND;
S 74° 18' 14" W FOR A DISTANCE OF 38.97 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "KERR 4502" FOUND;

N 60° 42' 35" W FOR A DISTANCE OF 76.61 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "KERR 4502" FOUND;
N 33° 05' 33" W FOR A DISTANCE OF 60.12 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "KERR 4502" FOUND;

N 25° 10' 40" W FOR A DISTANCE OF 85.42 FEET;
N 36° 08' 32" W FOR A DISTANCE OF 107.33 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "KERR 4502" FOUND;
N 53° 09' 11" W FOR A DISTANCE OF 117.19 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "KERR 4502" FOUND;

N 25° 24' 23" W FOR A DISTANCE OF 76.51 FEET;
N 38° 39' 07" W FOR A DISTANCE OF 181.40 FEET TO THE NORTHEAST CORNER OF SAID PHASE 3;

THENCE: WITH THE COMMON LINES OF WINDING CREEK ESTATES, PHASE 4 (17331/125) FOR THE FOLLOWING CALLS:
N 27° 10' 51" E FOR A DISTANCE OF 478.34 FEET;

N 59° 27' 21" E FOR A DISTANCE OF 257.31 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "KERR 4502" FOUND;
N 22° 51' 11" W FOR A DISTANCE OF 320.64 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "KERR 4502" FOUND;

N 39° 47' 17" E FOR A DISTANCE OF 105.87 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "KERR 4502" FOUND;
N 19° 38' 49" E FOR A DISTANCE OF 33.78 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "KERR 4502" FOUND;

N 42° 08' 49" E FOR A DISTANCE OF 273.31 FEET WHICH FALLS INSIDE A WATER METER;
S 72° 13' 36" E FOR A DISTANCE OF 35.74 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "KERR 4502" FOUND;

N 63° 23' 56" E FOR A DISTANCE OF 70.00 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "KERR 4502" FOUND;
N 26° 36' 02" W FOR A DISTANCE OF 79.19 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "KERR 4502" FOUND; FOR REFERENCE COLLEGE STATION GEODETIC CONTROL MONUMENT 4 BEARS: N 25° 44' 09" W FOR A DISTANCE OF 464.33 FEET;

N 63° 23' 58" E FOR A DISTANCE OF 256.85 FEET TO A ½ INCH IRON ROD WITH CAP STAMPED "KERR 4502" FOUND ON THE COMMON LINE OF SAID REMAINDER OF 6.357 ACRE TRACT AND SADDLE CREEK SUBDIVISION, PHASE 7A, ACCORDING TO THE PLAT RECORDED IN VOLUME 8758, PAGE 126 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

THENCE: S 29° 19' 23" E ALONG THE COMMON LINE OF SAID REMAINDER OF 6.357 ACRE TRACT AND SADDLE CREEK SUBDIVISION, PHASE 7A AND SAID PHASE 7B FOR A DISTANCE OF 777.24 FEET TO THE **POINT OF BEGINNING** CONTAINING 33.863 ACRES OF LAND, MORE OR LESS, AS SURVEYED ON THE GROUND.

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS

I, Jason Coats, owner and developer of the land shown on this plat, and designated herein as the Block 4, Lot 32, Winding Creek Estates, Phase 5, in Brazos County, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public places therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.

Jason Coats

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Jason Coats, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this ____ day of _____, 20____.

Notary Public, Brazos County, Texas

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS

I, Shawna Coats, owner and developer of the land shown on this plat, and designated herein as the Block 4, Lot 32, Winding Creek Estates, Phase 5, in Brazos County, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public places therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.

Shawna Coats

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Shawna Coats, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this ____ day of _____, 20____.

Notary Public, Brazos County, Texas

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS

I, Jason Dent, Managing Member, of The Jaxsir Group LLC, owner and developer of the land shown on this plat, and designated herein as the Block 4, Lot 33 and Block 7, Lots 83 and 86, Winding Creek Estates, Phase 5, in Brazos County, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public places therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.

Jason Dent
Managing Member of The Jaxsir Group LLC

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Jason Dent, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this ____ day of _____, 20____.

Notary Public, Brazos County, Texas

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS

I, Suzie Wang, owner and developer of the land shown on this plat, and designated herein as the Block 4, Lot 34 and Block 6, Lot 70, Winding Creek Estates, Phase 5, in Brazos County, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public places therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.

Suzie Wang

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Suzie Wang, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this ____ day of _____, 20____.

Notary Public, Brazos County, Texas

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS

I, Scott Johnson, owner and developer of the land shown on this plat, and designated herein as the Block 4, Lot 36, Winding Creek Estates, Phase 5, in Brazos County, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public places therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.

Scott Johnson

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Scott Johnson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this ____ day of _____, 20____.

Notary Public, Brazos County, Texas

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS

I, James M. Turbo, owner and developer of the land shown on this plat, and designated herein as the Block 6, Lot 65, Winding Creek Estates, Phase 5, in Brazos County, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public places therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.

James M. Turbo

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared James M. Turbo, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this ____ day of _____, 20____.

Notary Public, Brazos County, Texas

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS

I, Casey Thomas, owner and developer of the land shown on this plat, and designated herein as the Block 6, Lot 65, Winding Creek Estates, Phase 5, in Brazos County, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public places therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.

Casey Thomas

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Casey Thomas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this ____ day of _____, 20____.

Notary Public, Brazos County, Texas

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS

I, Chaoguo Wang, owner and developer of the land shown on this plat, and designated herein as the Block 6, Lot 70, Winding Creek Estates, Phase 5, in Brazos County, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public places therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.

Chaoguo Wang

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Chaoguo Wang, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this ____ day of _____, 20____.

Notary Public, Brazos County, Texas

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS

I, Hank Robertson, Manager of H3 Industries LLC, owner and developer of the land shown on this plat, and designated herein as the Block 6, Lot 67 and Block 7, Lot 84, Winding Creek Estates, Phase 5, in Brazos County, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public places therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.

Hank Robertson
Manager of H3 Industries LLC

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Hank Robertson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this ____ day of _____, 20____.

Notary Public, Brazos County, Texas

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS

I, Matthew L. Johnson, owner and developer of the land shown on this plat, and designated herein as the Block 6, Lots 68 & 69, Winding Creek Estates, Phase 5, in Brazos County, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public places therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.

Matthew L. Johnson

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Matthew L. Johnson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this ____ day of _____, 20____.

Notary Public, Brazos County, Texas

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS

I, Vanessa Alethia Johnson, owner and developer of the land shown on this plat, and designated herein as the Block 6, Lot 69, Winding Creek Estates, Phase 5, in Brazos County, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public places therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.

Vanessa Alethia Johnson

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Vanessa Alethia Johnson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this ____ day of _____, 20____.

Notary Public, Brazos County, Texas

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS

I, Cindy Collins-May, owner and developer of the land shown on this plat, and designated herein as the Block 7, Lot 87, Winding Creek Estates, Phase 5, in Brazos County, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public places therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.

Cindy Collins-May

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Cindy Collins-May, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this ____ day of _____, 20____.

Notary Public, Brazos County, Texas

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS

I, Stephen O'Neill, owner and developer of the land shown on this plat, and designated herein as the Block 7, Lot 85, Winding Creek Estates, Phase 5, in Brazos County, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public places therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.

Stephen O'Neill

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Stephen O'Neill, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this ____ day of _____, 20____.

Notary Public, Brazos County, Texas

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS

I, Diana O'Neill, owner and developer of the land shown on this plat, and designated herein as the Block 7, Lot 85, Winding Creek Estates, Phase 5, in Brazos County, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public places therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.

Diana O'Neill

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Diana O'Neill, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC 2024 - Right of Way
Acquisition-Democrat Road-
Midwest Poultry Services

DATE OF COURT MEETING: 4/23/2024

ITEM: Acceptance of a Special Warranty Deed for 6.235 acres of land from Midwest Poultry
Services to be used for improvements to Democrat Road. Site is located in Precinct 2.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 04/18/2024

FISCAL IMPACT: False

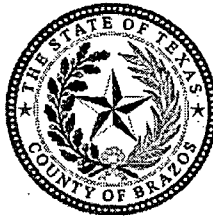
BUDGETED: False

DOLLAR AMOUNT: \$0.00

SOURCE OF FUNDS: Right of Way Acquisition - 56001000-80710000

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
SWD-Democrat Road-MPS Eggs-6.235.pdf	ROW Acquisition-SWD-Democrate Road-MPS Eggs-6.235	Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

Road and Bridge

NUMBER:

CC 2024 - Right of Way
Acquisition-Democrat Road-
Midwest Poultry Services

DATE OF COURT MEETING: 4/23/2024

ITEM: Acceptance of a Special Warranty Deed for 6.235 acres of land from Midwest Poultry Services to be used for improvements to Democrat Road. Site is located in Precinct 2.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 04/18/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

SOURCE OF FUNDS: Right of Way Acquisition - 56001000-80710000

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
SWD-Democrat_Road-MPS_Eggs-6.235.pdf	ROW Acquisition-SWD-Democrate Road-MPS Eggs-6.235	Backup Material
ROW_Acquisition_Agreemnt-Democrat_Road-MPS_Eggs-6.235.pdf	ROW Acquisition Agreement-Democrat-MPS Eggs-6.235	Backup Material

APPROVED

Duane Peters
County Judge

4/23/24

Date

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

Democrat Road

Special Warranty Deed

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

**KNOW ALL MEN
BY THESE PRESENTS:**

GRANTOR(S): Midwest Poultry Services, LP, an Indiana limited partnership

Grantor's Mailing Address:

800 Wabash Road
North Manchester, Indiana 46962

GRANTEE: BRAZOS COUNTY, TEXAS

Grantee's Mailing Address:

300 East 26th Street
Bryan, Texas 77803

Consideration:

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

Property (including any improvements):

All that certain lot, tract or parcel of land being 6.235 acres situated in the ISAIAH CURD SURVEY, Abstract No. 11 and the HENRY R. CARTMELL SURVEY, Abstract No. 87, Brazos County, Texas and being a part of that certain called 691.523 acre tract as described in deed from Feather Crest Farms, Inc. to Midwest Poultry Services, LP, of record in Volume 15939, Page 228, Official Records of Brazos County, Texas, said 6.235 acre tract being more particularly described in two (2) tracts by metes and bounds description as shown in Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

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

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

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

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

Executed this 27 day of February, ~~2023~~ ²⁰²⁴ DK

Midwest Poultry Services, LP an Indiana limited partnership



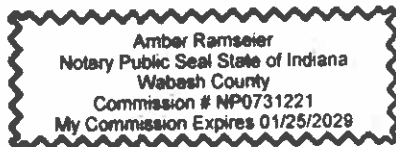
By:

CO-CEO

Title

STATE OF INDIANA §
COUNTY OF Indiana §

This instrument was acknowledged before me on 2/27/2024 by Daniel Kross,
as CO-CEO of Midwest Poultry Services, LP an Indiana limited partnership.



