MINUTES

APRIL 9, 2024

BRAZOS COUNTY COMMISSIONERS COURT

REGULAR MEETING

A regular meeting of the Commissioners' Court of Brazos County, Texas was held in the Brazos County Commissioners Courtroom in the Administration Building, 200 South Texas Avenue, in Bryan, Brazos County, Texas, beginning at 10:00 a.m. on Tuesday, April 9, 2024 with the following members of the Court present:

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

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

1. Invocation and Pledge of Allegiance

   - U.S. and Texas Flag - Judge Peters

2. Call for Citizen input and/or concerns

   There was no Citizen input.

3. Presentations and/or Discussions

   - Presentation on the Transportation Road Improvement Program - 2022 (TRIP 22), project status report by John Polster and Barry Heard of Innovative Transportation Solutions, Inc.

   John Polster with Innovative Transportation Solutions presented the project status

update on the Transportation Road Improvement Program - 2022 (TRIP).
Mr. Polster stated that in November 2022, the $100,000,000 Road Bond was approved by 67 percent of the voters. Since that time the County has contracted with several engineering firms to begin the Schematic and Environmental Approval process on Inner Loop East, SH 47 and SH 21 Interchange, FM 1688, and SH 30 projects. Mr. Polster added that it is important that the projects continue progressing efficiently, due to rising construction costs.
Commissioner Aldrich questioned the time frame for completion of the projects. Mr. Polster stated that the projects must go through the regulatory process before construction can begin and he further explained the process relative to TxDOT funding. Noting, that the preliminary procedures such as environmental clearance, right-of-way acquisition and utility relocation typically take around 3.5 years to complete. The Court thanked Mr. Polster for his presentation.
A copy of the presentation is attached.

Consider and take action on agenda items: 4 - 28

4. Proclamation 24-013 proclaiming May 21, 2024 as Dedication Day for Tomb of the Unknown Soldier Never Forget Garden Veterans Memorial.

   The Court approved Proclamation 24-013 designating May 21, 2024 as Dedication Day for Tomb of the Unknown Soldier Never Forget Garden Veterans Memorial. The Court joins with the Mayors of the Cities of Bryan and College Station in remembrance of the millions of Americans that fought and died for our freedom. A copy is attached.

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

5. Approval requested for grant application to The NRA Foundation for the Brazos County Attorney's Office Pistol Mounted Optics Program.

   A copy of the grant application is attached.

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

6. Request from Public Defender for the following personnel changes with effective date April 13, 2024. This change will have no impact on the FY 2024 Texas Indigent Defense Commission Grant.
   - a. Increase Public Defender II, B0131-2, from $4,159.62 (biweekly rate) to $4,615.38 (biweekly rate), Full-Time Salary
   - b. Increase Public Defender I, B0132-1, from $3,076.93 (biweekly rate) to $4,038.46 (biweekly rate), Full-Time Salary

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

7. Approval of the Corrected Easement Agreement for Drainage with Piraino Properties, LLC. for the 2.161 acre tract recorded in Volume 17400, Pages 39-46, Official Public Records of Brazos County, Texas. The original agreement was approved in Commissioners Court on September 21, 2021.

   A copy of the corrected agreement is attached.

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

8. Permission to advertise an auction of surplus property.

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

9. Approval requested from the Purchasing Department to declare a list of surplus property as salvage in accordance with Local Government Code 263.152 and authorize destruction or other means of disposal.

   A copy of the surplus property is attached.

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

10. Approval of Deductive Change Order #2 to CIP #23-542 Road & Bridge Equipment Shed to close remaining balance from contingency. Total project amount is $274,554.34.

    A copy of the change order is attached.

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

11. Award of Bid #24-095 Oils & Lubricants. Recommended Award - PetroChoice Dynamo, LLC.

    A copy of the contract and bid tabulation is attached.

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

12. Approval of Engagement Letter and Renewal of Contract #24-111R Actuarial Services with Gabriel, Roeder, Smith & Company.

    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.

13. Award of BID CIP #24-611 Demolition & Removal Services for Multiple County Buildings. Recommended Award - ALBO Construction, LLC.

A copy of the contract and bid tabulation is attached.

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

14. Approval of Change Order #1 to CIP #24-618 Harper's Ferry & Cricket Pass Reconstruction for hydrovac operations and additional services for design revisions in the amount of $20,200.00, increasing the contract total to $48,350.00.

    Commissioner Aldrich thanked Purchasing and Road and Bridge for their efforts in this matter. A copy of the change order is attached.

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

15. Approval of CIP #24-637 Detention Center Master Control Valves Renovations-Architectural Services with Burditt Consultants, in the amount of $45,270.00.

    A copy of the service agreement is attached.

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

16. Approval of Contract #24-638 with Freese and Nichols, Inc. for diagnostic review of the Brazos County Subdivision Regulations and approval of order exempting this contract from competitive bidding. Brazos County is piggybacking from Tarrant County Contract 2020-033.

    A copy of the order and contract is attached.

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

17. Approval of CIP #24-639 JP Pct 3 Evidence Storage Area Design with Burditt Consultants, in the amount of $29,705.00.

    A copy of the contract is attached.

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

18. Approval requested for Smetana RV Resort Development Plan.

    A copy of the plan is attached.

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

19. Consider and take action to close, vacate and abandon a portion of Breckenridge Street (100' right-of-way) located between Block 7 and Block 24 of the town of Millican. Roadway was never built and there is no public interest served by retaining the original right of way. Site is located in Precinct 1.

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

20. Request for approval of acceptance of the road and roadway drainage structures in Cook Crossing Phase 1 into the Brazos County road maintenance system. 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.

21. Approval requested for the following Tax Refund Applications pursuant to Tax Code Section 33.011:
    - a. G.W. & Tonie McDonald
    - b. Leaminda Coker
    - c. Charles Thomas

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

22. Tax Refund Applications for the following:

Overpayments

- a. Irma Guillen - $269.19
- b. Jo A Regan - $104.46
- c. Ming Wiseman - $6.00

Payment in Error

- d. Corelogic - $1,254.72

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

23. Commissioners Court minutes for the following dates:

    - a. March 05, 2024 - Regular Meeting
    - b. March 12, 2024 - Public Hearing
    - c. March 12, 2024 - Regular Meeting
    - d. March 19, 2024 - Regular Meeting
    - e. March 26, 2024 - Regular Meeting

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

24. Budget Amendments.

    - FY 23/24 Budget Amendments 26.01 - 26.07

    26.01 Reallocation of funds for Brazos Center.
    26.02 Reallocation of funds for Sheriff's Office.
    26.03 Transfer funds from Contingency to Purchasing.
    26.04 Transfer funds from Contingency to Brazos Center.
    26.05 To recognize revenue from the SB 22 2023 Rural Law Enforcement Salary Assistance Grant Program for County Attorney.
    26.06 To recognize revenue from the SB 22 2023 Rural Law Enforcement Salary Assistance Grant Program for District Attorney.

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

25. Personnel Change of Status.

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

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

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

26. Payment of Claims.

    Claims

    8201940 - 8202067
    9200766 - 9200828

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

27. Convene into Executive Session pursuant to Texas Government Code §551.072 to deliberate the purchase, exchange, lease, or value of real property.

    At this point, the County Judge announced the Court would consider items 29 through 32 then return to convene into Executive Session.

    Having considered the previously noted agenda items, at 10:37 a.m. the County Judge stated that the Court would convene into Executive Session to deliberate pursuant to Texas Government Code 551.072 as stated above.

The following individuals were asked to stay for the meeting:
Cheryl Coffman, Executive Assistant
Ed Bull, Chief of Staff
Allison Lindblade, Assistant General Counsel
Nina Payne, Budget Officer
Katie Conner, Auditor
Charles Wendt, Purchasing Agent

28. Consider and possible action on Executive Session.

    At 10:58 a.m. the County Judge announced the meeting open to the public and announced that no action would be taken on either one of the Closed Executive Session.

29. Acknowledgement of FY 2023-2024 Budget to Actuals by Fund as of April 3, 2024. Acknowledgement of FY 2023-2024 Contingency Budget to Actuals by Fund as of April 3, 2024.

    The Court acknowledged receipt of the 2023-2024 Budget to Actuals by Fund and Contingency Fund Budget to Actuals as of April 3, 2024.

30. Juvenile director's report on detention population.

    Juvenile Deputy Director of Probation and Parole Services Artis Whetstone reported there are 32 juveniles in the detention center, 24 are male and 8 are female, and 43 have electronic monitors.

31. Sheriff's report on inmate population.

    Sheriff Wayne Dicky stated there are 808 inmates in jail, 681 are male and 127 are female, and 33 have electronic monitors. Commissioner Berry commented on the increase in jail population. Sheriff Dicky responded that they anticipate a continued increase through the summer.

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

    - FY 2025 Budget Instructions and worksheets will be distributed to departments after Commissioners Court. Deadline for departments to complete budget request is set for May 24, 2024.

    Commissioner Aldrich shared that Health District's Men's Health Event was a success, with a great presentation by Dr. Elizondo. He then announced that the Health District will have an Open House on April 11, 2024 from 9:00 a.m. to 3:00 p.m., and the public is encouraged to attend. Commissioner Aldrich added that Aggie Ring Day is this week and to anticipate higher traffic.

33. Adjourn.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 4/9/2024

ITEM:

- Presentation on the Transportation Road Improvement Program - 2022 (TRIP 22), project status report by John Polster and Barry Heard of Innovative Transportation Solutions, Inc.

TO: Commissioners Court

DATE: 03/15/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Brazos_County_TRIP-22_Update_4-9-24_(1).pdf	(TRIP 22) - Project Status Report	Cover Memo

April 9, 2024

Brazos County TRIP-22 Update

Transportation Road Improvement Program: TRIP-22

In November 2022, the voters of Brazos County approved the $100 million TRIP-22 bond program by 67%.

BRAZOS COUNTY TRIP 22

TRANSPORTATION ROAD IMPROVEMENT PROGRAM 2022

TRIP-22 Fund Allocations

BRAZOS COUNTY TRIP 22
TRANSPORTATION ROAD IMPROVEMENT PROGRAM 2022

PROJECT	LIMITS	COUNTY COMMITMENT
Inner Loop East	from SH 6 to W.D. Fitch	$13,000,000
SH 21	at SH 47	$3,000,000
FM 1688	from SH 47 to FM 2818	$16,000,000
FM 2818	from FM 60 to SH 6 North	$6,000,000
FM 2347	at FM 2154	$15,000,000
SH 40	from Arrington Road to SH 6	$16,000,000
SH 30	from Associates Avenue to FM 158	$11,000,000
County Facilities	Various	$20,000,000
	TOTAL	$100,000,000

TRIP-22 Status

BRAZOS COUNTY TRIP 22
TRANSPORTATION ROAD IMPROVEMENT PROGRAM 2022

Projects in Design:

Inner Loop East, SH 47/SH 21, FM 1688, and SH 30

Future Projects:

FM 2818, FM 2347, and SH 40

Inner Loop East

from SH 6 to W.D. Fitch

Engineer:

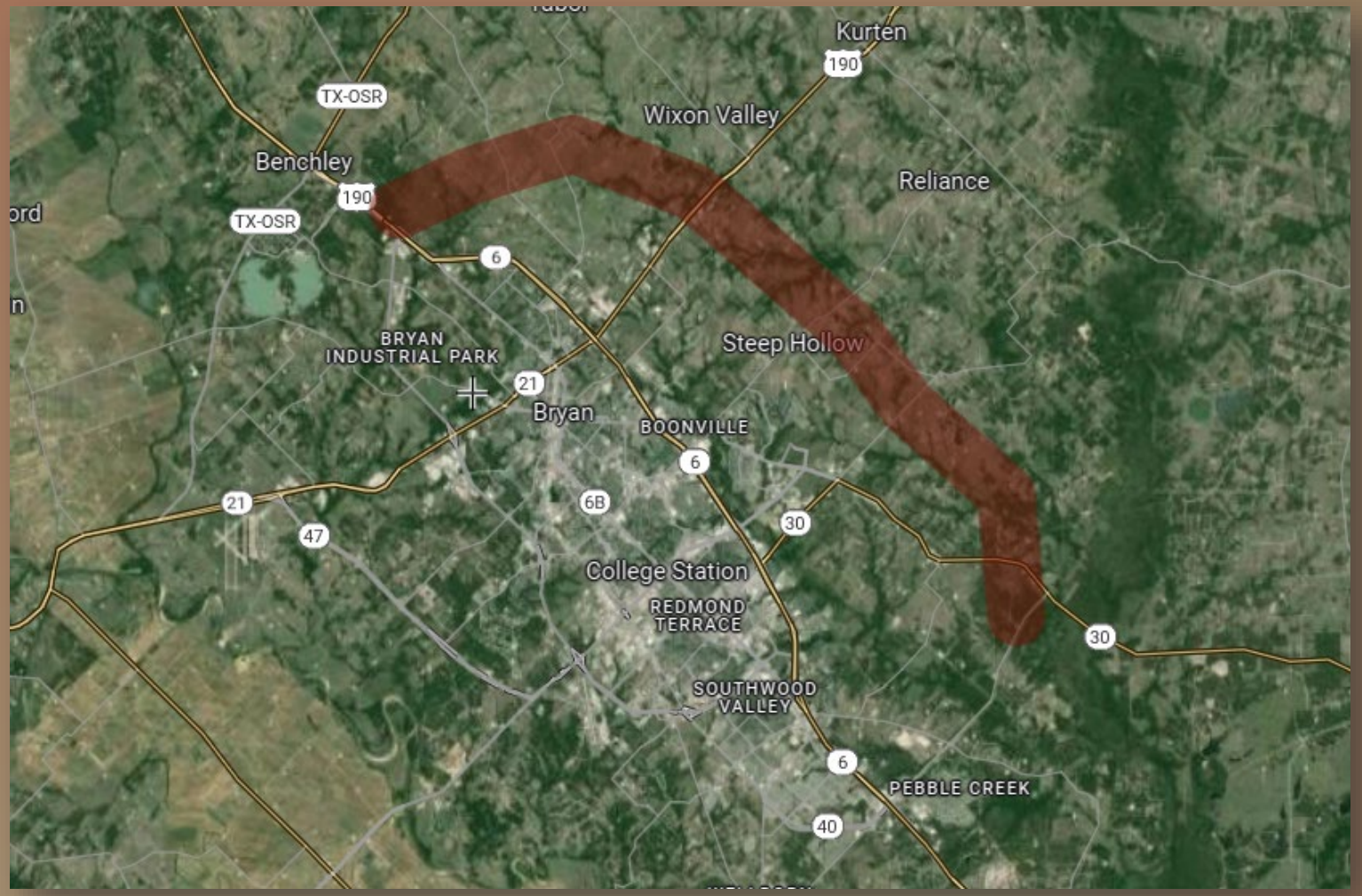
Quiddity Engineering

Schematic Approval:

Spring 2026

Environmental Approval:

Fall 2026



SH 47/SH 21 Interchange

Interchange

Engineer:

Binkley & Barfield

Schematic Approval:

Fall 2025

Environmental Approval:

Winter 2025

FM 1688

from SH 47 to FM 2818

Engineer:

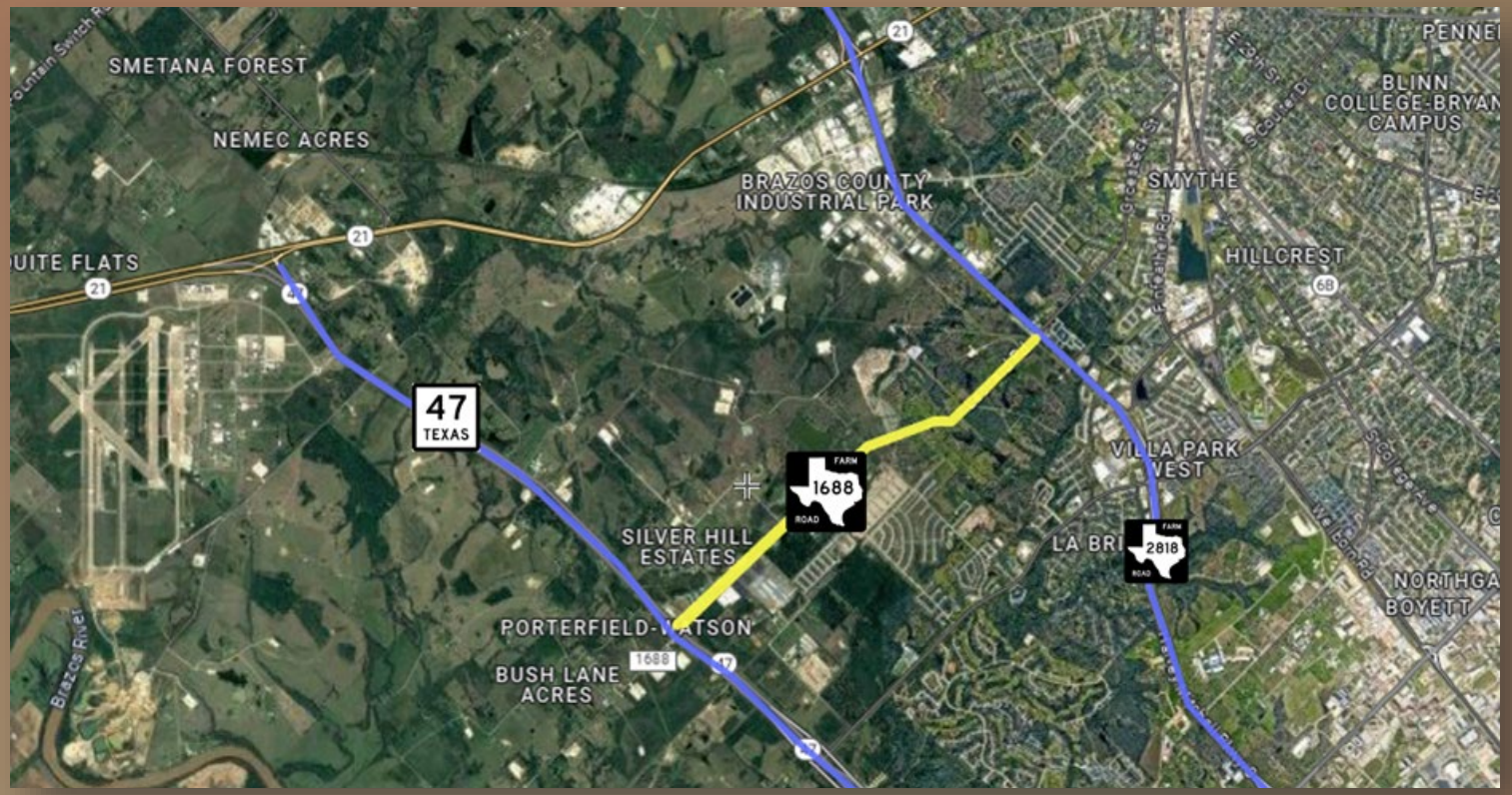
RG Miller

Schematic Approval:

Spring 2025

Environmental Approval:

Winter 2025



SH 30

from Associates Avenue to FM 158

Engineer:

Lamb-Star

Schematic Approval:

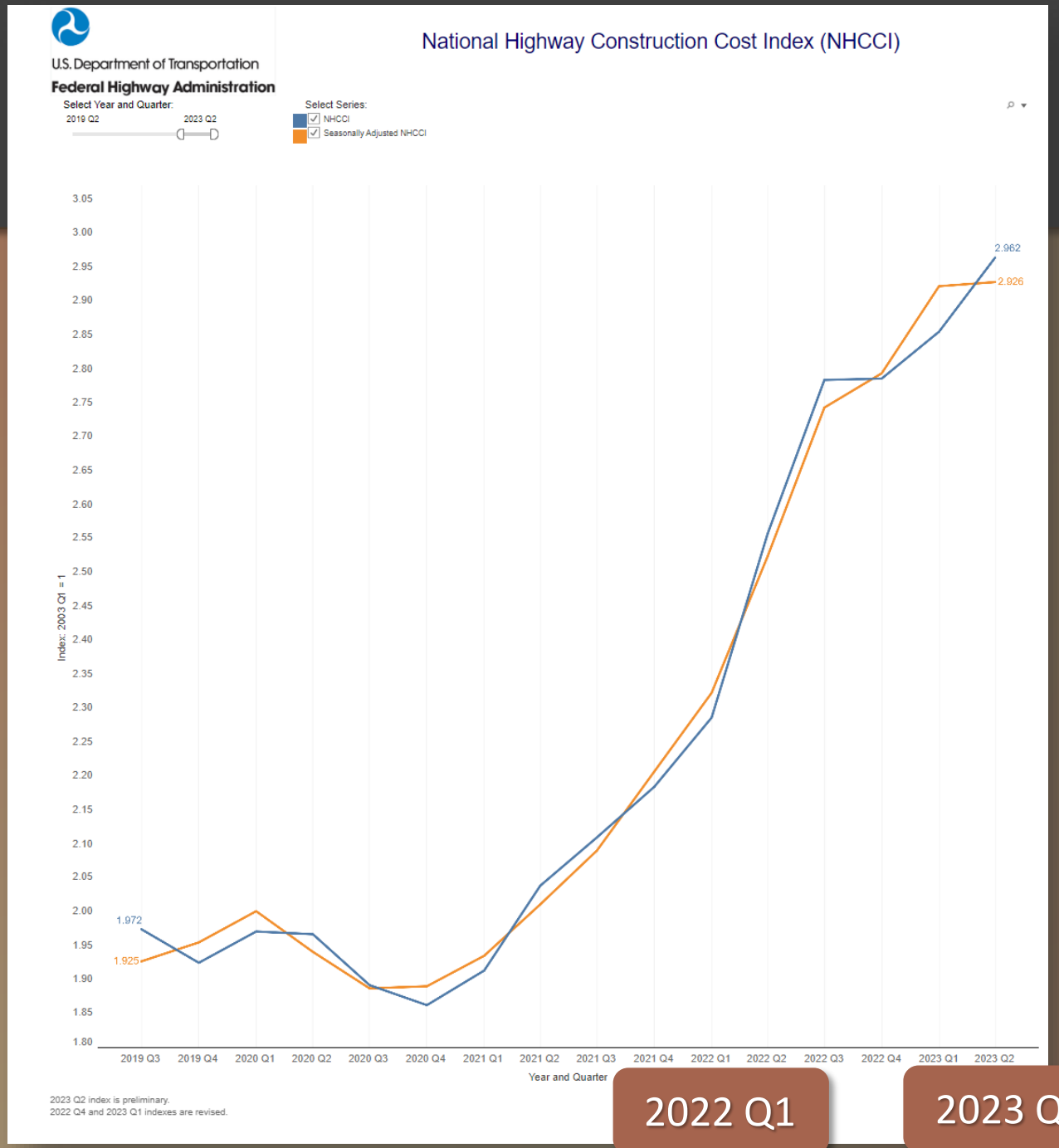
Spring 2025

Environmental Approval:

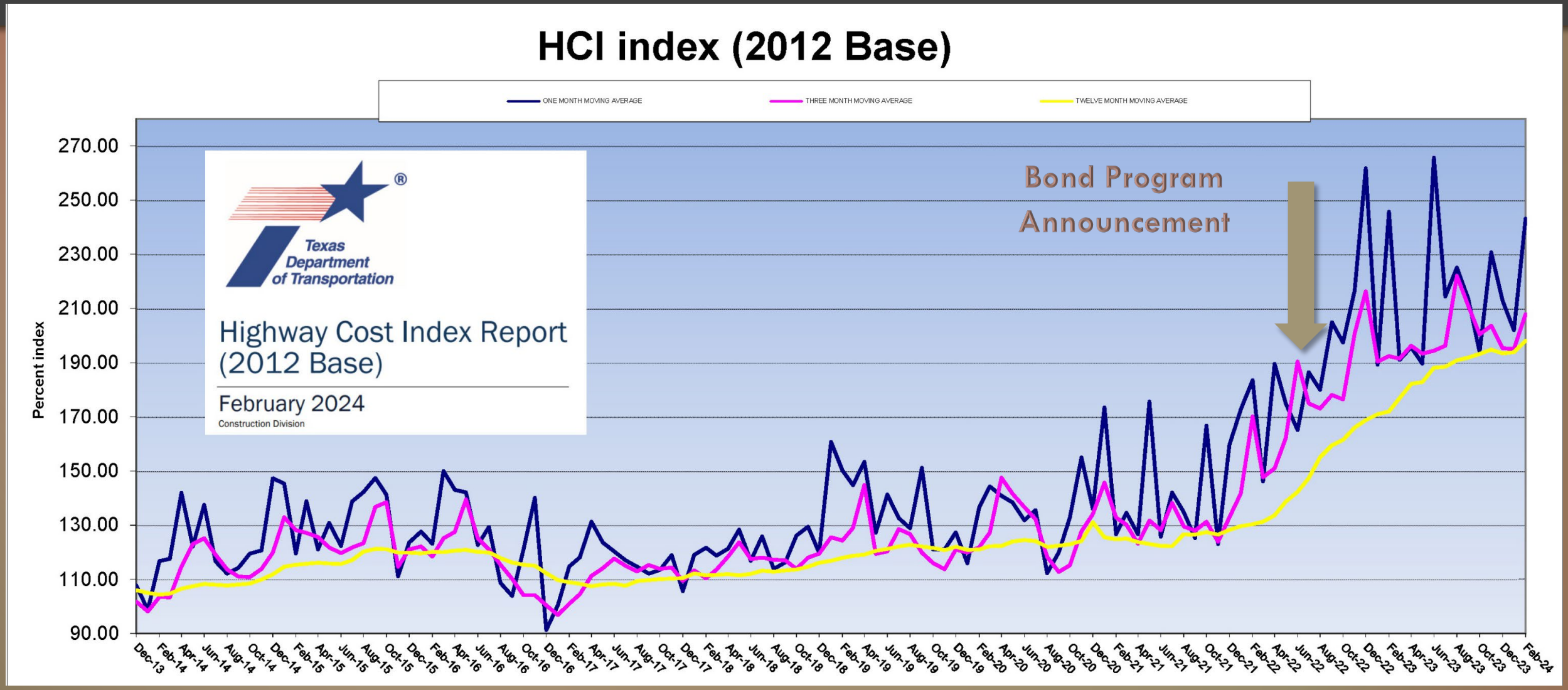
Winter 2025

National Highway Construction Cost Index

Nationally, roadway construction costs have increased approximately 70% since 2022.



Since 2022, TxDOT construction costs have increased by 68%.



QUESTIONS?

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 4/9/2024

ITEM: Proclamation 24-013 proclaiming May 21, 2024 as Dedication Day for Tomb of the Unknown Soldier Never Forget Garden Veterans Memorial.

TO: Commissioners Court

DATE: 03/27/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Veterans_Memorial_-_Never_Forget_Garden_Proclamation.pdf	Veterans Memorial - Never Forget Garden Proclamation	Backup Material

Proclamation

Offices of the County Judge and Mayors

Whereas, For generations, stretching back to the formation of our country, courageous patriots have answered duty's call, willing to give their lives for that which we all hold dear. They fought for our Independence, defended our democracy, and sacrificed for our freedom. Many died unknown to preserve and defend an idea unlike any other in human history – the United States of America.

Whereas, The Brazos Valley Veterans Memorial at Veterans Park has over 20 sites and memorials honoring those who fought in the wars and conflicts dating back to the American Revolution. The Tomb of the Unknown Soldier Never Forget Garden Veterans Memorial acknowledges those who were lost in all of the conflicts memorialized in Veterans Park, giving the ultimate sacrifice of their life and their identity.

Whereas, The Society of the Honor Guard, Tomb of the Unknown Soldier, lead a nationwide campaign to commemorate the 100th anniversary of the Tomb of the Unknown Soldier. The symbolic monument of the Tomb of the Unknown Soldier has national and historic significance to Americans to reflect and remember our unwavering commitment to the principles that define us as Americans and that provokes the patriotic spirit residing deeply in the hearts of Americans.

Whereas, Many individuals and groups have supported this new memorial remembering those who gave their all and died unknown. Americans were encouraged to plant "Never Forget Gardens" as a living tribute to renew our patriotic spirit, mourn the loss of a loved one, and to never, ever, forget or forsake those who have served and sacrificed for America.

Now, Therefore, We, Duane Peters, County Judge of Brazos County, Bobby Gutierrez, Mayor of the City of Bryan, and John Nichols, Mayor of the City of College Station, do hereby issue this proclamation for Dedication Day on May 21, 2024, of the Tomb of the Unknown Soldier Never Forget Garden Veterans Memorial. This Never Forget Garden will help us remember why millions of Americans have fought and died for our liberty and our freedom.

Proclaimed this 21st day of May 2024

BRAZOS COUNTY	CITY OF BRYAN	CITY OF COLLEGE STATION
Duane Peters, County Judge	Bobby Gutierrez, Mayor	John Nichols, Mayor

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	County Attorney	NUMBER:	

DATE OF COURT MEETING:	4/9/2024
ITEM:	Approval requested for grant application to The NRA Foundation for the Brazos County Attorney's Office Pistol Mounted Optics Program.
TO:	Commissioners Court
FROM:	Earl Gray
DATE:	04/04/2024
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00
SOURCE OF FUNDS:	The NRA Foundation partially awarded funding in the amount of $3,050.00. Amount requested was $6,710.00
REQUIREMENTS:	Financial reporting is required after purchase of items with the NRA Foundation funds.
ACTION REQUESTED OR ALTERNATIVES:	Requests approval of County Attorney's grant application to The NRA Foundation for the Brazos County Attorney's Office Pistol Mounted Optics Program.

ATTACHMENTS:

File Name	Description	Type
DOC014.pdf	Grant Application Approval Form and Grant Application Information	Backup Material
DOC015.pdf	The NRA Foundation Award Summary	Backup Material

BRAZOS COUNTY, TEXAS
GRANT APPLICATION APPROVAL FORM

Date: 4-4-2024

Requesting Department: Brazos County Attorney's Office

Grant Title: Brazos County Attorney's Office Pistol Mounted Optics Program

Granting Agency: The NRA Foundation

Amount Requested: $ 6,710.00

Grant Term (Beg/End): 4-01-2024/9-30-2024

Project Description: I propose to update our eleven (11) issued duty pistols from their current iron sight only configuration to add a red dot optic with backup iron sight to the slide. I have been testing with red dot optics pistol over the past two year and I have seen a mesurable 20-30% in effective accuracy when looking at speed, shot placement, and grouping compared to iron sights on a duty pistol which are marked improvement.

Will this grant fund salary & benefits? ☐ Yes ☑ No

Is there County Match requirement? ☐ Yes ☑ No

Are there financial reporting requirements? ☑ Yes ☐ No

Who will do financial reporting? Brazos County Attorney's Office

Are there programmatic reporting requirements? ☐ Yes ☑ No

Who will do programmatic reporting? _____

*Please include all available backup documentation with the approval form. All grants are contracts between Brazos County and the granting agency and should be approved by Commissioners Court prior to the application submission.

_____
Authorized Signature

Approved by Commissioners Court on this 9 day of APRIL 2024.

_____
Commissioners Court Approval

Theresa Turrubiartes

From: Scott Biddle
Sent: Wednesday, March 27, 2024 11:13 AM
To: Theresa Turrubiartes
Subject: NRA grant application

2024 State Fund Grant Application
Grant Number
This will be assigned by NRA Foundation staff. You will use it later in the grant process as a reference number.

24TXE085
Notes to Grantee (ADMIN ONLY)

Applying Organization Information
Organization Name
Brazos County Attorney's Office
Is any person in your organizationalso an officer, director, trustee, or employee of The NRA Foundation, the NRA, or any of the NRA's other affiliated organizations?
Is any person in your organization (including, but not limited to, officers, directors, trustees, employees, etc.) also an officer, director, trustee, or employee of The NRA Foundation, the NRA, or any of the NRA's other affiliated organizations, e.g., th

No
Address 1
300 East 26th Street #1300
Address 2

City
Bryan
State
US-TX
Zip Code
77803
Select Organization Type
Government Entity
Entity Type
Government Entity
If other, please describe

Federal Tax ID Number
74-6000433
W-9, Signed and Dated No More Than Two Years Old
BrazosW-9.pdf
-IRS determined 501 (c) entities must attach their IRS Determination Letter. -Government agencies (Law Enforcement, Public Schools and Colleges, Public Ranges) should attach a letter from their finance office stating the Federal Tax ID number, on agency letterhead, signed and dated by a finance officer.
-State incorporated and registered nonprofits, who are NOT an IRS (c) entity, need to attach a copy of their most recent state registration from the Secretary of State website.

IRS Determination Letter, Or Government Agency Letter Or State Nonprofit Registration
To see examples of these letters go to
http://graphics.nra.org/advancement/Foundation/IRS_501(c)Letter_Ex.pdf or
http://graphics.nra.org/advancement/Foundation/School_District_Letter_Ex.pdf

DOC208.pdf
State Nonprofit Organizations Verification of Federal Tax ID Number
See http://graphics.nra.org/advancement/Foundation/State_Nonprofit_Registration_Ex.pdf for an example.

Grant Proposal Information
*Note: The answer to the question below determines what questions will be asked throughout the remainder of the application. Changing this answer will affect the application form below.
Capital Improvement refers to projects aimed at enhancing a facility, such as upgrading clubhouses or classrooms, installing commercial-grade trap machines of a capacity of 300 clays or more (refer to the Funding Request Development Tool for more details), or undertaking any other permanent improvement on an organization's property. However, it should be noted that this excludes most JROTC air rifle ranges.

Which Best Describes This Grant Request?
Support for Law Enforcement Activities (not a range improvement)
Project Title
Brazos County Attorney's Office Pistol Mounted Optics Program
Overview of the Program
Please give a brief overview of the program associated with this grant request.

I propose to update our eleven issued duty pistols from their current iron sight only configuration to a add a red dot optic with backup iron sight to the slide. I have been testing with red dot optics pistol over the past two years and I have attended three red dot pistol course in the past two years through Glock. I have seen a measurable 20-30% in effective accuracy when looking at speed, shot placement, and grouping compared to iron sights on a duty pistol. Red dot optics are marked improvement over iron sights alone.
Detailed Description for this Project
Please provide a detailed description for this project. How this will this serve the general public or benefit the community at large? What are the goals and objectives of the project? How will this further 2nd Amendment rights for Americans?

I propose a program to replace the rear iron sight of our duty pistols with a red dot optic with rear iron sight. I am a red dot instructor and certified armorer for the Glock platform through Glock. We would have each current duty pistol slide machined to accept a red dot. Our current duty pistols are between 8-18 years old with some acquired in 2005 and others in 2015. It is currently slightly cheaper to modify our current slides than to trade in the pistols for new duty pistols that are already machined to accept a red dot. If an opportunity presents itself to trade our current duty pistols for pistols ready to accept a red dot optic for less than the cost of the slide machining we would go that route. Next we would then acquire and mount the new red dot optic and rear iron sight to each duty pistol. Our current duty holsters should be able to be modified to work with the red dot but will be replaced if necessary. Once the red dot optic equipped duty pistols are ready we would conduct a red dot transition course on the firing range.
Impact of the Program
How will you measure the impact of this project/program? Describe the criteria to be used in determining the success and impact of the project/program. How will this affect the shooting/hunting/2nd Amendment community?

The most immediate benefit would be to the Investigators of the Brazos County Attorney's Office through the increased effective accuracy a red dot optic provides. There are ten criminal and civil courts located within the courthouse. On average there are approximately 200 employees and contractors of Brazos County and 100-600 members of the public in the courthouse depending on the number of courts in session that day. Our agency employs five Peace Officers commissioned as Investigators, two Peace Officers commissioned as Investigators and appointed as Prosecutors, and appoints two Peace Officers employed as district court Bailiffs commissioned as Investigators. Each of our Investigators is issued a duty pistol and they are carried daily. Two additional duty pistols are available in the office as backups. At any given time at least four of our Investigators are inside the courthouse. Having an red dot equipped duty pistol increases our Investigators' ability to safely and effectively deal with an immediate deadly threat inside or outside the courthouse should the need arise. Firearms readiness is essential for the function of a law enforcement agency and the safety of its officers and the community. As the Chief Investigator and Firearms Proficiency Officer I am constantly working to improve our firearms training, skills, confidence, readiness, and effectiveness. The emergence and benefits of the red dot optic cannot be ignored. The improved speed, accuracy of shot placement, and grouping will be measurable and show in firearms training and qualification. I expect to see our Investigators' speed, shot placement, and qualification scores increase using a red dot equipped duty pistol.

Award Recognition
If this request is funded, how will The NRA Foundation and/or its Friends of NRA program by recognized for its contribution?

An engraved plaque recognizing The NRA Foundation and your funding of the Brazos County Attorney's Office Pistol Mounted Optics Program will be delivered to The NRA Foundation headquarters in Fairfax, VA. Additional engraved plaques recognizing the Brazos Valley Friends of NRA and East Texas Friends of NRA for their fundraising work will be presented at the Brazos Valley Friends of NRA 2024 banquet. Media publication of the grant funding for the Brazos County Attorney's Office Pistol Mounted Optics Program will be sought by local print and television media through the issuance of a press release. A grant award flyer will be printed, and copies provided to the Brazos Valley Friends of NRA for use at future meetings and events.
Estimated project or program cost
Numbers only. How much do you estimate the project or program you are applying for will cost? If you are submitting a capital/range improvement request, this number should reflect the ENTIRE project.

$6,710
Project Completion Date
Estimated date in which the project will be completed.

09/30/2024
Revenue Sources
Aside from NRA Foundation grants, how will this project be funded? Describe other sources of revenue such as grants from other organizations, fundraisers, member dues, sponsorships, participation fees, in-kind donations, Pittman-Robertson Funds, etc.

We are a small agency and do not have an officer's association or non-profit fundraising group. Partial funds may be available from monies forfeited through criminal prosecution, but the availability of these funds cannot be predicted or relied upon. If we are awarded all the requested grant funds, we will be able to purchase the red dot optics for all of our existing issued duty pistols at the same time. The estimated completion date is the end of our 2024 fiscal year.
Do you charge a registration or participation fee for the event or program?
N/A
If you answered yes to the question above, what is the registration or participation fee and what does this fee cover?

N/A
Partial Funding
If this grant request is not fully awarded, how will this affect the outcome of the program/project? Will the event/project be able to proceed at all? Would this impact participation fees? How does the organization plan to fill any budgetary shortfalls?

