



MINUTES

OCTOBER 10, 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, October 10, 2017 with the following members of the Court present:

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

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

1. Invocation and Pledge of Allegiance

U.S. and Texas Flag - Commissioner Cauley

The Court observed a moment of silence in honor of Chaplin G. H. Jones.

2. Call for Citizen input and/or concerns

There was no citizen's input.

Consider and take action on agenda items 3-30:

3. Proclamation 17-028 declaring October as Healthy Babies Month.

The Court voted unanimously to adopt Proclamation 17-028 designating the month of October as Healthy Babies Month. The Court commends the Prenatal Clinic on promoting healthy moms and healthy babies throughout the community.

A copy of the proclamation is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

4. Order 17-011 Directing the Payroll Fund to the General Fund of Brazos County.

A copy of the order is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Irma Cauley. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

5. Reappointment of the following as fire commissioners for Brazos County Emergency Service District #4; term of appointments are 1/1/2018 to 12/31/2019:
 - a. Steve Godby
 - b. Scott Hill

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

6. Acceptance of donated property or unclaimed clothing and miscellaneous property left by inmates leaving the Brazos County Jail.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Irma Cauley. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

7. Payment Authorization to the Green Teams, Inc. in the amount of \$380.00; amount exceeds purchase order that was in place.

This payment authorization was requested by Facility Services.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

8. Payment Authorization to Aggieland Tire Repair & Road Service in the amount of \$135.00 to pay for after hours roadside assistance on 9/20/2017; a purchase order could not be obtained in advance.

This payment authorization was requested by Constable, Precinct 2.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Steve Aldrich. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

9. Approval of Non-Profit application for the Brazos County Inmate Work Crew Labor force to work the Aggieland Humane Society on October 21, 2017 to assist with moving and setting up the equipment for the Weinerfest 2017 at the Wolf Creek Pen Creek Amphitheater.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

10. Request for Out of State Travel for Jail Administrator Wayne Dicky to the American Jail Association Meeting in St. Louis MO; dates of travel are October 17-20, 2017.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Irma Cauley. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

11. Approval of the following job descriptions:
- a. Class Code 0832, Position 9 - Temporary Attendant, Building & Grounds for Expo Complex
 - b. Class Code 2667 - Temp. Laborer, Seasonal for Road & Bridge
 - c. Class Code 1444 - Telecommunications Officer for Sheriff's Office

A copy of the job descriptions is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Irma Cauley. Other. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

12. Interlocal Agreement with the Bryan Independent School District for the Read by Third Program for FY 2018.

A copy of the agreement is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

13. Consider and take action for the agreement for the payment of Brazos County funds in the amount of \$25,000.00 to be used by Experience Bryan College Station (formally Bryan/College Station CVB) to be used to promote tourism for the Brazos County Expo.

A copy of the agreement is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Steve Aldrich. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

14. Funding Agreement with the Brazos Valley Food Bank, Inc. for FY 2018.

A copy of the funding agreement is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

15. Agreement with PFM Management LLC to serve as Investment Advisor in connection with structuring the escrow related to our Limited Tax Refunding Bonds, Series 2017

A copy of the agreement is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Steve Aldrich. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

16. Consider and take possible action on a contract with TrueCore Behavioral Solutions LLC, (formerly G4S-The Oaks Brownwood) for juvenile residential services.

A copy of the contract is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

17. Consider and take action on the agreement for use of Brazos County Funds by and between Brazos Valley Fair and Rodeo and County of Brazos, State of Texas

A copy of the agreement is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Steve Aldrich. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

18. Contract # 18-015 with Argyle Security for security system maintenance at Brazos County Detention Center.

A copy of the contract is attached.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

19. Approval of contract # 18-024 with Cummins Allison for preventative maintenance on 2 jet scanners.

A copy of the maintenance agreement is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Steve Aldrich. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

20. County roadway/lane closures to accommodate the Buffalo Stampede Half Marathon and 5K Race scheduled for Saturday, October 14, 2017 from 7:30 am to 11 am; event route will affect Bird Pond Road. Site is located in Precinct 2.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Steve Aldrich. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

21. Request permission to enter private property owned by Kathy Jane Martin Trimble on Merka Road 0.45 mile southeast of Old Reliance Road. County will fill in old pond and cut down dam for a more manageable ditch back slope. Work is being done for future improvements to Merka Road. Site is located in Precinct 2.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Irma Cauley. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

22. Final Plat of Ada Estates; Block 1, Lots 1-9; 9.506 Acres; T.W. Blake League, A-6; Brazos County, Texas. Site is located in Precinct 2.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Steve Aldrich. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

23. Consider and take action on the Frontier Communications utility permit to conduct 2 – 60' bores under McAllester Lane in order to relocate 315 feet of 25 pair cable to the north side of roadway. Frontier is relocating the line to avoid County's work area for future repairs to roadway. Site is located in Precinct 4.

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

24. Approval of the Treasurer's Report for August 2017.

The Court voted unanimously to receive, approve and order filed as submitted the Treasurer's report for August 2017. A copy is attached and made a part of these minutes.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Steve Aldrich. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

25. a. Expenditure Journal Entries FY 16/17 130033-130041
b. Expenditure Journal Entries FY 17/18 100001-100003

A copy is attached.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Irma Cauley. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

26. Tax Refund Applications for the following:

- a. Quest Diagnostics - Overpayment \$646.21

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

27. Commissioners Court minutes for the following dates:

- a. September 5, 2017 - Regular Meeting
- b. September 12, 2017 - Regular Meeting
- c. September 18, 2017 - Workshop Session
- d. September 19, 2017 - Regular Meeting
- e. September 26, 2017 - Regular Meeting

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

28. Budget Amendments.

a. Budget Amendments FY 16/17 54.1

54.1 To recognize revenue for the TJJD State Aid Grant.

b. Budget Amendments FY 17/18 2.1 - 2.3

2.1 Reallocate funds for the Hotel Occupancy Tax Fund.

2.2 Transfer funds from General Capital Improvement Fund to Information Technology.

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

Motion: , Moved by Commissioner Nancy Berry, Seconded by Commissioner Irma Cauley. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

29. Personnel Change of Status.

Personnel Action Forms

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

Motion: Approve, Moved by Commissioner Irma Cauley, Seconded by Commissioner Nancy Berry. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

30. Payment of Claims.

Claims 7160083-7160321

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Irma Cauley. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

ADDENDUM

At this point the County Judge deviated from the agenda and considered item 1 of an Addendum to the Agenda to consider the sale or use of 1.823 acres of land owned by Brazos County on FM 159.

Judge Peters stated that it was recently discovered that Brazos County owns this tract of land and said he recommends moving forward to sell this property.

On motion by Commissioner Aldrich, seconded by Commissioner Berry the Court voted unanimously to approve the sale of the property.

Motion: Approve, Moved by Commissioner Steve Aldrich, Seconded by Commissioner Nancy Berry. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

A motion was then offered by Commissioner Berry to appoint Bruce Erratt as commissioner to oversee the sale of the property. The motion was seconded by Commissioner Cauley.

County Auditor Katie Conner questioned if the Court could vote to appoint a commissioner without specific language for it on the agenda.

Civil Counsel Bruce Erratt answered stating that it is included as part of agenda item # 1 of the addendum.

The motion passed unanimously.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Irma Cauley. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

The Court then considered item 2 of the Addendum to the Agenda to approve the pricing proposal for the appraisal of approximately 1.823 acres of Brazos County land.

A motion was made by Commissioner Berry to approve the appraisal pricing of \$1,800.00 for Kennedy Holtkamp, Inc. The motion was seconded by Commissioner Cauley and passed unanimously.

Motion: Approve, Moved by Commissioner Nancy Berry, Seconded by Commissioner Irma Cauley. Passed. 4-0. Ayes: Aldrich, Berry, Cauley, Peters. Absent: Catalena.

31. Sheriff's report on inmate population.

Wayne Dicky, Jail Administrator stated there were 654 inmates in jail, 554 inmates are male and 100 are female, 53 have electronic monitors and 12 are pending for monitors.

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

Commissioner Berry announced that along with the Buffalo Stampede this weekend there is also the 2017 Walk to End Alzheimer's on Saturday, October 14, 2017 at the Wolf Pen Creek Amphitheater.

Commissioner Cauley announced that funeral services for Chaplin G. H. Jones will be on Saturday, October 14, 2017 at 11:00 a.m. at Christ the Good Shepherd Church located at 600 South Coulter Drive in Bryan.

Judge Peters stated that the Court will be participating in a Public Hearing today at 10:30 a.m.

33. Call for Citizen input and/or concerns

There was no citizen's input.

34. Adjourn.

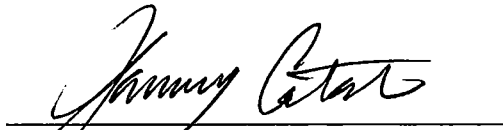
The foregoing minutes of the Commissioners Court meeting held October 10, 2017 have been examined and are approved in open Court this 7th day of November, 2017, in Bryan, Brazos County, Texas .



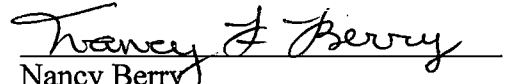
Duane Peters
County Judge



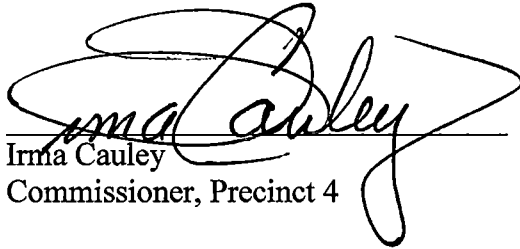
Steve Aldrich
Commissioner, Precinct 1



Sammy Catalena
Commissioner, Precinct 2



Nancy Berry
Commissioner, Precinct 3

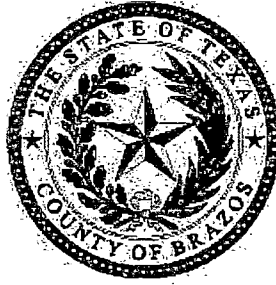


Irma Cauley
Commissioner, Precinct 4

Attest:



Karen McQueen
County Clerk



**BRAZOS COUNTY
BRYAN, TEXAS**

NOTICE OF MEETING AND AGENDA

FILED
2017 OCT -6 P 2:42

KAREN McQUEEN, COUNTY CLERK
BRAZOS COUNTY, BRYAN, TEXAS
BY: *Jeremy* DEPUTY

Ramirez

BRAZOS COUNTY COMMISSIONERS COURT

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

-
1. Invocation and Pledge of Allegiance
U.S. and Texas Flag - Commissioner Cauley
 2. Call for Citizen input and/or concerns

Consider and take action on agenda items 3-30:

3. Proclamation 17-028 declaring October as Healthy Babies Month.
4. Order 17-011 Directing the Payroll Fund to the General Fund of Brazos County.
5. Reappointment of the following as fire commissioners for Brazos County Emergency Service District #4; term of appointments are 1/1/2018 to 12/31/2019:
 - a. Steve Godby
 - b. Scott Hill
6. Acceptance of donated property or unclaimed clothing and miscellaneous property left by inmates leaving the Brazos County Jail.
7. Payment Authorization to the Green Teams, Inc. in the amount of \$380.00; amount exceeds purchase order that was in place.
8. Payment Authorization to Aggieland Tire Repair & Road Service in the amount of \$135.00 to pay for after hours roadside assistance on 9/20/2017; a purchase order could not be obtained in advance.
9. Approval of Non-Profit application for the Brazos County Inmate Work Crew Labor force to work the Aggieland Humane Society on October 21, 2017 to assist with moving and setting up the equipment for the Weinerfest 2017 at the Wolf Creek Pen Creek

Amphitheater.

10. Request for Out of State Travel for Jail Administrator Wayne Dicky to the American Jail Association Meeting in St. Louis MO; dates of travel are October 17-20, 2017.
11. Approval of the following job descriptions:
 - a. Class Code 0832, Position 9 - Temporary Attendant, Building & Grounds for Expo Complex
 - b. Class Code 2667 - Temp. Laborer, Seasonal for Road & Bridge
 - c. Class Code 1444 - Telecommunications Officer for Sheriff's Office
12. Interlocal Agreement with the Bryan Independent School District for the Read by Third Program for FY 2018.
13. Consider and take action for the agreement for the payment of Brazos County funds in the amount of \$25,000.00 to be used by Experience Bryan College Station (formally Bryan/College Station CVB) to be used to promote tourism for the Brazos County Expo.
14. Funding Agreement with the Brazos Valley Food Bank, Inc. for FY 2018.
15. Agreement with PFM Management LLC to serve as Investment Advisor in connection with structuring the escrow related to our Limited Tax Refunding Bonds, Series 2017
16. Consider and take possible action on a contract with TrueCore Behavioral Solutions LLC, (formerly G4S-The Oaks Brownwood) for juvenile residential services.
17. Consider and take action on the agreement for use of Brazos County Funds by and between Brazos Valley Fair and Rodeo and County of Brazos, State of Texas
18. Contract # 18-015 with Argyle Security for security system maintenance at Brazos County Detention Center.
19. Approval of contract # 18-024 with Cummins Allison for preventative maintenance on 2 jet scanners.
20. County roadway/lane closures to accommodate the Buffalo Stampede Half Marathon and 5K Race scheduled for Saturday, October 14, 2017 from 7:30 am to 11 am; event route will affect Bird Pond Road. Site is located in Precinct 2.
21. Request permission to enter private property owned by Kathy Jane Martin Trimble on Merka Road 0.45 mile southeast of Old Reliance Road. County will fill in old pond and cut down dam for a more manageable ditch back slope. Work is being done for future improvements to Merka Road. Site is located in Precinct 2.
22. Final Plat of Ada Estates; Block 1, Lots 1-9; 9.506 Acres; T.W. Blake League, A-6; Brazos County, Texas. Site is located in Precinct 2.
23. Consider and take action on the Frontier Communications utility permit to conduct 2 – 60' bores under McAllester Lane in order to relocate 315 feet of 25 pair cable to the north side of roadway. Frontier is relocating the line to avoid County's work area for future repairs to roadway. Site is located in Precinct 4.
24. Approval of the Treasurer's Report for August 2017.
25. a. Expenditure Journal Entries FY 16/17 130033-130041
b. Expenditure Journal Entries FY 17/18 100001-100003
26. Tax Refund Applications for the following:
 - a. Quest Diagnostics - Overpayment \$646.21

27. Commissioners Court minutes for the following dates:

- a. September 5, 2017 - Regular Meeting
- b. September 12, 2017 - Regular Meeting
- c. September 18, 2017 - Workshop Session
- d. September 19, 2017 - Regular Meeting
- e. September 26, 2017 - Regular Meeting

28. Budget Amendments.

a. Budget Amendments FY 16/17 54.1

b. Budget Amendments FY 17/18 2.1 - 2.3

29. Personnel Change of Status.

Personnel Action Forms

30. Payment of Claims.

31. Sheriff's report on inmate population.

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

33. Call for Citizen input and/or concerns

34. 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:

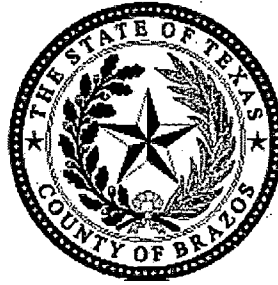
1. cancellation of a speaker's time;
 2. removal from the Commissioners Court;
 3. a Contempt Citation; and/or
 4. such other and/or criminal sanctions as may be authorized
- under the Constitution, Statutes and Codes of the State of Texas.

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
BRYAN, TEXAS**

NOTICE OF ADDENDUM

BRAZOS COUNTY COMMISSIONERS COURT

In addition to the Regular Meeting, the Commissioners Court will consider and take action on the following item(s):

MEETING DATE: October 10, 2017
MEETING TIME: 10:00 AM
MEETING PLACE: Commissioners Courtroom of the County Administration Building,
200 S. Texas Ave., Suite 106, Bryan, Texas.

-
1. Consider and take action on the sale or use of 1.823 acres of land owned by Brazos County on F.M. 159.
 2. Approval of pricing proposal for the appraisal of approximately 1.823 acres of Brazos County land.

The Commissioners Courtroom of the County Administration Building, 200 S. Texas Ave., Suite 106, Bryan, Texas, 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.

FILED

2017 OCT -6 P 3:30

KAREN McQUEEN, COUNTY CLERK
BRAZOS COUNTY, BRYAN, TEXAS
BY: *Juan*, DEPUTY
Ramirez

BRAZOS COUNTY COMMISSIONER'S COURT

10th DAY OF October, 2017
10:00 AM PM, _____

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)

Bethany Jones

Katie Conner

Megan Mason

Cheryl Coffman

Drew

LAURA T DAVIS

Kristeen Roe

Jennifer Salazar

KENNETH ROBERTSON

Gina Mosavi

Paresa Mosavi

Mike Mosavi

Don Quarles

Drew

Jesse Butcher

Candy Vallego

CJ

Auditor

Auditor

Comm. Court

BCL Pct 2

TREAS

Tax A/C

HR

Bryan Auto Recycling

Bryan Auto Recycling

Bryan Auto Recycling

Bryan Auto Recycling

Expo

S. H. H. Engineering

Candice Pct 4

Comm. Court

BRAZOS COUNTY COMMISSIONER'S COURT

10th DAY OF October, 2017
 AM/PM,

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)

Shou Workman
Ed Smith
Wayne Dickey
Jerena Ramey
Ed Bull
Michelle Meade
Nina Means
Dannell Kolwer
Brooke Reichart
Bill Oliver
WM. CHARLES WENDT
Robert Smith
Megan Loft
Kim Hunter
Sharon Hall

County Clerk's Office
CAH
SO
Co. Clerk's Office
CA
BCCM
Budget
R&B
Justice of Peace (Internship)
WTAU
PURCH.
Bryan Anta Recycling
Road & Bridge
R&B
BCSO



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 10/10/2017
ITEM: Proclamation 17-028 declaring October as Healthy Babies Month.
TO: Commissioners Court
DATE: 10/05/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available



Proclamation


Healthy Babies Month


- WHEREAS** After hard work and planning, The Prenatal Clinic in Brazos County opened its doors in December 1985 as a 501(c)(3) non-profit agency. This was a long-awaited “dream come true” for both the concerned citizens who helped establish the clinic and for the women and babies who needed it the most; and
- WHEREAS** In 1986, the first full year of operation, the clinic served 564 patients. In 2016, the Prenatal Clinic saw more than 700 unduplicated patients resulting in 5,400 clinic visits. In all, more than 20,000 women have been served since the clinic opened; and
- WHEREAS** Multiple studies report that early and comprehensive prenatal care prevents infant deaths and disabilities. The Prenatal Clinic’s experience in Brazos County supports these studies. The Prenatal Clinic provides this essential medical service to the women of Brazos County and the six surrounding counties.; and
- WHEREAS** The mission of the Prenatal Clinic is to provide community based prenatal care and education to medically indigent and low-income residents of the Brazos Valley, reduce illness and death associated with prenatal and perinatal periods, to reduce the number of low birth weight infants and rate of newborn mortality, and deliver services in a manner that promotes human dignity, respects cultural and individual differences, and preserves freedom of choice, while maintaining individual confidentiality; and
- WHEREAS** Since the Prenatal Clinic’s opening, Brazos County has gone from having one of the worst records for perinatal and infant mortality rates, to having one of the best in the state. The Prenatal Clinic’s focus on promoting healthy moms and healthy babies has contributed to a healthier community.

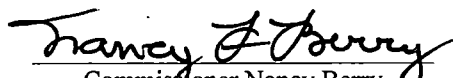
NOW, THEREFORE, BE IT PROCLAIMED that the Brazos County Commissioners Court does hereby recognize October 2017 as:

Healthy Babies Month

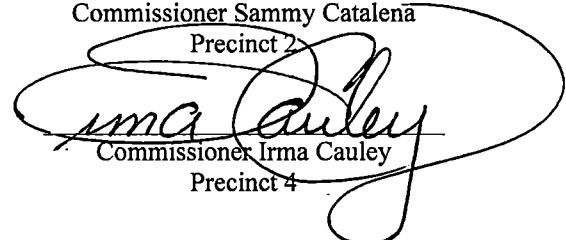
PROCLAIMED this 10th day of October, 2017.


 Duane Peters
 County Judge


 Commissioner Steve Aldrich
 Precinct 1


 Commissioner Nancy Berry
 Precinct 3

Absent
 Commissioner Sammy Catalena
 Precinct 2


 Commissioner Irma Cauley
 Precinct 4



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 10/10/2017
ITEM: Order 17-011 Directing the Payroll Fund to the General Fund of Brazos County.
TO: Commissioners Court
DATE: 10/02/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

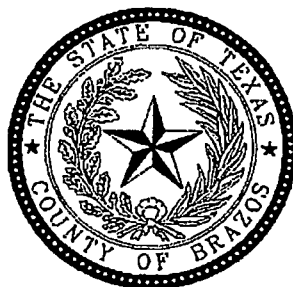
[DOC005.PDF](#)

Description

Order 17-011

Type

Resolution Letter



BRAZOS COUNTY
BRYAN, TEXAS

ORDER NO. 17-011
DIRECTING THE PAYROLL FUND TO THE GENERAL FUND

IT IS HEREBY ORDERED by the Commissioners Court of Brazos County that all money that would otherwise be deposited in a salary fund created under Chapter 154 of the Local Government Code shall be deposited in the general fund of Brazos County. This Order is adopted pursuant to §154.007 of the Local Government Code.

ADOPTED this 10th day of October, 2017 by a vote of 4 ayes and 0 nays.

Duane Peters
County Judge

ATTEST:

Karen McQueen
County Clerk

Pyi J. Lowman
Chief Deputy



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 10/10/2017

ITEM: Reappointment of the following as fire commissioners for Brazos County Emergency Service District #4; term of appointments are 1/1/2018 to 12/31/2019:

- a. Steve Godby
- b. Scott Hill

TO: Commissioners Court

DATE: 10/05/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available



BRAZOS COUNTY
BRYAN, TEXAS

COMMITTEE/BOARD REAPPOINTMENT

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

Steve Godby


as a

Fire Commissioner

to the

Brazos County Emergency Service District #4

**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

Scott Hill

as a

Fire Commissioner

to the

Brazos County Emergency Service District #4

**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. To the right of the signature, the date "12/10/17" is handwritten.

