



MINUTES

SEPTEMBER 26, 2017

BRAZOS COUNTY COMMISSIONERS COURT

REGULAR MEETING

A regular meeting of the Commissioners' Court of Brazos County, Texas was held in the Brazos County Commissioners Courtroom in the Administration Building, 200 South Texas Avenue, in Bryan, Brazos County, Texas, beginning at 10:00 a.m. on Tuesday, September 26, 2017 with the following members of the Court present:

Duane Peters, County Judge, Presiding;
Steve Aldrich, Commissioner of Precinct 1;
Sammy Catalena, Commissioner of Precinct 2;
Nancy Berry, Commissioner of Precinct 3;
Irma Cauley, Commissioner of Precinct 4;
Karen McQueen, County Clerk.

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

1. Invocation and Pledge of Allegiance

- U.S. and Texas Flag - Chaplain G.H. Jones and Commissioner Catalena

2. Call for Citizen input and/or concerns

Marie Wolfe, who is a resident of the Nantucket subdivision requested the County withdraw its application to the City of College Station for realigning Margraves Ranch Minor Collector on Arrington Road to Harpers Ferry Road. The realignment will allow Margraves Ranch and Castlegate residents to cut-thru the Nantucket Subdivision. She said the application for the realignment is scheduled for the City of College Station's Planning and Zoning Meeting on October 5, 2017 and for the City Council on October 12, 2017. Mrs. Wolfe also pointed out several concerns with the timeline of the application. She asked why other options were not considered. Mrs. Wolfe said the

neighborhood streets were not designed for cut-thru traffic. She went on to say that they have no sidewalks, no shoulders, and have drainage ditches on both sides of the roads. She said that her main concern is for the safety of the residents and does not feel that anyone else is addressing these issues.

Nantucket resident Karen Weir then asked to speak and also requested the Court withdraw the application for the realignment of Arrington Road. Mrs. Weir said that she knew their decision had already been made. She stated that those who will be affected by their decision are collateral damage and are expendable. Mrs. Weir urged the Court to not fall for the expansionism theory and preserve what they have.

Speaking next was Nantucket resident Mary Lou Price. Mrs. Price stated that residents found out about the realignment one week ago. She said that Mrs. Wolfe emailed Jason Shubert with the City of College Station questions regarding public notices. Mrs. Price stated that Commissioner Aldrich and County Engineer Alan Munger were copied in the email. She said that Mr. Shubert stated several times that the realignment request came from Brazos County. She commented that she has searched through Commissioners Court minutes and has not been able to find contracts for this project with Mitchell & Morgan or Kimley-Horn. She said she is baffled as to why these contracts would not have been approved through the normal agenda process. She went on to say that she also questions the timeline of the application. Mrs. Price said the residents of Nantucket have requested from the elected officials in the county and city to allow them to have a voice in developments that impact the safety of the neighborhood. She said that no one has given them the courtesy of allowing them a chance to speak. She stated her concerns over the road safety for the residents that are walkers and bike riders. Mrs. Price said that Nantucket was designed to be a rural neighborhood. She stated that she understands the need for growth and development, but it should be planned in harmony with neighborhoods in mind. Mrs. Price said that monitoring traffic conditions and responding appropriately does not give her comfort. She said she has been left with a lack of distrust and disgust for a lot of the elected officials and staff.

Susan Hardin, also a resident of Nantucket spoke next. Mrs. Hardin pointed out that the Bryan/College Station Metropolitan Planning Organization (MPO) did an outstanding job soliciting the public's input with the 2050 Thoroughfare Plan. She said the MPO scheduled several meetings around Brazos County to gain input from the public. She encouraged everyone to read the documents on their web page regarding public input. Mrs. Hardin went on to mention her concerns for those who could possibly be rear-ended as they are turning into their driveways. She also pointed out issues with the Comprehensive Plan Amendment application. Mrs. Hardin said that most importantly is that the public was not allowed an opportunity to voice comments on these changes. She urged the Court to withdraw the proposed changes.

Mrs. Marie Wolfe and Mrs. Mary Lou Price both submitted documents to the Court for the record and are attached to these minutes.

Judge Peters thanked everyone for their input and reminded them that the Court cannot respond to the comments.

Judge Peters then introduced Christiana Stahl as the new medical clerk for the Health and Wellness Clinic.

Consider and take action on agenda items 3-23:

3. Resolution 17-021 naming the Brazos County building at 300 E. William Joel Bryan Parkway the Ruth McLeod Building.

The Court voted unanimously to adopt Resolution 17-021 designating the Brazos County building at 300 E. William Joel Bryan Parkway to be known now and hereafter as the Ruth McLeod Building. The Court expresses their deepest appreciation for Mrs. McLeod's distinguished service for over 50 years to Brazos County.

Commissioner Berry said she thought this was a great idea because Ruth McLeod has been a valuable long term employee.

Judge Peters read aloud the resolution and presented it to Mrs. McLeod.

Mrs. McLeod thanked the Court for this honor and Commissioner Catalena for recommending the building to be named for her. She also thanked her family, friends, and co-workers for all their support over the years.

Commissioner Catalena thanked her for all the help and knowledge she has provided to him.

Budget Officer Irene Jett stated that Ruth McLeod has a vast knowledge of many positions and departments in the County. She thanked Mrs. McLeod for all she does to help others.

Commissioner Aldrich also expressed his appreciation for Mrs. McLeod and thanked her.

A copy of the resolution is attached.

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

4. Proclamation 17-026 declaring Tuesday, October 3, 2017 as "National Night Out".

The Court voted unanimously to adopt Proclamation 17-026 declaring October 3, 2017 as "National Night Out" in Brazos County. The Court along with the mayors of the Cities of Bryan, College Station, Texas A&M University, Wixon Valley, and Kurten call upon the citizens of Brazos County to join their law enforcement officers and the National Association of Town Watch in supporting the 34th annual "National Night Out" on Tuesday, October 3, 2017.

A copy of the proclamation is attached.

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

5. Re-appointment of Lloyd Wassermann and Sammy Catalena to the Brazos County Emergency District (9-1-1) Board; term of appointment is 01/01/2018 through 12/31/2019.

A copy of the affidavit of abstention for Commissioner Catalena is attached.

Motion: Approve, Moved by Commissioner Steve Aldrich, Seconded by County Judge Duane Peters. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Abstain: Catalena.

6. Request the Court's approval for an Inmate Work Crew to be detailed to assist the City of Wixon Valley with preparations for National Night Out

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

7. Workers Compensation Renewal with TAC Risk Management Pool's Workers' Compensation Program effective January 1, 2018.

A copy is attached.

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

8. Payment Authorization to STL & Associates in the amount of \$13,500.00 for appraisals for Forsthoft Road widening project; a purchase order was obtained in advance but was closed prematurely.

This payment authorization was requested by the Road and Bridge Department.

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

9. Payment authorization to Aramark Uniform Services, Inc. in the amount of \$122.70 for rental uniform expenses for Fleet Services; a purchase order was obtained in advance but did not have enough funds on it to cover the expenses.

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

10. Payment authorization to RV Tires LLC in the amount of \$1,632.12 for repair work to be done on shower trailers for Emergency Management; a purchase order was obtained in advance but did not have enough funds on it to cover the expenses.

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

11. Approval of the following job descriptions:
 - a. Class Code 2355 - Clerk, Temporary for the Tax Office
 - b. Class Code 2668 - Tech. Temporary for Road & Bridge

A copy of the job descriptions is attached.

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

12. Consultant Services Agreement between Brazos County and MFE, LLC.

A copy of the service agreement is attached.

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

13. Fifth Renewal Lease Agreement with Brazos County Emergency Services District #1 for the purpose of a substation of the Brazos County Sheriff's Office in southern Brazos County, Texas for FY 2018.

A copy of the renewal of lease agreement is attached.

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

14. Discuss and take possible action on a contract renewal with Youth Advocate Programs Inc. for wraparound youth and family services.

A copy of the renewal of contract is attached.

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

15. Acceptance of Public Utility Easement from Brent Mullins and Leisha S. Mullins for 0.049 acre of land to replace part of public utility easement acquired for roadway right of way on Cherokee Drive located in Precinct 1.

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

16. Consider and take action on the Frontier Communications utility permit to conduct a 285' bore within the right of way of Smetana Road. Work will include placing a 4" PVC

conduit a depth of 4 feet below the proposed drainage ditch. Cables will be pulled through this conduit. Line is being adjusted to accommodate the widening of Smetana Road. Site is located in Precinct 4.

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

17. Expenditure Journal Entries 16/17 090064

A copy is attached.

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

18. Tax Refund Applications for the following:

- a. Billie & Carolyn Francis - Overpayment \$19.72
- b. Chase Bank % Corelogic Tax Service - Overpayment \$63.17
- c. Corelogic Tax Services - Overpayment \$7.96
- d. Thomas W. Grahm - Overpayment \$76.30

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

19. Budget Amendments.

Budget Amendments FY 16/17 52.1 - 52.4

52.1 Reallocate funds for the 85th District Court.

52.2 Reallocate funds for the Sheriff's Office - Jail.

52.3 Transfer funds from Contingency Fund to the Brazos Center.

52.4 Reallocate funds for Fleet Services.

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

20. Personnel Change of Status.

a. Personnel Action Forms for FY17

b. Personnel Action Forms FY18

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

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

21. Payment of Claims.

Claims 7159676-7159865

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

22. Convene into Executive Session pursuant to Texas Government Code 551.0785 for deliberations involving medical or psychiatric records of a county employee.

At this point, the County Judge announced the Court would consider items 24 through 26 then return to convene into Executive Session.

Having considered the previously noted agenda items, at 10:38 a.m. the County Judge stated that the Court would convene into Executive Session to deliberate pursuant to Texas Government Code 551.0785 as stated above.

The following individuals were asked to stay for the meeting:

Candy Gallego, Executive Assistant

Bruce Erratt, Civil Counsel

Ed Bull, Civil Counsel

Jennifer Salazar, Human Resources Director

23. Consider and possible action on Executive Session.

At 10:50 a.m. the County Judge announced the meeting open to the public. On motion by Commissioner Berry, seconded by Commissioner Cauley, the Court voted unanimously to extend the deadline for the Wellness Plan for a certain retiree due to the effects of Hurricane Harvey.

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

24. Sheriff's report on inmate population.

Sheriff Chris Kirk stated there were 686 inmates in jail, 592 inmates are male and 94 are female, 46 have electronic monitors and 3 are pending for monitors.

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

Commissioner Aldrich stated that he met with the new executive director of Research Valley Partnership and would like to see a presentation of the RVP Strategic Plan placed on a future agenda.

26. Call for Citizen input and/or concerns

There was no citizen's input.

27. Adjourn.

The foregoing minutes of the Commissioners Court meeting held September 26, 2017 have been examined and are approved in open Court this 10th day of October, 2017, in Bryan, Brazos County, Texas .



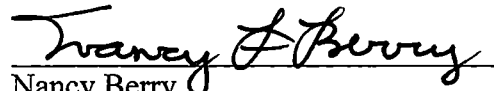
Duane Peters
County Judge



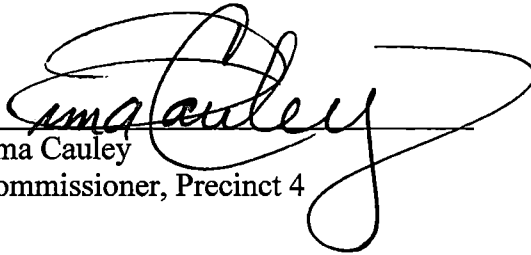
Steve Aldrich
Commissioner, Precinct 1

Absent

Sammy Catalena
Commissioner, Precinct 2

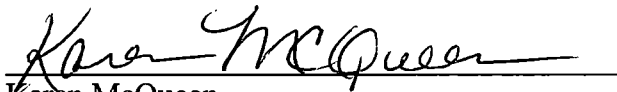


Nancy Berry
Commissioner, Precinct 3

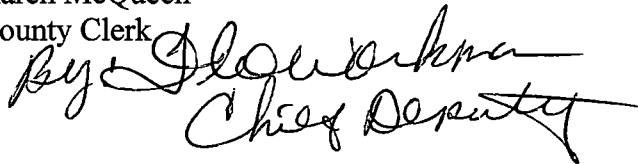


Irma Cauley
Commissioner, Precinct 4

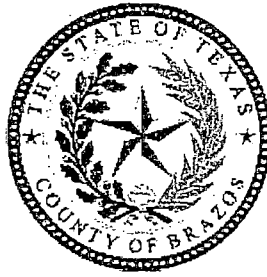
Attest:



Karen McQueen
County Clerk



Chief Deputy



**BRAZOS COUNTY
BRYAN, TEXAS**

FILED

2017 SEP 22 P 3:11

KAREN McQUEEN, COUNTY CLERK
BRAZOS COUNTY, BRYAN, TEXAS
Karen McQueen

NOTICE OF MEETING AND AGENDA

BRAZOS COUNTY COMMISSIONERS COURT

**THE COMMISSIONERS COURT OF BRAZOS COUNTY WILL MEET
IN REGULAR SESSION ON SEPTEMBER 26, 2017 AT 10:00 AM IN
THE COMMISSIONERS COURTROOM OF THE COUNTY
ADMINISTRATION BUILDING, 200 SOUTH TEXAS AVE., SUITE 106,
BRYAN, TX 77803**

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

Consider and take action on agenda items 3-23:

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22. Convene into Executive Session pursuant to Texas Government Code 551.0785 for deliberations involving medical or psychiatric records of a county employee.
23. Consider and possible action on Executive Session.
24. Sheriff's report on inmate population.
25. Announcement of interest items and possible future agenda topics.
26. Call for Citizen input and/or concerns
27. Adjourn.

PUBLIC COMMENTS

Public Comment during the Commission Meeting may be for all matters, both on and off the agenda, and be limited to four minutes per person. Persons are invited to submit comments in writing on the agenda items and/or attend and make comment at the Commission meeting. Members of the public are reminded that the Brazos County Commissioners Court is a Constitutional Court, with both judicial and legislative powers, created under Article V, Section 1 and Section 18 of the Texas Constitution. As a Constitutional Court, the Brazos County Commissioners Court also possesses the power to issue a Contempt of Court Citation under Section 81.024 of the Texas Local Government Code. Accordingly, members of the public in attendance at any Regular, Special and/or Emergency meeting of the Court shall conduct themselves with proper respect and decorum in speaking to, and/or addressing the Court; in participating in public discussions before the Court; and in all actions in the presence of the Court. Those members of the public who are inappropriately attired and/or who do not conduct themselves in an orderly and appropriate manner will be ordered to leave the meeting. Refusal to abide by the Court's Order and/or continued disruption of the meeting may result in a Contempt of Court Citation.

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

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

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

INVOCATION

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

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

BRAZOS COUNTY
COMMISSIONER'S COURT

26 DAY OF September, 2017
10:00 (A)M/PM, _____

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)

Karen McQueenCo. ClerkFlo WorkmanCo. ClerkJeresh RamseyCo. clerkMarie E. WolfecitizenMary Ann PriceCitizenSusan HardincitizenKaron L. WeirCITIZENLloyd WassermancitizenSean RayGessner EngineeringBethany JonesCo. JudgeIsaac ButlerConstable Pct 4B. STRATCo. AttyM PerezRisk-JASON WAREBCEMMichelle MeadeBCEM

BRAZOS COUNTY COMMISSIONER'S COURT

____ DAY OF _____, 20____
____ AM/PM, _____

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)

ERIC CALDWELL

BCIT

Jennifer Salazar

HR

Diana Miller

Health & Wellness

Christiana Stahl

Health & Wellness

Keta Adam

Health & Wellness

Treedy Hancock

EA

Kristal Ocon

EA

Bob Sims

SON

Ed Bull

CA

Ball Sims

Breann Sims

Corey Sims

Callie Sims

Kamryn

Cynthia Mahan

BRAZOS COUNTY COMMISSIONER'S COURT

26 DAY OF Sept, 2017
10:00 (AM) PM, _____

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)

Candy Gallego

Comm. Court

Judy Andrusch
Monte De

R. M. M.

P.B.

Sheriff Chp Kirk

Sheriff

Wm. Charles WENOT

Purcell

Katie G
Shumail

Audie K

31st St

Patrick Gordon

Kelm Lyns

The Eagle

Pat Lutz

Nina Means

Budget

Irene Jett

Budget

Jim Stewart

Sheriff's Chief Deputy

Patrick Gordon

Citizen

Bill Oliver

WTHW

Tavis Foreman

DA office

Marie E. Wolfe
 4576 Sandpiper Cove
 College Station, TX 77845

I'm here today to request the County withdraw its application to the City for realigning Margraves Ranch Minor Collector on Arrington Road to Harpers Ferry Road which will allow Margraves Ranch and Castlegate to cut-thru our neighborhood.

The application for this realignment is scheduled for the City's P&Z Meeting for October 5th and City Council for October 12th and was initiated by the County Engineer.

I'm also putting into the record my email request for this withdrawal dated September 24, 2017 and its attachments.

As for the application, that has an interesting timeline:

Veronica Morgan of Mitchell & Morgan, LLP signed application August 17th Jeffrey Whitacre's, P.E., AICP, PTP; Report from Kimley Horn to Veronica Morgan, was dated September 7th.

R. Alan Munger, PE, County Engineer signed application on September 11th. September 18, 2017 – I read a Public Notice in the Eagle about this realignment and when it's scheduled for P&Z and City Council Meetings and sent off an email to a number of Nantucket residents to discover that there was a meeting scheduled that morning to discuss Arrington Road expansion, but they didn't know about the realignment.

September 18, 2017 is the first known meeting with a few Nantucket residents to discuss Arrington Road expansion.

There are issues with the application and TIA letter that need to be addressed.

1. Why weren't all possible alternatives researched/study?
2. Why is one 3-way intersection on Arrington Road an issue when its 1500 feet away and you could fit 100 cars into those 1500 feet? Why does the safety of Arrington Road, trump the safety of our neighborhood streets? We have eight 3-way intersections with the closest set being 150 feet apart and the farthest distant being 830 feet, plus 20 driveways entering within that same stretch of road.
3. Why aren't the total volumes of vehicles/trips on the 2 comparison maps equal? Not aligned is 55,600 & aligned is 61,300 – difference of 5,700.
4. Why was the same individual/firm used by the Margraves Ranch Developer and the County for the application (Veronica Morgan) and TIA (Jeff Whitacre)? Seems like there wasn't any check and balance on data.

5. Why doesn't the study have details to back up the maps data that people can read?

I've been here before focusing on cut-thru traffic from Indian Lakes which was an unintended consequence of not requiring that Developer to have 2 entrances/exits. The Commissioners Court approved extending Mesa Verde to Hwy 6 to help mitigate our roadway safety issues. Now the County is facilitating cut-thru from both Margraves Ranch (950-1480 homes) and Castlegate 1 (721 homes) thru Nantucket. This is not acceptable when there are other alternatives that should be considered.

The report done by Jeff Whitacre of Kimley Horn says the realignment will bring our traffic counts to 2,200 on Harpers Ferry. In January 2016 with just Indian Lakes, we had between 600-650 vehicles/day. The County Engineer promises they will do traffic counts and if something needs to be done, they will address the issue then. "Then" will be too late. The harm will have been done and the options limited.

Our neighborhood streets are not designed to be Minor Collectors for cut-thru traffic. We have no sidewalks, no shoulders, drainage ditches on both sides of the road; our driveways entering directly onto these roads and you must travel Harpers Ferry Road to access our neighborhood park. While Castlegate and Margraves Ranch streets will be designed to Minor Collector specifications, ours is what it is and I don't see anyone focusing on our neighborhood roadway safety issues.

I've also heard rumors that the County Engineer is leaving shortly, if true, he'll be gone when the issues arise. I'm here because I don't want to wait for something bad to happen before any action is taken. Who will be held responsible when a tragedy happens caused by cut-thru traffic?

Again, please withdraw the application submitted to the City to realign Margraves Ranch collector with Harpers Ferry Road until all alternatives have been considered with neighborhood pedestrian safety the #1 issue to be resolved with citizen input.

