

MINUTES

MARCH 7, 2023

BRAZOS COUNTY COMMISSIONERS COURT

REGULAR MEETING

A regular meeting of the Commissioners' Court of Brazos County, Texas was held in the Brazos County Commissioners Courtroom in the Administration Building, 200 South Texas Avenue, in Bryan, Brazos County, Texas, beginning at 10:00 a.m. on Tuesday, March 7, 2023 with the following members of the Court present:

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

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

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

There was no Citizen input.

Consider and take action on agenda items: 3 - 25

3. Consideration and approval of Resolution 23-009 declaring intention to reimburse certain expenditures with borrowing proceeds.

The Court voted unanimously to adopt Resolution 23-009 declaring intention to reimburse certain expenditures with borrowing proceeds. A copy is attached.

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

4. Correction of reappointment for Rodney Sigler, to read appointment to the Homeland Security Advisory Committee. Term of appointment is April 1, 2023 - March 31, 2024.

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

5. Approval of authorization for the County Judge to sign the Public Utility Easement in favor of the city of College Station on the Precinct 1 project.

A copy is attached.

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

- 6. Approval of the following Job Description:
 - a. General Manager (Exposition & Fair Admin) 2080 hours (Code B0844)

A copy of the job description is attached.

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

7. Award of IQ #23-080 Monitoring of Security Systems. Recommend vendor: Matrix Security & Fire Services.

The Court voted unanimously to accept the recommendation of the Purchasing Agent and awarded IQ #23-080 Monitoring of Security Systems to Matrix Security & Fire Services. A copy of the bid tabulation and contract is attached.

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

8. Approval of no award for Bid #23-096 Oils & Lubricants due to a lack of competitive bids.

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

9. Permission to re-advertise Bid #23-096 Oils & Lubricants for Brazos County.

Commissioner Aldrich questioned the recent increase in the number of no awards for certain bids. Purchasing Agent Charles Wendt commented that they only received one

bid that was unsigned. He added that they have a limited vendor pool for these type of bids.

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

- 10. Approval of the following committee for the evaluation of proposals for RFP #23-112 Health Permit and Inspection Software.
 - a. Robert (Bob) Lampkin
 - b. Mayra Orocio
 - c. Brian Pratt
 - d. Legal (Non-Voting)
 - e. Purchasing (Non-Voting)

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

11. Permission to Advertise RFP #23-112 Health Permit & Inspection Software.

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

12. Approval of Contract #23-113 for Secure Short-Term Detention of Juvenile Offenders with Henderson County.

A copy of the service contract is attached.

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

13. Approval of Service Contract CIP 23-526 for Replacement of Courthouse Intercoms with Stanley Convergent Security Solutions.

A copy of the service contract is attached.

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

14. Approval of CIP #23-581 for Preservation and Imaging of Historical Books with Kofile.

A copy of the service contract is attached.

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

15. Permission to Advertise Bid #23-582 Stockpile Dirt Removal - Copperhead Road.

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

16. Request permission to enter private property owned by Gary Seeton located at 5320 Straub Road. County will perform earthwork to remove old railroad right of way bed as part of the preparation for the improvements to be made to Straub Road. Site is located in Precinct 1.

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

17. Acceptance of Special Warranty Deed from William L. Davis and Bohnnie L. Davis for 0.731 acres of land to be used for the improvement of Sand Creek Road. Site is located in Precinct 2.

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

18. Approval of the Treasurer Report for January 2023.

The Court voted unanimously to receive, approve and order filed as submitted the Treasurer's report for January 2023. A copy is attached and made a part of these minutes.

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

19. Tax Refund Applications for the following:

Overpayments

- a. Sandra Downey \$90.94
- b. Reece Homes \$3,704.65
- c. Wan Wei & Wenshe Liu \$71.28
- d. Phillip H & Meredith A Skrabanek \$7.00
- e. Beatrice or Brenda Rosas \$44.00
- f. Letterman Title \$301.08

Payment in Error

- g. Corelogic \$6,066.19
- h. Corelogic \$777.81

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

- 20. Commissioners Court minutes for the following dates:
 - a. February 07, 2023 Regular Meeting
 - b. February 14, 2023 Regular Meeting
 - c. February 21, 2023 Regular Meeting
 - d. February 28, 2023 Regular Meeting

Commissioner Berry made a motion and was seconded by Commissioner Aldrich to approve "A" through "C" and to defer "D" until next week due to receiving an incorrect copy of the minutes for February 28, 2023. The Court voted unanimously to approve "A" through "C" and to table "D" until next week.

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

- 21. Budget Amendments.
 - FY 22/23 Budget Amendments 22.01 22.02

22.01 Reallocate American Rescue Plan Act Grant funds. 22.02 Transfer Capital funds to Facility Services.

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

- 22. Personnel Change of Status.
 - a. Employment & Separations
 - b. Personnel Action Forms

A copy of the Personnel Change of Status is attached.

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

23. Payment of Claims.

Claims

8120815 - 8120946 9006960 - 9007019

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

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

the Veteran Service Officer.

At this point, the County Judge announced the Court would consider items 26 through 31 and then return to convene into Executive Session.

Having considered the previously noted agenda items, at 10:17 a.m. the County Judge stated that the Court would convene into Executive Session to deliberate pursuant to Section 551.074 as stated above.

The following individuals were asked to stay for the session:

Cheryl Coffman, Executive Assistant

Ed Bull, Chief of Staff/Civil Counsel

Bruce Erratt, Civil Counsel

Jennifer Salazar, Human Resources Director

Pat Patterson, Veteran Services Officer

25. Consider and possible action on Executive Session.

At 11:10 a.m. the County Judge announced the meeting open to the public and announced that no action would be taken on the Closed Executive Session.

26. Acknowledgement of the Quarterly Investment Report for Quarter Ending 12/31/2022.

The Court acknowledged receipt of and ordered filed as submitted the Treasurer's Quarterly Investment Report ending December 31, 2022. A copy is attached and made a part of these minutes.

Acknowledgement of FY 2022-2023 Budget to Actuals by Fund as of March 1, 2023.
 Acknowledgement of FY 2022-2023 Contingency Budget to Actuals by Fund as of March 1, 2023.

The Court acknowledged receipt of the 2022-2023 Budget to Actuals by Fund and Contingency Fund Budget to Actuals as of March 1, 2023.

28. Juvenile director's report on detention population.

Juvenile Director Linda Ricketson reported there are 39 juveniles in the detention center, 30 are male and 9 are female, and 32 have electronic monitors.

29. Sheriff's report on inmate population.

Chief Deputy Kevin Stuart stated there were 678 inmates in jail, 583 inmates are male, 95 are female, and 33 have electronic monitors.

Commissioner Aldrich asked whether the increasing jail population is a result of understaffing in TDCJ creating a delay of transferring inmates. Chief Stuart responded that while understaffing is a nationwide issue in law enforcement, it has not created a significant impact on transferring inmates to state correctional facilities. He stated that they are seeing an increasing trend of felony offenses across the state and country that have resulted in higher jail populations.

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

Commissioner Aldrich announced that the Texas Association of City and County Health Officials 2022-2023 presented the Brazos County Health District with the "Local Health District of the Year" award and presented Dr. Yao Akpalu with the "Oustanding Public

Health Service" award.

31. Call for Citizen input and/or concerns
There was no Citizen input.

32. Adjourn.



The foregoing minutes of the Commissioners Court Meeting held March 7, 2023, have been examined and are approved in open Court this 11th day of April 2023, in Bryan, Brazos County, Texas.

Duane Peters County Judge Steve Aldrich Commissioner, Precinct 1

Chuck Konderla Commissioner, Precinct 2 Nancy Berry

Commissioner, Precinct 3

Wanda Watson

Commissioner, Precinct 4

Attest:

Karen McQueen

County Clerk





NOTICE OF MEETING AND AGENDA

BRAZOS COUNTY COMMISSIONERS COURT

THE COMMISSIONERS COURT OF BRAZOS COUNTY WILL MEET IN REGULAR SESSION ON MARCH 7, 2023 AT 10:00 AM IN THE **COMMISSIONERS COURTROOM OF THE COUNTY** ADMINISTRATION BUILDING, 200 SOUTH TEXAS AVE., SUITE 106, BRYAN, TX 77803, THE PUBLIC MAY WATCH THE MEETING LIVE AT FACEBOOK.COM/BRAZOSCOUNTYTX

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

Consider and take action on agenda items: 3 - 25

- Consideration and approval of Resolution 23-009 declaring intention to reimburse 3. certain expenditures with borrowing proceeds.
- Correction of reappointment for Rodney Sigler, to read appointment to the Homeland Security Advisory Committee. Term of appointment is April 1, 2023 - March 31, 2024.
- Approval of authorization for the County Judge to sign the Public Utility Easement in 5. favor of the city of College Station on the Precinct 1 project.
- 6. Approval of the following Job Description:
 - a. General Manager (Exposition & Fair Admin) 2080 hours (Code B0844)
- Award of IQ #23-080 Monitoring of Security Systems. Recommend vendor: Matrix 7. Security & Fire Services.
- Approval of no award for Bid #23-096 Oils & Lubricants due to a lack of competitive 8. bids.
- Permission to re-advertise Bid #23-096 Oils & Lubricants for Brazos County. 9.
- 10. Approval of the following committee for the evaluation of proposals for RFP #23-112 Health Permit and Inspection Software.

- a. Robert (Bob) Lampkin
- b. Mayra Orocio
- c. Brian Pratt
- d. Legal (Non-Voting)
- e. Purchasing (Non-Voting)
- 11. Permission to Advertise RFP #23-112 Health Permit & Inspection Software.
- 12. Approval of Contract #23-113 for Secure Short-Term Detention of Juvenile Offenders with Henderson County.
- 13. Approval of Service Contract CIP 23-526 for Replacement of Courthouse Intercoms with Stanley Convergent Security Solutions.
- 14. Approval of CIP #23-581 for Preservation and Imaging of Historical Books with Kofile.
- 15. Permission to Advertise Bid #23-582 Stockpile Dirt Removal Copperhead Road.
- 16. Request permission to enter private property owned by Gary Seeton located at 5320 Straub Road. County will perform earthwork to remove old railroad right of way bed as part of the preparation for the improvements to be made to Straub Road. Site is located in Precinct 1.
- 17. Acceptance of Special Warranty Deed from William L. Davis and Bohnnie L. Davis for 0.731 acres of land to be used for the improvement of Sand Creek Road. Site is located in Precinct 2.
- 18. Approval of the Treasurer Report for January 2023.
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Payment in Error

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- 20. Commissioners Court minutes for the following dates:
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- 21. Budget Amendments.
 - FY 22/23 Budget Amendments 22.01 22.02
- 22. Personnel Change of Status.
 - a. Employment & Separations
 - b. Personnel Action Forms
- 23. Payment of Claims.

- 24. Convene into Executive Session pursuant to Texas Government Code §551.074 to discuss the appointment, employment, evaluation, reassignment, duties, or discipline of the Veteran Service Officer.
- 25. Consider and possible action on Executive Session.
- 26. Acknowledgement of the Quarterly Investment Report for Quarter Ending 12/31/2022.
- 27. Acknowledgement of FY 2022-2023 Budget to Actuals by Fund as of March 1, 2023. Acknowledgement of FY 2022-2023 Contingency Budget to Actuals by Fund as of March 1, 2023.
- 28. Juvenile director's report on detention population.
- 29. Sheriff's report on inmate population.
- 30. Announcement of interest items and possible future agenda topics.
- 31. Call for Citizen input and/or concerns
- 32. 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, TX77803, THE PUBLIC MAY WATCH THE MEETING LIVE AT FACEBOOK.COWBRAZOSCOUNTYTX is wheelchair accessible. Handicap parking spaces are available. Any request for sign interpretive services must be made two working days before the meeting. To make arrangements, please call (979) 361-4102.

BRAZOS COUNTY COMMISSIONER'S COURT

□ DAY	OF March	, 20 <u>23</u>
00 01	(AM/PM, Re	aular Meeting
		John

Name (PLEASE PRINT)	Organization (PLEASE PRINT)
Cheryl Coffman	Commissionus
Aubrey Leggett	Commissioners
Ale Workha	Co. Clk.
RAY ARRINGTON	COB SM)2
Katic Conner	Auditor
Nira Payne	Buckt
De Daniel ashetz	
Michele Meade	BCOEM
TREVUEZ LANSDOWN	BC Judga-
BERATT	GC .
LINDA RICKETSON	Juvenile
Summer Dubec	BC Parch
Haitlyn Battle	Bolurch
Charles Wendt	BC Purch

BRAZOS COUNTY COMMISSIONER'S COURT

THE DAY OF March, 2023 10:100 AMPM, Regular

Name	Organization
(PLEASE PRINT)	(PLEASE PRINT)
Garrett House	BC 50
Kevin Stungt	13050
PATRICE BACA	MVPN/TVC
Colton Giscer	lo. Judge
Kimbarly Roach	Co Judge
Donald Lamps	Constable PC+2
Lonn & Masterson	\mathcal{L} \mathcal{U} \mathcal{U} \mathcal{U}
Lura Danis	Man
Ed Bull	Co. Gudge
melissa Blown	Co. Gudgl
7 Strick Gendra	Citize
Gennifor Salonon	HR
Barbora Smith	Co Gudyl
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DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 3/7/2023

ITEM: Consideration and approval of Resolution 23-009 declaring intention to reimburse certain

expenditures with borrowing proceeds.

TO: Commissioners Court

DATE: 02/23/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name Description Type

Reimb_Resolution.pdf Reimb Resolution Cover Memo

CERTIFICATE FOR RESOLUTION

We, the undersigned County Judge and County Clerk of Brazos County, Texas (the "County") hereby certify as follows:

1. The Commissioners Court of the County (the "Commissioners Court") convened in regular session, open to the public, on March 7, 2023 at the meeting place designated in the notice (the "Meeting"), and the roll was called of the members, to wit:

Duane Peters, County Judge Steve Aldrich, Commissioner, Pct. 1 Chuck Konderla, Commissioner, Pct. 2 Nancy Berry, Commissioner, Pct. 3 Wanda J. Watson, Commissioner, Pct. 4

All members of the Commissioners Court were present, except ______, thus constituting a quorum. Whereupon among other business, the following was transacted at the Meeting: a written

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH BORROWING PROCEEDS

(the "Resolution") was duly introduced for the consideration of the Commissioners Court. It was then duly moved and seconded that the Resolution be finally passed and adopted; and after due discussion, such motion, carrying with it the adoption of the Resolution prevailed and carried by the following vote:

YES: 5 NOES: 0 ABSTENTIONS: 0

- 2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the Commissioners Court's minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the Commissioners Court's minutes of the Meeting pertaining to the adoption of the Resolution; the persons named in the above and foregoing paragraph are duly chosen, qualified, and acting officers and members of the Council as indicated therein; each of the officers and members of the Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting and each of such officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code, as amended.
 - 3. Karen McQueen is the duly appointed and acting County Clerk of the County.

COLINTY

SIGNED AND SEALED this March 7, 2023.

er Mc Lucco

County Judge

(COMMISSIONER'S COURT SEAL)

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH BORROWING PROCEEDS

WHEREAS, Brazos County, Texas (the "Issuer") desires to pay capital expenditures in connection with the design, planning, acquisition, construction, and/or renovating of facilities described in Exhibit A hereto (the "Project");

WHEREAS, Chapter 1201, Texas Government Code, as amended ("Chapter 1201"), permits the Issuer to use the proceeds of obligations to reimburse the Issuer for costs attributable to the Project paid or incurred before the date of issuance of the obligations for the purpose of financing public works projects, which include the Project; and

WHEREAS, the Issuer finds, considers, and declares that the reimbursement of the Issuer for the payment of such capital expenditures will be appropriate and consistent with the objectives of the Issuer's programs and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS THAT:

Section 1. This Resolution declares the intention of the Issuer to reimburse the expenditures for the Project with the proceeds of a borrowing. The Issuer presently intends to reimburse the expenditure by incurring debt the interest on which is excludable from gross income under section 103 of the Internal Revenue Code of 1986, as amended.

Section 2. The Issuer reasonably expects to incur debt with an aggregate maximum principal amount now estimated to not exceed \$10,000,000 for the purpose of paying the costs of the Project.

Section 3. The Issuer intends to reimburse the expenditures hereunder not later than 18 months after the date the original expenditure is paid or the date the Project is placed in service or abandoned, but in no event more than three years after the original expenditure is paid unless the Project is a construction project for which the Issuer and a licensed architect or engineer have certified that at least five years are necessary to complete the Project in which event the maximum reimbursement period is five years after the date of the original expenditure.

Section 4. The Issuer intends that this Resolution satisfy the official intent requirement set forth in Section 1.150-2 of the Treasury Regulations and evidences its intentions under Chapter 1201.

Section 5. This Resolution shall be liberally construed to evidence the intent of the Issuer to comply with state and federal income tax law in the issuance of tax exempt obligations for the Project.

* * *

EXHIBIT A

PROJECT DESCRIPTION

Providing for the payment of contractual obligations to be incurred in connection with the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain County-owned public property, specifically being improvements to (1) the existing County Administration Building; (2) the County Courthouse; (3) the existing County BISD Building (including parking lot renovations) for public defender offices and other administrative services; (4) the Brazos County Dispatch and Emergency Operations Center; (5) County Sheriff Department facilities including a central receiving and storage facility; and (6) payment of contractual obligations for professional services in connection therewith (to wit: architectural, engineering, financial advisory, and legal).



DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 3/7/2023

ITEM: Correction of reappointment for Rodney Sigler, to read appointment to the Homeland

Security Advisory Committee. Term of appointment is April 1, 2023 - March 31, 2024.

TO: Commissioners Court

DATE: 03/01/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name Description Type

<u>Appointment Cert - Homeland Security Advisory Committee - Rodney Sigler.pdf</u> Appointment Cert - Homeland Security Advisory Committee - Rodney Sigler Description

Backup Material Backup Material



APPOINTMENT

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

Rodney Sigler

to the

Homeland Security Advisory Committee

The term of this appointment is April 1, 2023 through March 31, 2024.

Duane Peters

County Judge



DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 3/7/2023

ITEM: Approval of authorization for the County Judge to sign the Public Utility Easement in favor

of the city of College Station on the Precinct 1 project.

Commissioners Court TO:

02/27/2023 DATE:

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name **Description Type**

Brazos County Public Utility Easement 02Braozs County Public Utility Easement Cover Memo

24-2023.pdf



Brazos County Karen McQueen County Clerk

Instrument Number: 1497536

Volume: 18520

Real Property Recordings

Recorded On: March 17, 2023 09:36 AM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$54.00

******* THIS PAGE IS PART OF THE INSTRUMENT *********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number:

1497536

CITY OF COLLEGE STATION

Receipt Number:

20230317000026

PO BOX 9973

Recorded Date/Time:

March 17, 2023 09:36 AM

User:

Mary G

Station:

CCLERK09

COLLEGE STATION TX 77842



STATE OF TEXAS COUNTY OF BRAZOS

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Public Records of Brazos County, Texas.

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



PUBLIC UTILITY EASEMENT

DATE:

MARCH 7 , 2023

GRANTOR:

BRAZOS COUNTY, TEXAS

GRANTOR'S MAILING ADDRESS:

200 S Texas Avenue, Suite 332

(including County)

Brazos County Bryan, Texas 77803

GRANTEE:

CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS:

P. O. Box 9960

(including County)

Brazos County

College Station, Texas 77842

CONSIDERATION:

Ten Dollars (\$10.00) and other good and valuable consideration.

PROPERTY:

Tract One:

All that certain tract or parcel of land containing 0.046 acres, more or less, lying and being situated in the Robert Stevenson League, Abstract No. 54, in College Station, Brazos County, Texas, being a 10' wide public utility easement over, across and upon Lot 1, Block 11 of Barron Crossing, recorded in Volume 12951, Page 30, of the Official Public Records of Brazos County, Texas; said 0.046 acre tract being more particularly described by metes and bounds and shown on survey diagram marked **EXHIBIT A** attached hereto and made a part hereof for all intents and purposes.

Tract Two:

All that certain tract or parcel of land containing 0.025 acres, more or less, lying and being situated in the Robert Stevenson League, Abstract No. 54, in College Station, Brazos County, Texas, being a 10' wide public utility easement over, across and upon Lot 1, Block 11 of Barron Crossing, recorded in Volume 12951, Page 30, of the Official Public Records of Brazos County, Texas; said 0.025 acre tract being more particularly described by metes and bounds and shown on survey diagram marked **EXHIBIT B** attached hereto and made a part hereof for all intents and purposes.

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

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

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

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

GRANTOR expressly subordinates all rights of surface use, incident to the mineral estate owned by GRANTOR, to the above-described uses of said surface by GRANTEE. GRANTOR will provide GRANTEE with the names and addresses of all lenders, if any, and agrees to lender's subordinations on behalf of GRANTEE, if any.

RESERVATIONS AND RESTRICTIONS: NONE.

TO HAVE AND TO HOLD, the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, forever, and GRANTOR does hereby bind itself, its successors and assigns to warrant and forever defend, all and singular,

these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

BRAZOS COUNTY, TEXAS

By:

DUANE PETERS, COUNTY JUDGE

ATTEST:

APPROVED AS TO FORM THIS DOCUMENT MAY NOT BE CHANGED WITHOUT RE-SUBMISSION FOR APPROVAL.

City Attorney

THE STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF BRAZOS

This instrument was acknowledged before me on this the ____ day of _MARCH 2023, by DUANE PETERS, County Judge of the Brazos County Commissioner's Court of Brazos County, Texas, a political subdivision, on behalf of said BRAZOS COUNTY, TEXAS.



NOTARY PUBLIC in and for the State of TEXAS

PREPARED IN THE OFFICE OF:

City of College Station Legal Department P.O. Box 9960 College Station, TX 77842-9960 AFTER RECORDING, RETURN TO:

City of College Station Legal Department P.O. Box 9960 College Station, TX 77842-9960

EXHIBIT A

0.046 AC EASEMENT



FIELD NOTES DESCRIPTION
OF A

10' WIDE PUBLIC UTILITY EASEMENT
ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 10' WIDE PUBLIC UTILITY EASEMENT IN THE ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 1, BLOCK 11 OF BARRON CROSSING RECORDED IN VOLUME 12951, PAGE 30 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 10' WIDE PUBLIC UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set within said Lot 1, Block 11, and being on the northwest line of a 10' wide public utility easement set forth in Volume 12951, Page 30 (OPRBCT), from which a 1/2 inch iron rod with a plastic cap stamped "K MCCLURE RPLS 5650" found for the east corner of said Lot 1, Block 11, bears N 38° 22' 42" E, a distance of 74.54 feet, also from which City of College Station Monument C594-137 bears 5 73° 41' 51" E, a distance of 6,580.41 feet;

THENCE, across said Lot 1, Block 11 and with the northwest line of said 10' wide public utility easement and along a curve to the right having a radius of 958.60 feet, an arc distance of 10.06 feet, a delta angle of 0° 36' 05" and a chord which bears \$ 33° 16' 23" W a distance of 10.06 feet to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set for the south corner hereof;

THENCE, across said Lot 1, Block 11 for the following three (3) courses and distances:

- 1) N 50° 54' 09° W, for a distance of 202.04 feet to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set for the northwest corner hereof;
- 2) N 39° 05' 43" E, for a distance of 10.00 feet to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set for the north corner hereof, from which a brass TXDOT right-of-way marker found bears N 05° 28' 27" W, a distance of 50.95 feet;
- 3) 5 50° 54′ 17° E, for a distance of 201.02 feet to the POINT OF BEGINNING hereof and containing 0.046 acres, more or less.

Surveyed on the ground August 2022 under my supervision. See plat prepared August 2022 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00009973339400 (calculated using GEOID12B). Reference drawing: 22-700-EASEMENT. Revised 1/30/2023: Added a City of College Station monument tie.



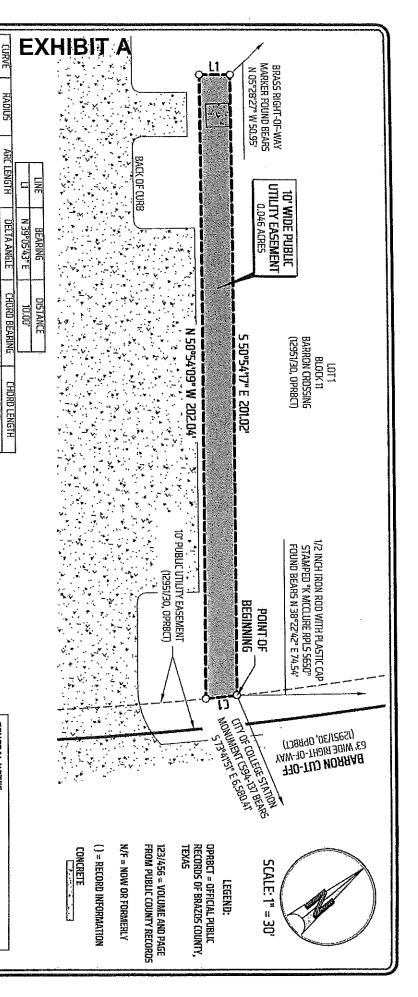
KERR

Michael Konetski

Registered Professional Land Surveyor No. 6531

Kerr Surveying, LLC | 409 N. Texas Ave. Bryan, TX 77803
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

1 Page



REVISED 1/30/2023 ADDED A CITY OF COLLEGE STATION MONUMENT TIE 10' WIDE PUBLIC UTILITY EASEMENT CROSSING LOT 1, BLOCK 11 **SURVEY PLAT**

958.60

,90.01

50,95,0

23°16'23" W

ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54 COLLEGE STATION, BRAZOS COUNTY, TEXAS VOLUME 12951, PAGE 30 OPRBCT BARRON CROSSING



facts must be uncovered" to gain over another, the "When one person stands

> SCALE: 1 MCH = 30 FEET SURVEY DATE: 08-23-2022 | PLAT DATE: 08-24-2022 Job Number: 22-700 | CAD Name: 22-700-easement POINT FILE: 22-700 (cont)

PREPARED BY: KERR SURVEYING, LLC DRAWN BY: WS CHECKED BY: MK BPELS FIRM#10018500

MICHAEL KONETSKI

SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM 409 N. TEXAS AVENUE, BRYAN, TEXAS 77803 PHONE: (979) 268-3195

SURVEYOR'S CERTIFICATE:

I, MICHAEL KONETSKI, R.P.L.S. NO. 6531, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 3, STANDARD LAND SURVEY AS MADE ON THE GROUND UNDER MY



GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE CENTRAL ZONE GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NAZOII) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCSZ).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00009973339400 (CALCULATED USING GEOIDIZB)

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

"KERR SURVEYING" SET AT ALL EASEMENT CORNERS. 1/2 INCH IRON RODS WITH BLUE PLASTIC CAPS STAMPED

FIELD NOTES DESCRIPTION (METES AND BOUNDS), THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE THIS PLAT WAS PREPARED IN CONJUNCTION WITH A INSTRUMENT TOGETHER

EXHIBIT B

0.025 AC EASEMENT



3 \$ W

FIELD NOTES DESCRIPTION OF A

10' WIDE PUBLIC UTILITY EASEMENT ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54 COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 10' WIDE PUBLIC UTILITY EASEMENT IN THE ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 1, BLOCK 11 OF BARRON CROSSING RECORDED IN VOLUME 12951, PAGE 30 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 10' WIDE PUBLIC UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set within said Lot 1, Block 11, and being on the northeast line of a 20' wide public utility easement set forth in Volume 12951, Page 30 (OPRBCT), and on the southwest line of a 15' wide private drainage easement set forth in Volume 17400, Page 39 (OPRBCT), from which an "X" in concrete found on the southwest line of said Lot 1, Block 11, bears 5 44° 37' 11" E, a distance of 180.55 feet;

THENCE, with the northeast line of said 20' wide public utility easement and the southwest line of said 15' wide private drainage easement, N 50° 58' 57" W, for a distance of 10.00 feet to a 1/2 inch iron rod with a blue plastic cap stamped *KERR SURVEYING" set;

THENCE, across said Lot 1, Block 11 for the following ten (10) courses and distances:

- With the northeast line of said 20' wide public utility easement and the southwest line of said 15' wide private drainage easement, N 50° 58' 57" W, for a distance of 10.00 feet a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
- 2) Leaving the common line of said 20' wide public utility easement and said 15' wide private drainage easement, N 39° 05' 43" E, for a distance of 11.18 feet a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
- 3) N 50° 54' 13" W, for a distance of 21.34 feet to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set for the west corner hereof, from which an "X" found in concrete for the west corner of said Lot 1, Block 11, bears N 55° 39' 32" W, a distance of 383.65 feet;
- 4) N 39° 05′ 42° E, for a distance of 59.81 feet to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set for the north corner hereof;
- 5) \$50° 54'18" E, for a distance of 10.00 feet to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;
- 6) 5 39" 05' 42" W, for a distance of 49.81 feet to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set;

- 7) S 50° 54′ 13″ E, for a distance of 11.34 feet to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set:
- 8) N 39° 05' 43" E, for a distance of 18.30 feet to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set:
- 9) \$50° 54' 17" E, for a distance of 10.00 feet to a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" set for the east corner hereof, from which City of College Station Monument CS94-137 bears \$74° 48' 40" E, a distance of 6,851.98 feet;
- 10) S 39° 05' 43" W, for a distance of 39.47 feet to the POINT OF BEGINNING hereof and containing 0.025 acres, more or less.