If partial funding is awarded, I will make a request to use any available forfeited funds to make up the difference.
Notes Regarding Request Priority
In addition to setting the priority of items in your grant request, provide any notes regarding the needs of for this project. Example: would prefer 70/30 split of 12GA vs 20GA shells.

The requested amount is the total cost to obtain red dot optics for all of our issued duty pistols at $610 per red dot optic. The first priority would first be the five primary Investigators, followed by the four Investigator/Attorneys and Investigator/Bailiffs, and then the two backups.
Grant Catalog ID**
Click HERE to Access the Grant Catalog.
Each grant must have a unique Grant Catalog ID from this year to be considered for funding. Remember to include all monetary requests as check request items. Please copy and paste the ID into the application.

Helpful instructions for creating the Grant Catalog ID may be found at
https://www.nrafoundation.org/media/koobsipa/instructions-for-grant-catalog.pdf
Grant Catalog ID
This is a unique six character alpha numeric ID generated by the Grant Catalog.

VLCMDS
Participants and Users
Number of Participants
How many people do you expect to participate in the program/event? Numbers only please.

9
Target Audience
Who is the target audience? Will non-club/organization members be allowed to participate? How will this program be marketed or advertised to potential users?

Investigators of the Brazos County Attorney's Office
Which Groups Would Be Affected? Mark All That Apply.
Mark all that apply.

General Public, Law Enforcement
Primary County Served
This primary county determines which state area your grant is placed in. You may select "State Wide" for projects such as State Competitions, State YES, State YHEC, etc.

Brazos, TX
If the request is for a statewide event and your state is divided into more than one area, you must submit an application for each area (SFC).
If the project/program significantly, or equally, benefits people from other counties, you may add up to 4 additional counties served.

Request Contact Information

First Name
Scott
Last Name
Biddle
Email Address
SBiddle@BrazosCountyTX.gov
Secondary Email Address
Only add a different email address. If there is not a second email address, leave blank. Correspondence regarding this request will be sent to this email account in addition to the one listed as the primary address.

TDiaz@BrazosCountyTX.gov
Phone
Format (xxx) xxx-xxxx

(979) 361-4513
Phone Extension, if applicable

Phone Type
Office
Secondary Phone Number
This phone number should be a different number than listed above.

(979) 446-9386
Title/Position Within Organization
Chief Investigator

Scott Biddle
Chief Investigator
Brazos County Attorney's Office
300 East 26th Street #1300
Bryan, TX 77803
Main: 979-361-4300
Direct: 979-361-4513
Fax: 979-361-4357
http://www.BrazosCountyTX.gov/index.aspx?nid=110

THE NRA FOUNDATION
TEACH FREEDOM

HELP

Award Summary

Organization: Brazos County Attorney's Office
Grant Reference Number: 24TXE085

Below you will see all the items you asked for in the grant application. Item descriptions, priority ranking, quantity requested, quantity recommended and the status of that item are listed. The status tells you if you were awarded all quantities of that item (Fully Awarded), some of the quantity requested (Partially Awarded) or none of that item (Not Awarded). You are able to print this list using the print icon at the bottom of this page.

Please review and print the information below. Click "Proceed to Next Step" once you are ready to move on.

Product Award

ITEM DESC.	QTY REQUESTED	QTY AWARDED	STATUS
Thank You Promotional Banner. 60" x 33"	1	1	Fully Awarded

Monetary Award

ITEM DESC.	AMT REQUESTED	AMT AWARDED	STATUS
Red dot optic with rear iron sight and modification to duty pistol	$6,710.00	$3,050.00	Partially Awarded

GO BACK PRINT PROCEED TO NEXT STEP

Progress

1 Award Summary

2 Monetary Award

Monetary Award (Cont'd)

3 Merchandise Award

Shipping Information

Review Shipping

Shipping Payment

4 Recognition

5 Reminder

6 Finished

For questions contact the grant department at 1-800-554-9498 or grantprogram@nrahq.org

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11250 Waples Mill Road, Fairfax, VA 22030

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Budget Office	NUMBER:	

DATE OF COURT MEETING: 4/9/2024

ITEM: Request from Public Defender for the following personnel changes with effective date April 13, 2024. This change will have no impact on the FY 2024 Texas Indigent Defense Commission Grant.

- a. Increase Public Defender II, B0131-2, from $4,159.62 (biweekly rate) to $4,615.38 (biweekly rate), Full-Time Salary
- b. Increase Public Defender I, B0132-1, from $3,076.93 (biweekly rate) to $4,038.46 (biweekly rate), Full-Time Salary

TO: Commissioners Court

FROM: Nina Payne

DATE: 04/03/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

SOURCE OF FUNDS: Fund 30000 - Grant Fund
Division 272200 - Texas Indigent Defense Commission Grant

ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

File Name	Description	Type

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Budget Office	NUMBER:
DATE OF COURT MEETING:	4/9/2024	
ITEM:	Request from Public Defender for the following personnel changes with effective date April 13, 2024. This change will have no impact on the FY 2024 Texas Indigent Defense Commission Grant. • a. Increase Public Defender II, B0131-2, from $4,159.62 (biweekly rate) to $4,615.38 (biweekly rate), Full-Time Salary • b. Increase Public Defender I, B0132-1, from $3,076.93 (biweekly rate) to $4,038.46 (biweekly rate), Full-Time Salary	
TO:	Commissioners Court	
FROM:	Nina Payne	
DATE:	04/03/2024	
FISCAL IMPACT:	False	
BUDGETED:	False	
DOLLAR AMOUNT:	$0.00	
SOURCE OF FUNDS:	Fund 30000 - Grant Fund Division 272200 - Texas Indigent Defense Commission Grant	
ACTION REQUESTED OR ALTERNATIVES:	Request approval.	

ATTACHMENTS:

File Name	Description	Type
PD_Memo_4.3.24.pdf	Public Defender Request	Cover Memo
PD_4.3.24.pdf	Public Defender Calculations	Backup Material

APPROVED

4/9/24

Duane Peters
County Judge

Date

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 4/9/2024

ITEM: Approval of the Corrected Easement Agreement for Drainage with Piraino Properties, LLC. for the 2.161 acre tract recorded in Volume 17400, Pages 39-46, Official Public Records of Brazos County, Texas. The original agreement was approved in Commissioners Court on September 21, 2021.

TO: Commissioners Court

DATE: 04/04/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Corrected_Easement_Agreement_for_Access.pdf	Corrected Easement Agreement for Access	Backup Material
Exhibit_A_-_Drainage_Esmt_21-113.pdf	Exhibit A - Drainage Esmt 21-113	Backup Material

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.

Corrected Easement Agreement for Drainage

Correction Date:	April 9, 2024.
Original Date:	September 21, 2021.
Grantor:	Brazos County
Grantor's Mailing Address:	P.O. Box 914, Bryan, Texas 77806-0914
Grantee:	Piraino Properties LLC, a Texas Limited Liability Company.
Grantee's Mailing Address:	25 Tanager Trl, Conway, AR 72032-8838
RECORDS REF:	BRAZOS CO. Inst. 1448043 Vol: 17400 Pg. 39-46.

Dominant Estate Property: All of the 2.161- acre tract conveyed to Piraino Properties, LLC in Brazos County, Texas, according to the deed thereof recorded in Volume 13131, Page 048, Official Public Records of Brazos County, Texas.

Easement Property: Being a fifteen foot (15') wide private drainage easement in Brazos County, Texas, said easement being more particular described and shown on Exhibit "A" attached hereto and made a part hereof.

Easement Purpose: For the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of surface level and/or underground drainage facilities ("Facilities") to drain surface and storm water off of the Dominant Estate Property.

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Reservations from Conveyance: Grantor reserves the right to use the Easement Property for purposes that do not interfere with the Easement Purpose.

Exceptions to Warranty: Validly existing easements, rights- of- way, and prescriptive rights, whether of record or not and all presently recorded and validly existing instruments, other than conveyances of the surface fee estate that affect the Easement Property.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's

heirs, successors, and assigns an easement over, on, and across the Easement Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to and runs with all or any portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors, and assigns who at any time own the Dominant Estate Property or any interest in the Dominant Estate Property (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Holder's right to use the Easement Properly is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.

4. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and Facilities will be at the sole expense of Holder. The storm sewer pipe within the drainage easement shall be designed and constructed by Grantee, Piraino Properties LLC, to accommodate the 100 year runoff for the full development of the Dominant Estate Property and all of LOT 1, BLOCK 11, BARRON CROSSING Subdivision, City of College Station, Brazos County, Texas, with a minimum of 80% impervious cover. The design of the storm sewer system shall also accommodate the 100 year, full development runoff of the Dominant Estate Property and all of LOT 1, BLOCK 11, BARRON CROSSING Subdivision, City of College Station, Brazos County, Texas, with the hydraulic grade line being maintained below the existing ground elevation. Brazos County shall have the right to connect to the storm sewer system at any point or points within LOT 1, BLOCK 11, BARRON CROSSING Subdivision, City of College Station, Brazos County, Texas. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to conduct, install maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement.

5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Attorney's Fees.* If any party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Brazos County, Texas.

9. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

11. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

12. *Indemnity.* GRANTEE DOES HEREBY AGREE TO FULLY AND COMPLETE INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS GRANTOR FROM AND AGAINST ANY AND ALL CLAIMS, DEMAND, ACTIONS, CAUSE OF ACTION, JUDGEMENTS, SUITS, DEBTS, LIABILITIES, COST, EXPNESES, OR DAMAGES, INCLUDING, BUT NOT LIMITED TO COURT COSTS, ATTORNEY'S FEES, AND JUDGEMENTS INCURRED BY, IMPOSED UPON, OR ASSETED AGAINST GRANTOR

ARISING FROM, INCIDENTAL TO, OR IN ANY WAY RELATED TO ANY INJURY, LOSS, DAMAGE, OR DEATH OR DAMGE TO PROPERTY SUSTAINED BY GRANTOR OR ANY THIRD PARTY BY REASON OF THE CONSTRUCTION, INSTALLATION, IMPORVEMENT, OR MAINTENANCE OF ANY FACILITIES RUNNING UNDER OR ACROSS THE EASEMENT PROPERTY, REGARDLESS OF WHETHER SUCH INJURY WAS DIRECTLY OR INDIRECTLY CAUSED BY ANY NEGLIGENCE ON THE PART OF THE GRANTOR. Each party further agrees to indemnify, defend and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

13. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises that are not in this agreement and any exhibits.

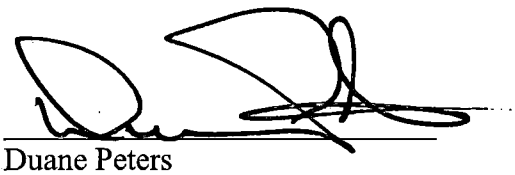
14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

15. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified

mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

16. *Recitals*. Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

17. *Time*. Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.



Date: 4|9|2024

Duane Peters
Brazos County Judge

ATTEST:

Date: 4|9|2024

Karen McQueen
Brazos County Clerk

STATE OF TEXAS)

COUNTY OF BRAZOS)

This instrument was acknowledged before me on APRIL 9, 2024, by DUANE PETERS, County Judge of Brazos County, Texas.

MARSHA ANDERSON
Notary Public, State of Texas
My Comm. Exp. February 15, 2027
Notary ID 13189685-8

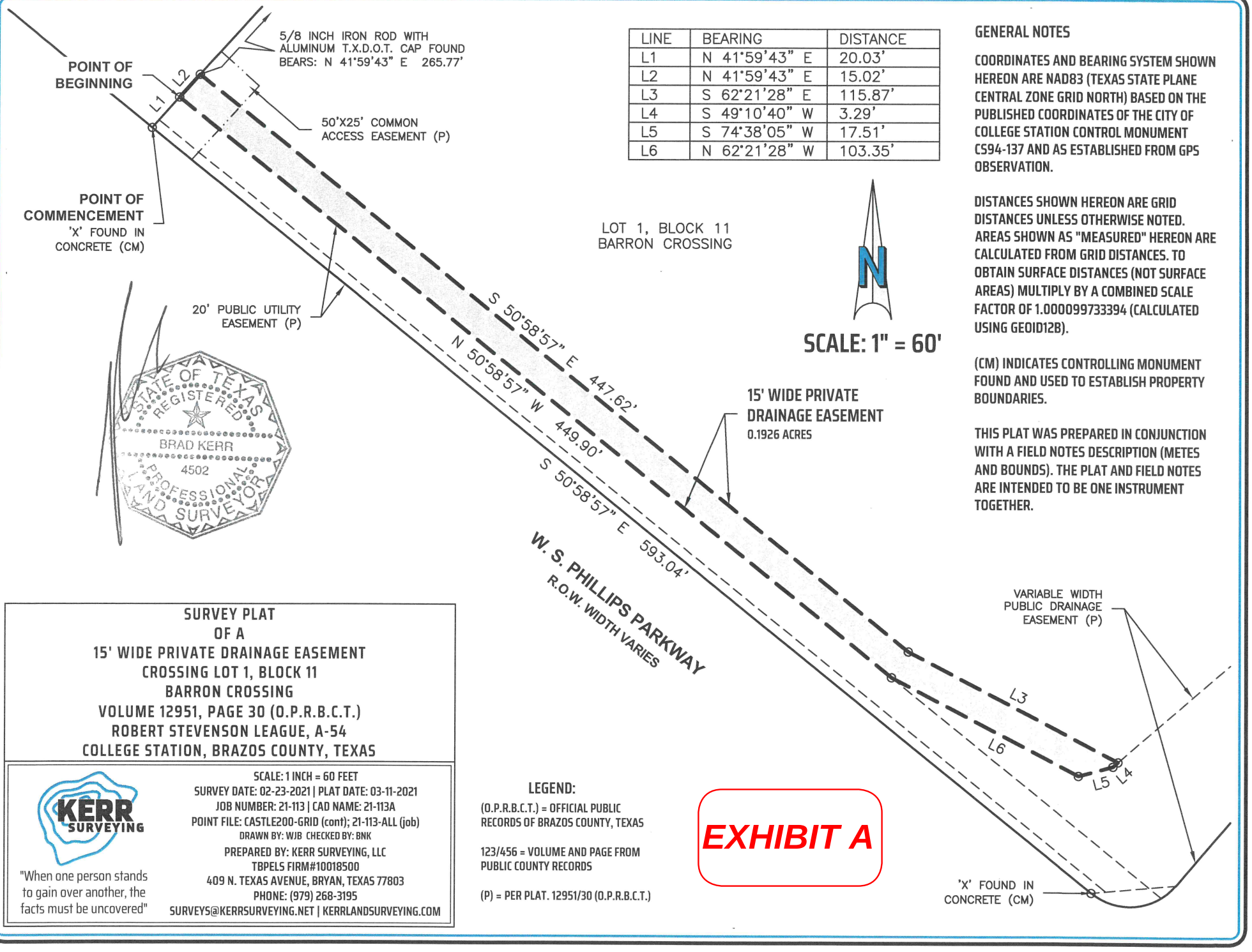
Notary Public, State of Texas
My commission expires: 2/15/27

PREPARED IN THE OFFICE OF:

Murphy Legal
3008 Barron Road
COLLEGE STATION, TX 77845
Tel: (979) 690-0800
Fax: (979) 690-0808

AFTER RECORDING RETURN TO:

Murphy Legal
3008 Barron Road
COLLEGE STATION, TX 77845



LINE	BEARING	DISTANCE
L1	N 41°59'43" E	20.03'
L2	N 41°59'43" E	15.02'
L3	S 62°21'28" E	115.87'
L4	S 49°10'40" W	3.29'
L5	S 74°38'05" W	17.51'
L6	N 62°21'28" W	103.35'

SCALE: 1" = 60'

GENERAL NOTES

COORDINATES AND BEARING SYSTEM SHOWN HEREON ARE NAD83 (TEXAS STATE PLANE CENTRAL ZONE GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF COLLEGE STATION CONTROL MONUMENT CS94-137 AND AS ESTABLISHED FROM GPS OBSERVATION.

DISTANCES SHOWN HEREON ARE GRID DISTANCES UNLESS OTHERWISE NOTED. AREAS SHOWN AS "MEASURED" HEREON ARE CALCULATED FROM GRID DISTANCES. TO OBTAIN SURFACE DISTANCES (NOT SURFACE AREAS) MULTIPLY BY A COMBINED SCALE FACTOR OF 1.000099733394 (CALCULATED USING GEOID12B).

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

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

SURVEY PLAT
OF A
15' WIDE PRIVATE DRAINAGE EASEMENT
CROSSING LOT 1, BLOCK 11
BARRON CROSSING
VOLUME 12951, PAGE 30 (O.P.R.B.C.T.)
ROBERT STEVENSON LEAGUE, A-54
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

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

SCALE: 1 INCH = 60 FEET
SURVEY DATE: 02-23-2021 | PLAT DATE: 03-11-2021
JOB NUMBER: 21-113 | CAD NAME: 21-113A
POINT FILE: CASTLE200-GRID (cont); 21-113-ALL (job)
DRAWN BY: WJB CHECKED BY: BNK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

LEGEND:

(O.P.R.B.C.T.) = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

(P) = PER PLAT. 12951/30 (O.P.R.B.C.T.)

EXHIBIT A

KERR SURVEYING

FIELD NOTES DESCRIPTION
OF A
15' WIDE PRIVATE DRAINAGE EASEMENT
CROSSING LOT 1, BLOCK 11, BARRON CROSSING
ROBERT STEVENSON LEAGUE, ABSTRACT 54
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 15' WIDE PRIVATE ACCESS EASEMENT IN THE ROBERT STEVENSON LEAGUE, ABSTRACT 54, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, CROSSING LOT 1, BLOCK 11, BARRON CROSSING AS SHOWN ON THE PLAT RECORDED IN VOLUME 12951, PAGE 30 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an 'X' found in concrete on the northeast line of W. S. Phillips Parkway (right-of-way width varies) marking the most westerly corner of said Lot 1, from which an 'X' found in concrete marking the southwest corner of said Lot 1 bears S 50° 58' 57" E a distance of 593.04 feet;

THENCE, with the northwest line of said Lot 1, N 41° 59' 43" E a distance of 20.03 feet for the most northerly corner of a 20' wide public utility easement created by said plat and the **POINT OF BEGINNING** hereof;

THENCE, continuing with the northwest line of said Lot 1, **N 41° 59' 43" E** for a distance of **15.02** feet, from which a 5/8 inch iron rod with aluminum TXDOT cap found bears N 41° 59' 43" E a distance of 265.77 feet;

THENCE, through said Lot 1, 15 feet from and parallel to the northeast line of said public utility easement, **S 50° 58' 57" E**, for a distance of **447.62** feet;

THENCE, continuing through said Lot 1, **S 62° 21' 28" E**, for a distance of **115.87** feet to the north line of a variable width public drainage easement created by said plat;

THENCE, along the north line of said variable width public drainage easement for the following three (3) courses and distances:

1) **S 49° 10' 40" W** for a distance of **3.29** feet;
2) **S 74° 38' 05" W** for a distance of **17.51** feet;

3) **N 62° 21' 28" W** for a distance of **103.35** feet to the most westerly north corner of said variable width public drainage easement on the northeast line of said public utility easement;

THENCE, with the northeast line of said public utility easement, **N 50° 58' 57" W,** for a distance of **449.90 feet** to the **POINT OF BEGINNING** hereof, and containing 0.1926 acres, more or less.

Surveyed on the ground February 2021 under my supervision. See plat prepared February 2021 for other information. The bearing basis for this survey is based on The Texas 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 grid distances. To obtain surface distances (not areas) multiply by a combined scale factor of 1.000099733394 (calculated using geoid12b). Reference drawing: 21-113A.

3/11/21

Brad Kerr
Registered Professional Land Surveyor No. 4502

STATE OF TEXAS
REGISTERED
BRAD KERR
4502
PROFESSIONAL
LAND SURVEYOR

KERR SURVEYING
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

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 4/9/2024

ITEM: Permission to advertise an auction of surplus property.

TO: Commissioners Court

FROM: Josue Loyola

DATE: 04/04/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Permission_to_Advertise.pdf	Permission to Advertise.	Backup Material

Brazos County
Purchasing Department

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

BRAZOS COUNTY
AUCTION DOCUMENTATION SHEET

The Purchasing Department would like to request Commissioner's Court approval to advertise the following:

DATE: April 9th , 2024

AUCTION RUN DATES: Start April 19th, 2024 – May 3rd, 2024

REQUESTING DEPARTMENT: Purchasing

TYPES OF ITEMS BEING AUCTIONED: Furniture, Computers, Equipment, Misc. Items

APPROVAL SIGNATURE: _____
Duane Peters, County Judge

DATE APPROVED: April 9, 2024

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 4/9/2024

ITEM: Approval requested from the Purchasing Department to declare a list of surplus property as salvage in accordance with Local Government Code 263.152 and authorize destruction or other means of disposal.

TO: Commissioners Court

FROM: Brazos County

DATE: 04/03/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
April_Destruction.pdf	Destruction List	Backup Material

April Destruction					
Fleet	Fleet/R&B	N/A	N/A	Equipment	5 Setina Police Partitions & 6 Plastic Back Seats
Fleet	Fleet/R&B	N/A	N/A	Equipment	Police Partition
Surplus Admin	IT Department	N/A	N/A	Furniture	6 cubicle walls and various parts
Surplus Admin	Const. Pct. 2	CAP0000127	SF151800174	Electronics	WorkCentre 5875
Surplus Admin	Records Mgmt.	CAP0000152	N/A	Electronics	Xerox WorkCentre 5955
Surplus Admin	Assoc. Ct. 1	CAP0000150	A2M652472	Electronic	Xerox WorkCentre 5955
Surplus Admin	JP #3	CAP0000129	A2M643499	electronic	Xerox WorkCentre 5955

Approved by Commissioner's Court on this 9 day of APRIL, 2024 by

_____ holding the position of COUNTY JUDGE

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 4/9/2024

ITEM: Approval of Deductive Change Order #2 to CIP #23-542 Road & Bridge Equipment Shed to close remaining balance from contingency. Total project amount is $274,554.34.

TO: Commissioners Court

FROM: Presley Nelson

DATE: 04/03/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Change_Order_#2.pdf	Change Order #2	Backup Material

AGGIELAND CONSTRUCTION

APPROVED
NAME: Trevor Lansdown DATE: 04/01/2024

CHANGE ORDER

PROJECT: BRAZOS COUNTY ROAD & BRIDGE
SUBCONTRACT NO.: 23-542

CHANGE ORDER NO: ONE (1)

CONTRACT DATE: SEPTEMBER 5, 2023

DATE: MARCH 27, 2024

TO: BRAZOS COUNTY
200 SOUTH TEXAS AVE.
BRYAN, TX 77803

FROM: AGGIELAND CONSTRUCTION
PO BOX 271
WELLBORN, TX 77881

DESCRIPTION:

- DEDUCTIVE CO FROM OWNER CONTINGENCY TO ZERO REMAINING BALANCE $ (7,440.00)

SUBTOTAL:	$	(7,440.00)
TAX:	$	-
TOTAL:	$	(7,440.00)

PRICE: $ (7,440.00) (EXEMPT)

ORIGINAL CONTRACT AMOUNT	$	290,590.46
AMOUNT OF APPROVED CHANGE ORDERS TO DATE	$	(6,036.12)
AMOUNT OF APPROVED AUCS TO DATE (THRU AUC #02)	$	(2,560.00)
AMOUNT OF THIS CHANGE ORDER ~~(INCREASED)~~ (DECREASED)	$	(7,440.00)
NEW CONTRACT AMOUNT	$	274,554.34
THE CONTRACT TIME WILL BE ~~(INCREASED) (DECREASED)~~ BY		(0) DAYS

AGGIELAND CONSTRUCTION:
BY: _____
DATE: _ MARCH 27, 2024__
TITLE: __VICE PRESIDENT, CONSTRUCTION__

COUNTY:
BY: _____
DATE: APRIL 9, 2024
TITLE: COUNTY JUDGE

ARCHITECT:
BY: _____
DATE: 03/27/2024
TITLE: Vice President

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 4/9/2024

ITEM: Award of Bid #24-095 Oils & Lubricants. Recommended Award - PetroChoice Dynamo, LLC.

TO: Commissioners Court

FROM: Celina Nava

DATE: 03/21/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Bid-_PetroChoice.pdf	Bid Tabulation	Backup Material
Bid-_PetroChoice.pdf	Bid	Backup Material

Tabulation
24-095 Oils & Lubricants
April 1, 2024 through March 31, 2026

Item #	Estimated QTY	Description	CR Texas	HJDJ American Lube Supply, Inc	PetroChoice Dynamo, LLC	Safety-Kleen Systems Inc	Arnold Oil Company of Austin
		MOTOR OIL 15W - 40 55-GAL. DRUMS					
1	700 GALLONS	PRICE PER 55 GAL DRUM	$714.00	$799.99	$596.36	$565.00	$636.73
		UNIT PRICE PER GALLON	$12.98	$14.55	$10.84	$10.27	$15.21
		TOTAL EXTENDED COST USING EST. QUANTITY	$9,087.27	$10,360.87	$7,586.04	$7,190.91	$10,649.29
		BRAND NAME	HonR	BelRoyalty Parion Syntic Blend CK4	DPLX 21C DEZOL 15W40	Performance Plus Part# 3102256	Chevron Urso 1540 SuperPlus
		DRUM DEPOSIT	$0.00	$0.00	$0.00	$0.00	$0.00
		SYNTHETIC BLEND MOTOR OIL: 5W - 20 55 GAL. DRUM					
2	700 GALLONS	PRICE PER 55 GAL DRUM	$1,175.00	$999.99	$438.43	$465.00	$668.57
		UNIT PRICE PER GALLON	$21.36	$12.73	$7.97	$8.45	$12.16
		TOTAL EXTENDED COST USING EST. QUANTITY	$14,954.55	$9,099.87	$5,580.02	$5,918.18	$8,509.07
		BRAND NAME	Chevron	BelRay6RX Synth. Blend	Medallion Plus SB 5W20	Performance Plus Part# 3103306	ChevronSupreme Synthetic Blend 5W-20
		DRUM DEPOSIT	$0.00	$0.00	$0.00	$0.00	$0.00
		SYNTHETIC BLEND MOTOR OIL: 5W - 30 55 GAL. DRUM					
3	500 GALLONS	PRICE PER 55 GAL DRUM	$587.00	$999.99	$435.26	$470.00	$668.57
		UNIT PRICE PER GALLON	$12.67	$12.73	$7.91	$8.55	$12.16
		TOTAL EXTENDED COST USING EST. QUANTITY	$9,336.00	$6,299.91	$3,957.18	$4,277.72	$6,977.91
		BRAND NAME	HonR	BelRay6RX Synth. Blend	Medallion Plus SB 5W30	Performance Plus Part# 3103306	ChevronSupreme Synthetic Blend 5W-30
		DRUM DEPOSIT	$0.00	$0.00	$0.00	$0.00	$0.00
		FULL SYNTHETIC MOTOR OIL: 0W- 20 55 GAL. DRUM					
4	500 GALLONS	PRICE PER 55 GAL DRUM	$745.25	$999.99	$665.50	$575.00	$1,218.94
		UNIT PRICE PER GALLON	$13.55	$18.36	$12.10	$10.45	$22.16
		TOTAL EXTENDED COST USING EST. QUANTITY	$9,775.00	$6,099.91	$6,050.00	$5,277.28	$11,081.27
		BRAND NAME	HonR	BelRay6RXElite Full Syn. Dexos	Medallion Plus Dexos 1 0W20	Performance Plus Part# 3103330	Valvoline Full Synthetic
		DRUM DEPOSIT AMOUNT	$0.00	$0.00	$0.00	$0.00	$0.00
		TRACTOR HYDRAULIC FLUID SAE 10W 55 GAL. DRUM					
5	700 GALLONS	PRICE PER 55 GAL DRUM	$712.00	$549.99	$499.06	$525.00	$650.00
		UNIT PRICE PER GALLON	$12.95	$10.00	$9.07	$9.55	$15.45
		TOTAL EXTENDED COST USING EST. QUANTITY	$9,061.00	$7,149.87	$6,351.67	$6,681.82	$10,818.18
		BRAND NAME	HonR	BelRay Premium Tractor Hydraulic	DPLX 21C Premium Tractgard	Performance Plus Part# 3101483	Chevron THF 1000
		DRUM DEPOSIT AMOUNT	$0.00	$0.00	$0.00	$0.00	$0.00
		TRACTOR HYDRAULIC FLUID SAE 10W 5 GAL. PAIL					
6	75 GALLONS	PRICE PER 5 GAL. PAIL	$93.75	$83.99	$53.34	$51.50	$81.17
		UNIT PRICE PER PAIL	$10.75	$10.80	$10.67	$10.30	$16.23
		TOTAL EXTENDED COST USING EST. QUANTITY	$806.25	$806.85	$800.16	$772.50	$1,217.39
		BRAND NAME	HonR	BelRay Premium Tractor Hydraulic	DPLX 21C Premium Tractgard	Performance Plus Part# 3102182	Chevron THF 1000
		DRUM/PAIL DEPOSIT AMOUNT	$0.00	$0.00	$0.00	$0.00	$0.00
		EQUIPMENT HYDRAULIC FLUID: AW ISO 46 55 GAL. DRUM					
7	500 GALLONS	PRICE PER 55 GAL DRUM	$593.45	$499.99	$364.21	$457.50	$596.75
		UNIT PRICE PER GALLON	$10.76	$9.09	$6.59	$8.32	$10.85
		TOTAL EXTENDED COST USING EST. QUANTITY	$5,385.00	$4,499.91	$3,492.82	$4,322.73	$5,425.00
		BRAND NAME	HonR	BelRay Premium AW Hydraulic Oil	DPLX 21C Hydra ISO 46	Performance Plus Part# 3101480	Valvoline
		DRUM DEPOSIT	$0.00	$0.00	$0.00	$0.00	$0.00
		EQUIPMENT HYDRAULIC FLUID: AW ISO 68 55 GAL. DRUM					
8	500 GALLONS	PRICE PER 55 GAL DRUM	$593.45	$499.99	$388.06	$480.00	$596.75
		UNIT PRICE PER GALLON	$10.76	$9.09	$7.06	$8.73	$10.85
		TOTAL EXTENDED COST USING EST. QUANTITY	$5,385.00	$4,499.91	$3,527.82	$4,363.64	$5,425.00
		BRAND NAME	HonR	BelRay Premium AW Hydraulic Oil	DPLX 21C Hydra ISO 68	Performance Plus Part# 3101481	Valvoline
		DRUM DEPOSIT	$0.00	$55.00	$0.00	$0.00	$0.00
		TRANSMISSION FLUID: DIRECT DRIVE WEIGHT T.84 30 W 55 GAL. DRUM					
9	500 GALLONS	PRICE PER 16 GAL. DRUM	$805.75	$529.99	$663.76	$720.00	$936.31
		UNIT PRICE PER GALLON	$14.65	$15.09	$12.42	$13.09	$17.02
		TOTAL EXTENDED COST USING EST. QUANTITY	$7,325.00	$7,489.91	$6,216.27	$6,545.45	$8,511.93
		BRAND NAME	HonR	Bel Ray TO-4 Transp	DPLX 21C TO-4 50WT	Performance Plus Part# 3102431	Chevron Torq Force
		DRUM DEPOSIT	$0.00	$0.00	$0.00	$0.00	$1.00
		UNIVERSAL GEAR LUBRICANT: SAE 85-140W GL5 16 GAL KEG					
10	250 GALLONS	PRICE PER 16 GAL. KEG	$237.00	$302.84	$230.83	N/A	$322.50
		UNIT PRICE PER GALLON/KEG	$14.81	$18.93	$14.41	N/A	$20.16
		TOTAL EXTENDED COST USING EST. QUANTITY	$3,703.13	$4,845.76	$3,693.58	N/A	$5,039.84
		BRAND NAME	HonR	Bel Ray GLS Gear Oil	DPLX 21C Rigel 85W140	N/A	Valvoline
		DRUM/KEG DEPOSIT AMOUNT	$0.00	$0.00	$0.00	N/A	$0.00
		UNIVERSAL GEAR LUBRICANT: SAE 85-140W GL5 5 GAL. PAILS					
11	15 PAILS	PRICE PER 5 GAL. PAILS	$82.30	$81.43	$75.81	$75.00	$98.69
		UNIT PRICE PER GALLON	$16.46	$16.29	$15.16	$15.00	$19.74
		TOTAL EXTENDED COST USING EST. QUANTITY	$1,234.50	$1,221.45	$1,137.15	$1,125.00	$296.07
		BRAND NAME	HonR	Bel Ray GLS Gear Oil	DPLX 21C Rigel 85W140	Performance Plus Part# 3101866	Valvoline
		DRUM/KEG DEPOSIT	$0.00	$0.00	$0.00	$0.00	$0.00

12	250 GALLONS	**FULL SYNTHETIC GEAR LUBRICANT: 80W-140 15 GAL. KEG**					
		PRICE PER 15 GAL. KEG	$294.00	$873.71	$529.14	N/A	$781.88
		UNIT PRICE PER GALLON	$15.88	$42.11	$33.07	N/A	$46.87
		TOTAL EXTENDED COST USING EST. QUANTITY	$3,969.00	$10,799.36	$8,267.61	N/A	$12,216.88
		BRAND NAME:	HonR	DA Lubricants Synsure2 80w140	DPLX 21C Synzol 80w140	N/A	Chevron
		DRUM DEPOSIT	$0.00	$0.00	$0.00	N/A	$0.00
13	300 GALLONS	**AUTOMATIC TRANSMISSION FLUID: DEXTRON IIIMERCON ATF 55 GAL. DRUM**					
		PRICE PER 55 GAL DRUM	$808.00	$878.57	$536.84	$515.00	$1,156.36
		UNIT PRICE PER GALLON	$14.69	$12.34	$9.76	$9.36	$21.03
		TOTAL EXTENDED COST USING EST. QUANTITY	$4,410.00	$4,871.42	$2,927.13	$2,809.09	$6,307.53
		BRAND NAME:	HonR	BelRay DIM ATF	Medallion Plus MP ATF	Performance Plus Part# 3101051	Valvoline
		KEG DEPOSIT	$0.00	$0.00	$0.00	$0.00	$0.00
14	300 GALLONS	**SYNTHETIC AUTOMATIC TRANSMISSION FLUID: TES 295 FLUID 55 GAL. DRUM**					
		PRICE PER 55 GAL DRUM	$911.35	$1,114.29	$1,589.51	$1,060.00	$1,712.38
		UNIT PRICE PER GALLON	$16.57	$20.26	$28.92	$19.27	$31.13
		TOTAL EXTENDED COST USING EST. QUANTITY	$4,971.00	$6,685.74	$8,555.51	$5,781.82	$9,340.25
		BRAND NAME:	HonR	Bel Ray HD Synthetic Trans Fluid	DPLX 21C Synzol HD ATF	Performance Plus Part# 3102413	Valvoline Syn Guard 868
		DRUM/KEG DEPOSIT	$0.00	$0.00	$0.00	$0.00	$0.00
15	300 GALLONS	**MULTI-VEHICLE FULL SYNTHETIC: ATF 55 GAL. DRUM**					
		PRICE PER 55 GAL DRUM	$810.00	$899.89	$805.36	$625.00	$1,110.06
		UNIT PRICE PER GALLON	$16.55	$16.36	$14.64	$15.00	$20.18
		TOTAL EXTENDED COST USING EST. QUANTITY	$4,963.00	$5,390.94	$4,392.87	$4,500.00	$6,654.87
		BRAND NAME:	HonR	Bel Ray Full Synthetic Multi Vehicle ATF	Medallion Plus Global ATF	Performance Plus Part# 3101874	Valvoline
		DRUM DEPOSIT	$0.00	$0.00	$0.00	$0.00	$0.00
16	700 (2.5) GALLON JUGS	**DIESEL EXHAUST FLUID 2.5 GAL. JUG**					
		PRICE PER 2.5 GAL. JUG	$9.80	$11.46	$10.83	$14.00	$7.94
		UNIT PRICE PER GALLON	$3.92	$4.60	$4.33	$5.60	$3.18
		TOTAL EXTENDED COST USING EST. QUANTITY	$6,860.00	$8,043.20	$3,609.85	$9,800.00	$5,558.00
		BRAND NAME	Quality	Quality DEF Solutions	MUSKET DEF	Peak Blue Part# 320025	Pzius
		DRUM DEPOSIT	$0.00	$0.00	$0.00	$0.00	$0.00
17	85 CASES	**MULTIPURPOSE GREASE-CARTRIDGE TUBE**					
		PRICE PER CASE	$34 per 16 tube case	$4.8 per 16 tube case	$52.85	N/A	$52.94
		UNIT PRICE PER TUBE	$3.40	$5.46	$4.34	N/A	$5.29
		TOTAL EXTENDED COST USING EST. QUANTITY	$2,890.00	$5,041.00	$3,689.85	N/A	$4,921.50
		BRAND NAME	Dnilly's	Drydene Retroplex Onyx 5% moly EP	DPLX 21C 500 + MOLY #2	N/A	Chevron Starplex HD2/MS
		CASE/TUBE DEPOSIT	$0.00	$0.00	$0.00	N/A	$0.00
18		**EQUIPMENT OIL SAMPLING**					
		Diesel Engine Oil	$19.95	$25.00	$0.00	$250.00	$13.00
		Transmission Oil	$19.95	$25.00	$0.00	$250.00	$13.00
		Hydraulic Oil	$19.95	$25.00	$0.00	$250.00	$13.00
		Gearbox Oils (Various)	$29.95	$25.00	$0.00	$250.00	$13.00
19		**IS WASTE OIL REMOVAL/PICK UP AN OPTION?**	Yes	No	Yes	Yes	NO
		IF YES, WHAT IS THE COST?	$0.00		N/C	N/C	
20		**IS USED OIL FILTER REMOVAL/PICKUP AN OPTION?**	Yes	No	Yes	Yes	NO
		IF YES, WHAT IS THE COST?	$0.00		N/C	$35.00	
		Notes:		*Cost based on the bid proposal		All Products delivered within 3-5 business days	$13 per kit excludes particle count with particle count $30 per kit
		Total	**$98,225.49**	**$107,536.68**	**$79,829.68**	**$70,396.15**	**$117,502.13**

Recommend Award: PetroChoice Dynamo LLC

Approved by Commissioner's Court on this 9 **day of** APRIL **, 2024 by**

holding the position of COUNTY JUDGE

REQUEST FOR BID
BID NO. 24-095
OILS & LUBRICANTS

SEALED BIDS TO BE SUBMITTED BEFORE:
Tuesday, March 12, 2024, 2:00pm CST

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

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

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 bid for furnishing the material and/or services listed on the attached Bid Form and agrees to deliver said items at the locations and for the prices set forth on the Bid Form.