Subject: Request for County to withdraw the City application- CPA2017-000012 - Realignment of Margrave's Ranch Minor Collector to Harpers Ferry Road

From: Marie Wolfe (me_wolfe@yahoo.com)

To: RAMunger@brazoscountytexas.gov; SAlldrich@brazoscountytexas.gov; DPeters@brazoscountytexas.gov; scatalena@brazoscountytexas.gov; icauley@brazoscountytexas.gov; nberry@brazoscountytexas.gov;

Cc: shardinTX@gmail.com; mprice212@yahoo.com; Motherweir@hotmail.com;

Date: Sunday, September 24, 2017 5:32 PM

Dear Judge, County Engineer and Commissioners,

This email is to request that Brazos County withdraw its application to the City of College Station (CPA2017-000012) to realign Margrave's Ranch Minor Collector to Harpers Ferry Road.

I appreciate the County Engineer response which I'm including. I also appreciate the need to reconstruct Arrington Road. However, acquiring the ROW should not be affected wherever Margraves Ranch minor collector intersects Arrington Road. The County would be improving Arrington even if Margraves Ranch did not access it and the County needs to acquire the ROW either way. I would like to point out that I'm also disappointed that the County Engineer has changed the plan he presented at the March 2017 BCSMPO Public Meeting about making Arrington Road 3-lanes with the middle as a turn lane. This seems to be a plan change with no citizens input that people were counting on to help Nantucket residents that live on Arrington Road turn safely into their driveways.

After working for most of 2016 to get Mesa Verde extended to Hwy 6 so Nantucket would be relieved of the cut-thru traffic and reduce our pedestrian and roadway safety issues, I'm finding this direction extremely disappointing and negligent.

As for the points the County Engineer brings up, comparing FM 2154 to Arrington Road (which was done in his application to the City) makes no sense. One 3-way intersection he references (Barron Cutoff Road to align with Capstone Road) is approximately 360 feet separation. On the City's Thoroughfare Map, FM 2154 is designated as a 4-lane Major Arterial and Arrington Road is designated a 2-Lane Major Collector. How does that make sense to compare moving a 3-way intersection on Arrington 1500 feet, a Major Collector (2-lanes) vs. FM 2154 360 feet, a Major Arterial (4-lanes)? You can fit approximately 100 cars within 1500 feet. Why would the County choose removing one 3-way intersection on Arrington Road to pushing a sizeable increase in traffic past to the street (Harpers Ferry) which is the only way to access our neighborhood park and past eight other 3-way intersections within Nantucket and 20 driveways?

Relative to the future ability of "traffic calming" on Arrington Road, a 3-way stop would also do that. Not sure how the volume at a 3-way intersection would be so different not to warrant a stop. If the County has a checklist for how this analysis is done, I'd love to see it.

It's also great that the County Engineer promises to do traffic counts for our neighborhood and to work to mitigate issues, however, our safety issues is not just counting vehicles. It seems to me that the safety of vehicles from Castlegate and Margraves Ranch and whether they will be impacted by congestion is more important than the safety of pedestrians that use our neighborhood streets. Doing traffic counts will not solve the problems and then the options will be very limited. Margraves Ranch minor collector will be up to the City specifications for minor collectors with sidewalks, bike lanes and no driveways entering, etc. Both the City and County seem to want to make Harpers Ferry and Nantucket Drive into something it was not designed to be since we have no sidewalks, no shoulders, no bike lanes, and all our driveways enter directly to these streets and you must traverse Harpers Ferry to get to the neighborhood park.

Since not all the alternatives have been considered or studied and our neighborhood residents' safety was not considered or addressed, I'm asking the County to withdraw the application from the City to realign Margraves Ranch collector to Harpers Ferry.

Sincerely,

Marie E. Wolfe
4576 Sandpiper Cove
College Station, TX 77845
979-690-7075

PS: I'm attaching the application and study for those who haven't seen it.

From: Robert A. Munger <RAMunger@brazoscountytexas.gov>
To: Marie Wolfe <me_wolfe@yahoo.com>; Steve HW. Aldrich
<SAldrich@brazoscountytexas.gov>; Duane Peters <DPeters@brazoscountytexas.gov>
Cc: Susan Hardin <shardinTX@gmail.com>; Mary Lou Price <mprice212@yahoo.com>;
Karen Weir <Motherweir@hotmail.com>
Sent: Wednesday, September 20, 2017 3:20 PM
Subject: RE: CPA2017-000012 - Realignment of Margrave's Ranch Minor Collector to
Harpers Ferry Road

Marie:

I'm sorry that you weren't at the meeting on Monday when this was discussed at length.

The need to reconstruct Arrington is well-established. Arrington preliminary engineering is the impetus for the realignment. The need for the County to move in a timely manner for ROW acquisition for Arrington improvements requires us to "nail down" how Arrington will operate. Arrington has the similarities to FM 2154 (which you referenced). Offset intersections along Arrington will serve to the detriment of future operations along Arrington.

Offset Intersections along FM 2154 which are currently being realigned (or under consideration) at considerable expense are:

- Greens Prairie Trail (with elimination of Straub Road offset)
- Royder Road to align with Koppe Bridge Road
- Barron Cutoff Road to align with Capstone Road

The City of College Station has many other examples of offset intersections which currently add to congestion on their primary roadways.

The aligned intersection as proposed will allow traffic to "cross Arrington" without traveling "along Arrington". The aligned intersection will provide the ability in the future to "calm" traffic along Arrington with a future 4-way stop whenever Margraves Tract ties in their collector. A stop sign would be difficult (impossible) to ever "warrant" under the existing offset alignment.

Mesa Verde extension is being provided for growth south of Nantucket and to relieve volumes on Arrington so that they may get to the main artery of our local network (SH 6) more easily. Harpers Ferry will benefit from the reduced volumes on Arrington for an undetermined length of time. We do not know at what rate that the reduced traffic volumes will be replaced by additional growth along the Arrington corridor.

The County has a baseline of traffic volume/counts on Nantucket Drive/Harpers Ferry Drive and South Oaks from 2016 and 2017. The County will collect that information after Mesa Verde is opened and we will continue to collect volume/speed data on an ongoing basis. The County will work to mitigate speeds with unidentified calming measures in the future as the data leads us.

The primary transportation system (SH 6 exit ramp locations, SH 40, Fitch to the east, Greens Prairie, Arrington) needs to operate much better so that the secondary system is not so heavily utilized by motorists seeking to avoid areas of congestion.

If you have any further questions, you may call me.

Thanks,

R. Alan Munger, PE
County Engineer

Brazos County Road & Bridge
2617 Highway 21 West
Bryan, TX 77803

Phone: 979-822-2127 x 3026

From: Marie Wolfe [mailto:me_wolfe@yahoo.com]
Sent: Wednesday, September 20, 2017 2:06 PM
To: Robert A. Munger; Steve HW. Aldrich; Duane Peters
Cc: Susan Hardin; Mary Lou Price; Karen Weir
Subject: Fwd: CPA2017-000012 - Realignment of Margrave's Ranch Minor Collector to Harpers Ferry Road

Dear Judge Peters, Commissioner Aldrich & County Engineer Alan Munger,

I'm extremely surprised by the turn of events and the position of the County setting our neighborhood (Nantucket) up for more cut thru traffic by your submission to the City to change the Thoroughfare Plan.

Based on this, I can only assume that you are the people who should be held accountable when something tragic happens because of the additional volume of vehicles traveling on our neighborhood street past our neighborhood park.

You found the cut thru traffic volume from Indian Lakes in Nantucket important enough to warrant extending Mesa Verde to Hwy 6, but now it looks like you want to help Castlegate and Margraves Ranch use parts of Nantucket neighborhood streets as a FM 2154 type road.

Sincerely,
Marie Wolfe

Sent from my iPhone

Begin forwarded message:

From: Jason Schubert <jschubert@cstx.gov>
Date: September 18, 2017 at 6:09:11 PM CDT

To: 'Marie Wolfe' <me_wolfe@yahoo.com>
Cc: Lance Simms <lsimms@cstx.gov>, "Robert A. Munger" <ramunger@brazoscountytexas.gov>, "Steve HW. Aldrich" <saldrich@brazoscountytexas.gov>, Susan Hardin <shardintx@gmail.com>, "Mary Lou Price" <mprice212@yahoo.com>, Karen Weir <motherweir@hotmail.com>, Karen Pitts <kap.texas@gmail.com>, Ward Wells <ward_diane_wells@me.com>, Blanche Brick <bbrick@cstx.gov>, Linda Harvell <lhavell@cstx.gov>, Hunter Goodwin <hunter.goodwin@oldhamgoodwin.com>
Subject: RE: CPA2017-000012 - Realignment of Margrave's Ranch Minor Collector to Harpers Ferry Road

Marie,

As you may have heard, there was discussion of most of these items at a meeting that was held this morning. Many of those copied on the email were in attendance and would have the similar information to share. I've provided responses to your questions in your email below as provided in [red bracketed text].

Regards,
Jason

Jason Schubert, AICP

Transportation Planning Coordinator
Planning & Development Services

Mailing Address: P.O. Box 9960, College Station, Texas 77842

Physical Address: 1101 Texas Avenue

Office 979-764-6221 | **Fax** 979-764-3496



CITY OF COLLEGE STATION
Home of Texas A&M University

From: Marie Wolfe [mailto:me_wolfe@yahoo.com]
Sent: Monday, September 18, 2017 2:46 PM
To: Jason Schubert <jschubert@cstx.gov>
Cc: Lance Simms <lsimms@cstx.gov>; Robert A. Munger <ramunger@brazoscountytexas.gov>; Steve HW. Aldrich <saldrich@brazoscountytexas.gov>; Susan Hardin <shardintx@gmail.com>; Mary Lou Price <mprice212@yahoo.com>; Karen Weir <motherweir@hotmail.com>; Karen Pitts <kap.texas@gmail.com>; Ward Wells <ward_diane_wells@me.com>; Blanche Brick <bbrick@cstx.gov>; Linda Harvell <lhavell@cstx.gov>; Hunter Goodwin <hunter.goodwin@oldhamgoodwin.com>
Subject: CPA2017-000012 - Realignment of Margrave's Ranch Minor Collector to Harpers Ferry Road

***** This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. *****

Dear Jason,

I noticed in this morning's Eagle that this is a Public Notice to amend the Thoroughfare Plan to realign a future Minor Collector roadway planned to intersect Arrington Road from the west between South Oaks Drive and Harpers Ferry Road to align with Harpers Ferry Road.

Need a few questions answered:

1. Who initiated this amendment and what was the reasoning?
City Staff, County, Developer or ?

[Response: The thoroughfare plan amendment application to realign the future minor collector to Harpers Ferry Road was initiated by Brazos County. My understanding is that the need to consider aligning the roadways was identified during the design process for the Arrington Road reconstruction and is anticipated to result in transportation safety and efficiency improvements along the corridor. Several examples of offset intersections around the community were cited during this morning's meeting along with the issues that relate to them.]

2. What process was used to get it to the P&Z? Did it have to through the Transportation & Mobility Committee or any other City committee?

[Response: The process to go to P&Z is the same as other Comprehensive Plan amendment applications submitted by those external to the City. The application is submitted for staff review in preparation for public hearings and consideration by the Planning & Zoning Commission and City Council. Planning efforts and projects initiated by the City that relate to traffic/transportation are taken to the Transportation & Mobility (sub)Committee of the Council on an as needed basis for feedback and direction.]

3. What types of analysis were done to warranty this request? TIA, etc.

[Response: My understanding is that Brazos County contracted with Mitchell & Morgan Engineers to process the request and Kimley-Horn was contracted to perform an analysis of the change using the travel demand model. A copy of Kimley-Horn's study that was submitted with the application was handed out by Mitchell & Morgan at this morning's meeting.]

4. How, when and who in the Nantucket HOA was contacted about this pending realignment?

[Response: As part of the meeting scheduled by Oldham Goodwin Group, representatives of Nantucket HOA were invited to this morning's meeting where the proposed amendment was introduced and discussed. A courtesy letter is being mailed to the HOA and property owners surrounding the realignment area to notify of them of the request and the upcoming public hearings.]

5. Who in the County has approved this change or is required to approve this change?

[Response: I am not aware of the discussion that took place internally at Brazos County to authorize the request so would defer to them. In addition to being signed by Mitchell & Morgan, Brazos County's representative, the application was signed by Alan Munger, County Engineer.]

6. How can the City decide to change this alignment and increase our neighborhood safety issues, when they won't work with our neighborhood on solutions that would lessen our roadway safety issues?

[Response: The request was initiated by Brazos County stemming from their planned roadway improvements for Arrington Road. The question at hand relates to whether the two roadways should align or be offset along Arrington Road. There was a large amount of discussion at the meeting regarding the concerns that you have expressed and a commitment by Brazos County to monitor the roadways as changes to the transportation system occur in the area and respond as appropriate to the circumstances. College Station expressed willingness to provide technical support as needed to Brazos County as needed. The study concludes that aligning the roadways has a minor effect on anticipated traffic volumes on Harpers Ferry Road. The concerns you express likely exist with or without the roadways aligning though aligning the two reduces issues related to the potential offset being created on Arrington Road and assists the County's efforts to reconstruct Arrington Road.]

7. How do I go about getting all the pertinent correspondence, analysis, reports, etc. that are associated with this request?

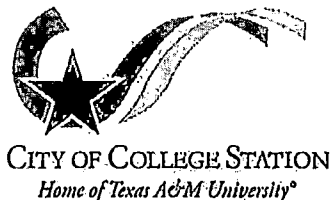
[Response: All information that has been submitted is available through the City via an open records request. Copies of the application and related study were handed out by the applicant at today's meeting so should also be available from others that attended as well.]

Thanks for your cooperation in responding quickly since the goes before the P&Z on October 5th.

Cheers,
Marie Wolfe
4576 Sandpiper Cove
College Station, TX 77845
979-690-7075
City of College Station
Home of Texas A&M University ®

Attachments

- image001.jpg (3.10KB)
- Harpers Ferry Comprehensive Plan Amendment Application.pdf (1.11MB)
- Harpers Ferry TDM.pdf (1.54MB)



FOR OFFICE USE ONLY	
CASE NO.:	_____
DATE SUBMITTED:	_____
TIME:	_____
STAFF:	_____

COMPREHENSIVE PLAN AMENDMENT APPLICATION

(Check all applicable)

☐ Related to Community Character ☒ Related to Transportation ☐ Related to Other _____

MINIMUM SUBMITTAL REQUIREMENTS:

- ☒ ~~N/A~~ \$1,240 Comprehensive Plan Amendment Application Fee.
- ☒ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☒ Fully dimensioned map on 24" X 36" paper showing (if applicable):
- a. Land affected;
 - b. Present zoning of property and zoning classification of all abutting property;
 - c. Current Concept Map and Future Land Use and Character Map classifications and proposed classifications;
 - d. Current Concept Map and Future Land Use and Character Map classifications of all abutting property;
 - e. Current and proposed thoroughfare alignments;
 - f. Currently planned utility infrastructure and proposed utility infrastructure;
 - g. General location and address of property; and
 - h. Total acres of property.

Date of Optional Preapplication Conference Not Applicable.

NAME OF PROJECT Arrington Road & Harpers Ferry Alignment

ADDRESS Arrington Road at Harpers Ferry

LEGAL DESCRIPTION (Lot, Block, Subdivision) A010101, William Clark, Tract 1, 368.57 Acres, & A007601 A Babilie

GENERAL LOCATION OF PROPERTY, IF NOT PLATTED:

Generally the Intersection of Arrington Road and Harpers Ferry

TOTAL ACREAGE N/A

APPLICANT / PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Mitchell & Morgan, LLP C/O Veronica Morgan, PE E-mail v@mitchellandmorgan.com

Street Address 3204 Earl Rudder Freeway South

City College Station State Texas Zip Code 77845

Phone Number 979-260-6963 Fax Number 979-260-3564

**** See additional page for second applicant.**

PROPERTY OWNER'S INFORMATION:

Name OGC CNO JV, LLC E-mail hunter.goodwin@oldhamgoodwin.com

Street Address 2800 S. Texas Avenue, Suite 401

City Bryan State Texas Zip Code 77801

Phone Number 979-268-2000

Fax Number 979-846-7020

ANSWER ALL OF THE FOLLOWING:

1. What specific element of the Comprehensive Plan (for example, Land Use and Character designation, Thoroughfare Plan Context Class, or thoroughfare alignment) and at what specific location (if applicable) is requested to be amended?

Thoroughfare alignment of the proposed 2-lane minor collector that is currently shown to connect the future extension of Castlegate Drive to Arrington Road between South Oaks Drive and Harpers Ferry Drive.

2. What is the amendment request?

The Amendment Request is to realign future 2-lane minor collector so that it aligns with existing Harpers Ferry. This will create a future 4-way intersection.

3. Explain the reason for this amendment.

Current Thoroughfare Plan creates multiple 3-way intersections along Arrington Road. It is difficult to warrant for stop control or signalized intersections at a 3-way intersection. The existing plan's multiple 3-way intersections create a multiple number of conflict points on Arrington Road and multiple compound merging and diverging maneuvers along Arrington Road. An amendment to the thoroughfare plan would provide a proposed 4-way intersection aligned with Harpers Ferry creating a single conflict point. A proposed 4-way intersection aligned with Harpers Ferry is predicted to warrant a 4 way stop which will serve to calm traffic and reduce speeds along Arrington Road for the existing Nantucket residents with Arrington Road frontage.

4. Identify the conditions that have changed to warrant this change to the existing Comprehensive Plan.

Increasing number of developments within City of College Station needing to take access from Arrington Road along with deteriorating pavement conditions to the existing pavement of Arrington Road is driving the need for Brazos County to rehabilitate and reconstruct Arrington Road. Amending the Thoroughfare Plan as proposed will allow Brazos County to move forward with ROW acquisition process of properties within the City of CS which is required prior to final design and construction of roadway improvements.

5. Explain why the existing element of the Comprehensive Plan in question is no longer appropriate.

In 2015, Brazos County and City of College Station collaborated with TxDOT on the FM 2154 corridor to eliminate multiple 3-way intersections and create a single 4 way intersection. The feedback from CSISD and roadway users has been supportive of the safety improvements which have been newly provided with the creation of the 4 way intersection. At least 3 other projects along the FM 2154 corridor are being planned to eliminate multiple 3 way intersections and realize the operational improvements of creating a 4 way intersection which in turn improves safety of the traveling public.

6. How does the requested amendment further the goals and objectives of the Comprehensive Plan?

The stated goal within the Transportation element of the Comprehensive Plan is: "Improved mobility through a safe, efficient and well-connected multi-modal transportation system designed to be sensitive to surrounding land uses". Further quoting from (Report 0-4365-P2 Vol. 1; Fitzpatrick, Wooldridge, Blaschke): "The main objectives of intersection design are to facilitate the safe and efficient movements of motor vehicles, buses, trucks, bicycles, and pedestrians. Intersection design should be fitted closely to the operating characteristics of its users." The goals and objectives of the Comprehensive Plan are being furthered by eliminating multiple offset 3 way intersections and creating a single 4 way intersection.

7. What other information are you providing to support the proposed amendment (for example, transportation impact study)?

A TIA letter is attached.

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true, correct, and complete. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement from the owner. If there is more than one owner, all owners must sign the application or the power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

Signature and title

Date

ADDITIONAL APPLICANT INFORMATION:

Name: Brazos County C/O Alan Munger, PE
Email: ramunger@brazoscountytexas.gov
Street Address: 2617 State Highway 21 West
City: Bryan
State: Texas
Zip Code: 77803
Phone Number: 979-822-2127
Fax Number: 979-775-0453

7. What other information are you providing to support the proposed amendment (for example, transportation impact study)?

A TIA letter is attached.

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true, correct, and complete. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement from the owner. If there is more than one owner, all owners must sign the application or the power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.