Surveyed on the ground August 2022 under my supervision. See plat prepared August 2022 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00009973339400 (calculated using GEOID12B). Reference drawing: 22-700-EASEMENT. Revised 1/30/2023: Added a City of College Station monument tie.



Newbul Kakeli

1/30/23

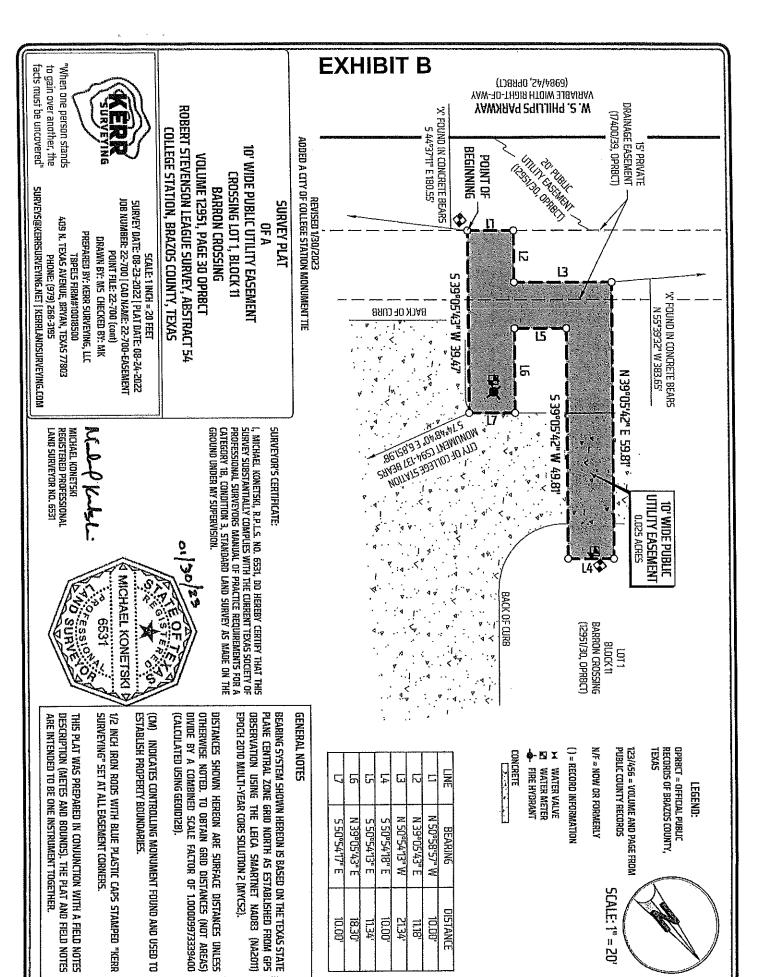
Michael Konetski

Registered Professional Land Surveyor No. 6531



Kerr Surveying, LLC | 409 N. Texas Ave. Bryan, TX 77803 Office: (979) 268-3195 | Web: <u>www.kerrlandsurveying.com</u>

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500





DEPARTMENT: Human Resources NUMBER:

DATE OF COURT MEETING: 3/7/2023

ITEM: Approval of the following Job Description:

• a. General Manager (Exposition & Fair Admin) 2080 hours (Code B0844)

Backup Material

TO: Commissioners Court

DATE: 03/02/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name Description Type

General Manager
(Exposition Center - Administration)

Approval of the following Job Description: General Manager
(Exposition Center) 2080 hours (Code B0844)

(Exposition Center - Administration)
2080 hours (Code B0844).docx
(Exposition Center) 2080 hours (Code B0844)



Brazos County Job Description

Last Updated: 03/02/2023

Class Number:	B0844	Title:	General Manager of the Exposition Complex and the BV Fair & Expo
Pay Group:	N/A	Department:	Exposition Complex
FLSA Status:	Exempt	Reports To:	Commissioners Court
Approved Date:		EEOC Category:	Officials and Administration

General Summary:

Responsible for the management of the Exposition Complex and Brazos Valley Fair & Expo.

Essential Duties:

Responsible for managing all facets of the Exposition Complex;

Provides leadership and direction in planning and overseeing construction, remodeling and expansion of the Exposition Complex:

Responsible for setting goals and objectives for the Exposition Complex;

Provides training for management personnel in job-related activities and duties as needed;

Approves the preliminary annual budget for the Expo Complex prior to its submission to Commissioners' Court for consideration;

Responsible for developing plans, organizing and working with the Fair Executive Board, volunteers and county officials to plan, organize and manage the BV Fair & Expo;

Works with the Fair Executive Board in amending and/or developing policies and procedures for the BV Fair & Expo; Performs risk management oversight including monitoring the safety and liability risks for all event facilities and the BV Fair & Expo;

Exercises discretion and independent judgment as necessary in performance of all professional responsibilities;

Other Duties as assigned.

Required:

Preferred:

None

Other Duties as assigned.	<u>and the control of t</u>
Supervision	
Received:	Commissioners Court
Given:	Responsible for providing supervision for all Exposition Complex employees and BV Fair employees.
Education	
Required:	Bachelor's degree or any equivalent combination of education and experience that provides the required knowledge, skills, and abilities.
Preferred:	
Experience	
Required:	Five years of successful management and supervisory experience in the event management and fair industries; or any equivalent combination of education and experience that provides the required knowledge, skills, and abilities.
Preferred:	
	APPROVED
Certificates, Licenses, Registrations	

Duane Peters

County Judge

Date

Dhirelad Damanda	
Physical Demands	
Typical:	To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. 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. 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 50 pounds, such as equipment, supplies, books and stacks of records. Specific vision abilities required for this job include close vision, distance vision, and the ability to adjust focus
Knowledge, Skills, & Abilities	
Work Environment	Organize and prioritize tasks to be assigned and completed; supervise, train, evaluate, and motivate employees; develop goals and strategies; read and interpret policy, manuals, and written instructions; balance accounts and approve financial documents; communicate effectively, both orally and in writing; and work effectively and cooperatively with others. Methods and practices used in fair management, event planning; event management, strategic planning principles and methods; budgeting processes and procedures; supervisory management skills; accounting principles and practices; and personnel policies and procedures.
Work Environment	<u> 18. j. s. j. s. j. i 18. j. s. 18. j. j. i 18. j. s. j. j. j. s. j. j. s. j. j.</u>
Typical:	The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate. The employee is constantly required to work closely with others as a part of a team to perform multiple tasks simultaneously, and switch from one task to another. The employee is frequently required to work under time pressures and meet deadlines.



DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 3/7/2023

ITEM: Award of IQ #23-080 Monitoring of Security Systems. Recommend vendor: Matrix Security

& Fire Services.

TO: Commissioners Court

FROM: Celina Nava

DATE: 03/02/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name Description Type

Tabulation.pdfBid TabulationBackup MaterialBid - Matrix.pdfPartially Executed ContractBackup Material

IQ 23-080 Monitoring of Security Systems March 24, 2023 - March 23, 2025

			Matrix Security	& Fire Services
	Location	Address	Cost/ Month	Yearly Cost
1	County Clerk Storage	302 East 24 th Street	\$35.00	\$420.00
2	District Attorney Storage	302 East 24 th Street	\$35.00	\$420.00
3	Information Technology	205 East 27 th Street	\$41.00	\$492.00
4	Tax Office	4151 County Park Court	\$41.00	\$492.00
5	Boonville Log Cabin	2421 Boonville Road	\$35.00	\$420.00
6	Brazos County Arena Hall	2906 Tabor Road	\$35.00	\$420.00
7	Facilities Service	4801 TX-21	\$41.00	\$492.00

Notes:

*Information Technology, Tax
Office, and Facilities Service will
need a new cellular transmitters
installed \$96.00 per loacation.
The delivery time for these 3
locations is ten (10) days from
contract awardment.

Approved by Commissioner's Court on this _	7	day of	MARCH	_, 2023 by
		sition of	COUNTY	JUDGE



REQUEST FOR INFORMAL QUOTE

IQ NO. 23-080 Monitoring of Security Systems

INFORMAL QUOTES TO BE SUBMITTED BEFORE: Tuesday, January 31, 2023 2:00pm CST

TO THE:
BRAZOS COUNTY
PURCHASING DEPARTMENT
200 S. Texas Ave. Suite 352
Bryan, TX 77803

Phone: (979) 361-4290 Fax: (979) 361-4293

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

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

Company Name: Matrix Security & Fire Services	
By (Print): Larry L. Aquero Title: Dwner	
Physical Address: 4348 Corter Creek PKWY, Ste 103, Bryon, Tx 77802)
Mailing Address: P.O. Box 4184 Bryan, Tx 77805	
Telephone: 979, 260964Fax: E-Mail: belinda@gometrix.ne	2+

Quotes will be received at the Brazos County Administration Building, Purchasing Department, 200 South Texas Ave Suite 352, Bryan, Texas prior to 2:00 p.m., Tuesday, January 31, 2023 at which time quotes will be publicly opened and read aloud.

A. SCOPE OF QUOTE

Brazos County is soliciting quotes for monitoring burglar alarms for multiple locations within the county. Quotes are solicited for furnishing service, and equipment set forth in this quote request for a two (2) year period beginning <u>March 24, 2023 through March 23, 2025</u> in accordance with the following Conditions of Bidding.

B. CONDITIONS OF BIDDING

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

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

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

- 18. Quotes cannot be altered after receiving time. No quote may be withdrawn after opening time without acceptable reason and with the approval of the Purchasing Agent.
- 19. Quotes must be submitted on this form and returned in a sealed envelope clearly marked with Respondent Name and Quote Number to ensure proper recognition upon its arrival. Quotes will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a quote be considered if submitted to any other person or department other than specifically instructed. Quotes not received prior to the expressed date and time listed in this quote will be rejected or returned unopened to the vendor. Quotes submitted by any other person or department other than the Brazos County Purchasing Department will not be accepted.
- 20. It is the Respondent's sole responsibility to print and review all pages of the quote document, attachments, questions and responses, addenda, and special notices. The Certification of Quote Form must be completed to include full firm name, mailing address, telephone number, email address, Vendor Tax Identification number and signed by an authorized representative of the firm. Failure to provide signature on the Certification of Quote Form renders quote non-responsive. Failure to complete the submission of all required forms, including but not limited to the Reference Page, House Bill 89 & Debarment Verification form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents may be grounds for rejection of entire quote. By submitting a response to this solicitation, the bidder agrees to comply with HB 1295, Government Code 2252.908. Respondent(s) agrees to provide Brazos County the "Certificate of Interested Parties, "Form 1295 as required, pending award, renewal, amended or extended contract.
 - Visit https://ethics.state.tx.us/whatsnew/elf info form1295.htm for more information.
- 21. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda. Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazos County Purchasing Agent, authorized to do so by the Commissioner's Court. Addenda will be made available using the same distribution method used to post or make available the original solicitation. Bidders shall acknowledge receipt of all addenda. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda.
- 22. It is our policy not to furnish quote results over the phone. Informal Quote results and tabulation sheets will be posted on the Brazos Valley Online Bidding System (https://brazosbid.ionwave.net) after quote award by Commissioner's Court.
- 23. Brazos County reserves the right to extend this contract annually for a maximum of three (3) additional, one (1) year, periods with no changes in the terms or conditions of this contract, if agreed upon by both parties.

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

Brazos County ATTN: Auditors 200 South Texas Ave, Suite 218 Bryan, TX 77803 Statements of accounts will not be sufficient to warrant payment. Unless other arrangements have been made; all invoices to be paid in full within 30 days after satisfactory delivery of commodities and or services and receipt of invoice at the listed address. Checks will be made payable to the Contractor only, and shall not include subcontractors, assignees, or any other party.

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

C. INSURANCE REQUIREMENTS

- 1. The Contractor shall instruct his insurance agent or carrier to furnish to the County a Certificate of Insurance attesting to the issuance of the following parts of this section. Please note that such Certificates of Insurance and any required bonds must be issued and then approved by Brazos County Risk Management. The Certificate of Insurance must be approved by Risk Management before any deliveries can be made.
- 2. The Contractor shall furnish and keep in full force the following insurance during the term of this Contract:
 - a. Statutory Workmen's Compensation and \$1,000,000 Employer's Liability Insurance with waiver of subrogation.

- b. General Liability with limits for bodily injury and for property damages of not less than \$1,000,000 aggregate, \$1,000,000 each occurrence with Brazos County named as an additional insured and waiver of subrogation.
- c. Commercial Automotive Liability with \$1,000,000 CSL for Bodily Injury and Property Damage Liability.
- 3. All of the aforementioned policies and Certificates of Insurance should be issued immediately after the Contractor receives notification of award.
- 4. The Contractor agrees to release and hold harmless Brazos County from any and all claims and liability due to the acts of the vendor's employees and the operation of his equipment. The Contractor also agrees to hold harmless Brazos County from any and all expenses, including attorney fees, incurred by Brazos County in litigation or otherwise resisting such claims or liabilities as a result of the vendor's employees' activities. Further, the Contractor agrees to protect, indemnify and hold harmless Brazos County from and against all claims, demands and causes of action of every kind and character brought by any employees of the Contractor against Brazos County due to personal injuries and/or death to such employee resulting from any neglect act, by either commission or omission on the part of the Contractor or Brazos County.

D. SPECIAL PROVISIONS

- 1. Respondents shall provide security alarm monitoring and services for the following Brazos County facilities:
 - a. County Clerk Storage, 302 East 24th Street, Bryan, TX 77803
 - b. District Attorney Storage, 302 East 24th Street, Bryan, TX 77803
 - c. Information Technology, 205 East 27th Street, Bryan, TX 77803
 - d. Tax Office, 4151 County Park Court, Bryan, TX 77802
 - e. Boonville Log Cabin, 2421 Boonville Road, Bryan, TX 77802
 - f. Brazos County Arena Hall, 2906 Tabor Road, Bryan, TX 77803
 - g. Facilities Service, 4801 TX-21, Bryan, Texas 77803
- 2. Respondent(s) will be required to monitor from their facility with their equipment installed.
- 3. Respondent(s) will have to run from a cellular network and will not have access to the Brazos County network.
- 4. Awarded contractor will have to work with our facilities department if installation of new equipment and communication throughout the contract (if needed).

E. QUOTATIONS

The following is an estimate of our anticipated purchases and will be used ONLY for tabulation purposes. The specified estimates are not guaranteed minimums. Fill in the blanks with the unit price that is <u>firm</u> for the contract period. Installation of new equipment should be considered in your monthly price; no additional fee should be added.

	Location	Address	Cost/ Month	Yearly Cost
1	County Clerk Storage	302 East 24 th Street	35	420
2	District Attorney Storage	302 East 24 th Street	<i>3</i> 5. ⁻	420.
3	Information Technology	205 East 27 th Street	41	492
4	Tax Office	4151 County Park Court	41.	492,-
5	Boonville Log Cabin	2421 Boonville Road	35.	420.7
6	Brazos County Arena Hall	2906 Tabor Road	35. ⁻	420.
7	Facilities Service	4801 TX-21	41.~	492.~

F. REFERENCES

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

Company/Entity: Britt Rice Electric
Contact: Mark Walker
Phone: 979.693.4076
Email: <u>Mwalker</u> e briceco. net
Company/Entity:Culpepper Realty

Email:	adrian @ culpepper realty. Com
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Company/Entity: _	Best Western Premier - Austin's Colony
Contact:	Tony Walker
Phone:	979.731.5300
Email:	tony. Welker @ oldhemgoodwin.com

Delivery Time per Section B, #17:

Information Technology, Tax Office, and Facilities Service will need new cellular transmitters installed. The Delivery Time for these (3) locations is ten (10) days from Contract awardment.

The other (4) locations have current cellular transmitters and are currently monitored by Motrix Security & Fire Services. Monitoring service would be immediate with no disruption of Service.

G. V.T.C.A. LOCAL GOVERNMENT CODE §262.0276

THIS SECTION MUST BE COMPLETED. FAILURE TO COMPLETE THIS SECTION WILL DISQUALIFY THE BID.

Brazos County shall refuse to enter into a contract or other transaction with a person who owes a debt to the County per V.T.C.A Local Government Code §262.0276.

- 1. This refusal to award a contract to or enter into a transaction with a person, pertains to an apparent low bidder or successful proposer that is indebted to the County;
- 2. "Person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the County requiring approval by the Commissioner's Court;
- 3. "Debt shall include delinquent taxes, fines, fees, or delinquencies arising from written agreements with the County.
- 4. Prior to award of a contract by the Commissioners' Court, the Purchasing Department will request a statement of account from the Brazos County Tax Office.
- 5. Any "debt" as defined above, that is reflected on the statement of account, will be documented and placed in the bid file. The bid or proposal from the person with the debt shall be considered "non-responsive" and "not responsible", eliminating it from any further consideration of award.
- 6. These provisions shall apply to any "person" owned, partially owned, managed, operated or represented by a "person" indebted to the County.

Please list all the names of the individuals that have ownership, officers, managers, and board of directors that you have associated with your entity below.

Name	Title (Owner, Officer, Director, Manager, Etc.)
Larry L. Aguera	Dwner
	· · · · · · · · · · · · · · · · · · ·
<u> </u>	

H. LEGISLATIVE CERTIFICATION

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing — Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
- 3. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
- 4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name:	Matrix Security & Fire Services	
Authorized Comp	any Representative: Lorry L. Aquero	
	348 Conter Creek PKWy, Ste 103, Bryen, Tx 77	802
Signature:	Wy ?	
Date:	-30-23	
Contract #:	23-080	

T	CERTIF	ICATION	OF (OHOTE
J.	CERLIF	CALIUN	Or v	OUUIE

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

Signed By:
Typed Name: Larry L. Aguero Title: Owner
Company Name: Matrix Sewrity & Fire Services
Phone: 979. 260. 9614
Mailing Address: P.O. Box 4184
Bryon, Tx 77805
Email Address: <u>belinda</u> <u>e go matrix. net</u>
Vendor Tax Identification Number: 74-2679176
END OF INFORMAL QUOTE REQUEST NO. 23-080

By signing below, Brazos County agrees that this quote, 23-080, will be awarded as dictated on the associated quote tabulation sheet, to the vendor whose name appears above and both parties agree to the terms and conditions contained herein.
By:
Brazos County Commissioner's Court: PLANE PETERS, COUNTY JUDGE
Date: MARCH 7, 2023
Attest: Xakea McLucea
Brazos County Clerk: KAREN Mc QUEEN
The following items should be completed and included in your bid submission. Failure to include these items will disqualify your bid. ☐ References (Section F) ☐ Quote (Section E) ☐ V.T.C.A. Local Government Code §262.0276 for Tax Verification (Section G) ☐ Legislation Certification (Section H) ☐ All Addendums (if applicable)
☐ . Certification of Quote (Section I)



4348 Carter Creek Parkway, Ste. 103 Bryan, Texas 77802 979-260-9614(voice) 979-690-0708(fax)

24Hr Central Station Monitoring Service For Brazos County IQ No. 23-080

General Notes:

Scope of Work:

Matrix Security & Fire Services currently provides 24Hr Central Station Service to the following locations:

County Clerk Storage
District Attorney Storage
Information Technology
Tax Office
Boonville Log Cabin
Brazos County Arena Hall

The following three (3) locations do not currently have cellular transmitters installed:

Information Technology
Tax Office
Facilities Service

The actual cost to install cellular transmitters at the (3) locations is \$96.00 per location. The current monthly cost for cellular service is \$12.00. The base price for 24Hr Central Station Monitoring is \$25.00. Therefore, per the bid instructions, the cost would be \$41.00 per month for 2 years, which would cover the pro-rated cost of the cellular transmitter @\$4.00/mo., plus \$25.00 base Central Station price, and \$12.00 for the Cellular Service.

Or, you may choose to pay a one-time charge of \$ 96.00 for each of the (3) locations to install the cellular transmitters. If so, then, the monthly monitoring would become: \$ 25.00 for the base Central Station Service plus \$ 12.00 for the Cellular Service for a total of \$ 37.00 per month.

The original other (4) locations are paying \$ 10.00 per month for cellular service, which we have locked-in. Thus, the (4) locations are paying \$ 25.00 for the base Central Station Service and \$ 10.00 for the Cellular Service for a total of \$ 35.00 per month.



DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 3/7/2023

ITEM: Approval of no award for Bid #23-096 Oils & Lubricants due to a lack of competitive bids.

TO: Commissioners Court

FROM: Celina Nava

DATE: 03/02/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name Description Type

No Attachments Available



DEPARTMENT:

Purchasing

NUMBER:

DATE OF COURT MEETING:

3/7/2023

ITEM:

Approval of no award for Bid #23-096 Oils & Lubricants due to a lack of competitive bids.

TO:

Commissioners Court

FROM:

Celina Nava

DATE:

03/02/2023

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

ATTACHMENTS:

No Attachments Available

File Name

Description

<u>Type</u>

APPROVED

Duane Peters

County Judge

Date



DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 3/7/2023

ITEM: Permission to re-advertise Bid #23-096 Oils & Lubricants for Brazos County.

TO: Commissioners Court

FROM: Celina Nava

DATE: 02/28/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name Description Type

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

BRAZOS COUNTY BID/RFP/RFQ DOCUMENTATION SHEET

to advertise

The Purchasing Department would like to request Commissioner's Court approval t and go out for Bid on the following:
DATE: <u>March 7, 2023</u>
BID NUMBER: <u>23-096</u>
TITLE: Oils and Lubricants
REQUESTING DEPARTMENT: Fleet
APPROVAL SIGNATURE: Duane Peters, County Judge
DATE APPROVED: MARCH 7, 2023



DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 3/7/2023

ITEM: Approval of the following committee for the evaluation of proposals for RFP #23-112 Health

Permit and Inspection Software.

• a. Robert (Bob) Lampkin

b. Mayra Orocioc. Brian Pratt

• d. Legal (Non-Voting)

• e. Purchasing (Non-Voting)

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 02/28/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name Description Type

No Attachments Available



DEPARTMENT:

Purchasing

NUMBER:

DATE OF COURT MEETING:

3/7/2023

ITEM:

Approval of the following committee for the evaluation of proposals for RFP #23-112 Health

Permit and Inspection Software.

• a. Robert (Bob) Lampkin

• b. Mayra Orocio

• c. Brian Pratt

• d. Legal (Non-Voting)

• e. Purchasing (Non-Voting)

TO:

Commissioners Court

FROM:

Kaitlyn Battles

DATE:

02/28/2023

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

ATTACHMENTS:

File Name

Description

<u>Type</u>

No Attachments Available

APPROVED

Duane Peters

County Judge

Date



DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 3/7/2023

ITEM: Permission to Advertise RFP #23-112 Health Permit & Inspection Software.

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 02/28/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name Description Type

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

BRAZOS COUNTY BID/RFP/RFQ DOCUMENTATION SHEET

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

and go out for Bid on the following:
DATE: <u>March 7, 2023</u>
RFP NUMBER: 23-112
TITLE: Health Permit & Inspection Software
REQUESTING DEPARTMENT: Brazos County Health District
APPROVAL SIGNATURE: Duane Peters, County Judge
DATE APPROVED: MARCH 7, 2023



DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 3/7/2023

ITEM: Approval of Contract #23-113 for Secure Short-Term Detention of Juvenile Offenders with

Henderson County.

TO: Commissioners Court

FROM: Josue Loyola

DATE: 03/01/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name Description Type

Partially Executed Contract.pdf Contract. Backup Material

CONTRACT AND AGREEMENT FOR SECURE SHORT-TERM DETENTION OF JUVENILE OFFENDERS SPACE AVAILABLE

STATE OF TEXAS

§

COUNTY OF BRAZOS

S

§

BRAZOS COUNTY JUVENILE BOARD BRAZOS COUNTY JUVENILE JUSTICE CENTER

Detention Services

January 1, 2023 - December 31, 2023

This contract and agreement for secure short-term detention of juvenile offenders is entered into by and between Henderson County, acting by and through its duly authorized representative (hereinafter "Juvenile Probation") and the Brazos County Juvenile Board, acting by and through its duly authorized representative and County Judge, concerning detention residential services provided at the Brazos County Juvenile Justice Center (hereinafter "the Facility") by the Brazos County Juvenile Services Department (hereinafter "Service Provider") pursuant to license granted by the Texas Juvenile Justice Department and/or any other appropriate State agency with licensure or regulatory authority over this facility.

ARTICLE I PURPOSE

1.01 Whereas Henderson County, in order to carry out and conduct its juvenile program in accordance with the Juvenile Justice Code, Title III of the Texas Family Code has need of the use of detention facilities to house and maintain children of juvenile age, who are referred to a detention facility for act(s) of delinquency or act(s) indicating a need for supervision, during pre-trial and pre-dispositional status by the Court. The placement facility to be utilized is owned and operated by Brazos County and Service Provider, and is located at 1904 HWY 21 W., Bryan, Texas 77803.

ARTICLE II TERM

2.01 The term of this Agreement is for 12 months commencing January 1, 2023 - December 31, 2023. It shall be automatically renewed for one (1) year terms thereafter, commencing January 1st and ending December 31st of each year, unless one party notifies the other in writing, at least thirty (30) days prior to the expiration of said term, of its intention to not renew this Agreement.