Duane Peters
County Judge

Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Brazos County Office of the Sheriff
- Detention Center

NUMBER:

DATE OF COURT MEETING: 10/10/2017

ITEM: Acceptance of donated property or unclaimed clothing and miscellaneous property left by inmates leaving the Brazos County Jail.

TO: Commissioners Court

FROM: Mr. Wayne Dicky, CJM, CCE

DATE: 10/04/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

REQUIREMENTS: Approval of Donated/Awarded Property-see attached forms

ACTION REQUESTED OR
ALTERNATIVES: Approval

ATTACHMENTS:

File Name

[Donation of County Property 2017-0920.pdf](#)

Description

Forms of Donated property dated 9/20/17

Type

Cover Memo



6

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

Date: 09/20/17

☐ Acceptance of Donated/Awarded Property
(Awarded property requires signed court documentation)

☐ Donation of County Property

☒ Acceptance of Donated Inmate Property
(Requires signed inmate documentation – NO VALUE ASSESSED)

Item Description: _____

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

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

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

Additional Description/Information: Clothing, Jewellery, Electronics and other misc items left by inmates
leaving the Brazos County Detention Center in the month of August.

Estimated Value: _____

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

Acceptance of Donated Property	Donation of County Property
<p>Check the appropriate account based on estimated value of property being accepted:</p> <p><input type="checkbox"/> 61235000 (Donation - Other)*</p> <p><input type="checkbox"/> 60010000 (No Asset Tag - Under \$500)</p> <p><input type="checkbox"/> 67010000 (Minor Property - \$500 - \$4999)</p> <p><input type="checkbox"/> 80010000 (Capital Property - Over \$5000)</p>	<p>Check the appropriate entity property being donated to:</p> <p>Government Entity: <u>Brazos County Sheriff's Office</u> Organization Name</p> <p>Other (Due to Statutory requirements prior approval is required by Purchasing: <u>Brazos County Sheriff's Office</u> Organization Name</p>

*Donation - Other to be used for funds donated to Brazos County for use of a non-county expenditure.

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

Requesting Department: Brazos County Sheriff's Office
Department Name

Michael Gerni
Authorized Signature

Organization Receiving Donated Property: Michael Gerni
Authorized Signature

Approved by Commissioners Court on this 10th day of October, 2017.

[Signature]
Commissioners Court Approval



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Facility Services NUMBER:

DATE OF COURT MEETING: 10/10/2017

ITEM: Payment Authorization to the Green Teams, Inc. in the amount of \$380.00; amount exceeds purchase order that was in place.

TO: Commissioners Court

FROM: Ernest Stutts

DATE: 10/03/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Payment Authorization to GreenTeams Inc..pdf	Payment Authorizaion	Cover Memo

7

Division: 17000200
10/3/2017

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
9/30/2017	97298	Invoice exceeded amount of Purchase Order	1	\$ 380.00	\$ 380.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
FREIGHT TOTAL					\$ 380.00

FUND	DIVISION	ACCOUNT	PROJECT #	AMOUNT
	17000200	71080000		\$380.00
			TOTAL	\$380.00

PLEASE SEND TO AUDITOR'S OFFICE



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Fleet Services NUMBER:

DATE OF COURT MEETING: 10/10/2017

ITEM: Payment Authorization to Aggieland Tire Repair & Road Service in the amount of \$135.00 to pay for after hours roadside assistance on 9/20/2017; a purchase order could not be obtained in advance.

TO: Commissioners Court

FROM: Gail Davis

DATE: 10/03/2017

FISCAL IMPACT: True

BUDGETED: True

DOLLAR AMOUNT: \$135.00

BUDGET DETAIL: 11100000-65950000

ACTION REQUESTED OR ALTERNATIVES: Requesting approval of a payment authorization to Aggieland Tire Repair & Road Service in the amount of \$135.00 to pay for after hours roadside assistance on 9/20/2017; a purchase order could not be obtained in advance.

ATTACHMENTS:

File Name

[PA.pdf](#)

Description

PA

Type

Cover Memo



BRAZOS COUNTY
Payment Authorization

Vendor #:	<u>92204</u>	Division:	<u>11100000</u>
Pay to:	<u>AGGIELAND TIRE REPAIR & ROAD SVC.</u>	Today's Date:	<u>10/3/2017</u>
Address:	<u>P.O. BOX 2811</u>		
	<u>BRYAN, TX 77805</u>		

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

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
9/20/2017	312958	AFTER HOURS FLAT REPAIR	1	135.00	135.00

"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** \$ **135.00**

FUND	DIVISION	ACCOUNT	PROJECT#	AMOUNT
0100	1110000	6595000		\$ 135.00

DDW
Requisitioned By

[Signature]
Approved/County Judge

TOTAL \$ 135.00

Approved/County Auditor



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Brazos County Office of the Sheriff
- Detention Center

NUMBER:

DATE OF COURT MEETING: 10/10/2017

ITEM: Approval of Non-Profit application for the Brazos County Inmate Work Crew Labor force to work the Aggieland Humane Society on October 21, 2017 to assist with moving and setting up the equipment for the Weinerfest 2017 at the Wolf Creek Pen Creek Amphitheater.

TO: Commissioners Court

FROM: Mr. Wayne Dicky, CJM, CCE

DATE: 10/04/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

REQUIREMENTS: Approval and signature

ACTION REQUESTED OR
ALTERNATIVES: Approval and signature

ATTACHMENTS:

File Name

[Aggieland-HumaneSociety-2017-1021.pdf](#)

Description

Application for Non-Profit Organization

Type

Cover Memo



Brazos County Office of the Sheriff Request for Work Crew Assignment

The Brazos County Office of the Sheriff has reviewed the application for assignment of a work crew.

- ☒ The type of labor and task requested is appropriate for work crew assignment. It is hereby requested that this application be placed on the agenda for the Brazos County Commissioners Court consideration of approval.
- ☐ The type of labor and task requested is not appropriate for work crew assignment. It is hereby requested that this application not be placed on the agenda for the Brazos County Commissioners Court consideration of approval.

Signature

Title

Jail Administrator

Date

10/2/17



Brazos County Commissioners Court Approval for Work Crew Assignment

The Brazos County Commissioners Court has received the recommendation from the Brazos County Office of the Sheriff and has determined that the above non-profit organization provides a public service to the county or to a political subdivision located in whole or in part in the county. This approval for work crew assignment is valid effective from the date approved below through December 31st of the calendar year.

Approved by Commissioners Court on:

10/10/17

County Judge

Date

10/10/17



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Brazos County Office of the Sheriff
- Detention Center

NUMBER:

DATE OF COURT MEETING: 10/10/2017

ITEM: Request for Out of State Travel for Jail Administrator Wayne Dicky to the American Jail Association Meeting in St. Louis MO; dates of travel are October 17-20, 2017.

TO: Commissioners Court

FROM: Mr. Wayne Dicky, CJM, CCE

DATE: 10/04/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

REQUIREMENTS: Approval

NOTES/EXCEPTIONS: Lodging, airfare, and some meals will be paid by the American Jail Association.

ACTION REQUESTED OR
ALTERNATIVES: Approval

ATTACHMENTS:

File Name

[Out-Of-State-WDICKY-2017--17-20.pdf](#)

Description

Requesting Memo

Type

Cover Memo



BRAZOS COUNTY OFFICE OF THE SHERIFF

CHRISTOPHER C. KIRK

W. JAMES STEWART, CHIEF DEPUTY
WAYNE DICKY, JAIL ADMINISTRATOR

1700 Highway 21 West
BRYAN, TEXAS 77803-1300

To: County Judge Duane Peters
Commissioner Steve Aldrich
Commissioner Sammy Catalena
Commissioner Nancy Berry
Commissioner Irma Cauley

From: Jail Administrator Wayne Dicky *W.D.*

Date: October 4, 2017

Subject: Request for Approval of Out of State Travel

The Sheriff's Office - Jail Administration Division is requesting approval of out of state travel for Jail Administrator Wayne Dicky to attend the American Jail Association Meeting in St. Louis, MO. October 17-20, 2017.

Lodging, airfare, and some meals will be paid by the American Jail Association.

cc: Sheriff Christopher C. Kirk

APPROVED

[Signature] 10/10/17
Duane Peters
County Judge





**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources

NUMBER:

DATE OF COURT MEETING: 10/10/2017

ITEM: Approval of the following job descriptions:

- a. Class Code 0832, Position 9 - Temporary Attendant, Building & Grounds for Expo Complex
- b. Class Code 2667 - Temp. Laborer, Seasonal for Road & Bridge
- c. Class Code 1444 - Telecommunications Officer for Sheriff's Office

TO: Commissioners Court

DATE: 10/05/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Class Code 0832 Position 9.pdf](#)

[2667-approved 10-10-17.docx](#)

[1444 - approved 10-2017.docx](#)

Description

Class Code 0832, Position 9

Class Code 2667

Class Code 1444

Type

Backup Material

Backup Material

Backup Material



Brazos County Job Description

Last Updated: September 2012

pos. 9 RECEIVED
#23487 SEP 29 2017
Template Revision 1.2 08/15/2012

Class Number:	832	Title:	Temporary Attendant, Building & Grounds (1040 hrs.)
Pay Group:	09	Department:	Exposition Complex
FLSA Status:	Non Exempt	Reports To:	Event Coordinators & All Managers
Approved Date:	10/01/2017	EEOC Category:	Service / Maintenance
Position End Date:	09/30/2018	Temporary Employee Signature:	* Sarah Fufgham

General Summary:

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

Essential Duties:

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

Other Duties as assigned. (1%)

Supervision

Received:	Event Coordinators & All Managers
Given:	This is a non-supervisory position.

Education

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

Experience


Required:	At least one year of related work experience.
Preferred:	Some experience in operating a tractor and/or other light to moderate equipment is preferred.

Certificates, Licenses, Registrations

Required:	None.
Preferred:	

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

APPROVED


10/10/17

Duane Peters Date
 County Judge



Brazos County Job Description

Last Updated: September 2017

Template Revision 1.2 08/15/2012

Class Number:	2667	Title:	Temp Laborer, Seasonal
Pay Group:	06	Department:	Road & Bridge
FLSA Status:	Non Exempt	Reports To:	Area Supervisor
Approved Date:	10/10//2017	EEOC Category:	Laborers and Helpers
Position End Date:	09/30/2018	Temporary Employee Signature:	

General Summary:

A temporary position held with the Road & Bridge Department. Under close supervision, maintains County Roads and performs traffic control duties in accordance with all safety regulations and procedures. This temporary position will commence after April 30th and end prior to September 20th.

Essential Duties:

The following ARE NOT intended to serve as a comprehensive list of duties, only a representative summary of the primary duties and responsibilities.

- Operate pickups and flatbed trucks (not requiring a CDL), and miscellaneous hand tools in accordance with all safety regulations and procedures; conduct routine equipment maintenance and daily equipment inspections.
- Perform basic road repair and maintenance tasks; reports safety hazards and traffic problems.
- Perform traffic control and flagging activities as needed; follows safety rules and regulations on all work zone and flagging sites, including placing signs, barricades, traffic cones and other warning devices.
- Performs manual labor assignments as needed, cuts brush with hand tools, chips, loads and hauls brush, removes dead animals along county roads, clears right-of-way brush and other debris to improve visibility or diminish road hazards.
- Tamps, smooths and levels road surfaces; Assists with basic maintenance of fences and bridges including removal of driftwood and debris from culverts and right of way.
- Assists with patching, tapping, packing, and leveling cold mix, dirt, or other materials during road repair.
- Prepares reports and maintains records as needed

Other Duties as assigned. (1%)

Supervision	
Received:	From Area Supervisor or Lead Worker
Given:	This is a non-supervisory position.

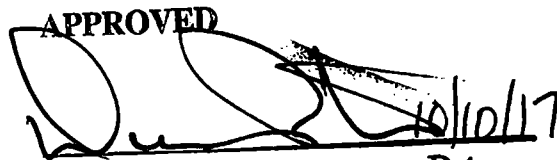
Education	
Required:	High school graduation or its equivalent, this is a temporary position, no experience required.
Preferred:	Flagger Training; First Aid Training.

Experience	
Required:	None
Preferred:	1 to 2 years previous experience on farm, ranch or construction sites performing manual labor with hand tools.

Certificates, Licenses, Registrations	
Required:	Valid Drivers License.
Preferred:	(Valid) Class C Commercial Driver's License. Flagger Training/Certification. First Aid/CPR Certification.

<i>Physical Requirements</i>	
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. Work is performed outdoors at construction sites, maintenance facilities, and outside environments. Moderate physical demands including strength sufficient to lift and move items weighing up to 80 pounds without assistance. 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 on uneven surfaces without assistance. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and ability to adjust focus.
<i>Knowledge, Skills, & Abilities</i>	
Typical:	<p>Knowledge of:</p> <ul style="list-style-type: none"> • County policies and procedures • Techniques of Traffic Control • OSHA safety rules and regulations; and safety standards in hazardous traffic environments. • Federal and state safety laws and regulations <p>Skills In:</p> <ul style="list-style-type: none"> • Safe and efficient operation and maintenance of pick up trucks, flat bed trucks as well as miscellaneous hand held tools according to standard operating and safety procedures. • Following safe work practices. • Establishing and maintaining effective working relationships with co-workers. • Following verbal and written instructions.
<i>Work Environment</i>	
Typical:	The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. 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 and inclement weather. 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.

APPROVED



Duane Peters 10/10/17
 County Judge Date



Brazos County Job Description

Last Updated: September 2017

Template Revision 1.2 08/15/2012

Class Number:	1444	Title:	Telecommunications Officer
Pay Group:	14	Department:	Sheriff's Office
FLSA Status:	Non Exempt	Reports To:	Supervisor, Dispatch
Approved Date:	10/10/2017	EEOC Category:	Office and Clerical

General Summary:

- Receives, transfers, and monitors incoming calls on telephone and radio
- Monitors and maintains security of Sheriff's Office.
- Enters warrants into computer system and confirms entry.
- Checks criminal history.
- Handles paperwork, assists county personnel and visitors at front desk.

Essential Duties:

- Receives incoming telephone and radio calls and transfers callers to appropriate personnel.
- Enters calls into computer system.
- Monitors and maintains security of the Sheriff's office, including opening and closing doors and observing all personnel and visitors entering and leaving the secure area.
- Enters warrants into TCIC/NCIC computer system and confirms entry.
- Clears and cancels warrants in TCIC/NCIC computer system.
- Enters and clears stolen property in TCIC/NCIC system.
- Monitors all Sheriff's Office radio traffic.
- Sends, receives, and monitors teletype communications.
- Performs criminal history checks and wanted checks for patrol deputies, investigators, and Sheriff's Office and Jail administration.
- Assists county personnel and visitors at the front desk and prepares paperwork for deputies.
- **Must be willing to work 12 hour shifts including weekends, holidays, and night shift.**

Other Duties as assigned. (1%)

Supervision

Received: From Supervisor, Dispatch

Given: This is a non-supervisory position.

Education

Required: High school graduation or its equivalent.

Preferred:

Experience

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

Preferred:

Certificates, Licenses, Registrations

Required:

- Must be able to obtain Telecommunications license within one year of being hired.
- Must be able to obtain Certification from the Texas Law Enforcement Telecommunications System (TLETS).

Preferred:

- Telecommunications license from Texas Commission on Law Enforcement.
- Certification from the Texas Law Enforcement Telecommunications System (TLETS).

<i>Physical Demands</i>	
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, stacks of records, or other similar objects. Specific vision abilities required by this job include close vision, and ability to adjust focus.
<i>Knowledge, Skills, & Abilities</i>	
Typical:	Court documents; local, state, and federal laws relating to operation of Sheriff's office; TCIC/NCIC system and procedures; department policies and procedures; and standard office practices and procedures. Operate computers; perform basic mathematical calculations; interpret policies and procedures; analyze information; operate office equipment, such as radio equipment, copy machine and facsimile machine; communicate effectively, both orally and in writing; and maintain effective working relationships with co-workers.
<i>Work Environment</i>	
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, but may be noisy and distracting. The employee is frequently required to work under time pressures to meet deadlines, to perform multiple tasks simultaneously; the employee is frequently placed in emergency situations.

APPROVED



Duane Peters
County Judge

Date

10/10/17



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 10/10/2017

ITEM: Interlocal Agreement with the Bryan Independent School District for the Read by Third Program for FY 2018.

TO: Commissioners Court

DATE: 10/02/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[2018 Read by Third.pdf](#)

Description

Read by Third

Type

Cover Memo

STATE OF TEXAS §

COUNTY OF BRAZOS §

**INTERLOCAL AGREEMENT BETWEEN
BRYAN INDEPENDENT SCHOOL DISTRICT
AND BRAZOS COUNTY, TEXAS; AND**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between the Bryan Independent School District, a political subdivision of the State of Texas ("BISD"), and Brazos County, Texas a political subdivision of the State of Texas ("County"), and is effective for all purposes as of October 1, 2017 ("Effective Date").

WHEREAS, the respective participating governments (the "Parties") are authorized by the Interlocal Cooperation Act, LOC. GOV'T CODE ANN. §791, to enter into an agreement to administer a program for local economic development; and

WHEREAS, Anson Jones School and Fannin School are elementary schools located in the BISD; and

WHEREAS, those above-named schools have volunteers that participate in a program named Read by Third; and

WHEREAS, the mission of the Read by Third program is to facilitate community, school and parental relationships that will result in children reading by third grade and beyond through an integrative and collaborative model engaging parents, children, school personnel and the community; and

WHEREAS, BISD and the County have determined that it is in the Public interests of their citizens that Read by Third program at the named BISD schools be supported in the interest of community support and education; and

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

A. Term of the Agreement

- 1. The term of this Agreement is for a period of one (1) year, which shall commence on October 1, 2017 and end on September 30, 2018 (the "Contract Term"). At the conclusion of the Contract Term, the Agreement may be renewed upon the agreement of all Parties for an additional term of one (1) year on the same terms and conditions as provided herein.**

B. Obligations of Bryan Independent School District

- 2. The obligation of BISD is to provide the County with end of year program results of the parents and children served.**

C. Obligations of Brazos County

3. County shall make direct payments of the annual contribution, as set forth in Paragraph D, to BISD within thirty (30) days of the Effective Date of this Agreement.

D. Total Annual Contribution for Current Fiscal Year

4. The County shall fund BISD in the amount of \$3,000.00 for the Contract Term of this Agreement.

E. Miscellaneous

5. Annual Approval. The obligations of BISD and the County under this Agreement are subject to annual approval by the governing bodies of each entity.
6. Term. This Agreement shall continue in force for one (1) year from the Effective Date.
7. Audit. No more frequently than once per calendar year, County shall have the right to inspect through its auditor, at BISD's sole expense, the records of the Read by Third program as facilitated by BISD on reasonable advance written notice and during BISD's regular business hours. Such records shall be maintained for a period of at least one (1) year from the date of creation of such record.
8. 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.
9. Texas law to apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas and the obligations of the parties created hereunder are performable by the parties in the BISD of Bryan, Texas. Venue for any litigation arising under this Agreement shall be in a court of appropriate jurisdiction in Brazos County, Texas.
10. Sole Agreement. This Agreement constitutes the sole and only Agreement of the Parties hereto respecting the subject matter covered by this Agreement, and supersedes any prior understandings or written or oral agreements between the parties.
11. Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.
12. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any and all other legal remedies. Said rights and remedies are provided in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

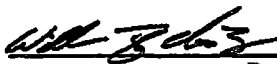
13. **Incorporation of Recitals.** The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.
14. **Interpretation.** The parties acknowledge that each has had the assistance of counsel in the review of this agreement, no one party is to be deemed the author of the agreement, and ambiguities shall not be resolved against any party. The caption headings of this Agreement are for reference only and shall not affect its interpretation. This Agreement is entered into for the exclusive benefit of the parties hereto and not for any other third parties. Nothing in this Agreement, expressed or implied, is intended to confer upon any person or entity not a party to this Agreement any rights or remedies under this Agreement.
15. **Duplicate Originals.** The parties may execute this Agreement in duplicate originals, each of equal dignity. If the parties sign this Agreement on different dates, the later date shall be the effective date of this Agreement for all purposes.
16. **Public Information Act.** The parties acknowledge and agree that County and Bryan ISD may be subject to either Rule 12 of the Judicial Rules of Administration or to the Texas Government Code, Chapter 552, also known as the "Texas Public Information Act" (hereinafter, "PIA"). Thus, there may be occasions when requests for information are submitted to the County or Bryan ISD pursuant to Rule 12 or the PIA. Upon a request for information by a third party under Rule 12 or the PIA, it is expressly acknowledged and agreed that Bryan ISD, County, its Commissioners, County Judge, elected officials, appointed officials, department heads, and employees (hereinafter, "Governmental Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas (hereinafter, "Texas Attorney General") in regard to the application of the PIA, or any exceptions or exclusions thereto to any requested forms, documents, manuals, instructions, guidelines, software, hardware, firmware, or any part thereof, or other equipment or item, data or information furnished by Service Provider to, or otherwise in the possession or knowledge of, the County and/or Bryan ISD. It is further acknowledged and agreed that the Governmental Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. The Service Provider hereby releases the Governmental Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any forms, documents, manual, instructions, guidelines, software, hardware, firmware, or any part thereof, or other equipment or item, data or information furnished by Service Provider to, or otherwise in the possession or knowledge of, the County and/or Bryan ISD that is determined by or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.
17. **Governmental Immunity.** This Agreement is expressly made subject to Brazos County's and Bryan ISD's governmental immunity, Title 5 of the Texas Civil Practices and Remedies Code, and all applicable federal and state law. Nothing in this Agreement is intended to benefit any third party beneficiary.
18. **Fiscal Funding Clause.** Notwithstanding any provisions contained herein, the obligations of the County under this Agreement are expressly contingent upon the availability of funding

for each item and obligation contained herein for the term of the Agreement and any extensions thereto. Any person or entity directly or indirectly employed by BISD shall have no right of action against the County in the event the County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Contract during the current or future fiscal years. In the event that the County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, the County may provide funds from a separate source or may terminate this Agreement by written notice to BISD at least thirty (30) days in advance of such termination.


EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

Executed this 18 day of September, 2017.

**BRYAN INDEPENDENT
SCHOOL DISTRICT**


President of the
Board of Trustees, Bryan Independ.
School District


ATTEST


Secretary

APPROVED AS TO FORM


BISD Attorney


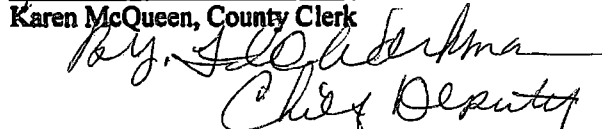
BRAZOS COUNTY


Duane Peters, County Judge 10/10/17

APPROVED AS TO FORM


Bruce L. Erratt, Asst. County Attorney

ATTEST


Karen McQueen, County Clerk

Chief Deputy



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Expo Complex NUMBER:

DATE OF COURT MEETING: 10/10/2017

ITEM: Consider and take action for the agreement for the payment of Brazos County funds in the amount of \$25,000.00 to be used by Experience Bryan College Station (formally Bryan/College Station CVB) to be used to promote tourism for the Brazos County Expo.

TO: Commissioners Court

FROM: Tom Quarles

DATE: 10/02/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

THE STATE OF TEXAS §

COUNTY OF BRAZOS §

**AGREEMENT BETWEEN BRAZOS COUNTY, TEXAS
AND
EXPERIENCE BRYAN COLLEGE STATION**

THIS AGREEMENT ("**Agreement**") is made and entered into on this 10th day of ~~September~~ October, 2017, by and between BRAZOS COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas, (hereinafter referred to as "**County**"), and the EXPERIENCE BRYAN COLLEGE STATION, a Texas non-profit corporation (hereinafter referred to as "**Experience**").

RECITALS

WHEREAS, this Agreement is premised on the following:

1. The tourist trade is a significant part of the economies of the respective municipalities of Bryan and College Station and the County of Brazos, Texas for which the continued growth of such trade is necessary for the economic well-being of the entire community.
2. The Bryan/College Station Convention and Visitors Bureau was created for the purpose of promoting tourism and has all necessary authority to enter into this Agreement.
3. **Experience** is a qualified tourism entity, as defined in TEX. TAX CODE ANN. §351.101(c).
4. **Experience** is authorized under the authority of TEX. TAX CODE ANN. §352.1015 for the purpose authorized in of providing staff, visitor center facilities, support services and assistance in §352.1015, including day-to-day operations and the development and implementation of programs to promote and develop the tourism zone to visitors pursuant to Chapter 352 of the Texas Tax Code.

THEREFORE, it is agreed by the parties as follows:

- A. **Experience** is appointed the agent of the County and the County's advisory committee to promote and develop tourism in Brazos County.
- B. Pursuant to TEX. TAX CODE ANN. §352.1015 (b) and (c), Experience shall maintain and complete and accurately provide a budget record of all programs and activities funded with hotel occupancy tax collected and funded to **Experience** by the County, including, but not necessarily limited to; materials, and media reasonably necessary and proper to successfully promote, develop and attract the tourist trade to the locality, sales and marketing staff, promotional and advertising material, internet and services, adequate accounting services, administrative services, facilities, supplies and equipment for the same.
- C. The Commission shall provide funding to **Experience** on an annual basis, pursuant to TEX. TAX CODE ANN. §352.1015 (b) and **Experience** acknowledges that the functions delegated to

Experience creates a fiduciary duty in **Experience** with respect to the revenue funded by the County pursuant to Chapter 352 of the Texas Tax Code and this Agreement. Funding for FY 2016-2017 is \$25,000.00. This Agreement shall be funded quarterly by four (4) separate invoices divided into equal payments provided by **Experience**. Invoices are due no later than December 31, 2016 March 31, 2017, June 30, 2017 and September 30, 2017.

- D. **Experience** shall maintain all revenues funded by the County in a separate account established pursuant to TEX. TAX CODE ANN. §352.1015 (a) and shall not commingle such revenue with any other money.
- E. **Experience** shall submit reports to the Brazos County Commissioners Court quarterly, listing the expenditures made in furtherance of **Experience's** duty to promote tourism in Brazos County. **Experience** further agrees to actively support, publicize, promote and market the Brazos County Exposition Complex in all of its appropriate collateral, activities, programs, committees, meetings, trade shows, videos and on its website.
- F. For purpose of evaluation, inspection, auditing or reproduction, **Experience** agrees to maintain and make available to authorized representatives of the Brazos County Auditor any and all books, documents or other evidence pertaining to the costs and expenses of this Agreement and shall further keep a record of all services provided to the County under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by the County. **Experience** will maintain the records (as referenced above) for three (3) years after the termination of this Agreement.
- G. **Experience** shall assist the County in preparing annual reports required by TEX. TAX CODE ANN. §352.1034. This report by **Experience** should include where the money received from the County was spent and indicate the tourism, hotel and convention activity attributable to events held at facilities that receive money from the tax revenues provided pursuant to Chapter 352 of the Texas Tax Code.
- H. Except to the extent that a party to this Agreement seeks emergency judicial relief, and without waiving governmental or sovereign immunity from suit, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.
- I. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered US mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually received.
- J. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.

- K. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstance shall be considered to waive that right of that party in any other circumstance.
- L. The term of this Agreement shall be for an initial twelve month period, effective October 1, 2016 through September 30, 2017.
- M. 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.
- N. 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.
- O. Experience may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of Brazos County.
- P. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be Invalid, illegal, or unenforceable In any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision thereof and this Agreement shall be construed as If such invalid, illegal, or unenforceable provision had never been contained therein.
- Q. This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.
- R. This Agreement is effective for all purposes as of October 1, 2017.

EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

IN WITNESS, We hereunto affix our signature this 10th day of October, 2017.

BRAZOS COUNTY



Duane Peters, County Judge

EXPERIENCE BRYAN COLLEGE STATION

Name: Kindra R. Zny
Title: Interim Director



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 10/10/2017
ITEM: Funding Agreement with the Brazos Valley Food Bank, Inc. for FY 2018.
TO: Commissioners Court
DATE: 10/04/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Food_Bank.pdf](#)

Description

Food Bank

Type

Cover Memo

**FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
BRAZOS VALLEY FOOD BANK, INC**

This Funding Agreement ("Agreement"), effective October 1, 2017, by and between Brazos County, hereinafter called the "County", and the Brazos Valley Food Bank, Inc., hereinafter called the "Food Bank".

RECITALS

WHEREAS, the Food Bank acquires food for distribution through other nonprofit agencies to moderate and low income persons who are food insecure and at risk of hunger and malnutrition; and

WHEREAS, the purpose of the County is to ensure that all children, individuals, families and seniors, especially those who are moderate to low-income, are food secure, meaning that people have access at all times to enough food for an active, healthy and productive life.

NOW THEREFORE, both the County and the Food Bank enter into this Agreement to maximize the effectiveness of their common goal and show good stewardship of citizen's dollars and donations and, in consideration of promises, covenants, terms and conditions herein contained, the parties mutually agree to the following:

AGREEMENT

TERM OF AGREEMENT: The term of this Agreement shall be for a period of approximately one (1) year beginning on October 1, 2017 and terminating on September 30, 2018.

FUNDING: The County will provide funding of \$7,700.00 to the Food Bank to the benefit of the moderate and low income citizens of the community.

INFORMATION FURNISHED BY FOOD BANK: Food Bank agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Food Bank agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement, unless a longer period of records retention is stipulated. Food Bank agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Food Bank agrees that County, or its designated representative, shall further have the right to review and to copy any

records and supporting documentation for prior years in which County provided funds to the Food Bank under prior Agreements.

Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of the Food Bank. If an independent financial audit is performed, a management letter will be prepared by the auditor as part of the process and a copy of said management letter shall be delivered to the Brazos County Commissioners Court. The management letter shall identify issues that might not otherwise require disclosure in the Food Bank annual financial report, but which are of concern to or under the suggestion of the auditor. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the Food Bank.

Annual financial statements (audited if available) are due to County within six (6) months of completion.

ELIGIBILITY GUIDELINES: Food Bank will ensure that food products received from or through other agencies in furtherance of this agreement will be made available to those eligible persons as defined by the most recent eligibility guidelines established by the State of Texas and its responsible agencies. Food Bank will verify recipient income eligibility by either requiring proof of income or by self-certification that recipient(s) meets income guidelines.

RECORDS: Food Bank agrees to complete intake and assessment on eligible households and maintain all records for a period of three (3) years.

FITNESS FOR HUMAN CONSUMPTION: Food Bank accepts full responsibility for the purity and fitness for human consumption of any and all items distributed in its name or through other entities or agencies with which it may contract.

LIABILITY DISCLAIMER AND RELEASE AGREEMENT: Food Bank releases County and holds it free and harmless against all and any liabilities, damages, losses, claims, causes of action and lawsuits or equity obligations whatsoever arising out of or attributed to any distribution and use of foods.

ASSIGNMENT: Food Bank may not assign or subcontract any of its rights, duties and/or obligations arising out of this Agreement without the prior written consent of County.

FISCAL FUNDING CLAUSE: The obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. In the event that the County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, the County may, in its sole discretion, provide funds from a separate source or may, in its sole discretion,

terminate this Agreement by written notice to the Food Bank at the earliest possible time under the circumstances.

DEFAULT: Any violation or breach of the provisions herein may result in termination of this Agreement.

GOVERNING LAW AND VENUE: The validity of the Agreement and all matters pertaining thereto shall be governed and determined by the Constitution and the laws of the State of Texas. Venue for any suit filed against Brazos County shall be Brazos County, Texas.

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.

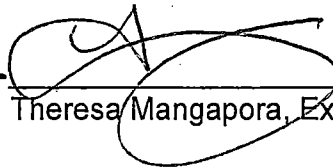
SIGNED this 10th day of October, 2017.

BRAZOS COUNTY

BRAZOS VALLEY FOOD BANK, INC.



Duane Peters, County Judge

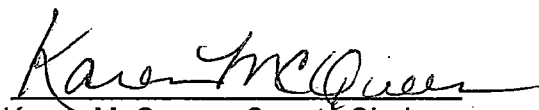


Theresa Mangapora, Executive Director

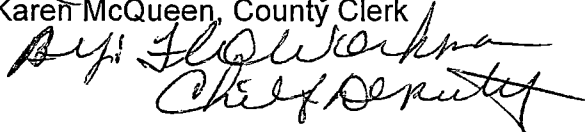
10/10/17
Date

9/15/17
Date

ATTEST:



Karen McQueen, County Clerk



Deputy
Chief Deputy

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Brazos Valley Food Bank
Bryan, TX United States

Certificate Number:
2017-261435

Date Filed:
09/15/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Brazos County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

18-051
Food distribution to children in Brazos County

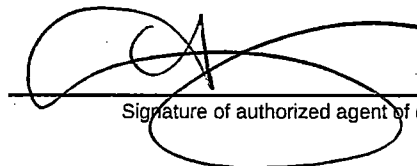
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



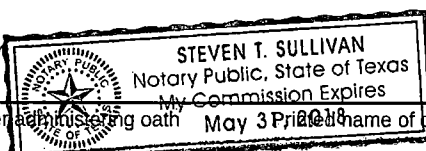
6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.


Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said TERESA E. MANGOPORA, this the 4 day of OCTOBER, 2017, to certify which, witness my hand and seal of office.


Signature of officer administering oath

STEVEN T. SULLIVAN NOTARY PUBLIC ST. OF TX.
Title of officer administering oath



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 10/10/2017

ITEM: Agreement with PFM Management LLC to serve as Investment Advisor in connection with structuring the escrow related to our Limited Tax Refunding Bonds, Series 2017

TO: Commissioners Court

DATE: 10/03/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Agreement with PFM for SLGS.pdf](#)

Description

Agreement

Type

Cover Memo



September 26, 2017

Honorable Duane Peters
Brazos County
200 S. Texas Ave., Suite 332
Bryan, Texas 77803

pfm

One Keystone Plaza
Suite 300
Harrisburg, PA 17101
717.232.2723

pfm.com

Dear Judge Peters:

The purpose of this letter is to confirm our agreement that PFM Asset Management LLC ("PFMAM") will serve as Investment Advisor to the Brazos County, Texas (the "Issuer") in connection with structuring the escrow (the "Escrow") related to the Issuer's Limited Tax Refunding Bonds, Series 2017 (the "Bonds").

As Investment Advisor, we will analyze and model alternative Escrow structures, coordinate initial and final subscriptions for United States Treasury Securities, State and Local Government Series ("SLGS") with the Bureau of the Fiscal Service, Special Investments Branch, and prepare such cash flow and yield calculations as required by bond counsel, the verification agent, and the Issuer.

By executing this engagement letter, you hereby authorize PFMAM personnel to subscribe for SLGS on behalf of the Issuer until the completion date of this engagement.

This engagement shall commence on the date hereof and is expected to be completed on or around November 15, 2017. This engagement shall be deemed to be completed on the date the Escrow is established. Upon the completion of this engagement, the Issuer agrees to pay PFMAM a fee of \$2,500. At the completion of this engagement, PFMAM will have no further responsibility related to the investment of the proceeds of the Bonds.

PFMAM is an investment adviser, registered under the Investment Advisers Act of 1940. PFMAM agrees that it will not deal with itself or with any other affiliated company or individual in making purchases or sales of securities pursuant to this engagement, nor will we take a long or short position in securities subject to purchase or sale in connection with the issuance of the Bonds. We confirm that we have no interest in the issuance of the Bonds or the purchase or sale of Escrow securities except as described in this letter agreement. We note that one of our affiliates, either Public Financial Management, Inc. or PFM Financial Advisors LLC, served as financial advisor to the Issuer in connection with the issuance of the Bonds.

PFMAM warrants that it has delivered to the Issuer, prior to the execution of this letter agreement, PFMAM's current Securities and Exchange Commission Form ADV, Part 2A (brochure) and Part 2B (brochure supplement). The Issuer acknowledges receipt of such documents prior to the execution of this letter agreement.

You may terminate this agreement in the event of any material breach immediately upon written notice to PFMAM.



Brazos County, Texas
Limited Tax Refunding Bonds, Series 2017
Escrow Structuring and Procurement Engagement Letter
September 26, 2017
Page 2

Our obligations and responsibilities as described in this letter agreement are not assignable without the consent of the Issuer.

Please have an authorized official of the Issuer sign a copy of this letter and return it to us to acknowledge the terms of this engagement.

Sincerely,
PFM Asset Management LLC

Michael Harris
Managing Director

Accepted by:
Brazos County, Texas

Authorized Signature

Duane Peters

Name

County Judge

Title

74-6000433

Issuer's Tax ID Number

10/10/17

Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Juvenile Services NUMBER:

DATE OF COURT MEETING: 10/10/2017

ITEM: Consider and take possible action on a contract with TrueCore Behavioral Solutions LLC,
(formerly G4S-The Oaks Brownwood) for juvenile residential services.

TO: Commissioners Court

FROM: Doug Vance

DATE: 10/04/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR ALTERNATIVES: Approve.

ATTACHMENTS:

File Name

[TrueCore2017-2018.pdf](#)

Description

TrueCore Contract

Type

Cover Memo

**CONTRACT AND AGREEMENT FOR SECURE, RESIDENTIAL, POST-ADJUDICATION TREATMENT SERVICES
FOR ADJUDICATED JUVENILE OFFENDERS - SPACE AVAILABLE**

This Agreement is entered into by and between **Brazos County** ("Contracting County") and TrueCore Behavioral Solutions LLC, ("Service Provider") a Florida for-profit corporation, certified by the Brown County Juvenile Board under §51.125(a)(2), TEX FA. CODE, registered with the Texas Juvenile Justice Department, and in compliance with all applicable standards under Title 37 Texas Administrative Code, to provide child care services.

**ARTICLE I
PURPOSE**

- 1.01 The purpose of this Residential Services Agreement is to provide **Brazos County** with long term residential care for children adjudicated to have committed delinquent conduct or conduct indicating a need for supervision. The placement Facility to be utilized is leased and operated by Service Provider, and is located at 800 FM 3254, Brownwood, Texas 76001. The business office of Service Provider is 800 FM 3254, Brownwood, Texas 76001.

**ARTICLE II
TERM**

- 2.01 The term of this agreement is for 12 months, commencing October 1, 2017 and ending September 30, 2018.

**ARTICLE III
SERVICES**

- 3.01 Service Provider will provide the following level of care services:

Specialized mental health and substance abuse treatment services. Specialized level of care consists of a structured, controlled residential treatment setting that is designed to provide appropriate supervision and a moderate level of therapeutic services to maintain or improve the child's functioning.

- 3.02 Service Provider will also provide/perform the following services:

- A. Provide basic residential services, including: standard supervision by qualified adults, food and snacks, recreation, personal hygiene items, hair cuts, transportation, school supplies, room, (rent, utilities, maintenance, telephone), as agreed by Contracting County.
- B. Ensure that the child's parent(s) or legal guardian(s) and Contracting County are notified if a child in placement makes an unauthorized departure, becomes seriously ill, or is involved in a serious accident. The Probation Officer and parents will be informed immediately, if during working hours. After normal working hours, every effort will be made to notify Contracting County and the parents. In the event of serious illness or accident and for any required follow-up care Service Provider shall be responsible for having the child transported to the nearest hospital or emergency care facility.
- C. Provide to the Contracting County Department a written Individualized Treatment/Case Plan developed in concert with the client and mutually agreed upon by the appropriate Service Provider staff and the Probation Officer within thirty (30) days of placement. Said individualized Treatment/Case Plan shall include measurement of progress towards goals in the Plan. The Individualized Treatment/Case Plan shall contain the reasons why the placement may benefit the client; shall specify behavioral goals and objectives being sought for each client; shall state how the goals and objectives are to be achieved in the placement; shall state how the parent(s), guardian(s), and, where possible, grandparents and other extended family members will be

- involved in the program plan to assist in preventing controlling the child's objectionable behavior.
- D. Initiate and document meetings to review the Individualized Treatment/Case Plan with the child and the assigned Residential Services Probation Officer at reasonable intervals, not to exceed ninety (90) days, to assess the child's progress toward meeting goals set forth, making modifications when necessary, and determining the need for continued placement outside of the child's natural home.
 - E. Maintain copies of the original Individualized Treatment/Case Plan and the periodic reviews.
 - F. Provide the Contracting County Department with a written report of the child's progress at reasonable intervals, not to exceed ninety (90) days, or on a more frequent basis, as follows: at minimum, on a monthly basis or as requested by the department.
 - G. Document and maintain records pertaining to the number and type of investigations made by the Department of Family and Protective Services, the Department of Juvenile Justice, any law enforcement agency, or any other investigative agency. Such records shall be immediately made available to the Contracting County upon request.
 - H. Any and all medical/psychiatric treatment and medication required to meet the needs of the child, as well as other pre-approved expenses not provided for in the Service Provider's program, shall be the sole responsibility of the said child's parent(s), guardian(s), court ordered appointed conservator or Contracting County; however, in no case shall a child be denied any needed medical/psychiatric treatment due to the inability to pay.
 - I. Provide and document off-campus visits or furloughs upon request; however, the costs associated with off-campus visits or furloughs will be paid by the parent, guardian, or Contracting County.
 - J. In accordance with §29.012(b)(1) of the Texas Public Education Code, as a condition of this contract for residential services, Service Provider shall notify the school district in which the facility is located not later than the third day after the date a child is placed in the facility.

ARTICLE IV COMPENSATION

- 4.01 For and in consideration of the above-mentioned services, Contracting County agrees to pay the Service Provider the sum of \$162.30 per day for each child, i.e., the daily rate, admitted under this Agreement. The daily rate shall be paid to the Service Provider for each day a child is in residential placement pursuant to billing and paying procedures agreed upon by Service Provider and Contracting County. Payment is due within 30 days of receipt of billing.
- 4.02 Psychiatric services will be provided to the child on an as needed basis. The Contracting County shall provide a written psychological or psychiatric evaluation. If the battery of tests included in the evaluation is older than six (6) months prior to admission, a clinical interview performed within six (6) months prior to admission shall be submitted with an updated diagnosis and prognosis.
- 4.03 Service Provider will submit an invoice for payment of services to the Contracting County on a monthly basis. Said invoice shall be submitted with ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Contracting County in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Contracting County in a timely manner.
- 4.04 Contracting County shall be responsible for all of the juvenile's medical expenses, including prescription medication. Contracting County may make arrangements directly with vendors for the provision of, and payment for, routine medical expenses, including without limitation, hospitalization and dental, for Post-

Adjudication program juveniles, or can authorize in writing Service Provider to do so on behalf of Contracting County at Contracting County's expense.