R. Allen Meyer, PE
Signature and title

COUNTY ENGINEER

9-11-2017
Date

ADDITIONAL APPLICANT INFORMATION:

Name: Brazos County C/O Alan Munger, PE
Email: ramunger@brazoscountytexas.gov
Street Address: 2617 State Highway 21 West
City: Bryan
State: Texas
Zip Code: 77803
Phone Number: 979-822-2127
Fax Number: 979-775-0453

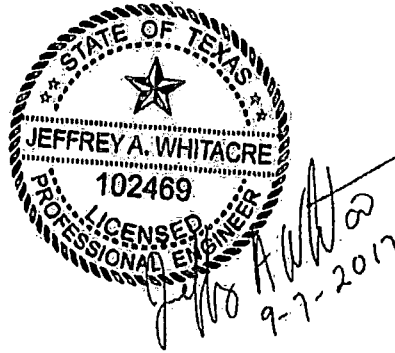

Signature

9-11-2017
Date

September 7, 2017

To: Veronica Morgan, PE
Mitchell and Morgan

From: Jeff Whitacre, P.E., AICP, PTP
Jonelle Hanson, AICP



RE: *Future minor collector realignment to Harpers Ferry Road*

Overview

The purpose of this study is to evaluate the realignment of a future minor collector and the impacts the realignment will have on the planned College Station Thoroughfare Plan. The minor collector under evaluation is currently planned to intersect Arrington Road approximately 1,500 feet north of Harpers Ferry Road but is under consideration to be realigned to intersect directly with Harpers Ferry Road. This study looks at the impacts of this realignment on the planned thoroughfare network in the area bounded by the following: Arrington Road, Greens Prairie Road, Nantucket Drive, Harpers Ferry Road, and South Oaks.

Study Approach

This study utilizes a travel demand model (TDM) to estimate traffic projections within the study area limits. A travel demand is a tool that cities use to develop municipal transportation plans. The model utilizes demographic data to generate forecasted trip volumes. These trip volumes are distributed among the roadway network via a gravity-model based on desirable origins and destinations.

This TDM study is independent of the April 2017 Traffic Impact Analysis (TIA) that was prepared for the Margraves tract. A TIA evaluates traffic impacts and mitigation strategies for a development or project. A TIA is a micro-analysis focused on identify improvements while a TDM is a tool utilized to understand how thoroughfare changes impact the overall network.

Volume projections may vary from various methodologies and TDM runs, however the findings are anticipated to remain consistent.

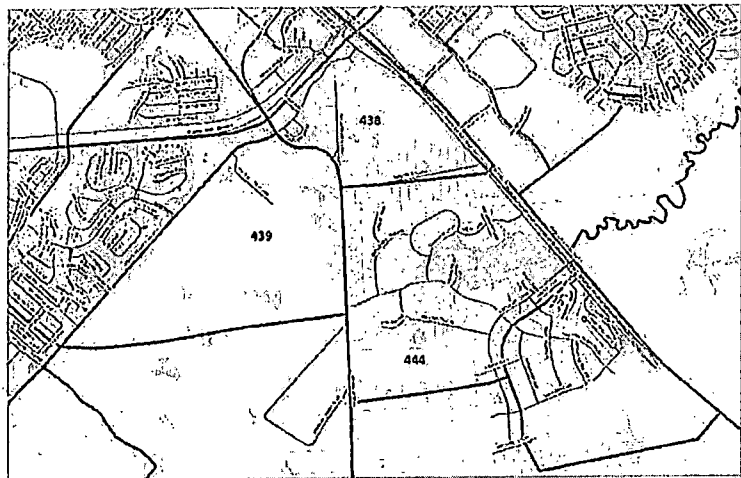
Traffic projections were developed for the study area with the following two (2) options:

- **Existing TDP Model:** Future minor collector connecting to Arrington Road, approximately 1,500 feet north of Harpers Ferry Road
- **Realignment Road Scenario:** Future minor collector aligned to Harpers Ferry Road

Modeling Methodology – Roadway Network and Demographic Adjustments

As part of the 2015 College Station Thoroughfare Development Plan, Kimley-Horn developed a Travel Demand Model (TDM) for College Station. Using this TDM, the roadway network and demographics can be adjusted within the planned development Study Area. For this study, adjustments to the model only occurred within the study area. The roadway network was modified, removing facilities that are not anticipated to be built in a foreseeable future. This included the removal of two collectors connecting to Arrington and the extension of WS Phillips Parkway connecting to Mesa Verde. The roadway facilities were removed from the travel demand model for the purposes of analysis only. With these removals, the traffic volumes were insulated to the future minor collector that was being evaluated. These additional roadways will further redistribute traffic in the future and are not being recommended to be removed from the Thoroughfare Plan.

One of the primary inputs into the TDM is demographics, which includes households and employment data. In the TDM, each Traffic Analysis Zone (TAZ) has the demographics needed to determine how many trips are generated and where the trips are going. As part of the previous Thoroughfare Plan the TAZs in this area were developed with projected households and employment using the Future Land Use Plan. However, for this study recently approved zoning



case information gathered from various Traffic Impact Analysis were utilized to refine the TAZ containing the Margraves tract, two apartment complexes and recent commercial development. See Exhibit 1 for TAZ boundaries.

Exhibit 1 – TAZ boundaries

Once the appropriate adjustments are completed, the Four-Step Modeling Process (trip generation, trip distribution, modal split, and trip assignment) can be completed in TransCAD. This macro model is an excellent tool to compare existing and future traffic volumes on roadways at a regional or sub-regional level.

Model Results

Travel demand model results are commonly presented in volume ranges that correspond closely to the function classification (i.e. collector or arterial) and the anticipated number of travel lanes. The model results between two scenarios are compared to determine if the proposed modification has impacted the Thoroughfare Plan. Below are the volume ranges being utilized for comparison in this study:

- | | |
|-------------------------------------|--|
| • 0-1000 vehicles per day: | Local Street |
| • 0-5,000 vehicles per day: | Minor Collector with two lanes |
| • 5,000 – 10,000 vehicles per day: | Minor Collector with turn lanes or Major Collector |
| • 10,000 – 15,000 vehicles per day: | Major Collector |
| • 15,000 – 25,000 vehicles per day: | Minor Arterial |

The travel demand model run results are provided in the attached **Exhibits 3 and 4**. **Table 1** summarizes the traffic projections for each corridor of interest for the realignment scenario and Thoroughfare Plan network.

Existing TDP Scenario Findings:

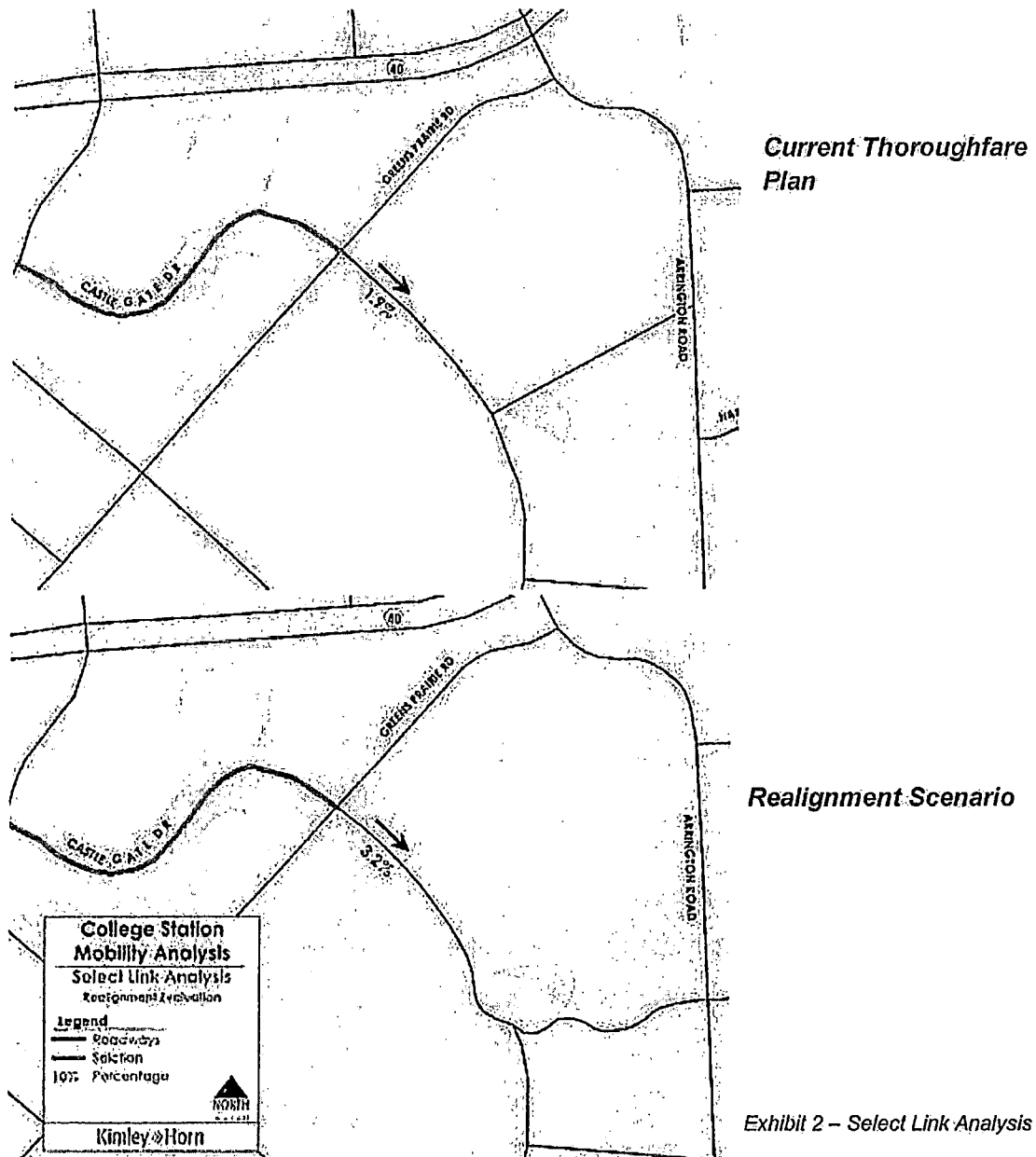
- Projected volumes on the future minor collector between Greens Prairie Road and Arrington Road are appropriate for a minor collector (2,300-7,000 vehicles per day) with intersection improvements at Greens Prairie Road.
- Projected Volumes on Harpers Ferry Road are forecasted to 1,900 vehicles per day

Realignment Scenario Findings:

- Projected volumes on the future minor collector are slightly lower on the segment near Greens Prairie and slightly higher on the segment near Arrington Road. The realignment provides a increased dispersion of traffic between Greens Prairie Road and Arrington Road.
- Trips are sufficiently distributed onto area collectors/arterials with a minor increase in projected volume on Harpers Ferry Road and Arrington Road.
- The realignment of the future minor collector to Harpers Ferry Road is not anticipated impact the Level of Service.
- A realignment of the future minor collector to Harpers Ferry Road is not anticipated to have significant impact to the projected volumes along the thoroughfares in the study area.

Select Link Analysis

A select link analysis was run on Castlegate Drive to understand the trip patterns of users on the selected roadway link with the primary purpose to understand the amount of traffic that will travel from Castlegate Drive to Harpers Ferry Road. **Exhibit 2** shows this to be 1.9% (100 vehicles per day) under the current Thoroughfare Plan and 3.2% (170 vehicles per day) with the realignment.



Preliminary Recommendation**Realignment Scenario Evaluation**

The results of the travel demand model analysis demonstrate that there is little or no impact to surrounding thoroughfares if the future minor collector is realigned to Harpers Ferry Road. The future minor collector serves primarily as a collector for the residential neighborhood, and access is provided by Greens Prairie Road and Arrington Road. An alignment of the future minor collector to Harpers Ferry Road improves overall intersection safety by not allowing overlapping left turns. In addition, aligning the future minor collector will prevent future difficulties the offset intersections can create and also allows for the potential that the intersection of Arrington Road and Harper Ferry could be stopped controlled, if warranted. Therefore, it is recommended that this section could be realigned in the thoroughfare plan.

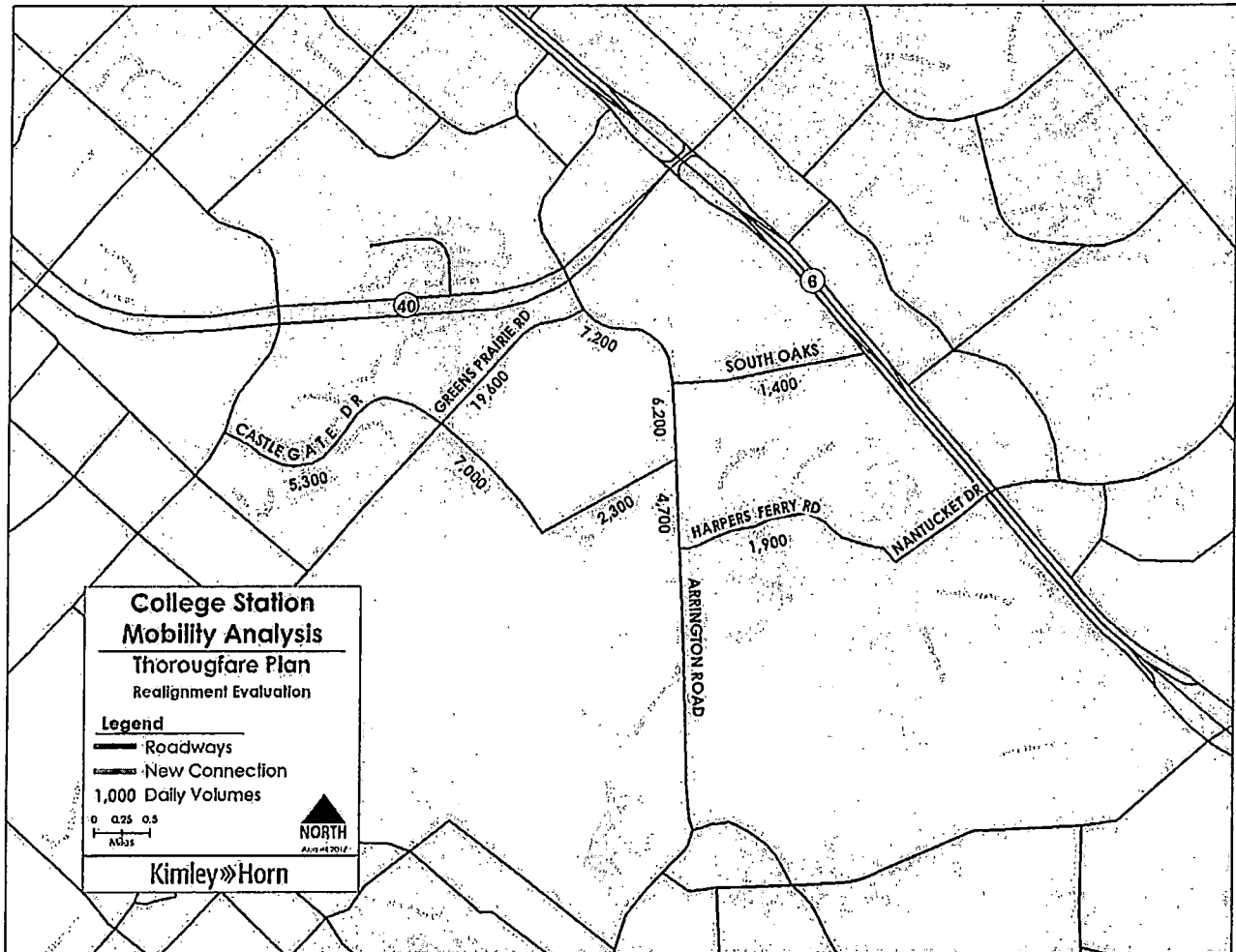


Exhibit 3 – Current Thoroughfare Plan

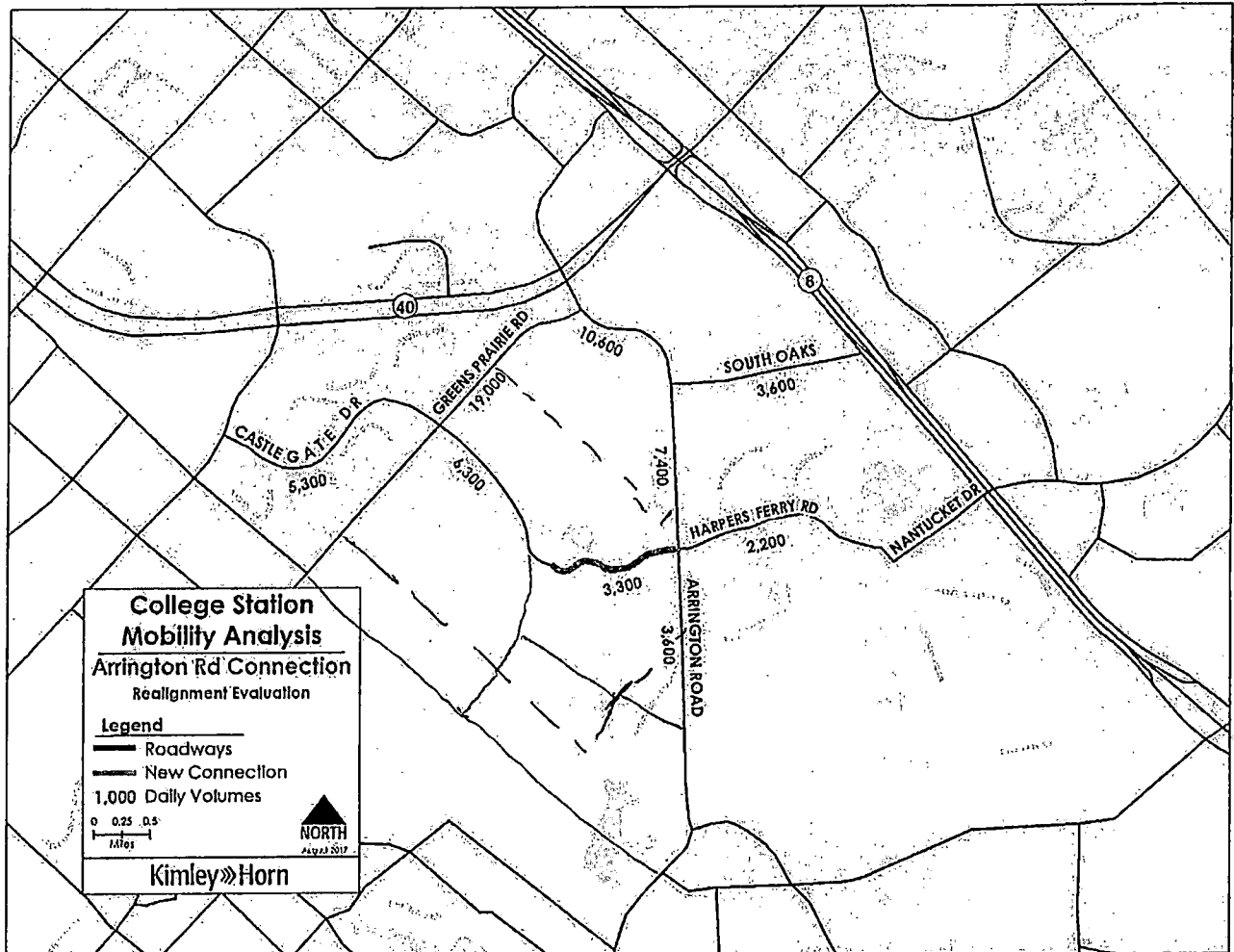


Exhibit 4- Proposed Realignment

Table 1. Study Area Daily Volume Summary				
STREET	Limits		Current Thoroughfare Plan	Realignment Scenario
Greens Prairie Road	Arrington Road	Castlegate Drive	19,600	19,000
Arrington Road	Greens Prairie Road	South Oaks	7,200	10,600
Arrington Road	South Oaks	Future Minor Collector	6,200	NA
Arrington Road	Future Minor Collector	Harpers Ferry Road	4,700	NA
Arrington Road	South Oaks	Harpers Ferry Road	NA	7,400
Harpers Ferry Road	Arrington Road	Nantucket Drive	1,900	2,200
Castlegate Drive	Victoria Ave	Greens Prairie Road	5,300	5,300
Future Minor Collector	Greens Prairie Road	East Segment	7,000	6,300
Future Minor Collector	West Segment	Arrington Road	2,300	3,300
South Oaks	Arrington Road	SH 6	1,400	3,600

Numbers from the Report done by Kimley Horn (Jeff Whitacre) dated 9/7/2017

offset	aligned	difference
7200	10600	3400
19600	19000	-600
5300	5300	0
7000	6300	-700
2300	3300	1000
6200	7400	1200
1400	3600	2200
4700	3600	-1100
1900	2200	300
55600	61300	5700
		5700

Subject: Realignment of Harper's Ferry

From: Mary Lou Price (mprice212@yahoo.com)

To: mprice212@yahoo.com;

Date: Tuesday, September 26, 2017 3:33 AM

Mary Lou Price
4587 Cricket Pass
College Station, Texas 77845

I am here today to also request the County withdraw its application to the City of College Station to realign Margraves Ranch Minor Collector on Arrington Road to Harper's Ferry Road.