Company Name: PetroChoice Dynamo,LLC

By (Print): Luke Fuchs Title: Territory Sales Manager

Physical Address: 1660 FM 389 Brenham Texas 77833

Mailing Address: 640 Freedom Business Center Drive,King of Prussia, PA 19406

Telephone: 979 277 2033 Fax: _____ E-Mail: lfuchs@petrochoice.com

Bids 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, March 12, 2024 at which time bids will be publicly opened and read aloud.

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A. SCOPE OF BID

Brazos County is soliciting bids for the purchase of Oils and Lubricants on an as needed basis set forth in this bid request for a two (2) year period beginning April 1, 2024 through March 31, 2026 in accordance with the following Conditions of Bidding.

B. CONDITIONS OF BIDDING

1. The following instructions apply to all bids and become a part of terms and conditions of any bid submitted to the Brazos County Purchasing Office, unless otherwise specified elsewhere in this bid 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 bid, 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 Contractor 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 Respondent(s) of this bid 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 the bid request.
   g. **RESPONDENT** – Any supplier or vendor responding to the bid request.

3. Upon acceptance and approval by the Commissioners Court, this bid effects a working contract between Brazos County and the Contractor for the period designated.

4. Bids must be received by the Purchasing Office prior to the time and date specified. The mere fact that the bid was dispatched will not be considered; the Respondent(s) must have the bid 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 bids 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. Respondent(s) with questions regarding the bid should submit them in writing via the Brazos Valley e-Marketplace at https://brazosbid.ionwave.net.

7. Brazos County reserves the right to reject any bid that does not fully respond to each specified item.

8. Respondent(s) must include Tax Identification Number for the bid 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 bid 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 bid
    h. Respondent's past performance record with Brazos County

12. Although the cost of products to be provided is an essential part of the bid, Brazos County is not obligated to award a contract on the sole basis of cost but will award to 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 Contract 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 Contract, when applicable.

16. Bids must be submitted on quantities and units of measure specified by the bid documents. In the event of errors in extended prices the unit price shall govern. Any suggested change in quantity on the part of the Respondent(s) to secure better price or delivery is welcomed and may be given consideration provided that the bidder also bids on the quantity specified.

17. Bids 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 bid to be disregarded. Delivery time quoted will be given consideration in awarding a contract. If delivery is not made within a reasonable time of the specified delivery in the bid, the entire order or contract may be canceled, and the Contractor barred from bidding in future solicitations.

18. Bids cannot be altered after receiving time. No bid may be withdrawn after opening time without acceptable reason and with the approval of the Purchasing Agent.

19. **Bids must be submitted on this form and returned in a sealed envelope clearly marked with Respondent Name and Bid Number to ensure proper recognition upon its arrival. Bids will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a bid be considered if submitted to any other person or department other than specifically instructed. Bids not received prior to the expressed date and time listed in this bid will be rejected or returned unopened to the Respondent(s). Bids submitted to 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 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 Respondent(s) agrees to comply with HB 1295, Government Code 2252.908, if awarded a contract. Respondent(s) agrees to provide

Brazos County the "Certificate of Interested Parties", Form 1295 as required, for renewals, amendments or extensions to the 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 or their proposal may be considered non-responsive.

22. It is our policy not to furnish bid results over the phone. Bid results and tabulation sheets will be posted on the Brazos Valley e-Marketplace (https://brazosbid.ionwave.net) after bid award by Commissioner's Court.

23. The bid specifies the number of consecutive calendar days required to reach substantial completion of the project under normal conditions. Failure to comply with completion time will be considered reason enough to enforce liquidated damages and/or cancel the contract. If the job cannot be completed within the terms of the contract as determined by Brazos County, Brazos County will suffer further loss. Contractor and Contractor's Surety shall be liable for and shall pay Owner stipulated and fixed sums, hereinafter agree to as liquidated damages, for each additional calendar day of delay past the thirty (30) days stated in the contract: Two Hundred Fifty Dollars ($250.00). It is understood that said sum shall be considered liquidated damages and shall not be considered as a penalty against the Contractor.

24. 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.

25. 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.

26. Three (3) references are to be provided by Respondent. Failure to submit references may result in disqualification of bid. Brazos County department references will not be accepted.

27. 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.

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

29. Any variation from the specifications in this bid document must be indicated on the bid or on a separate attachment to the bid and labeled as such.

30. 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. Bids on similar items of like quality will be considered only if it is noted in the bid 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 bid. If notation of substitution in not made, it is assumed the Respondent(s) is bidding the item specified.

31. The County does not guarantee to purchase any minimum or maximum quantities. If any quantities are listed in the bid, they are estimated quantities used for calculating purposes only.

32. 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.

33. 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.

34. The Contractor should submit itemized invoices with clearly marked remittance copies to the following address:

Brazos County
ATTN: Auditors
P.O. Box 914
Bryan, TX 77806

Statements of accounts will not be sufficient to warrant payment. Unless other arrangements have been made; all invoices to be paid in full within 30 days after satisfactory delivery of commodities and or services and receipt of invoice at the listed

address. Checks will be made payable to the Contractor only, and shall not include sub-contractors, assignees, or any other party.

35. 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 bid prices. Tax Exemption Certificates can be obtained upon request from County.

36. 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.

37. 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.

38. This bid shall be governed by the laws of the State of Texas and Potential Respondent(s) and the subsequent Contractor(s) 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.

39. Venue for any dispute, shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

40. Respondent(s) understands that Brazos County is a governmental entity subject to Texas State and Federal public information statutes. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and/or subsequent 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.

41. 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.

42. 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.

43. 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.

44. 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.

C. SPECIAL PROVISIONS

1. Brazos County reserves the right to request additional samples of products listed in the bid at any time. If a sample request is made after bids and original samples are received, additional samples requested shall be received within five (5) working days of the request.

2. All prices shall include freight. Deliveries will be F.O.B. Brazos County (INSIDE DELIVERY), Bryan, Texas, on a regular working day of Brazos County and between the hours of 8:00 AM and 3:30 PM, Monday through Friday. Delivery addresses may also include, but are not limited to the following:
   a. Brazos County
      Road and Bridge Department
      2617West Highway 21
      Bryan, Texas 77803
   b. Brazos County
      Fleet Maintenance Department
      1601 Louis St.
      Bryan, Texas 77803

3. Contractor must indicate how long it will take after receipt of purchase order for the delivery of products to be made to the requesting department. All prices quoted in Section G shall include delivery cots.

4. Contractor will be required to notify the Fleet Director in the event of unforeseen delay arising in the delivery of a specified shipment. In the event a shipment will not arrive at the job site within two (2) hours of designated time Brazos County shall have the right to refuse acceptance of the order.

5. Contractor will be required to deliver to Brazos County Road and Bridge Department or job site in Brazos County when and where requested and remain on the job with truck and operator as long as required to completely place load.

6. Quantities listed are estimated for tabulation purposes only and are not guaranteed minimums.

7. Bid will be awarded by either individual item or total cost, dependent upon which would be most cost effective to the County.

8. Contractor shall provide sample of each item specified in Section F Specifications, for evaluation of quality. Samples shall be prepared in accordance with the specifications here-in with the exception of artwork. Brazos County reserves the right to decide if items offered are equivalent to that specified. Brazos County decision will be final.

9. All samples shall be submitted with the bid prior to the bid opening. It is requested that the Contractor submit three (3) samples of each item being quoted in order for the Brazos County to test the products in different areas. **Failure to submit the requested samples may result in a disqualification of the bid turned in.**

10. Material Safety Data Sheets and Placards must be furnished at the time of delivery as specified by State and Federal Regulations (IF APPLICABLE).

11. Any Contractor vehicles traveling on County roads will not exceed its legal gross weight.

12. Contractor will be requires to maintain proper permits to operate on Brazos County roads and/or property.

13. Any variation from these specifications must be included on the Bid or on a separate attachment to the Bid and labeled as such.

D. 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:

3. Statutory Workmen's Compensation or $1,000,000 Employer's Liability Insurance with waiver of subrogation.

4. General Liability with limits for bodily injury and for property damages of not less than $1,000,000 aggregate, $500,000 each occurrence with Brazos County named as an additional insured and waiver of subrogation.
   a. Commercial Automotive Liability with $500,000 CSL for Bodily Injury and Property Damage Liability with Brazos County named as additional insured.
   b. Cargo Insurance to sufficiently cover materials transported.

5. All of the aforementioned policies and Certificates of Insurance should be issued immediately after the Contractor receives notification of award.

6. The Contractor agrees to release and hold harmless Brazos County from any and all claims and liability due to the acts of the Contractor's employees and the operation of his equipment. The Contractor also agrees to hold harmless Brazos County from any and all expenses, including attorney fees, incurred by Brazos County in litigation or otherwise resisting such claims or liabilities as a result of the Contractor's employees' activities. Further, the Contractor agrees to protect, indemnify and hold harmless Brazos County from and against all claims, demands and causes of action of every kind and character brought by any employees of the Contractor against Brazos County due to personal injuries and/or death to such employee resulting from any neglect act, by either commission or omission on the part of the Contractor or Brazos County.

E. 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 bid. Respondent(s) are not allowed to use Brazos County as a reference.

Company/Entity: Far South Mining LLC

Contact: Brandon Tausch

Phone: 210 837 0105

Email: Brandon@farsouthmining.com

Company/Entity: Motion Machinery LLC

Contact: Kevin Cannon

Phone: 713 870 7530

Email: Kevin@motionmachinery.net

Company/Entity: Bobcat of the Brazos Valley

Contact: Chris Knight

Phone: 979 906 0870

Email: cknight@bobcatbrazosvalley.com

F. SPECIFICATIONS

All specifications listed below are to be considered minimums standards for the types of lubricants Brazos County requires. Brazos County **requires premium major name brands** that could include but are not limited to the examples listed below.

EXAMPLES OF MAJOR NAME BRANDS ARE:

MYSTIC	**TEXACO URSO SUPER PLUS**	**CHEVRON DELO 400**
DOUBLE CIRCLE 30	**GULF SUPER DUTY 30**	**MOBILE TRANS HD30**

Notice to Bidders Concerning Examples: Any example shown is listed to show the quality of the product Brazos County desires to purchase.

1. **MOTOR OIL 15W-40.** Approved A.P.I. CK-4 Motor Oil for heavy duty engines, naturally aspirated, turbocharged gasoline, and diesel engines. Meets MIL-L-46152D and MIL-L-2104E specifications. Approved Cummins NTC-400 test. Approved Mack T12-EO-O Premium Plus test and Caterpillar TO-2 test. Also approved A.P.I. CD/CD-II except Detroit Diesel 149 engines. ECF-2 and ECF-3 – International Harvester CI-4.

2. **SYNTHETIC BLEND MOTOR OIL BOTH 5W-20, 5W-30, AND 0W-20.** Approved A.P.I. service classification- SN, ILSAC GF-5 Motor Oil for all gas engines used in Ford, Chrysler, and GM.

3. **FULL SYNTHETIC MOTOR OIL 0W-20 DEXOS. API** Service Classification – SP, SN PLUS, SN, ILSAC GF-6A Chrysler MS-11999, MS-12007, MS-12015, MS-6395-S Resource Conserving Ford Motor Company - WSS-M2C945-A, WSS-M2C946-A General Motors – dexos1.

4. **TRACTOR HYDRAULIC FLUID.** Multi-functional tractor hydraulic fluid recommended for use in most hydraulic systems, transmissions, and final drive applications in tractors. Also used as a power steering fluid if so equipped. Approved John Deere Quatrol-J20A/B; Hy-Guard J14 B/C, Type 303; Dennison JF-1, JF-2; Eaton Hydraulics; Sperry-Vickers I-286-S, M-2950-S; Sunstrand Hydraulic Transmission Fluid; Allison C-3; Caterpillar TO-4; JI Case MS-1204-07; International Harvester B-6, Hy-tran, API CF-4/SG, CE/SG or CD/SG.

5. **EQUIPMENT HYDRAULIC FLUID.** Multi-functional tractor hydraulic fluid recommended for use in most hydraulic systems AW ISO 46 AGMAI/Dension HF.0/HF.2.

6. **EQUIPMENT HYDRAULIC FLUID.** Multi-functional tractor hydraulic fluid recommended for most hydraulic systems AW ISO 68.

7. **DIRECT DRIVE 50 WEIGHT TRANSMISSION FLUID.** Power shift, direct drive, and transmission 50 weight. A.P.I. approved for Caterpillar power shift transmissions that meets TO-4 specifications.

8. **UNIVERSAL GEAR LUBRICANT**. Approved A. P.I. SAE-85-140, GL-5, GL-4, MIL-L-2105C, and D used in differentials, transmissions, planetary, and, other gear cases where extreme pressure protection is required.

9. **FULL SYNTHETIC GEAR LUBE (80 W-140).** A.P.I. Service Classification – GL-5, MT-1.

10. **AUTOMATIC TRANSMISSION FLUID**. Multipurpose ATF used in most automatic transmissions calling for Dextron III and Mercon ATF approved fluids. Approved Ford M2C138CJ and N2C166H; Allison C-3, TO-2; Daimler-Benz Sheet 236.6. Dyed red for identification.

11. **SYNTHETIC AUTOMATIC TRANSMISSION FLUID**. Approved synthetic automatic transmission fluid meeting Allison TES 295.

12. **UNIVERSAL GLOBAL SYNTHETIC MULTI- VEHICLE ATF.** Full synthetic automatic transmission fluid approved to be used in a wide variety of applications including most General Motors, Ford, Chrysler, Toyota/Lexus, Nissan/Infiniti, Isuzu, and most other car and light truck brands just to name a few. Suitable for use applications include; Chrysler 7176-E, ATF +3, +4, Ford Mercon V, Mercon LV, GM 9986195, Strasbourg, 12378515, Dexron II, II-E, III, IIIG, IIIH, VI.

13. **DEISEL EXHAUST FLUID 2.5 GALLON JUG.**

14. **MULTIPURPOSE LITHIUM GREASE #2 CARTRIDGE TUBES 10/CASE.** Premium quality Lithium 12-Hydroxysterate grease with molybdenum disulfide and extreme pressure additives. Dropping point ASTM D2264 at 500-530 degrees. Timken OK Load, lbs. ASTM D2509 60 lbs. NLGI Grade 2.

15. **EQUIPMENT** Oil sampling shall be available. Samples will include diesel engine oil, transmission oil, hydraulic oil, and various gearbox oils.

16. **WASTE** Oil removal and/or pickup shall be available.

17. **USED** Oil filter removal and or pickup shall be available.

G. QUOTATION

The following quantities are estimates of our anticipated purchases and will be used ONLY for tabulation purposes. The specified estimates are not guaranteed minimums. Fill in the blanks with unit prices and extensions that are **firm** for the entire period of this contract. Any proposals received indicating an escalator clause shall be considered non-responsive.

Item #	Estimated Quantity	Description	Price
1	700 GALLONS	**MOTOR OIL: 15W – 40 55 GAL. DRUM**	
		UNIT PRICE PER 55 GALLON DRUM:	$ 596.36
		TOTAL EXTENDED COST USING ESTIMATED QUANTITY:	$ 7590.04
		BRAND NAME: DPLX 21C DEZOL 15W40	
		DRUM DEPOSIT:	$ 0
2	700 GALLONS	**SYNTHETIC BLEND MOTOR OIL: 5W - 20 55 GAL. DRUM**	
		UNIT PRICE PER 55 GALLON DRUM:	$ 438.43
		TOTAL EXTENDED COST USING ESTIMATED QUANTITY:	$ 5580.02
		BRAND NAME: MED PLUS SB 5W20	
		DRUM DEPOSIT:	$ 0
3	500 GALLONS	**SYNTHETIC BLEND MOTOR OIL: 5W - 30 55 GAL. DRUM**	
		UNIT PRICE PER 55 GALLON DRUM:	$ 435.29
		TOTAL EXTENDED COST USING ESTIMATED QUANTITY:	$ 3957.18
		BRAND NAME: MED PLUS SB 5W30	

		DRUM DEPOSIT:	**$** 0
4	**500 GALLONS**	**FULL SYNTHETIC MOTOR OIL: 0W - 20 55 GAL. DRUM**	
		UNIT PRICE PER 55 GALLON DRUM:	**$** 665.50
		TOTAL EXTENDED COST USING ESTIMATED QUANTITY:	**$** 6050
		BRAND NAME: MED PLUS FS DEXOS 1 0W20	
		DRUM DEPOSIT:	**$** 0
5	**700 GALLONS**	**TRACTOR HYDRAULIC FLUID: SAE 10W 55 GAL. DRUM**	
		UNIT PRICE PER 55 GALLON DRUM:	**$** 499.06
		TOTAL EXTENDED COST USING ESTIMATED QUANTITY:	**$** 6351.67
		BRAND NAME: DPLX 21C PREM TRAC GARD	
		DRUM DEPOSIT:	**$**
6	**75 GALLONS**	**TRACTOR HYDRAULIC FLUID: SAE 10W 5 GAL. PAIL**	
		UNIT PRICE PER 5 GALLON PAIL:	**$** 53.34
		TOTAL EXTENDED COST USING ESTIMATED QUANTITY:	**$** 800.10
		BRAND NAME: DPLX 21C PREM TRAC GARD	
		DRUM DEPOSIT:	**$**0
		EQUIPMENT HYDRAULIC FLUID: AW ISO 46 55 GAL. DRUM	
		UNIT PRICE PER 55 GALLON DRUM:	**$** 384.21

7	500 GALLONS	**TOTAL EXTENDED COST USING ESTIMATED QUANTITY:**	$ 3492.82
		BRAND NAME: DPLX 21C HYDRA ISO 46	
		DRUM DEPOSIT:	$ 0
8	500 GALLONS	**EQUIPMENT HYDRAULIC FLUID: AW ISO 68 55 GALLON DRUM**	
		UNIT PRICE PER 55 GALLON DRUM	$ 388.06
		TOTAL EXTENDED COST USING ESTIMATED QUANTITY:	$ 3527.82
		BRAND NAME: DPLX 21C HYDRA ISO 68	
		PALLET DEPOSIT:	$ 0
9	500 GALLONS	**TRANSMISSION FLUID: DIRECT DRIVE WEIGHT T.04 50 W 55 GAL. DRUM**	
		UNIT PRICE PER 55 GALLON DRUM:	$ 683.79
		TOTAL EXTENDED COST USING ESTIMATED QUANTITY:	$ 6216.27
		BRAND NAME: DPLX 21C TO-4 50WT	
		DRUM DEPOSIT:	$ 0
		UNIVERSAL GEAR LUBRICANT: SAE 85-140W GL5 16 GALLON KEG	
		UNIT PRICE PER 16 GALLON KEG:	$ 230.63

10	250 GALLONS	**TOTAL EXTENDED COST USING ESTIMATED QUANTITY:**	$ 3603.59
		BRAND NAME: DPLX 21C RIGEL 85W140	
		DRUM DEPOSIT:	$ 0
11	15 PAILS	**UNIVERSAL GEAR LUBRICANT: SAE 85-140W GL5 5 GALLON PAILS**	
		UNIT PRICE PER 5 GALLON PAILS:	$ 75.81
		TOTAL EXTENDED COST USING ESTIMATED QUANTITY:	$ 1137.15
		BRAND NAME: DPLX 21C RIGEL 85W140	
		DRUM DEPOSIT:	$ 0
12	250 GALLONS	**FULL SYNTHETIC GEAR LUBRICANT: 80W - 140 16 GALLON KEG**	
		UNIT PRICE PER 16 GALLON KEG:	$ 529.14
		TOTAL EXTENDED COST USING ESTIMATED QUANTITY:	$ 8267.81
		BRAND NAME: DPLX 21C SYNZOL 80W140	
		DRUM DEPOSIT:	$ 0
13	300 GALLONS	**AUTOMATIC TRANSMISSION FLUID: DEXTRON III/MERCON ATF 55 GALLON DRUM**	
		UNIT PRICE PER 55 GALLON DRUM:	$ 536.64
		TOTAL EXTENDED COST USING ESTIMATED QUANTITY:	$ 2927.13
		BRAND NAME: Med Plus MP ATF	

		DRUM DEPOSIT:	$ 0
14	300 GALLONS	**SYNTHETIC AUTOMATIC TRANSMISSION FLUID: TES 295 FLUID 55 GALLON DRUM**	
		UNIT PRICE PER 55 GALLON DRUM:	$ 1568.51
		TOTAL EXTENDED COST USING ESTIMATED QUANTITY:	$ 8555.51
		BRAND NAME: DPLX 21C SYNZOL HD ATF	
		DRUM DEPOSIT:	$ 0
15	300 GALLONS	**MULTI-VEHICLE FULL SYNTHETIC: ATF 55 GALLON DRUM**	
		UNIT PRICE PER 55 GALLON DRUM:	$ 805.36
		TOTAL EXTENDED COST USING ESTIMATED QUANTITY:	$ 4392.87
		BRAND NAME: MED PLUS FS GLOBAL ATF	
		DRUM DEPOSIT:	$ 0
16	700 (2.5 GALLON JUGS)	**DIESEL EXHAUST FLUID 2.5 GALLON JUG**	
		UNIT PRICE PER 2.5 GALLON JUG:	$ 10.83
		TOTAL EXTENDED COST USING ESTIMATED QUANTITY:	$ 7581
		BRAND NAME:	MUSKET DEF
		PALLET DEPOSIT:	$ 0
		MULTIPURPOSE GREASE-CARTRIDGE TUBE	
		UNIT PRICE PER GALLON:	$ 52.85

17	**85 CASES**	**TOTAL EXTENDED COST USING ESTIMATED QUANTITY:**	**$** 3689.85
		BRAND NAME: DPLX 21C 500+ moly #2	
		DRUM DEPOSIT:	**$** 0
18	**EQUIPMENT OIL SAMPLING:**		
	DIESEL ENGINE OIL		**$** 0
	TRANSMISSION OIL		**$** 0
	HYDRAULIC OIL		**$** 0
	GEARBOX OIL (VARIOUS)		**$** 0
19	**IS WASTE OIL REMOVAL/PICK UP AN OPTION?** **(CIRCLE ONE)**		**YES/NO**
	IF YES, WHAT IS THE COST?		**$** N/C
20	**IS USED OIL FILTER REMOVAL/PICK UP AN OPTION?** **(CIRCLE ONE)**		**YES/NO**
	IF YES, WHAT IS THE COST?		**$** N/C

H. CERTIFICATION OF BID

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

Company Name: PetroChoice Dynamo,LLC

Phone: 979 277 2033

Mailing Address: 640 Freedom Business Center Drive,King of Prussia, PA 19406

Email Address: lfuchs@petrochoice.com

Vendor Tax Identification Number: 36-4831137

END OF BID REQUEST NO. 24-095 OILS & LUBRICANTS

By signing below, Brazos County agrees that this bid, 24-095 will be awarded as dictated on the associated bid tabulation sheet, to the Respondent whose name appears above and both parties agree to terms and conditions contained herein.

By: _____

Brazos County Commissioner's Court: DUANE PETERS, COUNTY JUDGE

Date: APRIL 9, 2024

Attest: _____

Brazos County Clerk: KAREN McQUEEN

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

- ☑ **References (Section E)**
- ☑ **Quotation (Section G)**
- ☑ **All Addendums (if applicable)**
- ☑ **Certification of Bid (Section H)**

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 4/9/2024

ITEM: Approval of Engagement Letter and Renewal of Contract #24-111R Actuarial Services with Gabriel, Roeder, Smith & Company.

TO: Commissioners Court

FROM: Celina Nava

DATE: 04/02/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Original_Contract.pdf	Original Contract	Backup Material
Extension_Amendment_from_NTCOG.pdf	Extension Letter	Backup Material
Engagement_Letter.pdf	Engagement Letter	Backup Material
Partially_Executed_Renewal_Letter.pdf	Partially Executed Renewal Letter	Backup Material
Brazos_County_Engagement_Letter_GASB_75_(002)_(2).pdf	Engagement Letter	Backup Material

P: 469.524.0000 | www.grsconsulting.com

March 26, 2024

Ms. Katie Conner
County Auditor
Brazos County
200 S. Texas Avenue, Suite 218
Bryan, TX 77803

Re: Engagement Letter for the December 31, 2023 OPEB valuation and the GASB 74/75 Valuation Reports for fiscal years ending 2024 and 2025.

Dear Ms. Conner,

The following is a pricing quote for a GASB 74/75 actuarial valuation under the Shared Services arrangement provided by Gabriel, Roeder, Smith & Co (GRS) and North Central Texas Council of Governments (NCTCOG).

Based on the information you provided, the cost of services for Brazos County is $21,835. This price is based on receiving data in the standard GRS format and using the following assumptions:

Pricing Category	Pricing Parameters	Fee
Annual or Biennial	Biennial	
Number of Participants	500 - 999	$14,075
Claims Analysis Required	Yes	$2,690
Health Plans	1. Brazos County Health Plan	$0
Retirement Plans	1. TCDRS	$0
Life Insurance Benefit	No	$0
Implicit Subsidy Only Discount	Not Eligible	$0
Plan Change Not Previously Valued	No	N/A
OPEB Trust or Equivalent Arrangement	Yes	$2,070
Single Discount Rate Test	No	$0
Plan Only Reporting Package	No	$0
Cost Sharing Schedules for Primary Government and Component Units	No	$3,000
Calculation of an Actuarially Determined Contribution	No	$0
	Total	**$21,835**

Basic Services

- Actuarial valuation of employer OPEB in compliance with the requirements of GASB Statements No. 74 and No. 75. The valuation report will include, but is not limited to, the following:

  > The updated Net OPEB Liability, based on the appropriate discount rate for the reporting period.

  > A reconciliation of the Total OPEB Liability, which shows, among other items, the impact of benefit changes, assumption changes, and demographic gains/losses separately.

  > The OPEB expense and supplementary information required by GASB 74/75.

  > The characteristics of covered active members, retirees, and beneficiaries and other information required for the note disclosures.

  > A statement of outflows and inflows arising from the current reporting period.

  > A statement of outflows and inflows to be recognized in future OPEB expense.

  > A sensitivity analysis providing the Net OPEB Liability based on a 1% higher and 1% lower discount rate.

  > A sensitivity analysis providing the Net OPEB Liability based on a 1% higher and 1% lower health care trend assumption.

Billing Schedule

GRS pricing assumes 30% paid upon acceptance by the government of the engagement, 40% upon delivery of the draft full valuation, and 30% upon delivery of the draft roll-forward report in the second year.

The Master Agreement allows for automatic fee increases based on changes in the Consumer Price Index (CPI), starting in January of 2019. Any CPI related increases will not apply to the fees in this schedule until the next valuation cycle. In March 2023, the NCTCOG approved an amendment with an updated fee schedule to better align fees with services provided.

Basic Options Study

It is anticipated that Brazos County may want to consider options for mitigating its OPEB liability. Basic Options studies would include alternative discount rates, alternative healthcare trend rates, benefit capitations, and changes in retiree cost sharing. The cost for a Basic Options study will be $1,570 per study.

Fees for plan redesign studies that are not considered basic will be communicated after the specifics of the proposed plan changes are discussed.

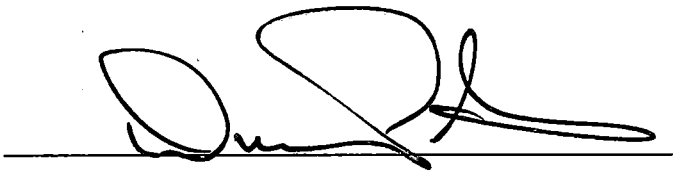
Additional Services

Fees for additional consulting services not included under Basic Services or included in the fixed fee Options studies will be priced separately upon request and will be based on the following hourly rates:

GRS Resource Classification	*Hourly Rates*
Lead Actuary	$400
Actuarial Staff	$255
Support Staff	$225

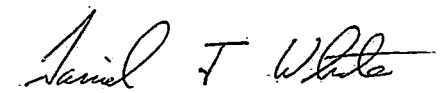
A copy of this engagement letter will be made a part of the master agreement between Brazos County and GRS.

BRAZOS COUNTY, TX



4/9/2024
Date

GABRIEL, ROEDER, SMITH & COMPANY



Daniel J. White, Vice President

3/26/2024
Date

Brazos County
Purchasing Department

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

March 12, 2024

Gabriel, Roeder, Smith & Company
5605 N. MacArthur Blvd. Suite 870
Irving, TX 75038

Re: Renewal of Contract # 24-111R Actuarial Services for Brazos County.

Brazos County appreciates the quality work your company has provided and would like to exercise the renewal option for ***Actuarial Services 24-111R, previously known as 23-120R.***

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

To accept the renewal option, please fill out the information and sign below. Return the signed documents by email to cnava@brazoscountytx.gov or fax to (979) 361-4293. Please then submit an updated Certificate of Insurance by email or mail to the address listed above. **Please return acceptance as soon as possible.** If you have any questions, I may be reached at (979) 361-4492.

Contact Name: Daniel J. White **Title:** Vice President

E-Mail: danny.white@grsconsulting.com **Telephone:** 469-524-1801

GABRIEL, ROEDER, SMITH & COMPANY

Daniel J White

Authorized Signature **Date** 3/14/24

BRAZOS COUNTY

Duane Peters, County Judge **Date** 4/9/24

DocuSign Envelope ID: D6C21BED-79F2-44A9-829F-ACCE3EF55210

AMENDMENT #6
to
Agreement # 2017-02 Other Post-Employment Benefits Consulting

This AMENDMENT ("Amendment") to the Services Agreement #2017-02 ("Original Contract") is made and entered into effective the date of last signature below by and between the NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, a Texas political subdivision and non-profit corporation, hereinafter referred to as "NCTCOG", and

Gabriel, Roeder, Smith & Company
5605 N. MacArthur Blvd., Suite 870
Irving, TX 75038
Attn: Blake Orth
(469) 524-1343
blake.orth@grsconsulting.com

hereinafter referred to as "Service Provider", (collectively, "the Parties").

WHEREAS, the Parties entered into the Original Contract on **June 13, 2017**; and

WHEREAS, Section 9.15 of the Original Contract allows for amendments; and

WHEREAS, the Parties agree to amend the Original Contract in accordance with the terms of the Original Contract, as well as the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, NCTCOG and the Service Provider mutually covenant and agree to:

- **extend the Original Contract through June 30, 2025. This is 1 of 2 of the optional renewals.**
- **amend the Original Contract to include the language on Attachment I incorporated herein.**

This Amendment binds and benefits both Parties and any successors or assigns. This document, including the Original Contract, is the entire agreement between the Parties.

All other terms of the Original Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereby execute this Amendment.

Gabriel, Roeder, Smith & Co.

Daniel J White 5/23/2023

Signature Date

Daniel J. White

Printed Name

Regional Director

Title

North Central Texas Council of Governments

DocuSigned by:
Mike Eastland 5/23/2023
A4E72C1BEE0E426

Signature Date

R. Michael Eastland
Executive Director

DocuSign Envelope ID: D6C21BED-79F2-44A9-829F-ACCE3EF55210

ATTACHMENT I

NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g., phones, internet, video surveillance, cloud servers) include the following:

A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).

B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).

C) Telecommunications or video surveillance services used by such entities or using such equipment.

D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

☑ **The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.**

SIGNATURE OF AUTHORIZED PERSON: Daniel J White

NAME OF AUTHORIZED PERSON: Daniel J White

NAME OF COMPANY: Gabriel, Roeder, Smith & Company

DATE: 5/23/2023

-OR-

☐ **The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.**

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____

DocuSign Envelope ID: D6C21BED-79F2-44A9-829F-ACCE3EF55210

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that "discrimination against a firearm entity or firearm trade association" includes the following:

A) means, with respect to the entity or association, to:

I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

B) An exception to this provision excludes the following:
I. contracts with a sole-source provider; or
II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

☑ **The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.**

SIGNATURE OF AUTHORIZED PERSON: David J White

NAME OF AUTHORIZED PERSON: Daniel J White

NAME OF COMPANY: Gabriel, Roeder, Smith & Company

DATE: 5/23/2023

-OR-

☐ **The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.**

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____

DocuSign Envelope ID: D6C21BED-79F2-44A9-829F-ACCE3EF55210

BOYCOTTING OF CERTAIN ENERGY COMPANIES

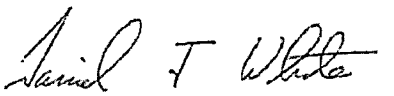
This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that "boycott energy company" means, without an ordinary business purpose, 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 with a company because the company:

I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

☐ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON: 

NAME OF AUTHORIZED PERSON: Daniel J White

NAME OF COMPANY: Gabriel, Roeder, Smith & Company

DATE: 5/23/2023

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON: _____

NAME OF AUTHORIZED PERSON: _____

NAME OF COMPANY: _____

DATE: _____

P: 469.524.0000 | www.grsconsulting.com

January 19, 2022

Ms. Katie Conner
County Auditor
Brazos County
200 S. Texas Avenue, Suite 218
Bryan, TX 77803

Re: Engagement Letter for the December 31, 2021 OPEB valuation and the GASB 74/75 Valuation Reports for fiscal years ending 2022 and 2023

Dear Ms. Conner,

You have requested a pricing quote for a GASB 74/75 actuarial valuation under the Shared Services arrangement provided by Gabriel, Roeder, Smith & Co (GRS) and North Central Texas Council of Governments (NCTCOG).

Based on the information you provided, the cost of services for Brazos County is $20,670. This price is based on receiving data in the standard GRS format and using the following assumptions:

Pricing Category	Pricing Parameters	Fee
Annual or Biennial	Biennial	
Number of Participants	500 - 999	$13,090
Claims Analysis Required	Yes	$2,325
Health Plans	1. Brazos County Health Plan	$0
Retirement Plans	1. TCDRS	$0
Implicit Subsidy Only Discount	Not Eligible	$0
Plan Change Not Previously Valued	No	N/A
OPEB Trust or Equivalent Arrangement	Yes	$1,385
Single Discount Rate Test	Yes	$1,105
Plan Only Reporting Package	No	$0
Cost Sharing Schedules for Primary Government and Component Units	No	$2,765
Calculation of an Actuarially Determined Contribution	No	$0
	Total	**$20,670**

Basic Services

- Actuarial valuation of employer OPEB in compliance with the requirements of GASB Statements No. 74 and No. 75. The valuation report will include, but is not limited to, the following:

  > The updated Net OPEB Liability, based on the appropriate discount rate for the reporting period.

  > A reconciliation of the Total OPEB Liability, which shows, among other items, the impact of benefit changes, assumption changes, and demographic gains/losses separately.

  > The OPEB expense and supplementary information required by GASB 74/75.

  > The characteristics of covered active members, retirees, and beneficiaries and other information required for the note disclosures.

  > A statement of outflows and inflows arising from the current reporting period.

  > A statement of outflows and inflows to be recognized in future OPEB expense.

  > A sensitivity analysis providing the Net OPEB Liability based on a 1% higher and 1% lower discount rate.

  > A sensitivity analysis providing the Net OPEB Liability based on a 1% higher and 1% lower health care trend assumption.

Billing Schedule

GRS pricing assumes 30% paid upon acceptance by the government of the engagement, 40% upon delivery of the draft full valuation, and 30% upon delivery in the second year of the rolled forward report.

The Master Agreement allows for automatic fee increases based on changes in the Consumer Price Index (CPI), starting in January of 2019. As a result, the 2022 fees are 10.9% higher than those in the original fee schedule that's shown in our Master Agreement. However, the fees provided in this engagement letter will not change based on the annual updates to the overall pricing schedule. Any CPI related increases will only apply to the next valuation cycle.

Basic Options Study

It is anticipated that Brazos County may want to consider options for mitigating its OPEB liability. Basic Options studies would include alternative discount rates, alternative healthcare trend rates, benefit capitations, and changes in retiree cost sharing. The cost for a Basic Options study will be $1,445 per study.

Fees for plan redesign studies that are not considered basic will be communicated after the specifics of the proposed plan changes are discussed.

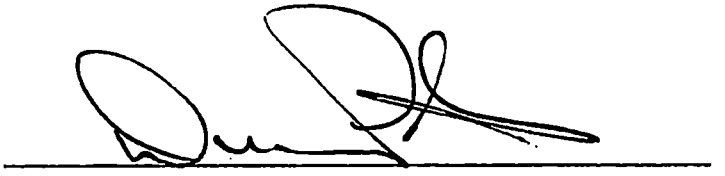
Additional Services

Fees for additional consulting services not included under Basic Services or included in the fixed fee Options studies will be priced separately upon request and will be based on the following hourly rates:

GRS Resource Classification	*Hourly Rates*
Lead Actuary	$365
Actuarial Staff	$240
Support Staff	$205

A copy of this engagement letter will be made a part of the master agreement between Brazos County and GRS.

BRAZOS COUNTY, TX



4/12/2022
Date

GABRIEL, ROEDER, SMITH & COMPANY

Mehdi Riazi

Mehdi Riazi, Senior Consultant

1/19/2022
Date

Master Agreement
Other Post Employment Benefits (OPEB) Actuarial Valuations

Pursuant to the award of RFP NCT-2017-02 (Other Post Employment Benefits (OPEB) Actuarial Valuations) by the North Central Texas Council of Governments (NCTCOG), this agreement confirms the terms under which Brazos County hereinafter referred to as 'CONTRACTING GOVERNMENT" has engaged Gabriel, Roeder, Smith & Co. hereinafter referred to as "GRS" to perform actuarial consulting services. In as much as this relationship will involve several actuarial reviews and other services that will be governed by the Request for Proposal (RFP # NCT-2017-02) issued by NCTCOG on January 4, 2017 and our contract with NCTCOG, we have agreed to establish this "master agreement" defining the general terms and conditions for all work performed for the CONTRACTING GOVERNMENT.

This agreement will not, by itself, authorize the performance of any services. Rather specific services will be authorized through a separate engagement letter that references this master agreement and details the services to be provided and the required fees. In the event of an inconsistency between this master agreement and an individual engagement letter, the master agreement will be followed.

As described in the above referenced Request for Proposal the following terms apply:

A. **Tax Exempt Entities.** CONTRACTING GOVERNMENT is exempt from manufacturer's federal excise tax and states sales tax. Tax exemption certificates will be issued upon request.

B. **Role of NCTCOG.** NCTCOG has served as a facilitator to the RFP and award process but the contractual relationship is between GRS and the CONTRACTING GOVERNMENT.