**All non-emergency medical treatments, procedures, psychiatric visits, doctor's visits and medications must be pre-approved by contracting county.*

- 4.05 If an emergency examination, EMS treatment, health care treatment, and/or hospitalization outside the Facility ("Outside Treatment") are required for a child placed in the Facility, the Administrator of the Facility is authorized to secure the Outside Treatment at the expense of the Contracting County. The Administrator shall notify Contracting County of Outside Treatment within twenty-four (24) hours of its occurrence.
- 4.06 If during the course of residential treatment, the Contracting County determines that a part of the youth's treatment program should include time away from the residential setting of the Service Provider, such as weekends and holidays, prior to the completion of the youth's treatment and return home, and wishes that the youth return to the residential setting after a period away from the residential setting, the Contracting County shall request the Service Provider to retain space for the youth until his return. To this end, the Contracting County agrees to pay Service Provider the full amount due for such regularly scheduled days away from the residential setting or its program, provided they do not exceed ten (10) days per client and that prior approval has been obtained by the Contracting County. Furloughs will not be authorized for the first ninety (90) days of placement, or until the completion of the first Individualized Program Plan Review, whichever comes first, except in only highly unusual situations.
- 4.07 The Service Provider is under no obligation to retain space for the juvenile in an unauthorized departure situation; however, in no event shall the Contracting County pay for the days when the juvenile was absent without authorization, but no space in the program was retained for such absent client(s) by the Service Provider. The County must be informed in writing if and for how long the Service Provider intends to retain space for such an absent client, and the County may decline in writing all or part of the period for which the Service Provider intends to retain the space.
- 4.08 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Contracting County under this contract. Service Provider shall account separately for state funds received and expended utilizing Generally Accepted Accounting Practices (GAAP). Upon request Service Provider will provide Contracting County with a copy of its most recent financial audit.
- 4.09 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- 4.10 In the event that State Reimbursement Rates are increased during the duration of the terms of this contract, the new rates will become effective reflecting those of the increase.
- 4.11 Service Provider agrees to make claims for payment or direct any payment disputes to Contracting County's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 4.12 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

ARTICLE V
ADDITIONAL TERMS & AGREEMENTS

- 5.01 Prior to transporting a child to the Facility for placement, the official authorizing the placement shall call the Facility to ensure that space is available. Placement of children by authorized officers of Contracting County may be denied, if space limitations require, as determined by the Facility. Service Provider will make every reasonable effort to place the child expeditiously.
- 5.02 A child will only be accepted in the Facility upon receipt by the Facility Administrator of a proper order from the Juvenile Court of Contracting County. Service Provider is under no obligation to accept a client who is deemed inappropriate for placement in the program.
- 5.03 Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the Administrator and staff of the Facility.
- 5.04 If a child is accepted by the Facility from Contracting County and the child thereafter is determined to be, in the sole judgment of the Administrator, mentally unfit, dangerous, or unmanageable, or whose mental or physical conduct would or might endanger the other occupants of the Facility, then the Administrator shall notify the representative of the Contracting County of this determination. The child shall be removed immediately from the Facility. It will be the responsibility of Contracting County to provide for the transportation for the removal of the child.
- 5.05 Service Provider agrees that the Facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.
- 5.06 Except as provided in Section 5.04, it is understood and agreed by the parties that children placed in the Facility under proper orders of the appropriate Juvenile Court shall not be discharged from the Facility until the Administrator of the Facility receives either a written authorization from the Contracting County that placed the child, or and Order of Release signed by the Judge of the Juvenile Court of the Contracting County.
- 5.07 It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Contracting County, its agents, servants, or employees in any way to manage control, direct or instruct Service Provider, its director, officers, employees, agents, shareholders and designees in any manner respecting its work, duties or functions pertaining to the maintenance and operation of the Facility.
- 5.08 Contracting County reserves the right to terminate the client's placement with Service Provider at its discretion. Service Provider must not release a client to any person or agency other than Contracting County without the express consent of an authorized agent of Contracting County.
- 5.09 Contract Prohibitions- A government entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

ARTICLE VI
EXAMINATION OF PROGRAM & RECORDS

- 6.01 Service Provider agrees that it will permit Contracting County to examine and evaluate its program of services provided under the terms of this agreement periodically. This examination and evaluation of the program may include site visitation, observation of programs in operation, interviews and the administration of questionnaires to the staff of Service Provider and the children, when deemed necessary.

- 6.02 For purpose of evaluation, inspection, auditing or reproduction, Service Provider agrees to maintain and make available to authorized representatives of the State of Texas or Contracting County any and all books, documents or other evidence pertaining to the direct costs and expenses of this Agreement.
- 6.03 Service Provider will keep a record of all services provided to Contracting County under this Agreement, and upon reasonable notice will provide information, records, papers, reports, and other documents regarding services furnished as may be requested by Contracting County. Service Provider will maintain the records (as referenced above) for seven (7) years after the termination of this Agreement.
- 6.04 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

ARTICLE VII
CONFIDENTIALITY OF RECORDS

- 7.01 Service Provider shall maintain strict confidentiality of all information and records relating to children placed by Contracting County, 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.
- 7.02 Service Provider and Contracting County agree to abide by Title 37, Part 11, Chapter 380, Subchapter G, Division 1, Rule §380.9909, relating to Access to Youth Information and Records.

ARTICLE VIII
DUTY TO REPORT

- 8.01 As required by §§261.101 and 261.405 of the Texas Family Code, Service Provider shall report any allegations or incident of abuse, exploitation or neglect of any child (including but not limited to a juvenile that has been placed by Contracting County) 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 to facsimile number 1-512-424-6716 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call); and,
 - C. Contracting County.

ARTICLE IX
DISCLOSURE OF INFORMATION

- 9.01 Service Provider warrants that, prior to entering this contract, it has verified and disclosed the following information to Contracting County, 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 Contracting County:
- 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 contact 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 the Service Provider that has direct contact with juveniles was the alleged or designated perpetrator;
- E. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct contact with juveniles that are registered sex offenders; and,
- F. The identity of any of the Service Provider's employees, interns, volunteers, subcontractors, agents and/or consultants that have direct 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 ten years; or (3) a jailable misdemeanor conviction or deferred adjudication within the past five years.

ARTICLE X
EQUAL OPPORTUNITY

- 10.01 Service Provider agrees to respect and protect the civil and legal rights of all children and their parents. During the performance of this contract the Service Provider agrees it:
- (a) Will not discriminate against any child, childcare provider, parent, employee or applicant for employment because of race, color, religion, sex or national origin including but not limited to employment, promotion, demotion or transfer, recruitment or advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this non-discrimination.
 - (b) Will, in all solicitations or advertisement for employees placed by or on behalf of the Service Provider, state that all qualified applicants for positions in the Facility, will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - (c) Shall abide by all applicable federal, state and local laws and regulations, including the Prison Rape Elimination Act of 2003, 42 U.S.C. 15601 et seq.
- 10.02 Service Provider agrees that it will not engage in any religious indoctrination or require any of the children placed with the Service Provider under this Agreement to participate in any religious activity. Service Provider further agrees that it will not impose any sanctions or deny any benefits to any children placed with the Service Provider under this Agreement solely on account of the child's religious beliefs or because the child does not participate in religious activities. Service Provider further agrees that it will not engage in any activity with respect to the children placed with the Service Provider under this Agreement that would constitute an establishment of religious or in any manner violate the rights of the children to religious freedom under the First Amendment of the United States Constitution.

ARTICLE XI
OFFICIALS NOT TO BENEFIT

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

ARTICLE XII
DEFAULT, SANCTIONS, PENALTIES FOR BREACH OF CONTRACT

- 12.01 Contracting County may, by written notice of default to Service Provider, terminate the whole or any part of this Agreement, as it deems appropriate, in any one of following circumstances:

- A. If Service Provider fails to perform the work called for by this Agreement within the time specified herein or any extension thereof; or
- B. If Service Provider fails to perform any of the other material provisions of this Agreement, including failure to achieve the defined goals, outcomes, and outputs, or so fails to prosecute the work as to endanger the performance of this Agreement in accordance with its terms, and in either of these two circumstances after receiving notice of default, Service Provider does not cure such failure within a period of ten (10) days.
- C. Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.
- D. The prevailing party in any lawsuit arising out of this Agreement will be entitled to Attorney's fees from the other party, including actions for declaratory relief.
- E. All notices required under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the party at the addresses listed below. A party must provide notice of a change of address during the term of this Agreement. Unless specified otherwise, notices required in this Agreement shall be deemed to have been received when actually received.
- F. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.
- G. The parties intend that, in construing and enforcing the provisions of the Agreement, mediators and judges shall give maximum effect to the principles of contractual freedom and contractual enforceability.
- H. If any court finds any provision of this Agreement to be invalid or unenforceable, this finding shall not affect the validity or enforceability of any other provision of the Agreement.
- I. No express or implied waiver by any party of any right of that party under this Agreement in any specific circumstance shall be considered to waive that right of that party in any other circumstance.
- J. The covenants and agreements in this Agreement are binding on and issued to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

ARTICLE XIII TERMINATION

- 13.01 The term of this Contract shall be for a period of twelve months from the effective date; however, if either party feels in its judgment that the contract cannot be successfully continued, and desires to terminate this contract, then the party so desiring to terminate may do so by notifying the other party in writing, by certified mail or personal delivery to its principal office, of its intention to terminate the contract thirty (30) calendar days from the date of the Notice of Termination. At 12:00 o'clock Midnight, thirty (30) calendar days after the date of the Notice of Termination, this contract shall terminate, become null and void, and be of no further force or effect. Such termination shall not affect or diminish Contracting County's responsibility for payment of any amounts due and owing at the time of termination of the contract. Contracting County shall remove at its expense all children placed in the Facility on or before the termination date.
- 13.02 Service Provider shall cease to incur costs associated with this Agreement upon termination or receipt of written notice to terminate, whichever occurs first.

ARTICLE XIV WAIVER OF SUBROGATION

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

ARTICLE XV
INDEMNIFICATION

- 15.01.1 It is further agreed that Service Provider will indemnify and hold harmless Contracting County against any and all negligence, liability, loss, costs, claims or expenses arising out of wrongful and negligent act(s) of commission or omission by Service Provider, its agents, servants or employees arising from activities under this contract. Service Provider shall have no obligation to indemnify and hold harmless Contracting County for any act(s) of commission or omission of the County or the County's agents, servants, or employees arising from or related to this contract for which a claim or other action is made.

ARTICLE XVI
SOVEREIGN IMMUNITY

- 16.01 This Agreement is expressly made subject to Contracting 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 Contracting County has by operation of law. Nothing in this Agreement is intended to benefit any third party beneficiary.

ARTICLE XVII
REPRESENTATIONS & WARRANTIES

- 17.01 Service Provider hereby represents and warrants the following:
- A. That it has all necessary right, title, license and authority to enter into this Agreement;
 - B. That is qualified to do business in the State of Texas; that it hold all necessary licenses and staff certifications to provide the type (s) of services being contracted for; that it is in compliance with all statutory and regulatory requirements for the operations of its business; and that there are no taxes due and owing to the State of Texas, the County of Contracting County or any political subdivision thereof; and,
 - C. Service Provider will maintain in force policies of general liability insurance against loss to any person or property occasioned by acts or omissions of Service Provider. Certified copies of original insurance policies shall be furnished to Contracting County upon request. Furthermore, the Contracting County shall be notified immediately upon any changes in the status of insurance policies and shall promptly furnish updated certificates of insurance to Contracting County.
 - 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 administrative rules regarding abuse, neglect and exploitation allegations.
 - E. The vendor or applicant certifies that the individual or business entity named in this agreement, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

ARTICLE XVIII
TEXAS LAW TO APPLY

- 18.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas.

ARTICLE XIX
VENUE

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

ARTICLE XX
LEGAL CONSTRUCTION

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

ARTICLE XXI
PRISON RAPE ELIMINATION ACT

- 21.01 Service Provider shall adopt and comply with all federal, state, county, and city laws, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA) which establishes a zero-tolerance standard against sexual abuse and sexual harassment of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual abuse and sexual harassment in facilities housing adult and juvenile Offenders. [PREA §115.312(a)]
- 21.02 Under PREA, Service Provider is complying with PREA standards [PREA §115.312(b)] and shall make available to the Chief Juvenile Probation Officer, or designee, all incident-based aggregated data reports of sexual abuse at its facility within 24-hours of the allegation, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30th [PREA §115.387(e) and (f)].

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


EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL. IN WITNESS WHEREOF, we hereunto affix our signature this _____ day of _____, 2017.

Brazos County
Probation Department

TrueCore Behavioral Solutions, LLC

Doug Vance, PhD.
Executive Director

Regional Director



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

10/10/17



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Expo Complex NUMBER:

DATE OF COURT MEETING: 10/10/2017

ITEM: Consider and take action on the agreement for use of Brazos County Funds by and between Brazos Valley Fair and Rodeo and County of Brazos, State of Texas

TO: Commissioners Court

FROM: Tom Quarles

DATE: 10/02/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
------------------	--------------------	-------------

AGREEMENT FOR THE PAYMENT AND USE OF BRAZOS COUNTY FUNDS

BY AND BETWEEN

BRAZOS VALLEY FAIR & EXPOSITION AND COUNTY OF BRAZOS, STATE OF TEXAS

THE STATE OF TEXAS

KNOW ALL PERSONS BY THESE
PRESENTS

COUNTY OF BRAZOS

THIS AGREEMENT FOR THE PAYMENT AND USE OF BRAZOS COUNTY FUNDS ("Agreement") is made and entered into by and between BRAZOS VALLEY FAIR & EXPOSITION, a Texas nonprofit corporation ("Fair") and COUNTY OF BRAZOS, STATE OF TEXAS ("County"), acting by and through duly authorized agents and offices, and is effective for all purposes on this October 1, 2017 ("Effective Date").

WITNESSETH

WHEREAS, the County finds a public purpose in the encouragement, promotion, and maintenance of agricultural education, science, and research; and

WHEREAS, the Fair was formed for educational, scientific and charitable purposes to encourage, promote and maintain agricultural science, research, and educational functions and to provide scholarships for youth participants ("Purpose"); and

WHEREAS, the County has provided Funds (as defined herein) for the support of said Purpose; and

WHEREAS, the Fair will provide educational programs and opportunities for the youth and adults of the community in the areas of agricultural science and research; and

NOW, THEREFORE, for the mutual consideration stated herein, the receipt and sufficiency of which is hereby acknowledged, the Fair and County agree as follows:

AGREEMENT

1. TERM. The Term of this Agreement shall be one (1) year from the Effective Date.
2. FUNDS. Fair shall be funded from certain available revenues generated pursuant to the Hotel Occupancy Tax, Texas Tax Code, Chapter 352, and shall be disbursed by the County during the Term of the Agreement. Fund disbursement shall be authorized by Hotel Occupancy Tax Committee. The County has no control or authority over the Funds and shall make no disbursements of said Funds without {Hotel Occupancy Tax Committee authorization.
1. FAIR EMPLOYEES. The County shall provide salaries in the proportions set forth in this Paragraph 3, for the following positions:

- a. 100% of the Assistant Fair Manager position;
- b. 100% of the Senior Fair Manager position;
- c. 100% of the Sponsorship Coordinator position; and
- d. 33.34% of the General Fair Manager position.

Health insurance and other benefits equivalent to that of County employees shall be available in the same proportions set forth in this Paragraph 3.a-d. These Fair Employees will be treated as County employees for purposes of personnel and payroll policies and procedures. These Fair Employees are subject to the same statutory provisions as County employees regarding all wages and benefits. Fair Employees shall be available to assist in all aspects of the operation of the Brazos County Expo.

2. **PAYROLL SERVICES.** The County shall provide payroll services for all Fair Employees for the Term of this Agreement.
3. **OFFICES.** Fair Employees shall be allocated use of office space at the Brazos County Expo Complex for the Term of this Agreement. The County may relocate Fair Employee's offices as needed at the sole discretion of the County. Utilities for Fair Employee offices shall also be provided by the County.
4. **LEGAL SERVICES.** County may provide, at the County's sole discretion, general legal services for the Fair on a case by case basis. The County may cease to provide legal services at any time the County deems there to be a possible conflict of interest, or if the County determines that the legal services requested by the Fair are of a nature that is incompatible with County duties.
5. **GENERAL OFFICE SUPPLIES AND EQUIPMENT.** The County shall provide one (1) computer, office furniture and telephones/facsimile.
6. **VEHICLES.** The County shall provide one (1) vehicle to the Fair for use in conjunction with Fair activities and business. The County shall provide insurance for said vehicle at no cost to the Fair. Use of County vehicles by Fair Employees must comply with County policies on vehicle usage.
7. **INFORMATION TECHNOLOGY SERVICES.** The County shall provide the following Information Technology services during the Term of the Agreement:
 - a. Internet access
 - b. Computer hardware configuration and installation
 - c. General troubleshooting and IT help desk services
8. **EXTERNAL AUDIT REQUIREMENTS.** (IF REQUESTED BY the BRAZOS COUNTY AUDITOR) The Fair agrees that County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Fair agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement, unless a longer period of records retention is stipulated. The Fair agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. The Fair agrees that County, or its designated representative, shall further have the right to

review and to copy any records and supporting documentation for prior years in which County provided funds to the Fair under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined or agreed to by the Brazos County Commissioners Court. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the Fair. During said audit, The Fair shall require that a management letter be prepared by auditor. The management letter shall identify issues not required to be disclosed in the annual financial report but shall state any concerns and suggestions noted during the audit. Annual financial statements (audited if available) are due to County within six (6) months of completion.

9. **RECORDS.** The Fair is responsible for all record keeping associated with Fair activities. The Fair shall maintain and make available for inspection by the County upon request, consistent with federal and state law, any and all records the County determines, at its sole discretion, to be necessary for the Commissioners Court of Brazos County to justify its continued participation in supporting the Fair with funding. Said records shall be retained and made available for inspection and audit by the County upon reasonable notice. The Fair shall retain all records for a period of five (5) years.
10. **VENUE AND GOVERNING LAW.** The validity of the Agreement and all matters pertaining thereto shall be governed and determined by the Constitution and the laws of the State of Texas. Venue for any suit filed against County shall be in Brazos County.
11. **INDEMNITY.** The parties hereto agree to indemnify one another for and hold one another harmless from and against all suits, claims, demands, liabilities, or actions resulting or alleged to result from the breach, violation or non-performance of the services stated herein and for any damage to any person resulting from any action or omission or negligence on the part of each party thereto.
12. **SOVEREIGN IMMUNITY.** The parties understand that the County does not waive or relinquish any immunity or defense on behalf of itself, officers, employees, agents, and volunteers as a result of its execution of this Agreement and the performance of the covenants contained herein. Further, the County is not responsible for any civil liability that arises from any act or omission made within the course and scope of this Agreement. The parties understand and agree that the County does not assume civil liability under any theory of law for the actions of the Fair in providing services hereunder.
13. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
14. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements or understanding, oral or written, between

or among the parties hereto, relating to the subject matter of the Agreement, which are not fully expressed herein.

15. COUNTY INVOLVEMENT. The County and Fair state that to the best of their knowledge, no officer, agent, or employee of the County who exercises any function or responsibility in connection with the carrying out of this Agreement or the services to which it relates has personal interest, direct or indirect, in this Agreement.

16. TERMINATION. This Agreement may be terminated by either party upon thirty (30) days written notice. Such notice shall be mailed return receipt requested to the non-terminating party at the addresses listed below.

17. NOTICES.

All notices to the Brazos Valley Fair & Exposition shall be sent by certified or registered mail, addressed to:

Brazos Valley Fair & Exposition
200 South Texas Avenue, Suite 329
Bryan, Texas 77803

with a copy to:

Fair General Manager
5827 Leonard Road
Bryan, Texas 77807

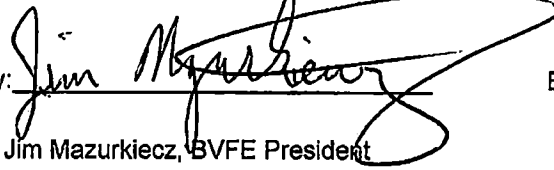
All notices to County of Brazos shall be sent by certified or registered mail, addressed to:

County of Brazos
200 South Texas Avenue, Suite 332
Bryan, Texas 77803

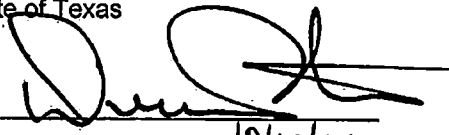
18. ACCEPTANCE OF TERMS. The signature of both parties shall evidence acceptance of these terms.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Brazos Valley Fair & Exposition
a Texas nonprofit corporation

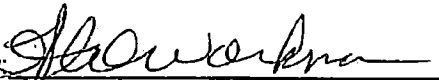
By: 
Jim Mazurkicz, BVFE President

County of Brazos
State of Texas

By: 
10/10/17
Duane Peters, County Judge

ATTEST


County Clerk, Brazos County

By: 
Chief Deputy



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 10/10/2017
ITEM: Contract # 18-015 with Argyle Security for security system maintenance at Brazos County Detention Center.
TO: Commissioners Court
FROM: Mandy Rutledge
DATE: 10/04/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR
ALTERNATIVES: Contract with Argyle Security for security maintenance contract at Brazos Count Detention Center in amount \$4,475.

ATTACHMENTS:

File Name

[Service Contract #18-015.pdf](#)

[Argyle Security Contract.pdf](#)

Description

Service Contract

Maintenance Agreement

Type

Cover Memo

Backup Material

**SERCUITY SYSTEM MAINTENANCE - JAIL
SERVICE CONTRACT**

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

IQ Request No. 18-015
Page 1 of 8 Pages

GENERAL REQUIREMENT FOR CONTRACT

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

ASSIGNMENT

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

AWARD

Brazos County reserves the right to award this contract on the basis of LOWEST AND BEST OFFER in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. The County reserves the right to accept or reject in part or in whole, any IQs submitted, and to waive any technicalities for the best interest of the County.

CONTRACT OBLIGATION

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

QUANTITIES

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

CONTRACT RENEWALS

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

HOLD HARMLESS AGREEMENT

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

INSPECTIONS & TESTING

Acceptance of merchandise, work, and/or equipment provided shall be made by Brazos County at the sole discretion of the Commissioners Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to Brazos County of any and all documentation as may be required. Title and Risk of Loss of the goods shall not pass to Brazos County until the County actually accepts and takes possession of the goods at the point or points of delivery.

ADDITION/MODIFICATION OF LOCATIONS OR SERVICES

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

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

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

INVOICES & PAYMENTS

Payments to Contractors will not be made if the Contractor cannot produce a Brazos County Purchase Order. Contractor shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, shall be corrected by the Contractor.

When multiple deliveries and/or services are required, the Contractor may invoice following each delivery or performance of service and Brazos County will pay on invoice within thirty (30) days upon receipt of invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. The Contractor will provide an invoice for each month in which Brazos County is responsible for payment, during the duration of the contract. Prior to any and all payments made for goods and/or services provided under this contract, the Contractor should provide their Taxpayer Identification

Number or Social Security number as applicable. This information must be on file with Brazos County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

PRICING

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

TAXES

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

GOVERNING FORMS

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

GOVERNING LAW

This bid solicitation is governed by the competitive bidding requirements of Brazos County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazos County may request and rely on advice, decisions and opinions of the Attorney General of Texas and Brazos County Attorney concerning and portion of these requirements. Potential vendors are advised they may have disclosure requirement pursuant to Texas Local Government Code, Chapter 176.