In addition to the comments made by Mrs. Wolfe, I would like to point to some other information we have gathered since finding out a week ago about this realignment. On September 18, Mrs. Wolfe emailed Mr. Jason Shubert with the City of College Station with questions regarding the public notice she read in the Eagle about the realignment. Two of the people she copied in the email were Mr. Aldrich and Mr. Munger. It is my understanding they were at the meeting that morning with our HOA president, Mr. Ward Wells, and Mrs. Karen Pitts, also from our neighborhood. Mr. Shubert replied to Mrs. Wolfe that evening, and everyone who was copied in the original email was copied in his reply. Multiple times he stated this request was initiated by Brazos County. He also stated it was his understanding that Brazos County contracted with Mitchell & Morgan to process the request, and with Kimley-Horn to perform an analysis of the change using the travel demand model. I have searched through the minutes of your Commissioners Court meetings since the Margraves Development project was approved in late May by the City of College Station. I have been unable to locate any approval of contracts for this project with either Mitchell & Morgan or Kimley-Horn. I even searched the two months prior to the approval. I did find one contract with Mitchell & Morgan that was approved during the June 27 meeting, but that was for engineering and surveying services for the Brazos County Records Storage Facility Project.

I'm baffled as to why these contracts wouldn't have been approved through the normal agenda process. In reading the minutes, it seems that all manners of contracts are voted on, regardless of dollar amount. Since neither Mr. Aldrich nor Mr. Munger replied to Mr. Shubert's email disagreeing with his responses, I assume the County did initiate the request. If so, where are the contracts with Mitchell & Morgan, and with Kimley-Horn? Why did Veronica Morgan with Mitchell & Morgan complete and sign the Comprehensive Plan Amendment Application for the City of College Station on August 17, 2017, but the analysis of the proposed change from Kimley-Horn wasn't completed until September 7,

2017? Mr. Munger didn't sign the application until September 11, 2017. I also see nothing in the minutes that discussed submitting the application to the City of College Station to request the change to their Comprehensive Plan. Something just doesn't add up.

Our group of concerned Nantucket residents has been diligently working through the appropriate local government processes for almost 2 years to voice our complaints about how the future developments will negatively affect the safety of the residents of our neighborhood. We have pleaded with both elected officials and staffs of the county and the city to let us have a voice in the discussions. Instead, no one will even give us the courtesy of acknowledging we **will** be negatively impacted, and we certainly haven't been given a voice at the table . . . merely a meeting to tell us what everyone else decided and what has already been acted upon.

At one of the meetings I attended, I asked one of the City engineers what the City would do to help mitigate the negative impact on our neighborhood from all the traffic generated by the developments and apartments **they** were approving. He looked at me, with a smile, and told me that wasn't their problem. Is the County going to budget more money for road repairs, because as often as you're having to spend money on repairs to our roads now, that won't be anything compared to what it will be once all the additional traffic is added. Also, who's problem will it be when a pedestrian or a cyclist gets seriously injured or killed on our narrow rural neighborhood roads? You know as well as I do that our roads were never intended to be collectors. Regardless of how the city identified them on their thoroughfare plan, they are in no way comparable to minor collectors in the surrounding subdivisions. Unlike Castlegate, Pebble Creek or the new developments planned for Margraves and Southern Point, we don't have wide collector streets with curbs and gutters, sidewalks and street lights. They also have driveways on interior streets. Instead, we have many driveways on all of these very narrow streets, and we have ditches, no sidewalks and no street lights.

Nantucket Dr. and Harper's Ferry will also not be the only streets that will see additional traffic. Misty Lane, Sandpiper and Barnstable Harbor will be the shortcut through our neighborhood to get to Harper's Ferry and then Arrington for many people coming from Highway 6 in College Station to the Margraves Development. Taking the Nantucket Dr. exit will allow them to bypass all the traffic at the W. D. Fitch exit and at Arrington intersections at both Fitch and Greens Prairie. No one at the City or County will address this, either. Those roads are used heavily by walkers in our neighborhood. They are worse than Harper's Ferry and Nantucket because there are deep ditches in some places and there are multiple curves in the road.

Nantucket was designed to be a rural neighborhood. I totally understand the need for growth and development, but it needs to be planned in harmony with

existing neighborhoods. Just because it looks pretty, and cheap and logical on a map to route future traffic through our neighborhood, doesn't mean it's the only option. To my knowledge, no one will even look at other options. Our residents purchased homes in Nantucket for a certain lifestyle. We like the quiet rural setting that doesn't have many bells and whistles. Other people buy in subdivisions that offer community pools, playgrounds, tennis courts, walking paths, etc. because that appeals to their lifestyles. I think it's great that newer developments offer so much, but why do all the power players in this deal think we should just give up our lifestyle, our neighborhood integrity and, most of all, our safety just because no one is willing to compromise on traffic flow.

Saying you'll continue to monitor the conditions and respond as appropriate does not give me comfort. Sadly, I've just been left with a lack of trust and a whole lot of disgust in a lot of elected officials and staff.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 9/26/2017
ITEM: Resolution 17-021 naming the Brazos County building at 300 E. William Joel Bryan Parkway the Ruth McLeod Building.
TO: Commissioners Court
DATE: 09/21/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

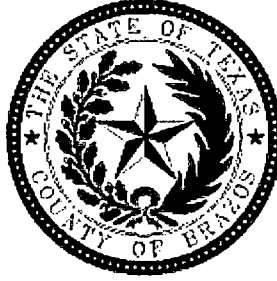
[resolution-Ruth_McLeod.pdf](#)

Description

Resolution

Type

Cover Memo



Resolution
naming
THE BRAZOS COUNTY BUILDING
at
300 E. WILLIAM JOEL BRYAN PARKWAY
in honor of
RUTH MCLOED

WHEREAS, Ruth McLeod has worked for Brazos County since June 1966; and

WHEREAS, To date, Ruth McLeod has worked in numerous offices in many different capacities; and

WHEREAS, Ruth McLeod has proven to be a dedicated and integral employee always performing the highest caliber of work; and

WHEREAS, Brazos County recognizes and thanks Ruth McLeod for over 50 years of service to Brazos County; and

NOW THEREFORE, BE IT RESOVED that the Commissioner's Court of Brazos County hereby designates the Brazos County building at 300 E. William Joel Bryan Parkway to be known now and hereafter as the Ruth McLeod Building.

DULY adopted by vote of the Commissioners Court of Brazos County, Texas on the
26th day of September, 2017.

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

Duane Peters
County Judge

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

Commissioner Steve Aldrich
Precinct 1

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

Commissioner Sammy Catalena
Precinct 2

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

Commissioner Nancy Berry
Precinct 3

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

Commissioner Irma Cauley
Precinct 4



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 9/26/2017
ITEM: Proclamation 17-026 declaring Tuesday, October 3, 2017 as "National Night Out".
TO: Commissioners Court
DATE: 09/15/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Scanned from a Xerox multifunction device.pdf	Proclamation	Cover Memo

Proclamation


- Whereas:** the National Association of Town Watch is sponsoring a unique, nationwide crime, drug, and violence prevention program on Tuesday, October 3, 2017, entitled "**National Night Out**"; and
- Whereas:** the "**34th annual National Night Out**" provides a unique opportunity for Brazos County, the cities of Bryan, College Station, Texas A&M University, Wixon Valley, and Kurten to join forces with thousands of other communities across the country in promoting cooperative police community crime prevention efforts; and
- Whereas:** the law enforcement agencies of Brazos County, the cities of Bryan, College Station, Texas A&M University, Wixon Valley and Kurten have joined together in the crime prevention efforts and are supporting "**National Night Out 2017**" locally; and
- Whereas:** it is essential that all citizens of Brazos County, the cities of Bryan, College Station, Texas A&M University, Wixon Valley and Kurten be aware of the importance of crime prevention programs and the impact their participation can have on reducing crime, drugs, and violence in Brazos County; and
- Whereas:** police-community partnerships and neighborhood safety and awareness and cooperation are important themes of the "**National Night Out**" program.

Now, therefore: I, **Duane Peters**, County Judge of Brazos County, **Andrew Nelson** as Mayor of Bryan, **Karl Mooney** as Mayor of College Station, and **Michael K. Young** as President of Texas A&M University, and **James Soeffe** as Mayor of Wixon Valley, and **Ronnie Vitulli** as Mayor of Kurten, do hereby call upon all citizens of Brazos County, the cities of Bryan, College Station, Texas A&M University, Wixon Valley and Kurten to join their law enforcement officers and the National Association of Town Watch in supporting the "**34th annual National Night Out**" on Tuesday, October 3, 2017.

Further, let it be resolved that I, **Duane Peters**, County Judge of Brazos County, **Andrew Nelson** as Mayor of Bryan, **Karl Mooney** as Mayor of College Station, **Michael K. Young** as President of Texas A&M University, **James Soeffe** as Mayor of Wixon Valley, and **Ronnie Vitulli** as Mayor of Kurten do hereby proclaim Tuesday, October 3, 2017 as:

"National Night Out"

COUNTY OF BRAZOS


Duane Peters, County Judge

CITY OF BRYAN


Andrew Nelson, Mayor

CITY OF COLLEGE STATION


Karl Mooney, Mayor

TEXAS A&M UNIVERSITY


Michael K. Young, President

CITY OF WIXON VALLEY


James Soeffe, Mayor

CITY OF KURTEN


Ronnie Vitulli, President



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 9/26/2017
ITEM: Re-appointment of Lloyd Wassermann and Sammy Catalena to the Brazos County
Emergency District (9-1-1) Board; term of appointment is 01/01/2018 through 12/31/2019.
TO: Commissioners Court
DATE: 09/15/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available



BRAZOS COUNTY
BRYAN, TEXAS

COMMITTEE/BOARD REAPPOINTMENT

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

Lloyd Wassermann


as a

Board Member

to the

Brazos County Emergency District (9-1-1) Board

**Term of appointment is 1/1/18 – 12/31/19.



Duane Peters Date
County Judge



BRAZOS COUNTY
BRYAN, TEXAS

COMMITTEE/BOARD REAPPOINTMENT

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

Sammy Catalena

as a

Board Member

to the

Brazos County Emergency District (9-1-1) Board

**Term of appointment is 1/1/18 – 12/31/19.

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

Duane Peters
County Judge

Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 9/26/2017
ITEM: Request the Court's approval for an Inmate Work Crew to be detailed to assist the City of Wixon Valley with preparations for National Night Out
TO: Commissioners Court
DATE: 09/21/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Ltr from Wixon Valley for Inmate Labor (NNO 2017).docx	Letter from Mayor of Wixon Valley	Cover Memo

August 15, 2017

Christopher Kirk
Sherriff, Brazos County
1700 West State Highway 21
Bryan TX 77803

Dear Sheriff Kirk:

The City of Wixon Valley will again be hosting the National Night Out gathering for the eastern half of Brazos County on October 3, 2017, from 6:00pm till 8:30pm. As you are aware, this will be the third time the City has hosted this event. We were extremely pleased with last year's turn out from participants to attendees, making our event for that evening the largest held within Brazos County.

As you know a ton of work goes into setting up and hosting an event such as this and with our community being the size that it is, man power is quite limited. Our request from your office is to obtain an inmate work detail for set up of tables, chairs, and a couple canopies the afternoon before on October 2, 2017, and the tear down and cleanup of the area the morning after on October 4, 2017.

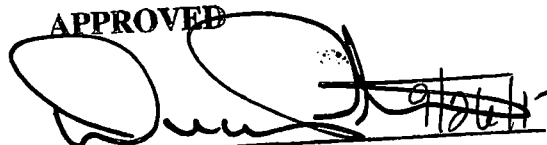
We are honored to be able to put on such an event that reaches so many of our county's rural citizens, and any help that can be provided to ensure a successful event is greatly appreciated!

If you have any questions please feel free to call me at the office (979-589-1688) or on my mobile (713-202-8028) directly.

Thank you again for your time and consideration.

Sincerely,

Mayor, Jim Soefje
City of Wixon Valley TX

APPROVED

Duane Peters
County Judge
Date 9/12/17



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Risk Management NUMBER:
DATE OF COURT MEETING: 9/26/2017
ITEM: Workers Compensation Renewal with TAC Risk Management Pool's Workers' Compensation Program effective January 1, 2018.
TO: Commissioners Court
FROM: Melissa Perez
DATE: 09/20/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
cojudmxm363n@co.brazos.tx.us 20170921 100632.pdf	backup	Cover Memo



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:	Road and Bridge	NUMBER:	CC2017-Payment Authorization-STL & Associates-Appraisals
DATE OF COURT MEETING:	9/26/2017		
ITEM:	Payment Authorization to STL & Associates in the amount of \$13,500.00 for appraisals for Forsthoft Road widening project; a purchase order was obtained in advance but was closed prematurely.		
TO:	Commissioners Court		
FROM:	Karen Tyler		
DATE:	09/21/2017		
FISCAL IMPACT:	False		
BUDGETED:	False		
DOLLAR AMOUNT:	\$0.00		

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Payment Authorization-STL Associates.pdf	Payment Authorization	Backup Material
STL Associates Invoice.pdf	Invoice	Backup Material
STL Associates Submittal Letter.pdf	Letter of submittal	Backup Material
Agreement Between County and Appraiser.pdf	Agreement	Backup Material

BRAZOS COUNTY
COMMISSIONERS' COURT ACTION FORM

DEPARTMENT Road and Bridge

DEPT. NUMBER 56001000

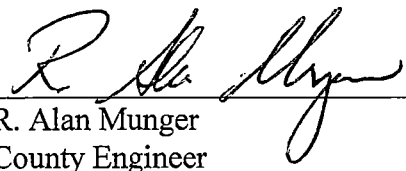
DATE OF COURT MEETING: September 26, 2017

ITEM: Consider and take action on approval of Payment Authorization to STL & Associates in the amount of \$13,500.00 for appraisals (6 parcels) for Forsthoff Road widening project. A purchase order was obtained in advance, however, was closed prematurely preparing for fiscal year end.


SOURCE OF FUNDS: N/A

NOTES/EXCEPTIONS:

SUBMITTED BY:


R. Alan Munger
County Engineer
CC-2017

ACKNOWLEDGED BY:


Commissioner Sammy Catalena, Pct. 2
Road & Bridge Liaison

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

Date: 
E. Duane Peters, County Judge



BRAZOS COUNTY
Payment Authorization

Vendor #: 11622 **Division:** 56001000
Pay to: STL & ASSOCIATES **Today's Date:** 9/20/17
Address: 3600 LOVETT LANE
COLLEGE STATION, TX 77845

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

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
9/20/17	33465-17	APPRAISALS FOR SIX (6) PARCELS FORSTHOFF RD #R2-152 WO#33465 CAPITAL WIDENING PROJECT PO#17003869 was obtained in advance; however was closed prematurely preparing for fiscal year end.	1		13,500.00
		*supporting documents attached			

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

FREIGHT
TOTAL \$ **13,500.00**

FUND	DIVISION	ACCOUNT	PROJECT#	AMOUNT
	56001000	80715000		\$ 13,500.00

Requisitioned By

Approved/County Judge

Approved/County Auditor

TOTAL \$ 13,500.00



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Fleet Services - Heavy Shop NUMBER: CC2017- Payment Authorization
Aramark

DATE OF COURT MEETING: 9/26/2017

ITEM: Payment authorization to Aramark Uniform Services, Inc. in the amount of \$122.70 for rental uniform expenses for Fleet Services; a purchase order was obtained in advance but did not have enough funds on it to cover the expenses.

TO: Commissioners Court

FROM: Amber Arredondo

DATE: 09/20/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

SOURCE OF FUNDS: Use account 56002000-7512000

ACTION REQUESTED OR ALTERNATIVES: Requesting approval of payment authorization to Aramark Uniform Services, Inc. in the amount of \$122.70 for rental uniform expenses.

ATTACHMENTS:

File Name

Description

Type



BRAZOS COUNTY
Payment Authorization

Vendor #: 93352
Pay to: Aramark Uniform Services INC
Address: 10110 Cash Rd
Stafford, TX. 77477

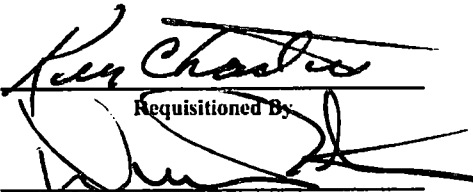

Division: 56002000
Today's Date: 09/20/2017

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

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
8/24/2017	1266949728	Uniform rental expenses	1	40.90	40.90
9/7/2017	1266957571	Uniform rental expenses	1	40.90	40.90
9/14/2017	1266961508	Uniform rental expenses	1	40.90	40.90
		*Invoices attached			

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

FREIGHT
TOTAL \$ **122.70**


Requisitioned By

Approved/County Judge

FUND	DIVISION	ACCOUNT	PROJECT#	AMOUNT
	56002000	71512000		\$ 122.70

Approved/County Auditor

TOTAL \$ 122.70



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 9/26/2017

ITEM: Payment authorization to RV Tires LLC in the amount of \$1,632.12 for repair work to be done on shower trailers for Emergency Management; a purchase order was obtained in advance but did not have enough funds on it to cover the expenses.

TO: Commissioners Court

DATE: 09/21/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available



BRAZOS COUNTY
Payment Authorization

Vendor #: 96965 Division: 35500100
Pay to: RV TRES LLC Today's Date: 09/21/2017
Address: 10212 S State Hwy 6
Bryan, TX 77807

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

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
09/20/2017	20218	Repair work to be done on shower trailers			1,632.12
		x 4 to get into service			
		Invoice exceeds PO amount by more than			
		10% (the amount allowed).			
		\$5513.00 has already been paid towards			
		the invoice total (PO # 17001640).			

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

FREIGHT
TOTAL \$ **1,632.12**

FUND	DIVISION	ACCOUNT	PROJECT#	AMOUNT
	35500100	65320000		\$ 1,632.12

Michele Meade
Requisitioned By
[Signature]
Approved/County Judge

Approved/County Auditor

TOTAL \$ 1,632.12



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources

NUMBER:

DATE OF COURT MEETING: 9/26/2017

ITEM: Approval of the following job descriptions:

- a. Class Code 2355 - Clerk, Temporary for the Tax Office
- b. Class Code 2668 - Tech. Temporary for Road & Bridge

TO: Commissioners Court

DATE: 09/21/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Class Code 2355.pdf](#)

[Class Code 2668.pdf](#)

Description

Class Code 2355

Class Code 2668

Type

Backup Material

Backup Material

3668

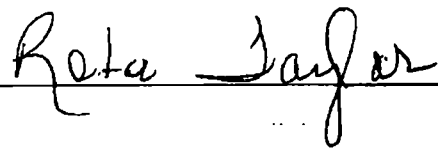


Brazos County Job Description

Last Updated:

Template Revision 1.2 08/15/2012

11

Class Number:	2355	Title:	Clerk, Temp-Tax Office
Pay Group:	06	Department:	Tax Assessor/ Collector
FLSA Status:	Non Exempt	Reports To:	Tax Assessor/ Collector
Approved Date:	10/01/2017	EEOC Category:	Office and Clerical
Position End Date:	09/30/2018	Temporary Employee Signature:	

General Summary:

Performs a variety of clerical and cashier duties for the Tax/Assessor Collector's Office.

Essential Duties:

Other duties may be assigned. NOTE: All Tax Office Employees report to the Tax Assessor/Collector through the Chief Deputy. Please refer to Tax Office Organizational Chart. Assists the public in person, by telephone, and by mail concerning department information, researching records, filling out forms, and resolving relevant problems; Performs general clerical duties as required, including filing, scanning, indexing, recording information, and making copies.