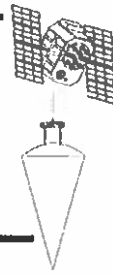
Amber Ramsey
Notary Public





STRONG
SURVEYING, LLC
FIRM NO. 10093500

1722 Broadmoor Ste. 105
Bryan, Texas 77802
Phone: (979) 776 – 9836
Fax: (979) 731 – 0096
Email: curtis@strongsurveying.com



FIELD NOTES
BRAZOS COUNTY
ADDITIONAL RIGHT-OF-WAY
ALONG
DEMOCRAT ROAD
BEING 6.235 ACRES
OUT OF THE
MIDWEST POULTRY SERVICES, L.P.
CALLED 691.523 ACRES
VOLUME 15939, PAGE 228
ISAIAH CURD SURVEY, A – 11 AND THE
HENRY R. CARTMELL SURVEY, A -87
BRAZOS COUNTY, TEXAS
MAY 1, 2022

All that certain lot, tract or parcel of land being 6.235 ACRES situated in the ISAIAH CURD SURVEY, Abstract No. 11 and the HENRY R. CARTMELL SURVEY, Abstract No. 87, Brazos County, Texas and being a part of that certain Called 691.523 acre tract as described in deed from Feather Crest Farms, Inc. to Midwest Poultry Services, L.P., of record in Volume 15939, Page 228, Official Records of Brazos County, Texas, said 6.235 acre tract being more particularly described in two (2) tracts as follows:

RIGHT-OF-WAY TRACT NO. 1: 5.29 ACRES

BEGINNING at a Fence Corner Post found at the transition of the Occupied southwest right-of-way line of Democrat Road (Possibly Prescriptive – No Deed Found) and the Occupied northwest right-of-way line of Oak Lake Road (Possibly Prescriptive – No Deed Found) for the most southerly corner, a 5/8" Iron Rod found for an angle point in the southeast line of said Called 691.523 acre tract bears S 51 ° 14 ' 14 " E a distance of 104.42 feet, a 5/8" Iron Rod found for an angle point in the southeast line of said Called 691.523 acre tract bears S 76 ° 26 ' 55 " E a distance of 117.23 feet, a Magnail found for the most southerly corner of said Called 691.523 acre tract bears S 35 ° 31 ' 03 " W a distance of 2425.89 feet;

THENCE N 48 ° 14 ' 53 " W a distance of 250.00 feet to a 1/2" Iron Rod with Cap set for angle point;

THENCE N 47 ° 38 ' 08 " W a distance of 895.00 feet to a 1/2" Iron Rod with Cap set for angle point

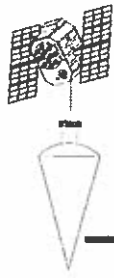
THENCE N 51 ° 40 ' 07 " W a distance of 444.00 feet to a 1/2" Iron Rod with Cap set for angle point

THENCE N 49 ° 40 ' 59 " W a distance of 805.74 feet to a 1/2" Iron Rod with Cap set for angle point

THENCE N 58 ° 18 ' 36 " W a distance of 90.00 feet to a 1/2" Iron Rod with Cap set for angle point

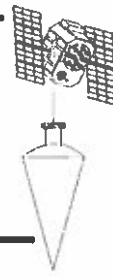
THENCE N 75 ° 33 ' 50 " W a distance of 90.00 feet to a 1/2" Iron Rod with Cap set for angle point

THENCE S 87 ° 10 ' 56 " W a distance of 90.00 feet to a 1/2" Iron Rod with Cap set for angle point



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THENCE S 69 ° 55 ' 42 " W a distance of 90.00 feet to a 1/2" Iron Rod with Cap set for angle point
THENCE S 51 ° 38 ' 45 " W a distance of 100.64 feet to a 1/2" Iron Rod with Cap set for angle point
THENCE S 41 ° 51 ' 14 " W a distance of 270.00 feet to a 1/2" Iron Rod with Cap set for angle point
THENCE S 43 ° 29 ' 19 " W a distance of 506.22 feet to a 1/2" Iron Rod with Cap set for angle point
THENCE S 43 ° 35 ' 51 " W a distance of 683.55 feet to a 1/2" Iron Rod with Cap set for angle point
THENCE S 01 ° 21 ' 30 " E a distance of 62.20 feet to a 1/2" Iron Rod with Cap set for angle point
THENCE S 50 ° 07 ' 22 " W a distance of 139.11 feet to a 1/2" Iron Rod with Cap set for angle point

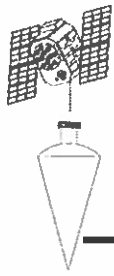
THENCE S 63 ° 03 ' 42 " W a distance of 76.45 feet to a 1/2" Iron Rod with Cap set in a northwest line of said Called 691.523 acre tract for the most westerly corner, a Magnail found in Oak Lake Road for the most southerly corner of said Called 691.523 acre tract bears S 41 ° 20 ' 42 " E a distance of 3014.79 feet, a 36" Oak found for reference bears S 68 ° 03 ' 42 " W a distance of 389.26 feet;

THENCE N 41 ° 56 ' 04 " E along a northwest line of said Called 691.523 acre tract a distance of 1961.17 feet to a 1/2" Iron Rod with Cap set in a southeast line of said Called 691.523 acre tract for angle point;

THENCE N 55 ° 41 ' 59 " E along the fenced northwest right-of-way line of said Democrat Road a distance of 102.77 feet to a Fence Corner Post found for angle point;

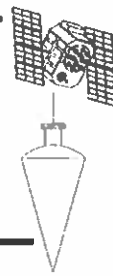
THENCE along the fenced northeast right-of-way line of said Democrat Road the following calls:

S 02 ° 47 ' 25 " W a distance of 1.71 feet to a Fence Corner Post found for angle point;
S 49 ° 30 ' 02 " E a distance of 21.84 feet to a Fence Corner Post found for angle point;
S 58 ° 04 ' 37 " E a distance of 14.46 feet to a Fence Corner Post found for angle point;
S 47 ° 05 ' 54 " E a distance of 44.96 feet to a Fence Corner Post found for angle point;
N 61 ° 09 ' 50 " E a distance of 15.35 feet to a Fence Corner Post found for angle point;
S 49 ° 38 ' 53 " E a distance of 205.42 feet to a Fence Corner Post found for angle point;
S 49 ° 36 ' 26 " E a distance of 243.65 feet to a Fence Corner Post found for angle point;
S 49 ° 13 ' 24 " E a distance of 295.47 feet to a Fence Corner Post found for angle point;
S 50 ° 21 ' 02 " E a distance of 226.90 feet to a Fence Corner Post found for angle point;



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Email: curtis@strongsurveying.com



S 50 ° 53 ' 21 " E a distance of 183.09 feet to a Fence Corner Post found for angle point;
S 51 ° 55 ' 29 " E a distance of 313.25 feet to a Fence Corner Post found for angle point;
S 48 ° 03 ' 14 " E a distance of 163.18 feet to a Fence Corner Post found for angle point;
S 47 ° 55 ' 54 " E a distance of 271.18 feet to a Fence Corner Post found for angle point;
S 47 ° 23 ' 06 " E a distance of 433.24 feet to a Fence Corner Post found for angle point;
S 47 ° 23 ' 55 " E a distance of 132.30 feet to a Fence Corner Post found for angle point;
S 48 ° 32 ' 52 " E a distance of 53.44 feet to a Fence Corner Post found for angle point; and,

S 49 ° 57 ' 28 " E a distance of 44.25 feet to a Fence Corner Post found at the transition of the Occupied northeast right-of-way of said Democrat Road and the Occupied northwest right-of-way line of said Democrat Road for the most easterly corner, a Magnail found for an angle point in the southeast line of said Called 691.523 acre tract bears S 41 ° 07 ' 45 " E a distance of 122.20 feet;

S 44 ° 13 ' 39 " W across Democrat Road a distance of 64.57 feet to a Fence Corner Post found in the Occupied southwest right-of-way line of said Democrat Road for angle point;

S 46 ° 01 ' 37 " E along the Occupied southwest right-of-way line of said Democrat Road a distance of 16.45 to a Fence Corner Post found for angle point;

S 38 ° 56 ' 36 " E continuing along the Occupied southwest right-of-way line of said Democrat Road a distance of 33.95 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 5.92 ACRES OF LAND MORE OR LESS WITH 3.80 ACRES BEING LOCATED IN THE EXISTING Occupied right-of-way in TRACT NO. 1.

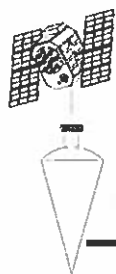
RIGHT-OF-WAY TRACT NO. 2: 0.315 OF ONE ACRE

BEGINNING at a 1/2" Iron Rod with Cap set in the Occupied northwest right-of-way line of Democrat Road (Possibly Prescriptive – No Deed Found) for the most westerly corner, a TXDOT Disk in Concrete Monument found for the most westerly corner of said Called 691.523 acre tract bears N 56 ° 40 ' 48 " W a distance of 2225.45 feet, a 6" Cedar Post found for angle point in a southeast line of said Called 691.523 acre tract bears S 71 ° 47 ' 34 " W a distance of 124.12 feet;

THENCE N 15 ° 40 ' 40 " E a distance of 62.81 feet to a 1/2" Iron Rod with Cap set for angle point;

THENCE N 52 ° 27 ' 28 " E a distance of 87.93 feet to a 1/2" Iron Rod with Cap set for angle point;

THENCE N 48 ° 02 ' 12 " E a distance of 112.10 feet to a 1/2" Iron Rod with Cap set for angle point;



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THENCE S 86 ° 57 ' 48 " E a distance of 76.04 feet to a 1/2" Iron Rod with Cap set in the northwest right-of-way line of said Democrat Road for the most easterly corner, said point being located in a southeast line of said Called 691.523 acre tract, a 4" Cedar Fence Post found for angle point in the southeast line of said Called 691.523 acre tract bears N 46 ° 43 ' 04 " E a distance of 86.60 feet;

THENCE S 46 ° 43 ' 04 " W along the northwest right-of-way line of said Democrat Road and a southeast line of said Called 691.523 acre tract a distance of 93.42 feet to a 4" Cedar Post found for angle point;

THENCE S 50 ° 32 ' 55 " W continuing along the northwest right-of-way line of said Democrat Road and a southeast line of said Called 691.523 acre tract a distance of 108.89 feet to a 4" Cedar Post found for angle point;

THENCE S 54 ° 40 ' 49 " W continuing along the northwest right-of-way line of said Democrat Road and a southeast line of said Called 691.523 acre tract a distance of 67.35 feet to an 8" Cedar Post found for angle point;

THENCE S 71 ° 47 ' 34 " W continuing along the northwest right-of-way line of said Democrat Road and a southeast line of said Called 691.523 acre tract a distance of 41.00 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.315 OF ONE ACRE OF LAND IN TRACT NO. 2.

TRACTS NO. 1 AND 2 CONTAINING A TOTAL AREA OF 6.235 ACRES OF LAND MORE OR LESS, according to a survey performed during the month of January 2022, under the supervision of H. Curtis Strong, Registered Professional Land Survey No. 4961. North Orientation is based on rotating the northwest line of said Called 691.523 acres to Grid North based on State Plane Central Zone, NAD83 CORS 2011, epoch 2010.00.



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FIRM NO. 10093500

MIDWEST POULTRY SERVICES, L.P.
691.523 Ac.
15939/228

ROW NO. 2
0.315 OF ONE ACRE

ROW NO. 1
5.92 ACRES

MIDWEST POULTRY SERVICES, L.P.
691.523 Ac.
15939/228

BEN NORMAN III ET AL
Remainder of Coll 138 Ac.
2816/188

ISAIAH CURD SURVEY
A - 11

MIDWEST POULTRY SERVICES, L.P.
691.523 Ac.
15939/228

HENRY R. CARTMELL SURVEY
A - 87

OAK LAKE ROAD

DEMOCRAT ROAD

BRAZOS COUNTY
ADDITIONAL RIGHT-OF-WAY
ALONG

DEMOCRAT ROAD
BEING 6.235 ACRES

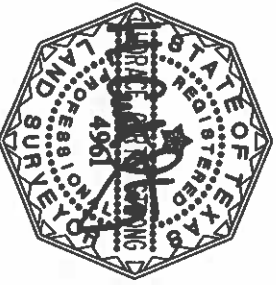
OUT OF THE
MIDWEST POULTRY SERVICES, L.P.

CALLED 691.523 ACRES
VOLUME 15939, PAGE 228

ISAIAH CURD SURVEY, A - 11 AND THE
HENRY R. CARTMELL SURVEY, A - 87
BRAZOS COUNTY, TEXAS

DATE: May 1, 2022 Scale: 1" = 600'










SHEET 1 OF 13



I, H. Curtis Strong, Registered Professional Land Surveyor No. 4961,
do hereby certify that this plat represents the results of an on the
ground survey for boundary only, and is true and correct to the best
of my knowledge.