C. **Aggregate Information.** GRS agrees to supply the CONTRACTING GOVERNMENT with the specified results from the valuations and to aggregate that information with that of other governments for the purpose of benchmarking.

D. **Fees.** GRS agrees to follow the attached pricing schedule ("Attachment A") for pricing of its services. Fees are subject to inflation adjustments starting in January of 2019. The fees associated with each valuation cycle will be provided in a separate engagement letter.

E. **Review of Charges.** CONTRACTING GOVERNMENT has the right to review the supporting documentation for any hourly charges or out of pocket expenses assessed to the CONTRACTING GOVERNMENT under the fee schedule.

F. **Termination.** Both CONTRACTING GOVERNMENT and GRS will have the right to terminate this agreement through written notice. CONTRACTING GOVERNMENT will pay any charges or prorate fees incurred to the date the termination notice is received and actuary will cease any in progress work unless specific stopping points are provided in the letter.

G. **Work Product.** The final work product will be the property of the CONTRACTING GOVERNMENT to be used as stated in the specific engagement letter. Ancillary use of the product is permitted, but GRS is not responsible for the reliability of those projections. It is understood that all reports are subject to the open records laws of the State of Texas and the contracting jurisdiction.

H. **Independent Contractor.** All the services provided by GRS will be as an independent contractor. None of the terms in the engagement letter will be interpreted to create an agency or employment relationship.

I. **Term.** The term of this master agreement will be governed by the afore referenced NCTCOG RFP and will expire on June 30, 2023.

J. **Complete Agreement.** This agreement combined with the specific engagement letter and as clarified by the RFP and Proposal set forth the entire agreement between the CONTRACTING GOVERNMENT and GRS.

K. **Indemnification.** GRS covenants and agrees to indemnify and hold harmless and defend and does hereby indemnify, hold harmless, and defend CONTRACTING GOVERNMENT, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors, and the contractor does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of this contract as a result of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors to the extent permitted by law. Please review this master agreement letter and the attached schedules and indicate your acceptance by having an official of CONTRACTING GOVERNMENT sign below.

L. **Force Majeure.** A force majeure event shall be defined to include governmental decrees or restraints, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality, shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage. If a delay or failure of performance by either party to this contract results from the occurrence of a force majeure event, the delay shall be excused and the time fixed for completion of the work extended by a period equivalent to the time lost because of the event.

M. **Professional Standards.** GRS will provide qualified personnel for each engagement and follow all professional standards ascribed by the American Academy of Actuaries and the Governmental Accounting Standards Board.

GABRIEL, ROEDER, SMITH & CO.

By: Mark Randall Date: 10/12/2017

Title: CEO

CONTRACTING GOVERNMENT

By _____ Date: 10/3/17

Title: County Judge

ATTACHMENT A
Pricing Schedule – Calendar Years 2017 and 2018

	Plan Basic Services		
	Governments by Total OPEB Participants (Actives and Retirees)	**Annual**	**Biennial**
P1	Less than 100	$7,200	$9,400
P2	Between 100 to 199	$7,200	$9,400
P3	Between 200 and 499	$7,900	$10,200
P4	Between 500 and 999	$9,400	$11,800
P5	Between 1,000 and 2,499	$10,700	$13,200
P6	Between 2,500 and 4,999	$11,600	$14,200
P7	Between 5,000 and 7,500	$14,700	$17,400
P8	Greater than 7,500	$17,800	$20,600
	Plan Features Resulting in Additional Cost (Discount) to Basic Services	**Annual**	**Biennial**
P9	Self-Insured Healthcare Plans	$2,100	$2,100
P10	Cost per additional healthcare plan option (high deductible, HMO, PPO etc.)	$600	$600
P11	Cost per additional retirement plan covered by the same OPEB plan	$1,700	$1,700
P12	Implicit subsidy only plans	-$2,000	-$2,000
P13	Plan change not previously valued (Basic)*	$1,300	$1,300
P14	Plan change not previously valued (Non-Basic)*	To be quoted	To be quoted
P15	OPEB Trust or Equivalent Arrangement	$500	$1,250
P16	Single Discount Rate Test	$1,000	$1,000
P17	Data Processing Charge**	To be quoted	To be quoted

* The impact of plan changes which are deemed significant need to be measured under GASB 74/75. A Basic or Non-Basic fee will apply anytime a plan change impact needs to be separately measured. No fee will apply if GRS has already measured the impact of the plan change.

** GRS fees are based on receiving census and claims data in the requested format. If data is provided in a different format or in multiple files, GRS will discuss an "out-side of scope" data fee charge with the Client before proceeding with the valuation.

	Optional Services	
O1	Updating actuarial valuations to the measurement date	$1,500
O2	Upgrade roll-forward to full valuation	$3,300
O3	Plan only reporting package for separately issued financial statements	$800
O4	Cost Sharing schedules for primary government and component units	To be quoted
O5	Pricing valuation for OPEB plan changes (Basic)	$1,300
O6	Pricing valuation for OPEB plan changes (Non-Basic)	To be quoted
O7	Experience Study	To be quoted
	Consulting on active health plans:	
O8	Pricing of premiums for self-insured health plans	To be quoted
O9	Cost trend analysis	To be quoted
O10	Hourly rate for additional services-responsible actuary	$330
O11	Hourly rate for other actuarial staff	$215
O12	Hourly rate for additional services-support staff	$185
O13	In person meeting/presentation-per meeting*	$1,300
O14	Calculation of an Actuarially Determined Contribution	To be quoted
O15	Money-weighted rate of return	$500
O16	Initial GASB 75 report based on roll-forward of a previously completed GRS GASB 45 Valuation	$2,500
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*Fee for in-person meeting/presentation does not include travel expenses. Fees for travel outside the Dallas/Fort Worth metroplex will be the responsibility of the employer.

**Fee will be reduced by $1,000 if a Blended Discount Rate test is not needed.

PRICING ASSUMPTIONS

a. Pricing assumes that all participating entities offer basic vision and dental and life insurance to employees and retirees
b. Pricing assumes for annual valuations: 50% paid upon initiation of the work and 50% upon receipt of the draft report. For biennial valuations 30% upon initiation of the work, 40% upon delivery of the draft valuation and 30% upon delivery in the second year of the rolled forward report.
c. Number of OPEB participants will be determined as of the date the valuation is performed.
d. Pricing will be held constant until January 2019 (approximately one and half years after contract award) and then be adjusted in relation to the Consumer Price Index-All Urban Consumers annually for each of the remaining six years. Starting in January 2019, the fees increase based on the November over November increase to the CPI-U. For example, the fees for 2019 would be increased by the change in the CPI-U from November 2017 to November 2018. Annual fee increases must be approved by the NCTCOG, and the NCTCOG has the right to limit the CPI related fee increase in any year. Once an annual or biennial valuation fee is agree to, CPI related fee increases would not impact the valuation fee for that particular valuation cycle. CPI related fee increases would apply to the next valuation cycle.

Master Agreement
Other Post Employment Benefits (OPEB) Actuarial Valuations

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By: Mark Randall Date: 10/12/2017

Title: CEO

CONTRACTING GOVERNMENT

By _____ Date: 10/3/17

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O17	Initial GASB 74/75 report based on Roll-forward of a previously completed GRS GASB 45 Valuation**	$4,000

*Fee for in-person meeting/presentation does not include travel expenses. Fees for travel outside the Dallas/Fort Worth metroplex will be the responsibility of the employer.

**Fee will be reduced by $1,000 if a Blended Discount Rate test is not needed.

PRICING ASSUMPTIONS

a. Pricing assumes that all participating entities offer basic vision and dental and life insurance to employees and retirees
b. Pricing assumes for annual valuations: 50% paid upon initiation of the work and 50% upon receipt of the draft report. For biennial valuations 30% upon initiation of the work, 40% upon delivery of the draft valuation and 30% upon delivery in the second year of the rolled forward report.
c. Number of OPEB participants will be determined as of the date the valuation is performed.
d. Pricing will be held constant until January 2019 (approximately one and half years after contract award) and then be adjusted in relation to the Consumer Price Index-All Urban Consumers annually for each of the remaining six years. Starting in January 2019, the fees increase based on the November over November increase to the CPI-U. For example, the fees for 2019 would be increased by the change in the CPI-U from November 2017 to November 2018. Annual fee increases must be approved by the NCTCOG, and the NCTCOG has the right to limit the CPI related fee increase in any year. Once an annual or biennial valuation fee is agree to, CPI related fee increases would not impact the valuation fee for that particular valuation cycle. CPI related fee increases would apply to the next valuation cycle.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 4/9/2024

ITEM: Award of BID CIP #24-611 Demolition & Removal Services for Multiple County Buildings. Recommended Award - ALBO Construction, LLC.

TO: Commissioners Court

FROM: Kaitlyn Battles

DATE: 04/01/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
BID_-_ALBO_Construction__LLC.pdf	BID	Backup Material
Partly_Executed_Contract_-_ALBO_Construction.pdf	Contract	Backup Material
Tabulation.pdf	Tabulation	Backup Material

DEMOLITION & REMOVAL SERVICES FOR MULTIPLE COUNTY BUILDINGS
SERVICE CONTRACT

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

GENERAL REQUIREMENT FOR CONTRACT

I, Felesia Baegner as a duly authorized representative of ALBO Construction, LLC "Contractor" willingly attest to perform (or deliver) as per **Attachment** A for Brazos County. I further agree to all of the provisions and specifications contained in this contract.

TERM OR PROJECT TIMELINE

Project will start only after County receives the required bonds, insurance, work schedule and after a purchase order has been issued to the vendor by the County. Project shall be completed by September 30, 2024.

BONDING REQUIREMENTS

The contractor will be required to bond each project individually. The successful bidder must provide to the Purchasing Department a performance bond and a payment bond, each in the amount of 100% of each project sum ten (10) calendar days prior to start of work for each project. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating "A" or better. BRAZOS COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SURETY COMPANY PROPOSED BY THE BIDDER. IN THE EVENT BRAZOS REJECTS THE PROPOSED SURETY COMPANY THE BIDDER WILL BE AFFORDED FIVE (5) ADDITIONAL DAYS TO SUBMIT THE REQUIRED BONDS ISSUED BY A SURETY COMPANY ACCEPTABLE TO BRAZOS COUNTY.

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.

HOLD HARMLESS AGREEMENT

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

INSPECTIONS & TESTING

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

ADDITION/MODIFICATION OF LOCATIONS OR SERVICES

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

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

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

INVOICES & PAYMENTS

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

When multiple deliveries and/or services are required, the contractor may invoice following each delivery or performance of service and Brazos County will pay on invoice 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.
Retainage of 5% will be withheld from each invoice for the duration of the contract until the County accepts the work as 100% complete and receives all warranties, manuals, releases of lien and other closeout documents. Upon acceptance by the County, retainage will be released to the contractor.

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.

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;
c. "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.

GOVERNING FORMS

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

GOVERNING LAW AND VENUE

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

Chapter 176 for the details of this law. Bidder understands that Brazos County is a government subject to Texas State and Federal public information statutes. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

DISQUALIFICATION OF OFFEROR

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

SEVERABILITY

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

SILENCE OF SPECIFICATIONS

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

TERMINATION

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

POLICY REQUIREMENTS FOR CERTIFICATE OF INSURANCE

CONTRACTOR'S INSURANCE

The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary

insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall no contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Representative and approved by the County *before* work commences.**

Standard Insurance Policies Required:

a. Commercial General Liability Policy
b. Automobile Liability Policy
c. Worker's Compensation Policy

General Requirements applicable to all policies:

a. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
c. "Claims Made" policies will not be accepted.
d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Brazos County.
e. All insurance policies shall be furnished to Brazos County upon request.

1. COMMERCIAL GENERAL LIABILITY

a. General Liability insurance shall be written by carrier with an A:VIII or better rating in accordance with the current Best Key Rating guide.
b. Minimum Combined Single Limit of $1,000,000.00 per occurrence for bodily injury and property damage.
c. No coverage shall be deleted from the standard policy without notification or individual exclusions being attached for review and acceptance.
d. Excess Liability Umbrella Policy in the amount of not less than $2,000,000.00 will be provided at the Contractors expense.
e. Brazos County shall be named as additional insured on Contractors insurance. "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

2. AUTOMOBILE LIABILITY

a. General Liability Insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.
b. Minimum Combined Single Limit of $600,000.00 per occurrence for bodily injury and property damage.

3. WORKER'S COMPENSATION INSURANCE

Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors *must* use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The worker's compensation insurance shall include the following terms:

a. Employer's Liability limits of $500,000.00 for each accident is required.
b. "Texas Waiver of Our Right to Recover from Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 (c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement)TWCC-81), TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in section 406.096 {of the Texas Labor Code}) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. It the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all person; and
(2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

a. certificate of coverage, prior to the other person beginning work on the project; and

b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person know or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

CERTIFICATES OF INSURANCE

Certificates shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

a. The company is licensed and admitted to do business in the State of Texas.
b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
c. All endorsements and insurance coverage according to requirements and instructions contained herein.
d. The form of the notice of cancellation, termination, or change in coverage provisions to Brazos County.
e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

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.

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.

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.

AUTHORITY TO CONTRACT

The County Judge is authorized to execute this Agreement upon the Commissioners Court's approval of the Agreement as set forth in the minutes of the Court's APRIL 9, 2024, meeting.

This Agreement is entered into in as of the day and year first written above and is executed in at least two (2) original copies of which one (1) is to be delivered to the Contractor and the remainder to the Owner.

OWNER:

BRAZOS COUNTY, TEXAS

Date: 4/9/24

Brazos County Judge
330 South Texas Ave., Suite 332
Brazos, Texas 77803

CONTRACTOR:
ALBO Construction, LLC

Felesia Boegner

Date: 4/1/24

Felesia Boegner

CIP 24-611 Demolition of County Buildings			
	ALBO Construction LLC	**RNDI Companies, Inc.**	**Grant Mackay Company, Inc**
Brazos County Detention Center House			
3 Pricing for all materials and work included in the base proposal:	$7,210.00	$20,418.00	$18,440.00
4 Time to substantially complete (99%) proposed work:	2 days	5 days (7 days)	3 calendar days
Brazos County Juvenile Justice Center (2)			
5 Pricing for all materials and work included in the base proposal:	$40,685.00	$48,850.00	$64,637.00
6 Time to substantially complete (99%) proposed work:	4 days	5 days (7 days)	18 calendar days
Old BISD Building			
9 Pricing for all materials and work included in the base proposal:	$263,863.00	$251,063.00	$433,469.00
10 Time to substantially complete (99%) proposed work:	60 days	50 days (60 days)	70 calendar days
Unit Prices:			
11 Clean Fill Dirt:	$15.00 /Cubic Yard	$50.00 /Cubic Yard	$18.00 /Cubic Yard
12 Clean Top Soil:	$20.00 /Cubic Yard	$55.00 /Cubic Yard	$25.00 /Cubic Yard
13 Hydromulch:	$0.10 /Square Foot	$0.50 /Square Foot	$0.30 /Square Foot
14 Unforseseen Utility Disconnect/Capping:	$750.00 /Each-Unit	$550.00 /Each-Unit	$900.00 /Each-Unit
Total	**$311,758.00**	**$320,331.00**	**$516,546.00**

Recommended Award: ALBO Construction LLC

Approved by Commissioner's Court on this 9 **day of** APRIL**, 2024 by**

_____ **holding the position of** COUNTY JUDGE

ATTACHMENT "A"

DEMOLITION & REMOVAL SERVICES FOR MULTIPLE COUNTY BUILDINGS
REQUEST FOR BID CIP 24-611

Demolition & Asbestos Abatement Contractors

March 5, 2024

Brazos County, Texas

Purchasing Department

RE: Demolition & Removal Services for Multiple County Buildings

Our company is submitting this letter with the intent to bid on the above referenced project. ALBO is a third-generation demolition and asbestos abatement company. Allan Boegner has been leading our team since 1996.

It has been our pleasure to work with institutions such as Texas A&M University, Sam Houston University, Blinn Junior College and Texas State Technical College. In addition, we have worked with municipalities including but not limited to Brazos County, City of Bryan, City of College Station, Grimes County, City of Caldwell, Burleson County and Robertson County.

Albo, LLC has NEVER failed to complete any work it was awarded.
Albo, LLC has NEVER had any judgments, claims, arbitration proceedings or suits pending or outstanding against the company or any of its officers.
Albo, LLC has NEVER filed any lawsuits or requested arbitration with regard to construction contracts.

In the event that ALBO is awarded this project, it will be treated with great priority and diligence.

Thank you in advance for your consideration.

Felesia Boegner

Felesia Boegner, President

ALBO, LLC

1144 Fawn Lake Dr, Bryan TX 77808
979.574.3026 Allan Boegner, estimator
office@albollc.com

REQUEST FOR BID

BID NO. CIP 24-611

Demolition & Removal Services for Multiple County Buildings

SEALED BIDS TO BE SUBMITTED BEFORE:
~~Tuesday, March 05, 2024~~ 2:00pm CST
~~March 14~~
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 solicitation from the issuing date of the solicitation until scheduled oral presentations or the date the Brazos County Commissioners Court meets to consider award of the bid. Any such contact will be grounds for rejection of the Respondent's bid.

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

Company Name: ALBO Construction LLC

By (Print): Felesia Boegner

Physical Address: 5180 E SH 21, Bryan TX 77808

Mailing Address: same

Phone: 979 574 3026 Email: allan@albollc.com

U. BID EVALUATION WAIVER

By submitting a bid or response, each respondent/offeror indicated below agrees to waive any claim it has or may have against Brazos County (the Owner), Architect, Engineers, Consultants and their respective Commissioners, directors, employees, or agents arising out of or in connection with (1) the administration, evaluation, or recommendation of any bid or response (2) any requirement under the Request for Qualification or related documents; (3) the rejection of any bid or response or any part of any bid or response; and/or (4) the award of a Contract, if any.

The bidder further agrees the Owner reserves the right to waive any requirements under the bid documents or the Contract Documents, with regards to acceptance or rejection of any bids, and recommendation or award of the contract.

Note: The Statement of Affirmation Must be Notarized

STATEMENT OF AFFIRMATION

Firm's Name: ALBO Construction LLC

Address: 5180 E SH 21, Bryan TX 77808

Proposer's Name: Allan Boegner

Position/Title: Vice President

Proposer's Signature: [signature]

Date: 3/20/24

Subscribed and sworn to me on this 20 day of March in the year 2024

[signature]
Notary Public

DANIELLE CAGLE
Notary Public, State of Texas
Comm. Expires 03-04-2027
Notary ID 131927904

My Commission expires 03/04/2027

V. ADDENDA

The undersigned acknowledges receipt of the following addenda issued during the time of solicitation and includes the several changes therein in this bid.

No. 1	No. 2	No. 3
Date 2/16/24	Date 2/26/23	Date 3/27/24
#4 (3/1/23)	#5 (3/4/23)	#6 (3/1/23)

#7 (3/12/23)

W. CERTIFICATION OF BID

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

Company Name: ALBO Construction LLC

Phone: 979-574-3026

Mailing Address: 5180 E SH 21

Bryan TX 77808

Email Address: allan@albollc.com

Vendor Tax Identification Number: 20-5804605

CORPORATE SEAL IF SUBMITTED BY A CORPORATION
END OF BID NO. CIP 24-611

By signing below, Brazos County agrees that this BID CIP 24-611 will be awarded to the vendor whose name appears above and both parties agree to the terms and conditions contained herein.

By: Brazos County Commissioner's Court _____

Date: APRIL 9, 2024

Attest: Brazos County Clerk Karen McQueen

Exhibit B: Bid Form

CIP 24-611 Demolition and Removal Services for Multiple County Buildings

The bid shall include all services (e.g. site demolition, asbestos, and lead-based paint abatement, excavation and fill, erosion and sedimentation control, capping utilities, and removal services) and should include a breakdown of each service (attached to bid form).

The bid shall include a fee schedule for additional services required for successful implementation not already specifically identified in this bid or optional services that may be a benefit to the County.

Vendor Name: ALBO Construction LLC

Brazos County Detention Center House: 1835 Sandy Point Road, Bryan, TX 77807

3. Pricing for all materials and work included in the base proposal: $ 7,210.00

   a. Pricing in word format: Seven thousand two hundred ten dollars and zero cents

4. Time to substantially complete (99%) proposed work: 2 days

   a. Total Number of days in word format: Two calendar days

Brazos County Juvenile Justice Center Portables (2): 1904 West State Highway 21, Bryan, TX 77803

5. Pricing for all materials and work included in the base proposal: $ 40,685.00

   a. Pricing in word format: Forty thousand six hundred eighty five dollars and zero cents

6. Time to substantially complete (99%) proposed work: 4 days

   a. Total Number of days in word format: Four calendar days

Old BISD Building: 800 Texas Avenue, Bryan, TX 77803

9. Pricing for all materials and work included in the base proposal: $ 263,863.00

   a. Pricing in word format: Two hundred sixty three thousand eight hundred sixty three dollars and zero cents

10. Time to substantially complete (99%) proposed work: 60 days

    a. Total Number of days in word format: Sixty calendar days

Unit Prices:

11.Clean Fill Dirt: $ 15.00 /Cubic Yard

12.Clean Top Soil: $ 20.00 / Cubic Yard

13.Hydromulch: $ 0.10 / Square Foot

14.Unforeseen Utility Disconnect/Capping: $ 750.00 /Each - Unit

Demolition Contractor * Licensed Asbestos/Lead Abatement Contractor & Transporter * HUB Certified * Member of The National Demolition Assoc. & Building of America Network

Q. Bid Submittal

3.b.
Admin – Felesia Boegner President
Admin assistant – Madison Knight
Management- Allan Boegner PM
Superintendent – Charlie Cripps
Foreman- Dean Mushinski
Labor foreman- Pablo Urbina
20 General laborers
2 excavators with thumbs
Large hydraulic breaker
Skidsteers with numerous attachments
Scissor lifts.
Cut off saws
Hand tools.
3 Haul trucks
3- 90 yard scrap/trash trailers
4 half round haul trucks/trailers for concrete hauling.

3.c.
Management- Allan Boegner PM
Superintendent – Charlie Cripps
Foreman- Dean Mushinski
Labor foreman- Pablo Urbina
20 General laborers

5.a.
Methodology and Detailed Project Plan for Demolition & Removal Services for Multiple County Buildings

Obtain Demo permits.

Submit 10-day notifications to TDSHS.

Set up temp fence around BISD Building.

Allan Boegner, VP (979) 574-3026
5780 State Hwy 21 E. Bryan, Texas 77808
Website: albollc.com
allan@albollc.com

Brazos County to call Atmos to disconnect gas line and cap at the main.

Albo will coordinate with BTU to disconnect power and water prior to demo.

Albo will coordinate and pay for 2" water meter to be installed @ E 26th and Houston fire hydrant to be used for dust control.

Albo will provide temp power and water to this building for abatement activities.

Albo will hire Choice Consulting to write the required asbestos project design, air monitoring, final clearances, closeout documentation and final reports.

Albo will demo and remove interior non asbestos materials leaving only asbestos plaster ceilings, floor tile and exterior wall drywall to be abated under full negative pressure enclosures overseen by Choice Consulting.

Once all materials have been abated, Demo will begin on the remaining concrete structure.

This concrete structure is made up of cast in place columns, beams and pan deck with the main beams running north and south.

Demo of this concrete structure will begin on the southeast corner working north across the 1- story portion, then working west into the 2-story using one excavator equipped with hydraulic breaker and one excavator equipped with bucket and thumb. The process would include hammering the pan deck, beams and columns allowing the debris to fall into the crawl space, filling the void and allowing the machines to work their way into the remaining structure. Demoing and removing the concrete and rebar as the process continues.

Demoing from east to west will ensure that the north column line of the building can be hammered down and pulled away from WJB Pkwy.

When the last remaining concrete has been demoed and hauled away, we will begin exposing and breaking footings and/or piles 3' below existing grade. Utilizing skidsteer equipped with sifting buckets we remove any smaller concrete from the remaining soil.

Kelly Burt Dozer to deliver clean fill for Albo LLC to backfill and grade.

TexCon to replace curb damaged by demo activities.

Britton Hydroseeding will finalize the project with hydroseed.

Allan Boegner, VP (979) 574-3026
5780 State Hwy 21 E. Bryan, Texas 77808
Website: albollc.com
allan@albollc.com

The other two locations are much less involved and will only require one excavator equipped with thumb to demo and 90yard trash trailers to load out and dispose. Followed by skid steer leveling and hydroseeding.

5.c
Brazos County to call Atmos for gas disconnect.

R. List of Sub-Contractors

2. Hydro mulch - Britten Hydroseeding
4. Erosion Control- Britten Hydroseeding
6. Plumber – Mata Plumbing.
9. Other – Viking Fence, K&H Portable Toilets, TexCon Concrete Division, Choice Consulting.

Allan Boegner, VP (979) 574-3026
5780 State Hwy 21 E. Bryan, Texas 77808
Website: albollc.com
allan@albollc.com

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Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

Brazos County Purchasing Department

ADDRESS:

200 S TX Ave., Ste. 352
Bryan TX 77803

SUBMITTED BY:

ALBO Construction LLC

NAME:

Felesia Boegner

ADDRESS:

5780 E SH 21, Bryan TX 77808

PRINCIPAL OFFICE:

[ ] Corporation
[ ] Partnership
[ ] Individual
[ ] Joint Venture
[X] Other

NAME OF PROJECT *(if applicable)*:

Brazos County Multiple Building Demolition

TYPE OF WORK (file separate form for each Classification of Work):

[ ] General Construction
[ ] HVAC
[ ] Electrical
[ ] Plumbing
[X] Other (please specify)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

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User Notes: (2533789901)

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 28

§ 1.2 How many years has your organization been in business under its present business name? 18

§ 1.2.1 Under what other or former names has your organization operated?

dba ALBO Construction (1996-2006)

§ 1.3 If your organization is a corporation, answer the following: n/a

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

LLC - 2006

§ 1.4.2 Type of partnership (if applicable):

LLC

§ 1.4.3 Name(s) of general partner(s)

Allan & Felesia Boegner

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

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User Notes: (2533789901)

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

State of Texas
Asbestos Abatement Company, Contractor/Supervisor & Transporter
Mold Remediation Company, Contractor/Supervisor

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

State of Texas

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Demolition & Asbestos Abatement

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

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User Notes: (2533789901)

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See Work in Progress

§ 3.4.1 State total worth of work in progress and under contract:

977,201.25

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See Major Projects

§ 3.5.1 State average annual amount of construction work performed during the past five years:

$3.2M

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See Resumes

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User Notes: (2533789901)

§ 4. REFERENCES

§ 4.1 Trade References:

See Client References

§ 4.2 Bank References:

See attached Bank Letter

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

See attached bonding letter

§ 4.3.2 Name and address of agent:

§ 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof: self prepared

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§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

Financial statement is for the owner's of ALBO LLC

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6. SIGNATURE Felesia Boegner

§ 6.1 Dated at this 20th day of March 2024.

Name of Organization: ALBO Construction LLC

By: Felesia Boegner

Title: President

§ 6.2

Felesia Boegner being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 20 day of March 2024

Notary Public: DCagle

My Commission Expires: 03/04/2027

DANIELLE CAGLE
Notary Public, State of Texas
Comm. Expires 03-04-2027
Notary ID 131927904

DANIELLE CAGLE
Notary Public, State of Texas
Comm. Expires 03-04-2027
Notary ID 131927904

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User Notes:
(2533789901)

Demolition & Asbestos Abatement Contractors

REFERENCES

Drymalla Construction
608 Harbert
Columbus TX 78934
979-493-7449
Waller Junior High School
Demolition & Asbestos Abatement
COMPLETED 2023
$1,173,268.48
Nate Hutchinson
nhutchinson@drymalla.com

Manhattan Construction
2120 Montrose Blvd.
Houston TX 77006
713-529-0000
TAMU Bright Area Development
Demolition
COMPLETED 2023
$246,487.00
Marc Menchaca
MMenchaca@manhattanconstruction.com

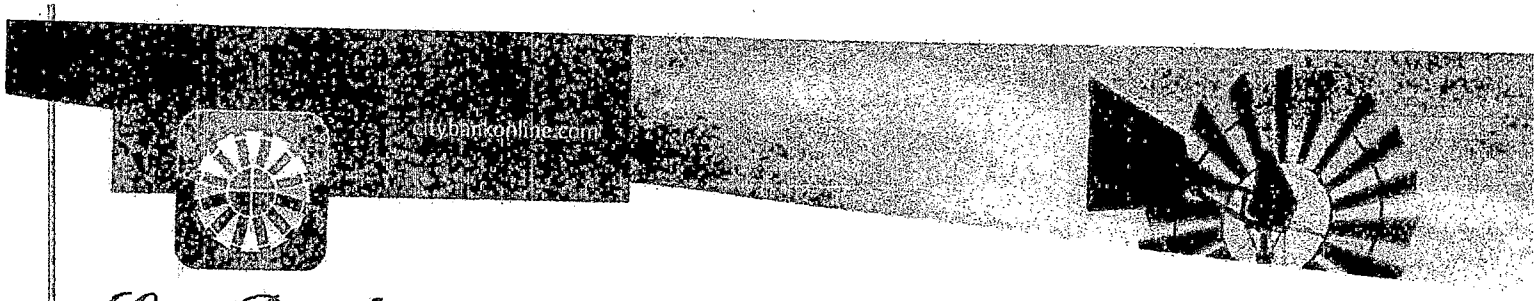
Unlimited Potential Inc.
4001 E 29th St., #118
Bryan TX 77802
979-492-3610
Anderson Street Nursing Home
Demolition/Asbestos Abatement
COMPLETED 2023
$240,751.00
Dr. B. Don Russel
bdrussell@tamu.edu

Blinn College District
902 College Avenue
Brenham, Texas 77833
979-830-4431
Holleman, Memorial and Solons Hall
Demoltion & Asbestos Abatement
COMPLETED 2022
$657,594.00
Mark Feldhake
Mark.feldhake@blinn.edu

Core Construction
111 University Dr E, #103
College Station TX 77840
979-393-0140
College Station City Hall
Demolition
COMPLETED 2022
$201,122.00
Jeff Day
jeffday@coreconstruction.com **X**
jeff.day@jacodyconstruction.com

additional references available upon request

1144 Fawn Lake Drive, Bryan TX 77808
979.574.3026 Allan Boegner, estimator
office@albollc.com



City Bank

January 9, 2024

To Whom It May Concern,

Please let it be noted that City Bank values our banking relationship with ALBO Construction, LLC. ALBO Construction has never had a default or any other negative event and all loan and deposit accounts have been maintained in good standing and handled as agreed. ALBO Construction is a financially strong customer and we look forward to continue expanding our banking relationship with ALBO Construction as the need arises.

Please do not hesitate to contact me for any additional information via phone at (979) 268-2265 or email to kmarak@city.bank.

Best Regards,

Kevin Marak
SVP
City Bank - College Station Branch

Member FDIC Equal Housing Lender

MAJOR PROJECTS COMPLETED

Project	Owner	Location	GC	Contract Amount	Scope	Completed
Waller JH	WISD	Waller, TX	Drymalla	$ 1,084,001.00	Demo/abatement	2023
Blinn	Blinn	Brenham, TX	ALBO	$ 657,594.00	Demo/abatement	2023
Borlaug	TAMU	CS, TX	Bartlette Cocke	$ 631,256.00	Demo/abatement	2023
BISD Intermediate 3	BISD	Bryan, TX	Drymalla	$ 339,234.00	Demo/abatement	2023
FUJI Film	FUJI Film	CS, TX	Vaughn	$ 267,770.00	Demo	2023
TAMU Track	TAMU	CS, TX	Spaw Glass	$ 356,789.00	Demo	2022
Indoor Track	TAMU	CS, TX	Vaughn	$ 251,809.00	Demo	2022
Milam County	Milam County	Cameron, TX	EBCO	$ 242,920.00	Demo	2022
City Hall Project	City of CS	CS, TX	Core Construction	$ 201,122.00	Demo/abatement	2022
Sundance Apartments		CS, TX	Copperhead Construction	$ 144,550.00	Demo/abatement	2022
Triangle Area	TSTC	Waco, TX	TSTC	$ 710,600.00	Demo	2021
Peterson Bldg Reno	TAMU	CS, TX	Bartlett Cocke	$ 692,807.00	Demo	2021
Sherwood Nursing Home		Bryan, TX	Lephan Tran Equity	$ 402,510.00	Demo/abatement	2021
TSTC 1SWR	TSTC	Waco, TX	King Consultants	$ 372,813.00	Demo/abatement	2021
Caldwell ISD PK-3	Caldwell ISD	Caldwell, TX	Drymalla Construction	$ 322,536.00	Demo	2021
25 Houses	Jack Culpepper	Bryan, TX	Culpepper	$ 281,250.00	Demo/abatement	2021
Peterson Building Reno	TAMU	CS, TX	Bartlett Cocke GC	$ 689,727.00	Demo	2020
Caldwell Elementary	Caldwell ISD	Caldwell, TX	Drymalla Construction	$ 303,450.00	Demo	2020
ITL Temp Renovation		CS, TX	Key Construction	$ 254,528.00	Demo/abatement	2020
MSC BOR Annex Reno	TAMU	CS, TX	Vaughn Construction	$ 189,936.00	Demo/abatement	2020
State Chemist Building 464	TAMU	CS, TX	SSC, Services	$ 169,390.00	Demo	2020
Bowie School	Bryan ISD	Bryan, TX	Vaughn Construction	$ 606,546.00	Demo/abatement	2019
Hancock Bulding	TAMU	Austin, TX	TRT Abatement, LLC	$ 464,480.00	Demo/abatement	2019
Nagle Hall	TAMU	CS, TX	Vaughn Construction	$ 352,465.00	Demo	2019
SHSU Building 3	SHSU	Huntsville, TX	REC Industries	$ 204,191.00	Demo/abatement	2019
Mission Ranch Townhomes		CS, TX	ALBO	$ 194,700.00	Demo/abatement	2019
The Standard	Landmark	CS, TX	Urban Construction	$ 1,166,997.00	Demo/abatement	2018
Union Pacific Brazos Yard	RRC	Bryan, TX	Ragnar Benson	$ 214,144.00	Demo/blasting	2018
RELLIS Demo	TAMU	Bryan, TX	ALBO	$ 1,291,098.00	Demo	2017

additional projects available upon request

MUNICIPALITY PROJECTS

PROJECT	MUNICIPALITY	LOCATION	GC	AMOUNT	SCOPE	YEAR
Phillips Event Center	City of Bryan	Bryan, TX	ALBO	$ 85,500.00	Demo/abatement	2023
Palace Theater	City of Bryan	Bryan, TX	ALBO	$ 19,660.00	Demo	2023
New City Hall	City of CS	CS, TX	Core Construction	$ 201,122.00	Demo	2022
Milam County Annex	City of CS	Cameron, TX	EBCO	$ 242,920.00	Demo	2022
Brazos County Jail	Brazos County	Bryan, TX	Collier Construction	$ 52,000.00	Demo	2022
City Hall Project	City of CS	CS, TX	Core Construction	$ 201,122.00	Demo/abatement	2022
Phillips Event Center	City of Bryan	Bryan, TX	REC	$ 25,000.00	Demo	2022
Phillips Event Center	City of Bryan	Bryan, TX	ALBO	$ 96,920.00	Demo	2022
Milam County Annex	Milam County	Cameron, TX	EBCO	$ 242,920.00	Demo	2022
W. 23rd Street	City of Bryan	Bryan, TX	ALBO	$ 8,000.00	Demo/abatement	2021
1970 Bee Creek/ Central Park	City of CS	CS, TX	Caprock Construction	$ 34,480.00	Demo	2021
Brazos Transit	City of Bryan	Bryan, TX	MyCon	$ 40,890.00	Demo	2021
Easterwood Airport	City of CS	CS, TX	ALBO	$ 9,750.00	Demo	2021
Travis Park	City of Bryan	Bryan, TX	Core Construction	$ 47,660.00	Demo	2020
SE6701, Hazard Mitigation	City of Bryan	Bryan, TX	ALBO	$ 84,571.00	Demo/abatement	2020
SE6701, Hazard	City of Bryan	Bryan, TX	ALBO	$ 4,228.55	Demo	2020
600 Williamson Dr.	City of Bryan	Bryan, TX	ALBO	$ 16,438.00	Demo/abatement	2020
Sue Haswell Pool	City of Bryan	Bryan, TX	ALBO	$ 2,980.00	Demo/abatement	2020
City Job# SE6701,	City of Bryan	Bryan, TX	ALBO	$ 84,571.00	Demo	2020
City Job# SE6701,	City of Bryan	Bryan, TX	ALBO	$ 4,228.55	Demo	2020
Thomas Pool	City of Bryan	Bryan, TX	Aggieland Construction	$ 84,000.00	Demo	2020
Brenham City Hall	City of Brenham	Brenham, Tx	ALBO	$ 21,500.00	Mold Remediation	2019
Union Pacific Brazos	Union Pacific	Hearne, TX	Ragnar Benson	$ 214,144.00	Demo	2018

MUNICIPALITY PROJECTS

Brazos County Court	Brazos County	Bryan, TX	Madison Construction	$ 207,583.00	Demo/abatement	2016
Chimney Hill	City of CS	CS, TX	ALBO	$ 189,511.00	Demo	2016
Washington County	Washington County	Brenham, TX	ALBO	$ 12,000.00	Pipe Abatement	2015
Brenham Library	City of Brenham	Brenham, TX	Collier Construction	$ 41,370.00	Demo/abatement	2015
BTU Remodel	City of Bryan	Bryan, TX	Gaeke Construction	$ 29,993.00	Demo/abatement	2015
Brazos County Court	Brazos County	Bryan, TX	Madison Construction	$ 80,333.54	Demo	2014
College Main	City of Bryan	Bryan, TX	ALBO	$ 15,000.00	Abatement	2013
Dockery	City of Bryan	Bryan, TX	ALBO	$ 4,500.00	Demo	2012
1004 MLK	City of Bryan	Bryan, TX	ALBO	$ 9,500.00	Demo/abatement	2012
1128 Commerce	City of Bryan	Bryan, TX	ALBO	$ 4,800.00	Demo	2012
Pump House	City of Bryan	Bryan, TX	VOX Construction	$ 2,500.00	Abatement	2011
Food Town	City of Bryan	Bryan, Tx	ALBO	$ 27,280.00	Demo	2009
Burton Creek	City of Bryan	Bryan, Tx	Bryan Construction	$ 58,000.00	Demolition of Cooling towers	2008
Randolph High School	Randolph AFB	Universal City, TX	Satterfield & Pontikes	$ 25,240.50	Demo	2006
Bryan Justice Facility	City of Bryan	Bryan, TX	Satterfield & Pontikes	$ 23,000.00	Demo	2006

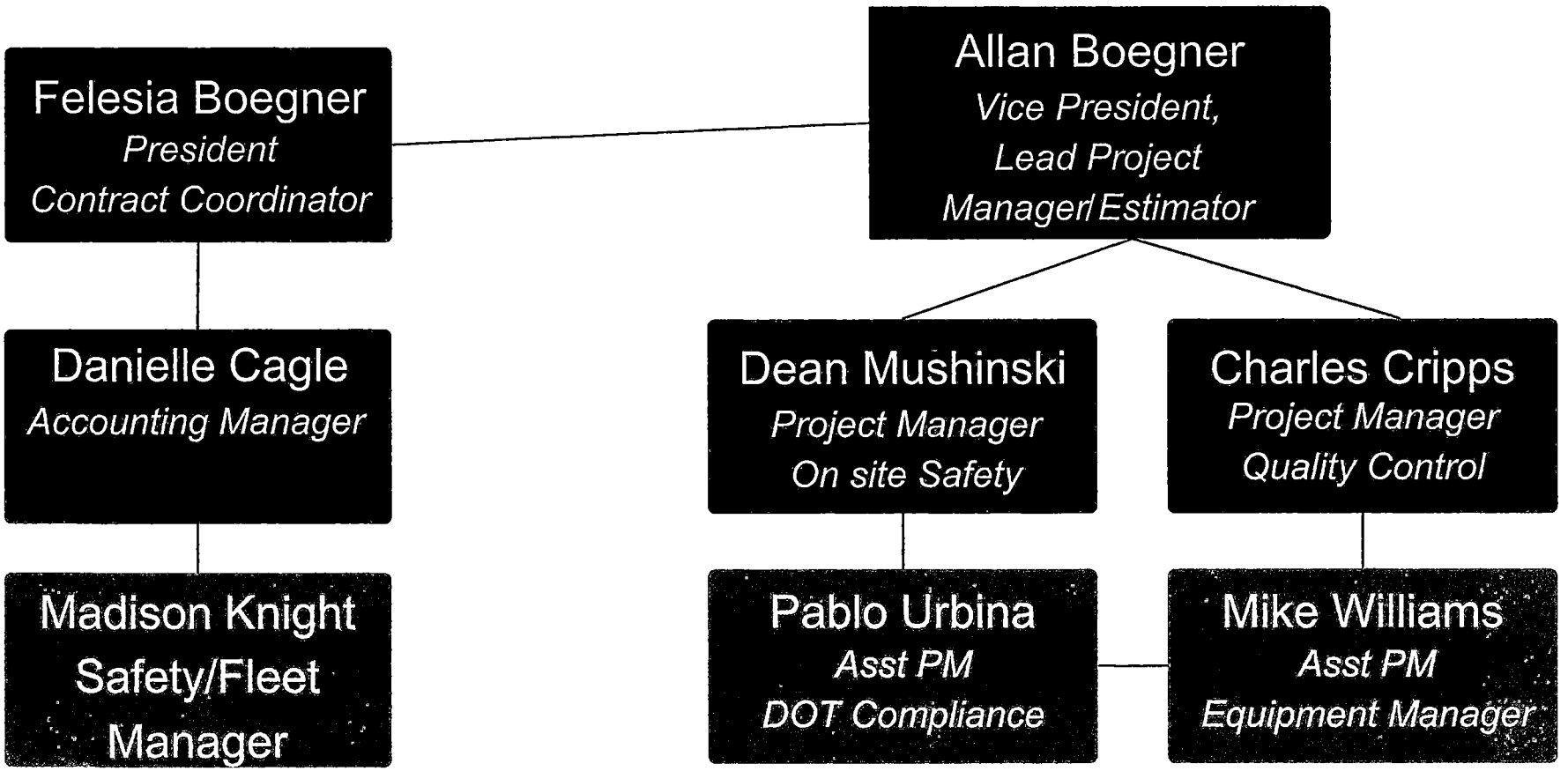
WORK IN PROGRESS

Project	Contract Amount	% Complete	Anticipated Completion
BISD Intermediate 3 Drymalla Construction	$ 339,234.00	5% Phase 2 begins July 2024	Aug-24
Bright Area TAMU Manhattan Construction	$ 230,205.00	80%	Mar-24
Charlotte Pipe EBCO	$ 118,980.00	55% Phase 2 begins October 2024	Oct-24
Rockdale ISD EBCO	$ 137,200.00	90%	May-24
Giddings Lee County Petroleum	$ 61,800.00	90%	Mar-24
University Dr. Crunch Fitness JaCody	$ 72,000.00	90%	Mar-24
TAMU Central Utility Plant Vaughn	$ 315,500.00	30% Phase 2 begins October 2024	Dec-24
Snook House Demo Snook ISD	$ 39,350.00	0%	Aug-24
TAMU Board of Regents Vaughn	$ 145,000.00	90%	Mar-24
International Ocean Discovery Program Vaughn	$ 30,750.00	95%	Mar-24

ALBO LLC

Demolition & Asbestos Abatement Contractors

Organization Chart



ALBO is locally owned and operated and maintains a local primary office and a maintenance shop.