Property Tax Clerk

Receives and processes property tax payments in person, and through mail. Assists taxpayers with questions and general information on payment of taxes, homestead eligibility, trust/payment agreements and processes requests for tax certificates. Must assist with refund/overpayment documentation. Assists with beer and liquor license renewals by verifying tax information. Assists bookkeeping department with cash balancing duties. Balances cash drawer with work on a daily basis. Assists Supervisors with balancing and reporting duties for various taxing jurisdictions. Must maintain a current knowledge of Texas Property Tax Code.

Motor Vehicle Clerk

Processes vehicle registration applications, including receiving payments and issuing sticker/receipts. Processes vehicle title transfers, including assisting customers with required documentation and examination of title paperwork for accuracy and completion. Processes various permit applications. Assists with processing beer and liquor license renewals, including receiving payments and issuing receipts. Assists bookkeeping department with cash balancing duties. Must maintain current knowledge of Texas Transportation Code as it affects registration and title processes.

Other Duties as assigned. (1%)

Supervision

Received:

Given: This is a non-supervisory position.

Education

Required: High school graduation or its equivalent, plus at least six months of office experience, or any equivalent combination of education and experience which provides the required knowledge, skills, and abilities.

Preferred:

Experience

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

Preferred:

**Certificates, Licenses,
Registrations**

Required: None

Preferred:

Physical Demands

Typical: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; reach with hands and arms; bend and kneel; and talk and hear. The employee frequently is required to stand and walk. The employee must frequently lift and/or move objects weighing up to 20 pounds, such as books and stacks of records. Specific vision abilities required by this job include close vision, distance vision, and ability to adjust focus.

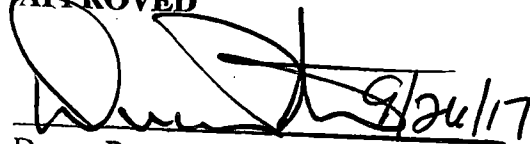
**Knowledge, Skills, &
Abilities**

Typical: Standard office practices and procedures, including handling cash and making change. Operate computers and standard office equipment; read and understand manuals, journals, policies and procedures, and office memos; write form letters, memos, and accurate telephone messages; perform basic mathematical calculations, including making change; communicate effectively, both orally and in writing; and maintain effective working relationships with co-workers and the general public.

Work Environment

Typical: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate. The employee is constantly required to work closely with others as a part of a team; to perform tedious, exacting work, and to switch from one task to another. The employee is frequently required to perform multiple tasks simultaneously, and to work under time pressures to meet deadlines.

APPROVED



Duane Peters
County Judge

8/26/17
Date

RECEIVED

A-4001



SEP 15 2017

Brazos County Job Description

Last Updated: September 2017

Template Revision 1.2 09/15/2012

Class Number:	2668	Title:	Tech Temporary (1040 hrs)
Pay Group:	N/A	Department:	Road & Bridge
FLSA Status:	Non Exempt	Reports To:	General Superintendent
Approved Date:	10/01/17	EEOC Category:	Skilled Craft Workers
Position End Date:	09/30/2018	Temporary Employee Signature:	<i>James D. [Signature]</i>

General Summary:

Supervises seal coat work, crack seal and hot mix work of subcontractors.

Essential Duties:

Other duties may be assigned. Drives county roads to assess and determine roads to be crack sealed or seal coated; coordinates activity with each area supervisor; assists other county employees in completing a set of plans and specifications for the subject work.

Other Duties as assigned. (1%)**Supervision****Received:** General Superintendent**Given:** This is a non-supervisory position; however can direct subcontractors with their duties; inspects contractor seal coat, hot mix and crack seal applications.**Education****Required:** High school graduation or its equivalent; or any combination of equivalent education and experience that provides the required knowledge, skills and abilities.**Preferred:****Experience****Required:** At least five years of experience. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily as noted above.**Preferred:****Certificates, Licenses, Registrations****Required:** (Valid) Class C Driver's License.**Preferred:****Physical Demands****Typical:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to stand; use hands to finger, handle, or feel; reach with hands and arms; and talk and hear. The employee must frequently bend, stoop, squat and walk. The employee must frequently lift and/or move objects weighing up to 30 pounds, such as tools and equipment. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and ability to adjust focus.**Knowledge, Skills, & Abilities****Typical:** Assess need for and condition of drainage systems; design drainage systems; work effectively and cooperatively with co-workers. Assess need for corrective or preventative maintenance and recommend proper corrective measures for the assessed needs. Communicate effectively to General Superintendent and County Engineer.

Work Environment	
Typical:	<p>The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is frequently loud. The employee is constantly required to work closely with others as a part of a team, and is frequently exposed to danger. The employee is occasionally required to perform tedious, exacting work, to switch from one task to another, and to work under time pressures to meet deadlines.</p>

APPROVED

 9/26/17

Date

Duane Peters
County Judge



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 9/26/2017
ITEM: Consultant Services Agreement between Brazos County and MFE, LLC.
TO: Commissioners Court
DATE: 09/21/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Prof Svcs Agmt MFE LLC (Steve Manchester) COUNTY.pdf	Agreement	Cover Memo
MFE Statement of Work Brazos County 9-12- 17.pdf	Statement of Work	Cover Memo

Consultant Services Agreement
Between Brazos County, Texas
And MFE, LLC.

This Consultant Services Agreement ("Agreement") is entered into and effective on the 1st day of September, 2017, by and between the Brazos County, Texas, a local government, ("COUNTY"), and MFE, LLC., a Texas limited liability company, ("Consultant"), whereby Consultant agrees to provide COUNTY with certain professional consulting services as described herein and COUNTY agrees to pay the Consultant for those services.

1. Scope of Services

In consideration of the compensation stated in paragraph 2, the Consultant agrees to provide COUNTY with the professional consulting services as described in the Statement of Work, attached hereto as Attachment "A", incorporated herein by reference for all purposes, and which services may be more generally described as follows:

Provide professional Real Estate/Business Development consulting and Project Management services.

2. Payment

In consideration of the Consultant's provision of the professional services in compliance with all terms and conditions of this Agreement, COUNTY shall pay the Consultant according to the terms set forth in Attachment "A". This Agreement has a not-to-exceed amount of Forty Nine Thousand Nine Hundred Dollars and No/100 (\$49,900.00).

3. Time of Performance

A. All work and other professional services provided under this Agreement must be completed by the following date: September 30, 2018.

B. The Consultant shall be prepared to provide the professional services in an expedient and efficient manner in order to complete the work by the times specified.

4. Performance Standards, Indemnification's, & Release.

A. As an experienced and qualified consulting professional, the Consultant shall provide information which reflects normal professional and industry standards, procedures, and performances. The Consultant shall perform the services as set forth in the Statement of Work (Attachment "A"), the selection and supervision of personnel, and the performance of other services under this Agreement, pursuant to the standard of performance in the profession. The Consultant will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Agreement. Approval of COUNTY shall not constitute, or be

deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall COUNTY's approval be deemed to be the assumption of responsibility by COUNTY for any defect or error in the aforesaid documents prepared by the Consultant, its employees, or subcontractors.

B. Within 60 days from the date of providing any service or item hereunder, should such service or item provided by Consultant be found to be defective by COUNTY, COUNTY shall identify the nature of such deficiency in writing and Consultant shall, within 30 days from the date of receipt of such notice attempt to correct, re-perform or replace the defective services or item.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

C. The Consultant is an independent Contractor. The Consultant shall be responsible for the professional services and the final work product contemplated under this Agreement. Except for materials furnished by COUNTY, the Consultant shall supply all materials, equipment, and labor required for the professional services to be provided under this Agreement. The Consultant shall have ultimate control over the execution of the professional services. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and COUNTY shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.

D. Both parties shall employ reasonable standards for promoting safety, health and environmental protection and for ensuring safe working environments for their personnel. Whenever Consultant's performance of the work involves visits to or work on COUNTY controlled facilities or sites, COUNTY is responsible for the adequacy, stability, safety, and legal compliance of the working environment, including reasonable measures to mitigate or control relevant risks. The Consultant must at all times exercise reasonable safety precautions and comply with all existing safety rules, regulations and procedures for site safety. The Consultant shall, likewise, be responsible to see that its agents, employees and subcontractors exercise reasonable safety precautions and are in compliance with all existing safety rules, regulations and procedures for site safety. It is expressly understood and agreed that COUNTY shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons. COUNTY shall inform Consultant without undue delay of: (i) any actual or potential health, safety and environmental risk of which COUNTY is aware and which is reasonably relevant to the performance of the work; and (ii) any of COUNTY's implemented or planned measures against such risks that COUNTY requires

Consultant's personnel to adhere to. Consultant or its personnel may refuse to carry out any activity, or visit any area or site, if Consultant or its personnel in their sole discretion consider that relevant risks are unacceptable or not adequately addressed, contained, or otherwise mitigated. Any such decision shall suspend both parties' obligations under this Agreement without any liability or penalties until the parties have agreed on how to proceed.

E. Responsibility for damage claims (indemnification): Consultant shall defend, indemnify and save harmless COUNTY and all its officers, agents, and employees from third party suits, actions, or claims brought for or on account of any death, bodily injury or direct property damage to the extent caused by the Consultant's negligent performance of the work, or by or on account of claims or amounts recovered under the Worker's Compensation Law or other law, ordinance, order or decree. Consultant shall defend, indemnify and save harmless COUNTY, its officers, agents and employees in accordance with this indemnification clause regardless of whether the injury or damage is caused in part by COUNTY, its officers, agents or employees; however such indemnification shall extend only to that portion of the damage caused by Consultant's negligence. COUNTY agrees, to the extent permitted by law, to defend, indemnify and hold Consultant harmless from any suits, actions, or claims arising out of COUNTY's negligent performance of its obligations hereunder.

In no event shall either party be liable to the other for any indirect, consequential, exemplary, special, incidental or punitive damages including, without limitation, lost profits or revenues even if such damages are foreseeable or the damaged party has been advised of the possibility of such damages. The liability of Consultant for any claim whatsoever related to or arising under this Agreement, including any cause of action in Agreement, tort or strict liability, shall not exceed the total amount of payments made to Consultant hereunder or \$100,000, whichever is less.

F. Notwithstanding anything contained in this Agreement to the contrary, due to the advisory nature of the work being performed under the Scope of Work in this Agreement, COUNTY agrees that Consultant is operating in an advisory position only.

2. Consultant's Insurance.

The Consultant agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the duration of this Agreement with the COUNTY. All parties to this Agreement hereby agree that the Consultant's coverage will be primary in the event of a loss, regardless of the application of any other insurance or self-insurance.

A. Consultant must deliver to COUNTY a certificate(s) of insurance evidencing such policies are in full force and effect within ten (10) business days of notification of the COUNTY's intent to award an Agreement. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within ten (10) business days may cause the Agreement to be rejected. The COUNTY reserves the right to review these

requirements and to modify insurance coverage and their limits when deemed necessary and prudent; however no modification in insurance shall be enforceable unless agreed to in writing by the Consultant.

1. Workers' Compensation Insurance & Employers' Liability Insurance – In consideration of the COUNTY's waiver of the requirement of providing evidence of Workers' Compensation Insurance & Employers' Liability Insurance, Consultant agrees that only Steven J. Manchester shall perform the work pursuant to this Agreement.

2. Business Automobile Liability Insurance - Consultant shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 per accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Consultant shall provide Waiver of Subrogation in favor of the COUNTY and its agents, officers, officials, and employees.

B. Policy Limits - Required limits may be satisfied by a combination of primary and umbrella or excess liability policies. Consultant agrees to endorse COUNTY and its agents, officers, officials, and employees as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

C. Deductibles, Coinsurance Penalties & Self-Insured Retention - Consultant may maintain reasonable and customary deductibles. Consultant shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention.

D. Acceptability of Insurers - Insurance coverage shall be provided by companies admitted to do business in Texas and rated A-: VI or better by AM Best Insurance Rating or equivalent.

E. Evidence of Insurance – A valid certificate of insurance verifying each of the coverages required shall be issued directly to the COUNTY within 10 business days by the successful Consultant's insurance agent or insurance company after Agreement award. Endorsements must be submitted with the certificate. No Agreement shall be effective until the required certificates have been received and approved by the COUNTY. Renewal certificates shall be sent a within thirty (30) days of renewal to coverage expiration.

The certificate of insurance and all notices shall be sent to:

BRAZOS COUNTY
200 S. Texas. Ave., Ste. 320
Bryan, TX 77803

Failure of the COUNTY to demand evidence of full compliance with these insurance requirements or failure of the COUNTY to identify a deficiency shall not be construed as a waiver of Consultant's obligation to maintain such insurance.

F. Notice of Cancellation, Non-renewal, Material Change, and Exhaustion of Limits – Consultant must provide minimum thirty (30) days prior written notice to the COUNTY of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. If COUNTY is notified a required insurance coverage will cancel or non-renew during the Agreement period, the Consultant shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The COUNTY reserves the right to withhold payment to Consultant until coverage is reinstated.

G. Consultant's Failure to Maintain Insurance – If the Consultant fails to maintain the required insurance, the COUNTY shall have the right, but not the obligation, to withhold payment to Consultant until coverage is reinstated or to terminate the Agreement.

H. No Representation of Coverage Adequacy - The requirements as to types and limits, as well as the COUNTY's review or acceptance of insurance coverage to be maintained by Consultant, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Consultant under the Agreement.

3. Termination

A. COUNTY may terminate this Agreement at any time upon thirty (30) calendar day's written notice. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. The Consultant shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the Consultant fails to fulfill its obligations under this Agreement, or if the Consultant violates any of the terms of this Agreement, and fails to cure same within ten (10) days of COUNTY's written notice of its intent to terminate the Agreement, COUNTY has the right to terminate this Agreement. The Consultant will be compensated for the services performed in accordance with Attachment "A" before the termination date.

C. No term or provision of this Agreement shall be construed to relieve the Consultant of liability to COUNTY for damages sustained by COUNTY because of any breach of Agreement by the Consultant. COUNTY may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due COUNTY from the Consultant is determined and paid.

4. Miscellaneous Terms.

A. This Agreement has been made under and shall be governed by the laws of the State of Texas. Jurisdiction and venue for any matter arising out of this Agreement shall be a court of competent jurisdiction located in Brazos County, Texas.

B. 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:

If intended for BRAZOS COUNTY, to:

Name: Duane Peters
Title: County Judge
Address: 200 S. Texas. Ave., Ste. 320, Bryan, Texas 77803

If intended for the Consultant, to:

Name: Steven J. Manchester
Title: President
Address: 1980 Post Oak Blvd., St. 1500, Houston, Texas 77056

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

D. This Agreement represents the entire and integrated agreement between COUNTY and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by written instrument approved and executed by the parties.

E. This Agreement and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of COUNTY.

F. The Consultant, its agents, employees, and subcontractors must comply with all applicable federal and state laws and ordinances of Brazos County, Texas, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary permits and licenses required in completing the work and providing the services required by this Agreement.

G. Consultant will notify COUNTY immediately in writing if Consultant becomes aware of a possible conflict between Consultant and COUNTY, Inc., and one or more of Consultant's governmental or private clients.

H. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

BRAZOS COUNTY, TEXAS



E. Duane Peters
County Judge

Date: 9/26/17

MFE, LLC.



Steven J. Manchester
President

Date: 10-1-17

MFE LLC

1980 Post Oak Blvd St 1500
Houston, TX 77056

SOW 09122017 Agreement to Perform Consulting Services: Brazos County

Date	Services Performed By:	Services Performed For:
September 12, 2017	MFE LLC 1980 Post Oak Blvd St 1500 Houston, TX 77056	Brazos County

This Statement of Work (SOW) is issued pursuant to the Consultant Services Master Agreement between Brazos County ("Client") and MFE LLC ("Contractor"), effective September 12, 2017 (the "Agreement"). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

This SOW # 09122017 (hereinafter called the "SOW"), effective as of September 12, 2017, is entered into by and between Contractor and Client, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of Performance

The Services shall commence on September 12, 2017, and shall continue through September 12, 2018.

Engagement Resources

Scope of Work

Consultant shall provide the Services and Deliverable(s) as follows:

MFE will provide overall leadership and Project Management for Economic Development and other projects or duties as assigned. MFE will report directly to the County Judge or County Attorney on all matters.

Deliverable Materials

Contractor Responsibilities

MFE will be responsible for all its own associated costs

Client Responsibilities

Client will be responsible for all costs associated with the project, travel, permits, etc.

Fee Schedule

This engagement will be conducted on a fee basis. The total value for the Services pursuant to this SOW shall not exceed \$49,999.00 unless otherwise agreed to by both parties via the project change control procedure, as outlined within. A PCR will be issued specifying the amended value.

Item Description	Number of Resources	Hourly Rate	Number of Hours
Hourly Rate Principle	1	\$175.00	285

Upon completion of this Performance Period, Consultant and Client will have the option to renew this agreement for an additional then-stated number of hours at the then-current hourly rate for those resources identified.

Bill To Address	Client Project Manager	Client Cost Center

Out-of-Pocket Expenses / Invoice Procedures

If MFE LLC is asked to travel outside of the Houston, Texas area, the client will be invoiced all costs associated with out-of-pocket expenses (including, without limitation, costs and expenses associated with meals, lodging, local transportation and any other applicable business expenses) listed on the invoice as a separate line item.

Invoices shall be submitted monthly in arrears, referencing this Client's SOW Number to the address indicated above. Each invoice will reflect charges for the time period being billed and cumulative figures for previous periods. Terms of payment for each invoice are due upon receipt by Client of a proper invoice. Contractor shall provide Client with sufficient details to support its invoices, including time sheets for services performed and expense receipts and justifications for authorized expenses, unless otherwise agreed to by the parties. Payments for services invoiced that are not received within 10-days from date of invoice will be subject to a 5% penalty per calendar month and services will stop.

Upon signing this SOW depending on the length of the contract a retainer will be required upon signing.

Retainer

Upon agreement of the scope and terms MFE will invoice the Client for a retainer based on the anticipated amount of expenses and work to be performed before beginning the work. This will be based on an anticipated one month's work or one billing cycle. This retainer will be held till the end of project and billed against on the last invoice. The retainer for this project will be \$0.00 and due upon signing an agreement.

Completion Criteria

Contractor shall have fulfilled its obligations when any one of the following first occurs:

- Contractor and/or Client has the right to cancel services or deliverables not yet provided with 30 business days advance written notice to the other party.

Assumptions

Project Change Control Procedure

The following process will be followed if a change to this SOW is required:


- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The County Judge or County Attorney (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- A written Change Authorization and/or PCR must be signed by both parties to authorize implementation of the changes.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

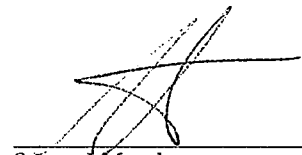
Brazos County

MFE LLC

By:
Name:
Title:


Duane Peters
County Judge

By:
Name:
Title:


Steven J. Manchester
President



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 9/26/2017
ITEM: Fifth Renewal Lease Agreement with Brazos County Emergency Services District #1 for the purpose of a substation of the Brazos County Sheriff's Office in southern Brazos County, Texas for FY 2018.
TO: Commissioners Court
DATE: 09/15/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
09-14-2017 Millican Lease Agreement 5th Renewal.pdf	Lease	Cover Memo

**FIFTH RENEWAL TO LEASE AGREEMENT
MILLICAN FIRE STATION**

This Fifth Renewal to Lease Agreement ("Fifth Renewal") is made and executed by and between BRAZOS COUNTY EMERGENCY SERVICES DISTRICT #1, P.O. Box 244, Wellborn, Texas 77881, as "Lessor", and BRAZOS COUNTY, TEXAS, 200 S. Texas Ave., Suite 332, Bryan, Texas, 77803, as "Lessee".

RECITALS

WHEREAS, the Lessor and Lessee entered into the original Lease ("Lease") on October 16, 2012; and

WHEREAS, the Lease further provides a fixed monthly rental for the initial term of the Lease and the subsequent renewal term in the amount of \$100.00, payable in monthly installments on the first day of each month for the term of the Lease, and any subsequent renewal terms; and

WHEREAS, the Lessor and Lessee have agreed to renew the Lease for one (1) additional year beginning October 1, 2017 and terminating on September 30, 2018;

NOW, THEREFORE, for the consideration stated herein, the Lessor and Lessee agree to the following amendments to the Lease.