ARTICLE III PROVISIONS OF SERVICES

- 3.01 A. Service Provider will provide: room and board, supervision twenty-four hours per day, seven days a week; routine medical examination and treatment within the Facility (but shall not provide or pay for emergency examination, treatment, or hospitalization outside the Facility); an approved education program; recreation facilities; and crisis intervention to each child placed within the Facility.
 - B. If emergency examination, EMS treatment, health care treatment and/or hospitalization outside the Facility ("Outside Treatment") is required for a child placed in the Facility, the Administrator of the Facility is authorized

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

- C. Children from Juvenile Probation who are alleged to have engaged in delinquent conduct, or conduct indicating a need for supervision, as reflected in a Child in Need of Supervision Order (CINS) will be admitted to the facility under the authority of any juvenile court having jurisdiction or its designated official. Children not released within forty-eight (48) hours (excluding weekends and holidays) must have a detention hearing in the Henderson County juvenile court in accordance with the Texas Family Code, Title III (Section 54.01). If the child is ordered detained, a certified copy of the detention order must be delivered to the detention Facility prior to the child's re-admission.
- D. Each child placed in the Facility shall be required to follow the rules and regulations of conduct as fixed and determined by the facility administrator and staff of the Facility.
- E. Acceptance of a child by the Facility will be determined by Brazos County Juvenile Facility Staff. Service Provider reserves the right to refuse admission of any child deemed inappropriate. Service Provider has resolved to operate the Facility in compliance with the Juvenile Justice and Delinquency Prevention Act, and therefore, Service Provider will not accept children whose detention would prevent the Facility from complying with the Juvenile Justice and Delinquency Prevention Act or those "juveniles who are charged with or has committed offenses that would not be criminal if committed by an adult or offenses which do not constitute violations of valid court order, or such non-offenders as dependent or neglected children." Section 223(a) (12) (A), Juvenile Justice Delinquency Prevention Act. No child who is intoxicated or in need of immediate medical attention will be accepted under any circumstances without having been seen, treated and released by a medical professional and given written medical clearance.

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

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

- F. Service Provider agrees that the facility will accept any child who qualifies, without regard to such child's religion, race, creed, sex or national origin.
- G. It is further understood and agreed by the parties that children placed in pre-adjudication care in the Facility shall be removed from the Facility by the appropriate authorities from Juvenile Probation, or its agents, servants or employees at the conclusion of the ten (10) day working period authorized by the court order issued at the conclusion of the initial detention hearing by the Judge of the appropriate juvenile court unless a new order has been issued authorizing the continued detention, and a copy of the new order has been delivered to the Facility, or unless a waiver of the ten (10) working day hearing has been executed and a signed copy of the waiver is received by the Facility. A copy of the order issued pursuant to the waiver shall be furnished to the Facility. The same understanding and agreement between the parties exists with the exception that court orders may authorize detention for up to fifteen (15) working days after the initial hearing and detention period.

- H. It is further understood and agreed by the parties that, children may be released to the Probation Officer or other appropriate authority of Juvenile Probation pursuant to: (a) paragraph E of this Article, (b) an Order of Release signed by the Judge of the Juvenile Court of Henderson County.
- I. Service Provider shall be in compliance with all standards and requirements of the Texas Juvenile Justice Department and all applicable State and Federal law.
- J. Service Provider shall provide twenty (24) hour supervision for each child, including the supervision by detention staff during sleeping hours in a Secure Facility.
- K. Each child placed in the Facility shall be provided the opportunity to complete the Massachusetts Youth Screening Instrument (MAYSI-2) as required by the Texas Juvenile Justice Department. Facility personnel administering the MAYSI-2 shall be properly trained, sign the warning page, and document time and date administered. The MAYSI-2 shall then be promptly provided to Juvenile Probation of the detaining county.
- L. Each child placed in the Facility shall be enrolled in an educational program. Special steps shall be taken to comply with requirements of Special Education students and their needs.
- M. It is further understood and agreed by the parties that nothing in this contract shall be construed to permit Juvenile Probation, its agents, servants, or employees any way to manage, control, direct or instruct Service Provider, its directors, officers, employees, agents, shareholders and designees in any manner respecting its work, duties functions, or pertaining to the maintenance and operation of the Facility. However, it is also understood that the Juvenile Court of Henderson County shall control the conditions and terms of detention supervision as to a particular child pursuant to the Texas Family Code, Section 51.12.

ARTICLE IV COMPENSATION

- 4.01 For and in consideration of the above-mentioned services, Juvenile Probation agrees to pay Service Provider the sum of \$100.00 per day; the cost includes any duration during a 24 hour period for each child. The daily rate shall be paid to Service Provider for each day a child is in detention. The cost is based on the projected actual cost of care for children in the facility.
- 4.02 Every child shall receive basic detention services. Additional services that require or request special accommodations, medications, including, but not limited to: psychological assessments, mental health care, medical treatment, Chapter 55 evaluations (fitness to proceed), special accommodation services, interpreters, special dietary needs, will be paid for by Juvenile Probation.
- 4.03 Psychological services may be provided to the child on an as needed basis at the request of the Juvenile Probation Department and shall be paid for by Juvenile Probation.
- 4.04 Service Provider will submit an invoice for payment of services to Juvenile Probation on a monthly basis. Said invoice shall be submitted within ten (10) working days following the end of the invoiced month and shall include information deemed necessary for adequate fiscal control, including but not limited to: to be attributed to specific clients if appropriate, date service was rendered, total daily cost, and total monthly cost. Each invoice received for payment will be reviewed by Juvenile Probation in order to monitor Service Provider for financial compliance with this Agreement. Invoices submitted by Service Provider in proper form shall be paid by Juvenile Probation in a timely manner.
- 4.05 Service Provider shall account separately for the receipt and expenditure of any and all state funds received from Juvenile Probation under this contract. Service Provider shall account separately for state funds received and expended utilizing the following Generally Accepted Accounting Practices (GAAP):
 - If Service Provider has an outside audit completed on a yearly basis which specifies

- receipt and expenditure of State funds. Service Provider shall forward a copy of the annual outside audit to Juvenile Probation by March 1 following the end of the fiscal year.
- B. If Service Provider does not obtain an annual outside audit, then Service Provider shall provide a separate accounting of funds received from Juvenile Probation in whole or in part paid from state funds. The accounting shall clearly list the state funds received from Juvenile Probation and account for expenditures of said funds including documentation of appropriate expenditures as well as the year's tax forms and documentation. The accounting shall be provided to Juvenile Probation thirty (30) days prior to the renewal date of the contract.
- 4.06 It is understood and agreed by Service Provider that this Agreement is funded in whole or in part with grant or state funds and shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.
- 4.07 Service Provider agrees to make claims for payment or direct any payment disputes to Juvenile Probation's Fiscal Officer. Service Provider will not contact other department employees regarding any claims of payment.
- 4.08 Service Provider will provide certification of eligibility to receive State funds as required by Texas Family Code Section 231.006.
- 4.09 Except to the extent that a party to this Agreement seeks emergency judicial relief, the parties agree to negotiate in good faith in an effort to resolve any disputes related to this contract that may arise, no matter when the dispute may arise. If a dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation. The parties shall choose a mutually acceptable mediator to mediate the dispute, and the parties shall pay the costs of mediation services equally.

ARTICLE V ADDITIONAL TERMS & AGREEMENTS

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

ARTICLE VI EXAMINATION OF PROGRAM & RECORDS

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

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

ARTICLE VII CONFIDENTIALITY OF RECORDS

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

ARTICLE VIII DUTY TO REPORT

- 8.01 Allegations Occurring inside the Facility. As required by Texas Family Code Chapter 261 and Title 37 Texas Administrative Code Chapter 358, or successor provisions, Service Provider, and any of its employees, interns, volunteers or contractors, shall report any allegation or incident of abuse, neglect, exploitation, death or other serious incident involving a child in a juvenile justice facility or juvenile justice program in the following manner:
 - A. For all allegations and incidents except sexual abuse and serious physical abuse: within twenty-four (24) hours from the time the allegation is made, to the following:
 - 1. Local law enforcement agency; and
 - 2. Texas Juvenile Justice Department by submitting a TJJD Incident Report Form to facsimile number 1-512-424-6716 (or if unable to complete the form within 24 hours, then by calling toll-free 1-877-786-7263, followed by submitting the report within 24 hours of said call). In addition, for serious incidents, a treatment discharge form or other medical documentation that contains evidence of medical treatment pertinent to the reported incident shall be submitted to the Texas Juvenile Justice Department within 24 hours of receipt; and
 - 3. With respect to juveniles placed by Juvenile Probation, the TJJD Incident Report Form shall also be sent to Juvenile Probation within 24 hours at facsimile number (903) 677-7276 and Service Provider shall contact Juvenile Probation by telephone at (903) 677-7250 within 24 hours.
 - B. For allegations and incidents of sexual abuse or serious physical abuse:
 - Local law enforcement agency immediately, but no later than one (1) hour from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone to law enforcement;
 - 2. Texas Juvenile Justice Department shall be notified immediately, but no later than four (4) hours from the time a person gains knowledge of or suspects the alleged serious physical abuse or sexual abuse. The initial report shall be made by phone by calling toll-free 1-877-786-7263. Within 24 hours of the report by phone, the completed TJJD Incident Report Form shall be submitted by facsimile number 1-512-424-6716 or by email at abuseneglect@tjid.texas.gov and

- 3. With respect to children placed by Juvenile Probation, the TJJD Incident Report Form shall also be sent to Juvenile Probation within 24 hours at facsimile number (903) 677-7276.
- 8.02 Allegations Occurring Outside the Facility. Any person who witnesses, learns of, receives an oral or written statement from an alleged victim or other person with knowledge or who has a reasonable belief as to the occurrence of alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile, but that is not alleged to involve an employee, intern, volunteer, contractor, or service provider of a program or facility, shall be immediately reported to law enforcement or to other appropriate governmental unit as required in Texas Family Code Chapter 261.

8.03 As used within this Agreement:

- A. An allegation or incident includes the witnessing, learning, or receiving an oral or written statement from an alleged victim or other person with reasonable belief or knowledge as to the occurrence or an alleged abuse, neglect, exploitation, death or other serious incident involving a juvenile in a juvenile justice facility or juvenile justice program.
- B. A serious incident is attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault or youth sexual conduct.
- C. Sexual abuse is conduct committed by any person against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact.
- D. Serious physical abuse is bodily harm or condition that resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect or exploitation, if the bodily harm or condition requires medical treatment by a physician, physician assistant, licensed nurse practitioner, emergency medical technician, paramedic or dental.
- E. A juvenile justice facility is a facility, including its premises and affiliated sites, whether contiguous or detached, operated wholly or partly by or under the authority of the governing board, juvenile board or by a private vendor under a contract with the governing board, juvenile board or governmental unit that serves juveniles under juvenile court jurisdiction. The term includes: a public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with the Texas Family Code; and a public or private non-secure juvenile post-adjudication residential treatment facility housing juveniles under juvenile court jurisdiction.
- F. A juvenile justice program is a program or department operated wholly or partly by the governing board, juvenile board or by a private vendor under contract with the governing board or juvenile board that serves juveniles under juvenile court jurisdiction or juvenile board jurisdiction. The term includes a juvenile justice alternative education program and a non-residential program that serves juvenile offenders while under the jurisdiction of the juvenile court or juvenile board jurisdiction and a juvenile probation department.

ARTICLE IX CRIMINAL HISTORY SEARCHES

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

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

ARTICLE X DISCLOSURE OF INFORMATION

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

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

ARTICLE XI EQUAL OPPORTUNITY

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

ARTICLE XII ASSIGNMENT & SUBCONTRACT

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

ARTICLE XIII OFFICIALS NOT TO BENEFIT

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

ARTICLE XIV DEFAULT

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

ARTICLE XV TERMINATION

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

ARTICLE XVI WAIVER OF SUBROGATION

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

ARTICLE XVII REPRESENTATIONS & WARRANTIES

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

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

ARTICLE XVIII TEXAS LAW TO APPLY

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

ARTICLE XIX VENUE

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

ARTICLE XX LEGAL CONSTRUCTION

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

ARTICLE XXI PRIOR AGREEMENTS SUPERSEDED

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

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

ARTICLE XXII PRISON RAPE ELIMINATION ACT

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

Under PREA, Service Provider is complying with PREA standards [PREA §115.312(b)] and shall make available to the CJPO all incident-based aggregated data reports of sexual abuse at its facility within 24-hours of the allegation, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30th [PREA §115.387(e) and (f)]

Henderson County Juvenile Probation

Brazos County Juvenile Justice Center

Linda Ricketson, Executive Director

Henderson County

Juvenile Board Chair

Authorized Official

Brazos County Juvenile Justice Center

Linda Ricketson, Executive Director

Juvenile Board Chair

Authorized Official

BRAZOS COUNTY COMMISSIONERS COURT

ON MARCH 7, 20 23, FULLY EXECUTED IN DUPLICATE, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

By:

Duane Peters, County Judge 200 S. Texas Ave., Ste. 332

Bryan. TX 77803 Phone: 979-361-4102 Fax: 979-361-4503



DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 3/7/2023

ITEM: Approval of Service Contract CIP 23-526 for Replacement of Courthouse Intercoms with

Stanley Convergent Security Solutions.

TO: Commissioners Court

FROM: Summer Dubec

DATE: 03/02/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name Description Type

Court Service Contract.pdf Service Contract Backup Material

BRAZOS COUNTY COURTHOUSE INTERCOM SYSTEM UPGRADE SERVICE CONTRACT

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

Contract No. CIP 23-526 Page 1 of 11 Pages

GENERAL REQUIREMENT FOR CONTRACT

I, Marc Turner

as a duly authorized representative of Stanley Convergent Security

Solutions "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.

PROJECT TIMELINE

Project will start upon receiving purchase order and will be completed by September 30, 2023.

PREVAILING WAGES RATES

The Contractor shall be responsible for following all provisions of Chapter 2258 of the Government Code relating to the payment of prevailing wages. The wage rates to be used are included in **Exhibit B** attached. A Contractor or subcontractor who violates this section shall pay Brazos County \$60 for each worker employed for each calendar day or part of the day the worker is paid less than the wage rates stipulated in **Exhibit B**.

ASSIGNMENT

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

AWARD

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

BIDDERS RESPONSIBILITY

It is the bidder's sole responsibility to print and review all pages of the bid document, attachments, questions and responses, addenda, and special notices. The Certification of Bid Form must be completed to include full firm name, mailing address, telephone number, email address, Vendor Tax Identification number and signed by an authorized representative of the firm. Failure to provide signature on the Certification of Bid Form renders bid non-responsive. Failure to complete the submission of all required forms, including but not limited to the Reference Page, House Bill 89 & Debarment Verification form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents may be grounds for rejection of entire bid. By submitting a response to this solicitation, the bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Brazos

County the "Certificate of Interested Parties", Form 1295 as required, pending award, renewal, amended or extended contract. Visit https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda.

CONTRACT OBLIGATION

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

QUANTITIES

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

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.

SUBCONTRACTING

Any subcontracting must be approved prior to commencement of the Contract by Brazos County.

INVOICES & PAYMENTS

Payments to contractors will not be made if the contractor cannot produce a Brazos County Purchase Order. Contractor shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, shall be corrected by the contractor. Brazos County will only be required to pay for materials actually received and/or services actually provided. Brazos County shall not be required to pay for materials or services described in the contract that are not used or provided by the contractor in completion of the contract. This term supersedes any contradicting terms throughout the contract and/or any attachments.

When multiple deliveries and/or services are required, the contractor may invoice following each delivery or performance of service and Brazos County will pay on invoice with in thirty (30) days upon receipt of invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. The contractor will provide an invoice for each month in which Brazos County is responsible for payment, during the duration of the contract. Prior to any and all payments made for goods and/or services provided under this contract, the contractor should provide their Taxpayer Identification Number or Social Security number as applicable. This information must be on file with Brazos County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

PRICING

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

TAXES

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

GOVERNING FORMS

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

GOVERNING LAW AND VENUE

This bid solicitation is governed by the laws of the State of Texas, specifically, the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazos County may request and rely on advice, decisions and opinions of the Attorney General of Texas and Brazos County Attorney concerning and portion of these requirements. Potential vendors are advised they may have disclosure requirement pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts that have an aggregate value in excess of \$250.00 given to any employee of the County, County Official to the County Official's family members or employment of any employee of the County, County Official or the County Official's family members during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Brazos County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law. Bidder understands that Brazos County is a government subject to Texas State and Federal public information statutes. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

COMPLIANCE WITH LAW

The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdiction.

The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

DISQUALIFICATION OF OFFEROR

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

SEVERABILITY

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

SILENCE OF SPECIFICATIONS

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

TERMINATION

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

POLICY REQUIREMENTS FOR CERTIFICATE OF INSURANCE

CONTRACTOR'S INSURANCE

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

- (1) Statutory Workers Compensation Insurance with Employers Liability Insurance in the amount of \$1,000,000. In the event any work is sublet, the contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Waiver of subrogation is required. (TLC Sec. 401.011)
- (2) Commercial General Liability Insurance with a \$ 1,000,000 Combined Single Limit. The policy shall be on the Comprehensive General Liability 1986/90 occurrence form, and shall include coverage for acts of independent contractors, and shall name Brazos County as an additional insured. Waiver of subrogation is required. No claims made policies will be acceptable without prior approval by the Commissioners Court/Risk Management.
- (3) Automobile Public Liability Insurance with a \$1,000,000 Combined Single Limit, in all self-

propelled vehicles used in connection with the contract, whether owned, non-owned or hired.

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

LIMITATIONS

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

COVERAGES/WAGES

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

SOVEREIGN IMMUNITY

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

NOTICES

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

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

CONTRACTOR: Sales Contract Name:	Phone Number:	Billing Info:

FISCAL FUNDING CLAUSE

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

WAIVERS

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

ENTIRE CONTRACT

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

AVAILABILITY AND RETENTION OF RECORDS

All records relating to the service provided under this contract and supporting documentation for invoices submitted to Brazos County by the contractor shall be retained and made available by the contractor for audit by Brazos County, it duly authorized representatives, the State of Texas (including, but not limited to the Auditor of the State of Texas, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government. Such records shall be returned by contractor and made available for any time period required by state or federal law. If changes occur in the governing state or federal law, regarding retention records, contractor shall comply with such changes. If an audit is initiated before the expiration of such time periods required by state or federal law regarding retention of records, the contractor shall retain such records until the audit is concluded and all issues resolved. Contractor shall provide Brazos County with copies of such audits that be conducted with respect to the contract. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter. This provision is mandatory and may not be altered or deleted, as required by Sec. 552.372(b) of the Texas Government Code.

AUDIT RESPONSIBILTY

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.

BRAZOS COUNTY, TEXAS

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.

TAX VERIFICATION

V.T.C.A. LOCAL GOVERNMENT CODE §262.0276

Brazos County shall refuse to enter into a contract or other transaction with a person who owes a debt to the County per V.T.C.A Local Government Code §262.0276.

- a. This refusal to award a contract to or enter into a transaction with a person, pertains to an apparent low bidder or successful proposer that is indebted to the County;
- b. "Person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the County requiring approval by the Commissioner's Court;
- "Debt shall include delinquent taxes, fines, fees, or delinquencies arising from written agreements with the County.
- d. Prior to award of a contract by the Commissioners' Court, the Purchasing Department will request a statement of account from the Brazos County Tax Office.
- e. Any "debt" as defined above, that is reflected on the statement of account, will be documented and placed in the bid file. The bid or proposal from the person with the debt shall be considered "non-responsive" and "not responsible", eliminating it from any further consideration of award.
- f. These provisions shall apply to any "person" owned, partially owned, managed, operated or represented by a "person" indebted to the County.

Please list all the names of the individuals that have ownership, officers, managers, and board of directors that you have associated with your entity below.

<u>Name</u>	Title (Owner, Officer, Director, Manager, Etc.)
Kevin Engelhardt	Director and President
Michael J. Blum	Director and Secretary
Ashwin Kataria	Director and Treasurer
Robert Dro	Chief Financial Officer
Steven Walker	Vice President, Customer Service
Tricia Stone	Vice President, Corporate Tax

See attached for additional officers

Name	Title	
Ina Staris	Assistant Secretary	
Stephen Moskal	Assistant Treasurer	
Michael Cochran	St. Louis, MO Compliance Officer	
William D'Orlando	MA Electrical Compliance Officer	
Manuel Robles	NV Responsible Managing Employee	
Jonathan Hall	OR Responsible Manager	
Robert Petit	Rhode Island Qualified Agent	
Joseph Ficker	WV Qualified Agent	
James Greenhill	TX Director of Secretary	

LEGISLATIVE CERTIFICATIONS

Brazos County is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, https://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov.The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract. The company representative below further affirms, that the company submitting this proposal, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271:

- 1. Does not boycott Israel currently; and
- 2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

- "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israelicontrolled territory, but does not include an action made or ordinary business purposes; and
- "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
- 3. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
- 4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: Stanley Convergent Security Solutions, Inc. (n/k/a Securitas Technology Corporation)
Authorized Company Representative: Matt Bruno
Address: 8350 Sunlight Drive, Fishers, IN 46038
— DocuSigned by:
Signature: Matt Bruso 8333F01E80AA42C
Date: 02-Feb-2023
Contract #:

CERTIFICATION OF BID

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

Signed By:	Title:		
Typed Name:			
Company Name:	Phone	Number:	
Email Address:			
Mailing Address:			
P.O. Box or Street	City	State	Zip
Employer Identification Number:			
Approved by Commissioners' Court on this	7	day of MAR	2022 by
Approved by Commissioners' Court on this	position of	ounty J	UDGE
The following items should be completed and includitems will disqualify your bid. V.T.C.A. Local Government Code §262.027 House Bill 89 & Debarment Verification (Page 11)	ded in your bid subm 76 for Tax Verificatio	nission. Failure	

STANLEY

Exhibit A

STANLEY Convergent Security Solutions 11823 Starcrest Drive, San Antonio, TX 78247

To:	Ken Hayes
Organization:	Brazos County Courts
Phone:	
Fax or Email:	khayes@brazoscountytx.gov

QUOTATION Q220300 (Rev1)

Brazos County Courts Intercom System Upgrade

12/15/2022

Sourcewell Contract #030421-SCS Maturity Date: 04/22/2025

SCOPE OF WORK

Stanley will provide (Narrative):

- 1. Remove the existing Command Audio intercom system including the headend and intercom stations
- 2. Install a Harding Instruments digital intercom controller
- 3. Integration with existing icons on control stations
- 4. 3 Spare Intercom stations

Note: We plan to re-use the existing UPS, station wiring and network switches and are assuming they are in good working condition.

Equipment:

Qty (1 Lot)... Harding Instruments DCC controller and detention grade,

Qty (1 Lot)... Harding digital IP intercom stations

Qty (1 Lot)... Customer mounting plates for the new intercom stations

Qty (2)...... Intercom master phones

Qty (3)..... Spare Intercom stations

Qty (1 Lot)... Installation Qty (1 Lot)... Engineering

Qty (1 Lot)... Programming and configuration

Qty (1 Lot)... Testing

Qty (1 Lot)... Training while on-site

Exclusions:

- 1. Conduit/conduit system, raceway, ladder, square ducting, D-rings, conduit layout
- 2. Wire/fiber and installation thereof
- Network Switches
 Repair or replacement of existing field devices or wiring that will be re-used
- 5. Removal of unused wire
- 6. Any Pre-vailing wage (If required please let us know the rate to include)
- 7. Bond and bond premium
- 8. All building permits and fees
- 9. Grounding
- 10. Millwork or desktop repair
- 11. Lifts or ladders. We expect to use the owner's
- 12. We require a secure location inside the facility for tool, material storage
- 13. UPS systems



STANLEY Convergent Security Solutions
11823 Starcrest Drive, San Antonio, TX 78247

Timeline and Schedule:

After receipt of order, we will schedule the work around availability and access to the jobsite.

Miscellaneous:

We work under the terms of a purchase order or signed agreement only. No applicable taxes or bonding have been included in our price. Shipping and handling is included. Payment Net 30. We are pleased to provide this quotation, and we hope it meets with your approval. We will wait to proceed with this work until we receive an executed Purchase Order/Sales Agreement.

Pricing:

If you have any questions, please feel free to call.

Sincerely,

David Beeler

Senior Sales Engineer STANLEY Convergent Security Solutions, Inc

11823 Starcrest Drive, San Antonio, TX 78247 C: 317-796-6241 Service: 866-614-4175

david.beeler@sbdinc.com | www.stanleysecuritysolutions.com/Corrections

STANLEY Convergent Security Solutions
11823 Starcrest Drive, San Antonio, TX 78247

Terms and Conditions

GENERAL

Terms are due upon receipt. SCSS works under the terms of a purchase order only. We will wait to proceed with this change until we receive a Purchase Order or Signed Sales Agreement. SCSS is not responsible for any work associated with hazardous materials (i.e. asbestos, lead paint, etc) that is associated with the work. This work will be the responsibility of the Owner or General Contractor.

All paperwork to be addressed to: Stanley Convergent Security Solutions, Inc. Please scan and email the Purchase Order or Signed Sales Agreement, W-9, and a Tax Exempt Certificate and mail the originals to our main office to my attention. If you have any questions, please feel free to call.

WARRANTY

SCSS warrants that the engineering and equipment will be free from defects in material and workmanship for a period of 1 year from the date the system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. We do not warranty items do to negligence, acts of God or vandalism. Warranty repair and/or service shall be provided in accordance with the terms and conditions set forth in the Agreement between SCSS and Owner.

PAYMENT TERMS

Material stored at SCSS for this project and labor accrued will be progressively billed. SCSS is not subject to payment schedules due to non-payment of your customer. SCSS requires that all payables are current prior to shipment of the equipment from our facility to the work site. Payment terms are cash due upon receipt unless other payment terms have been established at the discretion of SCSS. SCSS expects to be reimbursed for any attorney fees and any other collection costs in acquiring late payments. Retainage will not be held unless previously negotiated.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, SCSS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IT IS EXPRESSLY AGREED THAT UNDER NO CIRCUMSTANCES SHALL SCSS BE HELD LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, WHETHER ARISING UNDER ALLEGED BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND SCSS'S LIABILITY SHALL BE STRICTLY LIMITED AS STATED ABOVE.

ADDITIONAL CHARGES:

1. All prices quoted do not include sales tax or bonds unless specifically written on the face of the proposal.

2. Unless otherwise stated in the proposal, the price quoted is FOB shipping point. All shipments will be UPS ground.

3. Applicable permitting fees will be billed on a pass-through basis.

4. The price quoted assumes installation will be performed during SCSS's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours or, if the installation must be performed by outside contractors, or SCSS's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.

Any changes to the system required by any government agency or Authority Having Jurisdiction will be billed to

Customer, and are not the responsibility of SCSS.

INSURANCE:

SCSS will carry Liability Insurance and Workers Comp. Insurance and will provide Certificates of Insurance to Contractor, with Contractor named as Certificate Holder, prior to the execution of any work. In the event SCSS is required to indemnify Contractor, Owner or a third party, the indemnification shall be limited to the installation amount.

ACCEPTANCE OF PROPOSAL

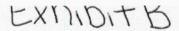
The above prices, specifications and conditions attached hereto are satisfactory and are hereby accepted. SCSS is authorized to do the work as specified. Payment will be made as outlined above.



STANLEY Convergent Security Solutions 11823 Starcrest Drive, San Antonio, TX 78247

Stanley Con	vergent Security Solutions, Inc.	Customer	
Written By:	David Beeler	Approved By:	Will the same of t
Title:	Senior Sales Engineer	Title:	COUNTY JUDGE
Approved and	d Accepted by Stanley CSS	Date:	3/1/2023
Ву:	Marc Turner	- PO# (If applicable	
Title:	Director	- I FO# (II applicable	(C)
Date:	Above 2/12/22		

This proposal may be withdrawn by us if not accepted within thirty (30) days.