5780 E SH 21. • Bryan, Texas 77808
(979) 574-3026

Qualifications for ALBO Construction, LLC & Allan Boegner

• 1996-2006	Assumed Name Certificate, DBA Albo Construction
• September 2005	Initial Asbestos Abatement Workers Course
• October 2006	Resilient Floor Covering Removal Course
• December 2006	Asbestos Abatement for Contractor/Supervisor Course
• December 2006	NESHAP Certification
• December 2006	Sole proprietorship formed LLC
• April 2007	Certified HUB Approval
• December 2007	State Asbestos Supervisor License
• December 2007	State Asbestos Transporter License
• December 2011	OSHA 40 Hour for Construction Safety
• February 2019	Mold Remediation Contractor

Albo Construction, LLC is owned and operated by Allan and Felesia Boegner and specializes in partial or complete building demolition, and asbestos/mold/lead abatement. Allan Boegner is the third generation in his family to pursue the demolition aspect of construction. Allan began a full-time career in demolition in 1996. Allan maintains the position of Lead Estimator & Superintendent/Project Manager. Felesia Boegner has approximately 14 years of experience in construction/development lending and has managed the daily operations of their company for the last 22 years.

Current Projects:

- University Drive Crunch Fitness

Future Pojects:

- Central Utility Plant TAMU

TEXAS DEPARTMENT OF LICENSING AND REGULATION
P.O. Box 12157
Austin, Texas 78711-2157
1-800-803-9202 (512) 463-6599
www.tdlr.texas.gov

If you cut around the border of the license it will fit in a standard 5" x 7" frame.

NOTE: Issuance of the wallet card is in a separate mailing.

ALLAN BOEGNER
1144 FAWN LAKE DR
BRYAN TX 77808-9680

Rick Figueroa
Chair

Thomas F. Butler
Vice Chair

Gerald R. Callas, M.D., F.A.S.A.
Nora Castañeda
Sujeeth Draksharam
Lori High, R.N., N.P., Retired
Gary F. Wesson, D.D.S., M.S.

Mold Remediation Contractor

ALLAN BOEGNER

License Number: MRC1623

The person named above is licensed by the Texas Department of Licensing and Regulation.

License Expires: March 14, 2025

Mike Arismendez, Jr.
Executive Director

Texas Department of State Health Services

Asbestos Abatement Supervisor

ALLAN C BOEGNER

License Number: 804762

Control Number: 101383

Expiration Date: 16-Dec-2025

just the card,
no certificate

TEXAS DEPARTMENT OF LICENSING AND REGULATION
P.O. Box 12157
Austin, Texas 78711-2157
1-800-803-9202 (512) 463-6599
www.tdlr.texas.gov

If you cut around the border of the license it will fit in a standard 5" x 7" frame.

22250487000133010 1

11868952-RCO1386

ALBO CONSTRUCTION LLC
1144 FAWN LAKE DR
BRYAN TX 77808-9680

Rick Figueroa
Chair

Thomas F. Butler
Vice Chair

Gerald R. Callas, M.D., F.A.S.A.
Nora Castañeda
Sujeeth Draksharam
Lori High, R.N., N.P., Retired
Gary F. Wesson, D.D.S., M.S.

Mold Remediation Company

ALBO CONSTRUCTION LLC
1144 FAWN LAKE DR BRYAN

ALLEN BOEGNER

License Number: RCO1386

The entity named above is licensed by the Texas Department of Licensing and Regulation.

License Expires: May 08, 2025

Mike Arismendez, Jr.
Executive Director

Texas Department of State Health Services

ALBO CONSTRUCTION LLC

is certified to perform as an

Asbestos Transporter

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.

License Number: 400388

Expiration Date: 12/19/2025

Jennifer Shuford, MD, MPH,
Commissioner of Health

Control Number: 97117

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK

Texas Department of State Health Services

ALBO CONSTRUCTION LLC

is certified to perform as an

Asbestos Abatement Contractor

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.

License Number: 800870

Expiration Date: 03/29/2025

Jennifer Shuford, MD, MPH,
Commissioner of Health

Control Number: 97171

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK

TEEX
TRAIN ▪ SERVE ▪ RESPOND

TEXAS ENGINEERING EXTENSION SERVICE

The Texas A&M University System

in cooperation with the

UNITED STATES DEPARTMENT OF LABOR

OSHA
Occupational Safety and Health Administration

Allan Boegner

has successfully completed

Occupational Safety and Health Standards for the Construction Industry (OSHA 510)

31 Hours

Continuing Education Units Earned 3.10 CEUs

January 31 - February 3, 2012

Region VI OSHA Training Institute — Southwest Education Center
TEEX - A member of the Texas A&M University System

Gary F. Sera, Director
Texas Engineering Extension Service

Charles J. Shields, Director
OSHA Training Institute

Dan Gray, Executive Division Director
OSHA Training Institute Southwest Education Center

OS OSH510 0112 1113334

State Board for Educator Certification #500132

HEARTSAVER

Heartsaver® First Aid CPR AED

American Heart Association.

Allan Boegner

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Heartsaver First Aid CPR AED Program.

Optional modules completed:

Heartsaver Total

Issue Date
10/6/2022

Training Center Name
Emergency Management Resources

Training Center ID
TX05079

Training Center City, State
Dallas, TX

Training Center Phone Number
(972) 235-8330

Renew By
10/2024

Instructor Name
Troy Reynolds

Instructor ID
11060226997

eCard Code
226019160106

QR Code

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

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5780 E SH 21• Bryan, Texas 77808
(979) 574-3026

Qualifications for Charles Cripps

- 2014-present — Albo, LLC – Project Manager
- 2014 — OSHA 40 Hour for Construction Safety
- 1992-2014 — AzteX Contracting, LLC – Owner & operator

Charles Cripps has owned and operated AzteX Contracting, LLC for 23 years. AzteX specialized in commercial renovations and tenant build outs in the Dallas, Fort Worth area. Prior to establishing AzteX, Charles maintained a Project Manager position with Rainier Construction for 6 years.

His experience includes, but is not limited to, the following renovation projects:

Previous Projects:

- A&M Consolidated High School
- Highway 30 Vet
- James Cain Renovation TAMU

Current Projects:

- Bright Area Complex TAMU
- Borlaug Center TAMU
- International Ocean Discovery Program TAMU

Future Projects:

- Charlotte Pipe

HEARTSAVER

Heartsaver®
First Aid CPR AED

American Heart Association.

Charles Cripps

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Heartsaver First Aid CPR AED Program.

Optional modules completed:

Heartsaver Total

Issue Date

10/6/2022

Training Center Name

Emergency Management Resources

Training Center ID

TX05079

Training Center City, State

Dallas, TX

Training Center Phone Number

(972) 235-8330

Renew By

10/2024

Instructor Name

Troy Reynolds

Instructor ID

11060226997

eCard Code

226019167844

QR Code

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

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CLICKSAFETY™

TRAINING. COMPLIANCE. YOUR FUTURE.

certifies that

Charles Cripps

has successfully completed

OSHA 30-Hour Construction

and has earned 3.00 IACET CEUs
and 30.00 Contact Hours.

This course was developed and presented by
ClickSafety.com, Inc.

As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class.

ACCREDITED IACET PROVIDER

Rolando Y. Cedillo
Signature of Administrator

I confirm that I personally took the course listed above.

1230507274	02/27/2023	30.00 Hours	
Serial Number	**Completion Date**	**Course Duration**	**Student Signature**

5780 E SH 21• Bryan, Texas 77808
(979) 574-3026

Qualifications for Dean Mushinski

- 2019-Present Albo, LLC – Project Manager
- 1993-2019 Supervisor, Streets & Drainage, City of College Station

Dean Mushinski began his demolition career with Albo LLC in 2019. Dean specializes in projects that require full building demolition and/or separation, and operating large equipment. He is especially skilled in difficult and/or restricted spaces.

His experience includes, but is not limited to the following projects:

Previous Projects:

- Anderson Nursing Home
- TAMU Nuclear Building
- Normangee ISD
- Checkers Food Mart

Current Projects:

- Rockdale ISD

Future Projects:

- BISD Intermediate 3
- Snook ISD

HEARTSAVER

Heartsaver®
First Aid CPR AED

American Heart Association.

Dean Mushinski

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Heartsaver First Aid CPR AED Program.

Optional modules completed:

Heartsaver Total

Issue Date

10/10/2022

Training Center Name

Emergency Management Resources

Training Center ID

TX05079

Training Center City, State

Dallas, TX

Training Center Phone Number

(972) 235-8330

Renew By

10/2024

Instructor Name

Troy Reynolds

Instructor ID

11060226997

eCard Code

226019233547

QR Code

To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

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CLICKSAFETY

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certifies that

Dean Mushinski

has successfully completed

OSHA 30-Hour Construction

and has earned 3.00 IACET CEUs
and 30.00 Contact Hours.
This course was developed and presented by
ClickSafety.com, Inc.

As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class.

Peter Rice

Trainer

ACCREDITED IACET PROVIDER

I confirm that I personally took the course listed above.

1220396049	10/16/2022	30.00 Hours	
Serial Number	**Completion Date**	**Course Duration**	**Student Signature**

Certificate of Completion

presented to

Jose Ramirez

for successfully completing 10 hours of instruction in

OSHA 10 Hour for Construction

February 12, 2015

Megan Costanza
Dean, Technical and Workforce Programs

BLINN COLLEGE
Workforce Education

James Holt
Instructor, Workforce Education

Certificate of Completion

presented to

George Horella

for successfully completing 10 hours of instruction in

OSHA 10 Hour for Construction

February 12, 2015

Megan Costanza
Dean, Technical and Workforce Programs

BLINN COLLEGE
Workforce Education

James Holt
Instructor, Workforce Education

Certificate of Completion

presented to

Pablo Urbina

for successfully completing 10 hours of instruction in

OSHA 10 Hour for Construction

February 12, 2015

Megan Costanza
Dean, Technical and Workforce Programs

BLINN COLLEGE
Workforce Education

James Holt
Instructor, Workforce Education

Certificate of Completion

presented to

Mickel Williams

for successfully completing 10 hours of instruction in

OSHA 10 Hour for Construction

February 12, 2015

Megan Costanza
Dean, Technical and Workforce Programs

BLINN COLLEGE
Workforce Education

James Holt
Instructor, Workforce Education

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/22/2024

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

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

PRODUCER	Service Insurance Group, Inc. PO Box 5753 3840 Corporate Center Dr Bryan TX 77805-5753
CONTACT NAME:	Kacey Bourke
PHONE (A/C, No, Ext):	979-774-3900
FAX (A/C, No):	(979)774-3955
E-MAIL ADDRESS:	kacey@serviceinsgroup.com
INSURED	Albo Construction, LLC 5780 E SH 21 Bryan TX 77808-

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance Company	22945
INSURER B: Progressive County Mutual	29203
INSURER C: Kinsale Insurance Company	38920
INSURER D: Illinois Union Insurance Company	27960
INSURER E: Starstone Specialty Insurance Company	
INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	0100157006-2	07/16/2023	07/16/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Per Project Agg	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X	X	962265115	10/06/2023	10/06/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
E	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 0			CSX00033446P-02	07/16/2023	07/16/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	0001164174	12/20/2023	12/20/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Contractors Pollution - Asbestos Commercial Crime	X	X	0100283690-0 106693489	02/16/2024 03/01/2023	02/16/2025 03/01/2025	Aggr/Each Poll - Ded Employee Theft	1,000,000/10K 500,000

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

CERTIFICATE HOLDER

AI 022359

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Fax: ( ) -

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July 24, 2023

Bradley Hurt
Services Insurance Group, Inc.
3840 Corporate Center, Bryan, TX 77802

Re: Albo Construction, LLC

To Whom It May Concern:

It is with pleasure that we express our confidence in our contractor client Albo Construction, LLC.

We have written bonds for Albo Construction, LLC and have approved numerous requests for bid and performance bonds. While we do not have a formal bond limit for Albo Construction, LLC, we would consider any reasonable requests for surety credit. In the past, we have considered bonds in the $2,000,000 single range with an aggregate limit in the $6,000,000 range.

Any arrangement for bonds is a matter between Albo Construction, LLC and the surety and we assume no liability to you or third parties if for any reason we do not execute bonds or if circumstances change after the date of this letter.

Should you have any questions, please feel free to contact me at .

Sincerely,

Brent Beaty

Brent Beaty
Vice President, Contract Underwriter
Markel Surety

Brazos County
Purchasing Department

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

Addendum #1 to Bid # CIP 24-611
Demolition & Removal Services for Multiple County Buildings

Issued: February 16, 2024
Change: Asbestos Reports and Clarification, Pre-Bid Meeting
Reason: Requested Information

Please see the Asbestos Report attached for the BISD Building. No testing was done at any of the other locations. Any testing required by the Federal, State, or Local jurisdiction shall be completed and included in the price for demolition and removal services prior to notice to proceed. Any hazardous material, abatement, is also required per the same jurisdictional regulations and included in the pricing proposal.

Due to multiple requests, we will have a Pre-Bid Meeting on Monday, February 26 at 2PM at the BISD Building located at 800 Texas Avenue, Bryan, TX 77803.

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

Acknowledgement of Addendum:
Signature: Telesia Boegner
Printed Name: Telesia Boegner

Brazos County
Purchasing Department

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

Addendum #2 to CIP 24-611
Demolition & Removal Services for Multiple County Buildings

Issued: February 26, ~~2023~~ 2024
Change: Correction of Address for Pre-Bid
Reason: Clarification and Information

Pre-Bid location is 101 North Texas Avenue, Bryan, Texas -- This will be at 2:00 PM CST on February 26, 2024.

The wrong location was put on the original addendum.

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

Acknowledgement of Addendum:
Signature: Felesia Boegner
Printed Name: Felesia Boegner

Brazos County
Purchasing Department

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

Addendum #3 to Bid # CIP 24-611
Demolition & Removal Services for Multiple County Buildings

Issued: March 27, 2024
Change: Asbestos Reports and Clarification, Address correction
Reason: Requested Information & Clarification

The Old BISD Building is located at 101 North Texas Avenue, Bryan, TX. The address on the bid is not correct.

Per conversations at the pre-bid meeting, the County is working to obtain asbestos reports and surveys for each of the buildings. We are hoping to post these in a future addendum in the early part of the week of March 4th.

Due to working to get Asbestos Reports completed with Surveys by the County (per conversations at the pre-bid meeting) for all three buildings, we are postponing the question deadline and bid submittal dates. The question deadline is now Thursday, March 7, 2024, at 5:00 PM. Bids due date is now Thursday, March 14, 2024, before 2:00 PM.

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

Acknowledgement of Addendum:
Signature: Felesia Boegner
Printed Name: Felesia Boegner

Brazos County
Purchasing Department

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

Addendum #4 to Bid # CIP 24-611
Demolition & Removal Services for Multiple County Buildings

Issued: March 1, 2023 2024
Change: Asbestos Reports and Surveys for Demolition
Reason: Requested Information

Please see the reports/surveys for the asbestos inspection.

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

Acknowledgement of Addendum:
Signature: Felesia Boegner
Printed Name: Felesia Boegner

Brazos County
Purchasing Department

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

Addendum #5 to Bid # CIP 24-611
Demolition & Removal Services for Multiple County Buildings

Issued: March 4, 2023 2024
Change: Asbestos ~~Reports~~ (Previously Done) for BISD Building
Reason: Requested Information

Please see the reports/surveys for the asbestos inspection previously done on the BISD Building.

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

Acknowledgement of Addendum:
Signature: Felesia Boegner
Printed Name: Felesia Boegner

Brazos County
Purchasing Department

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

Addendum #6 to Bid # CIP 24-611
Demolition & Removal Services for Multiple County Buildings

Issued: March 7, ~~2023~~ 2024
Change: Asbestos Reports for BISD Building
Reason: Clarifying Information

We are currently working on verifying the quantities and locations of asbestos in the old BISD building. We are hoping to post them in an addendum at the beginning of the March 11 week to get equal and fair bids.

Due to this, we are moving the dates again to the following:
Question Deadline: Thursday, March 14, 2024
Proposals Due: Thursday, March 21, 2024

Thank you for our patience through this bidding process.

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

Acknowledgement of Addendum:
Signature: Telesia Boegner
Printed Name: Telesia Boegner

Brazos County
Purchasing Department

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

Addendum #7 to Bid # CIP 24-611
Demolition & Removal Services for Multiple County Buildings

Issued: March 12, 2023 2024?
Change: Asbestos Reports for BISD Building with Quantities
Reason: More Clarifying Information

The attached report includes quantities along with the full plan of action for the old BISD building.

Choice Consulting will be providing air monitoring and oversite for the BISD building during abatement activities under a separate contract with Brazos County. This portion of the work should not be included in the demo contractor's pricing. This is a correction from an earlier addendum.

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

Acknowledgement of Addendum:
Signature: Felesia Boegner
Printed Name: Felesia Boegner

MARKEL®

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Albo Construction, LLC as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 2103 CityWest Boulevard, Suite 1300, Houston, TX 77042, as surety, hereinafter called the "Surety," are held and firmly bound unto Brazos County, TX as obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for greatest amount bid for CIP 24-611; multiple building demo.
.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 12th day of March, 2024.

Principal: Albo Construction, LLC

By: Felesia Boegner
Signature

Name: Felesia Boegner
Title: President

SureTec Insurance Company

By: _____
Signature

Name: Bradley Hurt
Attorney-in-Fact

The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage Information and Limitations

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: http://www.tdi.state.tx.us
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

POA #: 4221604

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Bradley Hurt, Rodney Hurt, Donna P. Beeler, Robert Rainey

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 29th day of March , A.D. 2023 .

SURETEC INSURANCE COMPANY

By: _____

Michael C. Keimig, President

State of Texas ss:
County of Harris

On this 29th day of March , A.D. 2023 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

TANYA SNEED
Notary Public State of Texas
Commission # 128571231
Commission Expires 03/30/2027

_____

Tanya Sneed, Notary Public
My commission expires March 30, 2027

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 12th day of March 2024 , A.D.

_____

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221604
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

OMB APPROVAL NO.: 3245-0188
EXPIRATION DATE: 01/31/2018

PERSONAL FINANCIAL STATEMENT
7(a) / 504 LOANS AND SURETY BONDS

U.S. SMALL BUSINESS ADMINISTRATION

As of Nov 30, 2023

SBA uses the information required by this Form 413 as one of a number of data sources in analyzing the repayment ability and creditworthiness of an application for an SBA guaranteed 7(a) or 504 loan or a guaranteed surety.

Complete this form for: (1) each proprietor; (2) general partner; (3) managing member of a limited liability company (LLC); (4) each owner of 20% or more of the equity of the Applicant (including the assets of the owner's spouse and any minor children); and (5) any person providing a guaranty on the loan

Return completed form to:
For 7(a) loans: the lender processing the application for SBA guaranty
For 504 loans: the Certified Development Company (CDC) processing the application for SBA guaranty
For Surety Bonds: the Surety Company or Agent processing the application for surety bond guaranty

Name ALBO Construction LLC **Business Phone** 979-574-3026

Home Address 1144 Fawn Lake Drive **Home Phone** 979-450-8088

City, State, & Zip Code Bryan TX 77808

Business Name of Applicant ALBO Construction LLC

ASSETS (Omit Cents)		**LIABILITIES** (Omit Cents)	
Cash on Hand & in banks	$ 642,628	Accounts Payable	$
Savings Accounts	$	Notes Payable to Banks and Others (Describe in Section 2)	$
IRA or Other Retirement Account (Describe in Section 5)	$	Installment Account (Auto) Mo. Payments $	$
Accounts & Notes Receivable (Describe in Section 5)	$	Installment Account (Other) Mo. Payments $	$
Life Insurance – Cash Surrender Value Only (Describe in Section 8)	$	Loan(s) Against Life Insurance	$
Stocks and Bonds (Describe in Section 3)	$	Mortgages on Real Estate (Describe in Section 4)	$
Real Estate (Describe in Section 4)	$ 857,000	Unpaid Taxes (Describe in Section 6)	$
Automobiles (Describe in Section 5, and include Year/Make/Model)	$ 454,752	Other Liabilities (Describe in Section 7)	$ 100,000
Other Personal Property (Describe in Section 5)	$	Total Liabilities	$
Other Assets (Describe in Section 5)	$ 2,257,179	Net Worth	$
Total Assets	$	**Total Liabilities & Net Worth**	$
		***Must equal total in assets column.**	

Section 1. Source of Income		**Contingent Liabilities**	
Salary	$	As Endorser or Co-Maker	$
Net Investment Income	$	Legal Claims & Judgments	$
Real Estate Income	$	Provision for Federal Income Tax	$ 150,000
Other Income (Describe below)*	$	Other Special Debt	$ 100,000

Description of Other Income in Section 1.

*Alimony or child support payments should not be disclosed in "Other Income" unless it is desired to have such payments counted toward total income.

Section 2. Notes Payable to Banks and Others. (Use attachments if necessary. Each attachment must be identified as part of this statement and signed.)

Names and Addresses of Noteholder(s)	Original Balance	Current Balance	Payment Amount	Frequency (monthly, etc.)	How Secured or Endorsed Type of Collateral

Section 3. Stocks and Bonds. (Use attachments if necessary. Each attachment must be identified as part of this statement and signed.)

Number of Shares	Name of Securities	Cost	Market Value Quotation/Exchange	Date of Quotation/Exchange	Total Value

Section 4. Real Estate Owned. (List each parcel separately. Use attachment if necessary. Each attachment must be identified as a part of this statement and signed.)

	Property A	Property B	Property C
Type of Real Estate (e.g. Primary Residence, Other Residence, Rental Property, Land, etc.)			
Address			
Date Purchased			
Original Cost			
Present Market Value			
Name & Address of Mortgage Holder			
Mortgage Account Number			
Mortgage Balance			
Amount of Payment per Month/Year			
Status of Mortgage			

Section 5. Other Personal Property and Other Assets. (Describe, and, if any is pledged as security, state name and address of lien holder, amount of lien, terms of payment and, if delinquent, describe delinquency.)

see attached

Section 6. Unpaid Taxes. (Describe in detail as to type, to whom payable, when due, amount, and to what property, if any, a tax lien attaches.)

2023 estimated income tax $150,000

Section 7. Other Liabilities. (Describe in detail.)

Operating costs, insurance costs, salaries, etc.

Section 8. Life Insurance Held. (Give face amount and cash surrender value of policies – name of insurance company and Beneficiaries.)

I authorize the SBA/Lender/Surety Company to make inquiries as necessary to verify the accuracy of the statements made and to determine my creditworthiness.

CERTIFICATION: (to be completed by each person submitting the information requested on this form)

By signing this form, I certify under penalty of criminal prosecution that all information on this form and any additional supporting information submitted with this form is true and complete to the best of my knowledge. I understand that SBA or its participating Lenders or Certified Development Companies or Surety Companies will rely on this information when making decisions regarding an application for a loan or a surety bond. I further certify that I have read the attached statements required by law and executive order.

Signature _____ Date 12/12/2023

Print Name Allan Boegner Social Security No. 457-95-7444

Signature _____ Date 12/12/2023

Print Name Felesia Boegner Social Security No. 441-74-3503

NOTICE TO LOAN AND SURETY BOND APPLICANTS: CRIMINAL PENALITIES AND ADMINISTRATIVE REMEDIES FOR FALSE STATEMENTS:

Knowingly making a false statement on this form is a violation of Federal law and could result in criminal prosecution, significant civil penalties, and a denial of your loan or surety bond application. A false statement is punishable under 18 U.S.C. §§ 1001 and 3571 by imprisonment of not more than five years and/or a fine of up to $250,000; under 15 U.S.C. § 645 by imprisonment of not more than two years and/or a fine of not more than $5,000; and, if submitted to a Federally-insured institution, a false statement is punishable under 18 U.S.C. § 1014 by imprisonment of not more than thirty years and/or a fine of not more than $1,000,000. Additionally, false statements can lead to treble damages and civil penalties under the False Claims Act, 31 U.S.C. § 3729, and other administrative remedies including suspension and debarment.

PLEASE NOTE: The estimated average burden hours for the completion of this form is 1.5 hours per response. If you have questions or comments concerning this estimate or any other aspect of this information, please contact Chief, Administrative Branch, U.S. Small Business Administration, Washington, D.C. 20416, and Clearance officer, paper Reduction Project (3245-0188), Office of Management and Budget, Washington, D.C. 20503. PLEASE DO NOT SEND FORMS TO OMB.

Financial Statement for ALBO as of November 2023

CASH

Account Name	Bank	Balance	Acct Number	Pledged	
Albo Checking	City Bank	$ 642,628.54	xxxx0330		
		$ 642,628.54			

REAL ESTATE

Property	Lien Holder	Lien Balance	Market Value	Yrly Pmt Terms	Yrly Rental Income
1144 Fawn Lake Dr - Shop	no lien	$ -	$ 583,000.00	$ -	$ -
5878 Dilly Shaw Tap - Shop	no lien	$ -	$ 274,000.00	$ -	$ -
		$ -	**$ 857,000.00**	**$ -**	**$ -**

OTHER ASSETS

AUTO	Lien Holder	Lien Balance	Market Value	Yrly Pmt Terms	Yrly Rental Income
2024 Ford F350			$ 74,000.00		
2024 Ford F350			$ 85,000.00		
2020 Ford F350			$ 60,000.00		
2015 Ford F350			$ 65,000.00	$ -	$ -
2014 Ford F350		$ -	$ 50,000.00	$ -	$ -
2010 Dodge		$ -	$ 30,000.00	$ -	$ -
2005 Mack Truck		$ -	$ 114,876.00	$ -	$ -
2005 Mack Truck		$ -	$ 114,876.00	$ -	$ -
Peterbilt			$ 80,000.00		
		$ -	**$ 454,752.00**	$ -	

EQUIPMENT	Lien Holder	Lien Balance	Market Value	Yrly Pmt Terms	Yrly Rental Income
2017 Bobcat 3779	-	$ -	$ 30,000.00	$ -	
2017 Bobcat 3778	-	$ -	$ 48,252.00	-	
2016 Tilt Trailer	-	$ -	$ 8,500.00	$ -	$ -
2015 Molly Magnet	-	$ -	$ 10,000.00	$ -	$ -
2013 Bobcat T750	-	$ -	$ 30,000.00	$ -	
2011 Dump Trailer 4194	-	$ -	$ 9,000.00	$ -	$ -
2011 Dump Trailer 4193	-	$ -	$ 9,000.00	$ -	$ -
2009 Bobcat Skidsteer T300	-	$ -	$ 30,000.00	$ -	$ -
2007 Komatsu Excavator	-		$ 80,000.00		
2005 Dump Trailer 6690	-	$ -	$ 6,000.00	$ -	$ -
2005 Dump Trailer 6691	-	$ -	$ 6,000.00	$ -	$ -
2005 Bobcat Skidsteer 763	-	$ -	$ 5,000.00	$ -	$ -
2003 Hitachi Excavator	-	$ -	$ 60,000.00	$ -	$ -
Utility Trailer	-	$ -	$ 4,000.00	$ -	$ -
07CM Cargo Trailer	-	$ -	$ 6,000.00	$ -	$ -
Miller Welder/Trailer	-	$ -	$ 13,000.00	$ -	$ -
3- Scrap Trailer	-	$ -	$ 255,000.00	$ -	$ -
Generator & Trailer	-	$ -	$ 10,000.00	$ -	$ -
2- Komatsu Excavators	-	$ -	$ 160,000.00	$ -	$ -
Concrete Pulverizer	-	$ -	$ 20,000.00	$ -	$ -
30 Neg-Air Machines	-	$ -	$ 25,000.00	$ -	$ -
2- Komatsu Couplers	-	$ -	$ 17,400.00	$ -	$ -
		$ -	**$ 1,491,780.00**	**$ -**	**$ -**

MISC	Lien Holder	Lien Balance	Market Value	Yrly Pmt Terms	Yrly Rental Income
5- Conex Containers	-	$ -	$ 25,000.00	$ -	$ -
Floor Machine	-	$ -	$ 18,000.00	$ -	$ -
Misc. Tools	-	$ -	$ 200,000.00	$ -	$ -
2- Rockland Thumb	-	$ -	$ 18,400.00	$ -	$ -
Cyclone Drop Hammer	-	$ -	$ 15,000.00	$ -	$ -
2- Stanley Hydraulic Hammer	-	$ -	$ 14,000.00	$ -	$ -
2- Kent Hydraulic Hammer	-	$ -	$ 80,000.00	$ -	$ -
6- Skidsteer Grapple Buckets	-	$ -	$ 19,200.00	$ -	$ -
Misc. Skidsteer Attachments	-	$ -	$ 20,000.00	$ -	$ -
Concrete Saw	-	$ -	$ 37,000.00	$ -	$ -
Bil-Jax Trash Chute	-	$ -	$ 21,000.00	$ -	$ -
4- Decon Showers	-	$ -	$ 4,000.00	$ -	$ -
6- Manometers	-	$ -	$ 6,000.00	$ -	$ -
10- Buffers	-	$ -	$ 12,000.00	$ -	$ -
T770 Bobcat			$ 92,000.00		
T2500 Floor Scraper			$ 29,799.00		
2- Skidsteer Scrappers			$ 5,000.00		
Tree Spade			$ 18,000.00		
John Deere 650 Dozer			$ 60,000.00		
06CPS end Dump			$ 26,000.00		
122 Renco end Dump			$ 45,000.00		
			$ 765,399.00		

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 4/9/2024

ITEM: Approval of Change Order #1 to CIP #24-618 Harper's Ferry & Cricket Pass Reconstruction for hydrovac operations and additional services for design revisions in the amount of $20,200.00, increasing the contract total to $48,350.00.

TO: Commissioners Court

FROM: Presley Nelson

DATE: 04/03/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Change_Order_#1-_Partly_Executed.pdf	Change Order #1	Backup Material

ARCHITECTURE • ENGINEERING • INTERIORS
LANDSCAPE • SURVEYING

LUFKIN • BRYAN • TYLER • GROESBECK

March 14, 2024

Brazos County
2617 W. Hwy 21
Bryan, Texas 77803

Attn: Fred Paine, PE *(via e-mail FPaine@brazoscountytx.gov)*

RE: Harpers Ferry Road & Cricket Pass – Additional Services
GLS Job No. 619019

Mr. Paine:

GLS is pleased to provide a proposal for the hydrovac operations and additional services for design revisions for Harpers Ferry Road and Cricket Pass.

- Includes mobilization, labor, and expense for hydrovac operations (six total hours) along Harpers Ferry Road during week of 3/18. Includes documentation and observation by GLS.
- Includes design revisions to pavement sections, grading, and traffic control.

Fees

The following is a breakdown of the fees for the above-described scope of work:

- Hydrovac Operations.....$ 5,000.00
- Additional Services for Design Revisions.....$ 15,200.00

TOTAL.....$ 20,200.00

All correspondence between the County and GLS will be documented with Procore project management software.

Thank you for the opportunity. We look forward to assisting you with your project.

Sincerely,

John Rusk, P.E.
Vice President Branch Offices
JR/ac

APPROVED

4/9/24

Duane Peters
County Judge

Date

4077 CROSS PARK DRIVE • SUITE 100
BRYAN, TEXAS • 77802

PHONE: 979-776-9700
FAX: 936-637-6330

T.B.P.E.L.S. FIRM ENG NO. 413
T.B.A.E. FIRM NO. BR 351

T.B.P.E.L.S. FIRM SURVEY NO. 10110901
GLSTEXAS.COM

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 4/9/2024

ITEM: Approval of CIP #24-637 Detention Center Master Control Valves Renovations- Architectural Services with Burditt Consultants, in the amount of $45,270.00.

TO: Commissioners Court

FROM: Presley Nelson

DATE: 04/03/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Partly_Executed_Contract.pdf	Partly Executed Contract	Backup Material

BRAZOS COUNTY MASTER ARCHITECTURE PROFESSIONAL SERVICES CONTRACT - 2023
PURCHASE ORDER No. 23-08 – DETENTION CENTER MASTER CONTOL VALVES RENOVATIONS

This Purchase Order No. 23-08 ("Purchase Order") is entered into between Brazos County, Texas ("the County") and BURDITT CONSULTANTS LLC ("the Architect") on _____, 2024 under the terms and conditions established in the MASTER ARCHITECTURE PROFESSIONAL SERVICES CONTRACT between The County and The Architect dated September 20, 2022 (the "Agreement").

ARTICLE I PROJECT UNDERSTANDING

1.01 Renovation to existing water controls in the Brazos County Detention Center

(A) Brazos County Detention Center
1835 Sandy Point Rd,
Bryan, TX 77807

The work shall be conducted in wings C-G of the Secure Housing Unit of the Detention Facility. The plumbing lines will be put on a master valve system to control the facility's plumbing fixtures. The work will include the removal and replacement of the existing controls, repairs to any of the piping and walls as required, and installation of the master valve controls.