AGREEMENT

1. **Renewal Term.** This fifth renewal term ("Fifth Renewal Term") shall be effective October 1, 2017 and will terminate September 30, 2018. Additional subsequent renewal terms will be subject to the terms and conditions of the Lease and this Fifth Renewal. If there are any conflicts between this Fifth Renewal and the Lease, the terms of this Fifth Renewal will control. This Fifth Renewal Term shall be conditioned on the same terms set forth in the Lease, save and except those terms that are amended herein.
2. **Rent.** The fixed monthly rental for the Fifth Renewal Term of the Lease is \$100.00 per month, payable on the first day of each month for the Fifth Renewal Term of the Lease.
3. **No Amendments.** Except as expressly modified herein, the Lease is not amended.
4. **Signatures.** This Fifth Renewal and all other copies of this Fifth Renewal, insofar as they relate to the rights, duties, and remedies of the parties, shall be deemed to be one agreement. This Fifth Renewal may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties expressly agree that a copy of this Fifth Renewal transmitted by facsimile or email that contains the signature of one of the parties, shall for all purposes be treated as an original and shall be binding against the parties hereto.
5. **This Renewal shall be effective for all purposes as of the date set forth below.**

6. Miscellaneous Provisions.

- a. Notices. Any notice required by or permitted under the Lease or this Fifth Renewal must be in writing. Any notice required by this Fifth Renewal or Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in the Lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.
- b. Entire Agreement. The Lease and this Fifth Renewal, constitute the entire agreement of the Lessor and Lessee. There are no oral representations, warranties, agreements, or promises pertaining to the Lease or Fifth Renewal by Lessor or Lessee.
- c. Severability. In the event that any provisions or portion of this Agreement is held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.

Dated this 14, of SEPTEMBER, 2017.

Attest:

Lessor:

BRAZOS COUNTY EMERGENCY SERVICE
DISTRICT #1

By:

Karen McQuinn

By:

Taylor Gibson

Name:

TAYLOR GIBSON

Title:

TREASURER

Lessee:

BRAZOS COUNTY, TEXAS

By:

Diane Peters

Name:

Diane Peters

Title:

County Judge



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Juvenile Services NUMBER:

DATE OF COURT MEETING: 9/26/2017

ITEM: Discuss and take possible action on a contract renewal with Youth Advocate Programs Inc. for wraparound youth and family services.

TO: Commissioners Court

FROM: Doug Vance

DATE: 09/21/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR ALTERNATIVES: Approval.

ATTACHMENTS:

File Name

[YAPContract2017-2018.doc](#)

Description

YAP Contract Renewal

Type

Cover Memo

**YOUTH ADVOCATE PROGRAMS, INC.
SERVICE AGREEMENT**

PARTIES

This agreement is made between Youth Advocate Programs, Inc. (YAP, Inc.) 2007 North Third Street, Harrisburg, PA 17102 (Tax ID# 23-1977514) and Brazos County, 1904 HWY 21 W, Bryan, Texas, 77803.

PURPOSE OF AGREEMENT

It is agreed upon by both parties that YAP, Inc. will provide Reintegration Services for Brazos County youth and families. Both parties agree to hold regularly scheduled meetings (at minimum monthly or as often as needed) to assess and evaluate the program.

Services to be provided are further described in the "SCOPE OF SERVICES" section of this agreement.

TERM OF AGREEMENT

The term of this agreement shall begin September 1, 2017 and end no later than August 31, 2018. The agreement shall be eligible for automatic renewal annually upon mutual agreement of both parties as long as sufficient funding is available for the program services.

SCOPE OF SERVICES

YAP will meet any and all reporting or documentation requirements from the Texas Juvenile Justice Department (TJJD) and Brazos County. YAP, Inc. will provide youth's names, PID # (juvenile number), age, race, date assigned to YAP, name of advocate assigned, list of all activities advocate performs with youth, and each day /time they meet; with the date, time, and activity listed and hours for each activity closely calculated, using the 15 minute increment time system. YAP activities will meet Brazos County Juvenile Probation Officers' needs and wishes per the youths' case plans and YAP will communicate with the assigned Juvenile Probation Officer on a regular basis.

YAP agrees to fulfill the grant proposal as submitted to TJJD and as was approved for funding using only programs and services that are research driven or evidence-based as described in the grant proposal and as approved by the Brazos County Juvenile Services Department. Verification of services will come from monthly invoices, probation officer meetings with youth and families, as well as ongoing meetings with the YAP Program Director. A Brazos County Juvenile Services Department Deputy Director will provide oversight for this program and will also verify services.

Youth will receive an average of 10 hours a week (depending on individual needs) of face to face services within their home, school, and community at times most needed by the youth and family (such as evenings and weekends). Services may be delivered in

individual, group, or family settings based on their individual plan. YAP staff will be available on 24 hours, 7 days a week.

The complete Program Description for Brazos County is outlined in the attached *Proposal to Provide Reintegration Services for Brazos County*. (Attachment A)

COMPENSATION, HOURLY RATES AND BILLING

Upon referral, Brazos County Juvenile Services Department agrees to pay YAP, Inc. \$36.00 per hour per youth, not to exceed \$187,160.00.

YAP, Inc. will bill Brazos County Juvenile Services Department on a monthly basis for all services provided. The invoice will contain the hours of service and the number of days billed. Payments shall be mailed to:

Youth Advocate Programs, Inc.
P. O. Box 950
Harrisburg, PA 17108

INSURANCE

YAP, Inc. agrees to maintain all appropriate and sufficient liability insurance. Proof of coverage will be provided to Brazos County Juvenile Services Department upon request. A copy of YAP's Certificate of Insurance has been reviewed and is attached.

CONFIDENTIALITY

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

ASSIGNMENT

The parties may not assign or delegate to third parties any rights or duties under this agreement without the express written consent of both parties.

CANCELLATION

Either party may terminate this agreement before the expiration date of the agreement upon thirty (30) days written notice to the other party, when deemed necessary by either party.

NOTICES

Any notice under this agreement may be given to either party in person or by mail at the address given in paragraph A.

Youth Advocate Programs, Inc. (YAP, Inc) efforts on behalf of troubled young people are community-based, meaning that YAP Inc offers family-focused programming and strives to help young people take advantage of beneficial resources that are available near their homes. Although some of these resources may be connected in some way to a religious or political group, YAP Inc. employees will not independently encourage YAP

Inc. clients to follow the teachings of a specific religious group or to join a specific political party.

ENTIRE AGREEMENT

This document contains the entire agreement between the parties. No amendment to this agreement shall be valid unless it is in writing and signed by both parties.

DUTY TO REPORT

As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegation or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Juvenile Probation) within twenty-four (24) hours from the time the allegation is made, to all of the following:

- A. Local Law enforcement agency.
- B. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form via email to abuseneglect@tjjd.texas.gov (or if unable to complete the form within 24 hours, then by call toll-free **1.877.786.7263** (**1.877.STOP.ANE**), followed by submitting the report within 24 hours of said call); and
- C. Brazos County Juvenile Probation Department to facsimile number (979) 823-4211 (ATTN: Chief Probation Officer).

CRIMINAL HISTORY SEARCHES

Criminal history searches shall be conducted by Service Provider, at the expense of the 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.

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.

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 there from have been resolved.

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.

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.

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.

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.

DISCLOSURE OF INFORMATION

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 the Service Provider, or against its employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contract with juveniles.
- C. Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of the Service Provider that has direct contact with juveniles.
- 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 Service Provider that has direct contact with juveniles was the alleged or designated perpetrator.
- E. The identity of any of State Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and
- F. The identity of any of State Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have director contact with juveniles 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 10 years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

EQUAL OPPORTUNITY

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

ASSIGNMENT & SUBCONTRACT

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 his Agreement or the proceeds thereof.

DEFAULT

Juvenile Probation may issue written notice of default to Service provider, terminate the whole or any part of this agreement, as it deems appropriate, in any one of the 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
- C. 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.

YAP will immediately (within 24 hours) notify the chief or designee of any problems or failures by YAP with meeting contract obligations or in providing required services to youth in a timely manner.

WAIVER OF SUBROGATION

Service Provider expressly waives any and all rights it may have to 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.

INDEMNIFICATION

To the fullest extent permitted by law, YAP, Inc. shall indemnify, defend and hold harmless Brazos county, its elected officials, appointed officials, officers, directors, employees, agents and representatives (collectively referred to as the "indemnitees") from and against any and all claims, liabilities, damages, losses, costs, and expenses, including, but not limited to, attorney's fees, arising out of, resulting from, or occurring in connection with the performance of the work, provided that such claim, liability, damages, loss, costs or expense is attributable to bodily injury, sickness, disease, or death or to injury to, or destruction of, tangible property, including the loss of use thereof in any way occurring, incident to, arising out of or in connection with: (a) a breach of the warranties provided by YAP, Inc.; (b) the work performed or to be performed by YAP, Inc., employees and agents; (c) any negligent action and/or omission of the indemnitees related in any way to the project whether the indemnitees are negligent in whole or in part, and even when the loss is caused by the sole fault or negligence (including acts or omissions that are characterized as negligence per se, negligence premised on strict liability, or any other type of negligence) of the indemnitees; or (d) any fines, penalties, damages (including punitive), liabilities, costs and expenses in connection with: (1) a violation of any law, statute, rule, ordinance, code or other requirement of public authorities; (2) means, methods, procedures or sequences of execution or performance of the work; and (3) failure to secure and pay for permits, fees, approvals, licenses and inspections for which YAP, Inc. is responsible under the agreement documents. Yap, Inc.'s indemnity obligation herein shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this section. The scope and extent of this indemnity shall not be limited by the availability of coverage under YAP, Inc.'s insurance and shall not limit indemnitees' other legal remedies against contractor

or any other person or entity. This indemnification provision shall survive termination of the agreement.

SOVEREIGN IMMUNITY

This Agreement is expressly made subject to Brazos County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver or any immunities from suit or from liability that the Brazos County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

REPRESENTATIONS & WARRANTIES

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 holds 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 operation of its business; and that there are no taxes due and owing of the State of Texas, any County in the State of Texas, or any political subdivision thereof;
- C. That it carries sufficient insurance to provide protection to Juvenile Probation under the indemnity provisions, as well as for any potential liabilities that arise from or related to this Agreement; and
- 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 or neglect of a juvenile in accordance with the requirements of Texas Family Code Chapter 261 and any applicable Texas Juvenile Justice Department's administrative rules regarding abuse, neglect and exploitation allegations.

TEXAS LAW TO APPLY

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.

PREA

Service Provider shall 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 assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.

VENUE

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

LEGAL CONSTRUCTION

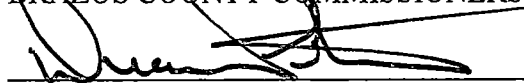
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as if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

PRIOR AGREEMENTS SUPERSEDED

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

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

~~BRAZOS COUNTY COMMISSIONERS COURT~~.....



Duane Peters, County Judge
Brazos County Juvenile Board Chairman

9/26/17

Date

Doug Vance, PhD, Executive Director
Brazos County Juvenile Services Department

Date

Youth Advocate Programs, Inc.

Richard Stottlemeyer II, CFO

Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Raod and Bridge NUMBER: CC 2017 - Public Utility Easement
- Brent and Leisha Mullins -
Cherokee Drive - 0.049 acre

DATE OF COURT MEETING: 9/26/2017

ITEM: Acceptance of Public Utility Easement from Brent Mullins and Leisha S. Mullins for 0.049 acre of land to replace part of public utility easement acquired for roadway right of way on Cherokee Drive located in Precinct 1.

TO: Commissioners Court

FROM: Darrell Kolwes

DATE: 09/20/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[Public Utility Easement - Brent and Leisha Mullins - Cherokee Drive - 0.049 acre.pdf](#)

Public Utility Easement - Brent and
Leisha Mullins - Cherokee Drive -
0.049 acre

Backup Material

**BRAZOS COUNTY
COMMISSIONERS' COURT
ACTION FORM**

DEPARTMENT: Road & Bridge

MEETING DATE: September 26, 2017

SUBJECT: Donation of Public Utility Easement

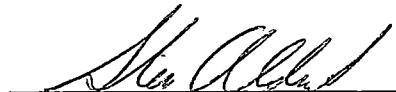
Acceptance of Public Utility Easement from Brent Mullins and Leisha S. Mullins for 0.049 acre of land to replace part of public utility easement acquired for roadway right of way on Cherokee Drive located in Precinct 1.

SUBMITTED BY:



Darrell W. Kolwes
Right of Way Agent

ACKNOWLEDGED BY:



Steve Aldrich
Commissioner Precinct 1

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



Duane Peters, County Judge

DATE: 9/26/17

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

Cherokee Drive

PUBLIC UTILITY EASEMENT

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

**KNOW ALL MEN
BY THESE PRESENTS:**

GRANTOR(S): Brent Mullins a/k/a Edward B. Mullins and Leisha S. Mullins

Grantor's Mailing Address:

P. O. Box 9599
College Station, Texas 77842-9599

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:

All that certain lot, tract or parcel of land being 0.049 of one acre situated in the J. M. BARRERA SURVEY, Abstract No. 68, Brazos County, Texas and being a part of Lots 4 and 5, Indian Oaks Subdivision of record in Volume 361, Page 593, Deed Records of Brazos County, Texas and being further described as Lot 4 being 5.00 acres in Assignment of Contract of Veterans Land Board Contract of Sale and Purchase from Ronald R. Green to Edward B. Mullins of record in Volume 922, Page 797, Official Records of Brazos County, Texas, and Lot 5 being 5.00 acres described in Deed from J. T. Gidley, et ux, to Brent Mullins of record in Volume 2567, Page 109, Official Records of Brazos County, Texas; said 0.049 of one acre being more particularly described by metes and bounds description as shown in Exhibit "A" attached hereto and made a part hereof for all intents and purposes.

This conveyance shall grant the rights herein specified only as to that portion of the above described Property more particularly described on the attached Exhibit A, known as the "Easement Area", and any additional area outside the Easement Area necessary to install and attach equipment, guy wires, and anchors necessary and incident to the uses of the Easement Area to erect, construct, install, and thereafter use, operate, inspect, repair, maintain, reconstruct, modify and remove the following:

Electric transmission and distribution lines;
Water lines and sanitary sewer lines, connecting lines,
access facilities, and related equipment;
Storm sewers and collection facilities;
Television, telephone, and communication lines;
Drainage ditches, drainage pipes and all other
Drainage structures, surface and subsurface;

Upon, over and across the said Property as described and any ways, streets, roads or alleys abutting same; and to cut, trim and control the growth of trees and other vegetation on and in the Easement area or on adjoining property of GRANTOR, which might interfere with or threaten the operation and maintenance of any public utility equipment, accessories, or operations. It being understood and agreed that any and all equipment and facilities placed upon said Property shall remain the property of GRANTEE.

GRANTOR hereby expressly acknowledges that it is the owner of this Property.

GRANTOR expressly subordinates all rights of surface use, incident to the mineral estate owned by GRANTOR, to the above-described uses of said surface by GRANTEE.

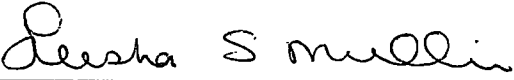
Reservations and Restrictions: None

TO HAVE AND TO HOLD, the rights and interests herein described unto GRANTEE and its successors and assigns, forever, and GRANTOR does hereby bind itself and its successors and assigns to warrant and forever defend, all and singular, these rights and interests unto GRANTEE and its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

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

Executed this 20th day of September, 2017.

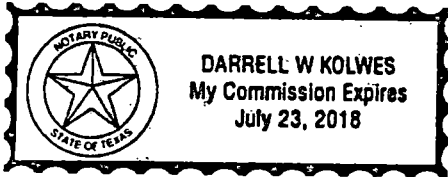

Brent Mullins a/k/a Edward B. Mullins


Leisha S. Mullins

Acknowledgment

STATE OF TEXAS §
COUNTY OF Brazos §

This instrument was acknowledged before me on 9-20-2017 by Brent Mullins a/k/a Edward B. Mullins and Leisha S. Mullins



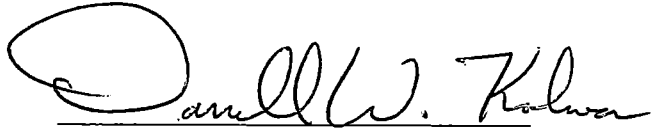

Notary Public, State of Texas

EXHIBIT "A"
SHEET 1 OF 3

FIELD NOTES
BRAZOS COUNTY
CHEROKEE DRIVE
RIGHT-OF-WAY WIDENING
0.049 OF ONE ACRE PUBLIC UTILITY EASEMENT
OUT OF THE
BRENT MULLINS
REMAINDER OF LOT 4 AND LOT 5
INDIAN OAKS SUBDIVISION
VOLUME 361, PAGE 593
LOT 4 – 5.00 ACRES
VOLUME 922, PAGE 797
LOT 5 – 5.00 ACRES
VOLUME 2567, PAGE 109
J. M. BARRERA SURVEY, A – 68
BRAZOS COUNTY, TEXAS
SEPTEMBER 11, 2017

All that certain lot, tract or parcel of land being 0.049 of one acre situated in the J. M. BARRERA SURVEY, Abstract No. 68, Brazos County, Texas and being a part of Lot 4 and Lot 5, Indian Oaks Subdivision of record in Volume 361, Page 593, Deed Records of Brazos County, Texas and being further described as Lot 4 being 5.00 acres in Assignment of Contract of Veterans Land Board Contract of Sale and Purchase from Ronald R. Green to Edward B. Mullins of record in Volume 922, Page 797, Official Records of Brazos County, Texas, and Lot 5 being 5.00 acres described in deed from J. T. Gidley et ux to Brent Mullins of record in Volume 2567, Page 109, Official Records of Brazos County, Texas said 0.049 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point in an existing 20' Utility Easement, 20' from and parallel to the east right-of-way line of Cherokee Drive over and across said Lot 5 as described in Plat of record in Volume 361, Page 593 for the most southerly corner, a 3/8" Iron Rod found for the southwest corner of said Lot 5 bears S 1 ° 13 ' 17 " E a distance of 261.68 feet;

THENCE N 5 ° 36 ' 17 " W, along the existing 20' wide Utility Easement a distance of 127.16 feet to a point in the recently acquired right-of-way line of said Cherokee Drive as described in Volume 14216, Page 63 for angle point, a 1/2" Iron Rod with Cap found for angle point of said right-of-way line bears S 17 ° 00 ' 12 " W a distance of 16.52 feet;

THENCE N 17 ° 00 ' 12 " E, along the easterly right-of-way line of said Cherokee Drive a distance of 32.27 feet to a point for angle point, said point being located in the existing 20' wide Utility Easement, 20' from and parallel to the southeasterly right-of-way line of said Cherokee Drive, a 1/2" Iron Rod with Cap found for angle point in said right-of-way line bears N 17 ° 00 ' 12 " E a distance of 53.43 feet;

THENCE N 38 ° 59 ' 14 " E, along the existing 20' wide Utility Easement a distance of 53.43 feet to a point for the most northerly corner, a 3/8" Iron Rod found for the most northerly corner of said Lot 4 bears N 35 ° 34 ' 16 " E a distance of 335.64 feet;