Surveyed on the ground during January 2022.

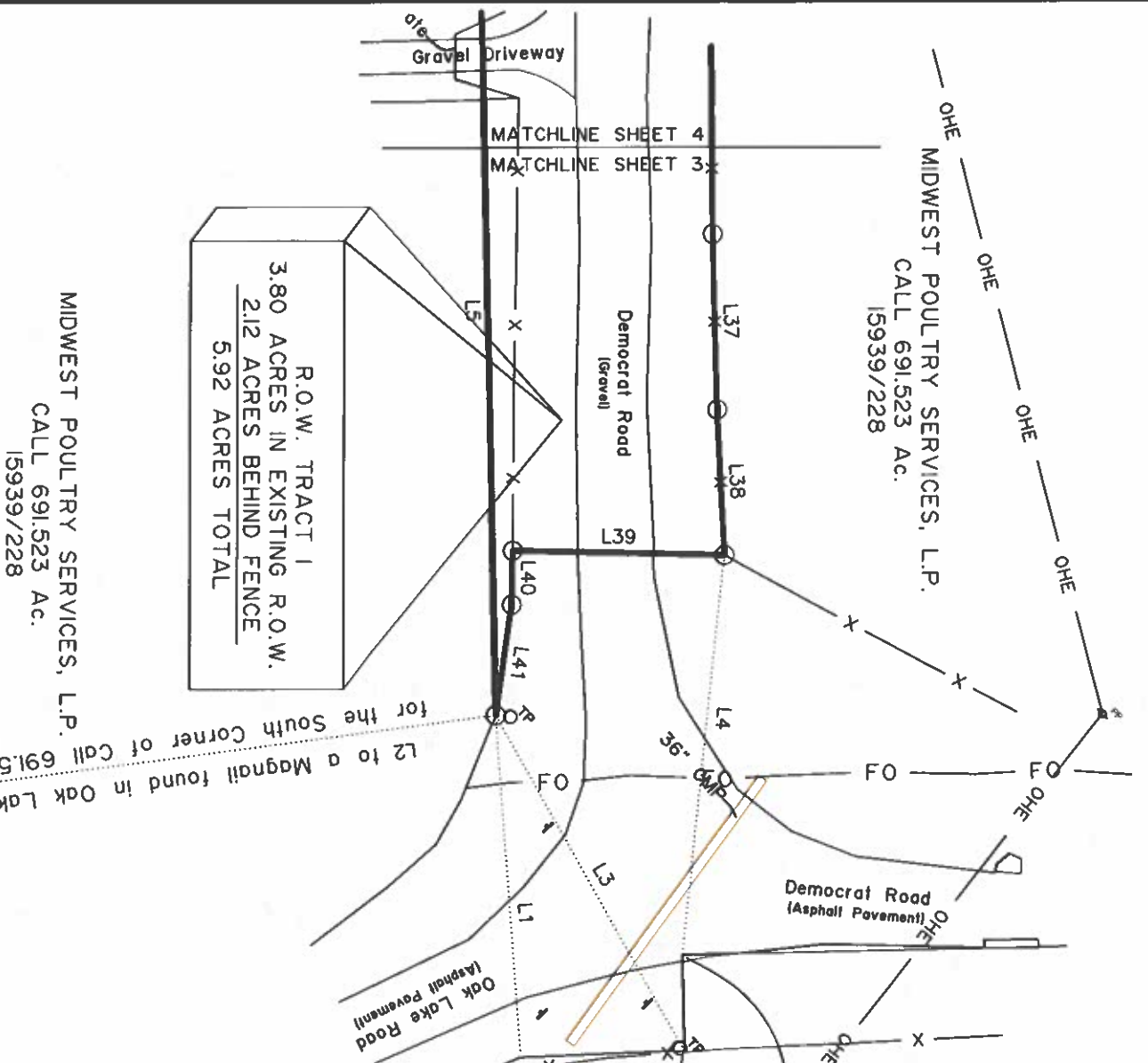
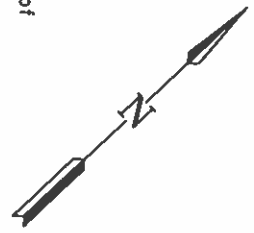
LEGEND

	Irrigation Control Valve
	Sign
	Bollard
	Mailbox
	Water Meter
	Water Valve
	Guy Wire
	Power Pole
	Telephone Pole
FO	Fiber Optic Line
WL	Water Line
UGT	Telephone Line
OHE	Overhead Electric
X	Barbed Wire Fence
PL	Pipeline

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 Bryan, Texas 77802
 Phone (979) 776-9836
 Fax (979) 731-0096
 email: art@strongsurveying.com
 FIRM NO. 10093500

NOTES:
 North Orientation is based on rotating the northwest line to grid north based on Texas State Plane Central zone, NAD83 CORS 2011 epoch 2010.00.

● Represents a 1/2" Iron Rod with Cap set (Strong 4961)
 All utilities may not be shown on this plat.



R.O.W. TRACT I
 3.80 ACRES IN EXISTING R.O.W.
 2.12 ACRES BEHIND FENCE
 5.92 ACRES TOTAL

MIDWEST POULTRY SERVICES, L.P.
 CALL 691.523 Ac.
 15939/228

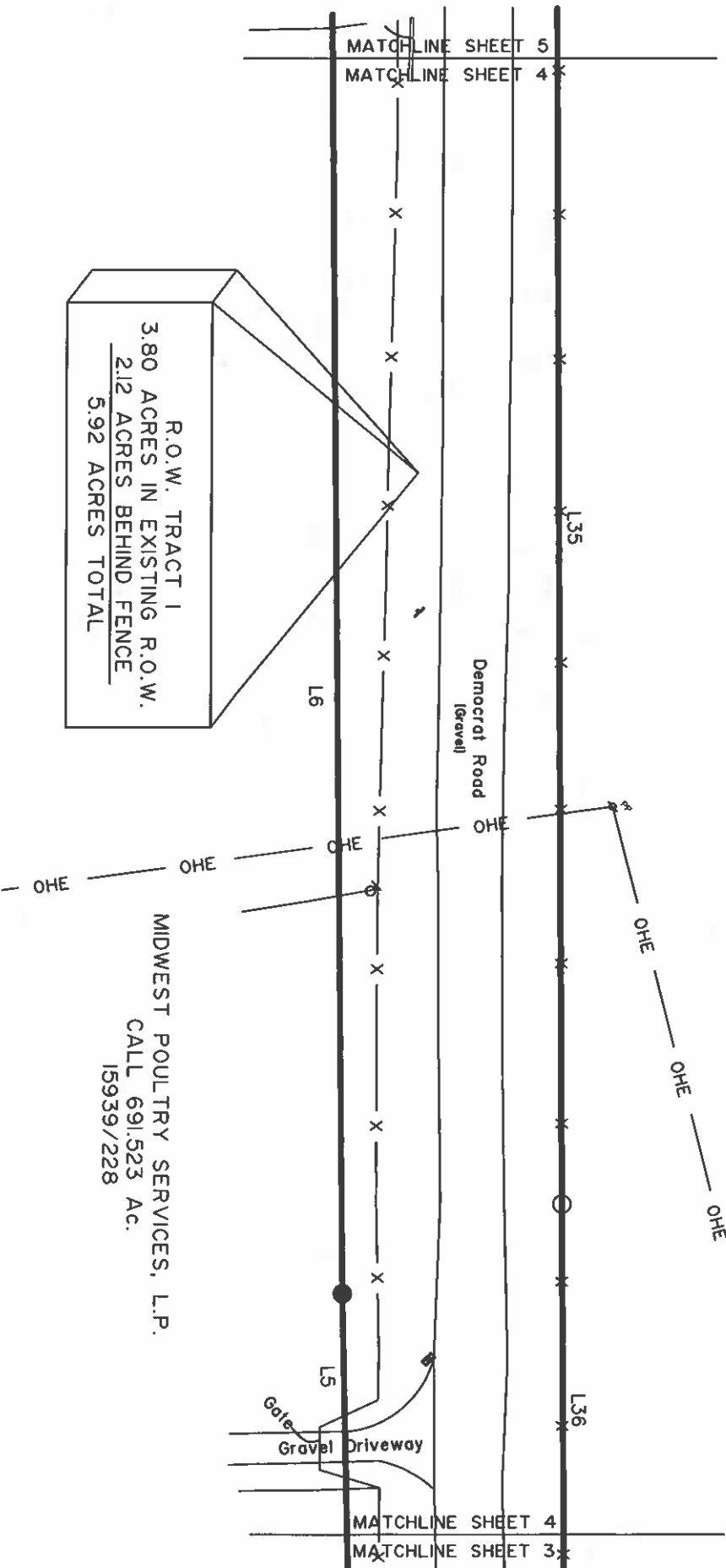
L2 to a Magnall found in Oak Lake Rd.
 for the South Corner of Call 691.523 Ac.

Fnd. 5/8" Iron Rod
 Angle Point Corner of
 Called 691.523 Ac.
 Fnd. 5/8" Iron Rod
 Angle Point Corner of
 Called 691.523 Ac.

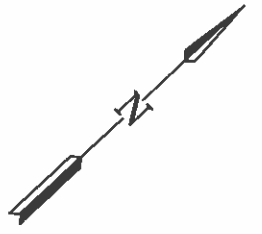


North Orientation is based on rotating the northwest line to grid north based on Texas State Plane Central zone, NAD83 CORS 2011 epoch 2010.00.

- MIDWEST POULTRY SERVICES, L.P.
691.523 Ac.
15939/228



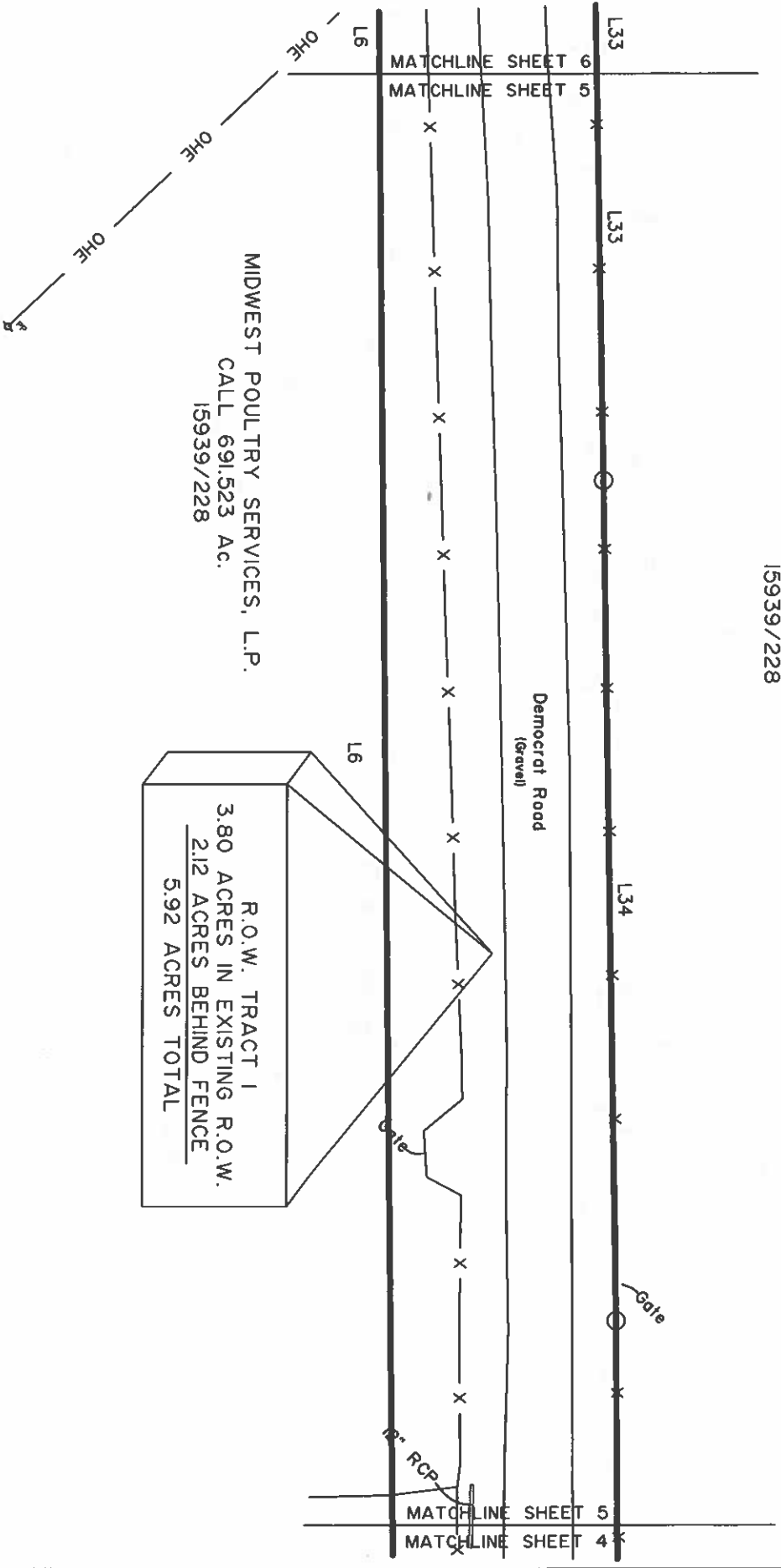
DATE: May 1, 2022 Scale: 1" = 50'
SHEET 4 OF 13