ARTICLE II SCOPE OF SERVICES

2.01 The Architect shall provide all applicable services described in the Agreement for the following Phases:

2.02 Design Phase

(A) Preliminary Design
(B) Final Design & Permitting

2.03 Bidding and Construction Phase

(A) RFQ Preparations & Evaluation
(B) Construction Observation
(C) Project Close-Out

2.04 General Assumptions

(A) All plumbing controls will be designed in accordance with the City of Bryan International Building Code (IBC) version 2021, International Plumbing Code version 2021 (if applicable), 2012 Texas Accessibility Standards, the Texas Commission on Jail Standards, and inclusive of any adopted amendments.
(B) Awarded Contractor shall field verify locations of all existing valves/fixtures and is to assume this responsibility as a part of the Contractor's bid.

2.05 Supplemental Services:

(A) Services include certain project requirements potentially necessary for the fulfillment of the Basic Services, but which are treated separately from Basic Services due to unknown need, timing, scope, and/or cost which are indeterminable at the outset of the project until preliminary design matters are determined.
(B) Such requirements will be determined collaboratively between the County and the Architect throughout the project duration. Any of these services which the County determines should be addressed as Supplemental Services by the Architect will be followed by formal proposals from subconsultants to be approved by the City with costs reimbursed to the Architect plus applicable administrative markup fees.
(C) A separate budget will be established in the Fee section as a limit for which any required and approved Supplemental Services will draw down from that limit. Services required beyond the original established limited that arise beyond the Architect's reasonable control will be scoped and negotiated with the County as Additional Services following applicable provisions in Article VI.
(D) For this project, the potential supplemental project requirements anticipated to include:
(i) Plumbing Design related to relocation/reconfiguration/replacement/addition of the control valves and/or other plumbing fixtures and piping required to execute the Work.

(ii) Structural Consultation and/or Design related to modifying any structural wall conditions required to execute the Work.

ARTICLE III DELIVERABLES

3.01 The Architect shall provide electronic plans (enlarged plans, interior elevations, notes, details), specifications, and Opinions of Probable Cost as required for each applicable phase and as described in the Agreement. Paper copies may be provided upon request by the County, and within limited quantities agreed upon prior to printing.

ARTICLE IV SCHEDULE

4.01 The Architect shall complete the design phase (ARTICLE II, 2.01, A through C of this Purchase Order) within 60 calendar days of notice to proceed (NTP) date, established upon acceptance of this Purchase Order by the County. Project Schedule is subject to modification due to changes in Scope or absence of required County approvals to complete the Project design documents.

ARTICLE V COMPENSATION

5.01 The total not-to-exceed amount payable by the County under this Purchase Order is **$45,270.00** and shall be invoiced as hourly not-to-exceed (HNTE) according to the hourly fee rates set forth in the Agreement, Exhibit B, and as summarized below:

Basic Services

(A) Architecture

Principal	1,800
Program Manager	N/A
Project Manager	$5,400
Project Architect/Coordinator	$6,600
Senior Planner	N/A
Planning Associate	N/A
Architecture Project Designer	N/A
CAD/BIM Designer	$3,500
Administrative Assistant	$450
Subtotal Architecture	**$17,750**

Supplemental Services *Utilized only as required upon completion of Preliminary Design to complete the Construction Documents, in coordination and communication with the County. Detailed hourly NTE proposals will be provided at this stage.*

(B) Plumbing Design Services – HNTE $24,270

(C) Structural Consultation/Design Services – HNTE $ 3,250 as/if required

ARTICLE VI OTHER PROVISIONS

6.01 The parties agree to the following provisions with respect to this specific Purchase Order:

(A) Any services rendered by the Architect beyond those described in ARTICLE II shall be compensated as Additional Services on the same basis set forth in ARTICLE V, or on a lump-sum basis if not appropriate or typical to estimate as an hourly fee.

(B) All terms and conditions of the Agreement are incorporated herein and shall control in the event of a conflict with this Purchase Order. The County and the Architect hereby agree to the terms and conditions of this Purchase Order as of the date set forth above. The individuals signing this Purchase Order represent and warrant that they have the power and authority to enter into this Purchase Order and bind the parties for whom they sign.

THE COUNTY:

By: _____

Name: DUANE PETERS

Title: COUNTY JUDGE

THE ARCHITECT:

By: _____

Name: Mark F. Goulas, AIA, RID

Title: Director of Design

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 4/9/2024

ITEM: Approval of Contract #24-638 with Freese and Nichols, Inc. for diagnostic review of the Brazos County Subdivision Regulations and approval of order exempting this contract from competitive bidding. Brazos County is piggybacking from Tarrant County Contract 2020-033.

TO: Commissioners Court

FROM: Presley Nelson

DATE: 04/03/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Exemption-_Prof._Service-__Freese_and_Nichols.pdf	Order	Backup Material
PSA_-_Subdivision_Regulations_Diagnostics_Report_FNI_Signed_02.14.2024.pdf	Original Contract	Backup Material

ORDER

COMPETITIVE BIDDING REQUIREMENT EXEMPTION OF A CONTRACT
FOR PROFESSIONAL SERVICES MADE BY A COUNTY
UNDER LOCAL GOVERNMENT CODE SECTION 262.024(A)(4)

The referenced Agreement between Brazos County and Freese and Nichols, Inc. for the provision of services described in the referenced Agreement constitutes a contract. The Brazos County Commissioners Court finds that this is a contract for professional services and is exempt from competitive bidding. This Order is made pursuant to V.T.C.A. Local Government Code §262.024(a)(4) and is to be entered into, the Commissioners Court minutes.

APPROVED (✓) DISAPPROVED ( )

BY COMMISSIONERS COURT ON April 9, 2024 (DATE)

Duane Peters, County Judge

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZOS §

This Agreement is entered into by Brazos County, Texas (Client) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for Client and Client utilizing these services, the parties hereby agree:

I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Brazos County Subdivision Regulations Diagnostic Report.

II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.

III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of $57,720.00.

IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.

V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Brazos County, Texas.

VI. **EFFECTIVE DATE:** The effective date of this Agreement is _____.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

BRAZOS COUNTY, TEXAS		**FREESE AND NICHOLS, INC.**	
By:		By:	
Name:	DUANE PETERS	Name:	Wendy S. Bonneau, FAICP
Title:	COUNTY JUDGE	Title:	Principal / Vice President
Date:	4/9/2024	Date:	February 14, 2024
Attest:		Attest:	

SCOPE OF SERVICES AND RESPONSIBILITIES OF COUNTY

ARTICLE I

BASIC SERVICES: Freese and Nichols, Inc. (FNI) will review, analyze, and provide recommendations for updates to the County's current document titled, "Brazos County Subdivision and Land Development Rules and Regulations (Effective Date: July 5, 2016)," herein referred to as Subdivision Regulations. The diagnostic report will lay the foundation for developing updates to the County's Subdivision Regulations. This diagnostic evaluation will result in the definition of problems and issues arising out of the County's current Subdivision Regulations.

The scope of services includes the following tasks:

Diagnostic Services

Task 1: Identify and Diagnose Issues from the Use of the Subdivision Regulations

i. Analyze conflicts that have occurred within the County, and identify potential causes arising from current subdivision regulations. Including but not limited to: ETJ, commercial development, and thoroughfare plan issues.
ii. Analyze the County's existing subdivision regulations and identify deficiencies insite development standards.
iii. Analyze the County's subdivision development review processes, and identify opportunities for expediting or simplifying approval of applications.
iv. ***Meetings: One (1) day of interviews will be held with County Staff, Commissioners Court, and stakeholders to identify and discuss issues related to the existing Subdivision Regulations. The County Staff or Commissioners Court will identify all persons to be interviewed. Interviews will be held at the County offices.***

Task 2: Prepare a Draft Diagnostic Report

i. The draft diagnostic report will summarize the results of the investigation and define issues for deliberation.
ii. This draft report will be delivered electronically to allow an opportunity for County Staff and Commissioners Court to provide feedback and respond to the issues identified in the report.
iii. ***Meetings: One (1) workshop with the County will be held to review the draft report and discuss any questions or necessary revisions. Participants at the workshop are anticipated to be members of the Commissioners Court, with County Staff if needed. The actual Participants will be selected by the Commissioners Court.***

Task Product: ***Task 2 deliverable is a draft Diagnostic Report in electronic format.***

Task 3: Refine Issues and Develop Creative and Realistic Solutions

i. Critical issues and objectives will be formalized and documented as part of this task.
ii. This task will incorporate the County's comments received during Task 2, as well as FNI's professional expertise in the development and updating of subdivision regulations.
iii. The result of this task will be a set of realistic solutions responding to each of the items identified as issues with the current subdivision regulations.
iv. ***Meetings: One (1) workshop with the County will be held to discuss any remaining issues and reach consensus in order to finalize the report. Participants at the workshop are anticipated to be members of the Commissioners Court, with County Staff if needed. The actual Participants will be selected by the Commissioners Court.***

Task 4: Prepare a Final Diagnostic Report

i. The Diagnostic Report will summarize the findings and provide recommendations pertaining to revisions to the County's subdivision regulations, including a summary of the proposed resolution of each issue defined in Task 3.

ii. The report will incorporate an outline of the proposed recommendations on how the County's procedures and regulations can be made more user-friendly, as well as opportunities the County can pursue to enhance its public image and to proactively encourage cooperation and high-quality products from the development community.

Task Product: Task 4 deliverable is the final Diagnostic Report in electronic format and five (5) hard copies.

Meetings: FNI will participate in three (3) meetings.

Deliverables: Final deliverables will include five (5) hard copies of Final Diagnostic Report and (1) electronic copy on USB drive of all identified deliverables.

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by COUNTY, which are not included in the above described basic services, are described as follows:

A. Providing renderings, model, and mock-ups requested by the COUNTY.

B. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by COUNTY or 2) due to other causes not solely within the control of FNI.

C. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by COUNTY

D. Meeting or trips in excess of the number of meetings included in Article I for site visits, coordination meetings, or other activities.

E. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

F. Preparing data and reports for assistance to COUNTY in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court arbitration panel or mediator.

G. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

H. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the COUNTY.

I. Preparing statement for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

J. Providing document revisions in excess of those outlined in Article I.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

Task	Due Date
Task 1: Identify and Diagnose Issues from the Use of the Subdivision Regulations	Month 1
Task 2: Prepare a Draft Diagnostic Report	Month 2-3
Task 3: Refine Issues and Develop Creative and Realistic Solutions	Month 3-4
Task 4: Prepare a Final Diagnostic Report	Month 4-5

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in COUNTY or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT and in Attachment CO.

ARTICLE IV

RESPONSIBILITIES OF COUNTY: COUNTY shall perform the following in a timely manner so as not to delay the services of FNI:

A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article I.

B. Contact meeting invitees for stakeholder and public meeting. This includes email, mail, newsletter or other forms of notification.

C. Designate in writing a person to act as COUNTY's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have the authority to transmit instructions, receive information, interpret and define COUNTY's policies and decisions with respect to FNI's services for the Project.

D. Arrange for access to and make all provisions for FNI to enter upon public property as required for FNI to perform services under this AGREEMENT.

E. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by FNI within a reasonable time so as not to delay the services of FNI.

F. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this AGREEMENT or other services as required.

G. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and COUNTY designate the following representatives:

COUNTY's Designated Representative	Duane Peters 200 S. Texas Ave., Suite 332 Bryan, TX 77803 (979) 361-4102 dpeters@brazoscountytx.gov
COUNTY's Accounting Representative	Wm. Charles Wendt 200 S. Texas Ave., Suite 332 Bryan, TX 77803 (979) 361-4292 cwendt@brazoscountytx.gov
FNI's Designated Representative	Daniel Harrison 12770 Merit Drive, Suite 900 Dallas, Texas 75251 (214) 217-2374 deh@freese.com
FNI's Accounting Representative –	Sharon James 801 Cherry St., Ste 2800 Fort Worth, TX 76102 (817) 735-7298 sdj@freese.com

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) Client refers to the party named as such in the Agreement between the Client and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.

2. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the project, including previous reports and any other data relative to design or construction of the project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Client. To the fullest extent permitted by law, Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.

3. **STANDARD OF CARE:** FNI will perform all professional services under this Agreement with the professional skill and care ordinarily provided by competent members of the subject profession practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the subject profession. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.

4. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

Commercial General Liability	Workers' Compensation
$2,000,000 General Aggregate	As required by Statute
Automobile Liability (Any Auto)	Professional Liability
$1,000,000 Combined Single Limit	$3,000,000 Annual Aggregate

5. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

   FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by Client. However, when such changes differ from prior comments, directions, instructions, or approvals given by Client or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.

6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to

determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the Client's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a statement for Services to Client and in acceptance of Services as satisfactory by Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon the Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

   If Client fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

   If FNI's Services are delayed or suspended by Client or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at the Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If Client designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the project begins.

11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the project (except workers' compensation and professional liability policies); and (2) as an indemnified party in any indemnification provisions where Client is named as an indemnified party.

12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.

13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.

14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.

15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the project.

16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.

17. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

    Neither Client nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Purchasing NUMBER:

DATE OF COURT MEETING: 4/9/2024

ITEM: Approval of CIP #24-639 JP Pct 3 Evidence Storage Area Design with Burditt Consultants, in the amount of $29,705.00.

TO: Commissioners Court

FROM: Presley Nelson

DATE: 04/04/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Partly_Executed_Contract.pdf	Original Contract	Backup Material

BRAZOS COUNTY MASTER ARCHITECTURE PROFESSIONAL SERVICES CONTRACT - 2022
PURCHASE ORDER No. 24-01 – JUSTICE OF THE PEACE, PRECINCT 3 BUILDING STORAGE AREA

This Purchase Order No. 24-01 ("Purchase Order") is entered into between Brazos County, Texas ("the County") and BURDITT CONSULTANTS LLC ("the Architect") on _____, 2023 under the terms and conditions established in the MASTER ARCHITECTURE PROFESSIONAL SERVICES CONTRACT between The County and The Architect dated September 20, 2022 (the "Agreement").

ARTICLE I PROJECT UNDERSTANDING

1.01 Justice of the Peace Precinct 3 evidence storage at existing exterior breezeway area adjacent to the courtroom. Project locations are as follows:

(A) Brazos County Precinct 3 Justice of the Peace – Storage Area
1500 George Bush Dr
College Station, TX 77840

During an initial site visit with the County, Bldg. it was determined to enclose the existing breezeway next to the courtroom and create a new conditioned secure storage within this space. Conceptual plans and Opinions of Probable Costs will be provided to during the initial process to evaluate any cost constraints for the scope of work.

ARTICLE II **DESCRIPTION OF SERVICES**

2.01 Burditt Land|Place will perform services for the following phases:

A.) Schematic Design
B.) Design Development
C.) Construction Documents
D.) Bidding + Negotiation
E.) Construction Administration

(A) Schematic Design

During this phase, we field verify conditions, inspect the site, determine the site objectives/constraints and document the information to use in the other architectural phases. Additionally, we programed the project requirements, develop conceptual floor plans and elevations, reviewed materials for the project, and work with the owner to establish the construction budget for the schematic phase.

(B) Design Development

During this phase, we further develop the project requirements, develop the conceptual floor plans and elevations, and formalize recommendations with respect to the site conditions. Additionally, we collaborated with you to tighten up the Opinion of Probable cost for the project.

(C) Construction Documents

Once the Design Development phase is approved, Burditt Land|Place will develop detailed construction documents and specifications for construction and the building permit.

(D) Bidding + Negotiation

During this phase, Burditt Land|Place will help coordinate bidding of the Construction Documents released to the sub-contractors. We will answer and clarify any questions or alternates to `the original documents.

(E) Construction Administration

Burditt Land|Place will review and approve shop drawings and materials submitted by the contractor. We will review certificates of payment submitted by the contractor and visit the construction site as required to observe the installations and progress.

2.02 Supplemental Services:

(A) Services include certain project requirements potentially necessary for the fulfillment of the Basic Services, but which are treated separately from Basic Services due to unknown need, timing, scope, and/or cost which are indeterminable at the outset of the project until preliminary design matters are determined.

(B) Such requirements will be determined collaboratively between the County and the Architect throughout the project duration. Any of these services which the County determines should be addressed as Supplemental Services by the Architect will be followed by formal proposals from subconsultants to be approved by the City with costs reimbursed to the Architect plus applicable administrative markup fees.

(C) For this project, the potential supplemental project requirements anticipated to include:

(i) Soils Report: A soils report will be required for the foundation design and building permit per local codes.

(ii) ADA Review + Inspection: Any construction project over $50,000.00 shall require a submittal to the State for TDLR/TAS review/approval and a site inspection.

(iii) Testing Lab Foundation Analysis: Have testing lab check for depth of grade beam and existence of any piers.

ARTICLE III **DELIVERABLES**

3.01 The Architect shall provide electronic plans, soils report, and Opinions of Probable Cost as required for each applicable phase and as described in the Agreement. Paper copies may be provided upon request by the County, and within limited quantities agreed upon prior to printing.

ARTICLE IV **SCHEDULE**

4.01 The Architect shall complete the conceptual design phase (ARTICLE II of this Purchase Order) within 60 calendar days of notice to proceed (NTP) date, established upon acceptance of this Purchase Order by the County. Project Schedule is subject to modification due to changes in Scope or absence of required County approvals to complete the Project design documents.

ARTICLE V **COMPENSATION**

5.01 The total anticipated Basic service not-to-exceed amount payable by the County under this Purchase Order is **$20,680.00** and shall be invoiced as hourly not-to-exceed (HNTE) according to the hourly fee rates set forth in the Agreement, Exhibit B, and as summarized below:

(A) Architecture

Principal	$1,800
Program Manager	N/A
Project Manager	$4,320
Project Architect/Coordinator	$3,960
Senior Planner	N/A
Planning Associate	N/A
Architecture Project Designer	$960
CAD/BIM Designer	$800
Administrative Assistant	$375
Subtotal Architecture	**$12,215.00**

(B) Structural

Principal	$240
Project Manager	$1,400
Project Engineer/EIT	$2,400
Technician/Inspector	N/A
Clerical/Administrative	$225
Subtotal Structural	**$4,265.00**

(C) Mechanical, Electrical, Plumbing (MEP)

Principal	$290
Project Manager	$1,470
Project Engineer/EIT	$2,200
Technician/Inspector	N/A
Clerical/Administrative	$240
Subtotal MEP	**$4,200.00**

5.02 The total anticipated Supplemental service not-to-exceed amount payable by the County under this Purchase Order is **$9,025.00** and shall be invoiced as part of this Agreement and as summarized below:

Proposals for services below will be provided if use of Supplemental Services is approved by County, as required in coordination and communication with the Architect. Lump-sum fees by non-design related/specialty consultants will be invoiced as a percentage of completion basis.

(A)	Asbestos Survey – Lump Sum	$3,025 (Anticipated/As required)
(B)	ADA plan review + Inspection	$2,500 (Anticipated/As required)
(C)	Testing lab analysis	$3,500 (Anticipated/As required)

5.03 The total anticipated not-to-exceed amount payable by the County under this Purchase Order is **$29,705.00,** which includes the **Basic services $20,680.00** + the **Supplemental services of $9,025.00.**

ARTICLE VI OTHER PROVISIONS

6.01 The parties agree to the following provisions with respect to this specific Purchase Order:

(A) Any services rendered by the Architect beyond those described in ARTICLE II shall be compensated as Additional Services on the same basis set forth in ARTICLE V, or on a lump-sum basis if not appropriate or typical to estimate as an hourly fee.

(B) All terms and conditions of the Agreement are incorporated herein and shall control in the event of a conflict with this Purchase Order. The County and the Architect hereby agree to the terms and conditions of this Purchase Order as of the date set forth above. The individuals signing this Purchase Order represent and warrant that they have the power and authority to enter into this Purchase Order and bind the parties for whom they sign.

THE COUNTY:	THE ARCHITECT:
By: _____	By: _____
Name: DUANE PETERS	Name: Mark F. Goulas, AIA, RID
Title: COUNTY JUDGE	Title: Director of Design

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Brazos County Road and Bridge Department	NUMBER:	CC2024-Smetana RV Resort

DATE OF COURT MEETING:	4/9/2024
ITEM:	Approval requested for Smetana RV Resort Development Plan.
TO:	Commissioners Court
FROM:	Megan Lott
DATE:	03/28/2024
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00
NOTES/EXCEPTIONS:	Smetana RV Resort is a 104 RV lot facility located on Smetana Rd in Brazos County Commissioner Precinct 4.
ACTION REQUESTED OR ALTERNATIVES:	Review and Approve the development plan to construct Smetana RV Resort. Smetana RV Resort is located in Brazos County Commissioners Precinct 4, off of Smetana Rd.

ATTACHMENTS:

File Name	Description	Type
660215_-_Smetana_RV_Checklist_Package.pdf	Smetana RV Checklist Package	Backup Material
660501_-_OPEN_SPACE_AND_PARK_SPACE_-_EXHIBIT.pdf	Smetana RV Open Space and Park Space Exhibit	Backup Material
SMETANA_RV_RESORT_LAYOUT_3.26.24.pdf	Smetana RV Resort Layout	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Brazos County Road and Bridge Department	NUMBER:	CC2024-Smetana RV Resort

DATE OF COURT MEETING:	4/9/2024
ITEM:	Approval requested for Smetana RV Resort Development Plan.
TO:	Commissioners Court
FROM:	Megan Lott
DATE:	03/28/2024
FISCAL IMPACT:	False
BUDGETED:	False
DOLLAR AMOUNT:	$0.00
NOTES/EXCEPTIONS:	Smetana RV Resort is a 104 RV lot facility located on Smetana Rd in Brazos County Commissioner Precinct 4.
ACTION REQUESTED OR ALTERNATIVES:	Review and Approve the development plan to construct Smetana RV Resort. Smetana RV Resort is located in Brazos County Commissioners Precinct 4, off of Smetana Rd.

ATTACHMENTS:

File Name	Description	Type
660215_-_Smetana_RV_Checklist_Package.pdf	Smetana RV Checklist Package	Backup Material
660501_-_OPEN_SPACE_AND_PARK_SPACE_-_EXHIBIT.pdf	Smetana RV Open Space and Park Space Exhibit	Backup Material
SMETANA_RV_RESORT_LAYOUT_3.26.24.pdf	Smetana RV Resort Layout	Backup Material

APPROVED

4/9/24

Duane Peters
County Judge

Date

A&S Engineers, Inc.

October 17, 2023

Prarthana Banerji, P.E., CFM
pbanerji@brazoscountytx.gov
2617 W. Hwy 21
Bryan, TX 77803

Subject: Comprehensive Technical Proposal for Smetana RV Park Development

To Whom It May Concern,

A&S Engineers, Inc. is pleased to submit this comprehensive technical proposal for the development of the Smetana RV Park. This document outlines the detailed engineering, infrastructure, and project management aspects integral to our proposed development.

Our primary objective is to deliver a meticulously engineered RV Resort that not only enriches the local community but also addresses the growing need for quality recreation in Brazos County. Our plan entails securing Water service from the Wellborn Special Utility District, employing an Onsite Sewage Facility (OSSF) system for Wastewater Treatment, and implementing a strategically designed drainage system that ensures uninterrupted sheet flow across the site.

For a comprehensive overview of how we intend to meet all necessary general requirements, please refer to the Attachment 1: "**Section 3 – General Requirements**" package, which contains pertinent documents and essential information.

Furthermore, Smetana RV Resort is requesting a variance to the use of a field fence along the southern property in lieu of a screening fence via Section 700.002. The neighbor to the south has livestock and a screening fence will not be able to contain the neighboring livestock.

Should you have any inquiries or require further details regarding our proposal, please do not hesitate to contact me at (713) 942-2700.

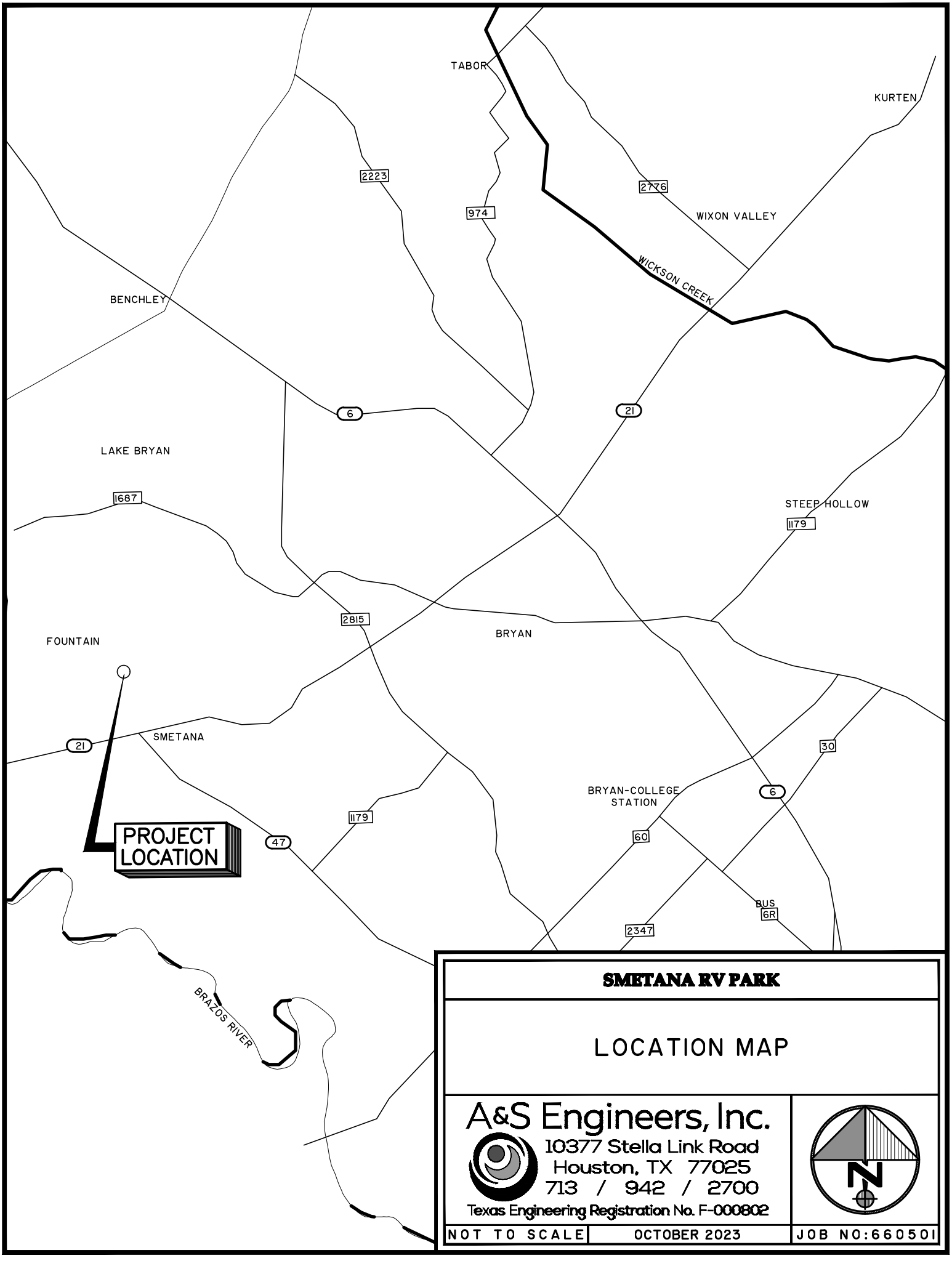
Respectfully Submitted,

D. Adam Crump, P.E.
Principal

Attachment No. 1: Section 3 – General Requirements

300.006

Requirements of the Infrastructure Development Plan



SMETANA RV PARK

LOCATION MAP

A&S Engineers, Inc.
10377 Stella Link Road
Houston, TX 77025
713 / 942 / 2700
Texas Engineering Registration No. F-000802

N

NOT TO SCALE | OCTOBER 2023 | JOB NO:660501

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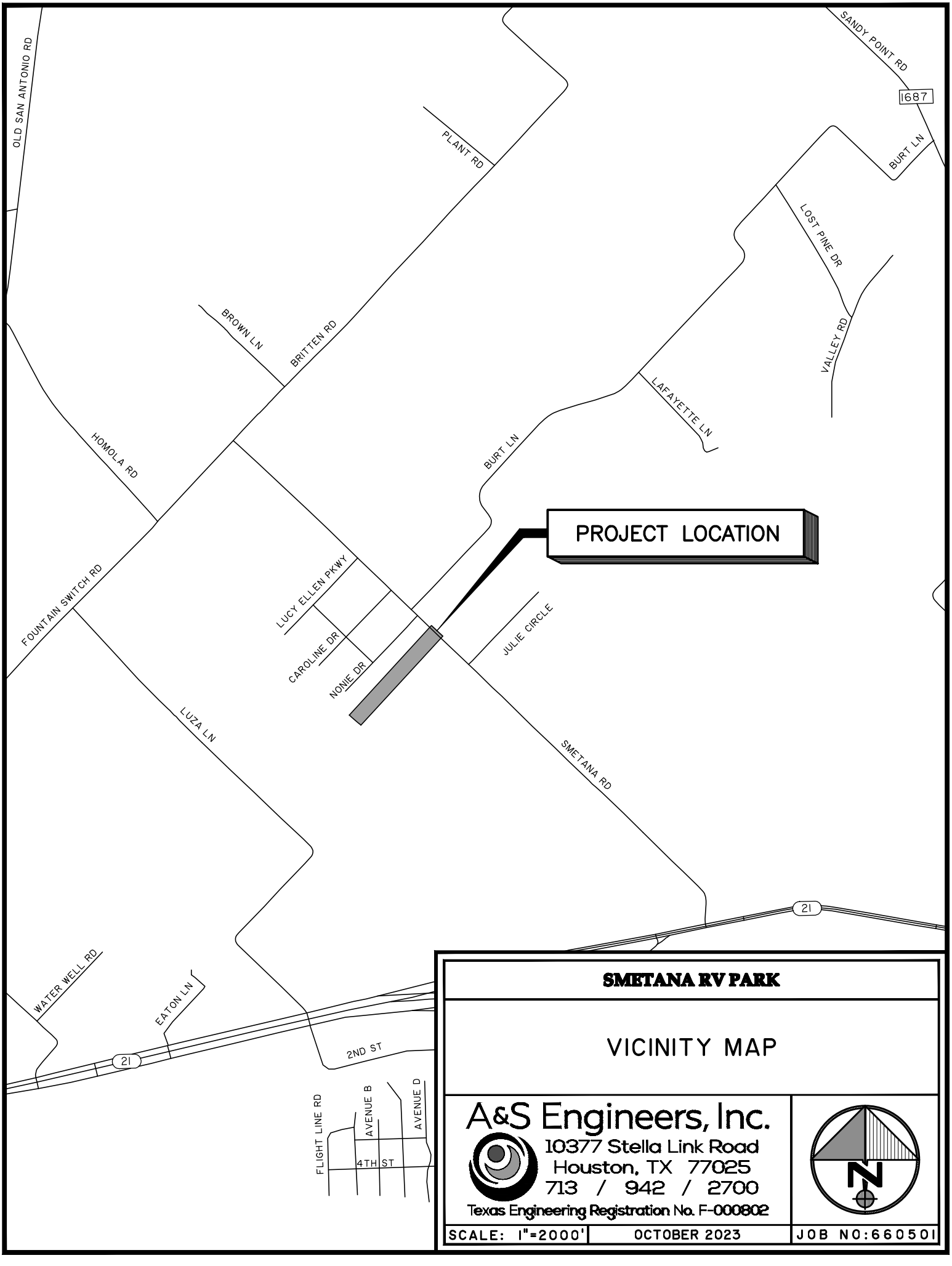

SMETANA RV PARK

VICINITY MAP

A&S Engineers, Inc.
10377 Stella Link Road
Houston, TX 77025
713 / 942 / 2700
Texas Engineering Registration No. F-000802

SCALE: 1"=2000' | OCTOBER 2023 | JOB NO:660501

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Survey

SCALE: 1" = 100'

0 100 200 300 Feet

LEGEND:

DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

(D) = PER DEED, 18505/286 OPRBCT

BARBED WIRE FENCE

ASPHALT

BENCHMARK NOTES

PROJECT BENCHMARK
5/8 INCH IRON ROD WITH RED PLASTIC CAP STAMPED 'KERR SURV. CONTROL POINT' SET ~18.6' NORTHEAST OF PAVEMENT.
N:10227270.10, E:3511312.22, ELEV: 306.25'
(ELEVATION DATUM NAVD 1988, GEOID09)

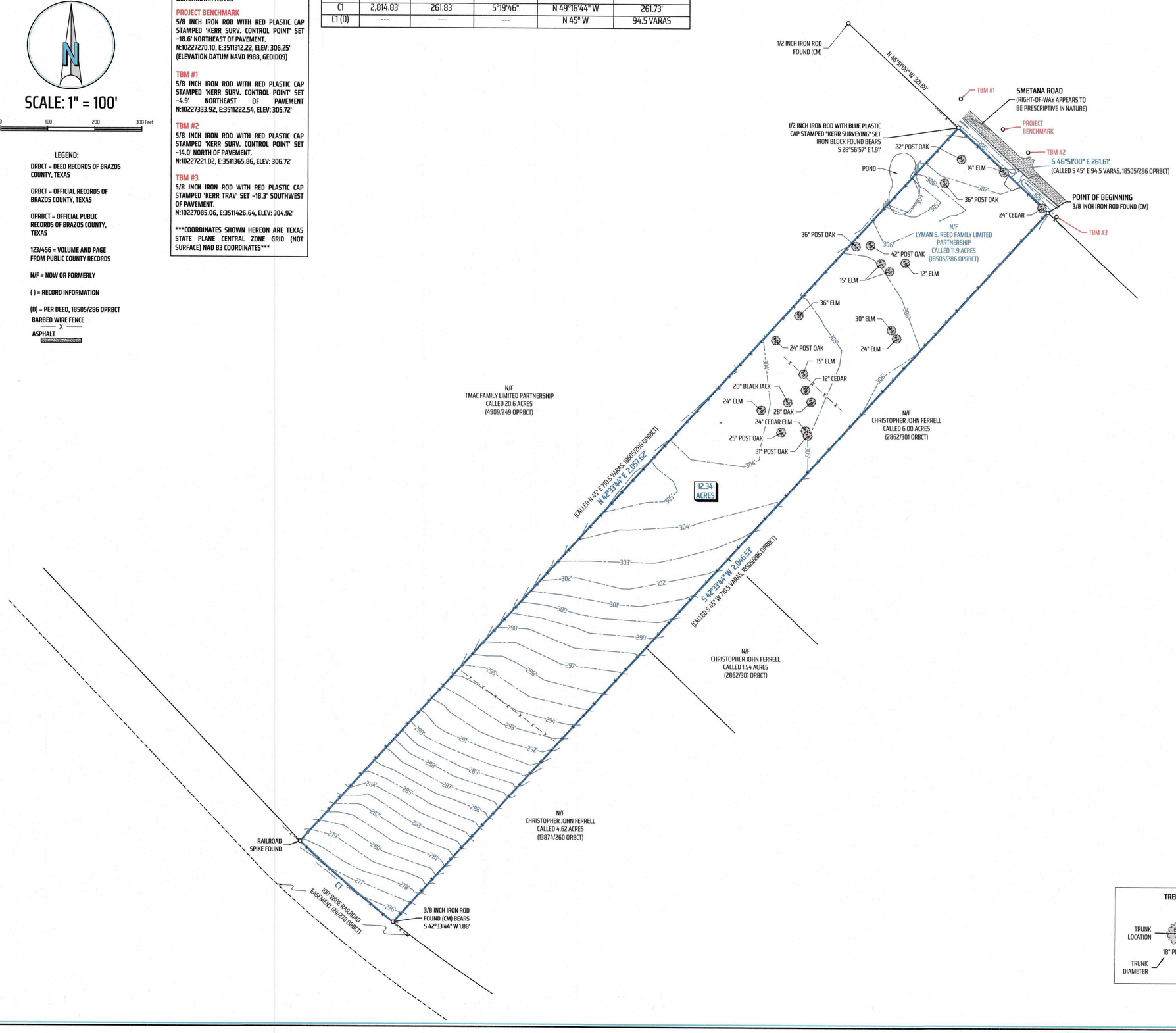
TBM #1
5/8 INCH IRON ROD WITH RED PLASTIC CAP STAMPED 'KERR SURV. CONTROL POINT' SET ~4.9' NORTHEAST OF PAVEMENT
N:10227333.92, E:3511222.54, ELEV: 305.72'

TBM #2
5/8 INCH IRON ROD WITH RED PLASTIC CAP STAMPED 'KERR SURV. CONTROL POINT' SET ~14.0' NORTH OF PAVEMENT.
N:10227221.02, E:3511365.86, ELEV: 306.72'

TBM #3
5/8 INCH IRON ROD WITH RED PLASTIC CAP STAMPED 'KERR TRAV' SET ~18.3' SOUTHWEST OF PAVEMENT.
N:10227085.06, E:3511426.64, ELEV: 304.92'

COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE CENTRAL ZONE GRID (NOT SURFACE) NAD 83 COORDINATES

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2,814.83'	261.83'	5°19'46"	N 49°16'44" W	261.73'
C1 (D)	---	---	---	N 45° W	94.5 VARAS



GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00011120342782 (CALCULATED USING GEOID12B).

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

THIS SURVEY PLAT WAS PREPARED TO REFLECT THE EXCEPTIONS SHOWN ON THE TITLE REPORT ISSUED BY UNIVERSITY TITLE COMPANY, GF NO. 2303537CS, CERTIFICATION DATE: 03/12/2023. ITEMS LISTED ARE ADDRESSED AS FOLLOWS:

- EASEMENT TO CALVERT, WACO & BRAZOS VALLEY RAILROAD RECORDED IN VOLUME 24, PAGE 270 (DRBCT) DOES ADJOIN THIS TRACT AS SHOWN.
- ALL OTHER ITEMS ARE NOT SURVEY ITEMS AND/OR ARE NOT ADDRESSED BY THIS PLAT.

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

FLOOD PLAIN NOTES:

THIS TRACT LIES WITHIN FLOOD ZONE 'X' UNSHADED AND DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA SUBJECT TO THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOOD PLAIN) ACCORDING TO THE BRAZOS COUNTY FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48041C0200E, REVISED DATE: 05-16-2012.

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 1A, CONDITION 3, LAND TITLE SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION.