This law requires persons desiring to do business with the County to disclose any gifts that have an aggregate value in excess of \$250.00 given to any employee of the County, County Official to the County Official's family members or employment of any employee of the County, County Official or the County Official's family members during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Brazos County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law. Bidder understands that Brazos County is a government subject to Texas State and Federal public information statutes.

DISQUALIFICATION OF OFFEROR

Upon signing this contract, an offeror offering to sell supplies, materials, services, or equipment to Brazos County certifies that the offeror has not violated the antitrust laws of this state codified in Texas

Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Brazos County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, if one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a Contractor from submitting multiple bids for different products or services.

SEVERABILITY

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

SILENCE OF SPECIFICATIONS

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

TERMINATION

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

POLICY REQUIREMENTS FOR CERTIFICATE OF INSURANCE

CONTRACTOR'S INSURANCE

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

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

behalf of the subcontractor. (TLC Sec. 401.011)

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

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

LIMITATIONS

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

COVERAGES/WAGES

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

SOVEREIGN IMMUNITY

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

NOTICES

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

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

CONTRACTOR:

Sales Contact Name:

Phone Number:

Billing Info:

DAVID EVANS

210-668-7010

Craig Burch

210-240-9150

Brian Hinkle

210-748-2939

ASSIGNABILITY

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

FISCAL FUNDING CLAUSE

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

WAIVERS

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

ENTIRE CONTRACT

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

AVAILABILITY AND RETENTION OF RECORDS

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

initiated before the expiration of such time periods required by state or federal law regarding retention of records, the Contractor shall retain such records until the audit is concluded and all issues resolved. Contractor shall provide Brazos County with copies of such audits that be conducted with respect to the contract.

AUDIT RESPONSIBILITY

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

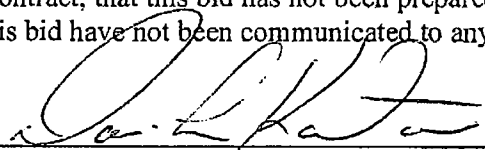
The Contractor shall repay to Brazos County the full amount received for duplicate billings, erroneous billings, false or deceptive claims. The Contractor recognizes and agrees that Brazos County may withhold any money due and recover through any appropriate method any money erroneously paid under this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

INDEMNIFICATION

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

CERTIFICATION OF BID

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

Signed By:  Title: V.P. Technical Sales

Typed Name: DARWIN KATAN

Company Name: Argyle Security Group Phone No. 210-798-2938

Email Address: dkatan@argylesecurity.com

Mailing Address: 12903 Delivery Dr SAN Antonio, TX 78247
P. O. Box or Street City State Zip

Employer Identification Number: 74-2947720

Social Security Number: N/A.

Approved by Commissioners Court on this 10th day of October 2017 by

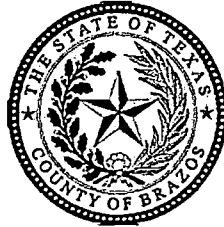


18-015

ARGYLE SECURITY

12903 Delivery Drive
San Antonio, TX 78247
Main. (210) 495-JAIL (5245)

ISI MGS FINE & SECURITY Com-Tec MGS PDI



Brazos County Sheriff's Office

Attn: Mr. Cory Knapp
CKnapp@brazoscountytexas.gov

Proposal # 70-2017-0546

Brazos County Jail – Service Maintenance Agreement Proposal –

ARGYLE Security Group Inc., would like to thank you for the opportunity to provide a Service Maintenance Agreement Proposal for your facility. This comprehensive proposal provides for the continued maintenance of your security and control system providing you the upgrades and support necessary to maintain the integrity required for your facility. The following is a written description of the services that will be provided by **ARGYLE** Security Group Inc. to maintain the system/s that you currently have in place.

*Note that only equipment installed or serviceable by **ARGYLE** Security is covered by this agreement.*

ARGYLE Security Group Inc., provides service and maintenance on the equipment as describe below,

- Touch Screen Security Control System
- Computers & Monitors
- Administrative & Report Tracking Review Station
- IP CCTV Cameras & Video Work Stations
- Investigating Network Digital Video Recording Equipment
- Audio & Paging System
- Access Control System
- Vehicle Loop Detector
- Detention Hardware
- Detention Slider & Swing Doors
- Detention Stainless Steel Furniture
- Detention Grade Glass for Doors & Windows

Security Electronics Support:

Trouble Shoot, Repair & Test Cameras, & Network Recording Components:

**** verify the following**

- Check cameras / lens focus and auto iris.
- Check camera field of view and adjust to customer's requirements.
- Check camera / housing viewing window and see if it needs to be clean, inside and out.
- Check if camera lens is dust free.
- Check operation of pan tilt, and zoom focus and keyboard controller
- Check and test NVR Recorder
- Check and confirm storage, recording operations and network connectivity on all DVR/NVR's

Trouble Shoot, Repair & Test Control & Intercom Equipment:

**** verify the following**

- Monitors are free from picture burn-in, and distortion.
- Monitors have proper contrast and brightness.
- Check switcher for proper sequencing and call-ups
- Check monitor screens, control panels, and keyboards.
- Check coaxial connectors on the back panels for loose connections.
- Check power connections to insure AC plugs are not loose or power cables frayed.
- Check UPS power supplies and battery life
- Check gate controller
- Check and test all Intercoms

Trouble Shoot, Repair & Test Wire & Cable:

**** verify the following**

- Check wiring and cable harnesses for wear and fray.
- Check to make sure cable is dressed properly.
- Check connectors and cable entry points for loose wiring.
- Coaxial cable is transmitting an adequate video signal to control room.
- Signal should be free of distortion, tearing, hum-bars, EMI, and rolling, etc.
- Make sure all coaxial connectors are insulated from conduit and pull boxes.

Detention Lock and Hardware Support:

Trouble Shoot, Repair & Test Swing Doors, Hardware & Locking Devices (if applicable):

**** verify the following**

- Obtain proper door alignment per manufacturer's specification (as needed).
- Calibrate and align doors per manufacturer's specifications (as needed).
- Adjust locking mechanism to maximum setting and engagement (as needed).
- Check for proper operation of locking mechanisms per manufacturer's specifications (as needed).
- Remove excess grease deposits (as needed).
- Calibrate limit switch adjustment settings for proper indication (as needed).
- Test individual key release and re-locking functions (as needed).
- Clean/lubricate and adjust all moving parts. (As needed).
- Test electrical operation of door control and indication mechanism.

Trouble Shoot, Repair & Test Slider Doors, Hardware & Locking Devices (if applicable)

**** verify the following**

- Obtain proper door alignment per manufacturer's specification (as needed).
- Calibrate and align doors per manufacturer's specifications (as needed).
- Check for proper operation of locking mechanisms per manufacturer's specifications (as needed).
- Adjust locking mechanism to maximum setting and engagement (as needed).
- Lubricate locking mechanism with proper lubricant (as needed).
- Calibrate limit switch adjustment settings for correct indication settings (as needed).
- Calibrate limit switch adjustment for correct travel setting (as needed).
- Test individual key release and manual re-locking functions (as needed).
- Clean/lubricate all moving parts with proper lubricant (as needed).
- Test electrical operation of door control and proper indication (as needed).
- Test emergency release function of doors and make critical adjustments (as per customer's approval).

Service and Repairs:

ARGYLE Security Group Inc. provides a commissioning or repair report to the facilities management of any abnormalities and troubles found on your Security Electronic System and/or Detention Locks & Hardware. Any component or devices found needing replacements or repairs will be documented in the report. Should the facility decide to replace or repair noted items, a quote will be provided by ARGYLE Security Group Inc. The report will also include recommendations for any additional services or upgrades available.

ARGYLE SECURITY

12903 Delivery Drive
San Antonio, TX 78247
Main. (210) 495-JAIL (5245)

ISI

MCS FIRE & SECURITY

COM-TEC

MCS

PDI

Software Support:

As a part of the program **ARGYLE** provides phone, online, and programming support for diagnostics and corrective actions. **ARGYLE** will also provide required updates on Argyle Installed Systems.

These benefits can be accessed M-F from 8 to 5 by calling the **ARGYLE** Service Group.

Standard Rate based on 24 hrs/yr @ \$150/hour →
Discounted Rate →

\$3600 per year (stand alone service)
\$2500 per year (included with SMA)

Note that SSAs are now a required and integral part of all Service Maintenance Agreements.

Preferred Customer Benefits:

ARGYLE is including after-hours phone support with this program. You will not be charged for otherwise billable (normally \$150/hr) after-hours and weekend phone support. Call our after-hours support line and the first available technician will return your call.

Service Maintenance Agreements entitle the facility to a 10% discount on Labor and Material during the Agreement period.

Software Support Agreements entitle the facility to a 10% discount on programming changes, additions, and modifications to the existing system during the Agreement period.

Exclusions on this Quote:

ARGYLE Security Group Inc. Will not be responsible for additional cost incur, for example, *Ladders greater than 20' extension, lifts, scaffolds, this is for hard to reach areas that need to be serviced or maintained, and these items are not standard equipment on ARGYLE Security Group Inc. service trucks.*

ARGYLE Security Group Inc. Can also provide emergency service calls please call for pricing.

All materials needed for repairs will be supplied from facility stock or purchased separately.

ARGYLE SECURITY

12903 Delivery Drive
San Antonio, TX 78247
Main. (210) 495-JAIL (5245)



- Brazos Co Service Maintenance Agreement Proposal -

ARGYLE Security Group Inc. will provide service trips as detailed and selected below, each trip includes tech(s), travel, lodging, meals and 8 hours onsite with either a Security Electronics or Detention Hardware Technician. Technicians will inspect, repair, and test any systems installed or serviceable by **ARGYLE** Security Group Inc. as requested by the customer at the time of the service call.

ARGYLE Security Group Inc. will provide On-Line support scheduled in the programming queue Monday through Friday from 8 to 5 CST. Call back phone support is included without the usually hourly charge.

All materials needed for repairs will be supplied from facility stock or purchased separately.

ARGYLE Security Group Inc. **Annual Program – Commissioning (2 techs) + 2 Service Visits**

- [1] Annual Detention and Security Electronic System Commissioning test
- [2] Detention or Security Electronic Trips [8hr increments]
- Phone, and Online Software and Engineering Tech Support
- [Material Discount 10%]

Total: \$9,300.00

ARGYLE Security Group Inc. **SMA Program – 1 Service Visit**

- [1] Security Electronic Trips [8hr increments]
- Phone, and Online Software and Engineering Tech Support
- [Material Discount 10%]

Total: \$ 4,475.00

☐ Annual Program ☒ SMA – 1 Visit Program

Representative: _____

Date: 10/10/17

Purchase Order #: _____

Date: _____

Sincerely

David J. Evans
Detention Service Technician

ARGYLE
SECURITY



12903 Delivery Drive
San Antonio, TX 78247
Dir: 210.495.JAIL (5245) ext.3174
Cell: 210.668.7010
Fax: 210.495.9863
DEvans@argylesecurity.com



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 10/10/2017

ITEM: Approval of contract # 18-024 with Cummins Allison for preventative maintenance on 2 jet scanners.

TO: Commissioners Court

FROM: Leslie Contreras

DATE: 10/05/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Cummins Allison.pdf](#)

Description

Contract

Type

Backup Material



PO Box 339 • 891 Feehanville Dr.
IL 60056 • 847.299.9550

Mt. Prospect,

Machine Location: 22454*2 County: Brazos
TX Brazos Cnty Tax Assessor
4151 County Park

City: Bryan State: TX Zip: 77802
Contact: Helen Cook
Phone #: 979 361 4520

Application: ☒ Commercial ☐ Rural
Support Type: 1

Preventative Maintenance Inspection Agreement

This is not an Invoice Terms: Service not rendered until receipt of Payment.

Page 1

Customer Number	Date entered at Home Office	Reference #
-----------------	-----------------------------	-------------

Bill To: _____ County _____
TX Brazos Cnty Tax Assessor
P. O. Box 914
City: Bryan State: TX Zip: 77803
Attention: Accts Payable NAICS: _____
Phone: _____ ☐ Tax Exempt
PO # _____ (Certificate Attached)

Billing Frequency: A

A, S, T, Q, 2, 3 (Additional charges for other than annual or multi-year)

Mail this Signed Contract to:

Cummins-Allison Corp.	
10900 Brittmoore Park Dr., Suite F	
Houston, TX 77041	
For Service Please call:	713-466-8646

Line #	Description of Covered Machine/Accessory/Option	Coverage Code*	Location / Site ID	Part Number	Serial Number	Volume Code	Service Branch	Sales Rep	# Annual Inspections	Base Amt. (Annual)	Zone	Zone Amount	Total Annual Amount
1	JetScan	8	22454*2	406 9902 00	14062571003172	2	67		2	387.00	4	198.00	585.00
2	JetScan iFX	8	22454*2	480 9254 00	1i125002314161	2	67		2	683.00	4	198.00	881.00
3													
4	DBM Software Support									215.00			215.00
5													
6													
7													
8													

* Each Coverage Code relates to a specific product coverage as described in Section 4 on pages 2 and 3.
If required, additional equipment is listed on page 4.

** See section 7 on Page 3.

Machine Installation Date: _____ Assigned Contract # _____
CTD1 _____ CTD4 _____ Contract Effective Date: 10/29/17
CTD2 _____ CTD5 _____
CTD3 _____ CTD6 _____ Add to Contract - 30139516

Additional Page Totals:
Adder for Support**: Total Base Amounts: 1,285.00 X % _____
1st Year 1,285.00 X % _____
Contract Total 1,681.00
Tax Additional _____

Terms and Conditions (Additional terms and conditions listed on Page 2 and 3)

In consideration of the charges above, payment each year in advance, Cummins Allison, subsequently referred to as C-A, agrees to perform maintenance service and furnish necessary replacement parts, subject to the following terms and conditions, on equipment listed by part number and serial number and location above. If any piece of equipment listed on the contract experiences a regular increase in volume beyond that which was contracted, C-A reserves the right to adjust the annual rate of the contract to the appropriate volume level at the time of renewal.

SECTION 1 - PERIODIC INSPECTION

- On user's premises to inspect, test, clean, lubricate, adjust and perform all other maintenance operations which such inspections and testing shall indicate are required in order to minimize the possibility of break downs and to maintain in proper working order each machine covered by this agreement.
- For the purpose of such inspection each machine listed on this contract must be made available to C-A personnel for the time period required to perform all maintenance functions.

SECTION 2 - EMERGENCY SERVICE

- This agreement includes emergency service requested by the user and found by the service representative to be necessary to keep the equipment in good operating condition.
- This agreement includes all travel expense except on emergency calls requested by users located more than 50 miles from the local C-A office ("rural" box will be marked with an "X" at top of form), in which case a charge for mileage only portal-to-portal will be made.

Subscriber acknowledges having read and understood all pages of this agreement. The terms and conditions on page 2 and 3 of this document are part of this agreement.

Duane Peters Purchaser's Authorized Signature Date 10/10/17
Printed Name and Title of Authorized Signer.

Cummins Authorized Representative Date _____
Please mail signed form to office listed at top of this page.



Copy 1 - Customer

Copy 2 - Field Office

Copy 3 - Home Office

Preventative Maintenance Inspection Agreement

Page 2

BOG-SO-010

Form: 024-2079

Rev 05/08A

Reference No. _____

SECTION 3 – PARTS COVERAGE

1. This agreement includes all parts indicated under the applicable paragraph(s) identified in the Coverage Code column above and described in Section 4--Specific Product Coverage, which can be installed without the use of shop facilities and on user's premises. It does not include supplies or consumable parts excluded under Section 4 Specific Product Coverage.
2. When, in C-A opinion, a shop reconditioning is necessary and on-site repair and parts replacement cannot keep the machine(s) in satisfactory operating condition, C-A will submit a cost estimate. Such work (both parts and labor), if authorized by the customer, will be in addition to the service contract charges.

SECTION 4 – SPECIFIC PRODUCT COVERAGE

This agreement and associated parts coverage applies to the machine part number and serial number corresponding to the Coverage Code(s) and location/s as recorded on the front of this agreement.

CODE 1 Perforators – All parts excluding die blocks.

CODE 2 Imprinters, Signers and Endorsing Equipment – All parts excluding: signature and endorsing dies; PROMS; ink and ink rollers; and rubber feed rollers.

CODE 3 Bursters and Decollators – All parts excluding roll cleaner or other supplies.

Paper Shredders – Excludes plastic bags and lubricating oil.

- Does not include parts or labor necessitated by excess use. This is defined as exceeding 150 hours of operation per month.

- Does not include parts or labor necessitated by misuse. This includes, but is not limited to, continuous shredding of material other than paper products, credit cards, staples or occasional one inch paper clips.

Note: High Security Cross Cut Shredders are "paper only" shredders. Unacceptable material would include, but not limited to, microfilm, microfiche, jumbo paper clips, brass fasteners, binder clips, or other metals objects.

CODE 4 New Machine Coverage - Shredders

- Signed within 90-day labor warranty period.

- Full parts and labor coverage on customer premises or Cummins-Allison local service facility (supersedes Section 3, Paragraph 2). There may be a charge for labor at 50% of the local Cummins-Allison Service Branch labor rate for extensive repairs (exceeding two (2) hours) on High Security Shredders and large, high volume shredders (208, 220, 460 volt units) that can not be removed from the customer's premises.

CODE 4A Strip Cut Shredders – Cutters become consumable, chargeable parts after the five (5) year warranty.

CODE 4B Particle Cut Shredders – Cutters and deflectors become consumable, chargeable parts after the three (3) year warranty.

CODE 4C High Security Cross Cut Shredders - Cutters and deflectors become consumable, chargeable parts after the one (1) year warranty.

CODE 5 Existing Machine Coverage – All Shredder Models

- Signed after the 90 day labor warranty period.

- Limited parts and labor coverage. Does not include cutters, combers, separators, deflectors, spacers or cutter shafts except where warranties apply. Also refer to Section 3 Paragraph 2.

CODE 6 MICR Encoders – All parts covered excluding Printer Paper, Printer Ribbons and MICR Ribbons.

CODE 7 JetCount Currency Counters – All models. All parts covered excluding roll cleaner, compressed air, carrying case, imprinting dies and ink rollers.

CODE 8 JetScan Currency Scanners – All models. All parts covered excluding roll cleaner, compressed air, carrying case.

CODE 9A JetCash Currency Dispensers – All parts covered excluding picker module assemblies, stacker module assemblies, transport assemblies, currency cassettes and software license fees.

CODE 9B JetCash Currency Dispensers Extended Coverage– All parts covered excluding currency cassettes, and software license fees.

CODE 10A JetSort Coin Sorters – All Model 1000, 2000, 3500, 4000 Series includes Sort Disk coverage for five years from install date, while under PMIA. Excludes Sort Pads, ribbons, and printer paper.

All 5000/6000 Series: Excludes Sort Disk (unless entering into Sort Disk coverage PMIA), Sort Pads, ribbons and printer paper.

CODE 10B JetSort Coin Sorters – All Models-No Parts Coverage.

Code 10C JetSort Coin Sorters - Self-Service Models 6000 Series.(Models 6680-6699) All parts including Sort Disk for five years from install date and Sort Pads. Excludes supply items such as ribbons & printer paper.

I have read and agree to these terms:

Buyers Initials:



Date:

10/10/17

- CODE 11** External Device – C-A Personal speech system, C-A Printer Kit, Remote Display, Bar Code Scanner or other C-A supplied external device. Excludes all supply items.
- CODE 12A** Coin Wrappers – All parts covered excluding Wrap Rollers, Crimps Hooks, Hopper Belts, Coin Feed and Drive Belts.
- CODE 12B** Coin Wrappers Extended Coverage - All parts covered including Wrap Rollers, Crimps Hooks, Hopper Belts, Coin Feed and Drive Belts.
- CODE 12C** Coin Wrappers-Very High volume – Over 6000 rolls per day. Parts coverage same as Code 12B.
- CODE 12D** Coin Wrappers – No parts coverage.
- CODE 13** Coin Counters and Coin Dispensers – All parts covered excluding Coin Feed Belts and Hopper Belts.
- CODE 14** Casino Coin Scale – Includes Terminal, Remote Keyboard, Center Dump Hopper, Printer. Excludes Load Cell and Ribbons.
- CODE 15** Coin Transport System – No parts coverage.

SECTION 5 – DISCLAIMERS AND LIMITATION OF LIABILITY

1. This agreement does not include new attachments, modifications, retrofits, changes in inscription to dies blocks or dies requested by user.
2. **This agreement does not include parts or labor** necessitated by acts of God, war, fire, water sabotage or accidental damage.
3. **This agreement does not include parts or labor** necessitated by adverse environments (temperature, humidity, poor or fluctuating electrical power), volumes in excess of the 'volume rate' identified in this agreement, mis-use, abuse, sabotage, damage due to shipping or other casualty loss or damage.
4. Repairs by unauthorized service personnel will void this agreement. If such repairs necessitate service from C-A authorized service personnel, a charge for parts and labor will be issued to the customer.
5. C-A'S SOLE RESPONSIBILITY UNDER THIS AGREEMENT IS FOR SERVICE AS SPECIFIED. IN NO EVENT WILL C-A BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF C-A HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY.
6. C-A reserves the right to deny service to equipment that is located in environments which, at the discretion of C-A, would subject C-A service personnel to an unreasonable risk of harm. Equipment to be serviced under this Agreement and located in an unreasonable dangerous environment must be first relocated to a location identified by C-A at the Customer's expense.

SECTION 6 – ACCEPTANCE AND RENEWAL

1. This agreement is subject to acceptance by C-A in Mt. Prospect, which will evidence acceptance of this agreement by billing for such service from its office in Mt. Prospect, Illinois. All payments for service rendered under terms of this agreement are to be forwarded to Cummins-Allison Corp., 891 Feehanville Drive, Mt. Prospect, Illinois 60056.
2. This agreement will renew itself automatically each year at the rates in effect at the time of renewal and will continue unless cancelled in writing by either party 30 days prior to renewal. Any taxes, now or hereafter imposed upon the furnishing of the service and/or material herein described or upon the control thereof or the receipts therefrom shall be paid for by the owner or user of the equipment.
3. Cancellation Policy: If in the event a contract is cancelled by the customer prior to the expiration date, the prorated (unused) portion of the contract will be refunded to the customer with any services performed during the partial contract period being charged back, less the value of any paid portion of the contract that has not been refunded. Prorated refunds will not be reduced for cancellation of contract on equipment that is replaced with new equipment, provided the new equipment is placed immediately under contract.