MIDWEST POULTRY SERVICES, L.P.
CALL 691.523 Ac.
15939/228

STRONG
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7722 Broadmoor, Suite 105
Bryan, Texas 77802
Phone (979) 776-9836
Fax (979) 731-0096
FIRM NO. 10023500 email: art@strongsurveying.com

- NOTES:
- North Orientation is based on rotating the northwest line to grid north based on Texas State Plane Central zone, NAD83 CORS 2011 epoch 2010.00.
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 - All utilities may not be shown on this plat.



R.O.W. TRACT 1
3.80 ACRES IN EXISTING R.O.W.
2.12 ACRES BEHIND FENCE
5.92 ACRES TOTAL

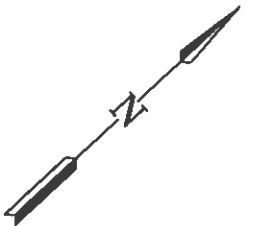
DATE: May 1, 2022 Scale: 1" = 50'
SHEET 5 OF 13

STRONG
SURVEYING, LLC
 1722 Broadway, Suite 105
 Bryan, Texas 77802
 Phone (979) 776-9836
 Fax (979) 731-0096
 email: cartersurveying@gmail.com
 FIRM NO. 10093500

NOTES:

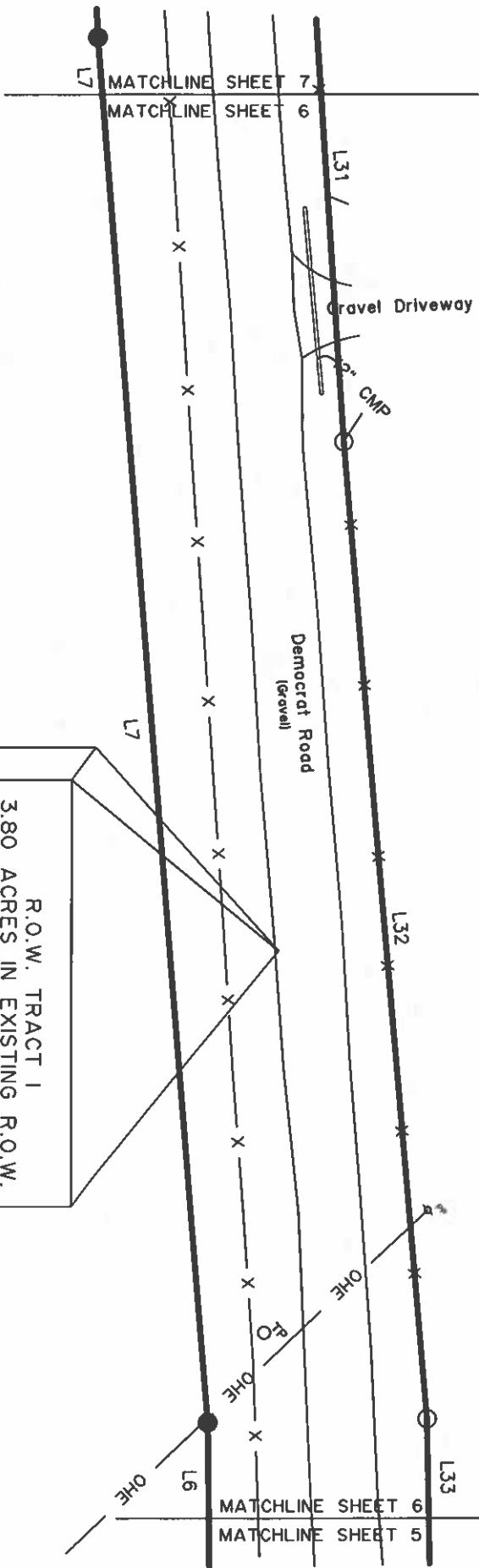
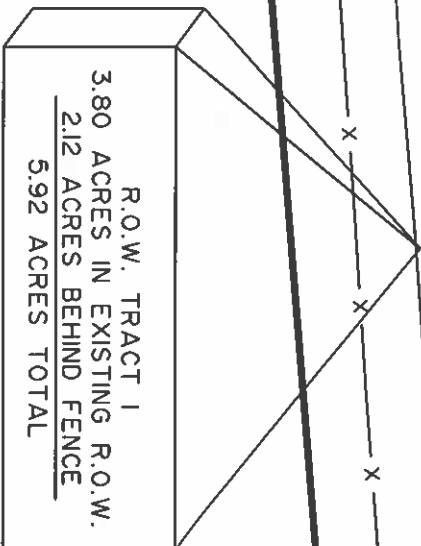
North Orientation is based on rotating the northwest line to grid north based on Texas State Plane Central zone, NAD83 CORS 2011 epoch 2010.00.

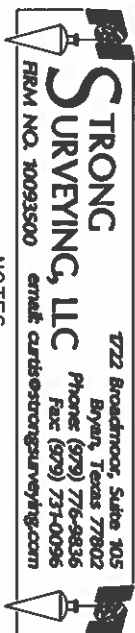
- Represents a 1/2" Iron Rod with Cap set (Strong 4961)
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MIDWEST POULTRY SERVICES, L.P.
 CALL 691.523 Ac.
 15939/228

MIDWEST POULTRY SERVICES, L.P.
 CALL 691.523 Ac.
 15939/228

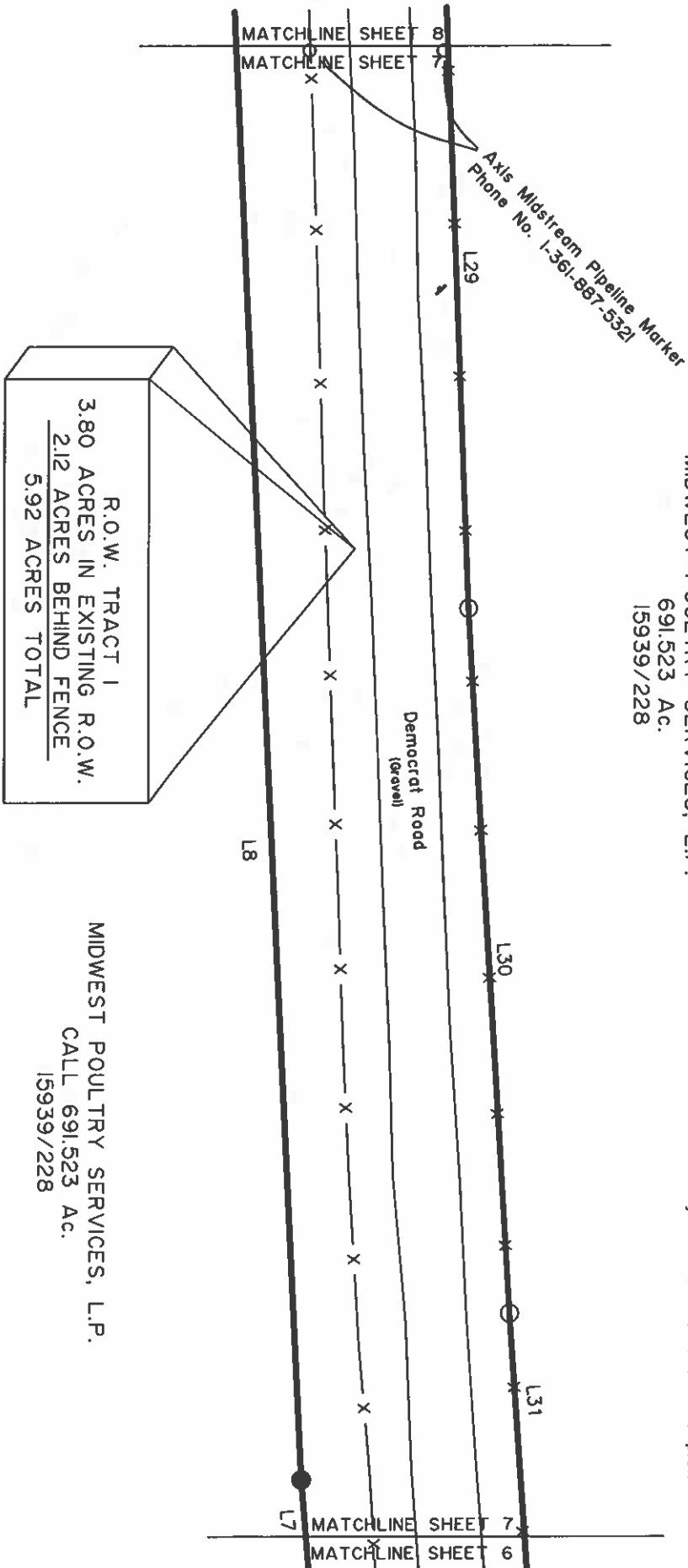




North Orientation is based on rotating the northwest line to grid north based on Texas State Plane Central zone, NAD83 CORS 2011 epoch 2010.00.