4/18/23

STATE OF TEXAS REGISTERED M MICHAEL KONETSKI 6531 PROFESSIONAL LAND SURVEYOR

MICHAEL KONETSKI
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6531

TREE DETAIL

TRUNK LOCATION
18" POST OAK
TRUNK DIAMETER
TREE TYPE

LAND TITLE SURVEY PLAT OF A 12.34 ACRE TRACT CALLED TO BE 11.9 ACRES IN VOLUME 18505, PAGE 286 OPRBCT JOHN WILLIAMS SURVEY, ABSTRACT 237 BRAZOS COUNTY, TEXAS

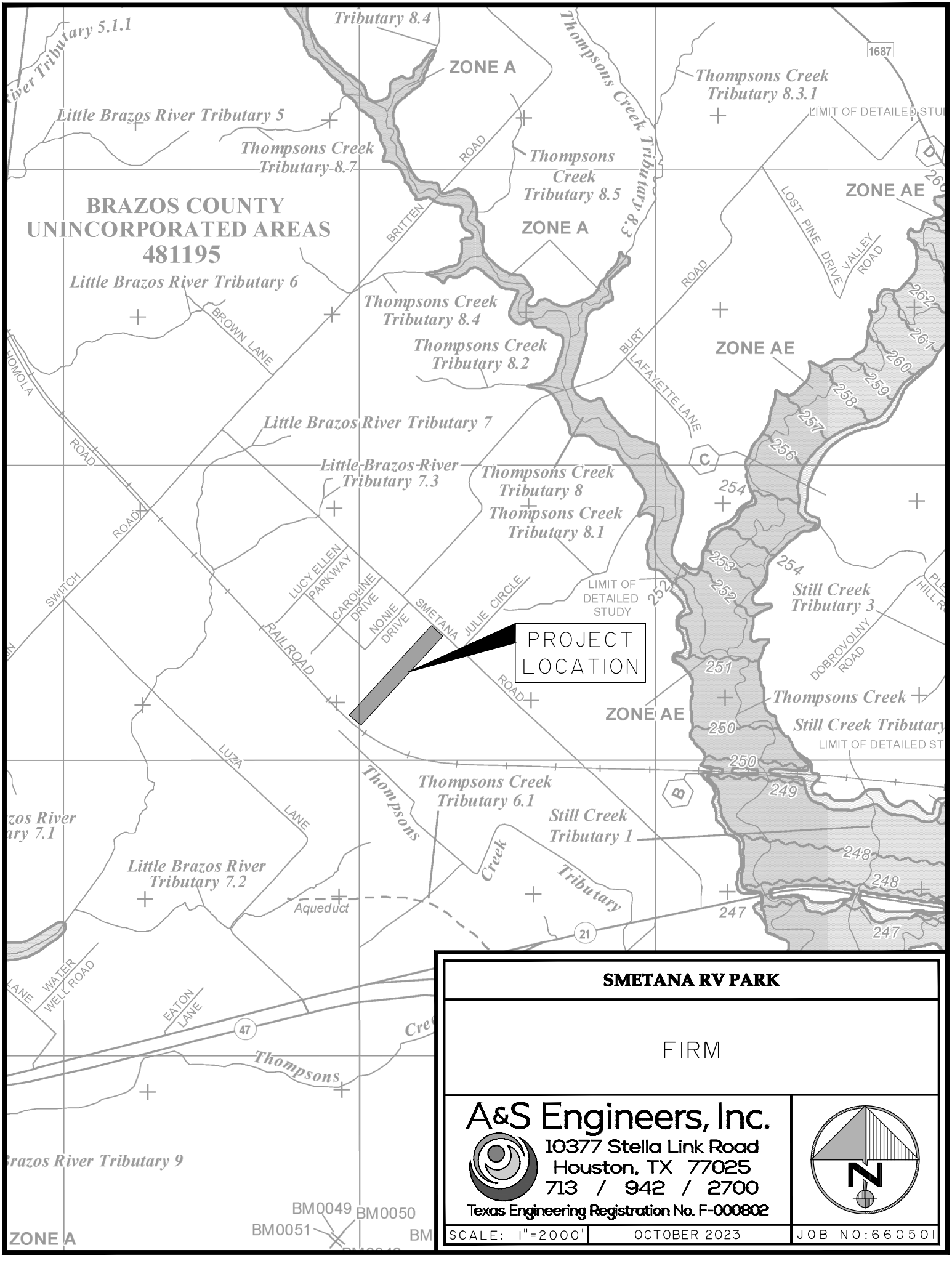
KERR SURVEYING

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

SCALE: 1 INCH = 100 FEET
SURVEY DATE: 04-10-2023 | PLAT DATE: 04-18-2023
JOB NUMBER: 23-262 | CAD NAME: 23-262-TITLE
POINT FILE: 23-262-ALL (cont); 23-262 (job)
DRAWN BY: MS CHECKED BY: MK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

300.0062

Drainage Plan



SMETANA RV PARK

FIRM

A&S Engineers, Inc.
10377 Stella Link Road
Houston, TX 77025
713 / 942 / 2700
Texas Engineering Registration No. F-000802

SCALE: 1"=2000' | OCTOBER 2023 | JOB NO:660501

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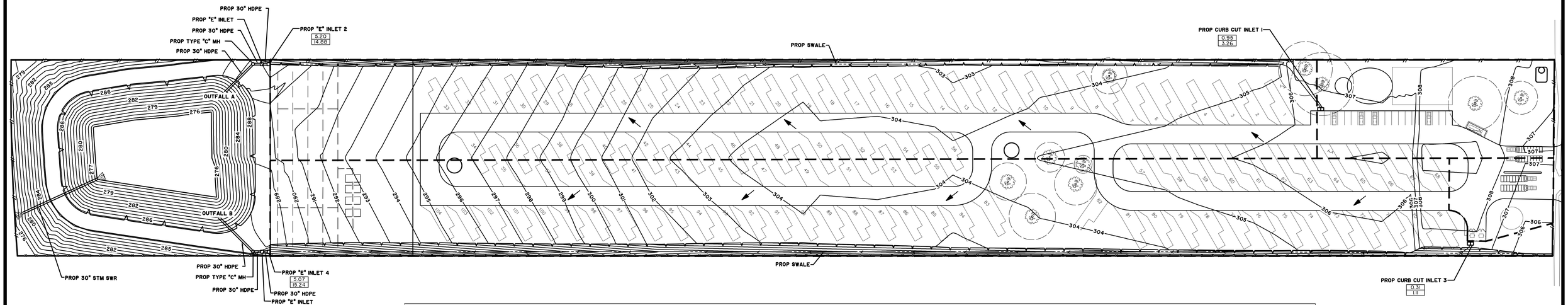


DRAINAGE CALCULATIONS

FROM MH	TO MH	AREA (AC)	TOTAL AREA (AC)	C	Tc (MIN)	INTENSITY 5 - YR (IN/HR)	Q TOTAL (CFS)	REACH (FT)	LINE SIZE (IN)	MANN. CONST.	SLOPE (%)	DESIGN Q (CFS)	DESIGN V (FPS)	SLOPE FALL (FT)	M.H. DROP (FT)	FLOWLINE UP-STREAM (FT)	FLOWLINE DOWN-STREAM (FT)	ACTUAL V (FPS)	THEOR. H.G.L. SLOPE (%)	H (FT)	ACTUAL H.G.L. SLOPE (%)	UPST. H.G.L. (FT)	DNST. H.G.L. (FT)	UPST. TC ELEV. (FT)	UPST. MAX H.G.L. (FT)	UPST. RIM ELEV. (FT)	H.G.L. IN RELATION TO GUTTER (FT)	Depth To Top of Pipe (ft)	100-year INTENSITY 100 - YR (in/hr)	100-year Q TOTAL (CFS)	100-year ACTUAL V (FPS)	100-year THEOR. H.G.L. (%)	100-year H (FT)	100-year UPST. H.G.L. (FT)	100-year DNST. H.G.L. (FT)
Inlet 1	Inlet 2	0.95	0.95	0.85	24.91	4.04	3.26	1640	24	0.025	0.180	5.00	3.00	2.95	0.00	282	279.05	1.04	0.02	0.35	0.02	281.44	281.08	287.00	286.50	287.50	-5.06	3.00	7.89	6.37	2.03	0.08	1.35	282.49	281.14
Inlet 2	Outfall A	4.25	5.20	0.85	34.02	3.37	14.88	25	30	0.025	0.130	7.71	3.00	0.03	0.50	278.55	278.52	3.03	0.13	0.03	0.13	281.08	281.05	287.00	286.50	287.50	-5.42	5.95	6.64	29.36	5.98	0.52	0.13	281.14	281.02

FROM MH	TO MH	AREA (AC)	TOTAL AREA (AC)	C	Tc (MIN)	INTENSITY 5 - YR (IN/HR)	Q TOTAL (CFS)	REACH (FT)	LINE SIZE (IN)	MANN. CONST.	SLOPE (%)	DESIGN Q (CFS)	DESIGN V (FPS)	SLOPE FALL (FT)	M.H. DROP (FT)	FLOWLINE UP-STREAM (FT)	FLOWLINE DOWN-STREAM (FT)	ACTUAL V (FPS)	THEOR. H.G.L. SLOPE (%)	H (FT)	ACTUAL H.G.L. SLOPE (%)	UPST. H.G.L. (FT)	DNST. H.G.L. (FT)	UPST. TC ELEV. (FT)	UPST. MAX H.G.L. (FT)	UPST. RIM ELEV. (FT)	H.G.L. IN RELATION TO GUTTER (FT)	Depth To Top of Pipe (ft)	100-year INTENSITY 100 - YR (in/hr)	100-year Q TOTAL (CFS)	100-year ACTUAL V (FPS)	100-year THEOR. H.G.L. (%)	100-year H (FT)	100-year UPST. H.G.L. (FT)	100-year DNST. H.G.L. (FT)
Inlet 3	Inlet 4	0.31	0.31	0.85	23.14	4.21	1.11	1480	24	0.025	0.180	5.00	3.00	2.66	0.00	282	279.34	0.35	0.00	0.04	0.00	281.38	281.34	287.00	286.50	287.50	-5.12	3.00	8.20	2.16	0.69	0.01	0.14	281.58	281.44
Inlet 4	Outfall B	4.76	5.07	0.85	31.36	3.54	15.24	25	30	0.025	0.130	7.71	3.00	0.03	0.50	278.84	278.80	3.10	0.14	0.03	0.14	281.34	281.30	287.00	286.50	287.50	-5.16	5.66	6.96	29.99	6.11	0.54	0.13	281.44	281.30

Detention Summary Table							
	Project Name: Smetana RV Park			Date:			10/12/2023
	Detention Basin Service Area	12.3					acres
	Offsite Drainage Area	0					acres
	Storm Event	50% (2-yr)	20% (5-yr)	10% (10-yr)	4% (25-yr)	2% (50-yr)	1% (100-yr)
Flows (cfs)	Post-Development Inflow	35.9	44.8	51.1	58.8	66.9	69.9
	Maximum Allowable Outflow (pre-development peak flow)	16.0	20.0	22.9	26.3	29.9	31.2
	Maximum Outflow Provided (peak flow from basin)	20.7	23.4	25.9	27.5	29.0	30.4
Elevations (NAVD 1988, GEOID09)	Lowest Top of Curb or Natural Ground Elevation Estimate	290					
	Maximum Allowable Water Surface	286.5					
	Based On	low slab elevation					
	Design Water Surface Elevation	280.3	281.7	283.1	284.1	285.2	286.1
	Water Surface Elevation Calculated	280.3	281.7	283.1	284.1	285.2	286.1
Storage	Minimum Storage Required (ac-ft)	2.1	3.0	4.1	4.9	5.8	6.8
	Detention Storage Provided (ac-ft)	2.1	3.0	4.1	4.9	5.8	6.8
	Storage Rate Provided (ac-ft/acre)	0.17	0.246	0.33	0.398	0.474	0.55
Outflow Structure	Restrictor Size, if applicable (ft or ft^2)	1.50					
	Outflow Pipe Size (ft or ft^2)	3.0					
	Outflow Velocity into Channel (ft/second)	2.9	3.3	3.7	3.9	4.1	4.3
	Weir Description, if applicable (type, size, elevation, etc.)	N/A					
	Drain Time - 1% only (hours)	4.32					
	Emergency Overflow (type, size, elevation, etc.)	N/A					

Rational Method Calculations

Rainfall Intensity Parameters:

Table C-1
Equations for Calculating Rainfall Intensities

Reference Section V, Paragraph B1-a, page 2 of 8)

Storm Frequency	Intensity (i) (inches per hour)
2-Year	$65/(t_c + 8.0)^{0.806}$
5-Year	$76/(t_c + 8.5)^{0.785}$
10-Year	$80/(t_c + 8.5)^{0.763}$
25-Year	$89/(t_c + 8.5)^{0.754}$
50-Year	$98/(t_c + 8.5)^{0.745}$
100-Year	$96/(t_c + 8.0)^{0.730}$

Source: TxDOT Hydraulic Manual, 1986.

Category	Percent Impervious
Land Uses	
Low Density Residential	38
Medium Density Residential	52
High Density Residential	65
Business/Commercial	85
Industrial	72

Existing Conditions:

Node	Total Drainage Area	Weighted C Value	Time of Concen.	Rainfall Intensity						Runoff					
				2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr
-	-	-	-	(in/hr)	(in/hr)	(in/hr)	(in/hr)	(in/hr)	(in/hr)	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)
-	(ac)	(n/a)	(min)												
1	12.32	0.38	30.56	3.42	4.28	4.88	5.61	6.39	6.67	16.03	20.03	22.85	26.28	29.91	31.24

Proposed Conditions:

Node	Total Drainage Area	Weighted C Value	Time of Concen.	Rainfall Intensity						Runoff					
				2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr
-	-	-	-	(in/hr)	(in/hr)	(in/hr)	(in/hr)	(in/hr)	(in/hr)	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)
-	(ac)	(n/a)	(min)												
1	12.32	0.85	30.56	3.42	4.28	4.88	5.61	6.39	6.67	35.85	44.80	51.12	58.78	66.90	69.89

DRAINAGE LEGEND

- DRAINAGE AREA BOUNDARIES
- PROPOSED STORM SEWER, MANHOLE AND INLET
- PROPOSED CONTOURS
- 200 — INLET NUMBER
- 0.00 — ACREAGE IN AREA
- 0.00 — 5 YEAR CFS IN AREA
- PROPOSED DRAINAGE DIRECTION

SMETANA RV PARK
DRAINAGE PLAN

A&S Engineers, Inc.
10377 Stella Link Road
Houston, TX 77025
713 / 942 / 2700
Texas Engineering Registration No. F-000802

SCALE: 1"=60' | OCTOBER 2023 | JOB NO: 660501

FILE: H:\660501 — SMETANA RV RESORT\EXHIBIT\660501 — LAYOUTS.DWG October 16, 2023 — 4:31 PM kwm

Method 1: Detention Pond Calcs

Project: Smetana RV Park
District: TBD
A&S Project Number: 660501

1. Determine the outflow pipe invert in the outfall channel:

NWSE Determination:	N/A	
Flowline of Outfall:	276.00	ft

2. Determine maximum allowable (existing) and proposed condition peak discharges for the 50%, 10%, 1%, and 0.2% exceedance probabilities using the HCFCD Site Runoff Curves:

	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr
Existing (cfs):	16.03	20.03	22.85	26.28	29.91	31.24
Proposed (cfs):	35.85	44.80	51.12	58.78	66.90	69.89

3. Max allowable water elevation for proposed development and design water surface elevation (WSE) within the detention basin:

Max allowable water surface elevation:	286.50	ft

4. Estimate the size of the outfall pipe:

Minimum Area of Pipe Required (assuming discharge velocity of 8 ft/s):	3.91	ft^2	
Pipe Diameter **(Minimum 24-Inch)**:	2.23	ft	26.76 in
Actual Outfall Pipe Diameter:	36.00	in	

5. Size an outflow structure that restricts discharge to the existing 1% peak flow rate with the head measured from soffit (top of pipe):

Pipe Culvert Head Loss Equation:

$$H = \left[\frac{2.52(1+k_e)}{D^4} + \frac{466n^2L}{D^{16/3}} \right] \frac{Q^2}{100}$$

Entrance loss coefficients, k_e, for common entrances are:

Sharp, projecting corrugated metal pipe.....0.9
Square edge pipe or culvert with headwall.....0.5
Well rounded edge, tapered wingwalls.....0.2

See the FHWA, Hydraulic Design Series No. 5, *Hydraulic Design of Highway Culverts* (1985), for a complete list of entrance loss coefficients.

Design Discharge Rate:	Q_{100} =	31.24	cfs
Length of Pipe:	L =	365.00	ft
Manning's Roughness Coefficient: (for CMP use 0.024 and for RCP use 0.013)	n =	0.01	-
Entrance Loss Coefficient:	k_e =	0.50	-
Diameter Pipe:	D =	3.00	ft
	H =	0.85	ft
WSE in Basin:	WSE =	279.85	ft

6. Determine the minimum detention storage per Section 6.9:

For areas less than 20 acres, volume is to be calculated for the 100-yr using Method 1 but should not be less than 0.55 ac-ft/ac

V = (0.55)*(ac): V = 6.79 ac-ft

7. Calculate the volume provided in the basin:

*Frustrum equation: Vol = h/3(A1 + A2 + SQRT(A1*A2))*

Top Elevation: A1 = 45,000 ft^2

Bottom Elevation: A2 = 15,073 ft^2

h = 11 ft

V = 315,762 ft^3

V = 7.248898 ac-ft

Water Elevation (ft)	Depth, h (ft)	Area (ft^2)	Volume (ac-ft)
276	0	15073	0
277	1	18672	0.387339
278	1	20969	0.842355
279	1	23384	1.351458
280	1	25915	1.917332
281	1	28563	2.542654
282	1	31328	3.230108
283	1	34210	3.982381
284	1	37209	4.802158
285	1	40325	5.692126
286	1	43558	6.65497
287	1	45000	7.671476

8. 2-year Storage Volume and WSE:

$Q_{existing}$ Peak 2-year: Q_2 = 16.03 cfs

$Q_{proposed}$ Peak 2-year: Q_2 = 35.85 cfs

2-year Storage Rate (0.17 acre-ft/acre): V_2 = 2.10 ac-ft

Detention Basin Provides 2.0978 ac-ft of Storage at a WSE of: 280.29 ft (Via Interpolation)

Q = (C)*(A)*(√2g)*(√H):

Finding Restrictor Based on $Q_{existing}$:

Restrictor Size (in)	Area (ft^2)	Head (ft)	Flow, Q (cfs)	C
18.00	1.77	5.04	20.69	0.65

9. 5-year Storage Volume and WSE:

$Q_{existing}$ Peak 5-year: Q_2 = 20.03 cfs

$Q_{proposed}$ Peak 5-year: Q_2 = 44.80 cfs

10-year Storage Rate (0.246 acre-ft/acre): V_2 = 3.04 ac-ft

Detention Basin Provides 3.03564 ac-ft of Storage at a WSE of: 281.72 ft (Via Interpolation)

Q = (C)*(A)*(√2g)*(√H):
Finding Restrictor Based on $Q_{existing}$:

Restrictor Size (in)	Area (ft^2)	Head (ft)	Flow, Q (cfs)	C
18.00	1.77	6.47	23.44	0.65

10. 10-year Storage Volume and WSE:

$Q_{existing}$ Peak 10-year: Q_2 = 22.85 cfs

$Q_{proposed}$ Peak 10-year: Q_2 = 51.12 cfs

10-year Storage Rate (0.33 acre-ft/acre): V_2 = 4.07 ac-ft

Detention Basin Provides 4.0722 ac-ft of Storage at a WSE of: 283.12 ft (Via Interpolation)

Q = (C)*(A)*(√2g)*(√H):
Finding Restrictor Based on $Q_{existing}$:

Restrictor Size (in)	Area (ft^2)	Head (ft)	Flow, Q (cfs)	C
18.00	1.77	7.87	25.86	0.65

11. 25-year Storage Volume and WSE:

$Q_{existing}$ Peak 25-year: Q_2 = 26.28 cfs

$Q_{proposed}$ Peak 25-year: Q_2 = 58.78 cfs

25-year Storage Rate (0.398 acre-ft/acre): V_2 = 4.91 ac-ft

Detention Basin Provides 4.91132 ac-ft of Storage at a WSE of: 284.13 ft (Via Interpolation)

Q = (C)*(A)*(√2g)*(√H):
Finding Restrictor Based on $Q_{existing}$:

Restrictor Size (in)	Area (ft^2)	Head (ft)	Flow, Q (cfs)	C
18.00	1.77	8.88	27.47	0.65

12. 50-year Storage Volume and WSE:

$Q_{existing}$ Peak 50-year:	Q_2 =	29.91	cfs
$Q_{proposed}$ Peak 50-year:	Q_2 =	66.90	cfs
50-year Storage Rate (0.474 acre-ft/acre):	V_2 =	5.85	ac-ft
Detention Basin Provides 5.84916 ac-ft of Storage at a WSE of:		285.18	ft (Via Interpolation)

Q = (C)*(A)*(√2g)*(√H):
Finding Restrictor Based on $Q_{existing}$:

Restrictor Size (in)	Area (ft^2)	Head (ft)	Flow, Q (cfs)	C
18.00	1.77	9.93	29.04	0.65

13. 100-year Storage Volume and WSE:

$Q_{existing}$ Peak 100-year:	Q_{100} =	31.24	cfs
$Q_{proposed}$ Peak 100-year	Q_{100} =	69.89	cfs
100-year Storage Rate (0.55 acre-ft/acre):	V_{100} =	6.79	ac-ft
Detention Basin provides 6.787 ac-ft of storage at a WSE of:		286.13	ft (Via Interpolation)

Q = (C)*(A)*(√2g)*(√H):
Finding Restrictor Based on $Q_{existing}$:

Restrictor Size (in)	Area (ft^2)	Head (ft)	Flow, Q (cfs)	C
18.00	1.77	10.88	30.40	0.65

14. Riprap in the Channel:

V = Q/A

A =	7.07	ft^2	
Q =	30.40	cfs	
V =	4.30	ft/s	< 4ft/s

**riprap to be installed greater than 4 ft/s

15. Drain Time:

Total Detention Volume:		6.79	ac-ft
80% Detention Volume:		5.43	ac-ft
Constant Discharge:		15.20	cfs
Drain Time:		4.32	hr 80% Volume/Discharge Rate

Rational Method Calculations

Rainfall Intensity Parameters:

Table C-1
Equations for Calculating Rainfall Intensities

Reference Section V, Paragraph B1-a, page 2 of 8)

Storm Frequency	Intensity (i) (inches per hour)
2-Year	$65/(t_c + 8.0)^{0.806}$
5-Year	$76/(t_c + 8.5)^{0.785}$
10-Year	$80/(t_c + 8.5)^{0.763}$
25-Year	$89/(t_c + 8.5)^{0.754}$
50-Year	$98/(t_c + 8.5)^{0.745}$
100-Year	$96/(t_c + 8.0)^{0.730}$

Source: TxDOT Hydraulic Manual, 1986.

Category	Percent Impervious
Land Uses	
Low Density Residential	38
Medium Density Residential	52
High Density Residential	65
Business/Commercial	85
Industrial	72

Existing Conditions:

Node	Total Drainage Area	Weighted C-Value	Time of Concen.	Rainfall Intensity						Runoff					
-	-	-	-	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr
-	(ac)	(n/a)	(min)	(in/hr)	(in/hr)	(in/hr)	(in/hr)	(in/hr)	(in/hr)	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)
1	12.32	0.38	30.56	3.42	4.28	4.88	5.61	6.39	6.67	16.03	20.03	22.85	26.28	29.91	31.24

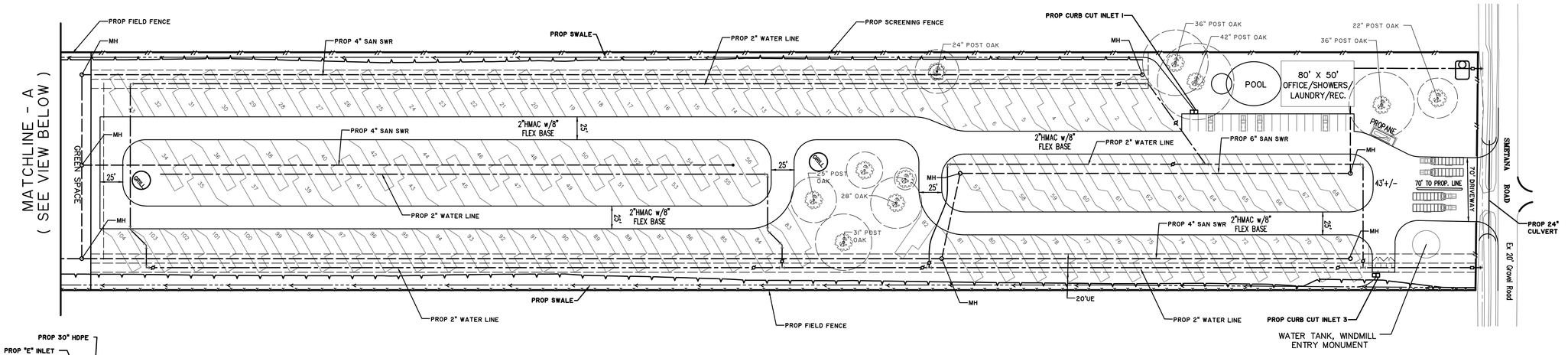
Proposed Conditions:

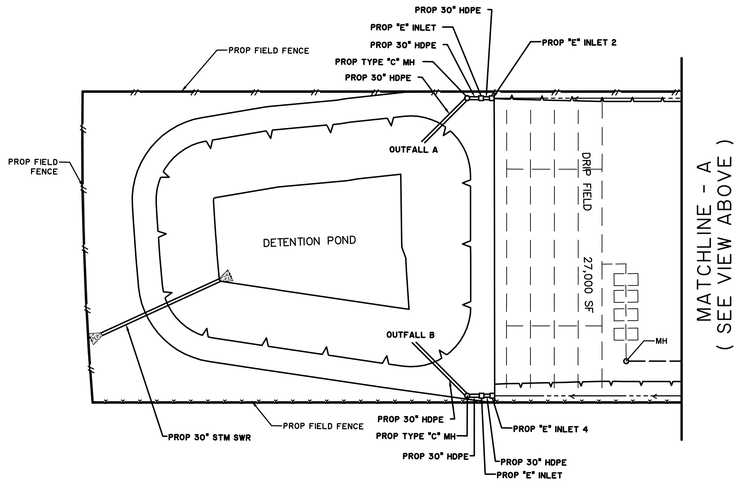
Node	Total Drainage Area	Weighted C-Value	Time of Concen.	Rainfall Intensity						Runoff					
-	-	-	-	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr	2-yr	5-yr	10-yr	25-yr	50-yr	100-yr
-	(ac)	(n/a)	(min)	(in/hr)	(in/hr)	(in/hr)	(in/hr)	(in/hr)	(in/hr)	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)	(cfs)
1	12.32	0.85	30.56	3.42	4.28	4.88	5.61	6.39	6.67	35.85	44.80	51.12	58.78	66.90	69.89

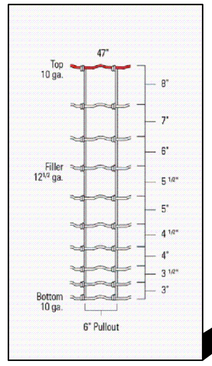
Detention Summary Table							
	Project Name: Smetana RV Park			Date:			10/12/2023
	Detention Basin Service Area	12.3					acres
	Offsite Drainage Area	0					acres
	Storm Event	50% (2-yr)	20% (5-yr)	10% (10-yr)	4% (25-yr)	2% (50-yr)	1% (100-yr)
Flows (cfs)	Post-Development Inflow	35.9	44.8	51.1	58.8	66.9	69.9
	Maximum Allowable Outflow (pre-development peak flow)	16.0	20.0	22.9	26.3	29.9	31.2
	Maximum Outflow Provided (peak flow from basin)	20.7	23.4	25.9	27.5	29.0	30.4
Elevations (NAVD 1988, GEOID09)	Lowest Top of Curb or Natural Ground Elevation Estimate	290					
	Maximum Allowable Water Surface	286.5					
	Based On	low slab elevation					
	Design Water Surface Elevation	280.3	281.7	283.1	284.1	285.2	286.1
	Water Surface Elevation Calculated	280.3	281.7	283.1	284.1	285.2	286.1
Storage	Minimum Storage Required (ac-ft)	2.1	3.0	4.1	4.9	5.8	6.8
	Detention Storage Provided (ac-ft)	2.1	3.0	4.1	4.9	5.8	6.8
	Storage Rate Provided (ac-ft/acre)	0.17	0.246	0.33	0.398	0.474	0.55
Outflow Structure	Restrictor Size, if applicable (ft or ft^2)	1.50					
	Outflow Pipe Size (ft or ft^2)	3.0					
	Outflow Velocity into Channel (ft/second)	2.9	3.3	3.7	3.9	4.1	4.3
	Weir Description, if applicable (type, size, elevation, etc.)	N/A					
	Drain Time - 1% only (hours)	4.32					
	Emergency Overflow (type, size, elevation, etc.)	N/A					

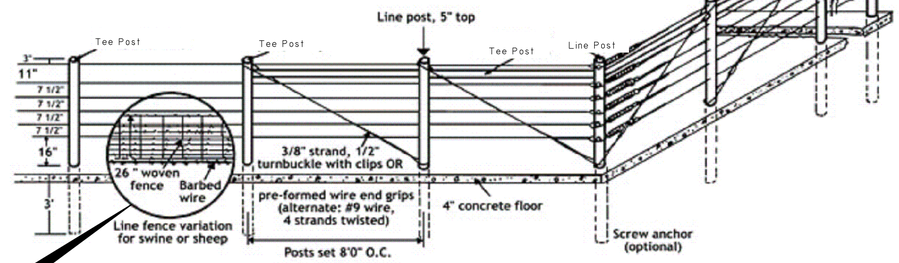
300.0063

Road and Driveway Plan



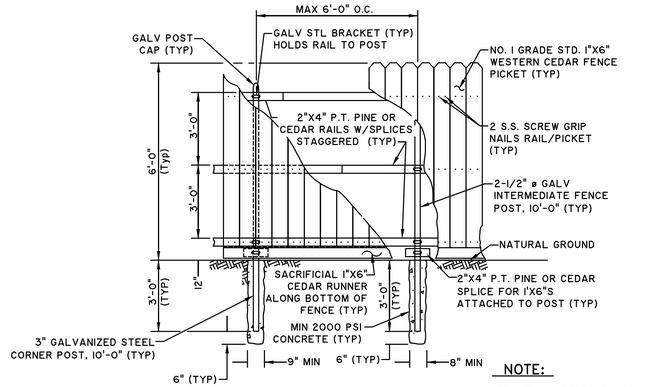






FIELD FENCE DETAIL

(NOT TO SCALE)

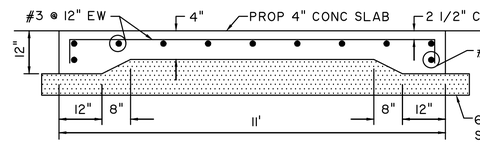


NOTE:

1. ALL FENCE & GATE POSTS TO BE SCHEDULE 40 GALVANIZED STEEL.
2. STAIN FENCE AND GATE WITH 2 COATS OF CLEAR WOOD SEALER.

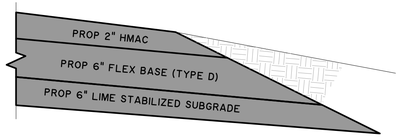
SCREENING FENCE DETAIL

NOT TO SCALE



TYPICAL RV PAD DETAIL

(NOT TO SCALE)



2" HMAC DETAIL

(NOT TO SCALE)

LEGEND

- PROPOSED STORM SEWER, MANHOLE AND INLET
- PROPOSED SANITARY SEWER AND MANHOLE
- PROPOSED WATER W/BENDS

SMETANA RV PARK
ROAD AND DRIVEWAY PLAN

A&S Engineers, Inc.
10377 Stella Link Road
Houston, TX 77025
713 / 942 / 2700
Texas Engineering Registration No. F-000802

SCALE: 1"=60' | OCTOBER 2023 | JOB NO: 660501

FILE: H:\660501 - SMETANA RV RESORT\EXHIBIT\660501 - LAYOUTS.DWG October 18, 2023 - 9:15 AM kwm

300.0064

Documentation of Approval of Water Supply System and/or Agreement to be Provided Water

505 Padon Street
Longview, TX 75601
o. 903.553.0500 | f. 903.553.0555
stvinc.com

May 2, 2023

Mr. Campbell Young
Wellborn Special Utility District
P.O. Box 250
Wellborn, Texas 77881

RE: Smetana Rd. RV Resort Service Study

Dear Campbell:

The current KYPipe model for the Wellborn SUD Main System was used to perform a water service analysis for a proposed RV Park development to be located on Smetana Rd., near the intersection of Julie Cir., in the extraterritorial jurisdiction of Bryan, Texas. The developer indicated that the proposed RV Park will serve a maximum of 109 RVs. We consider that 3 RVs are equivalent to one typical residential meter. Also proposed is an onsite Recreation Center, and the developer also provided proposed plumbing fixtures for this facility. We consider that the proposed Recreation Center is equivalent to two typical residential meters. Therefore, the development would be serving an equivalent of (109/3 + 2=) 38.3 residential connections.

Our analysis indicates that service is available for the proposed development to meet TCEQ requirements for residential use of 1.5 gpm per connection and a minimum residual pressure of 35 psi. The developer also indicated that there is a proposed onsite well to provide for irrigation, fire storage tank supply, and filling of the swimming pool. Therefore, no fire flow requirements were analyzed for the proposed development from the Wellborn SUD System. If provision of fire flows is required for this development, offsite improvements to the Wellborn SUD System will be required. It is then recommended that Wellborn SUD does not provide fire flow service to the proposed development without further consideration and analysis.

With 38.3 equivalent residential connections and the TCEQ requirement of 1.5 gpm per connection, we consider the peak flow to the proposed development to be 57.5 gpm. Therefore, we recommend a 2" meter be installed for service to the proposed RV Park, as shown in Table 1. The AWWA Meter Standard indicates that the 2" multi-jet style meter is not as accurate in capturing minimum and low flows as a standard size residential meter. We therefore recommend Wellborn SUD install an ultrasonic flow meter, similar to other installations within the Wellborn SUD System, to more accurately capture low and high flows.

505 Padon Street
Longview, TX 75601
o. 903.553.0500 | f. 903.553.0555
stvinc.com

In accordance with the Wellborn SUD Service Agreement, the developer will need to install reduced pressure zone backflow prevention assembly at the meter and provide annual inspection and testing certification. Additionally, the developer will need to ensure that all water and potential fire protection infrastructure is in compliance with Wellborn SUD's and the City of Bryan's ETJ Standards.

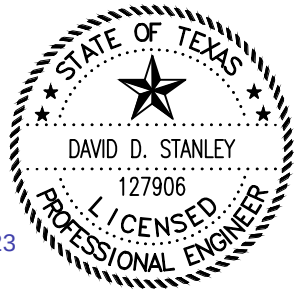
We appreciate the opportunity to provide this information. Please do not hesitate to call if you have any questions or comments.

Sincerely yours,

CP&Y, Inc.
Texas Registered Firm No. F-1741

David D. Stanley, P.E.
Associate

5/2/2023



Attachment

TABLE 1
WELLBORN SUD
SMETANA RD RV RESORT SERVICE STUDY
METER SIZING

Total Number of RVs:	109	RVs
Equivalent connections:	3	per residential meter
Equivalent RV connections:	36.3	residential meters
Equivalent Rec. Center connection:	2.0	residential meters
Total Equivalent Connections	38.3	residential meters
Peak flow per equivalent connection:	1.5	gallons per minute per connection
Total Peak Flow:	57.5	gpm
Meter size*:	2"	meter

*Per AWWA Manual M22 - Sizing Water Service Lines and Meters, Table 6-1, "High Normal Flow Rate (gpm)," shown below

Table 6-1 AWWA meter standards

Meter	Minimum Flow Rate (*gpm*)	Low Normal Flow Rate (*gpm*)	Change-over Range (Compound Meters)	High Normal Flow Rate (*gpm*)	Maximum Flow Rate (*gpm*)	Head Loss at Maximum Flow (*psi*)
Multijet						
5/8 in.	0.25	1	N/A	10	20	15
3/4 in.	0.5	2		15	30	15
1 in.	0.75	3		25	50	15
1½ in.	1.5	5		50	100	15
2 in.	2.0	8		80	160	15

Source: Data are drawn from AWWA Standards C700, C701, C702, C708, C710, and C712, of latest revision as of December 2002.

300.0065

Provision for the Safe, Effective and Sanitary Treatment of Wastewater

OSSF Design Summary
Smetana RV Resort

Overview

This On-Site Sewage Facility (OSSF) design has been prepared for the proposed RV park: Smetana RV Park at or near 3007 Smetana Rd (Brazos Co). Approval from the local permitting authority is required for any construction. The design as well as approval from the local permitting authority should be obtained prior to moving any further along in the project process. The design covers the pretreatment tank to disposal field only of the OSSF, no other portion of the development (including lift tanks other than as outlined below). The design provided will start at the pretreatment tank – no utility planning is a part of this design. The basis for layouts, site overview, building placement, etc. is all based on information provided by the client to this date.

This report and attachments should be shared with all stakeholders in the project (permitting authority, installer, civil site planners, civil engineers, etc.) for input prior to moving forward with the project.

Site Specifics

The site specifics outlined below follow the general outline of TCEQ 285.4(c)(1) as an organizational tool:

A. Overall site plan: The overall site plan to date has been provided by the client and is the basis for this study. Easements, topographic information, property bounds, layouts, etc. included in this study and the attachments are based on the information provided by the client.
B. Topographic map: A topo survey overlay was provided by the client for this study and the drainage plan is under process. The grading plan should consider the orientation of the drip disposal fields as the grading should match the drip lines (contours).
C. A 100 year floodplain map is included as an attachment.
D. A soil survey: The soil survey provided in this study is an NRCS soil survey (map and soil data) of the site. An OSSF site evaluation was also conducted and is attached.
E. Locations of water wells: The locations of water wells were based on a cursory TWDB GIS search and the layouts and survey provided by the client. A detailed search and investigation of neighboring or on-site existing water wells was not within the scope of this study and neighboring or on-site (planned or existing) water wells may affect available treatment and disposal areas.

F. The locations of easements (with respect to 285.91(10)): The locations of easements shown are based on the layouts provided.
G. Comprehensive drainage plan: No drainage plan was provided. This is not a part of the scope of the OSSF design and will need to be provided by third parties – this is the responsibility of the client.
H. The OSSF disposal method choses was drip irrigation due to high seasonal groundwater per NRCS data and space constraints.
I. This property is not within the EARZ or EACZ per TCEQ GIS data.