THE TEXAS A&M UNIVERSITY SYSTEM 301 Tarrow Street, 2nd Floor College Station, Texas 77840

Minimum Prevailing Wage Rate County: Brazos

CLASSIFICATION	RATE	NOTES
Acoustic Ceiling Installer	15.73	
Asbestos Abatement Worker	13.06	
Carpenter	15.95	
Concrete – Pour and Finish	15.39	
Crane Operator	26.40	
Driver	14.47	
Drywall Installer	16.20	
Electrician – Journeyman	25.70	
Electrician – Apprentice	20.35	
Elevator Mechanic - Journeyman	55.83	
Elevator Mechanic - Apprentice	48.10	
Fire Protection – Controls	17.72	
Fire Protection – Pipefitter	20.61	
Formwork Builder	14.58	
Glazier	17.69	
HVAC - Journeyman	25.09	
HVAC - Apprentice	15.81	
HVAC - Controls	21.80	
Insulator	16.01	
Ironworker	17.42	
Laborer/Helper	12.73	
Mason	19.13	
Equipment Operator - Light	14.97	
Equipment Operator - Heavy	16.76	
Painter	13.18	
Pipefitter – Journeyman	32.50	
Pipefitter - Apprentice	19.35	
Plasterer	15.51	
Plumber – Journeyman	30.74	
Plumber – Apprentice	20.32	
Reinforcing Steel Worker	15.78	
Roofer	19.94	
Stone Mason	18.12	
Terrazzo Installer	13.08	
Tile Setter	15.73	
Waterproofer	14.91	

Note: Listed minimum prevailing wage rate is the base hourly wage rate including fringes.

CONTRACT ADDENDUM

This Addendum is attached to and incorporated by reference into the General Requirements for Contract (the "Agreement") between Stanley Convergent Security Solutions, Inc. ("Contractor") and Brazos County Purchasing Department ("County") concerning the following project: Courthouse Intercom System Upgrade ("Project").

- Applicability. This Addendum is intended to modify and/or clarify the Agreement as it pertains to the above Project. If a
 conflict or inconsistency exists between the Agreement and this Addendum, this Addendum shall prevail.
- Indemnification. Contractor's indemnification obligation shall be limited to direct damages caused by Contractor, its
 employees, agents, subcontractors, or anyone working directly for Contractor. In no event will Contractor, its employees,
 agents or representatives be liable for consequential, incidental or special damages or for the negligence of others, in whole
 or in part.
- 3. Limited Equipment Warranty. Contractor's warranty shall be limited to the terms of this paragraph. Contractor warrants that the equipment will be free from defects in material and workmanship for a period of twelve (12) months from the date the system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced free of charge. Warranty repair is done 8 am-4pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the system has been adjusted, added to, altered, abused, misused or tampered with by County or any third parties. EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY, CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 4. Delay Damages. County shall not assess liquidated or delay damages against Contractor unless and until County gives written notification of intent and basis of determination of amounts and degree of responsibility of Contractor and all other subcontractors. Such written notification must be given within a reasonable period of time after the occurrence for which the County seeks to assess damages. It is further agreed that Contractor will not be assessed liquidated or delay damages by County due to product delays or shortages from any of its suppliers or due to delays caused by County's or other contractors' or subcontractors' provided infrastructures. In no case will assessment be made for delays or causes arising outside the scope of this Agreement. Any liquidated and/or delay damages, taken in the aggregate, shall not exceed 25% of the contract price.
- 5. Proprietary Protection. Any computer application and/or related documentation (collectively "Software") provided by Contractor under the Agreement is owned by Contractor, its affiliates or one of its OEM's and is protected by United States and international copyright laws and international treaty provisions. County shall use the Software for legitimate business purposes only and only in accordance with any end user license agreement. County shall not copy, reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software.
- NO OTHER MODIFICATIONS. Except as expressly set forth in this Addendum, all of the terms and conditions of the Agreement entered into between the parties remain in full force and effect.

Stanley Convergent Security Solutions, Inc.	Brazos County Purchasing Department
By: Marc Turner	Ву:
Name: Marc Turner	Name: DUANE PETERS
Title: Director	Title: COUNTY JUDGE
Date: 3/13/23	Date: 3/11/2023



BRAZOS COUNTY BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 3/7/2023

ITEM: Approval of CIP #23-581 for Preservation and Imaging of Historical Books with Kofile.

TO: Commissioners Court

FROM: Josue Loyola

DATE: 03/02/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name Description Type

Quote Contract.pdf Contract. Backup Material

Honorable Gabriel Garcia Brazos District Clerk



SUBMITTED BY:

Billy Gerwick Account Executive Billy.Gerwick@kofile.com (832) 373-9124



6300 Cedar Springs Road, Dallas, TX 75235 p: 214.442.6668 | f: 214.442.6669 info@kofile.com | www.Kofile.com Dear Honorable Gabriel Garcia.

This proposal addresses Brazos District Clerk's historical records and is presented by Kofile Technologies, Inc. (Kofile). Quoted services include conservation treatments, rehousing, and imaging. Archival rehousing includes encapsulation and loose-leaf binding into Archival Recorder Binders. This assessment also contains photographic documentation of the volumes in their current state. Note that prices for the inventory herein are good for 90 days from the date of this assessment.

This project may be eligible for reimbursement under the American Rescue Plan Act of 2021 (ARPA) in support of Social Distancing for COVID-19 and pandemics for title researchers/attorneys by providing online access to digitized assets.

Kofile Technologies, Inc. (Kofile) is uniquely qualified to complete Brazos District Clerk's modernization goals by taking an innovative approach to this project to ensure a successful outcome. Kofile's basis for success is decades of experience, realistic solutions, and professional analysis and each project is unique and deserves special attention. Our team provides realistic solutions, professional analysis, and innovative archival products to equip records stewards with the information and resources needed to preserve collections.

Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC) and is an Awardee of a Library of Congress FEDLINK Preservation Services for Library & Archival Collections contract.

Preservation minimizes the chemical and physical deterioration of the page which prolongs the existence and useful life of the original format. Preservation can include removal of the original from public access, creating a security copy, treatment, stabilization, preventative care, or digitization - or any maintenance or repair of the existing resource.

AREAS OF CONCERN

Sound preservation ensures accessibility to these irreplaceable and permanent documents forever.

Acidic Paper

Past papermaking utilized bleach to obtain white sheets. As a result, this paper becomes increasingly acidic as evidenced by embrittlement and yellowish-brown discoloring. Paper also embrittles when relative humidity drops or fluctuates.

Acidic Ink

Acidic inks can "eat" or "burn" through a sheet. Unmonitored temperature and relative humidity (RH) accelerate this process. Inks can also fade with exposure to UV light. Historically, iron gall inks were the standard. These inks contain sulfuric acid - which fades with time. With proper treatments, chemical breakdowns (such as acid hydrolysis) are remedied.

Mechanical Damage (Use & Abuse)

Everyday use greatly affects collections. Sheets bear signs of grime and the natural oils of hands. Exposed sheets are susceptible to damage and loss. Dirt and other pollutants can serve as ignition sources and weaken exposed paper. Exposed fragments become abused even with careful use.

Binding Margin

The binding margins of many volumes are compromised due to guillotining. In order to rebind and protect these sheets, encapsulation is the only solution. If a volume were rebound as is, without

encapsulation, vital information would be lost in the binding margin.

Always question vendors if they recommend power cutters (guillotining) to dismantle sewn books. Kofile never attempts any procedure that could result in a loss of text or weaken the integrity of the paper. A sheet's binding margin should never be compromised.

Broken Book Block

Once a binding fails, damage escalates. Sheets are free to drift from the protection of the book block. With exposure, fragments become abused and susceptible to loss.

Failing Index Stacks

Index Books sustain the most use. Thus, they suffer greater risks of text loss and sheet deterioration. Paper strength is completely depleted from continuous use. Eventually, tabs and sheet fragments are lost. Immediate attention is required.

Tape & Non-Archival Adhesives

The Library of Congress warns about the culprits of "pressure sensitive tapes—such as scotch, masking, 'invisible,' quick-release, cellophane, and even so-called 'archival' tapes"— all are unstable. These tapes and adhesives "will stain the paper and may cause inks and colors to 'bleed.' Many lose their adhesive properties and fall off with age, leaving behind a residue that is unsightly, damaging to the item and difficult to remove."

Adhesive stains lead to issues during imaging. Awarding a low-bid imaging and microfilm project may result in illegible images. To enhance image quality, conservation is essential. A conservator can remove water-based, synthetic, and pressure sensitive adhesives.

Page extenders are an inappropriate "quick fix" to a prevailing problem. To save this collection, the underlying issues causing the deterioration of the sheets' margins need correcting. The acid content of the sheet extenders only adds to the chemical breakdown of the paper's fibers.

Lamination Removal

Kofile conservators address the "Laminate" process to the fullest extent possible damage to underlying paper and inks in accordance with the AIC Code of Ethics and Guidelines Item 21. Conservators reverse the process and remove the laminate using a proprietary solvent solution. The possibility of removing the "Laminate" depends on careful testing at our conservation lab. In a small percentage of cases, the adhesive is resistant to the solvent solution and cannot be removed safely. Conservators will not attempt removal if the removal process will damage either the document's paper or ink. If conservators cannot remove the laminate safely, Kofile will contact the County directly to discuss alternatives.

Non-Archival Quality Materials

The off gasses of deteriorating metals contribute to the chemical breakdown of paper. Major culprits include the metal content of book spines, the surrounding physical environment, and non-archival fasteners (such as binder clips, paper clips, and staples). These off gasses eventually destroy the fabric of the volume. Another symptom of metal oxidation is foxing, or foxlike (reddish and brown color) stains or blotches on paper.

TEMPERATURE & HUMIDITY MONITORING

While temperature and limited air circulation are crucial to a document's longevity, humidity and water are the most destructive threats.

Relative Humidity (RH) refers to the amount of water vapor present in the air. Maintaining a set point of 40-45% RH is optimal, but costly. The maximum acceptable total RH variation, or operating range, is 5% on either side of this set point. RH should never exceed 55% or drop below 30%.

Temperatures above 75° F and RH higher than 60% encourage mold and other bacteria growth within 48—72 hours.

Even slight changes in temperature can double the natural aging rate of paper. In reality, temperature and RH are not consistent in a local courthouse (especially on weekends).

Red inks smear first, then blue inks, and lastly, black inks. After exposure to water, pages adhere to one another when in a compressed environment. Separation without loss of text and water soluble inks (such as signatures) is vital. These records are extremely fragile.

The mitigation of mold or micro-organics (which can result with the introduction of water or humidity fluctuations), should only be attempted by a trained professional. Water damage can also lead to other issues such as binding failure. The necessary treatments are time consuming and require a highly skilled conservator.

Visit the Image Permanence Institute (IPI) at www.dpcalc.org to explore the correlation of temperature and RH on natural aging, mechanical damage, mold risk, and metal corrosion (as exampled above). The image above is property of IPI.

TREATMENT SPECIFICATIONS

Kofile regularly addresses historical and permanent documents, including manuscripts, typescripts, negative Photostats, tri-folds, blueprints, re-creations, plats, and maps. No treatment, repair, or maintenance is used that is not 100% reversible.

Dismantle

Original binding materials, such as threads and adhesive residues, are carefully removed. Old manuscripts often have protein-based binding adhesives such as fish, bone, or rabbit skin glues. The application of steam with specialized equipment can soften the materials that are otherwise difficult to remove. Guillotine cutters are never employed. If trimming is necessary, it is accomplished with handheld scissors or specialized shears designed for trimming fragile sheets carefully and accurately. One document is cut at a time to ensure no text is lost.

Surface Cleaning

Surface cleaning sheets removes materials and deposits including dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser.

Removal of Fasteners

Kofile removes fasteners, page markers, and any metal mechanisms. Fasteners, such as binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins, etc., cause damage in short periods. This includes physical damage (decreased paper strength due to punctures or distortion) and chemical damage (rust).

Removal of Tape, Adhesives, Varnish, or Old Repairs

Varnish, tape, and adhesive residue are reduced as much as possible without further degrading the original. When possible, peelers and tape are removed with two primary mechanical techniques: Heat Removal or Peeling. Heat removal is used when adhesive is loose, old, or brittle. Peeling is used when removal by heat is unnecessary. Solvents are a last resort, and local application occurs only after testing.

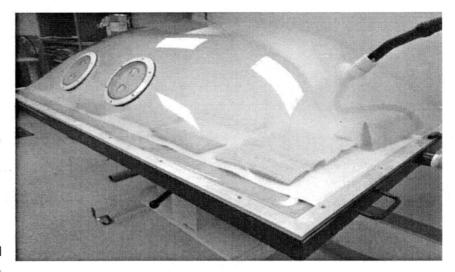
A microspatula (sometimes heated) coaxes threads, tape, and glue from the paper. A Hot Tools remover can soften adhesive for removal. Dial-Temp controls the transfer of heat and guards against scorching. Remaining adhesive is treated with a gum compound eraser.

Adhesive reduction begins with the most benign process. If mechanical tape removal is unsuccessful, the next alternative is chemical. This is either a local or spot treatment or immersion in a solvent bath. Kofile ensures that its laboratories are equipped to process chemical treatments correctly and safely. Previous repairs that cannot be removed safely will remain.

If possible, water-soluble repairs are removed with water or steam. Only fully-trained, experienced, and supervised staff attempt removal of water-soluble repairs. While iron gall ink is safe for aqueous treatment, many inks may fade and compromise legibility. Extensive testing is required.

Flattening and Humidification Improperly stored paper becomes inflexible and retains a memory of the storage position. Kofile's technicians are experienced with all methods and tools to "flatten" paper including the use of tacking irons, heat presses, and an Ultrasonic Humidification Chamber.

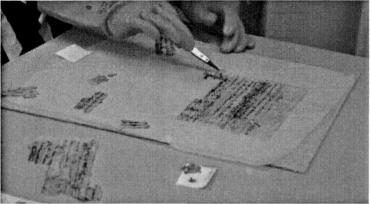
After careful testing, the Ultrasonic Humidification Chamber is used to correct the most fragile documents folds and bends. This significant investment,



with which other private labs are rarely equipped, represents Kofile's foresight and commitment to offering the best available technology.

Mending torn paper is an art form and requires a variety of materials depending on the paper's color, tone, condition, and weight. The length of the tear(s) and the degree of embrittlement or fragmentation are also concerns. Kofile generally mends tears greater than 1/2" if the document is going to be encapsulated.

A specialized paper and paste is commonly used and all mending materials are acid free and reversible. Mending strips are cut so the edge of the paper visually integrates with the page without clashing aesthetically or historically. Fragmented edges, folds, tears, cracks, voids, and losses are all mended in this fashion.



The mending paper used is strong and is transparent after application and while visible to the trained eye, it does not distract from the document.

A low-temperature, acrylic adhesive that bonds to the paper may also be used for reinforcement of damaged sheets. Kofile also constructs its own version with acid-free tissue paper and liquid acrylic adhesive.

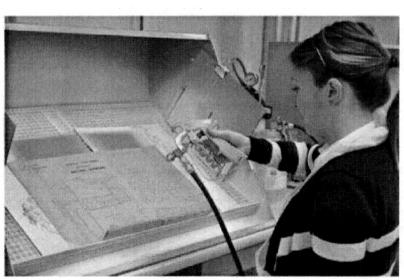
An 1848 Probate Record before and after treatment. The image to the right shows the page after deacidification, tape removal, and mending with archival tissue.

Deacidification

Deacidification is only performed after careful pH and compatibility testing. Kofile is equipped with multiple custom-built spray exhaust booths. All are routed through a HVAC system for optimum performance.

A commercially-prepared buffer solution is applied to both sides of the sheet with compressed air sprayer equipment (see right picture). The solution is non-flammable and non-toxic. The active ingredient, magnesium oxide, neutralizes acid and provides an alkaline reserve. This chemical is inert, safe, and does not degrade the sheet.

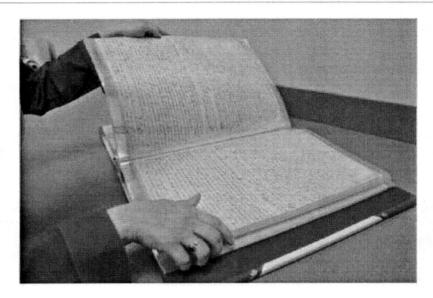
Once the buffer is applied, the paper's pH alters slowly. After deacidification, random testing ensures an 8 pH with a deviation of no more than 2-4%.



Encapsulation

In archival encapsulation, the document floats freely and is not taped or glued to the pocket. Kofile uses SKC SH725 polyester (Polyethylene Terephthalate - PET) which is the most inert, rigid, dimensionally stable (dimstab), and strongest plastic film. Otherwise known as Mylar® Type D or Melinex® 516, it is crystal clear, smooth, odorless, and is resistant to distorting or melting in case of fire.

Each sheet is encapsulated in a 2 mil patented polyester pocket: Lay Flat Archival Polyester Pocket™, US Patent #7,943,220 B1, 5/17/2011. This



pocket is welded closed on three sides, and a Reemay® strip, or spunbond polyester, statically seals out atmospheric pollutants while allowing off-gassing on the fourth side. This provides easy access to the original document without cutting the pocket (some companies weld all four sides).

This construction allows for a flat book block and reinforces the binding edge for added strength and years of service. Available in custom sizes, the Pocket dimensions will match the 'book block' dimensions with a $1\frac{1}{2}$ " or $1\frac{1}{4}$ " binding margin.

ARCHIVAL DIGITIZATION

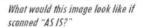
Imaging a document and digitizing a collection creates an electronic representation of the original archival record. This process is

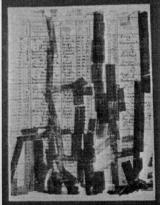
not meant to replace the archival record, but to aid in its preservation. The image serves as a reference tool and is a back-up if the original is damaged or destroyed.

Archival digitization includes capture and processing (custom image enhancement and cleanup) and optimization for access. Security backups are captured on archival microfilm with a Life Expectancy (LE) of 500 years.

Kofile's services are unique because materials are addressed according to their conditions and fold endurances without blind, automatic scanner





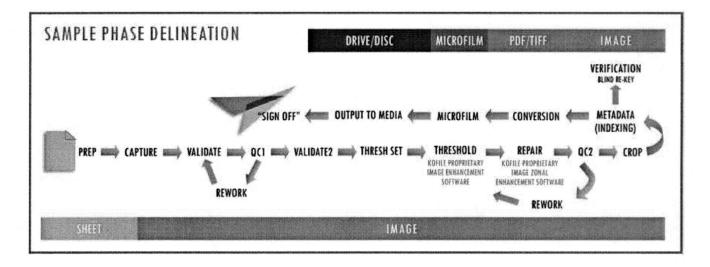


Imaging WITHOUT Conservation

feeds. Technicians are trained to handle fragile and historical documents and use the best hardware and software available. Many projects involve re-work for collections already imaged or indexed by low-bid vendors. With Kofile, images are the highest quality and are free of distortion and loss of information due to image capture.

Kofile always defaults to U.S. National Archives and Records Administration (NARA) technical guidelines for digitization. Upon request, Kofile stores an electronic security back up of all images in

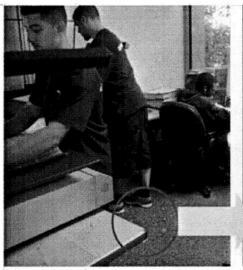
case of loss, damage, or destruction by fire or natural disaster.



IMAGING OVERVIEW

Operators observe each page during capture. For faint or illegible pages, the operator marks the page, readjusts the scanner, and employs contrast tools. If unsuccessful, the operator indicates and inserts a review form for the quality assurance team to assess. The page is marked with a "Best Possible Image Indicator" or treated with further enhancements.

Images are captured at a minimum of 300 dpi at 256 bi-tonal or gray levels. This ensures the highest image quality for documents with poor contrast and difficult-to-read information. Images accumulate as Group IV bi-tonal images in a standard TIFF or PDF format. Images are optimized and scaled for system output.





The article implies that partial document destruction is normal. This is unacceptable and contrary to any preservation standard. Kofile has the experience and expertise to handle fragile documents and address the physical preservation of the source document.

Source: Higgins, Jessie. "Recorder's Office Preserving Oldest County Records by Digitizing Them: Some Century-Old Pages Crumble When Touched."

Evansville Courier & Press, August 21, 2013.

IMAGE PROCESSING AND ENHANCEMENT

IMAGEPERFECT is Kofile's proprietary digital SLR-based software which utilizes proprietary algorithms, critical for capturing different densities and quality levels in a collection, to provide optimal quality and uniform images. Image Perfect measures each image at a minimum for the following attributes:

- White-on-white images
- Synchronizing images from different scanners
- Floating page cropping & segmentation
- Rotating & de-skewing images

- Tone correction
- Resolution adjustments
- Metadata Normalization

Kofile utilizes the Microsoft® SQL database as the underpinning for its production systems and IMAGEPERFECT allows operators to interactively build and edit image processing scripts, which can be saved for batch processing. Progress tracking capabilities can identify exceptions enabling supervisors to quickly and efficiently correct problems. This software automatically detects and compensates for a scanner(s) variances. The Assured Image delivers consistent, high-quality output.

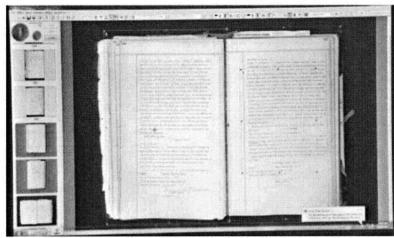
IMAGEPERFECT enables repair of the currently displayed image without rescanning which could compromise image integrity, and uses custom image clean-up and enhancements such as deskew, despeckle, character repair, and zonal processing to improve legibility. Kofile maintains 100% document integrity and image control with exclusive image locking capabilities. The processing procedures will not allow for information from rescanned pages to cut and paste accidentally into the incorrect page.

Quality Targets permit operators to view image quality at scan. Images, even those scanned on different devices, are "normalized." Rather than using ad-hoc algorithms and tricks, this software measures image quality and propagates this data through the imaging chain. Quality Targets serve as the foundation for quality assurance analysis.

Quality Targets (pictured herein) establish the baseline digital capture quality of the scanner during scanning. Therefore, Kofile can measure the digitization physics at the time of capture. IMAGEPERFECT measures each image at a minimum for:

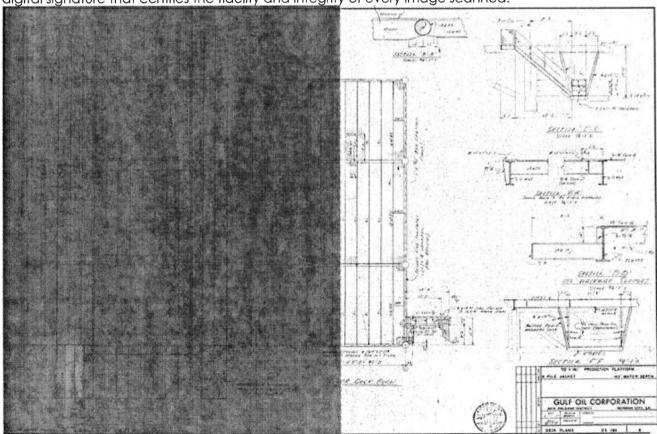
- Target dpi
- Target Tone scale & correction
- Color Management
- Brightness/Contrast Correction
- Gamma Adjustment
- White Balancing
- Page Orientation
- Exposure uniformity
- Color reproduction data

If applicable to the project, Kofile performs negative Photostat polarity reversal (so that all characters are



black on a positive background). The document certification strip (file strip) is inverted to match the polarity of the final image.

If requested, annotations are supported to allow the addition of Name, Book Type, Volume, and Page on the image. Image quality metadata is captured as part of the image header along with a secured digital signature that certifies the fidelity and integrity of every image scanned.



Examples of imaging before (L) and after (R) image cleanup and enhancements.

Quality Control (QC)

Our Quality Control (QC) process ensures that all images are certified. **Each image is sight checked during QC**. Each page is checked to ensure there are no missing pages, double feeds, or "A" pages, which may have been added. Every image is inspected and a statistical, random, batch-based review of 8% of the inventory is conducted before delivery. Brazos District Clerk can receive an image log noting the steps employed.

Advanced Equipment

Kofile can scan mixed-sized and large-format documents. Kofile employs a range of scanners to tailor imaging services to the document that requires imaging. All of scanners employ page detection to adjust for varying sizes of paper and, more importantly, thicknesses to reduce "pull-throughs" on thin papers following thick bond. Fragile documents are imaged by hand and not fed through an automated Document feeder. Kofile's technicians are trained to handle fragile documents.

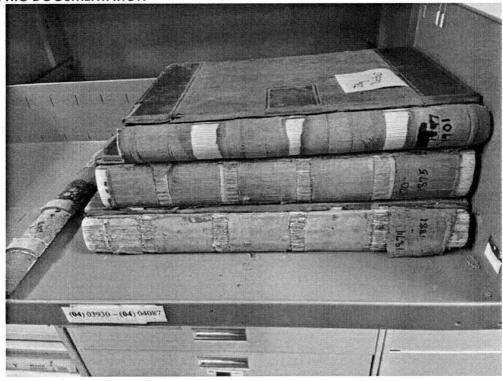
WideTek

This wide-format duplex scanner digitizes two-sided printed documents up to 36" in width. The scanner needs only 2.5 seconds to scan

both sides of the page in a single pass at a resolution of 300 dpi. This scanner ensures the best possible gentle document transport and digitizes historical and fragile documents without damage to the source document.



PHOTOGRAPHIC DOCUMENTATION





SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

(PRV) Preservation—Conservation Treatments, Deacidity, Encapsulate, & Bind

- Kofile creates a permanent log (noting condition, page order, characteristics, and treatments) for each item upon receipt.
 Items are inspected and control numbered as necessary. A final quality check references this log.
- Dismantle volumes by hand (if applicable).
- Surface clean sheets. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser. Surface cleaning removes materials and deposits—e.g., dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants.
- Remove any non-archival repairs, adhesives, residual glues, or fasteners to the extent possible without causing damage to paper and inks.
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.
- Deacidify sheets (each side of each sheet) after careful testing with Bookkeepers®. This commercial solution of
 magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve (after pH and compatibility
 testing). Random testing ensures an 8.5 pH with a deviation of no more than ± .5.
- Encapsulate each sheet in a Lay Flat Archival Polyester Pocket[™]. Each custom envelope is composed of Skyroll SH72S® Mylar and includes a patented lay flat design. Dimensions match the "book block" dimensions, with a 1¼" binding margin.
- Re-bind in custom-fitted and stamped archival quality binder. Each binder is manufactured on a per-book basis and sized to 1/4" incremental capacities. This binder is available with four hubs, a gold-tooled spine, and is roller shelf-compatible.
 A volume may return split due to the added weight of the Mylar, depending on page count.
- A dedication/treatment report is included in each binder.

(IM) Image—Archival Image Capture, Image Processing, Clean Up, & Enhancements)

- Capture images at a minimum of 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and legibility.
 Gray-scale ensures optimum resolution for each page.
- Images accumulate as Group IV bi-tonal images in a standard PDF or TIFF format.
- IMAGE PERFECT, Kofile's proprietary software, ensures the optimum image quality with custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.
- Crop excess blank space around image. This may involve manual cropping to insure best quality image.
- Images are named (tagged for the directory file structure) at case level by book, volume, and page (or other requested fields).
- Images are grouped (stapled) together to form documents. Cases are grouped and indexed to form documents by case
- Page Validation (automated PG, numbering for validation).
- If applicable, images are optimized and scaled for system output.
- If requested, annotations are supported to enable the electronic addition (either custom or Book/Volume/Page) on the
 digital image to assist in recording keeping.
- When multiple documents (Deeds, Birth Record, etc.) exist on a single page, images are split so that each document is viewable individually. In the case of Vitals, this service incurs additional charges.
- STITCHING: If identified, images receive stitching where necessary, such as entries that horizontally span the length of
 more than one page. Amendments are stitched to the appropriate Certificate and indexed in place of the original
 Certificate.
- Brazos District Clerk receives a MASTER (e.g., CD, DVD, ftp, flash drive) in a medium suitable to the project size.
- Kofile can hold a security copy of all images for safekeeping.