- Represents a 1/2" Iron Rod with Cap set (Strong 4961)

MIDWEST POULTRY SERVICES, L.P.
691.523 Ac.
15939/228



R.O.W. TRACT 1
3.80 ACRES IN EXISTING R.O.W.
2.12 ACRES BEHIND FENCE
5.92 ACRES TOTAL

MIDWEST POULTRY SERVICES, L.P.
CALL 691.523 Ac.
15939/228

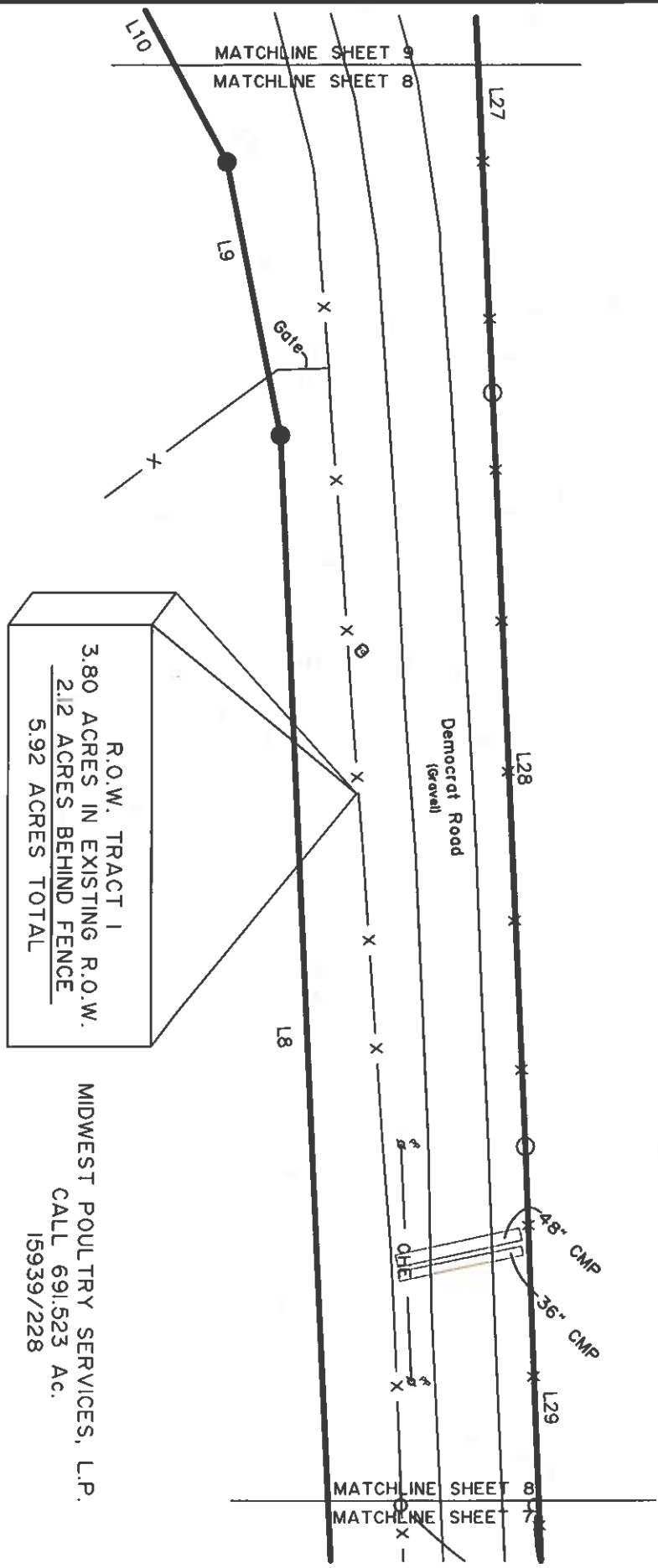
DATE: May 1, 2022 Scale: 1" = 50'
SHEET 7 OF 13

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 Bryan, Texas 77802
 Phone: (979) 776-9836
 Fax: (979) 731-0096
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 FIRM NO. 10093500

NOTES:
 North Orientation is based on rotating the northwest line to grid north based on Texas State Plane Central zone, NAD83 CORS 2011 epoch 2010.00.

MIDWEST POULTRY SERVICES, L.P.
 CALL 691.523 Ac.
 15939/228

- Represents a 1/2" Iron Rod with Cap set (Strong 4961)
- All utilities may not be shown on this plat.



MIDWEST POULTRY SERVICES, L.P.
 CALL 691.523 Ac.
 15939/228

CALL 691.523 Ac.

15939/228

FIRM NO. 10093500

email: cards@surveying.com

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Bryan, Texas 77802

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bostrangsurveying.com

NOTES:

North Orientation is based on rotating the northwest line to grid north based on Texas State Plane Central zone, NAD83 CORS 2011 epoch 2010.00.

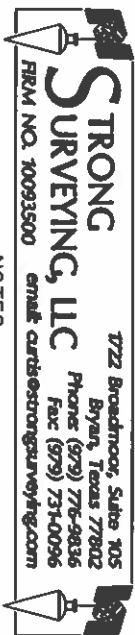
represents a 1/2" Iron Rod with Cap set (Strong 4961)
All utilities may not be shown on this plat.



R.O.W. TRACT 1
3.80 ACRES IN EXISTING R.O.W.
2.12 ACRES BEHIND FENCE
5.92 ACRES TOTAL

MIDWEST POULTRY SERVICES, L.P.
CALL 691.523 Ac.
15939/228

DATE: May 1, 2022 Scale: 1" = 50'
SHEET 9 OF 13

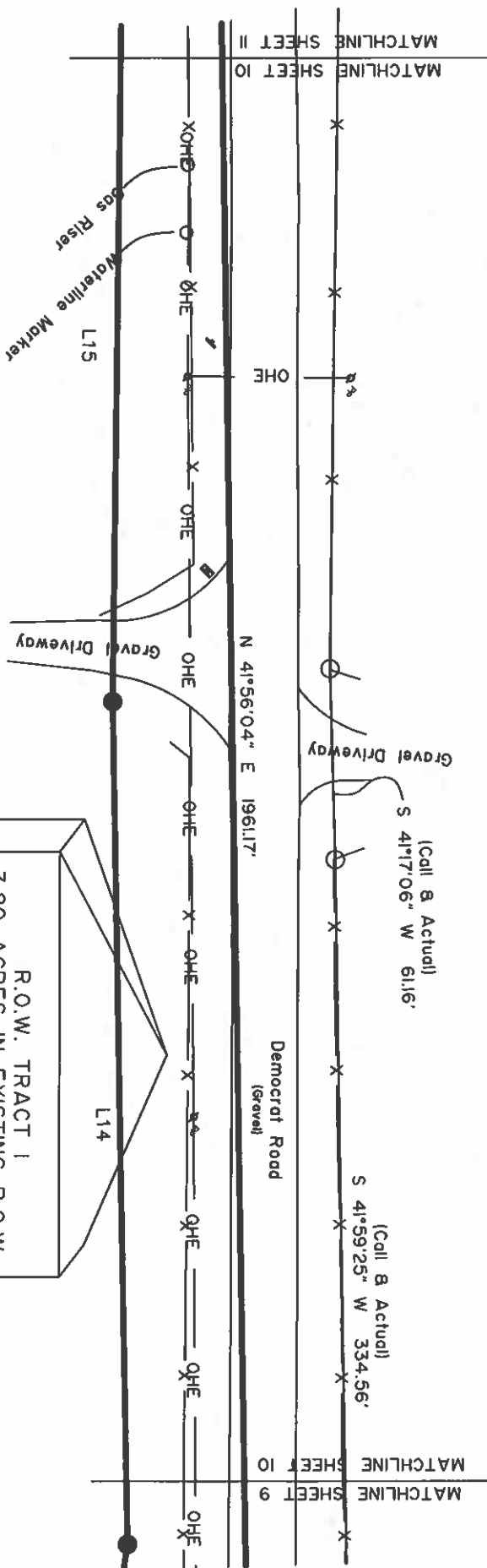
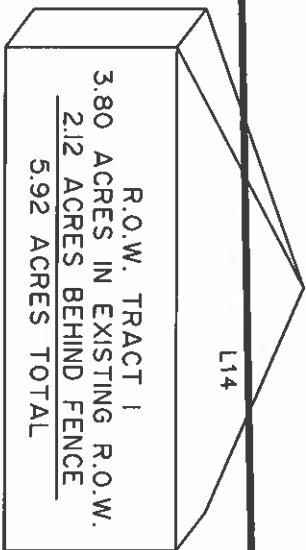


● Represents a 1/2" Iron Rod with Cap set (Strong 4961)

MIDWEST POULTRY SERVICES, L.P.
CALL 691.523 Ac.
15939/228

DATE: May 1, 2022 Scale: 1" = 50'

SHEET 10 OF 13

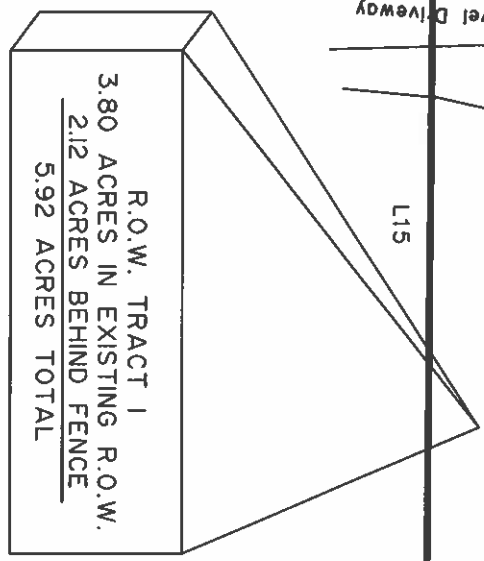
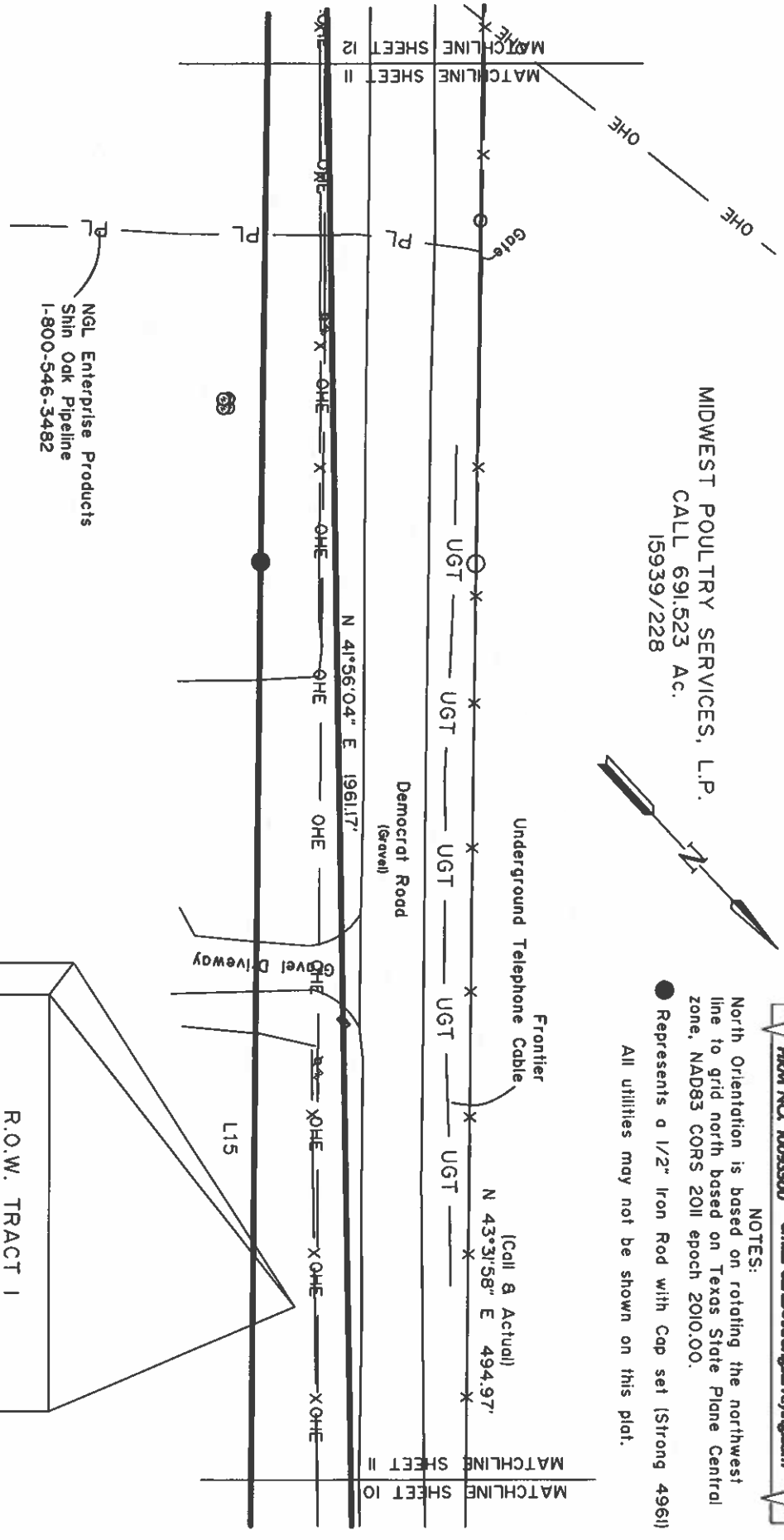


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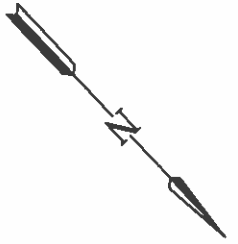
● Represents a 1/2" Iron Rod with Cap set (Strong 4961)
 All utilities may not be shown on this plat.