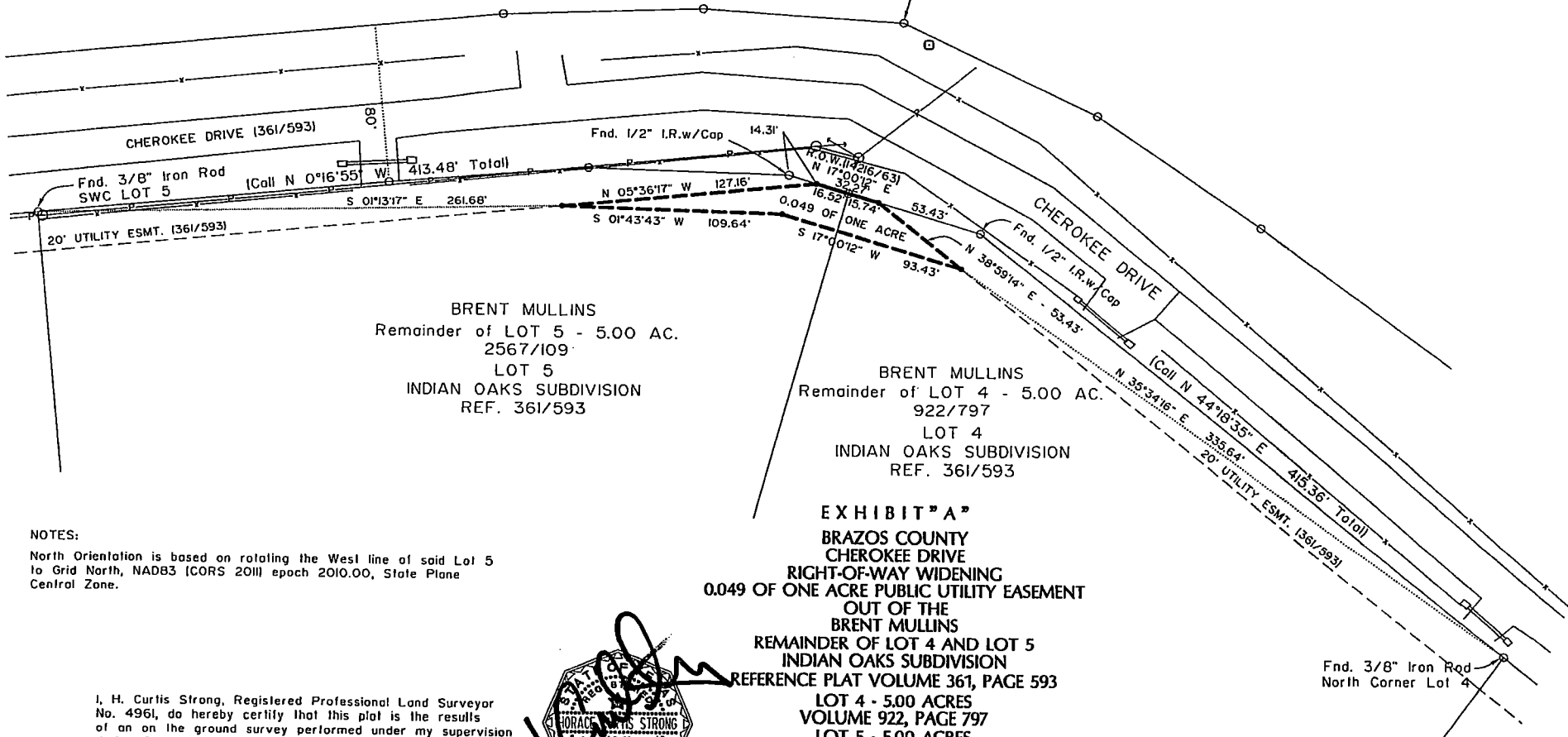
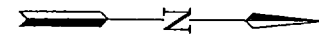
THENCE S 17 ° 00 ' 12 " W, 20' from and parallel to the recently acquired right-of-way of said Cherokee Drive a distance of 93.43 feet to a point for angle point;

THENCE S 1 ° 43 ' 43 " W, 20' from and parallel to the recently acquired right-of-way of said Cherokee Drive a distance of 109.64 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.049 OF ONE ACRE OF LAND MORE OR LESS, according to a survey prepared during the month of September, 2017 under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961 and doing business under FIRM Number 10093500. North Orientation is based on rotating the west line of said Lot 5 to Grid North, NAD83(CORS2011) epoch 2010.00 State Plane Central Zone.



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

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



NOTES:

North Orientation is based on rotating the West line of said Lot 5
to Grid North, NAD83 (CORS 2011) epoch 2010.00, State Plane
Central Zone.

I, H. Curtis Strong, Registered Professional Land Surveyor
No. 4961, do hereby certify that this plat is the results
of an on the ground survey performed under my supervision
during September, 2017 and is true and correct to the best
of my knowledge.



EXHIBIT "A"
BRAZOS COUNTY
CHEROKEE DRIVE
RIGHT-OF-WAY WIDENING
0.049 OF ONE ACRE PUBLIC UTILITY EASEMENT
OUT OF THE
BRENT MULLINS
REMAINDER OF LOT 4 AND LOT 5
INDIAN OAKS SUBDIVISION
REFERENCE PLAT VOLUME 361, PAGE 593
LOT 4 - 5.00 ACRES
VOLUME 922, PAGE 797
LOT 5 - 5.00 ACRES
VOLUME 2567, PAGE 109
J. M. BARRERA SURVEY, A - 68
BRAZOS COUNTY, TEXAS
SCALE 1" = 50' SEPTEMBER 11, 2017
SHEET 3 OF 3

STRONG
SURVEYING, LLC
FIRM No. 10093500

1722 Broadmoor, Suite 105
Bryan, Texas 77802
Phone: (979) 776-9836
Fax: (979) 731-0096
email: curtis@strongsurveying.com



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC 2017 - Utility Permit - Frontier Communications - Smetana Road - 285' bore for a 4" PVC Conduit.

DATE OF COURT MEETING: 9/26/2017

ITEM: Consider and take action on the Frontier Communications utility permit to conduct a 285' bore within the right of way of Smetana Road. Work will include placing a 4" PVC conduit a depth of 4 feet below the proposed drainage ditch. Cables will be pulled through this conduit. Line is being adjusted to accommodate the widening of Smetana Road. Site is located in Precinct 4.

TO: Commissioners Court

FROM: Darrell Kolwes

DATE: 09/19/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[Utility Permit - Frontier Communications - Smetana Road - 285' bore for a 4" PVC Conduit.pdf](#)

Utility Permit - Frontier
Communications - Smetana
Road - 285' bore for a 4" PVC
Conduit. Backup
Material

**BRAZOS COUNTY
COMMISSIONERS' COURT
ACTION FORM**

DEPARTMENT: Road & Bridge

MEETING DATE: September 26, 2017

SUBJECT: Utility Permit – Frontier Communications

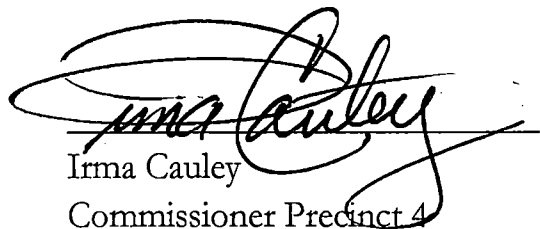
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SUBMITTED BY:



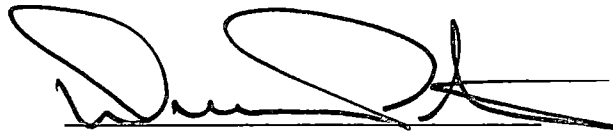
Darrell W. Kolwes
Right of Way Agent

ACKNOWLEDGED BY:



Irma Cauley
Commissioner Precinct 4

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



Duane Peters, County Judge

DATE: 9/26/17

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

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

Beginning at Frontier Communications manhole 211. Frontier will make a 285ft 4" bore in the R.O.W to pedestal 7686 at the corner of HWY 21 and Smetana Rd. Bore will be 4" PVC, depth will be 4ft below the proposed new grade for the county's road project. Buried cable and subduct. will be pulled thru PVC.

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

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

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

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

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

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

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

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

Frontier Communications
Company Name

Brenda Vajdak
By:

B. Vajdak
Signature

Supervisor-Network Engineer
Title

301 Industrial Blvd., Bryan, Texas 77803
Address

979-821-4770
Phone Number

Brenda.vajdak@verizon.com
Email

ACCEPTANCE OF NOTIFICATION

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated 9-18-2017 except as noted below: (Month/Day/Year)

EXCEPTIONS:

A handwritten signature in cursive script, reading "Daniel W. Kolman", written over a horizontal line.

for Brazos County Engineer

11/2016

Smetana Rd

21

Google

Imagery Date: 11/19/2016 30°39'13.45" N 96°27'18.87" W elev 271

1995

- *LOCATE ALL UTILITIES BEFORE CONSTR
- *PLACE 4' BORE WITH PIPE FROM MANHOL
AT CORNER OF SMETANA RD AND HWY 2'
- *DEPTH OF BORE WILL BE 4FT BELOW THE
COUNTY'S ROAD PROJECT
- *PULL 360FT OF 300x24 COPPER CABLE AL
- *BOND AND GROUND CABLE ACCORDING
- *COUNTY PERMIT REQUIRED
- *COUNTY CONTACT DARRELL KOLWES, (9
- *LESLIE CARROLL (979)821-4761

1986)

-
+
4+
6+

9+
5+
7+
1+
8+
10+
12+
14)



1-500+
1-550+

TX-21 (W STATE HIGHWAY)



frontier
Communications

PROJECT NUMBER:		C.O. AREA: EXCH. CODE:	
DRAWN DATE:	ENGR: PHONE:	CNTY: FILE:	
SCALE:	TAX DISTRICT:	DWG	OF
TWNSHP:	RNG:	SEC:	

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

A. General Requirements

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

B. Safety Requirements

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

C. Traffic Control Plan

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

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

D. Design Standards

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

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

E. Emergency work

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

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

F. Repairs to existing facilities

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

G. Relocation of utilities

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

H. High Pressure Pipelines

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

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

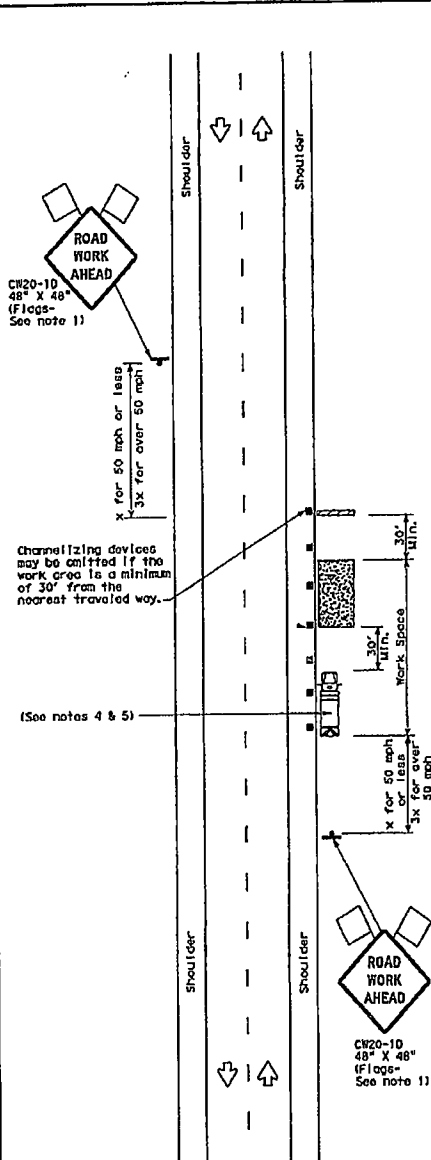
2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.
3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance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

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

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

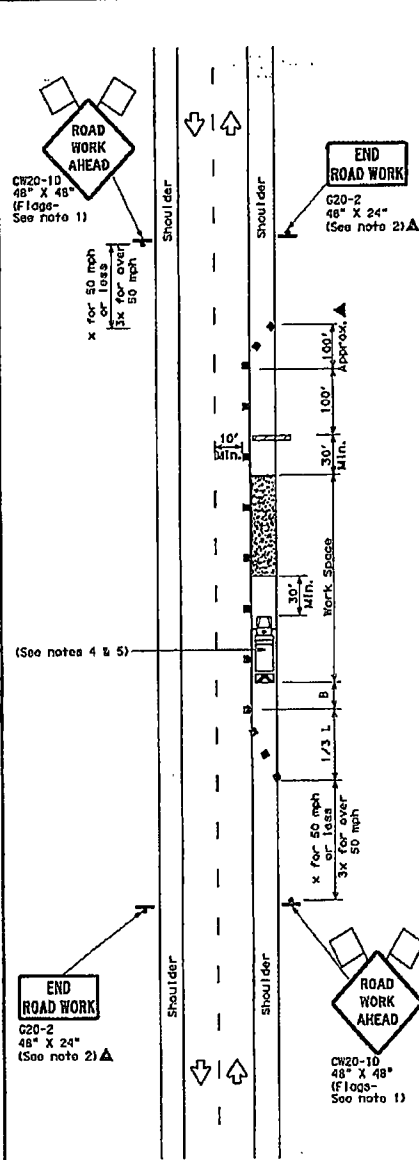
5. Under no circumstances will a pipeline be installed parallel to a County Road within the Right-of-Way. Transmission lines have been determined to be petroleum pipelines (which includes natural gas lines) and shall not be parallel to a County Road.
6. Natural Gas Distribution is a line that serves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

DISCLAIMER: The use of this standard is governed by the Texas Engineering Practices Act. No warranty of any kind is made by the Texas Department of Transportation for the use of this standard for any purpose other than that for which it was developed. The user assumes all liability for any damage or loss resulting from the use of this standard.



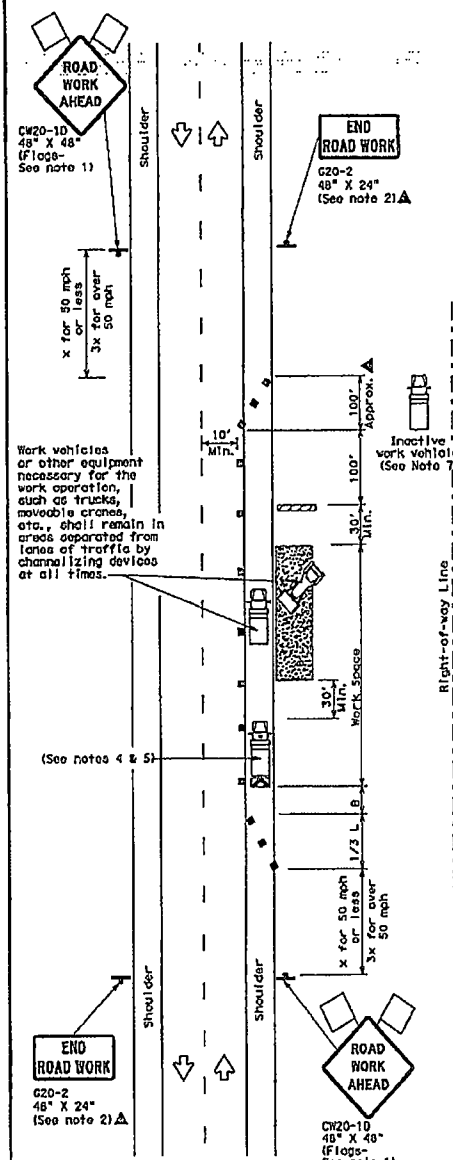
TCP (2-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (2-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (2-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

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

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

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

TYPICAL USAGE			
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY

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

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

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

TCP (2-1)-12

©1997 December 1995			
REV	DATE	BY	CHK
2-94	2-12	CNT	SEC
8-95		JOB	
1-97		QUANTITY	
6-98			
151			



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 9/26/2017
ITEM: Expenditure Journal Entries 16/17 090064
TO: Commissioners Court
DATE: 09/21/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

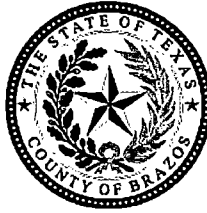
[batchinlBCfd35_18428.pdf](#)

Description

Expenditure Journal Entry

Type

Backup Material

**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 9/26/2017
ITEM: Expenditure Journal Entries 16/17 090064
TO: Commissioners Court
DATE: 09/21/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:**File Name**batchjnIBCfd35_18428.pdf**Description**

Expenditure Journal Entry

Type

Backup Material

APPROVED
A handwritten signature in black ink, appearing to read "Duane Peters", is written over the word "APPROVED".
Duane Peters
County Judge

Date
9/26/17

09/21/17
ACCOUNTING PERIOD: 12/17

BRAZOS COUNTY, TX
BATCH JOURNAL ENTRY EDIT LIST

PAGE 1

CONTROL NUMBER	J E NUMBER	DESCRIPTION	PERIOD/YR	HOLD				
RECORD	FUND	DIV/FUND	ACCOUNT	PROJECT	ACCOUNT	ITEM DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT
092117		090064	TRVL REIMB S. GILES	12/17	Y			
324211	0100	18000100	61801000			FT WORTH 9.12-15.17	240.30	
324212	0100	0100	20246800			FT WORTH 9.12-15.17		240.30
		TOTAL JOURNAL ENTRY					240.30	240.30
		TOTAL CONTROL NUMBER					240.30	240.30
		TOTAL REPORT					240.30	240.30



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 9/26/2017

ITEM:

- a. Billie & Carolyn Francis - Overpayment \$19.72
- b. Chase Bank % Corelogic Tax Service - Overpayment \$63.17
- c. Corelogic Tax Services - Overpayment \$7.96
- d. Thomas W. Grahm - Overpayment \$76.30

TO: Commissioners Court

DATE: 09/19/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Tax Refund Applications 9-26-17.pdf](#)

Description

Tax Refund Applications

Type

Cover Memo

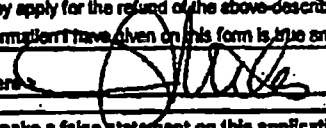
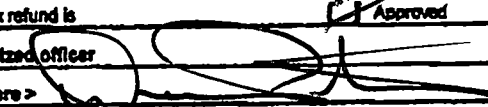
18

APPLICATION FOR TAX REFUND

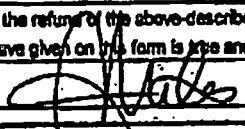
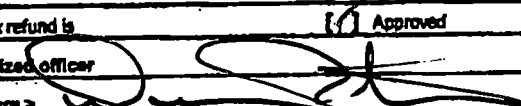
Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		Phone Number 979-775-9930	Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten Navasota ISD		
To apply for a tax refund, the taxpayer must complete the following:					
Step 1: Owner's name and address	BILLIE & CAROLYN FRANCIS				
	9249 LOCKE RD				
	BRYAN TX 77808-8535				
Step 2: Describe the property	Legal	THOMAS H BARRON-5 MOBILE HOME			
	Address	9249 LOCKE RD			
	Acct.#	97804			
Step 3: Give the tax payment information	<u>Name of Taxing unit</u>	<u>Tax Year</u>	<u>Date of</u>	<u>Amount</u>	<u>Refund amt</u>
		<u>of refund</u>	<u>Payment</u>	<u>Paid</u>	<u>Requested</u>
	Zrefund	2016	5/16/2017	\$22.87	\$19.72
	Taxpayer's reason for refund:		OP-Overpayment		
	Refund to		BILLIE & CAROLYN FRANCIS 9249 LOCKE RD BRYAN TX 77808		
Step 4: Sign the form and return	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here <i>Carolyn Francis</i>		date > 9-4-2017		
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5: Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	Authorized officer <i>[Signature]</i>				
	sign here >		date > 9/26/17		
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here >		date >		