PROJECT PRICING

This project is presented via TXMAS Contract No. **TXMAS-18-3602**. Please reference this number on the P.O. Without a signed agreement, prices are good for 90 days. All pricing is based on estimated page counts. Final billing occurs on actuals per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

Brazos District Clerk Project Overview						
Record Series	Volumes	Dates	Total Pages	Level of Service		Estimated
vecoin selles		Dates		PRV	IM	Total
1853-1857 Minute Book		1853-1857	500	\$2,790.00	\$475.00	\$3,265.00
Civil Minute Books (24 volumes)	C-Z		14,950	\$83,421.00	\$14,202.50	\$97,623.50
Judges Docket	1		600	\$3,348.00	\$570.00	\$3,918.00
Judges Docket	2		600	\$3,348.00	\$570.00	\$3,918.00
Judges Docket	3		600	\$3,348.00	\$570.00	\$3,918.00
Claim Docket	. 1		650	\$3,627.00	\$617.50	\$4,244.50
Tax Suit	1	1800's	350	\$1,953.00	\$332.50	\$2,285.50
Embalming Record			300	\$1,674.00	\$285.00	\$1,959.00
Dental Physicians Record			350	\$1,953.00	\$332.50	\$2,285.50
Clerk File and Fee books		1910-1914	500	\$5,350.00	\$475.00	\$5,825.00
		PRO	JECT TOTAL	\$110,812.00	\$18,430.00	\$129,242.00

This proposal shall be governed by the terms of use	
Payment Terms: Pay 50% upon inventory pick-up wi	th the balance due upon project completion.
CUSTOMER ACCEPTANCE	KOFILE ACCEPTANCE
Signature of Authorized Official	Signature of Authorized Official
DUANE PETERS	Michael Hill
Print Name of Authorized Official	Print Name of Authorized Official
COUNTY JUDGE	Chief Revenue Officer
Title of Authorized Official	Title of Authorized Official
3/7/23	3/1/23
Date	Date

PURCHASING VIA TXMAS

Please reference Contract No. TXMAS-18-3602 directly on the P.O. Kofile has prepared a 'Shoppina Cart' in TxSmartBuv so Brazos District Clerk can complete this purchase -See Link:

STATE OF TEXAS CO-OP MEMBER LISTING FOR Brazos County	
LINK	https://comptroller.texas.gov/auto-data/purchasing/co-op/c0940.php
CO-OP #	C0940
Contact	WM. CHARLES WENDT; cwendt@brazoscountytx.gov
Expiration	25-JUN-2023

https://852252.secure.netsuite.com/c.852252/checkout/login.ssp?&n=2&sc=1&cartid=16471237&send er=preserve@kofile.com&datetime=2022_9_7_10_6

Brazos District Clerk is billed using the following TXMAS line items:

TXMAS BILLING LINE ITEMS				
Part No.	NIGP	DESCRIPTION	LINE TOTAL	
PRV701	96272	Record Book Preservation by Page	\$108,252.00	
PRV716	96272	Additional/Special Conservation Treatments Per Hour	\$2,560.00	
IMGP702	92030	Archival Imaging of Unbound Positive / Manuscript	\$18,430.00	
		TOTAL	\$129,242.00	

ACCESSIBILITY OF RECORDS

Records held at Kofile are maintained as private and confidential material. Brazos District Clerk is augranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed requirements.

Please note that all records (including volumes, documents, digital images, metadata or microfilm) serviced by Kofile shall remain the property of Brazos District Clerk. This policy applies to any agreement, verbal or written, between Brazos District Clerk and Kofile.

The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and Brazos District Clerk. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, in-vitees or assigns, in any respect.

Please let me know if you have any questions. We look forward to serving Brazos District Clerk and to working together for the preservation and access of its public and historical assets.

Sincerely,

Billy Gerwick Billy Gerwick c:(832) 373-9124 e:billy.gerwick@kofile.com

rac



BRAZOS COUNTY BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 3/7/2023

ITEM: Permission to Advertise Bid #23-582 Stockpile Dirt Removal - Copperhead Road.

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 03/01/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name Description Type

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

advertise

BRAZOS COUNTY BID/RFP/RFQ DOCUMENTATION SHEET
The Purchasing Department would like to request Commissioner's Court approval to and go out for Bid on the following:
DATE: <u>March 7, 2023</u>
BID NUMBER: <u>CIP 23-582</u>
TITLE: Stockpile Dirt Removal – Copperhead Road
REQUESTING DEPARTMENT: Road & Bridge
APPROVAL SIGNATURE: Duane Peters, County Judge
DATE APPROVED: MARCH 7, 2023



BRAZOS COUNTY BRYAN, TEXAS

DEPARTMENT:

Road and Bridge

NUMBER:

CC 2023 - Private Property Access

Convergeton Street Page

- Gary Seeton - Straub Road

DATE OF COURT MEETING: 3/7/2023

ITEM: Request permission to enter private property owned by Gary Seeton located at

5320 Straub Road. County will perform earthwork to remove old railroad right of way bed as part of the preparation for the improvements to be made to Straub Road. Site is located

in Precinct 1.

TO: Commissioners Court

FROM: Darrell Kolwes

DATE: 03/01/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

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

Private Property Access - Gary Seeton - Straub Road.pdf Road

Backup Material



BRAZOS COUNTY BRYAN, TEXAS

DEPARTMENT:

Road and Bridge

NUMBER:

CC 2023 - Private Property Access

- Gary Seeton - Straub Road

DATE OF COURT MEETING:

3/7/2023

ITEM:

Request permission to enter private property owned by Gary Seeton located at

5320 Straub Road. County will perform earthwork to remove old railroad right of way bed as part of the preparation for the improvements to be made to Straub Road. Site is located

in Precinct 1.

TO:

Commissioners Court

FROM:

Darrell Kolwes

DATE:

03/01/2023

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

ATTACHMENTS:

File Name

Description

<u>Type</u>

Private Property Access - Gary Seeton -Straub Road.pdf

Private Property Access - Gary Seeton - Straub Road

Backup Material

APPROVED

Duane Peters

County Judge

Date



BRAZOS COUNTY PRIVATE PROPERTY ACCESS FORM

E. Duane Peters Brazos County Judge

Steve Aldrich Commissioner Pct. 1

Chuck Konderla Commissioner Pct. 2

Nancy Berry Commissioner Pct. 3

Wanda J. Watson Commissioner Pct. 4

OWNER(S): 1.

Gary Secton (979) 739-5143

11. ADDRESS: 14881 FM 2154, Unit 105 Wellborn, Texas 77881-0804

111. LOCATION OF WORK: 5320 Straub Road

Property ID 11063 - Samuel Davidson Survey, A-13, Tract 12, 6.352 acres

DESCRIPTION OF WORK: Enter private property to perform earthwork on old railroad IV. bed. Work will require the County to remove dirt, rock and gravel and clear any vegetation within an area of 40 feet back behind the new right of way line. Work is being done in preparation for the improvements being made to Straub Road and to improve drainage on landowner's property.

Additional Comments:		
MAINTENANCE: Yes No	X	
		그는 배 되지 않아?

IF YES, ESTIMATE FREQUENCY OF MAINTENANCE:

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

Owner's Signature:

Date: March 1, 2023

and W. Klum

Prarthana Banerji, P.E., CFM Brazos County Road & Bridge Dept.

2617 Hwy 21 West

Bryan, Texas 77803 Office: 979-822-2127

Fax: 979-775-0453

Prarthana Banerji, P.E., CFM

County Engineer

Darrell Kolwes Right of Way Agent



BRAZOS COUNTY BRYAN, TEXAS

DEPARTMENT: CC-2023-ROW-Sand Creek Road-Road and Bridge NUMBER:

Davis-0.731

DATE OF COURT MEETING: 3/7/2023

ITEM: Acceptance of Special Warranty Deed from William L. Davis and Bohnnie L. Davis for 0.731 acres

of land to be used for the improvement of Sand Creek Road. Site is located in Precinct 2.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 02/28/2023

FISCAL IMPACT: False

BUDGETED: False

\$0.00 **DOLLAR AMOUNT:**

SOURCE OF FUNDS: Right of Way Acquisition 56001000-80710000

ATTACHMENTS:

File Name **Description Type**

ROW-Special Warranty Deed-Sand Creek Road-Sand Creek Road-SWD-Davis-0.731.pdf **Backup Material** Davis-0.731



DEPARTMENT:

Road and Bridge

NUMBER:

CC-2023-ROW-Sand Creek Road-

Davis-0.731

DATE OF COURT MEETING:

3/7/2023

ITEM:

Acceptance of Special Warranty Deed from William L. Davis and Bohnnie L. Davis for 0.731 acres

of land to be used for the improvement of Sand Creek Road. Site is located in Precinct 2.

TO:

Commissioners Court

FROM:

Joe Salvato

DATE:

02/28/2023

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

SOURCE OF FUNDS:

Right of Way Acquisition 56001000-80710000

ATTACHMENTS:

File Name

Description

Type

Sand Creek Road-SWD-Davis-0.731.pdf

ROW-Special Warranty Deed-Sand Creek Road-Davis-

0.731

Backup Material

Sand_Creeek_Road-ROW-Agreement-

Davis-0.731.pdf

ROW-Acquisition Agreement-Sand Creek Road-Davis-0.731 Backup Material

APPROVED

Duane Peters

County Judge

Date

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

Sand Creek Road

Special Warranty Deed

THE STATE OF TEXAS §
COUNTY OF BRAZOS

KNOW ALL MEN BY THESE PRESENTS:

GRANTOR(S): William L. Davis IV and Bohnnie L Davis

Grantor's Mailing Address:

9004 Stonebrook Drive College Station, Texas 77845-8376

GRANTEE: BRAZOS COUNTY, TEXAS

Grantee's Mailing Address:

300 East 26th Street Bryan, Texas 77803

Consideration:

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

Property (including any improvements):

All that certain lot, tract or parcel of land being 0.731 acres situated in the AUGUSTUS BABILLE SURVEY, Abstract No.112, Brazos County, Texas and being a part of that certain called 44.738 acre tract as described in deed from Thomas Louis Klockenbrink and Christine Frances Klockenbrink to William L. Davis IV and Bohnnie L. Davis of record in Volume 15391, Page 112, Official Records of Brazos County, Texas, said 0.731 acre tract being more particularly described by metes and bounds description as shown in Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

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

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

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

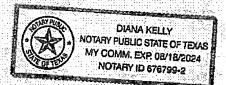
When the context requires, singular nouns and pronouns include the plural.

Executed this 14 day of February , 2023

William L. Davis IV Bohnnie L. Davi

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This instrument was acknowledged before me on $\frac{2-14-2023}{2023}$ by William L. Davis IV.



Chanal Culy
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF <u>Leon</u> §

This instrument was acknowledged before me on 2 - 14 - 2023 by Bohnnie L. Davis.

DIANA KELLY

NOTARY PUBLIC STATE OF TEXAS

MY COMM. EXP. 08/18/2024

NOTARY ID 678799-2

Notary Public, State of Texa



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

Email: curtis@strongsurveying.com



EXHIBIT "A" SHEET 1 OF 7

BRAZOS COUNTY
RIGHT OF WAY WIDENING
ALONG SAND CREEK ROAD
BEING 0.731 OF ONE ACRE
OUT OF THE
WILLIAM L. DAVIS IV ET UX
CALLED 44.738 ACRE TRACT
VOLUME 15391, PAGE 112
AUGUSTUS BABILLE SURVEY, A-74
BRAZOS COUNTY, TEXAS
MARCH 23, 2022

All that certain lot, tract or parcel of land being 0.731 of one acre situated in the AUGUSTUS BABILLE SURVEY, Abstract No. 112, Brazos County, Texas, and being a part of that certain Called 44.738 acre tract as described in deed from Thomas Louis Klockenbrink and Christine Frances Klockenbrink to William L. Davis IV and Bohnnie L. Davis of record in Volume 15391, Page 112, Official Records of Brazos County, Texas, said 0.731 of one acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 7" fence corner post found in the Occupied southwest right of way line of Sand Creek Road (Possible Prescriptive. No Deed Found.) for the most northerly northeasterly corner, said corner also being the most northeasterly corner of said Called 44.738 acre tract;

THENCE S 47°28'54" E along the Occupied southwest right of way line of said Sand Creek Road and the northeast line of said Called 44.738 acre tract a distance of 1787.03 feet to a 3/8" iron rod found for the most easterly corner, said corner being the most easterly corner of said Called 44.738 acre tract, said corner also being the most northerly corner of the Gay Van Osdall Called 60.340 acre tract as described in Volume 9364, Page 227 as Share 3, a 1/2" iron rod with cap found for the most easterly corner of said Called 60.340 acre tract bears S 48°10'50" E a distance of 349.89 feet;

THENCE S 41°46'29" W along the southeast line of said Called 44.738 acre tract and the northwest line of said Called 60.340 acre tract a distance of 19.35 feet to a 1/2" iron rod with cap set for the most southerly corner, a 1/2" iron rod with cap found for the most southerly corner of said Called 44.738 acre tract bears S 41°46'29" W a distance of 1036.87 feet;

THENCE N 47°11'39" W across said Called 44.738 acre tract a distance of 85.94 feet to a 1/2" iron rod with cap set for angle corner;

THENCE S 87°31'06" W a distance of 15.68 feet to a 1/2" Iron Rod with Cap set for angle point;

THENCE N 47°28'54" W a distance of 60.00 feet to a 1/2" Iron Rod with Cap set for angle point;

THENCE N 2°28'54" W a distance of 16.26 feet to a 1/2" Iron Rod with Cap set for angle point;



1722 Broadmoor Ste. 105 Bryan, Texas 77802 Phone: (979) 776 - 9836 Fax: (979) 731 - 0096



EXHIBIT "A" SHEET 2 OF 7

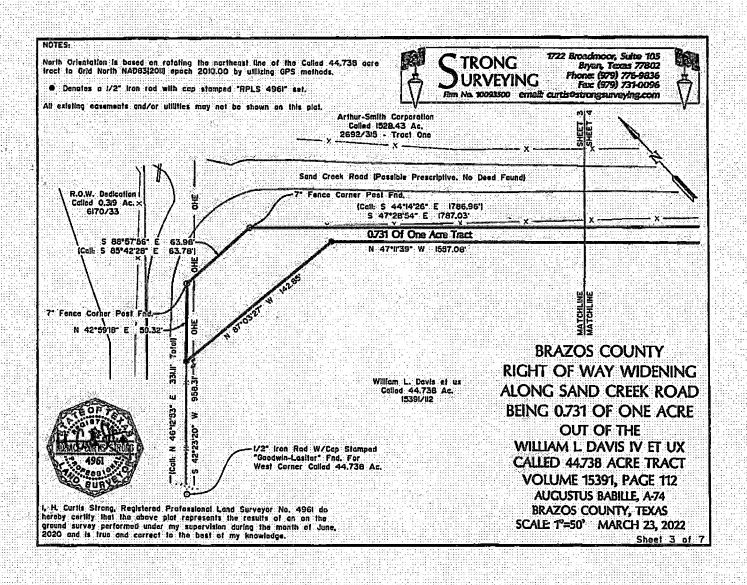
THENCE N 47°11'39" W a distance of 1557.08 feet to a 1/2" Iron Rod with Cap set for angle point;

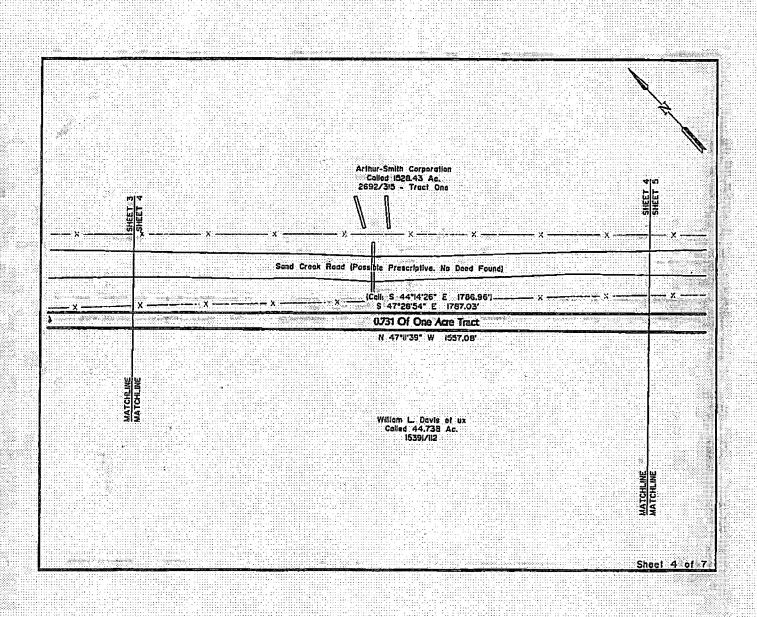
THENCE N 87°03'27" W across said Called 44.738 acre tract a distance of 142.85 feet to a 1/2" iron rod with cap set in the southeast right of way line of sald Sand Creek Road for the most westerly corner, said corner also being located in the northwest line of said Called 44.738 acre tract, a 1/2" iron rod with cap stamped "Goodwin-Lasiter" found for the most westerly corner of said Called 44,738 acre tract bears S 42°23'20" W a distance of 958.31 feet;

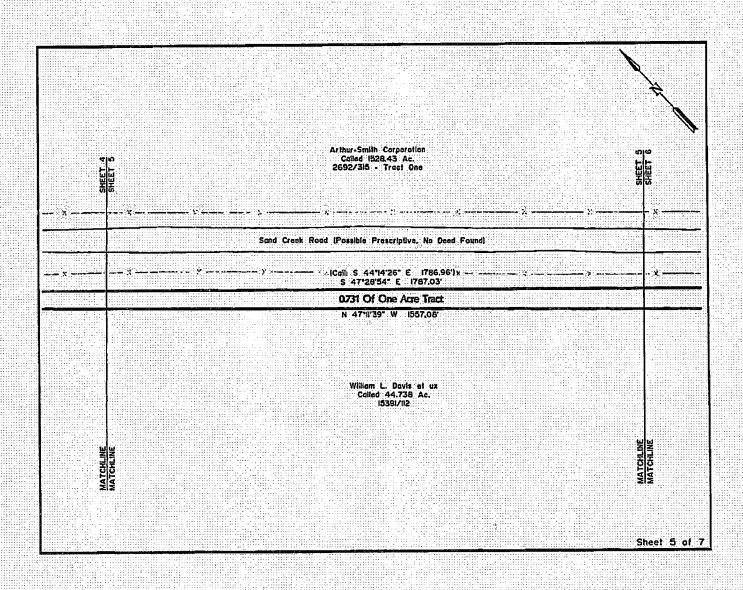
THENCE N 42°59'18" E along the southeast right of way line of said Sand Creek Road and the northwest line of said Called 44.738 acre tract a distance of 59.32 feet to a 7° fence corner post found for the most northwesterly corner of said Called 44.738 acre tract for the most northwesterly corner:

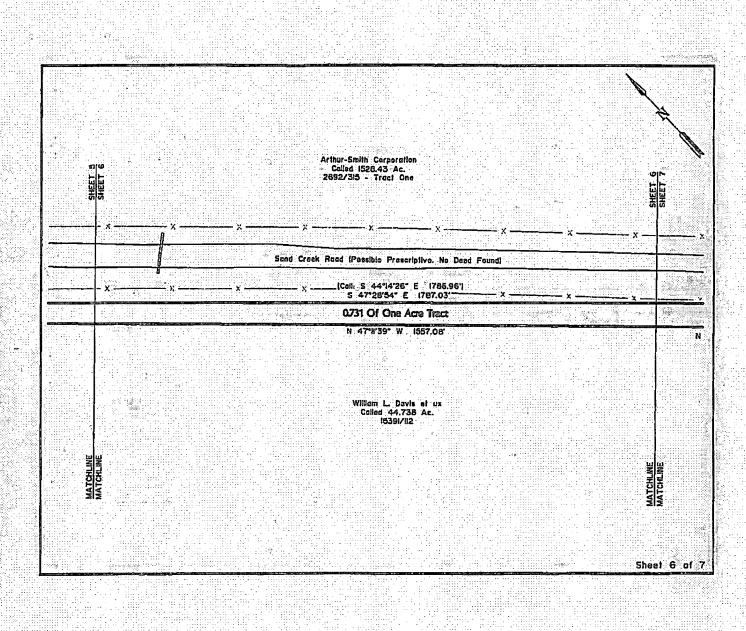
THENCE S 88°57'56" E along the Occupied southwest right of way line of said Sand Creek Road and the north line of said Called 44.738 acre tract a distance of 63.98 feet to the PLACE OF BEGINNING CONTAINING AN AREA OF 0.731 OF ONE ACRE OF LAND MORE OR LESS, according to a survey performed on the ground during the month of June, 2020 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 northeast line of said Called 44,738 acre tract to grid north, NAD83(2011)epoch 2010.00 Texas State Plane, Central Zone as derived by GPS observations, For other information see accompanying plat.

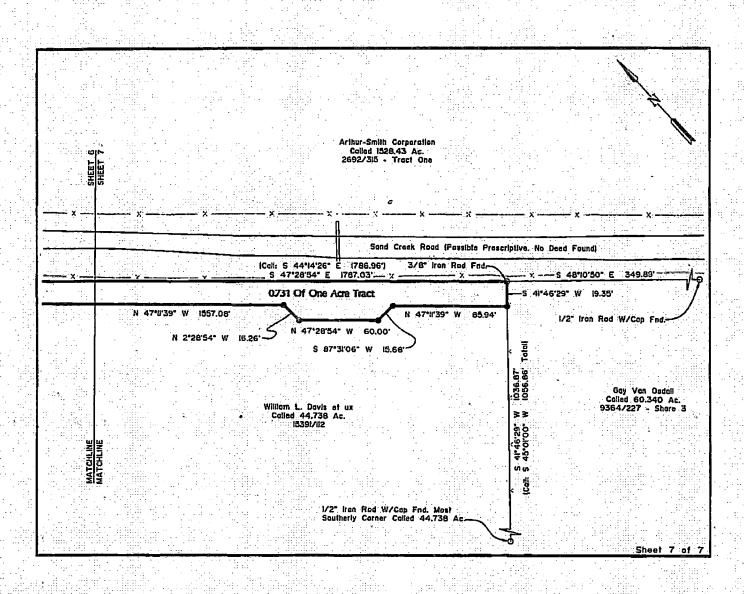














BRAZOS COUNTY BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 3/7/2023

ITEM: Approval of the Treasurer Report for January 2023.

TO: Commissioners Court

DATE: 02/24/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR approval

ALTERNATIVES:

ATTACHMENTS:

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

DOC055.PDFTreasurer Report for January 2023Backup MaterialDOC054.PDFTreasurer Report Approval LetterBackup Material

		JAN	UARY 2023 TREASU	RER'S REPORT				
	CASH BALANCE 12/31/2022	INCOMING	INVESTED POOL INTEREST - Jan	SUB-TOTAL	DISBURSED	CASH BALANCE 1/31/2023	INVESTED	CK.ACCT.BAL. 1/31/2023
0100 - GENERAL FUND	145,519,610.07	53,922,033.27	498,774.11	199,940,417.45	11,888,745.61	188,051,671,84	105,421,997.62	82,629,674.22
0600 - COMMISSIONERS COURT - NON CAPITAL	(2,230,464.25)	-	-	(2,230,464.25)	-	(2,230,464.25)	103,421,337.02	(2,230,464.25
1100 - HOTEL OCCUPANCY TAX	4,185,569.99	332,350.87	-	4,517,920.86	23,122,66	4,494,798,20		4,494,798.20
1200 - STATE LATERAL ROAD	216,831.19	238.76		217,069.95		217,069.95		217,069.95
1300 - UNCLAIMED FUNDS	398,496.80	7,339.17		405,835.97		405,835.97		405.835.97
1400 - APPELLATE JUDICIAL SYSTEM FUND	_	-	-	-		103/033.37		103,033.37
1401 - COURT FACILITY FUND	-	•	-		-			<u> </u>
1402 - LANGUAGE ACCESS FUND	-	-		-				
1500 - LAW LIBRARY	(3,590.95)	1,610.00	-	(1,980.95)	961.00	(2,941.95)		(2,941.95
1700 - ALTERNATIVE DISPUTE RESOLUTION		·		- '	-	(2,5 12:30)		(2,541.93
1800 - LEOSE FUND -	66,029.33	·	-	66,029.33		66,029,33	-	66,029.33
1900 - COUNTY RECORDS MANAGEMENT	651,300.08	750.16		652,050.24	-	652,050.24		652,050.24
2000 - COUNTY CLERK MGMT.FUND	1,363,178.58	30,070.17	-	1,393,248.75	14,603,92	1,378,644,83		1,378,644.83
2001 - COUNTY CLERK ARCHIVAL FUND	1,282,719.10	22,822.43	-	1,305,541.53	-	1,305,541.53		1,305,541.53
2200 - COURTHOUSE SECURITY FUND	396,830.55	47,612.93		444,443.48	81,999.00	362,444.48	_	362,444,48
2201 - JUSTICE COURT SECURITY FUND	179,619.61	3,037.92	-	182,657,53		182,657.53		182,657.53
2300 - DISTRICT CLERK MANAGEMENT FUND	301,089.62	6,209,05	-	307,298.67	20,120,04	287,178.63	-	287,178.63
2301 - DISTRICT CLERK ARCHIVAL FUND	13,884.57	145.62	-	14,030.19	1,041.67	12,988.52	-	12,988,52
2400 - JUSTICE @ PEACE - TECHNOLOGY FUND	177,132.22	2,595.00		179,727.22	1,049.78	178,677.44		178,677.44
2401 - CO.& DIST.COURT TECHNOLOGY FUND	109,396.88	851.07	-	110,247,95	-	110,247.95		110,247,95
2500 - SPECIAL FORFEITURE FUND	37,265.55	41.03	-	37,306.58	259.99	37,046.59	-	37,046.59
2600 - D/A HOT CHECK COLLECT FEES	4,736.84	5.22		4,742.06	-	4,742.06		4,742.06
2700 - BAIL BOND BOARD FEES	103,200.00	113.64		103,313.64	-	103,313.64	-	103,313.64
2800 - VOTER REGISTRATION	(796.00)	-		(796.00)	-	(796.00)		(796.00
2900 - VIT INTEREST FUND	315,768.53	10,845.58	-	326,614.11	-	326,614.11		326,614.11
3000 - COUNTY GRANTS	(47,261.79)	217,042.44		169,780.65	199,540.15	(29,759.50)	-	(29,759.50)
3100 - AMERICAN RESCUE PLAN ACT	29,590,579.09		103,248.85	29,693,827.94	96,650.93	29,597,177.01	29,597,177.01	-
3400 - D/A CRIME FUND	253,139.74	1,112.46	-	254,252.20	2,804.39	251,447.81	-	251,447.81
3500- PRIMARY ELECTION SERVICES	(9,395.35)	1,647.86		(7,747.49)	190.71	(7,938.20)	•	(7,938.20)
3901 - BC HOUSING FINANCE CORP	84,941.19	93.53		85,034.72	-	85,034.72	-	85,034.72
4317 - 2017 CERTICATES OF OBLIGATION	1,087,077.35	1,197.00		1,088,274.35		1,088,274.35		1,088,274.35
4320 - CO 2020	12,452,906.17	2,514.26	39,578.93	12,494,999.36	124,597.55	12,370,401.81	10,209,123,38	2,161,278.43
4500- GEN.PERMANENT IMPV.	7,994,939.79			7,994,939.79	41,357.47	7,953,582.32	-	7,953,582.32
5000 - HEALTH & LIFE INSURANCE	10,079,916.31	1,914,258.11		11,994,174.42	2,546,370.67	9,447,803.75	-	9,447,803.75
5800 - COUNTY ATTORNEY OPERATING FUND	66,344.89			66,344.89		66,344.89	-	66,344.89
6000 - PAYROLL	2,082,067.05	7,744,207.50		9,826,274.55	8,311,723.97	1,514,550.58	~	1,514,550.58
9100 - HEALTH DEPARTMENT	1,774,394.96	635,779.49		2,410,174.45	317,247.85	2,092,926.60	-	2,092,926.60
9300 - REGIONAL MOBILITY AUTHORITY	30,090.39	139.46		30,229.85	1,272.30	28,957.55		28,957.55
9700 - COMMUNITY SUPERVISION	1,051,929.45	223,271.62	-	1,275,201.07	288,977.12	986,223.95	-	986,223.95
TTL.OF ACCTS.IN POOL	219,579,477.55	65,129,935.62	641,601.89	285,351,015.06	23,962,636.78	261,388,378.28	145,228,298.01	116,160,080.27
4100 - GEN.OBLIG.DEBT SVC.	5,682,445.31	4,868,746.62	8,129.75	10,559,321.68	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	10,559,321.68	2,097,014.80	8,462,306.88
1600 - LOCAL PROVIDER PARTICIPATION	19,254,221,35	727.527.70		19,981,749.05	40,878.10	19,940,870,95	2,037,011.00	19,940,870,95
				13,531,733	70,070.10	15,0,016,01	-	26,0/0,0146,61
TOTAL	244,516,144.21	70,726,209.94	649,731.64	315,892,085.79	24,003,514.88	291,888,570.91	147,325,312.81	144,563,258.10
		- 3/1 - 3/2 - 3/3	// 0		~-1,000,02.41.00)	751,000,370.91	147,323,312,81	