SECTION 7 – SUPPORT TYPE: Hours, Shifts, Volumes

Support Type Adder Description

- 1 0% Standard: 8AM-5PM, Mon-Fri, Response within 24 Hrs.
 - 2 10% Extra: 7AM-7PM, Mon-Fri, Response within 24 Hrs.
 - 3 20% 6 Days: 8AM-5PM, Mon-Sat, Response within 24 Hrs.
 - 4 30% 7 Days: 8AM-5PM, Mon-Sun, Response within 24 Hrs.
 - 5 50% 24/7: Around the Clock, 7 Days, Response within 24 Hrs.
 - 6 40% 12/7: 7AM-7PM, 7 Days, Response within 24 Hrs.
 - 7 Ala Carte After Hours-Ala Carte: Service requested beyond Standard Hours-Labor/Travel Invoiced Separately
 - 8 25% 2 Shifts: Machine operated 2-Eight Hour Shifts, Stand. Hours
 - 9 50% 3 Shifts: Machine operated 3-Eight Hours Shifts, Stand. Hours
- Types 8 & 9: After Hours service billed separately with approved Quote.

Section 8 – Power Requirements.

- Voltage Operating Range: 105 - 130 VAC.
- Frequency: 50/60 Hz
- Electrical Supply circuit: A 15 Amp electrical supply properly grounded and protected by a circuit breaker must be provided with this equipment. The three-prong grounded plug supplied with this equipment must be plugged into a properly grounded three-prong outlet. To ensure proper operation of this equipment, a separate circuit serving only this device should be provided.
- It is the customer's responsibility to provide a power line that is grounded and protected by a circuit breaker in accordance with the applicable local electrical code.
- Power disruptions that result in input voltage other than the power requirements as specified in the equipment specifications can lead to improper operation or result in the failure/damage to electrical components. Such power disruptions are not covered under the machine warranty or Preventative Maintenance Agreement. Power conditioning/stabilizing devices are available through Cummins-Allison Corporation.

I have read and agree to these terms:

Buyers Initials:



Date:

10/10/17



AIA®

Document G701™ – 2001

20

Change Order

PROJECT: (Name and address)

Brazos County Courthouse Renovations Phase V

300 East 26th Street

Bryan, Texas 77803

CHANGE ORDER NUMBER: One (1)

DATE: 7 November 2017

OWNER ☐ARCHITECT ☐CONTRACTOR ☐

TO CONTRACTOR: (Name and address)

Madison Construction, L.P.

P.O. Box 3787

Bryan, Texas 77805

ARCHITECT'S PROJECT NUMBER: 1462

CONTRACT DATE: 17 February 2016

FIELD ☐OTHER ☐

CONTRACT FOR: Phase V Renovations

The Contract is changed as follows:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives.)

Refer to the attached for changes or modifications to the work.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was

\$ 5,975,000.00

The net change by previously authorized Change Orders

\$ 000.00

The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was

\$ 5,975,000.00

The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order in the amount of

\$ 454,797.00

The new (Contract Sum) (~~Guaranteed Maximum Price~~), including this Change Order, will be

\$ 6,429,797.00

The Contract Time will be (increased) (~~decreased~~) (~~unchanged~~) by One Hundred Seventy-Five (175) days.

The date of Substantial Completion as of the date of this Change Order, therefore, is 2 May 2018

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Patterson Architects

ARCHITECT (Firm name)

701 South Texas Avenue

Bryan, Texas 77803

ADDRESS

Fred A. Patterson, Jr.

(Typed name)

11-8-17

DATE

Madison Construction

CONTRACTOR (Firm name)

P.O. Box 3787

Bryan, Texas 77805

ADDRESS

Michael Jones

(Typed name)

11-8-2017

DATE

Brazos County

OWNER (Firm name)

200 S. Texas Avenue, Suite 352

Bryan, Texas 77803

ADDRESS

Judge Duane Peters

(Typed name)

11/14/17

DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Attachment to Change Order No. 1

Renovations to
BRAZOS COUNTY COURTHOUSE - PHASE V
Bryan, Texas
Project Number 1462

The following items are changes to the work in this contract:

ASI 14:

Item #1 – 1st, 2nd and 3rd floor IT rooms, paint existing elevator door and frame.	\$ 870
Item #4 – “Toilet 2306” & “Toilet 2310”, replace existing wall hung sink & toilet with new.	\$ 5,293
Item #5 – “Jury Room 2308”, replace existing sink & faucet with new fixtures.	\$ 2,607

ASI 15:

Item #2 – 1st floor “Concourse 1106”, “Concourse 1116”, “Corridor 1111”, & “Corridor 1121”; add corner guards to all exterior corners.	\$ 2,102
Item #3 – 1st floor “Concourse 1106”, install new rubber base at existing black terrazzo locations.	\$ 255
Item #4 – 1st floor “Corridor 1121”, provide a price to paint all existing partitions.	\$ 1,727
Item #5 – 2nd floor “Courtroom 2113”, add new acoustical panels to East partition.	\$ 2,337
Item #6 – 2nd floor “Conference 2109”, install new acoustical panels at North, East & South partitions.	\$ 2,167

ASI 16

Item #1 – “Reception 2106”, add new partition type ‘A’ and new 3’0” x 7’0” x 1-3/4” door with sidelight.	\$ 4,728
--	----------

ASI 18

Item #1 - Replace Existing 4” Main Water Line	\$ 43,182
Item #1A - Excavate and Backfill Sink Hole at Basement Wall.	\$ 8,578
Item #2 - (Alternate) - Pre-Finished Extruded Aluminum Canopy	\$ 73,327
Item #3 - Clean above ceiling spaces and HVAC System at County Attorney 1301, Hot Checks 1330, Collections 1401, Family Violence 1414 and County Clerk 1430 suites	\$119,505
Item #4 - (Alternate) - Replace three detention sliding mechanisms.	\$ 47,641
Item #5 - Stair 4 and Stair 5 Renovation.	\$ 25,127
Item #6 - (Alternate) - Repair roof parapet wall, including new substrate.	\$ 68,176
Item #7 - Investigate / repair North curtain wall leak.	\$ 15,513
Item #8 - Add two exit lights and revise exit lights as required by City of Bryan.	\$ 2,003
Item #9 - New Countertop in “Reception 2400A”.	\$ 1,208
Item #10 - Revise verbiage for Courtroom signs.	\$ 5,876
Item #11 - Add four each card readers, related power supply and controller.	\$ 17,498
Item #12 - Add one each access control duress button at reception counter at “Office 2213”.	\$ 5,077
Total Change Order No. 1	\$454,797

**BRAZOS COUNTY
COMMISSIONERS' COURT
ACTION FORM**

DEPARTMENT Road and Bridge

DEPT. NUMBER 56001000

DATE OF COURT MEETING: November 14, 2017

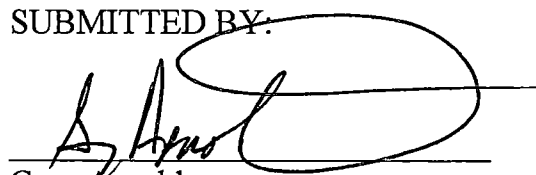
ITEM: Consider and take action on the Final Plat of Indian Lakes Subdivision, Phase XXXIII (33); Lots 1-11, Block 44; 20.544 Acres; J.M. Barrera Survey, A-69; (College Station ETJ) Brazos County, Texas. Site is located in Precinct 1.

SOURCE OF FUNDS: N/A

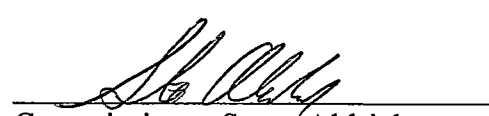
NOTES/REQUIREMENTS:

- Owner: Smiling Mallard Development, Ltd.
- Engineer/Surveyor: McClure & Browne Engineering/Surveying, Inc.

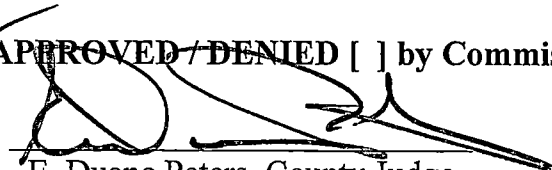
SUBMITTED BY:


Gary Arnold
County Road Administrator

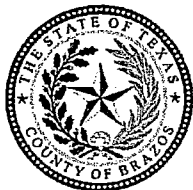
ACKNOWLEDGED BY:


Commissioner Steve Aldrich
Precinct 1

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


E. Duane Peters, County Judge

11/14/17
Date

**Brazos County Road & Bridge Office**

2617 SH 21 West

Bryan, TX 77803

Telephone: (979) 822-2127

Fax: (979) 775-0456

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

APPLICATION DATE *: 8/29/17	RESUBMITTAL: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
PROJECT / SUBDIVISION NAME: Indian Lakes - Phase 33 (Final Plat)	
PROJECT ADDRESS OR LOCATION: South of Anasazi Bluff Drive	
LEGAL DESCRIPTION: Indian Lakes, Phase 33, Block 44, Lots 1-11	
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS:	
NUMBER OF LOTS: 11	TOTAL ACREAGE 20.544
JURISDICTION: <input type="checkbox"/> CITY LIMITS <input type="checkbox"/> College Station ETJ <input type="checkbox"/> OUTSIDE ALL CITY LIMITS AND ETJs	

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

TYPE OF APPLICATION

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

APPLICATION PURPOSE

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

FLOODPLAIN

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

TxDOT RIGHT-OF-WAY

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

DIGITAL FILE SUBMISSION

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

CONTACT INFORMATION

APPLICANT INFORMATION			
FIRM NAME: Smiling Mallard Development, Ltd.			
CONTACT: Travis Martinek			
ADDRESS: 3608 East 29th Street, Suite 100			
CITY: Bryan	STATE: Texas		ZIP: 77802
PHONE: (979) 846-4384		FAX: (979) 846-1461	
EMAIL: travis@clarkewyndham.com			

PROPERTY OWNER INFORMATION			
FIRM NAME: Smiling Mallard Development, Ltd.			
CONTACT: Travis Martinek			
ADDRESS: 3608 East 29th Street, Suite 100			
CITY: Bryan	STATE: Texas		ZIP: 77802
PHONE: (979) 846-4384		FAX: (979) 846-1461	
EMAIL: travis@clarkewyndham.com			

ENGINEER INFORMATION			
FIRM NAME: McClure & Browne, Inc.			
CONTACT: Jeff Robertson			
ADDRESS: 1008 Woodcreek Drive, Suite 103			
CITY: College Station	STATE: Texas		ZIP: 77845
PHONE: (979) 693-3838		FAX: (979) 693-2554	
EMAIL: jeffr@mcclurebrowne.com			

SURVEYOR INFORMATION			
FIRM NAME: McClure & Browne, Inc.			
CONTACT: Kevin McClure			
ADDRESS: 1008 Woodcreek Drive, Suite 103			
CITY: College Station	STATE: Texas		ZIP: 77845
PHONE: (979) 693-3838		FAX: (979) 693-2554	
EMAIL: kevinm@mcclurebrowne.com			

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

PROPERTY OWNER CONSENT / AGENT AUTHORIZATION
--

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

SIGNATURE: 

PRINTED NAME: Travis Martinek

DATE: 8/29/17

SIGNATURE:

PRINTED NAME:

DATE:

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

CALCULATIONS OF FEES

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

RECEIPT BY BRAZOS COUNTY (Official Use Only)

DATE APPLICATION RECEIVED: ____ / ____ / ____

DATE APPLICATION RECEIVED / REJECTED: ____ / ____ / ____

SIGNATURE:

SIGNATURE:

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

Application Check List:

Copies of finished plat with corrections (if any):

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

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

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

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

- ☒ Approval notification from appropriate City.

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

SIMPLIFIED FINAL PLAT REQUIREMENTS

Every Simplified Plat shall include all of the following:

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

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

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

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

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

MASTER PLAN / PRELIMINARY PLAN REQUIREMENTS

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

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

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

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

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

FINAL PLAT APPLICATION REQUIREMENTS

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

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



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: cc2017-Ada Estates Final Plat

DATE OF COURT MEETING: 10/10/2017

ITEM: Final Plat of Ada Estates; Block 1, Lots 1-9; 9.506 Acres; T.W. Blake League, A-6; Brazos County, Texas. Site is located in Precinct 2.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 10/05/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS:

- Owner: Alice Rogers Enterprises, LLC
- Engineer/Surveyor: J4 Engineering/Surveying; Kerr Surveying, LLC

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Final Plat Ada Estates Block 1- Lots 1-9 9.506 AC.pdf	Plat	Backup Material

**BRAZOS COUNTY
COMMISSIONERS' COURT
ACTION FORM**

DEPARTMENT: Road & Bridge

MEETING DATE: November 14, 2017

SUBJECT: Right-of-Way Abandonment

Consider and take action to close, vacate and abandon the right of way of Mary Barton Road. Roadway is part of the Adams Acres Subdivision and is not in use by the public or maintained by the County, therefore, there is no public interest served by retaining this right of way. The abandoned right of way is in the H. C. Cartmell Survey, A-88 of Brazos County. Site is located in Precinct 2.

The following supporting documentation is attached for reference:

- Order Vacating Road
- Exhibit A

SUBMITTED BY:



Darrell W. Kolwes
Right of Way Agent

ACKNOWLEDGED BY:



Sammy Catalena
Commissioner Precinct 2

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



Duane Peters, County Judge

DATE: 11/14/17

**ORDER VACATING ROAD
("Order")**

STATE OF TEXAS §

COUNTY OF BRAZOS §

WHEREAS, the Brazos County Commissioners Court desires to close, abandon, and vacate a public road upon the following tract:

All that certain, lot, tract or parcel of land being 4.02 acres situated in the H. R. Cartmell Survey, Abstract No. 88, Brazos County, Texas, and being a part of that certain Called 124.019 acre tract of record in Volume 370, Page 499, Deed Records of Brazos County, Texas and being part of the Adams Acres Subdivision, same being all of Mary Barton Road as described in said Subdivision, said 4.02 acre tract being more particularly described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein by reference;

WHEREAS, Texas Transportation Code §251.001 defines "abandon" as to "relinquish the public's right of way in and use of the road" and defines "vacate" as to "terminate the existence of the road by direct action of the commissioners court of a county". TEXAS TRANSPORTATION CODE §251.001 (1) and (3); and

WHEREAS, Texas Transportation Code §251.051(a)(1) states "the commissioners court of a county shall order that public roads be laid out, opened, discontinued, closed, abandoned, vacated or altered." TEXAS TRANSPORTATION CODE §251.051 (a)(1); and

WHEREAS, Texas Transportation Code §251.051(b)(1) states "a unanimous vote of the commissioners court is required to close, abandon, or vacate a public road." TEXAS TRANSPORTATION CODE §251.051(b)(1); and

WHEREAS, no person that owns property that abuts the public road being closed, abandoned and vacated has attempted to enjoin the entry or enforcement of this order. TEXAS TRANSPORTATION CODE §251.058(a)(1); and

WHEREAS, the public road being closed, abandoned and vacated does not provide the only ingress or egress to any property adjacent to it. TEXAS TRANSPORTATION CODE §251.058(a)(2); and

WHEREAS, title to the public road being closed, abandoned and vacated to the center line of the road will vest on the date this order is signed by the county judge in the owner of the property that abuts the road being closed, abandoned and vacated, and a copy of this order shall be filed in the deed records of the county and serves as the official instrument of conveyance from the county to the owner of the abutting property. TEXAS TRANSPORTATION CODE §251.058 (b).

NOW, THEREFORE, IT IS ORDERED, upon proper notice and announcement as required by law, and upon motion duly made and seconded, and passed by a unanimous vote, as indicated by the signatures of the County Commissioners below, the public road upon the following tract is hereby closed, abandoned and vacated:

All that certain, lot, tract or parcel of land being 4.02 acres situated in the H. R. Cartmell Survey, Abstract No. 88, Brazos County, Texas, and being a part of that certain Called 124.019 acre tract of record in Volume 370, Page 499, Deed Records of Brazos County, Texas and being part of the Adams Acres Subdivision, same being all of Mary Barton Road

as described in said Subdivision, said 4.02 acre tract being more particularly described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein by reference;

FURTHERMORE, BE IT ORDERED that this Order serves as the official instrument of conveyance of the property described in **Exhibit A**, from the Grantor, Brazos County, Texas, to the owner of property abutting the road closed, abandoned and vacated, said owner being George Adams Richardson, Grantee; the dimensions of the property being conveyed are described in **Exhibit A**, attached hereto and incorporated for all purposes herein.

Issued by authority of the Commissioners Court of Brazos County, Texas, this _____ day of _____, 2017.

Duane Peters
County Judge

Commissioner Steve Aldrich
Precinct 1

Commissioner Sammy Catalena
Precinct 2

Commissioner Nancy Berry
Precinct 3

Commissioner Irma Cauley
Precinct 4

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on _____, 2017, by Duane Peters, County Judge of County of Brazos, Texas, a Political Subdivision of the State of Texas.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on _____, 2017, by Steve Aldrich, Commissioner Pct. 1 of County of Brazos, Texas, a Political Subdivision of the State of Texas.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on _____, 2017, by Sammy Catalena, Commissioner Pct. 2 of County of Brazos, Texas, a Political Subdivision of the State of Texas.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on _____, 2017, by Nancy Berry, Commissioner Pct. 3 of County of Brazos, Texas, a Political Subdivision of the State of Texas.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on _____, 2017, by Irma Cauley, Commissioner Pct. 4 of County of Brazos, Texas, a Political Subdivision of the State of Texas.

Notary Public, State of Texas

Exhibit "A"

FIELD NOTES
BRAZOS COUNTY
RIGHT OF WAY ABANDONMENT
OF
MARY BARTON ROAD
4.02 ACRES
BEING A PART OF
ADAMS ACRES
CALLED 124.019 ACRE TRACT
VOLUME 370, PAGE 499
H. R. CARTMELL SURVEY, A-88
BRAZOS COUNTY, TEXAS
OCTOBER 19, 2015

All that certain, lot, tract or parcel of land being 4.02 acres situated in the H. R. CARTMELL SURVEY, Abstract No. 88, Brazos County, Texas, and being a part of that certain Called 124.019 acre tract of record in Volume 370, Page 499, Deed Records of Brazos County, Texas, same being all of Mary Barton Road as described in said Subdivision, said 4.02 acre tract being more particularly described by metes and bounds as follows:

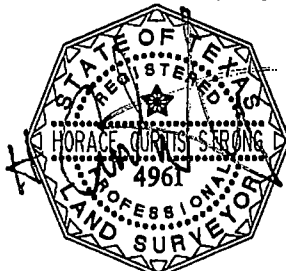
BEGINNING at a point for the most southerly corner, said corner being the most westerly corner of said Tract 4L of Adams Acres, said corner also being located in the northeast right-of-way line of F.M. 974 as described in Volume 163, Page 295, a Concrete Monument found for the most southerly corner of said Tract 4L of Adams Acres bears S 45°08'36" E a distance of 909.77 feet;

THENCE N 45°08'36" W, along the southwesterly line of said Adams Acres and the northeasterly right-of-way line of F.M. 974 a distance of 60.20 feet to a point for the most westerly corner, said corner being the most southerly corner of said Tract 4A Adams Acres;

THENCE N 40°11'51" E, along the southeast lines of said Tracts 4A, 4B, 4C, 4D, 4E and 4F respectively of said Adams Acres a distance of 2731.97 feet to a point for the most northerly corner, said point being in a southerly line of said Tract 4F, said point being the beginning of a curve, a Concrete Monument found for reference in the northeast line of said Adams Acres bears N 04°38'53" W a distance of 932.76 feet;

THENCE, along said curve in a clockwise direction having an arc length of 314.16 feet, a radius of 60.00 feet, a delta angle of 299°59'56", a chord bearing of S 49°48'09" E and a long chord of 60.00 feet to a point for the most easterly corner, said corner being the most westerly corner of said Tract 4G, a Concrete Monument found for the most easterly corner of said Adams Acres bears N 89°07'40" E a distance of 843.22 feet;

THENCE S 40°11'51" W, along the northwesterly lines of said Tracts 4H, 4I, 4J, 4K and 4L respectively of said Adams Acres a distance of 2736.86 feet to the PLACE OF BEGINNING CONTAINING 4.02 ACRES OF LAND MORE OR LESS, according to a survey performed on the ground during the month of September, 2015 under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961 and working under Firm No. 10093500. North Orientation is based on rotating the southwest line to plat calls. For other information see accompanying plat.



NOTES:

North orientation is based on rotating the southwestline to plat calls in Vol. 370, Pg. 499.

All bearings and distances are call and actual unless otherwise noted.