MIDWEST POULTRY SERVICES, L.P.
 CALL 691.523 Ac.
 15939/228



MIDWEST POULTRY SERVICES, L.P.
 CALL 691.523 Ac.
 15939/228

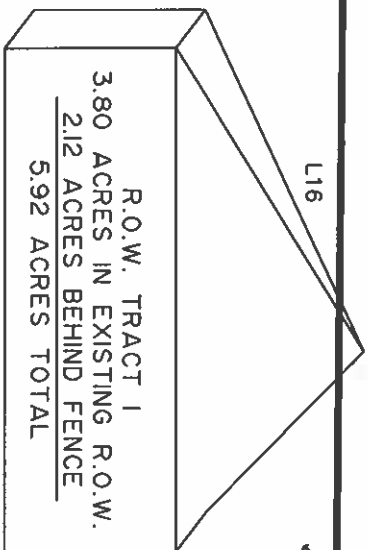
DATE: May 1, 2022 Scale: 1" = 50'
 SHEET 11 OF 13



MIDWEST POULTRY SERVICES, L.P.
CALL 691.523 Ac.
15939/228

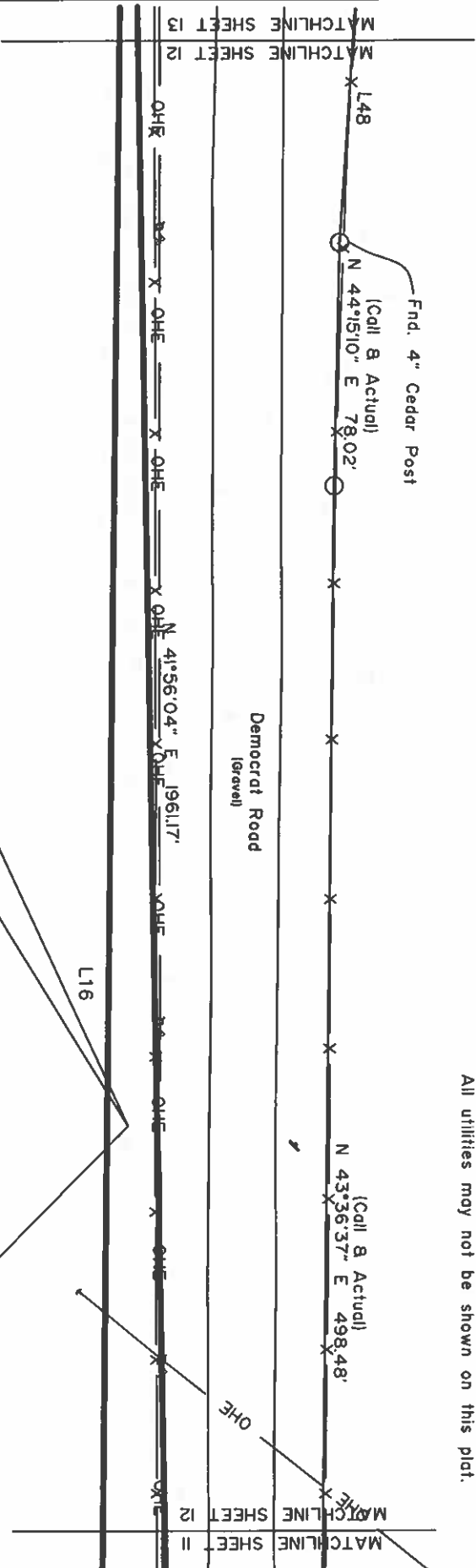
STRONG
SURVEYING, LLC
1722 Broadmoor, Suite 105
Bryan, Texas 77802
Phone (979) 776-9836
Fax (979) 731-0096
email: cards@strongsurveying.com
FIRM NO. 10093500

- NOTES:
- North Orientation is based on rotating the northwest line to grid north based on Texas State Plane Central zone, NAD83 CORS 2011 epoch 2010.00.
 - Represents a 1/2" Iron Rod with Cap set (Strong 4961)
 - All utilities may not be shown on this plot.



MIDWEST POULTRY SERVICES, L.P.
CALL 691.523 Ac.
15939/228

DATE: May 1, 2022 Scale: 1" = 50'
SHEET 12 OF 13

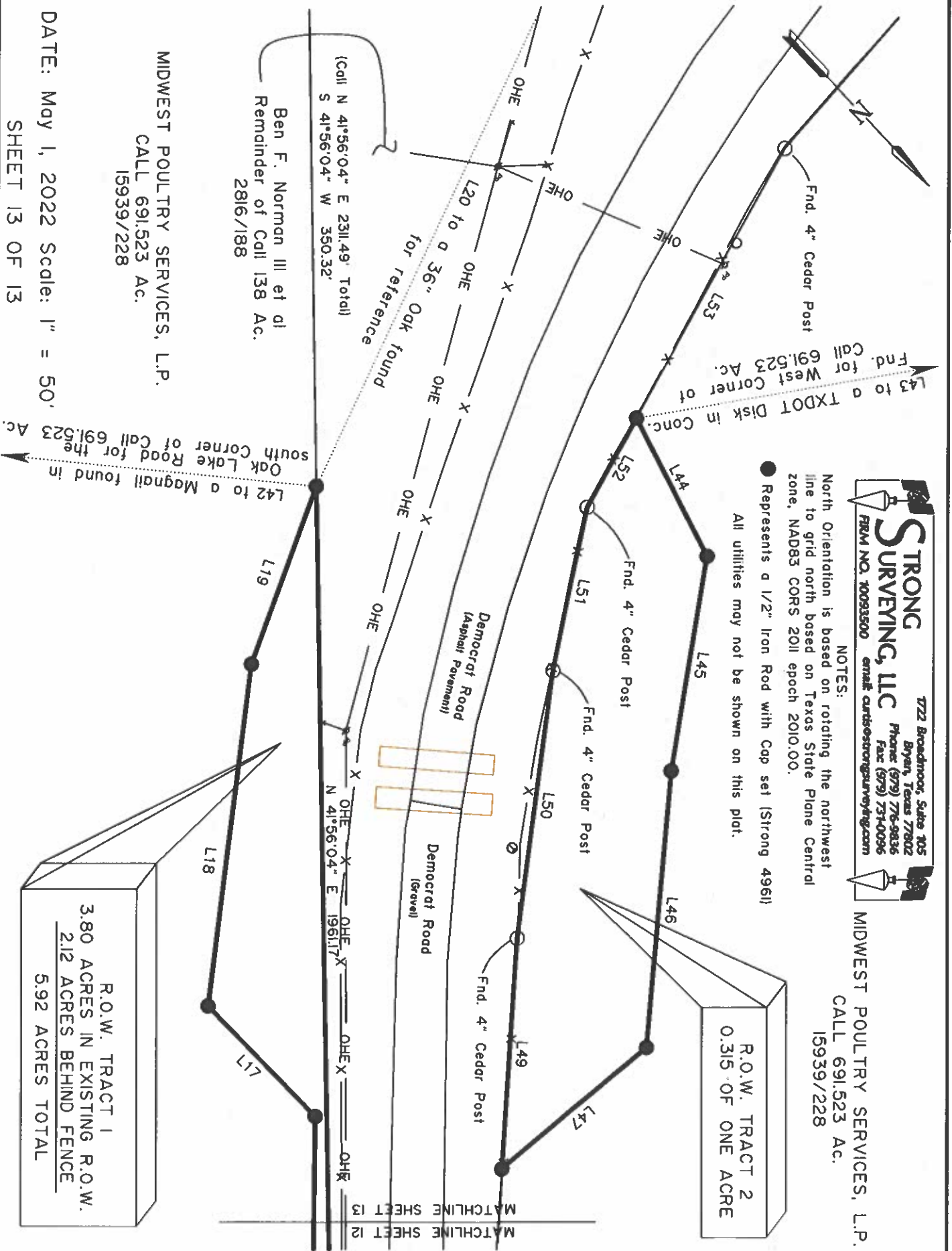


STRONG SURVEYING, LLC
 7222 Broadmoor, Suite 105
 Bryan, Texas 77802
 Phone (979) 776-9836
 Fax (979) 734-0096
 Email: artstrongsurveying.com
 FIRM NO. 100933500

MIDWEST POULTRY SERVICES, L.P.
 CALL 691.523 Ac.
 15939/228

NOTES:
 North Orientation is based on rotating the northwest line to grid north based on Texas State Plane Central zone, NAD83 CORS 2011 epoch 2010.00.

- Represents a 1/2" Iron Rod with Cap set (Strong 4961)
- All utilities may not be shown on this plot.



MIDWEST POULTRY SERVICES, L.P.
 CALL 691.523 Ac.
 15939/228

DATE: May 1, 2022 Scale: 1" = 50'
 SHEET 13 OF 13

R.O.W. TRACT 1
 3.80 ACRES IN EXISTING R.O.W.
 2.12 ACRES BEHIND FENCE
 5.92 ACRES TOTAL

R.O.W. TRACT 2
 0.315 OF ONE ACRE

MATCHLINE SHEET 12
 MATCHLINE SHEET 13



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 4/23/2024
ITEM: Overpayments
• a. Javier Casiano - \$200.00
TO: Commissioners Court
DATE: 04/17/2024
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

<u>ATTACHMENTS:</u>		
<u>File Name</u>	<u>Description</u>	<u>Type</u>
CC Refund Request 04 16 2024 (002).pdf	Tax Refund Applications	Cover Memo

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 04/23/2024

REQUESTOR	CASIANO JAVIER
ADDRESS	31 DOYLE ST, LEOMINSTER, MA 01453
OWNER NAME	CASIANO EMIGDIO & AUREA E
PROP ID#	37009
REFUND AMOUNT	\$200.00

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
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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

CASIANO EMIGDIO & AUREA E

31 DOYLE ST

LEOMINSTER MA 01453-2605

PROPERTY DESCRIPTION

Legal: PARKWAY PLAZA PH 1, LOT 22

Address: 1609 SOUTHWEST PKY

Account #: 37009

TAX PAYMENT INFORMATION

Name of Taxing Unit
ZREFUND

Tax Year of Refund
2023

Payment Date
04/15/2024

Amount Paid
\$4497.88

Refund Amount Requested
\$200.0

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:

CASIANO JAVIER

31 DOYLE ST

LEOMINSTER MA 01453-2605

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

979-255-7054

Phone #

Date

4/16/24
javier@casiano.electronic.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

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

Authorized Officer Signature

Date

TAX RECEIPT

04/16/2024 09:38AM

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

Receipt Number

3350391

Date Posted 04/15/2024
Payment Type P
Payment Code Over/Refund
Total Paid \$4,497.88

PAID BY:

CASIANO JAVIER

Property ID	Geo	Legal Acres	Owner Name and Address
37009	494000-0100-0220	0.0000	CASIANO EMIGDIO & AUREA E
Legal Description			31 DOYLE ST
PARKWAY PLAZA PH 1, LOT 22			LEOMINSTER, MA 01453-2605
Situs	DBA Name		
1609 SOUTHWEST PKY			