This report is submitted as true and correct to Commissioners Court by Aura Aufor Awis Brazos County Treasurer, on 3/1/23

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
Jarea McLecer
Karen McQueen
County Clerk, County of BRAZOS, State of Texas
Examined and approved in open Commissioners' Court this day of
MARCH 2023
Duane Peters, County Judge
A Mal
Steve Aldrich, Commissioner Precinct #1
Chuck Konderla, Commissioner Precinct #2
Nancy Berry Commissioner Precinct #3
Whole Y- Watson
Wanda J. Watson Commissioner Precinct #4



BRAZOS COUNTY BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 3/7/2023

ITEM: Overpayments

a. Sandra Downey - \$90.94b. Reece Homes - \$3,704.65

• c. Wan Wei & Wenshe Liu - \$71.28

• d. Phillip H & Meredith A Skrabanek - \$7.00

• e. Beatrice or Brenda Rosas - \$44.00

• f. Letterman Title - \$301.08

Payment in Error

g. Corelogic - \$6,066.19h. Corelogic - \$777.81

TO: Commissioners Court

DATE: 03/01/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name Description Type

CC Refund Requests 02 28 2023.pdf Tax Refund Applications Backup Material

Kristeen Roe, CTA, PCC Brazos County Tax Assessor/Collector 4151 County Park Ct

4151 County Park Ct Bryan TX 77802 979-775-9930 979-775-9938 Fax

REFUNDS PENDING 03/07/2023

REQUESTOR	SANDRA DOWNEY
ADDRESS	3122 CAMELOT # 53 BRYAN TX 77802
OWNER NAME	SANDRA DOWNEY
PROP ID#	44355
REFUND AMOUNT	\$ 90.94
REQUESTOR	REECE HOMES
ADDRESS	3900 STATE HWY 6 S STE 110 COLLEGE STATION TX 77845
OWNER NAME	REECE HOMES
PROP ID#	435841
REFUND AMOUNT	\$ 3704.65
REQUESTOR	CORELOGIC
ADDRESS	PO BOX 9202 COPPELL TX 75019
OWNER NAME	JAN HOLLIDAY
PROP ID#	441175
REFUND AMOUNT	\$ 6066.19
	CONFIGORE
REQUESTOR	CORELOGIC
ADDRESS	PO BOX 9202 COPPELL TX 75019
OWNER NAME	ROSA CHOJOLAN
PROP ID# REFUND AMOUNT	37764 \$ 777.81
REFUND AMOUNT	\$ 1/7.0L
REQUESTOR	WAN WEI & WENSHE LIU
ADDRESS	1101 BRACEY CT COLLEGE STATION TX 77845
OWNER NAME	WAN WE & WENSHE LIU
PROP ID#	306382
REFUND AMOUNT	\$ 71.28
REQUESTOR	PHILLIP H & MEREDITH A SKRABANEK
ADDRESS	4908 WILLIAMS RIDGE CT COLLEGE STATION TX 77845
OWNER NAME	PHILLIP H & MEREDITH A SKRABANEK
PROP ID#	304839
REFUND AMOUNT	\$ 7.00
REQUESTOR	BEATRICE OR BRENDA ROSAS
ADDRESS	1705 ROSEDALE ST BRYAN TX 77803
OWNER NAME	SYLVIA ROSAS
PROP ID#	46204
REFUND AMOUNT	\$ 44.00
	TUTTEDMAN TITLE
REQUESTOR	LETTERMAN TITLE
ADDRESS	1451 GREENS PRAIRIE RD W STE 200 COLLEGE STATION, TX 77845
OWNER NAME	LEONARD MARGUERITE D ESTATE
PROP ID#	50336
REFUND AMOUNT	\$301.08

APPLICATION FOR TAX REFUND

Collecting Office Name

Brazos County Tax Office

4151 County Park Court

Bryan, Texas 77802

Ph. 979-775-9930

Collecting Tax for: (taxing entities)

Brazos County, City of Bryan, City of College Station

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

City of Kurten, Navasota ISD

OWNER'S NAME AND ADDRESS

DOWNEY SANDRA

3122 CAMELOT #53

BRYAN TX 77802-2853

PROPERTY DESCRIPTION

Legal: STANFORD COURT TOWNHOME CONDOS, BLDG 5, UNIT 53

Address: 3122 CAMELOT DR 53,

Account # 44355

TAX PAYMENT INFORMATION

Name of Taxing Unit **ZREFUND**

Tax Year of Refund

2022

Payment Date 01/31/2023 **Amount Pald** \$2575.00

Refund Amount Requested

\$90.94

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:

DOWNEY SANDRA

3122 CAMELOT #53

BRYAN TX 77802-2853

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

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

Phone #

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

TAX REFUND DETERMINATION

The tax refund is [\

Approved

] Disapproved

Authorized Officer Signature

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

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

Receipt Number 3240508 01/31/2023 Over/Refund \$2,575.00

PAID BY:

DOWNEY SANDRA 3122 CAMELOT #53 BRYAN, TX 77802-2853

Property ID	Geo	0.445° - 2744	MEN SS		ex lawy	Legal A	cres	1346679	
44355		0005-053	0			0.0000	-	SECOND PROPERTY.	DOWNEY
				scription	es to				3122 CAI BRYAN.
TANFORD COURT T								` <u>``</u>	1.
Situs / Comment			200	DBA Nan	е -		1	100	
3122 CAMELOT DR			. 1						
Entity Street 1	Year	Rate	Taxa	ble Value	Stmt#	: Vol	d Or	iginal:Tax	Discrits
REFUND ENTITY	2022	0.00000		0	146161	, N	· ·	. 90,94	0.00
RAZOS COUNTY	2022	0.42941		104,159	37422	· N		447.27	0:00
ITY OF BRYAN	2022	0.62400		164,159	37422	·Ņ		1,024.35	0.00
RYAN ISD	2022	1.13960		129,159	37422	Ñ		1.012.44	0,00

Owner Name and Address
SANDRA ÉLOT #53 X 77802-2853

Year	∴Rate : ⊤T	axab	e Value :	Stmt #	/e Vol	d O	riginal Tax	Discrits	P&I At	Fees O	verage /	Amount Pd
2022	0.00000		. 0	146161	, N	٠.	90,94	0.00	0.00	0.00	0.00	90.94
2022	0.42941		104,159	37422	· N		447.27	0:00	0.00	0,00	0.00	447:27
2022	0.62400		164,159	37422	٠Ņ		1,024.35	0.00	0.00	0.00	0.00	1,024.35
2022	1.13960		129,159	37422	N	,	1,012.44	- 0,00	0.00	0.00	0.00	1,012,44
		1		1 1/1								2,575.00

Balance Due As Of 01/31/2023: -90.94

Tender	Details		200950	Descriptio	n de de de	Amount
Credit Card	CC XX-5788 Con\	.Charge 0.00				2575.00
	.	•				2575.00

Operator Batch 44626 (JETPAYC_02022023_LE)

APPLICATION FOR TAX REFUND		·
Collecting Office Name	Collecting Tax for: (tax	ing entities)
Brazos County Tax Office		Bryan, City of College Station
4151 County Park Court	Bryan ISD, College Stat	ion ISD, F1, F2, F3, F4,
Bryan, Texas 77802 Ph. 979-775-9930	City of Kurten, Navaso	ta ISD
OWNER'S NAME AND ADDRESS		
REECE HOMES LLC		
3900 STATE HWY 6 SOUTH STE 110	•	
COLLEGE STATION TX 77845-5831		•
·		
PROPERTY DESCRIPTION		
Legal: MILLSTONE-ESTATES; BLOCK-2, LOT-14- Address: 5419 MILLSTONE DR ,		
Account # 435841		
Account # 455541		•
TAX PAYMENT INFORMATION		
Name of Taxing Unit Tax Year of Refund ZREFUND 2022	Payment Date Amount Paid 01/31/2023 \$3704.65	Refund Amount Requested \$3704.65
Taxpayer's reason for refund: OP-Overpayment		
REFUND TO:		
REECE HOMES LLC		
3900 STATE HWY 6 SOUTH STE 110	:	
COLLEGE STATION TX 77845-5831		•
Sign below and return form to the Brazos County Tax "I hereby apply for the refund of the above-described	Office. I taxes and certify that the information	on this form is true and correct."
Patricol	02/11	e[2073
Signature ()	Date	:
979 - 450 - 1834	Khnu	d@recu-homes.com
Phone #	Email Address	
	and the found quilty of a Class A mis	domonnor or a state iail felony
If you make a false statement on this application, you under Texas Penal Code Section 37.10.	d could be found guilty of a class A mis	ademeanor or a state jan relotsy
TAX REFUND DETERMINATION		
The tax refund is [Approved / [] Disapprove	ed .	
	3/1	1/23
Authorized Officer Signature	Date	<u> </u>
such a lead Officer of toping unit for refund application	is over amount required under Section	31.11 Tax Code

Date

Authorized Officer Signature

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

Receipt Number 3244425 Date Posted Payment Type Payment Code Total Paid 01/31/2023 Over/Refund \$3,704.65

PAID BY:

REECE HOMES LLC 3900 STATE HWY 6 SOUTH STE 110 COLLEGE STATION, TX 77845-5831

Property ID. Geo. 435841 416440-0				egal Acres .0000			REECE H	OMES	r Name and. LLC Y 6 SOUTH		
MILLSTONE ESTATES, BLOCK 2, I		tion	<u> </u>		4.0				ION, TX 778		
Situs	DBA	Name'	: ::			;					
5419 MILLSTONE DR ,					;	į		-			
Entity Year	Rate ∜	alue ∰St	mt#	∴ Void ु	Original Tax	, Di	scnts	P&I	Att Fees	Overage /	mount Pd
Z REFUND ENTITY 2022	0.00000	0 14	6272	N .	3,704.65		0.00	0.00	ġ,00	0.00	3,704.65 3,704.65
								Ba	lance Due As	Of 01/31/20:	23: -3704.65

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Tender De	ails - 'W.F.'		Description
70.100	2 22 22 CC		
Check 158	60	•	3704.65
••	Γ-		3704.65

Operator Batch 44771 (02102023_LE) lemerson

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan, Texas 77802 Ph. 979-775-	Collecting Tax for: (taxing entities) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten, Navasota ISD
OWNER'S NAME AND ADDRESS	
HOLLIDAY JAN M	
3017 BRADY CT	
BRYAN TX 77808	
PROPERTY DESCRIPTION	
Legal: RUDDER POINTE PH 3, BLOCK 9	, LOT 3
Address: 3017 BRADY CT ,	
Account # 441175	
TAX PAYMENT INFORMATION	No.
Name of Taxing Unit Tax Year of Refuse 2022	d Payment Date Amount Paid Refund Amount Requested 12/31/2022 \$6066.19 \$6066.19
Taxpayer's reason for refund: PAYMENT I	,
REFUND TO:	
CORELOGIC	
PO BOX 9202	
COPPELL, TX 75019-9978	
Sign below and return form to the Brazos Co "I hereby apply for the refund of the above-	described taxes and certify that the information on this form is true and correct."
Shannon Stokes	2/23/23
Signature	Date
(864) 968-9517	sstokes@corelogic.com
Phone #	Email Address
If you make a false statement on this applic under Texas Penal Code Section 37.10.	ation, you could be found guilty of a Class A misdemeanor or a state jail felony
TAX REFUND DETERMINATION	·
The tax refund is [Approved]] Di	sapproved O L Q L O O
	3/1/23
Authorized Officer Signature	Date
Authorized Officer of taxing unit for refund ap	plications over amount required under Section 31.11 Tax Code
Authorized Officer Signature	Date

APPLICATION FOR TAX REFUND

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

Receipt Number 3220011 Date Posted | Payment Type | Payment Code | Payment Code | Paid |

PAID BY:

CORELOGIC 3001 HACKBERRY ROAD IRVING, TX 75063

	Geo 548700-	0309-0030			Legal Acres 0.0000		HOLLIDA	Y JAN M	Name and	Address	
RUDDER POINTE PH 3	, BLOCK !	9, LOT 3	Description				3017 BRA BRYAN,		3		
Situs 3017 BRADY CT ,			DBA Name					****	·		
Entity 5	Year	Rate / T	xable Value	Stmt#	Vold	Original Tax	Discrits	- 1893.⊪	Att:Fees	Overage A	mount Pd
CITY OF BRYAN BRAZOS COUNTY BRYAN ISD	2022 2022 2022	0.62400 0.42941 1.13960	276,615	61138 61138 61138	N N N	1,726.08 1,187.81 3.152.30	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	0.00 0.00 0.00	1,726.08 1,187.81 3,152.30
BRIAN IOD	2022	1.10500	270,013	1133	14	3,102.00	0.00	0.00			6,066.19 81/2022: .00

Tender De	tails Description Amount
Check MU	ULT 6066.19
	6066.19

Operator Batch 44005 (2022 Corelogic Payment File_01032023)

Special Condition Exists for this Property

Page: 1

Angela N. Hines

From:

Stokes, Shannon <sstokes@corelogic.com>

Sent: To: Wednesday, February 22, 2023 4:32 PM Angela N. Hines

Subject:

RE: BRAZOS COUNTY 420210000 - PARCEL ISSUE

Brazos County Disclaimer

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Hi Angela, I apologize that you didn't receive a response.

For PID 441175, that was added in error. I have corrected our system. The correct PID is 441173 which we also paid. Would there be a way to get our incorrect payment refunded?

For PID 37764, the homeowner is correct. The correct PID is 37765. Would there be a way to get our incorrect payment refunded? I will notify the lender of the taxes owed.

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid : Base	Tax I
2022	CITY OF BRYAN	\$137,453	\$857.71	\$0.00	\$857
2022	BRAZOS COUNTY	\$137,453	\$590.23	\$0.00	\$590
2022	BRYAN ISD	\$137,453	\$1566.42	\$0.00	\$156€
1 2 3 3 3 3	2022 TOTAL:		\$3014.36	\$0.00	\$3014

Thank you, I apologize for the errors and the delay in getting a response.

Shannon Stokes

Pro, Ops Government Solutions
Underwriting & Workflow Solutions
CoreLogic
Direct (864) 968-9517
Fax (817) 826-0092
sstokes@corelogic.com
corelogic.com | Blog

Linkedin | Twitter | Facebook | Google+

Our Vision: Deliver unique property-level insights that power the global real estate economy

From: Angela N. Hines < AHines@brazoscountytx.gov>

Sent: Wednesday, February 22, 2023 3:25 PM To: Stokes, Shannon <sstokes@corelogic.com>

Subject: RE: BRAZOS COUNTY 420210000 - PARCEL ISSUE

Importance: High

[External Content] This message is from an external source. Please exercise caution when opening attachments or links,

Shannon,

Just checking on the status of a couple accounts. An email was sent to Nicholas Bonelli on 2/7/23 regarding the following accounts (PID 441175 & 37764).

- 1. We received an email from Stacy Robinson with Lereta stating Guardian Mortgage is the servicer for this address(PID 441175). We issued Lereta a refund on 1/18/23 since Corelogic made a payment on 12/31/22.
- 2. Ms. Chojolan came into our office to make her 2022 property tax payment, but a payment was already made by Corelogic. The taxpayer states she doesn't have a mortgage and is responsible for paying her own taxes.

Any help to resolve these issues would be greatly appreciated.

Angela Hines

Property Tax Supervisor, PCC Office of Kristeen Roe, CTA, PCAC Brazos County Tax Assessor/Collector 4151 County Park CT Bryan, TX 77802 V 979.775.9930 Fax 979.775.9938

From: Stokes, Shannon <sstokes@corelogic.com> Sent: Wednesday, February 22, 2023 1:01 PM To: Angela N. Hines < AHines@brazoscountytk.gov>

Cc: Miles, Jannikki < imiles@corelogic.com >; Baez, Luis < Ibaez@corelogic.com >; Haltom, Jeremiah

<ihaltom@corelogic.com>

Subject: RE: BRAZOS COUNTY 420210000 - PARCEL ISSUE

Brazos County Disclaimer ***** This is an email from an EXTERNAL source. DO NOT click links or open attachments unless you recognize the sender and have verified that the content is safe. Never enter USERNAME, PASSWORD or sensitive information on pages linked from this email.*****

Hi Angela, I just left a voicemail message. I will be in a couple of meetings this afternoon. I thought I would email you. If you need to speak to me, my phone number is below. Thank you.

Shannon Stokes

Pro. Ops Government Solutions Underwriting & Workflow Solutions CoreLogic Direct (864) 968-9517 Fax (817) 826-0092 sstokes@corelogic.com corelogic.com | Blog <u>LinkedIn | Twitter | Facebook | Google+</u>

Our Vision: Deliver unique property-level insights that power the global real estate economy

From: Haltom, Jeremiah < ihaltom@corelogiclcom> Sent: Wednesday, February 22, 2023 1:20 PM

To: Stokes, Shannon < stokes@corelogic.com; ISCE-RA-AgencyRelationsManagement

<AgencyRelationsManagement@corelogic.com>

Cc: Miles, Jannikki < imiles@corelogic.com>; Baez, Luis < !baez@corelogic.com>

Subject: BRAZOS COUNTY 420210000 - PARCEL ISSUE

Importance: High

	·
	·
Hello: Would you please contact Brazos Cou	ty 420210000? Angela is in need of assistance.
Her number is 979-775-9930.	
Thank you.	
Jeremiah Haltom Sr Assoc, Operation Svcs Lead CoreLogic	•
Direct (817) 699-2197 jhaltom@corelogic.com	
corelogic.com Blog LinkedIn Twitter Facebook Google+	
Our Vision: Deliver unique property-level insights	that power the global real estate economy
***********	************
addressee(s) named above or may contain in not the intended addressee, or the person re you are hereby notified that reading, dissem prohibited. If you have received this message	prietary information intended only for the use of the formation that is legally privileged. If you are sponsible for delivering it to the intended addressee, nating, distributing or copying this message is strictly by mistake, please immediately notify us by all message and any copies immediately thereafter.
replying to the message and delete the origin	ial message and any copies immediately thereafter.
	'
Thank you.	

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APPLICATION FO	R TAX REFUN	D				
Collecting Office Name Brazos County Tax Of 4151 County Park Col Bryan, Texas 77802		30	Brazi Brya		Bryan, City of College Station tion ISD, F1, F2, F3, F4,	
OWNER'S NAME AND A						
810 S HUTCHINS ST						
BRYAN TX 77803-4657						
PROPERTY DESCRIPTIO Legal: PHILLIPS, BLOCK Address: 810 S HUTCH Account # 37764	(27, LOT 10					
TAX PAYMENT INFORM	MATION					
Name of Taxing Unit ZREFUND	Tax Year of Refund 2022		Payment Date 01/11/2023	Amount Paid \$777.81	Refund Amount Requested \$777.81	
Taxpayer's reason for ref	und: PAYMENT N	ERROR	1			
REFUND TO:						
CORELOGIC PO BOX 9202						
COPPELL, TX 75019-99	78					
Sign below and return for "I hereby apply for the re	m to the Brazos Coun fund of the above-des	ity Tax (scribed	Office. taxes and certify the	nat the information	on this form is true and correct."	
Shannon Stokes				2/23/23		
Signature				Date		
(864) 968-9517				sstokes@d	corelogic.com	
Phone #				Email Address		
If you make a false statem under Texas Penal Code S		on, you	could be found gui	Ity of a Class A mis	demeanor or a state jail felony	
TAX REFUND DETERA	JINATION			, ————		
The tax refund is [V] App	proved Disar	proved		3/7	122	
	Z <i>J</i>				100	
Authorized Officer Signat	ure			Date	,	
Authorized Officer of taxing	unit for refund applic	cations	over amount requ	red under Section	31.11 Tax Code	
Authorized Officer Signat	ure			Date	•	-
	j.					

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

Receipt N	umber
32278	85
Date Posted	01/11/2023
Payment Type	
Payment Code	Full
Iotal Paid	\$777.81

PAID BY:

CORELOGIC 3001 HACKBERRY ROAD IRVING, TX 75063

		Address	VILMA	AN ROSA		egal Acres .0000			0027-0100		Property ID 37764
### 10 S HUTCHINS ST , ### First Color of the Color of t									Lega	LOT 10	PHILLIPS, BLOCK 27.
OTTY OF BRYAN 2022 0.62400 94,667 25586 N 333,39 0.00 0.00 0.00 0.00 333. BRYAN ISD 2022 1.13960 59,667 25586 N 444.42 0.00 0.00 0.00 0.00 444. 777.		no service put operation		M 5-19-14-15-14-14-14-14-14-14-14-14-14-14-14-14-14-	1 1/4 1 BROWN 175007 BE 5 No. 1 No.			- DBA Name			Situs 810 S HUTCHINS S
BRYAN ISD 2022 1.13960 59,667 25586 N 444.42 0.00 0.00 0.00 0.00 444. 777.									I wind a side of the side what in		
Balance Due As Of 01/11/2023: .	333.39 444.42 777.8										
	1/2023: .0	ue As Of 01/1	Balance D			 					
Tender Details Description Check 964461985	<u>/1</u>	oue As Of 01		Descriptio			etails -	der. D	Ī		

Operator Batch ahines 44230 (CoreLogic #3_2022 Payment File_01112023)

777.81

Angela N. Hines

From:

Stokes, Shannon <sstokes@corelogic.com>

Sent:

Wednesday February 22, 2023 4:32 PM

To:

Angela N. Hines

Subject:

RE: BRAZOS COUNTY 420210000 - PARCEL ISSUE

Brazos County Disclaimer

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2022	BRAZOS COUNTY	\$137,453	\$590.23	\$0.00	\$590
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Thank you, I apologize for the errors and the delay in getting a response.

Shannon Stokes

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corelogic.com
Blog

<u>LinkedIn | Twitter | Facebook | Google+</u>

Our Vision: Deliver unique property-level insights that power the global real estate economy

From: Angela N. Hines <AHines@brazoscountytx.gov>

Sent: Wednesday, February 22, 2023 3:25 PM
To: Stokes, Shannon <sstokes@corelogic.com>

Subject: RE: BRAZOS COUNTY 420210000 - PARCEL ISSUE

Importance: High

[External Content] This message is from an external source. Please exercise caution when opening attachments or links.

Shannon,

Just checking on the status of a couple accounts. An email was sent to Nicholas Bonelli on 2/7/23 regarding the following accounts (PID 441175 & 37764).

- 1. We received an email from Stacy Robinson with Lereta stating Guardian Mortgage is the servicer for this address(PID 441175). We issued Lereta a refund on 1/18/23 since Corelogic made a payment on 12/31/22.
- 2. Ms. Chojolan came into our office to make her 2022 property tax payment, but a payment was already made by Corelogic. The taxpayer states she doesn't have a mortgage and is responsible for paying her own taxes.

Any help to resolve these issues would be greatly appreciated.