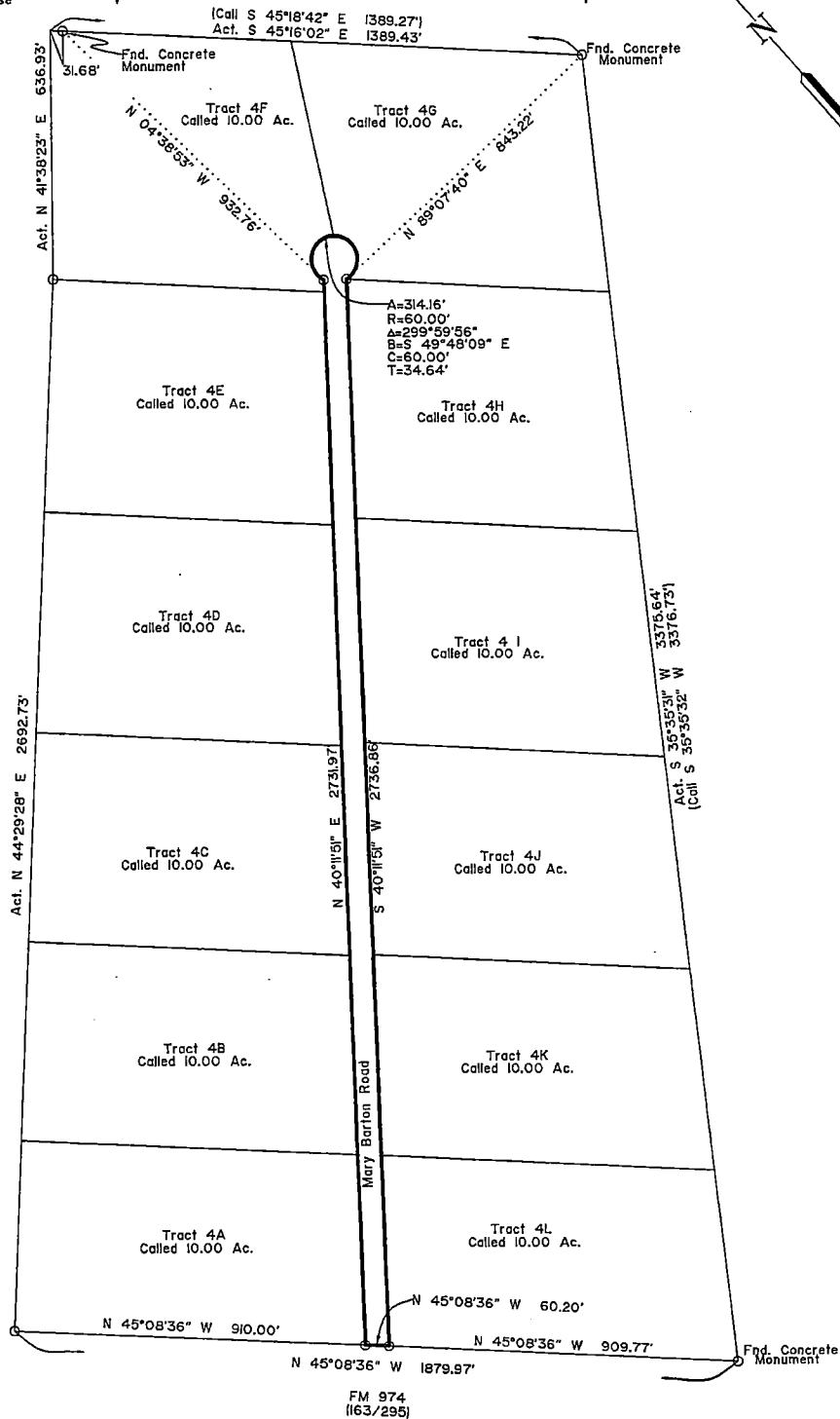


EXHIBIT A
R.O.W ABANDONMENT
BRAZOS COUNTY
4.02 ACRE TRACT
BEING ALL OF
MARY BARTON ROAD
BEING IN
ADAMS ACRES
CALLED 124.019 ACRE TRACT
VOLUME 370, PAGE 499
H. R. CARTMELL SURVEY, A-88
BRAZOS COUNTY, TEXAS
SCALE 1" = 300' OCTOBER 19, 2015

I, H. Curtis Strong, Registered Professional Land Surveyor No. 4961, do hereby certify that the above plat represents the results of a survey performed on the ground under my supervision during the month of September, 2015, and is true and correct to the best of my knowledge.





**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC 2017 - Utility Permit - Frontier Communications - McAllester Lane - 2 Road bores and lateral 25 p

DATE OF COURT MEETING: 10/10/2017

ITEM: Consider and take action on the Frontier Communications utility permit to conduct 2 – 60' bores under McAllester Lane in order to relocate 315 feet of 25 pair cable to the north side of roadway. Frontier is relocating the line to avoid County's work area for future repairs to roadway. Site is located in Precinct 4.

TO: Commissioners Court

FROM: Darrell Kolwes

DATE: 10/04/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Utility Permit - Frontier Communications - McAllester Lane - 2 Road bores and lateral 25 pair cable.pdf](#)

Description

Utility Permit - Frontier Communications - McAllester Lane - 2 Road bores and lateral 25 pair cable.

Type

Backup Material

**BRAZOS COUNTY
COMMISSIONERS' COURT
ACTION FORM**

DEPARTMENT: Road & Bridge

MEETING DATE: October 10, 2017

SUBJECT: Utility Permit – Frontier Communications

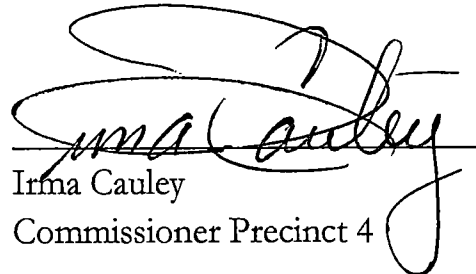
Consider and take action on the Frontier Communications utility permit to conduct 2 – 60' bores under McAllester Lane in order to relocate 315 feet of 25 pair cable to the north side of roadway. Frontier is relocating the line to avoid County's work area for future repairs to roadway. Site is located in Precinct 4.

SUBMITTED BY:



Darrell W. Kolwes
Right of Way Agent

ACKNOWLEDGED BY:


Irma Cauley
Commissioner Precinct 4

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



Duane Peters, County Judge

DATE: 10/10/17

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

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

Beginning at a point approximately 475' west of intersection of Mcallester Ln and Stewarts Meadow Dr. Frontier Communications will bore 60' under Mcallester Ln to N side of rd. From this point a 315' bore will be made 3' from the edge of the ROW west to a new pedestal location. A 60' bore will then be made under Mcallester Ln to S side of road to an existing pedestal. A 25 pair copper cable will be placed in bores. 1-1/2" interdict will be placed in bores under roadway. This project is to replace section of cable washed out during Hurricane Harvey. Moving cable to N side of road will allow county to make repairs to road without conflict with Frontier buried cable.

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

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

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

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

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

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

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

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

FRONTIER COMMUNICATIONS CORPORATION

Company Name

Brenda Vajdak

By:

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 Sept.. 28, 2017 except as noted below: (Month/Day/Year)

EXCEPTIONS: None Lay lateral portion inside 16' PUE or as close as possible.

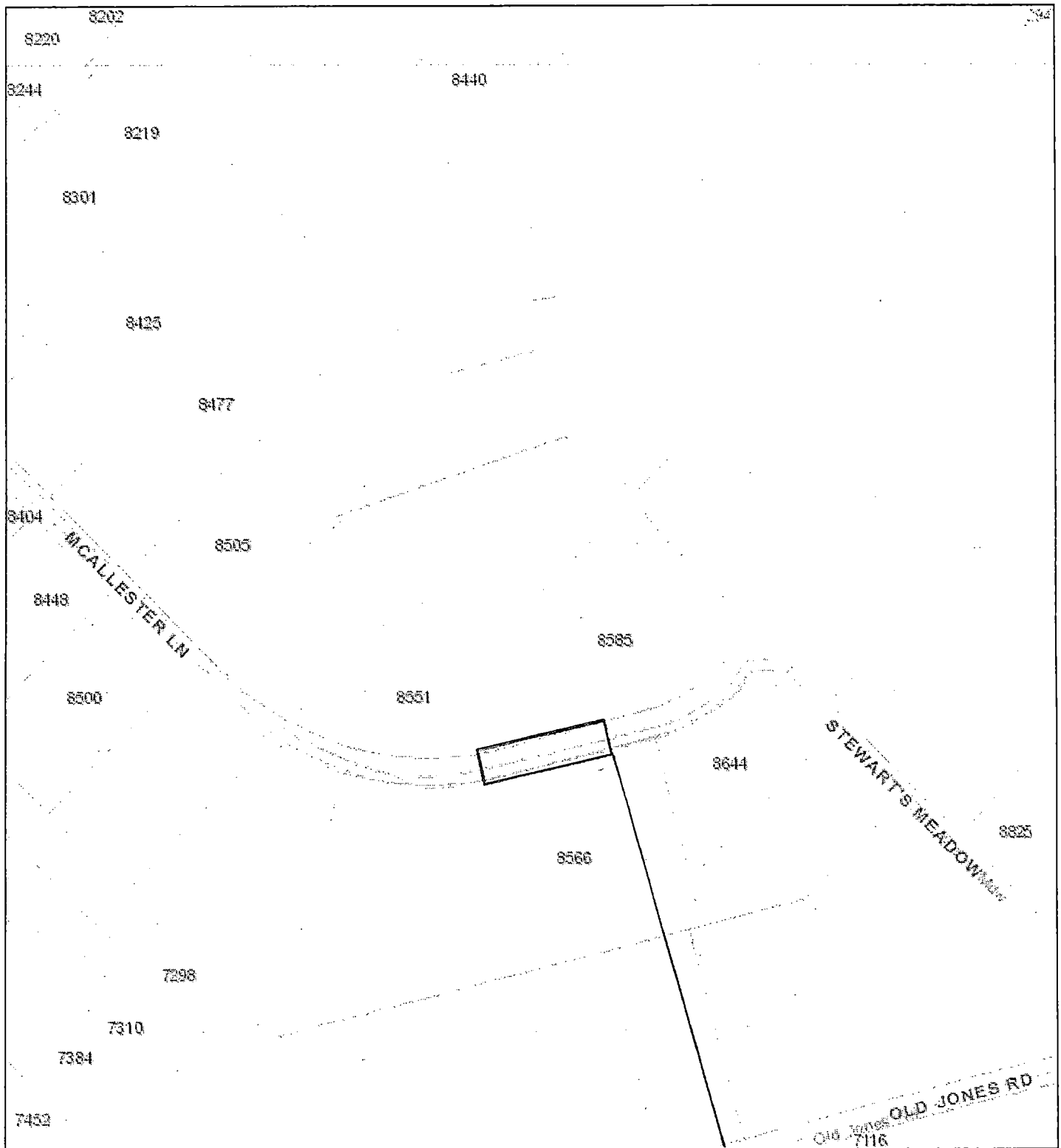
Daniel W. Kolman



© 2017 Google

Google

City of Bryan ArcGIS Web Map

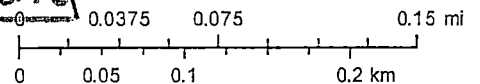


September 27, 2017

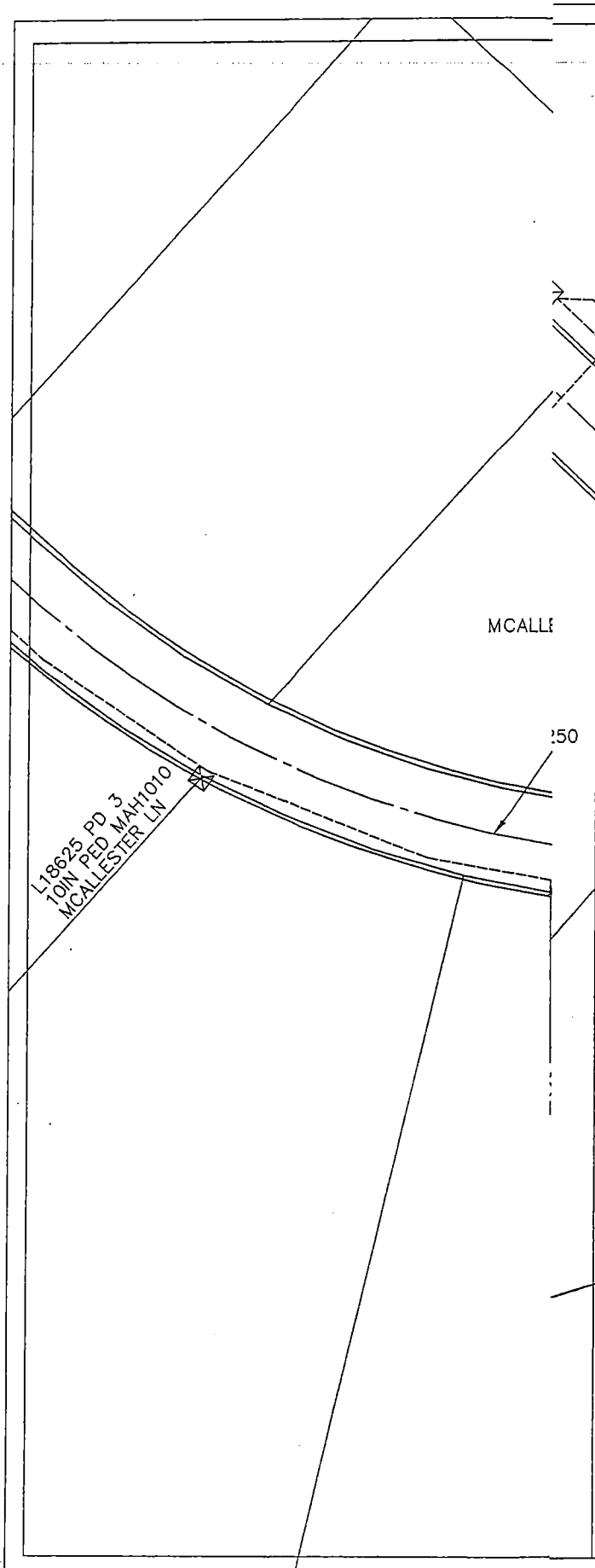
5218721-2 Work Location


1:4,514

- Streets
- Property Lines
- Bryan City Limits
- College Station City Limits
- Wixon Valley City Limits
- Kurten City Limits
- Brazos County Boundary



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



CUSTOMER:		
ORDER #:		
ISSUED:		DUE:
ADDRESS:		
SERVICE TYPE:		
ASSIGNMENT:		
TEST:		dB @ kHz
SPECIAL NOTES:		
TKT # 825		
UNITS / ACCT CODES		
2423.101 SPL HRS	24	
REVISIONS		
		
HARVEY 2017 TKT # 825		
PROJECT NUMBER: 5218721-2		C.O. AREA: 171 EXCH. CODE: 70382
DRAWN DATE: 9/27/17	ENGR: GARY RECK PHONE: 979-821-4783	CNTY: BRAZOS FILE:
SCALE: 1=100	TAX DISTRICT: T0138	DWG 1 OF 1
TWNSHP: CLST	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:
- no pits shall remain open longer than 2 days;
 - all pits shall have proper traffic control measures in place. See Traffic Control Plan listed above.
 - pits shall NOT be located within ten (10) feet from the edge of pavement without prior approval from the County Engineer or his representative;
 - 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;
 - based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity;
 - 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:
- location must be approved by the County Engineer or his representative
 - backfilled with cement stabilized material.
 - based upon soil conditions, the County Engineer or his representative may require shoring to protect pavement integrity.
 - 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;
 - all disturbed base and pavement materials shall be removed and restored to the satisfaction of the County Engineer or his representatives.
 - 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

- 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:

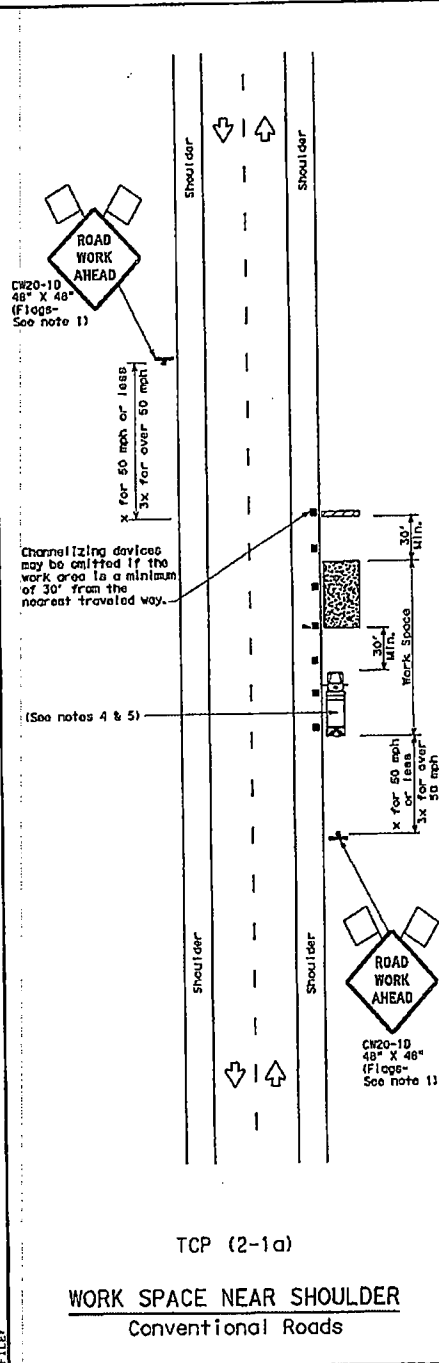
<u>Type of Pipeline</u>	Depth	<u>Special Requirements</u>
	<u>(below deepest ditch grade)</u>	
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least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

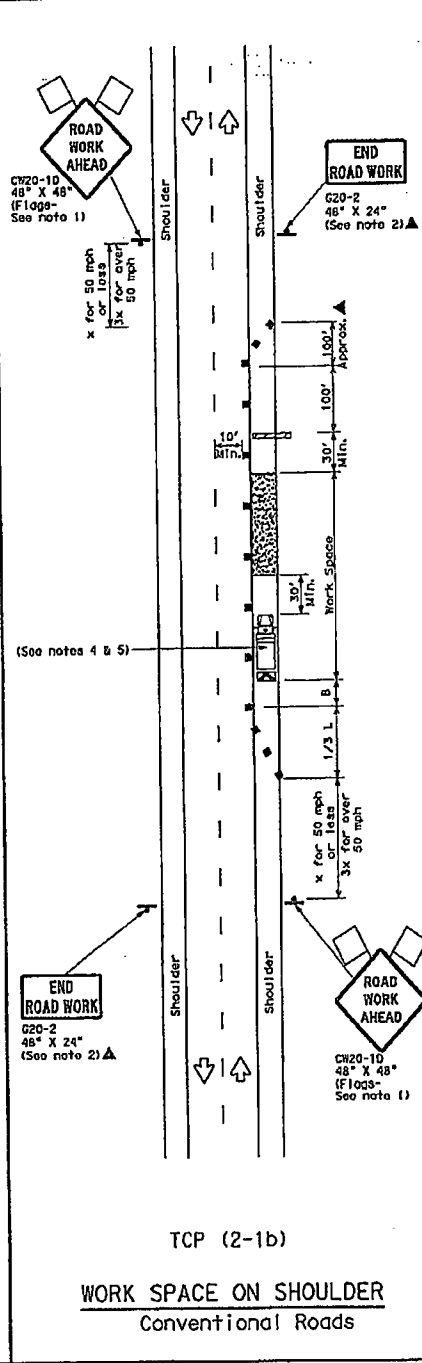
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the consequences of the use of this standard or for incorrect results or damages resulting from its use.

DATE: FILE:



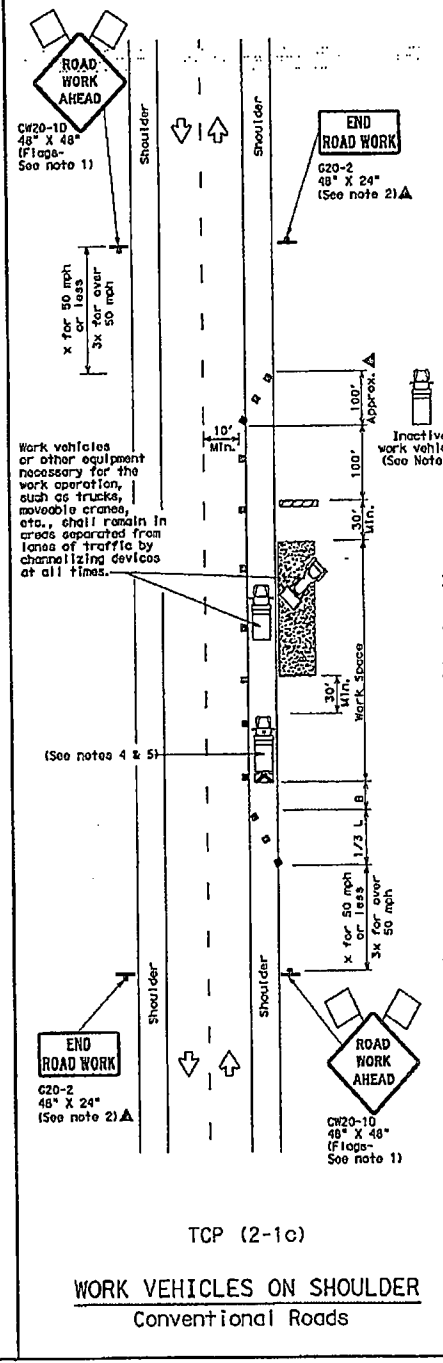
TCP (2-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (2-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (2-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND					
Type 3 Barricade			Channelizing 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 Baseable Taper Lengths **		Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing * Distance	Suggested Longitudinal Buffer Space *
		10' Offset	12' Offset	On a Taper	On a Tangent		
30	L = NS ² / 60	150'	165'	180'	30'	60'	90'
35		205'	225'	245'	35'	70'	120'
40		265'	295'	320'	40'	80'	155'
45	L = VS	450'	495'	540'	45'	90'	195'
50		500'	550'	600'	50'	100'	240'
55		550'	605'	660'	55'	110'	295'
60		600'	660'	720'	60'	120'	350'
65		650'	715'	780'	65'	130'	410'
70		700'	770'	840'	70'	140'	475'
75		750'	825'	900'	75'	150'	540'

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

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

GENERAL NOTES

- Flags attached to signs where shown, are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
- Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
- Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
- See TCP-15-1 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

© TxDOT December 1985		CW TRIST		CW TRIST		CW TRIST		CW TRIST	
REVISIONS		CONT	SECT	JOB	REMARK				
2-94	2-12								
4-95									
1-97									
4-93									



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 10/10/2017
ITEM: Approval of the Treasurer's Report for August 2017.
TO: Commissioners Court
DATE: 10/04/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR
ALTERNATIVES: approval

ATTACHMENTS:

File Name

[DOC006.PDF](#)

[DOC007.PDF](#)

Description

Treasurer's Report for August 2017

Approval Letter for Treasurer

Type

Backup Material

Backup Material

The State of Texas, County of **BRAZOS**

We, the undersigned, as County Commissioners within and for Brazos County, and the Honorable Duane Peters, County Judge of Brazos County, constituting the entire Commissioners' Court of Brazos County, during a regular meeting of said Court have examined the foregoing report and have caused an order to be entered upon the Minutes of the Commissioners' Court of Brazos County approving said Report as presented and submitted as true and correct by Laura Taylor Davis, Treasurer of Brazos County, as provided for in the Revised Statutes of the State of Texas. (*Texas Local Government Code, 114.026*)

Witness my hand this 10th day of October A.D. 2017

Karen McQueen
Karen McQueen, *Deputy County Clerk*
County Clerk, County of BRAZOS, State of Texas

Examined and approved in open Commissioners' Court this 10th day of
October 2017.