DUP

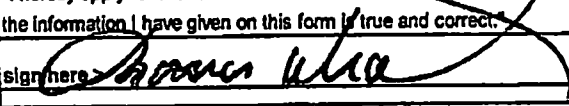
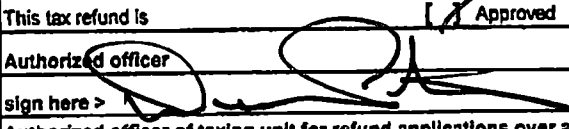
APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Killeen Navasota ISD																						
To apply for a tax refund, the taxpayer must complete the following:																								
Step 1: Owner's name and address	PANCHAPAKESAN RAJAGOPALAN 1984 FOXWORTHY AVE SAN JOSE, CA 95124-1509																							
Step 2: Describe the property	Legal SOUTHWOOD VALLEY PH 21A Address 1002 SAN SABA DR Acct.# 44006																							
Step 3: Give the tax payment information	<table border="1"><thead><tr><th>Name of Taxing unit</th><th>Tax Year of refund</th><th>Date of Payment</th><th>Amount Paid</th><th>Refund amt Requested</th></tr></thead><tbody><tr><td>Zrefund</td><td>2016</td><td>6/2/2017</td><td>\$3,631.80</td><td>\$63.17</td></tr><tr><td colspan="5">Taxpayer's reason for refund: OP-Overpayment</td></tr><tr><td colspan="5">Refund to CHASE BANK % CORELOGIC TAX SERVICE PO BOX 9202 COPPELL TX 75018</td></tr></tbody></table>				Name of Taxing unit	Tax Year of refund	Date of Payment	Amount Paid	Refund amt Requested	Zrefund	2016	6/2/2017	\$3,631.80	\$63.17	Taxpayer's reason for refund: OP-Overpayment					Refund to CHASE BANK % CORELOGIC TAX SERVICE PO BOX 9202 COPPELL TX 75018				
Name of Taxing unit	Tax Year of refund	Date of Payment	Amount Paid	Refund amt Requested																				
Zrefund	2016	6/2/2017	\$3,631.80	\$63.17																				
Taxpayer's reason for refund: OP-Overpayment																								
Refund to CHASE BANK % CORELOGIC TAX SERVICE PO BOX 9202 COPPELL TX 75018																								
Step 4: Sign the form and return	<p>I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct.</p> <p>sign here >  date > 09/19/17</p> <p>If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.</p>																							
Step 5: Tax refund determination	<p>This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved</p> <p>Authorized officer  date > 9/26/17</p> <p>sign here > _____ date > _____</p> <p>Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code</p> <p>sign here > _____ date > _____</p>																							

APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten			
Phone Number 979-775-8930					
To apply for a tax refund, the taxpayer must complete the following:					
Step 1: Owner's name and address	KURT NUFFELER				
	131 PARK WAY				
	MONTGOMERY TX 77356-9039				
Step 2: Describe the property	Legal 12 AT ROCK PRAIRIE PH 2 BLOCK 6 LOT 11				
	Address 3418 SUMMERWAY DR				
	Acct.# 396055				
Step 3: Give the tax payment information	Name of Taxing unit	Tax Year of refund	Date of Payment	Amount Paid	Refund amt Requested
	Zrefund	2016	4/24/2017	\$449.82	\$7.86
	Taxpayer's reason for refund: OP-Overpayment				
	Refund to CORELOGIC TAX SERVICES				
	ATTN: REFUNDS DEPT.				
PO BOX 9202					
COPPELL TX 75019					
Step 4: Sign the form and return	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here > 			date > 09/14/17	
	if you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5: Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	Authorized officer 			date > 9/26/17	
	sign here >				
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here >			date >	

APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		Phone Number 979-775-9930	Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten Navasota ISD	
To apply for a tax refund, the taxpayer must complete the following:				
Step 1:				
Owner's name	GRAHM THOMAS W			
and address	533 WILDER WAY			
	TYLER, TX 75703-9375			
Step 2:				
Describe the property	Legal FORESTRIDGE, LOT 3, ACRES 1.55			
	Address 14184 I & GN RD			
	Acct.#	102852	OR	Tax Receipt #
Step 3:				
Give the tax payment information	<u>Name of Taxing unit</u>	<u>Tax Year</u>	<u>Date of Payment</u>	<u>Amount Paid</u>
		<u>of refund</u>		<u>Requested</u>
	Zrefund	2016	8/18/2017	\$350.00
	TOTAL			\$76.30
	Taxpayer's reason for refund: OVERPAYMENT			
	Refund to: GRAHM THOMAS W			
	533 WILDER WAY TYLER, TX 75703-9375			
Step 4:				
Sign the form and Return	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."			
	sign here >			date > 9/14/17
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.			
Step 5:				
Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved			
	Authorized officer 			
	sign here >			date > 9/26/17
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code			
	sign here >			date >



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:
DATE OF COURT MEETING: 9/26/2017
ITEM: Budget Amendments FY 16/17 52.1 - 52.4
TO: Commissioners Court
FROM: Irene Jett
DATE: 09/20/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00
SOURCE OF FUNDS: Individual budget amendments specifies sources.
ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
52_Coversheet.pdf	52 Coversheet	Cover Memo
52.1.pdf	52.1 85th District Court	Backup Material
52.2.pdf	52.2 Jail	Backup Material
52.3.pdf	52.3 Brazos Center	Backup Material
52.4.pdf	52.4 Fleet Shop	Backup Material

BRAZOS COUNTY, TEXAS**BUDGET AMENDMENT(S) FOR THE 2016-2017 BUDGET YEAR****NO. 16/17 52.1 – 52.4**

On this the 26th day of September 2017 at a regular meeting of the Commissioners' Court, the following members were present:

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

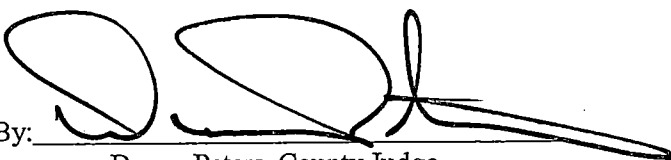
The following proceedings were held:

THAT WHEREAS, on 26th day of September 2017 the Court heard and approved a budget amendment for the 2016-2017 budget year for Brazos County, Texas; and

WHEREAS, expenditure is necessary due to the necessity to meet unusual and unforeseen conditions which could not be reasonably included in the original budget adopted 6 September 2016, the following amendment(s) to the original budget are hereby authorized, as described on the attached page(s).

ADOPTED AND APPROVED this the 26th day of September 2017.

THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.

By: 
Duane Peters, County Judge

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

**BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 16/17 - 52.1
9/26/2017**

[illegible]

Reallocation of funds to the appropriate accounts to pay for a sub court reporter on September 11-12, 2017.

Date: 9/19/2017

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

County Judge Approval Date 9/26/17

For Accounting Purposes Only						
FUND	DIV	ACCT	DR/CR	ACCOUNT NAME	Increase	Decrease
0100	22000100	61900000	CR	Visiting -Court Reporters		721.00
0100	22000100	51630000	DR	Hourly Part Time	591.00	
0100	22000100	53100000	DR	Social Security	45.00	
0100	22000100	53200000	DR	Retirement	83.00	
0100	22000100	53800000	DR	Workers Comp	2.00	

**BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 16/17 - 52.2
9/26/2017**

[illegible]

Reallocation of funds to the appropriate accounts to cover for overtime payout for the remainder of FY 17.

Date:

nm
9/14/2017

Department Approval

Date _____

County Judge Approval

Date _____

[illegible]


**BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 16/17 - 52.3
9/26/2017**

FUND	DEPARTMENT	DIVISION	CATEGORY DESCRIPTION		Increase	Decrease
General Fund	Commissioners' Court	Contingency	Departmental Support			13,000.00
General Fund	Brazos Center		Departmental Support		13,000.00	
Commissioners' Court and Brazos Center						

Reallocation of funds to the appropriate accounts to cover for utilities for the remainder of FY 17.

Date: 9/14/2017

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

 9/26/17
County Judge Approval Date

[illegible]

9/26/2017

R & B - Fleet Shop - Heavy Equipment

Date _____

[illegible]



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources NUMBER:
DATE OF COURT MEETING: 9/26/2017
ITEM: a. Personnel Action Forms for FY17
TO: Commissioners Court
DATE: 09/21/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[PAF_09-26-17.doc](#)

Description

Cover Sheet

Type

Cover Memo

20

**PERSONNEL
CHANGE OF STATUS REQUESTS**

Commissioner Court Date: September 26, 2017
Department Submitting Information: Human Resources
Purpose of Submissions: Consider and Take Action on Change Requests

Department Submitting Request(s)	Employee Request Applies To	Action Requested
Brazos Center	Pistler, Jodi L.	Change of Status
Constable, Precinct 2	McDermott, Christopher McDermott, Christopher Piccolo Jr., Tony	Employment Change of Status Employment
Fleet Services	Carroll, Shelvin	Separation
Juvenile Services – Detention	Vega, Perla B. Zuniga, Irma	Change of Status Separation
Road & Bridge	Martinez, Christopher Munger, Robert A.	Employment Separation
Sheriff's Office – Detention	Hawkins, I'Terrika D. Kirk, Robert C.	Change of Status Change of Status

Approved in Commissioners' Court: September 26, 2017 :

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: 9/26/2017
ITEM: b. Personnel Action Forms FY18
TO: Commissioners Court
DATE: 09/21/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[PAF_09-26-17_FY18.doc](#)

Description

Cover Sheet

Type

Cover Memo

**PERSONNEL
CHANGE OF STATUS REQUESTS**

<p>Commissioner Court Date: September 26, 2017 Department Submitting Information: Human Resources Purpose of Submissions: Consider and Take Action on Change Requests</p>

Department Submitting Request(s)	Employee Request Applies To	Action Requested
272 nd District Court	Montoya, Ernest J.	Change of Status
	Parker, Lisa L.	Change of Status
	Rodriguez, Connie	Change of Status
Constable, Precinct 4	Butler Jr., Isaac	Change of Status
	Harris, Kimberly	Change of Status
	Licon, Victor	Change of Status
	Reyes, Melissa	Change of Status
	Smith, Glenda	Change of Status
County Clerk	Baker, Debbie	Change of Status
	Barcelona, Cathy	Change of Status
	Cohen, Susie	Change of Status
	Davenport, Winstonia	Change of Status
	Garcia, Mary	Change of Status
	Green, Kim	Change of Status
	McQueen, Karen	Change of Status
	Moehlman, Amber	Change of Status
	Montalbano, Patsy	Change of Status
	Ocon, Rebecca	Change of Status
	Oliver, Michele	Change of Status
	Peters-Bowman, Ashlie	Change of Status
	Ramirez, Teresa	Change of Status
	Taplin, Pauline	Change of Status
	Waskow, Debbie	Change of Status
	Workman, Flo	Change of Status

County Judge	Gott, Myra	Change of Status
Elections Administration	Alston, Patricia R.	Separation
	Alston, Patricia R.	Employment
	Elliott, Victoria	Change of Status
	Hancock, Trudy	Change of Status
	Ocon, Krystal	Change of Status
	Schuetze, Kathy	Change of Status
	Tijerina, Norma	Change of Status
	Velasquez, Paul	Change of Status
	White, Regina	Change of Status
Exposition Complex	Cammack, Lonnie	Change of Status
	Chappel, Donny	Change of Status
	Kolbe, Clarence Carl	Change of Status
	Daily, Abraham	Change of Status
	Jackson, Angelia A.	Change of Status
	Lambert, Joshua M.	Change of Status
	Monarres, Gerardo	Change of Status
Fleet Services	Chadwick, Ken	Change of Status
	Luther, Greg	Change of Status
Heavy Fleet	Phallan, Shawn D.	Change of Status
Human Resources	Flores, Antonia	Change of Status
	Garica, Deyanira	Change of Status
	Mendez, Mary	Change of Status
	Salazar, Jennifer	Change of Status
	Sauseda, Monica	Change of Status
Juvenile – Academy	Galls, Gregory	Change of Status

Juvenile – Administration	Hein, Joel	Change of Status
	Hendricks, LaTonya	Change of Status
	Johnson, Christena	Change of Status
	Kasberg, Stacey	Change of Status
	McDaniel, Demetris	Change of Status
	Magyar, Melissa	Change of Status
	Mendiola-Washington, Guadalupe	Change of Status
	Piccolo, Barbara	Change of Status
	Roberts, Bobbie	Change of Status
	Taylor, Jannifer	Change of Status
	White, Melissa	Change of Status
	Wood, J G	Change of Status
	Vance, Charles D.	Change of Status
Juvenile – Detention	Bass, Darius	Change of Status
	Burns, Pamela J.	Change of Status
	Coffey, Christopher	Change of Status
	Gooden, Shatner	Change of Status
	Mable-Bazy, Kami	Change of Status
	Taylor, Sarai	Change of Status
Juvenile – JJAEP	Farris, Kari	Change of Status
	Truelove, Sharla	Change of Status
Juvenile – State Aid	Brown, Dexter	Change of Status
	Gray, Cornelius	Change of Status
	Norrid, Jeanie	Change of Status
Juvenile – TYC Parole	Calzada-Sanchez, Sandra	Change of Status
	Kuder, Nancy Jo	Change of Status
Road & Bridge	Alvarado, Manuel	Change of Status
	Arnold, Gary	Change of Status

Arredondo, Guadalupe	Change of Status
Bass, Anthony	Change of Status
Curtis, Alfred	Change of Status
Eldridge, Shawn	Change of Status
Greer, Kenny	Change of Status
Grisso, Johnathon	Change of Status
Hinton, Kimberlyn	Change of Status
Jones, Jon	Change of Status
Kolwes, Darrell	Change of Status
Lott, Megan	Change of Status
Matejka, Steven	Change of Status
Meadors, Ronnie	Change of Status
Reyna, Pedro	Change of Status
Talley, John	Change of Status
Telg, Darwin D.	Separation
Telg, Darwin D.	Employment
Telg, Darwin D.	Change of Status
Tyler, Karen	Change of Status
Villalpando, Roland	Change of Status
Villeda, Gregorio	Change of Status
Wade, Steven	Change of Status
White, Kenneth	Change of Status
Wilhelm, Wayne	Change of Status
Woods, Bobby	Change of Status

Sheriff's Office – Administration	Hernandez, Salomon	Change of Status
	Kirk, Christopher	Change of Status
	Wilcox, David	Change of Status

Sheriff's Office – Commissary	Townsend, Christopher	Change of Status
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Sheriff's Office – Detention	Alford, Christian	Change of Status
	Allen, Michael	Change of Status
	Arjon, Jesse	Change of Status

Barratt, Jerry	Change of Status
Bartolomei, Anna-Marie	Change of Status
Belangeri, Abigail	Change of Status
Bennatt, James	Change of Status
Blasienz, Andrew	Change of Status
Booker, Daryl	Change of Status
Boone, Brian	Change of Status
Bowser, Melvin	Change of Status
Boxley, Ahnjayla	Change of Status
Bradley, Lawonder	Change of Status
Brinson, Dustin	Change of Status
Brown, Christopher	Change of Status
Brune, Karl	Change of Status
Bustos-Lozano, Juan	Change of Status
Butler, Patricia	Change of Status
Calhoun, Michael	Change of Status
Camper, Aaron	Change of Status
Castro, Joel	Change of Status
Chambers, Doug	Change of Status
Charles, Jarred A.	Change of Status
Conover, Ryan	Change of Status
Contreras, Joseluis	Change of Status
Cook, Laura	Change of Status
Currie, Michael	Change of Status
Daily, Bethany	Change of Status
Day, Michael	Change of Status
DeJesus, Servando	Change of Status
Dicky, Wayne	Change of Status
Donaldson, Dillon	Change of Status
Dozier, Kelly	Change of Status
Ellsworth, Tucker	Change of Status
Felder, LaTonya	Change of Status
Felix-Rodriguez, Monica	Change of Status
Figueroa, Jose	Change of Status

Frodge, Celia	Change of Status
Gibbs, Myrtle	Change of Status
Grawl, Edward	Change of Status
Greiner, Christopher	Change of Status
Gunn, Zachary	Change of Status
Hamilton, Tracy	Change of Status
Harrison, William	Change of Status
Harvey, Terri	Change of Status
Henley, Damon	Change of Status
Henry, Clarence	Change of Status
Hernandez, Joshua	Change of Status
Hinton, Blake	Change of Status
Hodge, Melrita	Change of Status
Ivey, Zachary	Change of Status
Jackson, Adrian	Change of Status
Jackson, Belinda	Change of Status
James, Robert	Change of Status
Jones, Charles V.	Change of Status
Jurk, Elizabeth	Change of Status
Kmiec, Kennan	Change of Status
Ledyard, Holt	Change of Status
Lyle, Sidney	Change of Status
McClure, William	Change of Status
Marinari, Justin	Change of Status
Matott, Michael	Change of Status
Miles, An'Tanisha	Change of Status
Mitchell, James	Change of Status
Moore, Wayne	Change of Status
Nance, Ricky	Change of Status
Neveu, Albert	Change of Status
O'Brien, Austin	Change of Status
Osburn, Macy	Change of Status
Pace, Lonnie	Change of Status
Pena, Corando	Change of Status

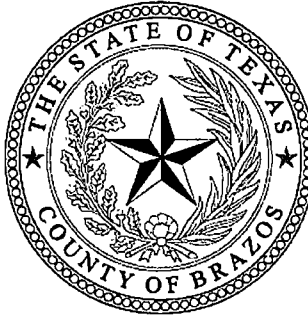
Plagens, Daryl	Change of Status
Preston, Mary	Change of Status
Reyes, Daniel	Change of Status
Riordan, Marc	Change of Status
Rodriguez, Javier	Change of Status
Roop, Amanda	Change of Status
Rosser, Carolyn	Change of Status
Sanders, Richard	Change of Status
Schmidt, Jeremiah	Change of Status
Schott, Michael R.	Change of Status
Scott, Jeff	Change of Status
Seegers, Robert	Change of Status
Shannon, Tammy	Change of Status
Silva, Daniel	Change of Status
Slang, Sandra	Change of Status
Smith, Sheldon	Change of Status
Sparks, Telecia	Change of Status
Stuart, Kevin	Change of Status
Stubblefield, Nicholas	Change of Status
Sullivan, Carl	Change of Status
Sweatt, Robert	Change of Status
Thomas, Elizabeth	Change of Status
Thomas, Mary Ann	Change of Status
Tomas, Cynthia	Change of Status
Vaughn, Christopher	Change of Status
Velasquez, Dennis	Change of Status
Walker, Reginald	Change of Status
Waller, Courtney	Change of Status
Walley, Catherine	Change of Status
Weichert, Jonathon	Change of Status
Williams, DeElla	Change of Status
Wilson, Kenneth	Change of Status
Winn, Jim	Change of Status
Wooley, Wanda	Change of Status

Sheriff's Office – Jail Medical	Coleman, Kyle L.	Change of Status
	Croucher, Rebecca L.	Change of Status
	Hail, Glenda S.	Change of Status
	Hudson, Lane C.	Change of Status
	McGovern, Ronald	Change of Status
	Mobley, Mathew E.	Change of Status
	Wright, Kathryn	Change of Status
	Ziegelmann, Michelle	Change of Status
Tax Office	Alejandro, Jodi	Change of Status
	Barrington, Jeanette M.	Change of Status
	Bevers, Thomas A.	Change of Status
	Brunson, Kristina	Change of Status
	Chavez-Valdovinos, Berenice	Change of Status
	Emerson, Laura J.	Change of Status
	French, Connie M.	Change of Status
	Golson, Patricia	Change of Status
	Harris, Sireesha T.	Change of Status
	Hartman, Victoria L.	Change of Status
	Hines, Angela	Change of Status
	Hitchcock, Karlis R.	Change of Status
	Johnson, Linda	Change of Status
	Leonard, Melissa	Change of Status
	Lopez, Ana Arriola	Change of Status
	McAdam, Niki	Change of Status
	Mauricio, Veronica	Change of Status
	Mejias, Michelle R.	Change of Status
	Moncivais, Cindy	Change of Status
	Moore, Tommie	Change of Status
	Oglesby, Stacie	Change of Status
	Ontiveros, Devin	Change of Status
	Radke, Tracy	Change of Status
	Rios, Desiree	Change of Status

Rivera-Palma, Vanesa	Change of Status
Robles, Josephina	Change of Status
Rodriguez, Maria	Change of Status
Roe, Dorye K.	Change of Status
Smith, Shelley R.	Change of Status
Taplin-Sweed, Yolanda	Change of Status
Taylor, Reta M.	Separation
Taylor, Reta M.	Employment
Westbrook, Roger	Change of Status
Williams, Jakeith	Change of Status
Williams, Lequnia	Change of Status
Williamson, Pamela Sue	Change of Status

Approved in Commissioners' Court: September 26, 2017 :

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



BRAZOS COUNTY
BRYAN, TEXAS

CLAIMS

COMMISSIONERS COURT MEETING: **September 26, 2017**

CLAIM TO BE PAID BY BRAZOS COUNTY:

CLAIM # **7159676** *Thru* CLAIM # **7159865**

The Court voted unanimously to approve these Claims as submitted.

Duane Peters
County Judge

Karen McQueen
County Clerk