Angela Hines

Property Tax Supervisor, PCC
Office of Kristeen Roe, CTA, PCAC
Brazos County Tax Assessor/Collector
4151 County Park CT
Bryan, TX 77802
V 979.775,9930 Fax 979.775.9938

From: Stokes, Shannon <<u>sstokes@corelogic.com</u>>
Sent: Wednesday, February 22, 2023 1:01 PM
To: Angela N. Hines <AHines@brazoscountytx.gov>

Cc: Miles, Jannikki <imiles@corelogic.com>; Baez, Luis <lbaez@corelogic.com>; Haltom, Jeremiah

<ihaltom@corelogic.com>

Subject: RE: BRAZOS COUNTY 420210000 - PARCEL ISSUE

Brazos County Disclaimer

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Hi Angela, I just left a voicemail message. I will be in a couple of meetings this afternoon. I thought I would email you. If you need to speak to me, my phone number is below. Thank you,

Shannon Stokes

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Underwriting & Workflow Solutions
CoreLogic
Direct (864) 968-9517
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Our Vision: Deliver unique property-level insights that power the global real estate economy

From: Haltom, Jeremiah < ihaltom@corelogic.com > Sent: Wednesday, February 22, 2023 1:20 PM

To: Stokes, Shannon < sstokes@corelogic.com >; ISCE-RA-AgencyRelationsManagement

<AgencyRelationsManagement@corelogic.com>

Cc: Miles, Jannikki < imiles@corelogic.com >; Baez, Luis < lbaez@corelogic.com >

Subject: BRAZOS COUNTY 420210000 - PARCEL ISSUE

Importance: High

Hallo Would you place	se contact Brazos C	ounty 420210000? Angela is in need of	assistance
riello. Would you pleas	se contact brazos c	duity 4202100001 Aligeia is in fleed of	assistance.
Her number is 979-775	-9930.		
Thank you.			
Jeremiah Haltom Sr Assoc, Operation Svcs CoreLogic	Lead		
Direct (817) 699-2197 jhaltom@corelogic.com			
corelogic.com Blog LinkedIn Twitter Facet	oook Google+		
Our Vision: Deliver uniqu	e property-level insig	nts that power the global real estate econom	у
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		proprietary information intended only f information that is legally privileged. If	
not the intended addre	essee, or the perso	responsible for delivering it to the inte	ended addressee,
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Thank you	, ·	·	
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APPLICATION FOR TAX REFUND

Collecting Office Name
Brazos County Tax Office
4151 County Park Court

Bryan, Texas 77802 Ph. 979-775-9930

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

OWNER'S NAME AND ADDRESS

WAN WEI & WENSHE LIU 1101 BRACEY CT COLLEGE STATION TX 77845-4098

PROPERTY DESCRIPTION

Legal: SHENANDOAH PH 11, BLOCK 35, LOT 16

Address: 1101 BRACEY CT,

Account # 306382

TAX PAYMENT INFORMATION

Name of Taxing Unit

Tax Year of Refund 2022 Payment Date 01/31/2023 Amount Paid \$6000.00 Refund Amount Requested

\$71.28

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:

ZREFUND

WAN WEI & WENSHE LIU

1101 BRACEY CT

COLLEGE STATION TX 77845-4098

Sign below and return form to the Brazos County Tax Office "I hereby apply for the refund of the above-described taxe	e. s and certify that the information on this form is true and correct."
Signature	02/19/2623 Date
979-739-5512 Phone #	Weisheliu G gmail, Com Email Address
If you make a false statement on this application, you coulunder Texas Penal Code Section 37.10.	d be found guilty of a Class A misdemeanor or a state jail felony

TAX REFUND DETERMINATION

The tax refund is

Approved

] Disapproved

3/1/23

Authorized Officer Signature

Date

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

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

Receipt Number 3242836 Date Posted Payment Type Payment Code Total Pald 02/07/2023 Over/Refund

\$6,000.00

PAID BY:

WAN WEI & WENSHE LIU 1101 BRACEY CT COLLEGE STATION, TX 77845-4098

Property ID 306382	Geo 569500-	1135-0160	0		egal Acres				r Name and NSHE LIU T	Address	**************************************
SHENANDOAH PH 11. Situs 1101 BRACEY CT.	BLOCK 35		egal Description DBA Name	2					ON, TX 77	845-4098	
Entity Z REFUND ENTITY BRAZOS COUNTY CITY OF COLL. STAT. COLLEGE STATION ISD	Year 2022 2022 2022 2022	Rate 0.00000 0.42941 0.52461 1.17810	Taxable Value 0 285,704 270,557 245,704	Stmt # 146199 136720 136720	Void N N N	Original Tax 71.28 1,226.85 1,419.38 2,894.64	0.00 0.00 0.00 0.00	P&I 0.00 85.88 99.35 202.62	Att Fees 0.00 0.00 0.00 0.00	Overage 0.00 0.00 0.00 0.00	Amount Pd 71.28 1,312.73 1,518.73 3,097.26 6,000.00
		_	Tender Check	Details ECK		- · - · -		Descript		As Of 02/0	Amount 6000.00 6000.00

Operator Batch 44699 (JETPAYC_02072023_LE) Total Paid 6,000,00

-APPLICATION FOR TAX REFUN	ID
Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan, Texas 77802 Ph. 979-775-9	Collecting Tax for: (taxing entities) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten, Navasota ISD
OWNER'S NAME AND ADDRESS SKRABANEK PHILLIP H & MEREDITH A 4908 WILLIAMS RIDGE CT COLLEGE STATION TX 77845-4174 PROPERTY DESCRIPTION	
Legal: WILLIAMS CREEK PH 5, BLOCK 7, Address: 4908 WILLIAMS RIDGE CT , Account # 304839	LOT 20, ACRES 1.135
TAX PAYMENT INFORMATION Name of Taxing Unit Tax Year of Refunction -ZREFUND	12/31/2022 \$11993.67 \$7.00
REFUND TO: SKRABANEK PHILLIP H & MIEREDITH A 4908 WILLIAMS RIDGE CT COLLEGE STATION TX 77845-4174 Sign below and return form to the Brazos Cou	
Meuditt Skesband Signature 832-289-9920 Phone #	Date Date Philsfamily & Skeglobal net Email Address tion, you could be found guilty of a Class A misdemeanor or a state jail felony
Authorized Officer Signature	Date
Authorized Officer of taxing unit for refund approximation of the second	Date

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

Receipt Number 3226622

Date Posted Payment Type Payment Code Total Paid

12/31/2022 P Over/Refund \$11,993.67

PAID BY:

SKRABANEK PHILLIP H & MEREDITH A 4908 WILLIAMS RIDGE CT COLLEGE STATION, TX 77845-4174

Tender

Check

Details

206

Property ID Geo Legal Acres Owner Name and Address 660050-0507-0200 1.1350 304839 SKRABANEK PHILLIP H & MEREDITH A 4908 WILLIAMS RIDGE CT Legal Description COLLEGE STATION, TX 77845-4174 WILLIAMS CREEK PH 5, BLOCK 7, LOT 20, ACRES 1.135 **DBA Name** 4908 WILLIAMS RIDGE CT , **Taxable Value** Stmt # Void Original Tax Discnts P&I Att Fees Entity Year Rate Overage Amount Pd 145970 119369 Z REFUND ENTITY 2022 0.00000 7.00 0.00 0.00 0.00 0.00 7.00 **BRAZOS COUNTY** 2022 0.42941 562.194 N 2,414.12 0.00 0.00 0.00 0.00 2,414.12 CITY OF COLL. 2022 119369 2,949,34 0.00 2,949,34 STAT. 0.52461 562,194 N 0.00 0.00 0.00 COLLEGE STATION ISD 2022 1,17810 562,194 119369 N 6,623.21 0.00 0.00 0.00 0.00 6,623.21 11,993.67

Description

Amount 11993,67 11993.67

Balance Due As Of 12/31/2022: -7.00

Operator tmoore

Batch

44178 (01/10/2023TM)

APPLICATION FOR TAX REFUND	
Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan, Texas 77802 Ph. 979-775-9930	Collecting Tax for: (taxing entities) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten, Navasota ISD
OWNER'S NAME AND ADDRESS	
ROSAS SYLVIA	
% ROSAS VINCENT	
1705 ROSEDALE ST	
BRYAN TX 77803-3680	
PROPERTY DESCRIPTION Legal: TWIN CITY CONDOS, BLDG G, UNIT 26 Address: 1107 VERDE DR 26 , Account # 46204	5
TAX PAYMENT INFORMATION Name of Taxing Unit Tax Year of Refund ZREFUND 2022	Payment Date Amount Paid Refund Amount Requested 91/31/2023 \$559.59 \$44.00
Taxpayer's reason for refund: OP-Overpayment	
REFUND TO: ROSAS BEATRICE OR BRENDA 1705 ROSEDALE ST BRYAN TX 77803-3680	
Sign below and return form to the Brazos County To "I hereby apply for the refund of the above-describ	ax Office. ed taxes and certify that the information on this form is true and correct."
Beatrice Ros Signature (999)775-2296	$\frac{2/19/23}{VROSASJR430}$ Email Address
If you make a false statement on this application, y under Texas Penal Code Section 37.10.	rou could be found guilty of a Class A misdemeanor or a state jail felony
TAX REFUND DETERMINATION	

Date

Date

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

Authorized Officer Signature

Authorized Officer Signature

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

Receipt Number 3243969

Date Posted Payment Type Payment Code Total Paid

01/31/2023 Over/Refund \$559.59

PAID BY:

ROSAS BEATRICE & BRENDA L 1705 ROSEDALE ST **BRYAN, TX 77803**

Property ID 46204

Geo

619160-0007-0260

Legal Acres 0.0000

Owner Name and Address

ROSAS SYLVIA % ROSAS VINCENT

1705 ROSEDALE ST BRYAN, TX 77803-3680

TWIN CITY CONDOS, BLDG G, UNIT 26

Situs

Legal Description

DBA Name

1107 VERDE DR 26,

Entity Year Rate Taxable Value Stmt # Void Original Tax Discnts P&1 Att Fees Overage Amount Pd Z REFUND ENTITY BRYAN ISD CITY OF BRYAN 0.00000 146221 44.00 0.00 0.00 0.00 0.00 44.00 2022 ٥ N 4,297 111015 111015 48.97 2022 1.13960 N 48.97 0.00 0.00 0.00 0.00 44,297 44,297 0.00 0.00 0,00 0.00 276.41 2022 0.62400 N 276.41 111015 190.21 0.00 0.00 0.00 190.21 **BRAZOS COUNTY** 2022 0.42941 0.00 559.59

Balance Due As Of 01/31/2023: -44.00

Tender Check

Details 6338

Description

Amount 559,59 559.59

Operator

Batch

tmoore

44747 (02/09/2023TM)

APPLICATION FOR TAX REFUND Collecting Office Name Collecting Tax for: (taxing entities) **Brazos County Tax Office** Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, 4151 County Park Court City of Kurten, Navasota ISD Bryan, Texas 77802 Ph. 979-775-9930 **OWNER'S NAME AND ADDRESS** LEONARD MARGUERITE D ESTATE 1732 DILLON AVE BRYAN TX 77803-5024 **PROPERTY DESCRIPTION** Legal: WOODSON HEIGHTS, BLOCK 1, LOT 26 Address: 1732 DILLON AVE, Account # 50336 TAX PAYMENT INFORMATION Tax Year of Refund **Refund Amount Requested Amount Paid** Name of Taxing Unit **Payment Date** \$301.08 2022 01/31/2023 \$4601.91 **ZREFUND** Taxpayer's reason for refund: OP-Overpayment **REFUND TO:** LETTERMAN TITLE 1451 GREENS PRAIRIE RD WEST STE 200 **COLLEGE STATION TX 777845** Sign below and return form to the Brazos County Tax Office. "I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct." If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10. TAX REFUND DETERMINATION

] Disapproved

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

3/7/23

Date

The tax refund is [V] Approved

Authorized Officer Signature

Authorized Officer Signature

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

Receipt Number 3240793

Date Posted Payment Type Payment Code Total Paid

01/31/2023 Over/Refund \$4,601.91

PAID BY:

LETTERMAN TITLE 1451 GREENS PRAIRIE ROAD WEST STE 200 COLLEGE STATION, TX 77845

Property ID 50336

Geo

675000-0001-0260

Legal Acres 0.0000

Owner Name and Address

LEONARD MARGUERITE D ESTATE

1732 DILLON AVE BRYAN, TX 77803-5024

Legal Description WOODSON HEIGHTS, BLOCK 1, LOT 26

Situs

DBA Name

1732 DILLON AVE ,

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage A	mount Pd
Z REFUND ENTITY	2022	0.00000	0	146175	N	301.08	0.00	0.00	0.00	0.00	301.08
BRAZOS COUNTY	2022	0.42941	196,115	76012	N	842.14	0.00	0.00	0.00	0.00	842.14
CITY OF BRYAN	2022	0.62400	196,115	76012	N	1,223.76	0.00	0.00	0.00	0.00	1,223.76
BRYAN ISD	2022	1.13960	196,115	76012	N	2,234,93	0,00	0.00	0.00	0.00	2,234.93
BICIANTOD	LULL		100,710			•					4.601.91

Balance Due As Of 01/31/2023: -301.08

Tender Check

Details 101301

Description

Amount 4601.91 4601.91

Operator tmoore

Batch

44639 (02/03/2023TM)



BRAZOS COUNTY BRYAN, TEXAS

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 3/7/2023

ITEM: • FY 22/23 Budget Amendments 22.01 - 22.02

TO: Commissioners Court

FROM: Nina Payne

DATE: 03/02/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR Request approval.

ALTERNATIVES:

ATTACHMENTS:

<u>File Name</u> <u>Description</u>

 22 Coversheet.pdf
 22 Coversheet
 Cover Memo

 22.01 - 22.02.pdf
 Budget Amendments 22.01 - 22.02
 Backup Material

Type

BRAZOS COUNTY, TEXAS

BUDGET AMENDMENT(S) FOR THE 2022-2023 BUDGET YEAR

NO. 22/23 22.01 – 22.02

On this the 7th day of March 2023 at a regular meeting of the Commissioners' Court, the following members were present:

- A. Duane Peters, County Judge, Presiding
- B. Steve Aldrich, Commissioner, Precinct 1
- C. Chuck Konderla, Commissioner, Precinct 2
- D. Nancy Berry, Commissioner, Precinct 3
- E. Wanda Watson, Commissioner, Precinct 4
- F. Karen McQueen, County Clerk

The following proceedings were held:

THAT WHEREAS, on 7th day of March 2023 the Court heard and approved a budget amendment(s) for the 2022-2023 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 2022, the following amendment(s) to the original budget are hereby authorized, as described on the attached page(s).

ADOPTED AND APPROVED this the 7th day of March 2023.

THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.

Duane Peters, County Judge

By:

Original: County Clerk's Office and

Attached to the original budget

BRAZOS COUNTY, TEXAS

BUDGET AMENDMENTS

No. 22/23 - 22.01 3/7/2023

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
	American Rescue Plan Act				
	Revenue Replacement -				
General Fund	General Government	Discretionary Spending	Expenditure		26,000.00
	American Rescue Plan Act				
	Revenue Replacement -				
General Fund	General Government	Community Support	Expenditure	26,000.00	
	<u> </u>				
<u> </u>					
		·		-	
erican Rescue Plan R	evenue Replacement - Scotty's	House			-
reallocate funds for the	Funding Agreement with Scotty's	s House using American Rescue	Plan Revenue Replacement fund	ing Commissioner's C	Court approved the
ding Agreement on Fel	bruary 28, 2023, agenda item #6.				
				1 ()	
					ola L
	NNF		I X Lu	メノシ	. 3/7/6
te:	2/28/2023		County Judge	Approval	Date

acle Entry Only					
FUND	DIV	ACCT	Change in Budget	ACCOUNT NAME	
01000	116002	59100000	(26,000.00)		
01000	116002	73700000	26,000.00		
		<u>.</u>			

BRAZOS COUNTY, TEXAS

BUDGET AMENDMENTS

No. 22/23 - 22.02 3/7/2023

		3/7/2023			
FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
General Permanent	Commissioner's Court -				
Improvement Fund	Capital	Capital	Expenditure		42,130.00
General Permanent					
Improvement Fund	Facilities Services - Capital	Capital	Expenditure	42,130.00	
		-			
					_
· -					
	· · ·		-		
eneral Permanent Impro	ovement Fund		•	•	
				_	
o reallocate funds to purch	nase a replacement van for Facilit	ies Services. This unit was order	ed in FY 2021, with arrival date	in FY 2023.	
ate:	NNP 2/28/2023		County Judge /		3/7/2 Date

For Oracle Entry Only				<u>.</u>	_
FUND	DIV	ACCT	Change in Budget	ACCOUNT NAME	
45000	63110001	80890000	(42,130.00)		
45000	63170001	80890000	42,130.00		
				_	



BRAZOS COUNTY BRYAN, TEXAS

DEPARTMENT: **Human Resources** NUMBER:

DATE OF COURT MEETING: 3/7/2023

ITEM: • a. Employment & Separations

TO: **Commissioners Court**

03/02/2023 DATE:

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

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

Employment Separations - Public - 03-**Employment & Separations Cover Sheet** Cover Memo

07-2023.pdf



BRAZOS COUNTY BRYAN, TEXAS

DEPARTMENT: Human Resources NUMBER:

DATE OF COURT MEETING: 3/7/2023

ITEM:
• b. Personnel Action Forms

TO: Commissioners Court

DATE: 03/02/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name Description Type

PAF 03-07-2023.docx Cover Sheet Cover Memo

Personnel Change of Status

(Mar 2, 2023)

Commissioners' Court Date:

03-07-2023

Department Submitting Information:

Human Resources

Purpose of Submissions:

Consider and Take Action on Change

Employment

Department Name	Employee Name
Facilities Services - Administration	De La Rosa, Cristina
Texas Indigent Defense Commission Grant	Petrus, Sarah*
Collections	Salinas, Crystal

Separations

Department Name	Employee Name
Pre Trial Bond Supervision	Bowser, Barbara

Approved in Commissioners' Court: 03-07-2023

County Judge's or Commissioner's Signature:

(This Copy to be attached to minutes)

PERSONNEL **CHANGE OF STATUS REQUESTS**

Commissioner Court Date: 03-07-2023

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
Collections	Garcia, Angelina	Change of Status
	Rodriguez Bustamante, Erika	Change of Status
County Attorney	Gribble II, Jerry	Change of Status
	Ha, Sheryl	Change of Status
Fleet Shop – Heavy Equipment	LeFlore, Peyton	Change of Status
Texas Indigent Defense Commission	n Grant	
	Aboellhasan, Yasmeen	Change of Status

Approved in Commissioners' Court: 03-07-2023:

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



BRAZOS COUNTY BRYAN, TEXAS

CLAIMS

COMMISSIONERS COURT MEETING: March 7, 2023

CLAIMS TO BE PAID BY BRAZOS COUNTY:

CLAIMS # 8120815 Thru CLAIM # 8120946

CLAIMS # 9006960 Thru CLAIM # 9007019

The Court voted unanimously to approve these Claims as submitted.

Duane Peters County Judge

Karen McQueen County Clerk



BRAZOS COUNTY BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 3/7/2023

ITEM: Acknowledgement of the Quarterly Investment Report for Quarter Ending 12/31/2022.

TO: Commissioners Court

DATE: 03/02/2023

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR Acknowledgement

ALTERNATIVES:

ATTACHMENTS:

File Name Description Type

DOC056.PDF Quarterly Investment Report for 12/31/2022 Backup Material



Laura Taylor Davis Brazos County Treasurer ldavis@brazoscountytx.gov 200 S. Texas Avenue, Ste 240 Bryan, Texas 77803 Tel: 979-361-4345

DATE:

2/28/2023

TO:

Hon. Duane Peters, County Judge
Hon. Steve Aldrich, Commissioner
Hon. Chuck Konderla, Commissioner
Hon. Nancy Berry, Commissioner
Hon. Wanda Watson, Commissioner

Cheryl Coffman, Administrative Assistant

FROM:

Laura Taylor Davis, County Treasurer

RE:

Quarter Ending 12/31/2022 Investment Report

This report is made in accordance with provisions of Gov. Code 2256, The Public Funds Investment Act, which requires guarterly reporting of investment transactions to the Commissioners' Court.

The Brazos County Investment portfolio earned an average yield of 3.51% on the quarterly average balance of \$22,547,690.02 invested with TexPool, an average yield of 3.80% on the quarterly average balance of \$94,153,808.42 invested with Texas Class, an average yield of 3.30% on the quarterly average balance of \$29,575,880.71 invested with Texas Class Government and an average yield of 3.44% on the quarterly average balance of \$5,117.32 invested with Dreyfus Cash Management Fund for the period ending 12/31/2022. Investment interest earned and received during the quarter was \$1,345,114.67. Actual ending balance invested on 12/31/2022 was \$146,777,365.87.

The average rate of interest earned at the county depository was 1.50%. Interest deposited from PNC for the quarter ending 12/31/2022 was \$261,079.58 for the quarter average depository investable balance of \$95,079,409.15.

Total interest earned for the quarter ending 12/31/2022 was \$1,606,194.25.

Investment Strategy

The Brazos County Investment Strategy remains focused on short-termed investments with the safety of principal as the foremost objective followed by liquidity and yield as per the Brazos County Investment Policy.

Summary of Portfolio Changes

The FOMC raised the federal funds benchmark rate two times this quarter for a total of 125 basis points. The target range at the end of December was 4.25-4.50%.

			2023 INTER								
	TexPool	Int	TX CLASS	Int	TX CLASS Gov	Int	Dreyfus	Int	Checking Acct	Int	Total
	Interest	Rate	Interest	Rate	Interest	Rate	Interest	Rate	Interest	Rate	Interest
Oct-22	55,864.82	2.93	256,730.63	3.23	66,753.73	2,66	12,25	2.83	83,943.00	1,35	396,550.70
Nov-22	66,712.60	3.61	297,717.91	3.85	82,452.98	3.40	14.81	3,53	64,385.47	1.35	428,830.79
Dec-22	76,204.13	3.98	345,982.61	4.32	96,650.93	3.85	17.27	3.97	112,751.11	1.80	534,955.12
Q/E 12/31/2022	198,781.55	3,51	900,431.15	3.80	245,857.64	3.30	44.33	3.44	261,079.58	1,50	1,606,194.2
TD TOTALS	198,781.55	3.51	900,431.15	3.80	245,857.64	3.30	44.33	3.44	261,079,58	1.50	1,606,194,2

Attached are the following reports:

- 1) Summary of Investments by Fund & Strategy
- 2) Investment Summary Quarter End Activity Report
- 3) Weighted Average Maturity & Yield

To the best of our knowledge, the investment portfolio in this report conforms in all respects to the Investment Policy of Brazos County and is being managed under the investment strategy of said policy as approved by the Commissioner's Gourt of Brazos County.

Laura Taylor Davis, County Treasurer, CIO

Jamie Candelaria, Chief Deputy Treasurer

Listin Villarreal, Asst. Deputy Treasurer

Date

3/1/23

Date

			MADIZET HINDERITZED STATESTICS
			ACOUNT CALL BOOK
	9		CETTI E MATIINITY
STMENT	MATURITY & YIE	NG 12/31/2022	CETTIE
BRAZOS COUNTY INVESTMENT	WEIGHTED AVERAGE MATURITY & YIELD	AS OF QUARTER ENDING 12/31/2022	VITALICATION

SECURITY	SETTLE	MATURITY			END BOOK	MARKET	UNREALIZED DAYS TO MATURITY	S TO MATURITY		% OF
TYPE	DATE	DATE	COST	YIELD	VALUE	VALUE	GAIN/LOSS WAM in Days	AM in Days	WAY	PORTFOLIO
LGIP										
TexPool				3.51	22,620,730.31	22,620,730.31	ı	-		15.412%
Texas Class				3.80	94,560,922.70	94,560,922.70	•	₩		64.425%
Texas Class Govt				3.30	29,590,579.09	29,590,579.09		H		20.160%
				[146,772,232.10	146,772,232.10	II.			
MMF										
Dreyfus				3.44	5,133.77	5,133.77	•	ᆏ		0.003%
					ı	•	t			0.000%
				1	•	1	fi			
	PORTFOLI	PORTFOLIO TOTALS			146,777,365.87 146,777,365.87	146,777,365.87	-	1.00	3.654	100%

SUMMARY OF INVESTMENTS BY FUND & STRATEGY

General Fund (0100	0)	CC	<u>IST</u>	Bo	ok Value
	TexPool	\$	22,620,730.31	\$	22,620,730.31
	TX Class	\$	82,302,493.20	\$	82,302,493.20
		\$	104,923,223.51	\$	104,923,223.51
2020 COs (43200)					
	TX Class	\$	10,169,544.45	\$	10,169,544.45
		\$	10,169,544.45	\$	10,169,544.45
STRATEGY TYPE:	OPERATING FUNDS	\$	115,092,767,96	\$	115,092,767.96
GO Debt (41000)			•		
	TX Class	\$	2,088,885.05	\$	2,088,885.05
	Dreyfus Cash Mgmt Fund	\$	5,133.77	\$	5,133.77
	Certificates of Deposits	\$	-		
		\$	2,094,018.82	\$	2,094,018.82
STRATEGY TYPE:	DEBT SERVICE FUNDS	\$	2,094,018.82	\$	2,094,018.82
AMERICAN RESCUE	E PLAN (31000)				
	TX Class Gov	\$	29,590,579.09	\$	29,590,579.09
		\$	29,590,579.09	\$	29,590,579.09
STRATEGY TYPE:	SPECIAL REVENUE FUNDS	\$	29,590,579.09	\$	29,590,579.09

Total Book Value of all funds invested as of 12/31/2022

\$ 146,777,365.87

INVESTMENT SUMMARY QUARTER ENDING 12/31/2022 ACTIVITY REPORT

09/30/22 SEP BALANCE \$ 22,42 0CT BUY/WITHDRAW \$ 22,43 10/31/22 OCT INTEREST \$ 22,43 10/31/22 OCT BALANCE \$ 22,43 NOV BUY/WITHDRAW \$ 22,43 11/31/22 NOV INTEREST \$ 22,54 12/31/22 DEC BUY/WITHDRAW \$ 22,54 12/31/22 DEC INTEREST \$ 7	DATE	DESC.	TEXPOOL	TEXAS CLASS	DREYFUS	TOTAL
OCT BUY/WITHDRAW \$ OCT INTEREST \$ OCT BALANCE \$ NOV BUY/WITHDRAW \$ NOV INTEREST \$ DEC BUY/WITHDRAW \$ DEC BUY/WITHDRAW \$	09/30/22	SEP BALANCE	\$ 22,421,948.76	22,421,948.76 \$ 123,005,213.00	\$ 5,089.44	\$ 145,432,251.20
OCT INTEREST \$ OCT BALANCE \$ NOV BUY/WITHDRAW \$ NOV INTEREST \$ DEC BUY/WITHDRAW \$ DEC BUY/WITHDRAW \$		OCT BUY/WITHDRAW	1	-	\$. \$
OCT BALANCE \$ NOV BUYWITHDRAW \$ NOV INTEREST \$ NOV BALANCE \$ DEC BUYWITHDRAW \$ DEC BUYWITHDRAW \$	10/31/22	OCT INTEREST	\$ 55,864.82	\$ 323,484.36	\$ 12.25	\$ 379,361.43
NOV BUY/WITHDRAW \$ NOV INTEREST \$ NOV BALANCE \$ DEC BUY/WITHDRAW \$ DEC INTEREST \$	10/31/22	OCT BALANCE	\$ 22,477,813.58	22,477,813.58 \$ 123,328,697.36	\$ 5,101.69	\$ 145,811,612.63
NOV INTEREST \$ NOV BALANCE \$ DEC BUYWITHDRAW \$ DEC INTEREST \$		NOV BUY/WITHDRAW	·	- چ	- +	<u>-</u>
NOV BALANCE \$ DEC BUYWITHDRAW \$ DEC INTEREST \$	11/31/22	NOV INTEREST	\$ 66,712.60	\$ 380,170.89	\$ 14.81	\$ 446,898.30
DEC BUY/WITHDRAW \$ DEC INTEREST \$	11/31/22		\$ 22,544,526,18	\$ 123,708,868.25	\$ 5,116.50	5,116.50 \$ 146,258,510.93
DEC INTEREST \$		DEC BUY/WITHDRAW	·	- \$	-	-
The second secon	12/31/22	DEC INTEREST	\$ 76,204.13	\$ 442,633.54	\$ 17.27	\$ 518,854.94
12/31/22 DEC BALANCE \$ 22,63	12/31/22	DEC BALANCE	\$ 22,620,730.31 \$	\$ 124,151,501.79 \$		5,133.77 \$ 146,777,365.87



BRAZOS COUNTY BRYAN, TEXAS

Budget Office DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 3/7/2023

Acknowledgement of FY 2022-2023 Budget to Actuals by Fund as of March 1, 2023. ITEM:

Acknowledgement of FY 2022-2023 Contingency Budget to Actuals by Fund as of March 1,

2023.