Entity	Year	Rate	Taxable Value	Strnt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
CITY OF COLL.											
STAT.	2023	0.51309	205,410	23934	N	1,053.93	0.00	115.94	0.00	0.00	1,169.87
BRAZOS COUNTY	2023	0.40970	205,410	23934	N	841.56	0.00	92.57	0.00	0.00	934.13
COLLEGE STATION											
ISD	2023	0.96220	205,410	23934	N	1,976.46	0.00	217.42	0.00	0.00	2,193.88
Z REFUND ENTITY	2023	0.00000	0	149112	N	200.00	0.00	0.00	0.00	0.00	200.00
											4,497.88

Balance Due As Of 04/15/2024: -200.00

Tender	Details	Description	Amount
Credit Card	CC XX-9505 Conv.Charge 0.00		4497.88
			4497.88

Operator	Batch	Total Paid
ahines	50916 (04/15/24 KVM)	4,497.88



ATTACHMENTS:

Budget Amendment

BRAZOS COUNTY, TEXAS

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

NO. 23/24 28.01-28.03

On this the 23rd 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

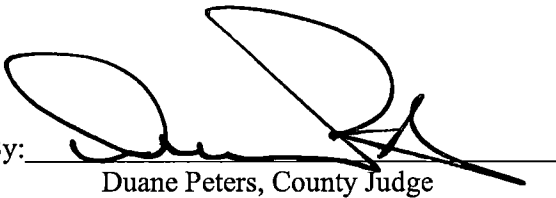
The following proceedings were held:

THAT WHEREAS, on 23rd 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 23rd 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

4/23/2024

General Permanent Improvement Fund

Date: SAM 4/15/2024

County Judge Approval

Date _____

[illegible]

4/28/2024


[illegible]

General Permanent Improvement Fund

Reallocation of funds to the correct account for the Elections Administration - Training Room Audio/Visual Upgrade, bringing the total cost of the project to \$51,816.45.

Date: SAM
4/15/2024

Audio/Visual Upgrade, bringing the total cost of the project to

 4/23/24

County Judge Approval	Date
-----------------------	------

[illegible]

4/28/2024

[illegible]

General Permanent Improvement Fund

Reallocation of funds to the correct account for the BISD Building Connectivity and Health District Fiber Relocation Project.

Date: SAM
4/17/2024

County Judge Approval

Date _____

[illegible]



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources NUMBER:

DATE OF COURT MEETING: 4/23/2024

ITEM:

- a. Personnel Action Forms

TO: Commissioners Court

DATE: 04/18/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[PAF_04-23-2024.pdf](#)

Description

Cover Sheet

Type

Cover Memo

**PERSONNEL
CHANGE OF STATUS REQUESTS**

Commissioner Court Date: 04-23-2024
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
BV Human Trafficking Task Force	Hayes Fox, Melinda	Change of Status
District Clerk	Reyes, Mercedes	Change of Status
Justice of Peace – Precinct 1	Malinak, Katrina	Change of Status
Juvenile Services – Detention	Garner, Armani	Change of Status
Road & Bridge	Bailey, Brandon Jr.	Change of Status
Sheriff's Office – Administration	Alford, Christian	Change of Status
	Alo, Nicholas	Change of Status
	Arredondo, Guadalupe	Change of Status
	Ellsworth, Tucker	Change of Status
	Leeth, Clayton	Change of Status
	Montoya, Patrick	Change of Status
	O'Brien, Austin	Change of Status
	Re, Brittany	Change of Status
	Rodriguez, Abraham	Change of Status
	Sifuentez, Gabriel	Change of Status
	Smith, Emilee	Change of Status

Approved in Commissioners' Court: 04-23-2024:

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





**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources NUMBER:

DATE OF COURT MEETING: 4/23/2024

ITEM: • b. Employment & Separations

TO: Commissioners Court

DATE: 04/18/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[Employment Separations - Public - 04-23-2024.pdf](#)

Employment & Separations Cover Sheet

Cover Memo

Personnel Change of Status

(Apr 18, 2024)

Commissioners' Court Date: 04-23-2024
Department Submitting Information: Human Resources
Purpose of Submissions: Consider and Take Action on Change

Employment

Department Name	Employee Name
Juvenile Services - Detention	Brown, Ke'Asia
Tax Assessor - Collector - Administration	Hardin, Faith
Tax Assessor - Collector - Administration	Hill, Jon
Texas Indigent Defense Commission Grant	McClung, Robbie
Exposition Center - Administration	Owens, Julia
Juvenile Services - Detention	Pope, Curtis
Fleet Shop - Heavy Equipment	Rodriguez, Lee
Non-Departmental	Sootoo, Jonathan
Texas Indigent Defense Commission Grant	Thibodeaux, Lane*
Juvenile Services - Detention	Young, Kierra

Separations

Department Name	Employee Name
Juvenile Services - Community Mental	Autrey, Margaret
Jail Medical Services	Barrentine, Wilhelmina
County Attorney - Administration	Cooper, Billy
Sheriff Office - Jail Administration	Hendrix, Abigail
Road & Bridge - Administration	Ramirez, Ronald
Sheriff Office - Jail Administration	Smith, Brittany

Approved in Commissioners' Court:
County Judge's or Commissioner's Signature: _____



(This Copy to be attached to minutes)



BRAZOS COUNTY
BRYAN, TEXAS

CLAIMS

COMMISSIONERS COURT MEETING: **April 23, 2024**

CLAIMS TO BE PAID BY BRAZOS COUNTY:

CLAIM # 8202233 Thru CLAIM # 8202344

CLAIM # 9200894 Thru CLAIM # 9200948

The Court voted unanimously to approve these Claims as submitted.

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

Duane Peters
County Judge

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

Karen McQueen
County Clerk



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office

NUMBER:

DATE OF COURT MEETING: 4/23/2024

ITEM: Acknowledgement of FY 2023-2024 Budget to Actuals by Fund as of April 17, 2024.
Acknowledgement of FY 2023-2024 Contingency Budget to Actuals by Fund as of April 17, 2024.

TO: Commissioners Court

FROM: Nina Payne

DATE: 04/16/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
FY_24_Actuals.pdf	FY 2023-2024 Budget to Actuals by Fund as of 4/17/24	Backup Material
FY_24_Contingency_Budget_to_Actuals_Fund.pdf	FY 2023-2024 Contingency Budget to Actuals by Fund as of 4/17/24	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
Taxes	116,116,899	119,608,263	134,330,000	109,659,673	82%
Charges for Services	14,007,731	14,373,002	11,221,037	7,843,649	70%
Interest Income	1,233,588	8,311,341	5,780,000	5,510,790	95%
Other Revenue	2,105,454	1,265,902	961,750	689,562	72%
Reserves	-	-	44,859,588	25,886	0%
Intergovernmental	9,344,605	8,218,468	836,002	677,087	81%
Other Financing Sources	1,565,379	215,777	210,000	156,864	75%
Total Revenue	\$144,373,655	\$151,992,753	\$198,198,377	\$124,563,510	63%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	44,652,228	49,486,058	59,656,913	28,045,300	47%
Outside Labor Costs	186,676	104,348	163,000	127,850	78%
Benefits	27,150,252	27,183,091	35,508,750	16,782,376	47%
Discretionary Spending	-	-	1,821,590	-	-
Supplies and Other Charges	7,681,618	9,058,121	19,318,410	5,080,030	26%
Repairs and Maintenance	2,354,842	4,532,190	7,477,493	2,161,863	29%
Contractual Services	8,721,285	9,372,616	12,151,132	4,454,356	37%
Professional Services	4,303,755	6,379,393	13,050,445	2,967,586	23%
Community Contracts	4,615,488	4,716,979	6,382,870	3,607,966	57%
Capital Outlay	5,302,428	7,260,102	21,033,500	5,407,419	26%
Other Financing Uses	4,709,639	20,917,731	21,634,274	-	-
Total Expense	\$109,678,212	\$139,010,628	\$198,198,377	\$68,634,746	35%

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	-	-
Total Revenue	\$102,730	\$0	-	-

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

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	1,604,286	49%
Interest Income	12,820	119,177	50,000	97,222	194%
Other Revenue	454	1,500	-	1,750	-
Reserves	-	-	1,000,000	-	-
Other Financing Sources	-	246,080	-	-	-
Total Revenue	\$3,374,031	\$4,056,579	\$4,300,000	\$1,703,258	40%

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	37,355	23%
Benefits	45,799	41,481	75,055	19,268	26%
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	101,950	55%
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	514,414	81%
Other Financing Uses	1,165,715	-	1,250,000	-	-
Total Expense	\$2,577,941	\$2,454,451	\$4,300,000	\$973,294	23%

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	4,097	137%
Reserves	-	-	218,000	-	-
Intergovernmental	30,417	30,347	30,000	29,508	98%
Total Revenue	\$30,693	\$35,403	\$251,000	\$33,606	13%

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

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	6,413	214%
Reserves	-	-	68,000	-	-
Total Revenue	\$387	\$9,140	\$71,000	\$6,413	9%

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

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	52,514	78%
Interest Income	48	1,942	0	2,246	-
Reserves	-	-	10,000	-	-
Total Revenue	\$28,511	\$166,057	\$77,500	\$54,759	71%

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	32,654	42%
Total Expense	\$59,063	\$62,593	\$77,500	\$32,654	42%

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	398,153	199%
Other Revenue	460,822	397,231	487,494	487,494	100%
Reserves	-	-	19,000,000	-	-
Total Revenue	\$37,304,461	\$32,559,083	\$58,864,372	\$40,585,866	69%

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	17,603,983	30%
Other Financing Uses	20,000	20,000	20,000	20,000	100%
Total Expense	\$26,588,700	\$26,198,989	\$58,864,372	\$17,623,983	30%

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
Reserves	-	-	69,360	-	-
Intergovernmental	14,928	14,872	14,500	37,584	259%
Total Revenue	\$14,928	\$14,872	\$83,860	\$37,584	45%

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

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	220	44%
Interest Income	935	15,192	0	10,898	-
Reserves	-	-	300,000	-	-
Other Financing Sources	42,545	-	-	-	-
Total Revenue	\$67,049	\$15,815	\$300,500	\$11,118	4%

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	-	-	-
Total Expense	\$57,194	-	\$300,500	-

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	145,228	41%
Interest Income	5,390	31,036	20,000	20,994	105%
Reserves	-	-	1,230,000	-	-
Total Revenue	\$460,067	\$395,347	\$1,600,000	\$166,223	10%

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	61,368	48%
Benefits	72,410	56,889	83,311	31,806	38%
Supplies and Other Charges	21,476	725	1,263,064	1,165	0%
Contractual Services	103,091	327,291	125,340	57,573	46%
Total Expense	\$302,836	\$488,964	\$1,600,000	\$151,911	9%

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	127,575	41%
Interest Income	5,682	30,786	10,000	21,834	218%
Reserves	-	-	1,293,000	-	-
Total Revenue	\$393,069	\$321,336	\$1,618,000	\$149,409	9%

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%
Total Expense	\$299,991	\$253,734	\$1,618,000	\$97,115	6%

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	46,789	44%
Interest Income	180	5,325	0	1,571	-
Reserves	-	-	64,000	-	-
Other Financing Sources	442,325	294,951	0	-	-
Total Revenue	\$548,331	\$415,322	\$170,050	\$48,360	28%

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	-
Total Expense	\$480,194	\$549,334	\$170,050	\$8,860	5%

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	17,530	56%
Interest Income	236	4,523	2,500	3,581	143%
Reserves	-	-	208,000	-	-
Total Revenue	\$33,527	\$37,947	\$242,000	\$21,110	9%

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	-
Total Expense	\$15,950	-	\$242,000	-

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	59,615	99%
Interest Income	334	5,326	4,000	3,810	95%
Reserves	-	-	200,000	-	-
Total Revenue	\$62,060	\$89,788	\$264,000	\$63,425	24%