Duane Peters
Duane Peters, County Judge

Steve Aldrich
Steve Aldrich, Commissioner Precinct #1

Absent
Sammy Catalena, Commissioner Precinct #2

Nancy Berry
Nancy Berry, Commissioner Precinct #3

Irma Cauley
Irma Cauley, Commissioner Precinct #4

Treasurer's Report for the MONTH AUGUST 2017

AUGUST 2017 TREASURER'S REPORT

FUND NUMBER & NAME	CASH BALANCE 7/31/2017	INCOMING	INVESTED TEXPOOL INTEREST - Aug	SUB-TOTAL	DISBURSED	CASH BALANCE 8/31/2017	INVESTED	CK.ACCT.BAL. 8/31/2017
0100 - GENERAL FUND	56,024,395.80	3,018,458.26	5,416.15	59,048,270.21	6,590,551.38	52,457,718.83	6,389,322.10	46,068,396.73
0200 - COUNTY HEALTH ENDOWMENT FUND	585,787.89	127.37	-	585,915.26	-	585,915.26	-	585,915.26
1100 - HOTEL OCCUPANCY TAX	1,441,486.11	207,052.02	-	1,648,538.13	417,002.35	1,231,535.78	-	1,231,535.78
1200 - STATE LATERAL ROAD	30,194.52	6.57	-	30,201.09	-	30,201.09	-	30,201.09
1300 - UNCLAIMED FUNDS	197,513.36	194.55	-	197,707.91	-	197,707.91	-	197,707.91
1500 - LAW LIBRARY	89,878.60	5,093.10	-	94,971.70	2,824.25	92,147.45	-	92,147.45
1600 - LOCAL PROVIDER PARTICIPATION	5,456,623.47	15,570,175.01	-	21,026,798.48	-	21,026,798.48	-	21,026,798.48
1700 - ALTERNATIVE DISPUTE RESOLUTION	2,640.00	3,625.00	-	6,265.00	2,640.00	3,625.00	-	3,625.00
1800 - LEASE FUND	51,695.82	-	-	51,695.82	2,075.00	49,620.82	-	49,620.82
1900 - COUNTY RECORDS MANAGEMENT	316,919.19	8,389.47	-	325,308.66	11,481.71	313,826.95	-	313,826.95
2000 - COUNTY CLERK MGMT.FUND	733,199.16	31,085.17	-	764,284.33	15,034.50	749,249.83	-	749,249.83
2001 - COUNTY CLERK ARCHIVAL FUND	1,276,504.55	30,915.94	-	1,307,420.50	10,712.51	1,296,707.99	-	1,296,707.99
2200 - COURTHOUSE SECURITY FUND	98,042.76	7,619.04	-	105,661.80	20,187.02	85,474.78	-	85,474.78
2201 - JUSTICE COURT SECURITY FUND	73,184.17	1,313.71	-	74,497.88	-	74,497.88	-	74,497.88
2300 - DISTRICT CLERK MANAGEMENT FUND	186,119.87	1,577.89	-	187,697.76	-	187,697.76	-	187,697.76
2301 - DISTRICT CLERK ARCHIVAL FUND	83,964.10	2,048.26	-	86,012.36	-	86,012.36	-	86,012.36
2400 - JUSTICE @ PEACE - TECHNOLOGY FUND	154,008.00	3,837.55	-	157,845.55	1,933.71	155,911.84	-	155,911.84
2401 - CO.& DIST.COURT TECHNOLOGY FUND	62,314.34	648.93	-	62,963.27	-	62,963.27	-	62,963.27
2500 - SPECIAL FORFEITURE FUND	29,427.37	6.40	-	29,433.77	2,181.45	27,252.32	-	27,252.32
2600 - D/A HOT CHECK COLLECT FEES	2,873.50	0.62	-	2,874.12	-	2,874.12	-	2,874.12
2700 - BAIL BOND BOARD FEES	91,003.72	519.79	-	91,523.51	-	91,523.51	-	91,523.51
2800 - VOTER REGISTRATION	15,915.62	2,309.89	-	18,225.51	253.63	17,971.88	-	17,971.88
2900 - VIT INTEREST FUND	196,062.25	150.19	-	196,212.44	-	196,212.44	-	196,212.44
3000 - COUNTY GRANTS	(150,470.55)	40,329.41	-	(110,141.14)	215,865.90	(326,007.04)	-	(326,007.04)
3400 - D/A CRIME FUND	130,184.44	302.31	-	130,486.75	1,178.86	129,307.89	-	129,307.89
3500- PRIMARY ELECTION SERVICES	21,335.01	4.64	-	21,339.65	-	21,339.65	-	21,339.65
3901 - BC HOUSING FINANCE CORP	63,671.00	7,047.23	-	70,718.23	6,975.84	63,742.39	-	63,742.39
4315 - 2015 CERTIFICATES OF OBLIGATION	3,498,887.91	760.77	-	3,499,648.68	910,910.32	2,588,738.36	-	2,588,738.36
4500- GEN.PERMANENT IMPV.	19,256,032.33	-	-	19,256,032.33	1,172,982.17	18,083,050.16	-	18,083,050.16
5000 - HEALTH & LIFE INSURANCE	2,538,681.72	3,006,155.48	-	5,544,837.20	1,585,998.34	3,958,838.86	-	3,958,838.86
6000 - PAYROLL	937,468.17	2,555,603.01	-	3,493,071.18	2,515,086.37	977,984.81	-	977,984.81
9100 - HEALTH DEPARTMENT	1,341,558.35	120,497.30	-	1,462,055.65	248,489.15	1,213,566.50	-	1,213,566.50
9700 - COMMUNITY SUPERVISION	1,179,329.34	182,595.72	-	1,361,925.06	289,202.31	1,072,722.75	-	1,072,722.75
TTL OF ACCTS. IN POOL	96,016,431.90	24,808,450.60	5,416.15	120,830,298.65	14,023,566.77	106,806,731.88	6,389,322.10	100,417,409.78
4100 - GEN.OBLIG.DEBT SVC.	13,852,562.61	26,320.33	-	13,878,882.94	7,677,109.38	6,201,773.56	-	6,201,773.56
TOTAL	109,868,994.51	24,834,770.93	5,416.15	134,709,181.59	21,700,676.15	113,008,505.44	6,389,322.10	106,619,183.34

This report is submitted as true and correct to Commissioners Court by Laura Taylor Davis, Brazos County Treasurer, on 10/10/17.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 10/10/2017
ITEM: a. Expenditure Journal Entries FY 16/17 130033-130041
b. Expenditure Journal Entries FY 17/18 100001-100003
TO: Commissioners Court
DATE: 10/05/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[batchjnBCamb3_15748.pdf](#)
[batchjnBCamb3_14268.pdf](#)

Description

Expenditure Journal Entries 16/17
Expenditure Journal Entries 17/18

Type

Backup Material
Backup Material

**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: _____ NUMBER: _____

DATE OF COURT MEETING: 10/10/2017

ITEM: a. Expenditure Journal Entries FY 16/17 130033-130041
b. Expenditure Journal Entries FY 17/18 100001-100003

TO: Commissioners Court

DATE: 10/05/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:**File Name**[batchinBCamb3_15748.pdf](#)[batchinBCamb3_14268.pdf](#)**Description**

Expenditure Journal Entries 16/17

Expenditure Journal Entries 17/18

Type

Backup Material

Backup Material

APPROVED

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

Duane Peters
County Judge

10/10/17

Date

10/05/17
ACCOUNTING PERIOD: 13/17

BRAZOS COUNTY, TX
BATCH JOURNAL ENTRY EDIT LIST

PAGE 1

CONTROL NUMBER RECORD	J E NUMBER FUND	DESCRIPTION DIV/FUND	ACCOUNT	PERIOD/YR PROJECT	HOLD ACCOUNT	ITEM DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT
10-05-17		130033	Trvl Reimb - M Rex	13/17	Y			
324846	0100	18000100	61801000			SA 9.20-22.17	354.54	
324847	0100	0100	20123010			SA 9.20-22.17		354.54
TOTAL JOURNAL ENTRY							354.54	354.54
10-05-17		130034	Trvl Reimb - J Riche	13/17	Y			
324848	0100	18000100	61801000			SA 9.20-22.17	354.54	
324849	0100	0100	20122920			SA 9.20-22.17		354.54
TOTAL JOURNAL ENTRY							354.54	354.54
10-05-17		130035	Expo Incentive Rewar	13/17	Y			
324850	1100	11002500	71530000			TX Prof RE Insp Conf	4,000.00	
324851	1100	11002500	71530000			Stock Horse Tx Clnc	500.00	
324852	1100	1100	11005200			Expo Incentive Rewar		4,500.00
324853	0100	0100	11005200			Expo Incentive Rewar	4,500.00	
324854	0100	0100	41011000			TX Prof RE Insp Conf		4,000.00
324855	0100	0100	41011000			Stock Horse Tx Clnc	500.00	
TOTAL JOURNAL ENTRY							9,000.00	9,000.00
10-05-17		130036	Trvl Reimb - A Beard	13/17	Y			
324856	0100	12000100	61801000			Addison 9.11-14.17	543.21	
324857	0100	0100	20119620			Addison 9.11-14.17		543.21
TOTAL JOURNAL ENTRY							543.21	543.21
10-05-17		130037	Trvl Reimb - LT Davi	13/17	Y			
324858	0100	12000100	61801000			Addison 9.11-14.17	742.77	
324859	0100	0100	20378000			Addison 9.11-14.17		742.77
TOTAL JOURNAL ENTRY							742.77	742.77
10-05-17		130038	Trvl Reimb - L Parad	13/17	Y			
324860	0100	22600100	61801000			Austin 9.20-22.17	552.70	
324861	0100	0100	20438500			Austin 9.20-22.17		552.70
TOTAL JOURNAL ENTRY							552.70	552.70
10-05-17		130039	Trvl Reimb - W VanNe	13/17	Y			
324862	0100	22600100	61801000			Austin 9.20-22.17	552.70	
324863	0100	0100	20402600			Austin 9.20-22.17		552.70
TOTAL JOURNAL ENTRY							552.70	552.70
10-05-17		130040	Trvl Reimb - P Glide	13/17	Y			
324864	0100	30201100	61801000			SM 9.20-21.17	173.00	
324865	0100	0100	20256200			SM 9.20-21.17		173.00
TOTAL JOURNAL ENTRY							173.00	173.00
10-05-17		130041	Trvl Reimb - D Zacha	13/17	Y			
324866	0100	22600100	61801000			Austin 9.20-22.17	719.84	
324867	0100	0100	20421800			Austin 9.20-22.17		719.84
TOTAL JOURNAL ENTRY							719.84	719.84
TOTAL CONTROL NUMBER							12,993.30	12,993.30
TOTAL REPORT							12,993.30	12,993.30

10/05/17
ACCOUNTING PERIOD: 1/18

BRAZOS COUNTY, TX
BATCH JOURNAL ENTRY EDIT LIST

PAGE 1

CONTROL NUMBER RECORD	J E NUMBER FUND	DESCRIPTION DIV/FUND	ACCOUNT	PERIOD/YR PROJECT	HOLD ACCOUNT	ITEM DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT
10/05/17		100001	Oct 17 Health Dept	1/18	Y			
324828	0100	11002000	73510000			Oct 17 Health Dept	29,929.17	
324829	0100	0100	11005200			Oct 17 Health Dept		29,929.17
324830	9100	9100	11005200			Oct 17 Health Dept	29,929.17	
324831	9100	9100	43041200			Oct 17 Health Dept		29,929.17
TOTAL JOURNAL ENTRY							59,858.34	59,858.34
10/05/17		100002	Oct 17 Retiree Healt	1/18	Y			
324832	5000	5000	11005200			Oct 17 Retiree Healt	186,339.00	
324833	5000	5000	46028400			Oct 17 Retiree Healt		186,339.00
324834	0100	11000100	53310000			Oct 17 Retiree Healt	174,888.00	
324835	0100	0100	11005200			Oct 17 Retiree Healt		174,888.00
324836	9100	53000100	53310000			Oct 17 Retiree Healt	4,164.00	
324837	9100	9100	11005200			Oct 17 Retiree Healt		4,164.00
324838	9700	551100	53310000	55111800	53310000	Oct 17 Retiree Healt	6,246.00	
324839	9700	9700	11005200			Oct 17 Retiree Healt		6,246.00
324840	3000	424100	53310000			Oct 17 Retiree Healt	1,041.00	
324841	3000	3000	11005200			Oct 17 Retiree Healt		1,041.00
TOTAL JOURNAL ENTRY							372,678.00	372,678.00
10/05/17		100003	Oct 17 Survivor Spou	1/18	Y			
324842	0100	11000100	53370000			Oct 17 Survivor Spou	1,041.00	
324843	0100	0100	11005200			Oct 17 Survivor Spou		1,041.00
324844	5000	5000	46028100			Oct 17 Survivor Spou		1,041.00
324845	5000	5000	11005200			Oct 17 Survivor Spou	1,041.00	
TOTAL JOURNAL ENTRY							2,082.00	2,082.00
TOTAL CONTROL NUMBER							434,618.34	434,618.34

WARNING CASH BALANCE FOR FUND 3000 EXCEEDED								
CURRENT BALANCE IS -536438.80								
TOTAL ENTRIES 1041.00								
PROJECTED BALANCE -537479.80								

TOTAL REPORT							434,618.34	434,618.34



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 10/10/2017
ITEM: • a. Quest Diagnostics - Overpayment \$646.21
TO: Commissioners Court
DATE: 10/04/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Tax Refund Applications 10-10-17.pdf](#)

Description

Tax Refund Applications

Type

Cover Memo

APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten Navasota ISD			
Phone Number 979-775-9930					
To apply for a tax refund, the taxpayer must complete the following:					
Step 1: Owner's name and address	QUEST DIAGNOSTICS				
	ATTN CORP REAL ESTATE DIV				
	1201 S COLLEGEVILLE RD, # 3041				
	COLLEGEVILLE, PA 19426-2998				
Step 2: Describe the property	Legal BUSINESS PERSONAL PROPERTY				
	Address 1604 ROCK PRAIRIE RD				
	Acct.#	375444			
	or Tax Receipt #				
Step 3: Give the tax payment information	Name of Taxing unit	Tax Year	Date of	Amount	Refund amt
		of refund	Payment	Paid	Requested
	Zrefund	2016	8/4/2017	\$646.21	\$646.21
	TOTAL				\$646.21
	Taxpayer's reason for refund: OVERPAYMENT				
	Refund to: QUEST DIAGNOSTICS ATTN CORP REAL ESTATE DIV				
	1201 S COLLEGEVILLE RD, #3041 COLLEGEVILLE, PA 19426-2998				
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>Maureen W. Wolf</i>			date > <i>9/22/2017</i>	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5: Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	Authorized officer <i>[Signature]</i>				
	sign here >			date > <i>10/10/17</i>	
	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: 10/10/2017
ITEM: a. Budget Amendments FY 16/17 54.1
TO: Commissioners Court
FROM: Irene Jett
DATE: 10/05/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00
SOURCE OF FUNDS: Individual budget amendments specifies sources.
ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

File Name

[54_Coversheet.pdf](#)

[54.1.pdf](#)

Description

54 Coversheet

54.1 Juvenile

Type

Cover Memo

Backup Material

BRAZOS COUNTY, TEXAS**BUDGET AMENDMENT(S) FOR THE 2016-2017 BUDGET YEAR****NO. 16/17 54.1**

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

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

The following proceedings were held:

THAT WHEREAS, on 10th day of October 2017 the Court heard and approved a budget amendment for the 2016-2017 budget year for Brazos County, Texas; and

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

ADOPTED AND APPROVED this the 10th day of October 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 - 54.1
10/10/2017**

FUND	DEPARTMENT	DIVISION	CATEGORY DESCRIPTION		Increase	Decrease
Federal and State Grant	Juvenile		Intergovernmental		24,000.00	
Federal and State Grant	Juvenile	TJJD-State Aid	Contractual Services		24,000.00	
Juvenile - TJJD-State Aid Grant						

To recognize revenue for the TJJD State Aid grant for expenditures to be incurred for YAP contract for September 2017 (Grant year 2018).

Department Approval

Date _____

County Judge Approval

Date _____

Date: 10/5/2017

[illegible]

BRAZOS COUNTY, TEXAS

BUDGET AMENDMENT(S) FOR THE 2017-2018 BUDGET YEAR

NO. 17/18 2.1 – 2.3

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

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

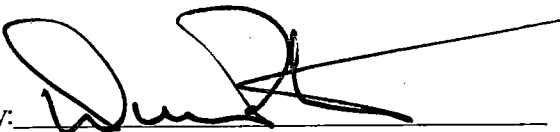
The following proceedings were held:

THAT WHEREAS, on 10th day of October 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 5 September 2017, the following amendment(s) to the original budget are hereby authorized, as described on the attached page(s).

ADOPTED AND APPROVED this the 10th day of October 2017.

THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.

By: 
Duane Peters, County Judge

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

No. 17/18 - 2.1

10/10/2017

Hotel Occupancy Tax Fund

Reallocation of funds to the appropriate accounts to purchase event software for the Event Coordinator.

Date:

Department Approval

Date _____

County Judge Approval

10/10/11

For Accounting Purposes Only

10/10/2017

[illegible]

General Capital Improvement and Information Technology - I.T. Services

Reallocation of funds to the appropriate accounts to purchase ApexSQL Logging Software.

Date: nnm
10/5/2017

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

County Judge Approval

Date _____

For Accounting Purposes Only						
FUND	DIV	ACCT	DR/CR	ACCOUNT NAME	Increase	Decrease
4500	63000500	80211000	CR	Computer Software		5,638.14
4500		91300000	DR	Transfer to General Fund	5,638.14	
0100		49015000	CR	Transfer from Capital Impr. Fund	5,638.14	
0100	14000200	60211000	DR	Software - No Tag	5,638.14	


**BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 17/18 - 2.3
10/10/2017**

FUND	DEPARTMENT	DIVISION	CATEGORY DESCRIPTION		Increase	Decrease
General Fund	Commissioners' Court	Non-Departmental	Minor Acquisitions			3,181.89
General Fund	Sheriff Administration		Minor Acquisitions		3,181.89	
Commissioner's Court and Sheriff Administration						

Reallocation of funds to the appropriate accounts to purchase locker and shield for the SO - Administration.

Date: nnm
10/5/2017

Department Approval _____ Date _____

 10/10/07

County Judge Approval _____ Date _____

[illegible]



**BRAZOS COUNTY
BRYAN, TEXAS**

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

ATTACHMENTS:

File Name

[PAF_10-10-17.doc](#)

Description

Cover Sheet

Type

Cover Memo

29

**PERSONNEL
CHANGE OF STATUS REQUESTS**

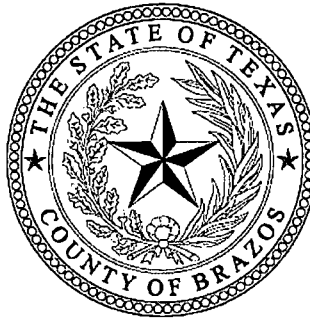
Commissioner Court Date: October 10, 2017
Department Submitting Information: Human Resources
Purpose of Submissions: Consider and Take Action on Change Requests

Department Submitting Request(s)	Employee Request Applies To	Action Requested
District Clerk	Coston, Katie	Employment
Exposition Complex	Fulghum, Sarah	Employment
Facilities Services	Ybarra, Michael	Employment
Road & Bridge	Smith, Curtis N. Stanley IV, Maurice P.	Employment Separation
Sheriff's Office –Detention	Rosser, Carolyn D.	Separation

Approved in Commissioners' Court: October 10, 2017 :

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





BRAZOS COUNTY
BRYAN, TEXAS

CLAIMS

COMMISSIONERS COURT MEETING: **October 10, 2017**

CLAIM TO BE PAID BY BRAZOS COUNTY:

CLAIM # **7160083**

Thru

CLAIM # **7160321**

The Court voted unanimously to approve these Claims as submitted.

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

Duane Peters
County Judge

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

Karen McQueen
County Clerk

A handwritten signature in black ink, appearing to read "By: [Signature] Chief Deputy", written over a horizontal line.

HRC

P.O. Box 4792
Bryan, Texas 77805
Phone: (979)-776-0570
Don@holtkampconsulting.com

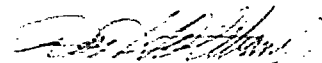
HOLTKAMP REALTY CONSULTANTS

Wm. Charles Wendt
Purchasing Agent
Brazos County
200 S. Texas Ave., Ste. 352
Bryan, Texas 77803

Charles,


The estimate fee for the appraisal of the 1.823 acres of land located on FM 159 out of the E.M. Millican Survey, A-40, in south Brazos County would be \$1,800. We should be able to complete in approximately 30 days from the authorization to proceed. The appraisal report will be in summary narrative style format and will include property description, mapping, highest and best use analysis, comparable sales data, adjustment grid and a conclusion of value. The property will be appraised as surface only, exclusive of the mineral interest.

Thanks for allowing our firm to quote this project for you.



Don Holtkamp, MAI
Holtkamp Realty Consultants
(979) 776-0570

APPROVED



Duane Peters
County Judge

10/10/17
Date