TO: **Commissioners Court**

FROM: Nina Payne

DATE: 02/28/2023

FISCAL IMPACT: False

False BUDGETED:

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name **Description Type**

FY 2023 Actuals.pdf FY 2022-2023 Budget to Actuals as of 3/1/2023 **Backup Material**

FY 2022-2023 Contingency Budget to Actuals as of Contingency Actuals FY 2023.pdf **Backup Material**

3/1/2023

Fund: 01000 General Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date	Percent Received
Taxes	109,254,629	116,116,899	127,148,000	94,288,350	74%
Charges for Services	12,187,206	14,007,731	11,771,570	4,417,651	38%
Interest Income	851,666	1,233,588	2,440,000	1,991,083	82%
Other Revenue	2,310,582	2,105,454	1,698,700	305,111	18%
Reserves	-	-	51,760,370	-	-
Intergovernmental	7,384,631	9,344,605	8,916,000	7,650,155	86%
Other Financing Sources	630,708	1,565,379	210,000	20,102	10%
Total Revenue	\$132,619,422	\$144,373,655	\$203,944,640	\$108,672,453	53%

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	Percent Spent
Salaries and Wages	43,230,879	44,652,228	54,453,426	19,113,120	35%
Outside Labor Costs	118,536	186,676	163,000	104,030	64%
Benefits	24,617,595	27,150,252	31,761,343	10,861,137	34%
Discretionary Spending	-	-	22,865,013	-	-
Departmental Support	6,699,037	7,681,618	16,208,929	3,663,108	23%
Repairs and Maintenance	4,054,859	2,354,842	14,599,252	947,121	6%
Minor Acquisitions	(4,884)	-	0	-	-
Contractual Services	6,143,699	8,721,285	6,899,835	2,822,711	41%
Professional Services	4,044,697	4,303,755	12,856,623	2,308,239	18%
Community Contracts	4,325,964	4,615,488	5,717,045	2,822,706	49%
Capital Outlay	5,352,256	5,302,428	16,496,639	2,849,740	17%
Other Financing Uses	1,212,114	4,709,639	21,923,535	294,951	1%
Total Expense	\$99,794,753	\$109,678,212	\$203,944,640	\$45,786,862	22%

Fund: 02000 County Health Endowment

Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date
Interest Income	7,694	1,390	-	-
Intergovernmental	86,174	101,339	-	-
Total Revenue	\$93,869	\$102,730	-	-

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date
Other Financing Uses	-	1,010,633	-	-
Total Expense	-	\$1,010,633	-	-

Fund: 0600 Non Capital

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date
Departmental Support	491,675	279,430	0	-
Repairs and Maintenance	368,095	192,199	0	-
Contractual Services	254,074	283,040	0	-
Professional Services	3,002	161,021	-	-
Other Financing Uses	197,928	-	-	-
Total Expense	\$1,314,774	\$915,691	\$0	-

Fund: 11000 Hotel Occupancy Tax Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date	Percent Received
Taxes	2,261,435	3,360,758	2,600,000	1,139,811	44%
Interest Income	21,684	12,820	3,000	17,431	581%
Other Revenue	750	454	0	750	-
Reserves	-	-	638,788	-	-
Total Revenue	\$2,283,870	\$3,374,031	\$3,241,788	\$1,157,991	36%

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	Percent Spent
Salaries and Wages	134,904	98,264	161,033	32,671	20%
Benefits	64,780	45,799	75,879	16,773	22%
Departmental Support	34,570	178,495	155,930	19,912	13%
Repairs and Maintenance	224,439	21,600	855,000	-	-
Contractual Services	101,016	127,582	201,790	34,159	17%
Professional Services	5,300	5,300	95,319	5,300	6%
Community Contracts	397,979	914,481	800,000	565,710	71%
Capital Outlay	89,640	20,704	896,837	41,123	5%
Other Financing Uses	-	1,165,715	-	-	-
Total Expense	\$1,052,629	\$2,577,941	\$3,241,788	\$715,648	22%

Fund: 12000 State Lateral Road Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date	Percent Received
Interest Income	1,381	276	300	902	301%
Intergovernmental	30,566	30,417	30,000	30,347	101%
Total Revenue	\$31,947	\$30,693	\$30,300	\$31,249	103%

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date
Capital Outlay	-	-	30,300	-
Total Expense	-	-	\$30,300	-

Fund: 13000 Unclaimed Property Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date	Percent Received
Interest Income	2,095	387	200	1,665	833%
Reserves	-	-	65,000	-	-
Total Revenue	\$2,095	\$387	\$65,200	\$1,665	3%

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date
Departmental Support	-	-	65,200	-
Total Expense	-	-	\$65,200	-

Fund: 15000 Law Library Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date	Percent Received
Charges for Services	52,755	28,463	34,000	5,955	18%
Interest Income	390	48	0	18	-
Reserves	-	-	22,000	-	-
Total Revenue	\$53,145	\$28,511	\$56,000	\$5,973	11%

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	Percent Spent
Departmental Support	56,183	59,063	56,000	30,207	54%
Total Expense	\$56,183	\$59,063	\$56,000	\$30,207	54%

Fund: 16000 Local Provider Participation

Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date	Percent Received
Taxes	12,418,831	36,793,246	35,500,000	31,090,650	88%
Interest Income	138,097	50,392	10,000	84,436	844%
Other Revenue	138,214	460,822	460,000	397,231	86%
Reserves	-	-	15,300,000	-	-
Total Revenue	\$12,695,142	\$37,304,461	\$51,270,000	\$31,572,317	62%

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	Percent Spent
Community Contracts	27,192,927	26,568,700	51,250,000	10,972,049	21%
Other Financing Uses	20,000	20,000	20,000	20,000	100%
Total Expense	\$27,212,927	\$26,588,700	\$51,270,000	\$10,992,049	21%

Fund: 17000 Alternative Dispute Resolution Fund

Description	2020-2021 2021-2022 Actual Actual Revenue Revenue		2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date
Charges for Services	39,524	0	0	-
Other Financing Sources	25,000	0	0	-
Total Revenue	\$64,524	\$0	\$0	-

Description	2020-2021 2021-2022 Actual Actual Expenditures Expenditures		2022-2023 Adopted Budget	2022-2023 Expenditures to Date
Community Contracts	64,524	0	0	-
Total Expense	\$64,524	\$0	\$0	-

Fund: 18000 Law Enforcement Education

Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date	Percent Received
Reserves	-	-	65,854	-	-
Intergovernmental	16,866	14,928	14,350	14,872	104%
Total Revenue	\$16,866	\$14,928	\$80,204	\$14,872	19%

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	Percent Spent
Departmental Support	5,780	11,984	80,204	11,871	15%
Total Expense	\$5,780	\$11,984	\$80,204	\$11,871	15%

Fund: 19000 County Records Management Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date
Charges for Services	205,777	23,569	0	273
Interest Income	5,571	935	0	2,709
Reserves	-	-	673,000	-
Other Financing Sources	226,063	42,545	-	-
Total Revenue	\$437,410	\$67,049	\$673,000	\$2,982

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date
Salaries and Wages	150,276	35,086	-	-
Benefits	86,456	21,497	-	-
Departmental Support	6,097	87	673,000	-
Repairs and Maintenance	778	-	-	-
Contractual Services	3,023	524	-	-
Capital Outlay	14,014	-	-	-
Total Expense	\$260,644	\$57,194	\$673,000	-

Fund: 20000 County Clerk Records Management Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date	Percent Received
Charges for Services	333,459	454,677	400,000	121,419	30%
Interest Income	10,710	5,390	1,000	5,837	584%
Reserves	-	-	1,362,000	-	-
Total Revenue	\$344,170	\$460,067	\$1,763,000	\$127,255	7%

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	Percent Spent
Salaries and Wages	97,330	105,859	119,616	44,611	37%
Benefits	59,644	72,410	78,999	25,269	32%
Departmental Support	843	21,476	1,439,045	-	-
Contractual Services	76,923	103,091	125,340	104,969	84%
Total Expense	\$234,740	\$302,836	\$1,763,000	\$174,849	10%

Fund: 20010 County Clerk Archival Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date	Percent Received
Charges for Services	381,325	387,387	390,000	94,900	24%
Interest Income	14,965	5,682	1,000	5,726	573%
Reserves	-	-	1,281,000	-	-
Total Revenue	\$396,290	\$393,069	\$1,672,000	\$100,626	6%

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	Percent Spent
Departmental Support	-	-	1,172,000	-	-
Contractual Services	506,610	299,991	500,000	89,450	18%
Other Financing Uses	172,530	-	-	-	-
Total Expense	\$679,140	\$299,991	\$1,672,000	\$89,450	5%

Fund: 22000 Courthouse Security Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date	Percent Received
Charges for Services	115,216	105,826	86,700	36,465	42%
Interest Income	2,093	180	0	1,734	-
Other Revenue	1,558	-	-	-	-
Reserves	-	-	247,000	-	-
Other Financing Sources	387,223	442,325	294,951	294,951	100%
Total Revenue	\$506,089	\$548,331	\$628,651	\$333,149	53%

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	Percent Spent
Salaries and Wages	274,968	318,556	407,356	153,588	38%
Benefits	123,712	132,453	203,874	65,645	32%
Departmental Support	2,777	5,352	4,410	615	14%
Repairs and Maintenance	8,333	16,733	12,000	4,367	36%
Community Contracts	-	-	1,011	359	36%
Capital Outlay	-	7,100	-	-	-
Total Expense	\$409,790	\$480,194	\$628,651	\$224,574	36%

Fund: 22010 Justice Court Security Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date	Percent Received
Charges for Services	32,852	33,291	31,000	12,598	41%
Interest Income	1,233	236	0	746	-
Reserves	-	-	171,000	-	-
Total Revenue	\$34,085	\$33,527	\$202,000	\$13,343	7%

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date
Repairs and Maintenance	-	7,821	10,000	-
Contractual Services	-	-	10,000	-
Professional Services	-	8,129	57,000	-
Capital Outlay	-	-	125,000	-
Total Expense	-	\$15,950	\$202,000	-

Fund: 23000 District Clerk Records Management Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date
Charges for Services	18,782	61,726	0	0
Interest Income	1,891	334	0	0
Total Revenue	\$20,672	\$62,060	\$0	\$0

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	Percent Spent
Salaries and Wages	-	-	28,666	5,177	18%
Benefits	-	-	2,366	403	17%
Departmental Support	-	-	171,668	-	-
Contractual Services	-	-	23,000	19,989	87%
Professional Services	-	-	29,300	-	-
Capital Outlay	-	-	12,000	-	-
Total Expense	-	-	\$267,000	\$25,570	10%

Fund: 23010 District Clerk Archival Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date
Charges for Services	20,070	5,670	0	0
Interest Income	499	69	0	0
Total Revenue	\$20,569	\$5,739	\$0	\$0

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	Percent Spent
Salaries and Wages	34,348	28,569	28,666	9,064	32%
Benefits	2,900	2,233	2,238	705	32%
Professional Services	-	3,522	3,596	-	-
Total Expense	\$37,248	\$34,324	\$34,500	\$9,769	28%

Fund: 24000 Justice of the Peace Technology Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date
Charges for Services	29,701	28,441	0	0
Interest Income	1,535	276	-	0
Total Revenue	\$31,236	\$28,717	\$0	\$0

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	Percent Spent
Departmental Support	6,014	39,945	169,505	717	0%
Contractual Services	-	798	1,875	889	47%
Professional Services	-	-	24,120	-	-
Total Expense	\$6,014	\$40,743	\$195,500	\$1,606	1%

Fund: 24010 County and District Court Technology Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date
Charges for Services	8,098	9,750	0	0
Interest Income	824	146	0	0
Total Revenue	\$8,922	\$9,896	\$0	\$0

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date
Departmental Support	-	-	114,000	-
Total Expense	-	-	\$114,000	-

Fund: 25000 Forfeiture Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date
Charges for Services	1,777	7,821	0	0
Interest Income	329	58	0	0
Total Revenue	\$2,106	\$7,879	\$0	\$0

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	Percent Spent
Departmental Support	1,762	-	35,000	725	2%
Total Expense	\$1,762	-	\$35,000	\$725	2%

Fund: 26000 District Attorney Hot Check Collections Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date
Interest Income	40	7	0	0
Other Revenue	300	75	0	-
Total Revenue	\$340	\$82	\$0	\$0

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date
Departmental Support	-	-	4,650	-
Total Expense	-	-	\$4,650	-

Fund: 27000 Bail Bond Board Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date	
Interest Income	897	151	0	0	
Other Revenue	2,500	2,000	0	0	
Total Revenue	\$3,397	\$2,151	\$0	\$0	

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date
Salaries and Wages	727	304	4,001	-
Benefits	303	144	1,001	-
Departmental Support	-	274	95,998	-
Total Expense	\$1,031	\$722	\$101,000	-

Fund: 28000 Voter Registration Fund

Description	2020-2021 Actual Revenue	Actual Actual		2022-2023 Actual Revenue To Date
Interest Income	82	13	0	-
Intergovernmental	2,120	33,460	0	-
Total Revenue	\$2,202	\$33,473	\$0	-

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	Percent Spent
Departmental Support	621	1,461	60,345	796	1%
Contractual Services	-	20,201	1,800	20,224	1,124%
Professional Services	-	20,500	-	-	-
Total Expense	\$621	\$42,162	\$62,145	\$21,020	34%

Fund: 29000 Vehicle Inventory Interest

Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date	
Taxes	2,590	3,624	0	0	
Interest Income	8,670	4,142	0	0	
Total Revenue	\$11,260	\$7,767	\$0	\$0	

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	Percent Spent
Salaries and Wages	-	-	11,100	-	-
Benefits	-	-	2,777	-	-
Departmental Support	2,706	5,438	271,373	473	0%
Repairs and Maintenance	-	-	1,000	240	24%
Contractual Services	-	-	2,000	-	-
Professional Services	-	-	7,500	-	-
Capital Outlay	-	-	20,000	-	-
Total Expense	\$2,706	\$5,438	\$315,750	\$713	0%

Fund: 30000 Brazos County Grant Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date
Other Revenue	2,639	-	0	-
Intergovernmental	5,930,595	5,175,775	0	0
Other Financing Sources	489,915	300,769	0	-
Total Revenue	\$6,423,149	\$5,476,543	\$0	\$0

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	Percent Spent
Salaries and Wages	1,648,314	1,328,022	1,944,843	539,373	28%
Outside Labor Costs	15,452	-	-	-	-
Benefits	728,952	640,754	1,039,951	268,847	26%
Departmental Support	332,812	233,515	1,257,236	9,460	1%
Repairs and Maintenance	3,461	937,236	8,150	15	0%
Contractual Services	2,609,061	2,055,371	141,462	56,882	40%
Professional Services	-	3,840	-	-	-
Capital Outlay	1,084,853	322,412	-	127,469	-
Total Expense	\$6,422,905	\$5,521,150	\$4,391,642	\$1,002,046	23%

Fund: 31000 American Rescue Plan Act

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date
Interest Income	1,392	(1,392)	0	-
Intergovernmental	6,582,430	8,445,192	0	0
Total Revenue	\$6,583,821	\$8,443,800	\$0	\$0

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	Percent Spent
Salaries and Wages	-	-	147,962	-	-
Benefits	-	-	52,875	-	-
Discretionary Spending	6,419,821	8,445,192	29,302,163	7,299,824	25%
Departmental Support	84,531	-	-	-	-
Contractual Services	78,078	-	-	-	-
Total Expense	\$6,582,430	\$8,445,192	\$29,503,000	\$7,299,824	25%

Fund: 33000 Sheriff's Office Crime Fund

Description	2020-2021 2021-2022 Actual Actual Revenue Revenue		2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date
Interest Income	885	267	0	0
Other Revenue	330	1,600	0	-
Total Revenue	\$1,215	\$1,867	\$0	\$0

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	Percent Spent
Departmental Support	9,211	85	92,750	2,842	3%
Repairs and Maintenance	-	-	4,000	-	-
Capital Outlay	11,374	-	30,000	-	-
Other Financing Uses	-	10,000	-	-	-
Total Expense	\$20,585	\$10,085	\$126,750	\$2,842	2%

Fund: 34000 District Attorney Crime

Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date	
Charges for Services	77,337	80,558	0	0	
Interest Income	1,796	341	0	0	
Total Revenue	\$79,133	\$80,899	\$0	\$0	

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	Percent Spent
Salaries and Wages	10,812	14,390	20,323	7,897	39%
Benefits	6,860	7,935	9,660	3,126	32%
Departmental Support	6,466	24,089	213,017	4,398	2%
Contractual Services	7,000	314	20,000	180	1%
Capital Outlay	-	5,782	-	-	-
Total Expense	\$31,138	\$52,509	\$263,000	\$15,601	6%

Fund: 35000 Primary Election Services

Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date	
Charges for Services	63,419	38,109	0	0	
Interest Income	141	67	0	-	
Total Revenue	\$63,560	\$38,176	\$0	\$0	

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	Percent Spent
Departmental Support	6,188	8,563	37,600	-	-
Repairs and Maintenance	-	-	1,000	-	-
Contractual Services	2,439	65,448	2,400	7,324	305%
Total Expense	\$8,628	\$74,011	\$41,000	\$7,324	18%

Fund: 39010 Brazos County Housing

Finance Corporation

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date
Charges for Services	2,853	-	0	0
Interest Income	1,713	1,004	0	0
Total Revenue	\$4,566	\$1,004	\$0	\$0

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date
Departmental Support	-	323	4,735	-
Professional Services	1,426	-	104,265	-
Total Expense	\$1,426	\$323	\$109,000	-

Fund: 41000 General Obligation Debt

Service F	und
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Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date
Taxes	11,054,562	10,766,578	0	0
Interest Income	113,026	89,607	0	0
Other Financing Sources	-	1,165,715	0	-
Total Revenue	\$11,167,588	\$12,021,900	\$0	\$0

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	Percent Spent
Debt Service	10,748,560	17,009,447	9,261,000	800	0%
Total Expense	\$10,748,560	\$17,009,447	\$9,261,000	\$800	0%

Fund: 43170 2017 Certificates of

Obligation

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date
Interest Income	31,353	0	0	0
Other Revenue	956	-	0	-
Total Revenue	\$32,308	\$0	\$0	\$0

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	
Capital Outlay	1,748,279	-	-	-	
Other Financing Uses	2,021,092	-	-	-	
Total Expense	\$3,769,371	-	-	-	

Fund: 43200 2020 Certificates of

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Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date
Interest Income	212,534	105,757	0	0
Other Financing Sources	25,800,928	-	-	-
Total Revenue	\$26,013,461	\$105,757	\$0	\$0

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	Percent Spent
Departmental Support	71,109	-	987,592	-	-
Contractual Services	145,000	1,130,456	3,839,519	207,565	5%
Capital Outlay	8,630,076	1,940,552	7,407,889	770,944	10%
Debt Service	126,034	-	-	-	-
Other Financing Uses	10,041,833	-	-	-	-
Total Expense	\$19,014,052	\$3,071,008	\$12,235,000	\$978,509	8%

Fund: 45000 General Permanent Improvement Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date
Other Revenue	-	95,799	-	-
Other Financing Sources	12,883,886	5,473,504	0	-
Total Revenue	\$12,883,886	\$5,569,303	\$0	-

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	Percent Spent
Departmental Support	-	-	11,500,000	-	-
Capital Outlay	3,409,858	11,813,336	18,915,000	485,623	3%
Other Financing Uses	-	24,942	-	-	-
Total Expense	\$3,409,858	\$11,838,278	\$30,415,000	\$485,623	2%

Fund: 50000 Health and Life Insurance

Fund

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date
Charges for Services	60	-	-	-
Interest Income	57,755	11,448	0	0
Other Revenue	21,501,083	20,909,742	0	0
Total Revenue	\$21,558,897	\$20,921,190	\$0	\$0

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	Percent Spent
Salaries and Wages	177,068	215,192	392,736	87,783	22%
Benefits	75,361	60,911	162,470	39,600	24%
Departmental Support	54,080	50,614	876,694	13,183	2%
Repairs and Maintenance	93	93	100	-	-
Contractual Services	19,203,282	17,991,568	24,276,500	8,035,883	33%
Professional Services	187,433	289,964	312,200	136,900	44%
Total Expense	\$19,697,317	\$18,608,343	\$26,020,700	\$8,313,348	32%

Fund: 93000 Regional Mobility Authority

Description	2020-2021 Actual Revenue	2021-2022 Actual Revenue	2022-2023 Adopted Budget	2022-2023 Actual Revenue To Date
Interest Income	694	88	-	0
Total Revenue	\$694	\$88	-	\$0

Description	2020-2021 Actual Expenditures	2021-2022 Actual Expenditures	2022-2023 Adopted Budget	2022-2023 Expenditures to Date	Percent Spent
Salaries and Wages	16,589	10,755	12,122	4,708	39%
Benefits	3,937	2,503	7,114	1,145	16%
Departmental Support	1,438	1,362	3,728	452	12%
Repairs and Maintenance	12	12	23	-	-
Contractual Services	42	42	1,023	16	2%
Professional Services	7,500	7,500	7,500	7,875	105%
Total Expense	\$29,518	\$22,174	\$31,510	\$14,196	45%

Fund: 01000 General Fund - Contingency

Department	2022-2023 Adopted Budget	2022-2023 Contingency Used	2022-2023 Remaining to Date
Pre-Trial Bond Supervision Contingency - 10003000 *	8,867.00	-	8,867.00
Commissioner's Court Contingency - 11001500	4,711,433.00	(353,065.96)	4,358,367.04
District Attorney - Child Protective Services Contingency - 19010000 *	1,900.00	-	1,900.00
Courty Specialty Court Program Contingency - 22700100 *	20,000.00	-	20,000.00
Road and Bridge Contingency - 56001000 *	1,257,800.00	-	1,257,800.00
Total General Fund Contingency	6,000,000.00	(353,065.96)	5,646,934.04

^{*} Can only be used for that program or division

Fund: 11000 HOT Fund Fund - Contingency *

Department	2022-2023 Adopted Budget	2022-2023 Contingency Used	2022-2023 Remaining to Date
HOT Fund Contingency - 11002500	30,000.00	-	30,000.00
Total HOT Fund Contingency	30,000.00	-	30,000.00

^{*} Can only be used for this fund

Fund: 13000 Unclaimed Property Fund - Contingency *

Department	2022-2023 Adopted Budget	2022-2023 Contingency Used	2022-2023 Remaining to Date
Contingeny - 12005000	49,200.00	-	49,200.00
Total Unclaimed Property Fund Contingency	49,200.00	-	49,200.00

^{*} Can only be used for this fund

Fund: 20000 County Clerk Records Management Fund - Contingency *

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Department	2022-2023 Adopted Budget	2022-2023 Contingency Used	2022-2023 Remaining to Date
Contingency - 21005000	1,430,545.00	(325,000.00)	1,105,545.00
Total Count Clerk Records Management Fund Contingency	1,430,545.00	(325,000.00)	1,105,545.00

^{*} Can only be used for this fund

Fund: 20010 County Clerk Archival Fund - Contingency *

Department	2022-2023 Adopted Budget	2022-2023 Contingency Used	2022-2023 Remaining to Date
Contingency - 21006000	1,172,000.00	-	1,172,000.00
Total Count Clerk Archival Fund Contingency	1,172,000.00	-	1,172,000.00

^{*} Can only be used for this fund

Fund: 23000 District Clerk Records Management - Contingency *

Department	2022-2023 Adopted Budget	2022-2023 Contingency Used	2022-2023 Remaining to Date
Contingency - 20005000	171,668.00	(149,231.20)	22,436.80
Total District Clerk Records Management Fund Contingency	171,668.00	(149,231.20)	22,436.80

^{*} Can only be used for this fund

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

Department	2022-2023 Adopted Budget	2022-2023 Contingency Used	2022-2023 Remaining to Date
JP Technology Administration - 24005000	14,547.00	-	14,547.00
JP Technology - JP #1 - 24005100	5,000.00	-	5,000.00
JP Technology - JP #2 - 24005200	500.00	-	500.00
JP Technology - JP #3 - 24005300	5,000.00	-	5,000.00
JP Technology - JP #4 - 24005400	5,000.00	-	5,000.00
Total Justice of the Peace Technology Fund Contingency	30,047.00	-	30,047.00

^{*} Can only be used for this fund and specific divisions

Fund: 25000 Forfeiture Fund - Contingency *

Department	2022-2023 Adopted Budget	2022-2023 Contingency Used	2022-2023 Remaining to Date
Sheriff Forfeiture Fund - 2801000	17,502.00	-	17,502.00
Total Forfeiture Fund Contingency	17,502.00	-	17,502.00

^{*} Can only be used for this fund

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

Department	2022-2023 Adopted Budget	2022-2023 Contingency Used	2022-2023 Remaining to Date
Contingency - 19006000	4,650.00	-	4,650.00
Total District Attorney Hot Check Collections Fund - Contingency	4,650.00	-	4,650.00

^{*} Can only be used for this fund

Fund: 27000 Bail Bond Board Fund - Contingency *

Department	2022-2023 Adopted Budget	2022-2023 Contingency Used	2022-2023 Remaining to Date
Contingency - 12006000	89,338.00	-	89,338.00
Total Bail Bond Board Fund - Contingency	89,338.00	-	89,338.00

^{*} Can only be used for this fund

Fund:28000 Voter Registration Fund - Contingency *

Department	2022-2023 Adopted Budget	2022-2023 Contingency Used	2022-2023 Remaining to Date
Contingency - 13005000	54,645.00	(42,745.00)	11,900.00
Total Voter Registration Fund - Contingency	54,645.00	(42,745.00)	11,900.00

^{*} Can only be used for this fund

Fund: 29000 Vehicle Inventory Interest Fund - Contingency *

Department	2022-2023 Adopted Budget	2022-2023 Contingency Used	2022-2023 Remaining to Date
Contingency - 13006000	244,623.00	-	244,623.00
Total Vehicle Inventory Interest Fund - Contingency	244,623.00	-	244,623.00

^{*} Can only be used for this fund

Fund: 30000 Grant Fund - Contingency *

Department	2022-2023 Adopted Budget	2022-2023 Contingency Used	2022-2023 Remaining to Date
HAVA - General Compliance - 212100	55,000.00	-	55,000.00
Texas Indigent Defense Commission - 272200	1,063,320.00	-	1,063,320.00
Metropolitan Planning - 424100	25,570.00	-	25,570.00
Total Grant Fund Contingency	1,143,890.00	-	1,143,890.00

^{*} Can only be used for this fund and specific divisions

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

Department	2022-2023 Adopted Budget	2022-2023 Contingency Used	2022-2023 Remaining to Date
Contingency - 28050000	29,150.00	-	29,150.00
Total Sheriff's Office Crime Fund Contingency	29,150.00	-	29,150.00

^{*} Can only be used for this fund

Fund: 34000 District Attorney Crime Fund - Contingency *

Department	2022-2023 Adopted Budget	2022-2023 Contingency Used	2022-2023 Remaining to Date
Contingency - 19200100	195,182.00	-	195,182.00
Total District Attorney Crime Fund Contingency	195,182.00	-	195,182.00

^{*} Can only be used for this fund

Fund: 35000 Primary Election Services Fund - Contingency *

Department	2022-2023 Adopted Budget	2022-2023 Contingency Used	2022-2023 Remaining to Date
Contingency - 21130000	30,900.00	(30,300.00)	600.00
Total Primary Election Services Fund Contingency	30,900.00	(30,300.00)	600.00

^{*} Can only be used for this fund

Fund: 43200 2020 Certificates of Obligation - Contingency *

Department	2022-2023 Adopted Budget	2022-2023 Contingency Used	2022-2023 Remaining to Date
Commissioner's Court Contingency - 11001500	987,592.00	(2.00)	987,590.00
Total 43200 2020 Certificates of Obligation Contingency	987,592.00	(2.00)	987,590.00

^{*} Can only be used for this fund

Fund: 45000 General Permanent Improvement Fund - Contingency *

Department	2022-2023 Adopted Budget	2022-2023 Contingency Used	2022-2023 Remaining to Date
Commissioner's Court Contingency - 63110001	11,500,000.00	(45,330.98)	11,454,669.02
Total General Permanent Improvement Fund Contingency	11,500,000.00	(45,330.98)	11,454,669.02

^{*} Can only be used for this fund

Fund: 50000 Health and Life Insurance Fund - Contingency *

Department	2022-2023 Adopted Budget	2022-2023 Contingency Used	2022-2023 Remaining to Date
Group Insurance - Admiration - 64005000	748,272.00	-	748,272.00
Health and Wellness Clinic - 64005100	3,157.00	-	3,157.00
Total Health and Life Insurance Fund Contingency	751,429.00	-	751,429.00

^{*} Can only be used for this fund

Fund: 55000 Jail Commissary Fund - Contingency *

Department	2022-2023 Adopted Budget	2022-2023 Contingency Used	2022-2023 Remaining to Date
Jail Commissary - 28006000	1,131,700.00	(15.00)	1,131,685.00
Total Jail Commissary Fund Contingency	1,131,700.00	(15.00)	1,131,685.00

^{*} Can only be used for this fund

Fund: 58000 County Attorney Operating Fund - Contingency *

Department	2022-2023 Adopted Budget	2022-2023 Contingency Used	2022-2023 Remaining to Date
Contingency - 18006000	57,000.00	-	57,000.00
Total County Attorney Operating Fund Contingency	57,000.00	-	57,000.00

^{*} Can only be used for this fund