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	32,407	44%
Benefits	-	1,553	5,764	2,518	44%
Contractual Services	-	149,231	173,000	-	-
Professional Services	-	-	11,636	-	-
Total Expense	-	\$170,763	\$264,000	\$34,924	13%

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	-	160
Interest Income	69	131	-	21
Total Revenue	\$5,739	\$726	-	\$181

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	-	-	-
Total Expense	\$34,324	\$19,771	-	-

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	14,710	57%
Interest Income	276	4,324	2,000	3,269	163%
Reserves	-	-	193,000	-	-
Total Revenue	\$28,717	\$32,534	\$221,000	\$17,978	8%

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	-	-
Total Expense	\$40,743	\$11,055	\$221,000	\$262	0%

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	4,232	42%
Interest Income	146	2,647	0	1,990	-
Reserves	-	-	119,000	-	-
Total Revenue	\$9,896	\$12,706	\$129,000	\$6,222	5%

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

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	585	-
Reserves	-	-	33,000	-	-
Total Revenue	\$7,879	\$6,247	\$33,000	\$585	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	-	2,563	33,000	235	1%
Capital Outlay	-	5,133	-	-	-
Total Expense	-	\$7,696	\$33,000	\$235	1%

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	82	164%
Other Revenue	75	150	0	75	-
Reserves	-	-	4,900	-	-
Total Revenue	\$82	\$263	\$4,950	\$157	3%

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

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	1,761	117%
Other Revenue	2,000	2,500	2,000	1,000	50%
Reserves	-	-	105,000	-	-
Total Revenue	\$2,151	\$4,928	\$108,500	\$2,761	3%

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	-	-
Total Revenue	\$33,473	\$16,804	-	-

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	-	-	-
Total Expense	\$42,162	\$16,804	-	-

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	22,686	151%
Reserves	-	-	331,000	-	-
Total Revenue	\$7,767	\$32,009	\$348,500	\$25,151	7%

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	1,076	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	\$1,076	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
Public Health Revenue	-	0	60,000	60,000	100%
Other Revenue	-	32	-	-	-
Reserves	-	-	6	-	-
Intergovernmental	5,175,775	2,603,804	4,749,019	2,355,967	50%
Other Financing Sources	300,769	336,489	711,264	-	-
Total Revenue	\$5,476,543	\$2,940,325	\$5,520,289	\$2,415,967	44%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	1,328,022	1,748,464	2,861,531	1,345,187	47%
Benefits	640,754	813,685	1,327,727	612,620	46%
Supplies and Other Charges	233,515	106,792	436,145	54,432	12%
Repairs and Maintenance	937,236	5,186	3,150	2,310	73%
Contractual Services	2,055,371	116,713	396,244	170,838	43%
Professional Services	3,840	-	200,000	2,500	1%
Capital Outlay	322,412	158,206	295,492	351,182	119%
Total Expense	\$5,521,150	\$2,949,047	\$5,520,289	\$2,539,069	46%

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	Percent Received
Interest Income	(1,392)	-	-	-	-
Intergovernmental	8,445,192	7,495,180	20,000,000	132,807	1%
Total Revenue	\$8,443,800	\$7,495,180	\$20,000,000	\$132,807	1%

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%
Total Expense	\$8,445,192	\$7,495,180	\$20,000,000	\$203,527	1%

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

Fund: 32000 SB 22 2023 Rural Law
Enforcement Salary Assistance Program

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Intergovernmental	-	-	-	1,050,000
Total Revenue	-	-	-	\$1,050,000

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	1,574	315%
Other Revenue	1,600	8,000	0	-	-
Reserves	-	-	113,000	-	-
Total Revenue	\$1,867	\$9,599	\$113,500	\$1,574	1%

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	-	-	-
Total Expense	\$10,085	\$13,773	\$113,500	-

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	3,937	197%
Reserves	-	-	249,000	-	-
Total Revenue	\$80,899	\$38,427	\$271,000	\$4,237	2%

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	11,031	14%
Benefits	7,935	9,588	14,686	5,280	36%
Supplies and Other Charges	24,089	11,007	155,938	13,510	9%
Contractual Services	314	360	20,000	270	1%
Capital Outlay	5,782	-	-	-	-
Total Expense	\$52,509	\$41,339	\$271,000	\$30,091	11%

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	-	1,052	-
Reserves	-	-	65,000	-	-
Total Revenue	\$38,176	\$72,167	\$90,000	\$7,416	8%

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	2,816	28%
Total Expense	\$74,011	\$18,893	\$90,000	\$3,395	4%

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	8,360	-
Reserves	-	-	104,000	-	-
Total Revenue	\$1,004	\$407,384	\$109,000	\$13,694	13%

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	-	-
Total Expense	\$323	-	\$109,000	\$174	0%

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	10,714,476	98%
Interest Income	89,607	345,490	170,000	153,243	90%
Reserves	-	-	500,000	-	-
Other Financing Sources	1,165,715	-	1,250,000	-	-
Total Revenue	\$12,021,900	\$10,144,527	\$12,830,000	\$10,867,719	85%

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%
Total Expense	\$17,009,447	\$9,028,173	\$12,830,000	\$2,365,769	18%

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	225,346	188%
Other Revenue	-	2,929	-	-	-
Reserves	-	-	8,400,000	-	-
Total Revenue	\$105,757	\$518,544	\$8,520,000	\$225,346	3%

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	1,283,892	264%
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	\$1,441,816	17%

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	-	549,365	-
Reserves	-	-	19,800,000	-	-
Other Financing Sources	-	20,009,102	-	-	-
Total Revenue	-	\$20,221,390	\$19,800,000	\$549,365	3%

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	586,859	3%
Debt Service	-	203,216	-	-	-
Total Expense	-	\$203,216	\$19,800,000	\$586,859	3%

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	-	269,698	-
Reserves	-	-	10,100,000	-	-
Other Financing Sources	-	10,307,719	-	-	-
Total Revenue	-	\$10,417,211	\$10,100,000	\$269,698	3%

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	1,768,080	18%
Debt Service	-	102,830	-	-	-
Total Expense	-	\$184,530	\$10,100,000	\$1,768,080	18%

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	-	268,190	-
Reserves	-	-	9,908,000	-	-
Other Financing Sources	-	10,165,860	-	-	-
Total Revenue	-	\$10,272,156	\$9,908,000	\$268,190	3%

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	17,324	0%
Debt Service	-	163,164	-	-	-
Total Expense	-	\$224,926	\$9,908,000	\$17,324	0%

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	Percent Received
Other Revenue	95,799	102,356	-	-	-
Reserves	-	-	23,839,123	373,654	2%
Other Financing Sources	5,473,504	20,893,118	19,923,010	-	-
Total Revenue	\$5,569,303	\$20,995,474	\$43,762,133	\$373,654	1%

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Discretionary Spending	-	-	6,162,654	-	-
Supplies and Other Charges	-	-	4,000,000	-	-
Capital Outlay	11,813,336	5,391,415	33,568,379	2,552,019	8%
Debt Service	-	-	31,100	-	-
Other Financing Uses	24,942	-	-	-	-
Total Expense	\$11,838,278	\$5,391,415	\$43,762,133	\$2,552,019	6%

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	13,357,537	64%
Reserves	-	-	4,500,000	-	-
Other Financing Sources	-	-	1,000,000	-	-
Total Revenue	\$20,921,190	\$23,006,476	\$26,341,700	\$13,357,537	51%

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	106,321	23%
Benefits	60,911	133,569	200,280	53,596	27%
Supplies and Other Charges	50,614	53,669	968,719	26,498	3%
Repairs and Maintenance	93	75	100	25	25%
Contractual Services	17,991,568	21,346,651	24,276,500	12,102,254	50%
Professional Services	289,964	379,176	434,200	198,805	46%
Total Expense	\$18,608,343	\$22,140,208	\$26,341,700	\$12,487,499	47%

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	-	209	-
Reserves	-	-	13,992	-	-
Total Revenue	\$88	\$494	\$13,992	\$209	1%

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%
Total Expense	\$22,174	\$23,527	\$13,992	\$7,500	54%

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	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	(1,077,317.70)	4,922,682.30
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	(57,720.00)	1,200,080.00
Total General Fund Contingency	7,297,852.00	(1,135,037.70)	6,162,814.30

* 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	2023-2024 Remaining to Date
HOT Fund Contingency - 11002500	526,974.00	-	526,974.00
Total HOT Fund Contingency	526,974.00	-	526,974.00

* 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	2023-2024 Remaining to Date
Contingeny - 12005000	49,200.00	-	49,200.00
Total Unclaimed Property Fund Contingency	49,200.00	-	49,200.00

* 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	2023-2024 Remaining to Date
Contingency - 21005000	1,219,564.00	(124,000.00)	1,095,564.00
Total Count Clerk Records Management Fund Contingency	1,219,564.00	(124,000.00)	1,095,564.00

* 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	2023-2024 Remaining to Date
Contingency - 21006000	1,118,000.00	(75,000.00)	1,043,000.00
Total Count Clerk Archival Fund Contingency	1,118,000.00	(75,000.00)	1,043,000.00

* 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	2023-2024 Remaining to Date
Contingency - 51000100	48,977.00	(6,264.00)	42,713.00
Total Courthouse Security Fund Contingency	48,977.00	(6,264.00)	42,713.00

* 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	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
Total Justice of the Peace Technology Fund Contingency	42,161.00	-	42,161.00

* 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	2023-2024 Remaining to Date
Sheriff Forfeiture Fund - 2801000	17,502.00	-	17,502.00
Total Forfeiture Fund Contingency	17,502.00	-	17,502.00

* 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	2023-2024 Remaining to Date
Contingency - 19006000	4,950.00	-	4,950.00
Total District Attorney Hot Check Collections Fund - Contingency	4,950.00	-	4,950.00

* 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	2023-2024 Remaining to Date
Contingency - 12006000	96,828.00	-	96,828.00
Total Bail Bond Board Fund - Contingency	96,828.00	-	96,828.00

* 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	2023-2024 Remaining to Date
Contingency - 13006000	277,345.00	-	277,345.00
Total Vehicle Inventory Interest Fund - Contingency	277,345.00	-	277,345.00

* 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	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
Total Grant Fund Contingency	211,042.00	6,830.36	217,872.36

* 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	2023-2024 Remaining to Date
Contingency - 28050000	15,900.00	-	15,900.00
Total Sheriff's Office Crime Fund Contingency	15,900.00	-	15,900.00

* 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	2023-2024 Remaining to Date
Contingency - 19200100	135,289.00	(9,000.00)	126,289.00
Total District Attorney Crime Fund Contingency	135,289.00	(9,000.00)	126,289.00

* 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	2023-2024 Remaining to Date
Contingency - 21130000	71,900.00	-	71,900.00
Total Primary Election Services Fund Contingency	71,900.00	-	71,900.00

* 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	2023-2024 Remaining to Date
Commissioner's Court Contingency - 11001500	3,038,134.00	(1,441,836.18)	1,596,297.82
Total 43200 2020 Certificates of Obligation Contingency	3,038,134.00	(1,441,836.18)	1,596,297.82

* 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	2023-2024 Remaining to Date
Commissioner's Court Contingency - 63110001	3,988,000.00	(2,277,924.50)	1,710,075.50
Total General Permanent Improvement Fund Contingency	3,988,000.00	(2,277,924.50)	1,710,075.50

* 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	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
Total Health and Life Insurance Fund Contingency	845,385.00	-	845,385.00

* 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	2023-2024 Remaining to Date
Jail Commissary - 28006000	961,453.00	-	961,453.00
Total Jail Commissary Fund Contingency	961,453.00	-	961,453.00

* 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	2023-2024 Remaining to Date
Contingency - 18006000	65,000.00	-	65,000.00
Total County Attorney Operating Fund Contingency	65,000.00	-	65,000.00

* Can only be used for this fund