Loading Basis

The study evaluated an OSSF serving the following:

- Approx. 109 RV spots
- Approx. 3 laundry machines
- Approx. 2 employees
- Clubhouse with showers and bathrooms

The wastewater flowrate and organic loadings used are sourced from TCEQ 285, the EPA Onsite Wastewater documentation, and industry knowledge.

- The flow rate for the RV spots is based on 40 GPD/spot. This is based on TCEQ 285.91(3) usage rates for "RV Parks (per space)" with water saving devices (40 GPD/spot). The park management will only allow RVs 10 years old and newer in the park so that all should have low flow or ultra low flow devices. Organic loading is based on 800 mg/L BOD (BOD for residential wastewater flow adjusted for lower flow and industry manufacturer recommendations).
- The flow rate for the clubhouse restrooms is included in the RV spot flow rates. This is not open to the public so only tenants will be using this facility – the tenants will either use the restroom or shower in individual RVs or the clubhouse but not so the flow is taken into account in the above RV spot flow rates.
- The flow rate for the employees is based on 8 GPD/employee. This is based on TCEQ 285.91(3) usage rates for "office buildings (no food or showers per occupant)" (4 GPD/employee) as well as EPA Onsite Wastewater Treatment Systems Manual (OWTS) Table 3-4 (the low end of the range for office and industrial building (sanitary waste only) flow per day) (7-16 GPD/employee). Organic loading is based on 600 mg/L BOD (the maximum of residential loading in TCEQ 285 adjusted for removal of carrier water – weighting based on Figure 3-2 of the EPA OWTS).
- The flow rate for the laundry machines is based on 200 GPD/machine. This is based on TCEQ 285.91(3) usage rates for "Laundries (self service per machine)" with water saving devices (200 GPD/machine). Organic loading is based on 300 mg/L BOD (the maximum of residential loading in TCEQ 285).

The wastewater and organic mass loading (BOD) rates for the outlined loadings are for the system are as follows:

- 4976 GPD; 30.69 lbs. BOD/day

The system should be designed and specified to treat 5,000 GPD and 34 lbs./day BOD to secondary treatment levels necessary for drip irrigation disposal.

This may change with input from the permitting authority, treatment system manufacturers, etc.

The disposal loading is based on Class IV clay soil per the NRCS data for the site (an accurate site evaluation in the chosen disposal area will be required for the full design package).

System Proposal

The systems to be designed are proposed as follows (this is preliminary and will likely change during the design process, it is intended only as a general outline – size and number of each TBD in design process, see attached drawing package for flow diagrams):

- Lift tank total volume approx. 2,500 gal.
    - Max inlet to this tank below grade is 8', contact if flow line tie-in to be deeper
- Flow equalization (dosing) tank to stabilize variable flow; total volume approx. 15,000 gal.
- Proprietary treatment units (see attached Infiltrator Eco Pod specification)
- Pump tank(s) to pump treated effluent to disposal field; total volume approx. 6,000 gal.
- Drip irrigation disposal field (approx. 25,000 sq. ft.)

Summary

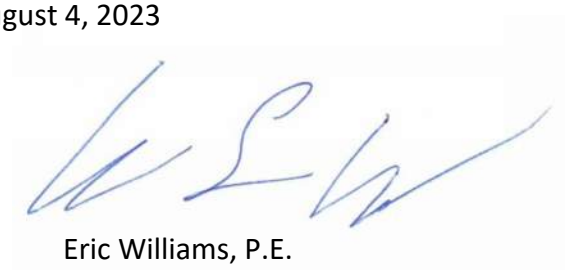
Based on the assumptions and information provided by the treatment system manufacturer and common engineering and scientific principles, this OSSF should function and meet TCEQ requirements when operated in accordance with the information within this design and within the assumptions made during the design process.

This report and attachments should be shared with all stakeholders in the project (permitting authority, installer, civil site planners, civil engineers, etc.) for input prior to moving forward with the project.

Attachments

- Preliminary layout NOTE: drawing package is incomplete, details and additional information will be added for final design
- NRCS soil data for site
- TWDB GIS printout (water well search from TWDB site)
- Tank manufacturer's schematics for treatment, pretreatment, holding, and pump tanks

August 4, 2023



Eric Williams, P.E.

DRAFT

OSSF Soil and Site Evaluation

Property Owner: Semetana RV Resort Date Performed: 5/17/2023

Site Address: 3007 Smetana Rd., Smetana, TX
County: Brazos

Requirements: At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area. Locations of soil borings or dug pits must be shown on the site drawing. For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed disposal field excavation depth. For surface disposal, the surface horizon must be evaluated. Describe each soil horizon and identify any restrictive features on this form. Indicate depths where features appear.

Proposed Excavation Depth: 24"

Soil Boring #1

Depth (ft.)	Texture Class	Gravel Analysis	Drainage (Mottles/Water Table)	Restrictive Horizon	Observations
1	II	N/A	No	N/A	
2	III	N/A	Yes	N/A	Mottles 12"
3	III	N/A	Yes	N/A	
4	-	-	-	-	
5	-	-	-	-	
6	-	-	-	-	

Soil Boring #2

Depth (ft.)	Texture Class	Gravel Analysis	Drainage (Mottles/Water Table)	Restrictive Horizon	Observations
1	II	N/A	No	N/A	
2	III	N/A	Yes	N/A	Mottles 12"
3	III	N/A	Yes	N/A	
4	-	-	-	-	
5	-	-	-	-	
6	-	-	-	-	

PRELIMINARY: For interim review by E. Williams, PE 125763

DRAFT

OSSF Soil and Site Evaluation

Presence of 100 year flood zone (based on FEMA data)?	No
Presence of upper water shed?	Yes, 12"
Presence of adjacent ponds, streams, water impoundments?	yes
Existing or proposed water wells within 150 of proposed installation area?	Yes
Ground Slope (approximate):	See topo survey

Additional Notes: See engineered design for more detail.

Attachments: Engineered design

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability.

8/4/2023

Eric Williams, P.E. - 125763
WillCo Engineering, PLLC
Texas Engineering Firm 18639

PRELIMINARY: For interim review by E. Williams, PE 125763

ON–SITE SEWAGE FACILITY
SMETANA RV RESORT

PROJECT LOCATION:
3007 SMETANA RD.
SMETANA, TX

SHEET SET LIST:

1. COVER
2. SITE LAYOUT
3. DISPOSAL LAYOUT
4. DISPOSAL DETAILS
5. PROCESS FLOW DIAGRAM
6. OSSF TANK LAYOUT
7. OSSF TANK DETAILS
8. OSSF NOTES

DESIGN OVERVIEW NOTES:

1. THIS DESIGN COVERS A SINGLE OSSF TO SERVE THE PROPERTY – AN RV RESORT.
2. THIS DESIGN STARTS AT THE TERMINATION OF THE SANITARY SEWER LINE (LIFT TANK) AND COVERS THE PRETREATMENT TANK TO THE SURFACE SPRAY DISPOSAL FIELD (OSSF TANK AND DISPOSAL ONLY). LIFT STATIONS WITHIN THE PARK, WATERLINES, SEWER LINES, UTILITIES, WELL OR WATER METER LOCATION, ETC. TO BE PROVIDED BY OTHER PARTIES PRIOR TO DESIGN FINALIZATION.
3. THIS DESIGN PERTAINS TO THE OSSF TREATMENT AND DISPOSAL SYSTEM ONLY – NO WATER OR SEWER LINE DESIGN OR LAYOUT (OR ANY OTHER UTILITIES), GRADING/DRAINAGE DESIGN OR LAYOUT, CIVIL SITE PLAN, OR ANY OTHER ENGINEERING SERVICE PROVIDED OR IMPLIED FROM THIS DESIGN PACKAGE. ALL PIPING FROM THE BUILDING TO THE TREATMENT SYSTEM IS TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS SPECIFIED WITHIN 30 TAC §§285.
4. ANY CHANGES TO CIVIL SITE PLAN OR PLANNING OR ANY DIFFERENCES BETWEEN SITE CONDITIONS AND PLANS SHOWN IN THIS DESIGN SHALL BE IMMEDIATELY BROUGHT TO THE NOTIFICATION OF WILLCO ENGINEERING IN WRITING. NO "AS BUILT" REVISIONS PROVIDED, ALL REVISIONS MUST TAKE PLACE PRIOR TO CONSTRUCTION AND WILL BE HANDLED ON A CASE BY CASE BASIS.
5. NO COMMERCIAL KITCHENS OR FOOD PREP FACILITIES (OTHER THAN INDIVIDUAL RVs) SHALL BE INSTALLED OR CONNECTED TO OSSF.
6. DRIP IRRIGATION DISPOSAL BASED ON SOIL LOADING RATE OF 0.10 GPD/SQ. FT. LIQUID CHLORINATION DISINFECTION REQUIRED (NSF/ANSI APPROVED).
7. WATER METER AT OUTLET OF PUMP TANK SHALL BE USED TO MONITOR WASTEWATER FLOW RATE. MANAGER/OWNER/OPERATOR RESPONSIBLE FOR NOT EXCEEDING HYDRAULIC OR ORGANIC LOADINGS OUTLINED IN DESIGN AND FOR ADJUSTING INLET FLOWS AND SYSTEM PARAMETERS TO MEET REQUIRED TCEQ OUTFLOW CHARACTERISTICS.
8. DESIGN VALID FOR ONE YEAR FROM DATE OF ISSUE.
9. BASED ON THE TREATMENT SYSTEM MANUFACTURER'S BOD RATING FOR TREATMENT UNITS AND DESIGN EVALUATION, THIS OSSF SHOULD MEET TCEQ TREATMENT AND DISPOSAL REQUIREMENTS WHEN LOADED AND OPERATED AS DESIGNED AND WITHIN INDUSTRY PRACTICES AND MANUFACTURERS' REQUIREMENTS AND RECOMMENDATIONS. SYSTEM IS DESIGNED BASED ON PROJECTED WASTEWATER FLOWS AND ORGANIC LOADINGS – ACTUAL FLOW CHARACTERISTICS FROM OPERATIONAL FACILITIES MAY NECESSITATE CHANGES TO THE OSSF WHICH ARE NOT THE RESPONSIBILITY OF THIS DESIGN OR DESIGNER.

FLOOD PLAIN SPECIFIC NOTES:

1. SYSTEM INSTALLATION SHALL NOT INCREASE HEIGHT OF FLOOD (DO NOT ADD GRADE ABOVE CURRENT GRADING LEVEL AS PART OF OSSF INSTALLATION).
2. ALL COMPONENTS, WITH THE EXCEPTION OF RISERS, CHLORINATORS, CLEANOUTS, SPRINKLERS, AND INSPECTION PORTS, SHALL BE COMPLETELY BURIED WITHOUT ADDING FILL.
3. NON–BURIED COMPONENTS (E.G. ALARMS, JUNCTION BOXES, AND COMPRESSORS) SHALL BE ELEVATED ABOVE THE 100–YEAR FLOOD ELEVATION.
4. COMPLETELY SEAL TANK RISERS AND LIDS WITH JOINT SEALANT.
5. COMPLETELY SEAL INLETS AND OUTLETS AND CLEAN OUT PORTS WITH GROUT AND/OR SEALANT AS APPLICABLE.
6. TANK MFG. TO PROVIDE BUOYANCY CALCULATIONS IF REQUIRED BY PERMITTING AUTHORITY. TANKS AS SHOWN NOT INSTALLED IN FLOOD ZONE.

PIPING NOTES:

1. ALL WATERLINE CROSSINGS SHALL BE IN ACCORDANCE WITH TAC 290.44(e)(4)(B).
2. ALL PIPING ASSOCIATED WITH OSSF UNDER OR WITHIN 5' OF HARD SURFACES SHALL BE SLEEVED IN SCH. 40 PIPE OR SHALL BE SCH. 80 PIPE.
3. SEE SITE PLAN FROM OWNER AND CIVIIL SITE PLAN ENGINEER FOR ALL SEWER LINE AND WATERLINE ROUTING –THIS DESIGN PERTAINS FROM PRETREATMENT TANK TO DISPOSAL FIELD ONLY.
4. ALL PIPING THAT CROSSES EASEMENTS MUST HAVE WRITTEN PERMISSION FROM EASEMENT HOLDER AND PERMITTING AUTHORITY PRIOR TO CONSTRUCTION. THIS IS THE RESPONSIBILITY OF THE OWNER AND/OR INSTALLER.

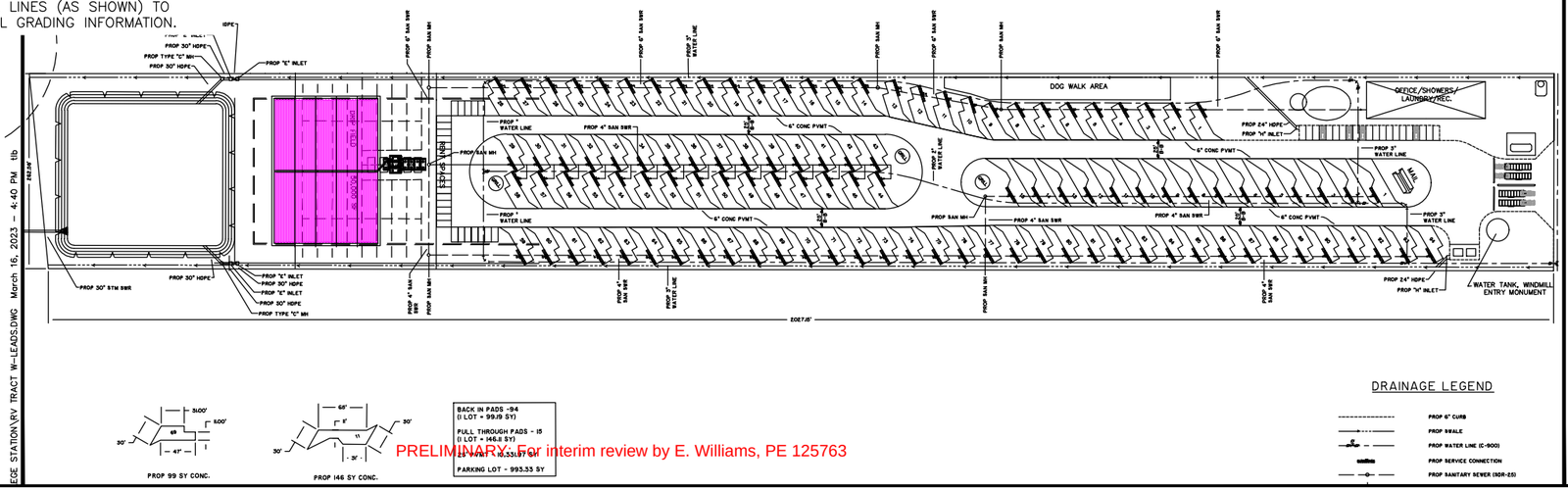
DISPOSAL NOTES:

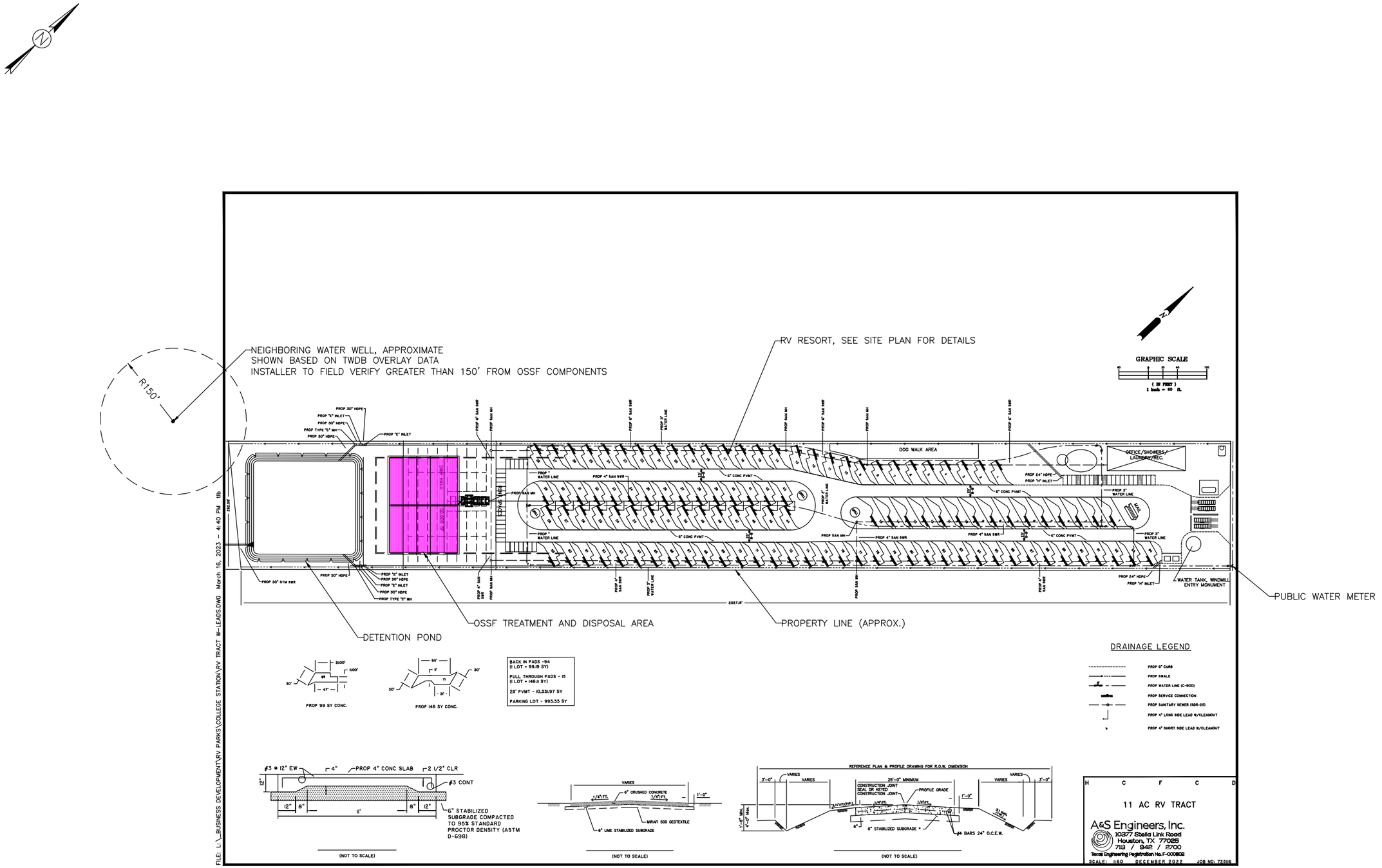
1. SEE ATTACHED SPEC SHEETS FOR DRIP DETAILS AND ZONE CONTROL DETAILS. SPEC SHEETS ARE TYPICAL.
2. GRADING MUST BE PERFORMED IN A MANNER TO ENCOURAGE POSITIVE DRAINAGE AWAY FROM DISPOSAL FIELDS AND IN A MANNER THAT PROVIDES THE DRIP DISPOSAL LINES (AS SHOWN) TO FOLLOW THE CONTOUR OF THE FINAL GRADE. SEE SITE PLAN FOR FINAL GRADING INFORMATION.

ELECTRICAL NOTES:

1. 30 TAC §§285.32 (D) (5) IDENTIFIES ELECTRICAL WIRING FOR NON–STANDARD SYSTEMS SHALL BE INSTALLED ACCORDING TO 30 TAC §285.34 (C). 30 TAC §285.34 (C) IDENTIFIES THE ELECTRICAL WIRING SHALL CONFORM TO THE REQUIREMENTS OF THE NATIONAL ELECTRIC CODE. ADDITIONALLY, ALL EXTERNAL WIRING SHALL BE INSTALLED IN APPROVED, RIGID, NON–METALLIC GRAY CODE ELECTRICAL CONDUIT. THE CONDUIT SHALL BE BURIED ACCORDING TO THE REQUIREMENTS IN THE NATIONAL ELECTRICAL CODE AND TERMINATED AT A MAIN CIRCUIT BREAKER PANEL OR SUB–PANEL. CONNECTIONS SHALL BE IN APPROVED JUNCTION BOXES ALL ELECTRICAL COMPONENTS SHALL HAVE AN ELECTRICAL DISCONNECT WITHIN DIRECT VISION FROM THE PLACE WHERE THE ELECTRICAL DEVICE IS BEING SERVICED. ELECTRICAL DISCONNECTS MUST BE WEATHERPROOF (APPROVED FOR OUTDOOR USE) AND HAVE MAINTENANCE LOCKOUT PROVISIONS.
2. ALL CONTROL PANELS SHALL BE SPI OR APPROVED EQUAL.

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.


DOG WALK AREA
OFFICE/SHOWERS/LAUNDRY/REC.
WATER TANK, WINDMILL ENTRY MONUMENT
PROP 30" STM SWR
PROP 30" HDPE
PROP TYPE "C" MH
PROP "C" INLET
PROP 4" SAN SWR
PROP SAN MH
PROP 3" WATER LINE
PROP 6" CONC PVMT
PROP 24" HDPE
PROP "H" INLET
EXIST. SHED
EXIST. GAZEBO
EXIST. WELL
EXIST. 6" SAN SWR
EXIST. 3" WATER LINE
EXIST. SAN MH
EXIST. 6" CONC PVMT
EXIST. 4" SAN SWR
EXIST. 3" WATER LINE
EXIST. 6" CONC PVMT
EXIST. 4" SAN SWR
EXIST. 3" WATER LINE
EXIST. SAN MH
EXIST. 4" SAN SWR
EXIST. 3" WATER LINE
EXIST. 6" CONC PVMT
EXIST. 4" SAN SWR
EXIST. 3" WATER LINE
EXIST. 6" CONC PVMT
EXIST. 4" SAN SWR
EXIST. 3" WATER LINE
EXIST. SAN MH



FILE: L:_BUSINESS DEVELOPMENT\RV PARKS\COLLEGE STATION\RV TRACT W-LEADS.DWG March 16, 2023 - 4:40 PM tlb

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CUSTOMER:

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SMETANA, TX

CONTRACTOR:

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DRAWING TITLE:

OSSF LAYOUT

DATE:	2023-08-04
PROJECT:	0-3446
SCALE:	1"=200'-0"
SHEET#:	2 of 8
REV:	0

PRELIMINARY: For interim review by E. Williams, PE 125763

PROP 30" HDPE

PE "C" MH

0" HDPE

PROP "E" INLET

APPROX. EDGE OF DRAINAGE SWALE

PROP

PROP

DRIP IRRIGATION DISPOSAL ZONES 1–5
QTY. (14) 188' LATERALS (LOOPED ENDS)
2,632' LINEAR
5,264 SQ. FT. DISPOSAL AREA
1,316 DRIP EMITTERS (0.53 GPH)
11.6 GPM FLOW RATE
DISPOSAL AREA * LOADING RATE = 1,052 GALLONS DAILY DISPOSAL CAPACITY
90 MIN. PER DAY TOTAL DOSING TIME
QTY. (6) DOSES AT 15 MIN. EACH
FLUSH FLOW RATE = 0.74 GPM/LATERAL * 14 LATERALS = 10.4 GPM FIELD FLUSH
TOTAL FLOW RATE = 22 GPM/ZONE

OSSF BUFFER ZONE

FEMA ZONE 'X'

2' 2'

T.H.1

25'

APPROX. EDGE OF DETENTION POND

94'

DRIP FIELD

50,000 SF

94'

100 MICRON FILTER
ZONE CONTROL VALVE
CONTROL PANEL

PROP SAN MH

RENT SPACES

GRILL

1 ½" SUPPLY LINES
1 ½" RETURN LINES
TYPICAL EACH DISPOSAL FIELD

T.H.2

TOP OF MOUND

TOE OF DISPOSAL MOUND

ZONE DIVIDING LINES (ANNOTATIVE)

PROP 30" HDPE

PROP "E" INLET

PRELIMINARY: For interim review by E. Williams, PE 125763

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SMETANA, TX

CONTRACTOR:

ERIC WILLIAMS 125763 PROFESSIONAL ENGINEER

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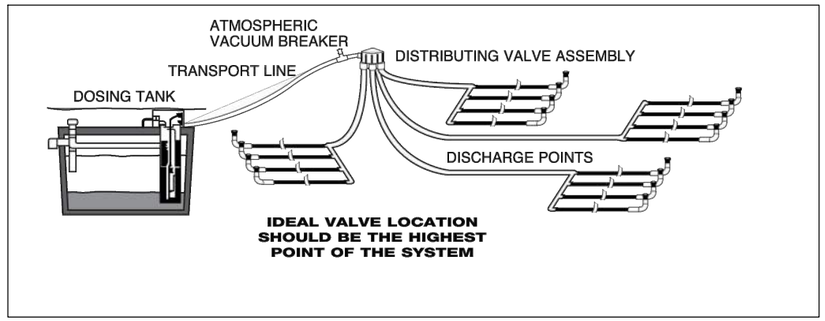
8

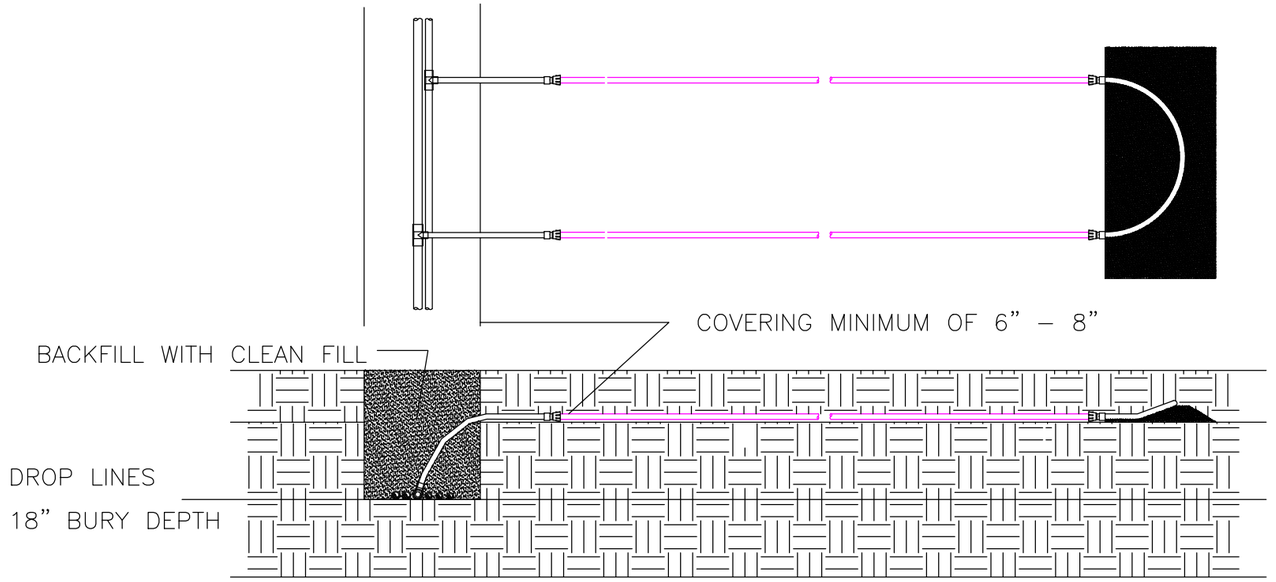
DRAWING TITLE:

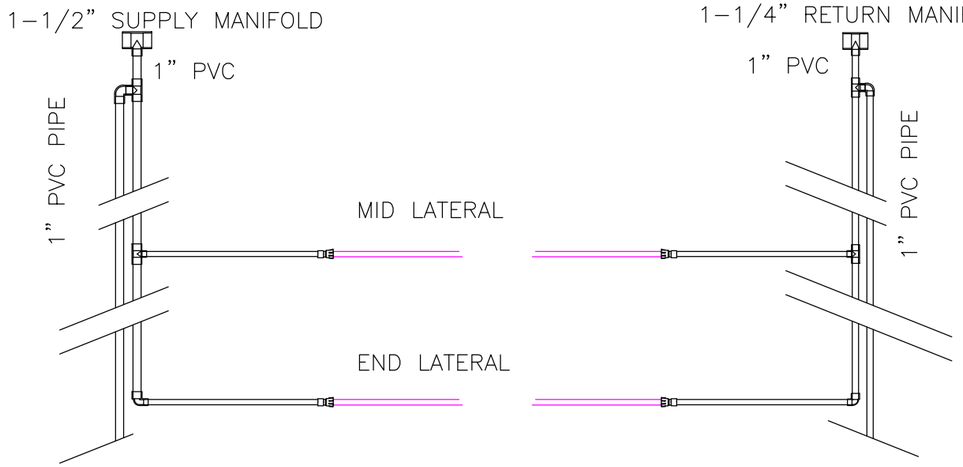
OSSF DISPSOAL LAYOUT

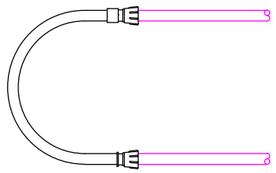
DATE:	2023-08-04
PROJECT:	0-3446
SCALE:	1"=30'-0"
SHEET#:	3 of 8
REV:	0

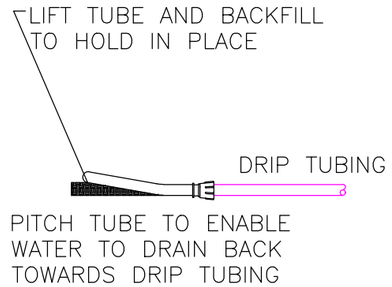


1 INDEX VALVE LOCATION
NOT TO SCALE









	Drip Disposal Field					Totals
Zone	1	2	3	4	5	-
No. of Laterals	14	14	14	14	14	-
Length Per Lateral (avg., ft.)	188	188	188	188	188	-
Total Length (ft.)	2632	2632	2632	2632	2632	**13,160**
Disposal Area (sq. ft.)	5264	5264	5264	5264	5264	**26,320**
Soil Loading Rate (GPD/sq. ft.)	0.2	0.2	0.2	0.2	0.2	-
Disposal Capacity (GPD)	1052	1052	1052	1052	1052	**5,260**
No. Drip Emitters	1316	1316	1316	1316	1316	**6,580**
Emitter Flow Rate (gal./hr.)	0.53	0.53	0.53	0.53	0.53	-
Flow Rate Emitters (GPM)	11.6	11.6	11.6	11.6	11.6	-
Dosing Time (per day, minutes)	91	91	91	91	91	-
Dosing Interval (hours)	4	4	4	4	4	-
Time Per Dose (minutes)	15	15	15	15	15	-
Field Flush Flow Rate (GPM) *0.74 GPM/lateral flush rate	10.4	10.4	10.4	10.4	10.4	-
Total Flow Rate (GPM)	22	22	22	22	22	-
Total Disposal Capacity (per zone)	**Total Disposal Capacity is 5260 GPD**					

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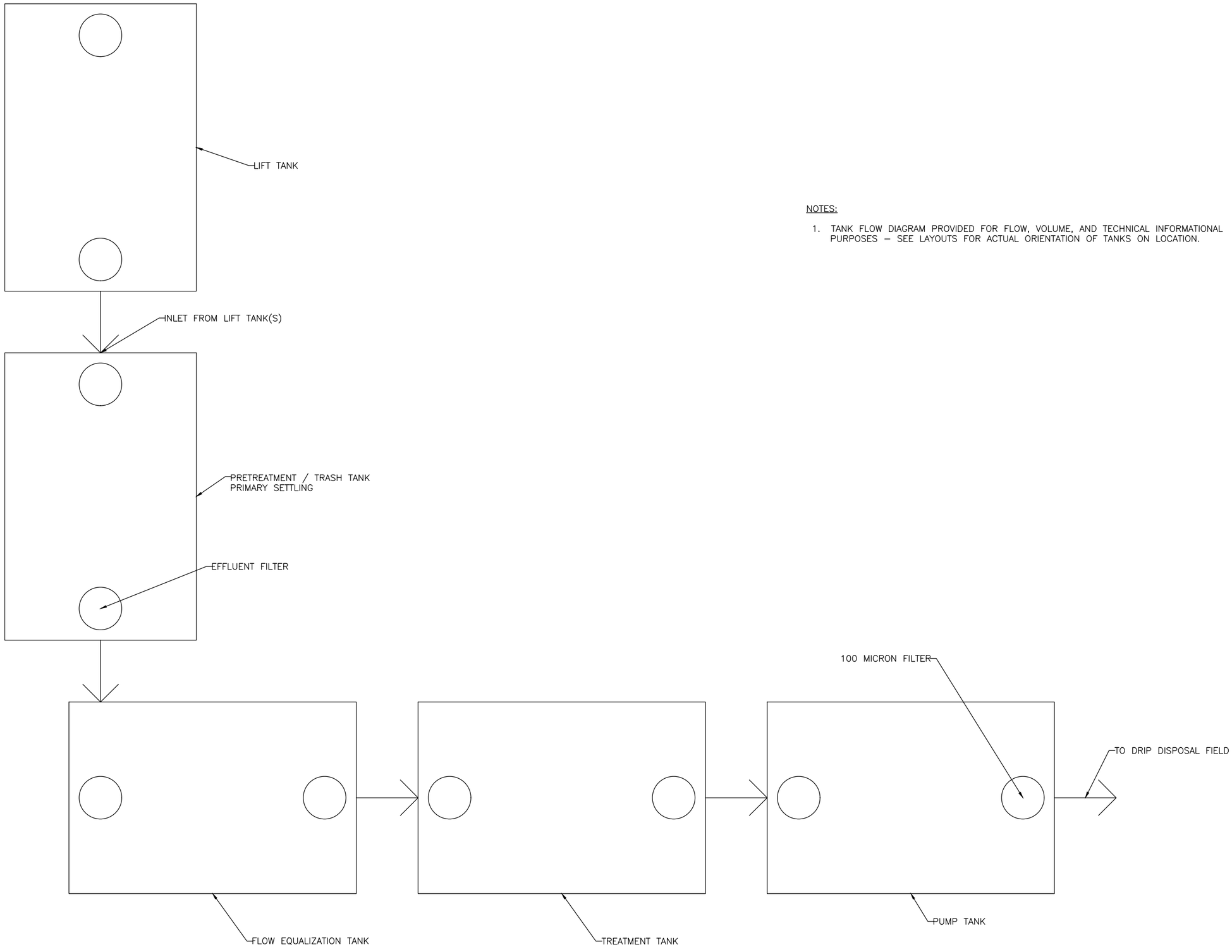
DRAWING TITLE:

OSSF DISPOSAL DETAILS

DATE:	2023–08–04
PROJECT:	0–3446
SCALE:	DO NOT SCALE
SHEET#:	4 of 8
REV:	0



NOTES:

1. TANK FLOW DIAGRAM PROVIDED FOR FLOW, VOLUME, AND TECHNICAL INFORMATIONAL PURPOSES – SEE LAYOUTS FOR ACTUAL ORIENTATION OF TANKS ON LOCATION.

PRELIMINARY: For interim review by E. Williams, PE 125763

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DRAWING TITLE:

OSSF FLOW DIAGRAM

DATE:	2023-08-04
PROJECT:	0-3446
SCALE:	DO NOT SCALE
SHEET#:	5 of 8
REV:	0

FEMA ZONE 'X'

LIFT TANK, 4500 GAL. EFFECTIVE VOLUME
DEPTH TO BE DETERMINED BY CIVIL SITE PLAN
REFER TO CIVIL SITE PLAN AND UTILITIES PLAN
APPROX. 8' BELOW FINISHED GRADE, TO BE CONFIRMED ON CIVIL SITE PLAN

K-RAIN 5-ZONE CONTROL VALVE
6605-RCW OR EQ.

100 MICRON FILTRATION UNITS

1 ½" SUPPLY LINES
1 ¼" RETURN LINES
TYPICAL EACH DISPOSAL FIELD

6,000 GAL. PUMP TANK

QTY. (3) TREATMENT UNIT TANKS, SEE MFG. SPEC SHEETS

FLOW EQUALIZATION TANKS, QTY. (2) 4,000 GAL. UNITS
CONNECTED TOP AND BOTTOM FOR 8,000 GAL. TOTAL CAPACITY

4,500 GAL. TRASH TANK

FIELD

RENTAL SPACES

50000

PRELIMINARY: For interim review by E. Williams, PE 125763

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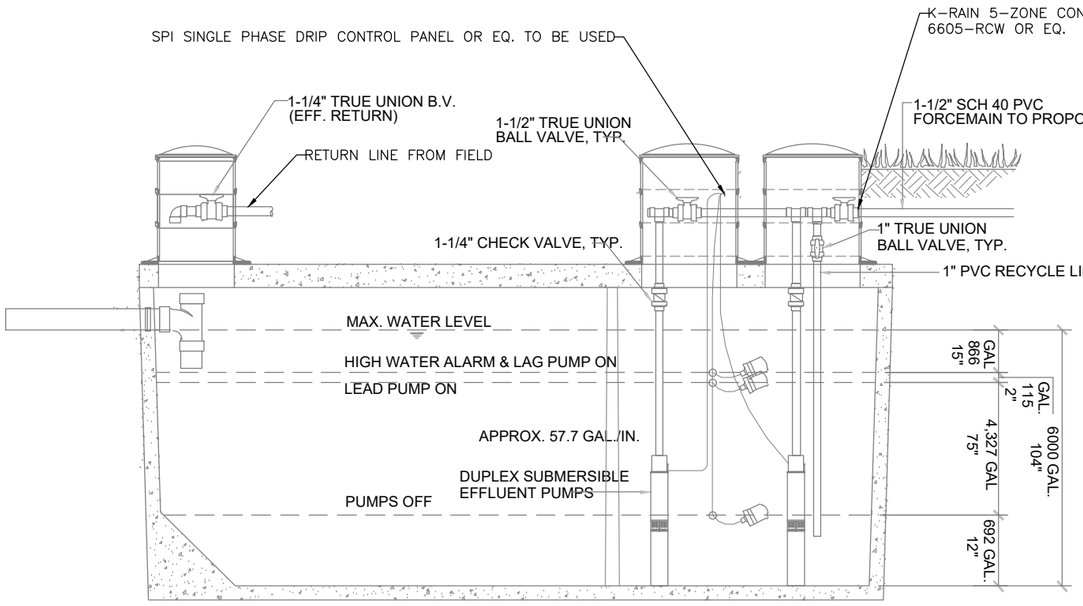
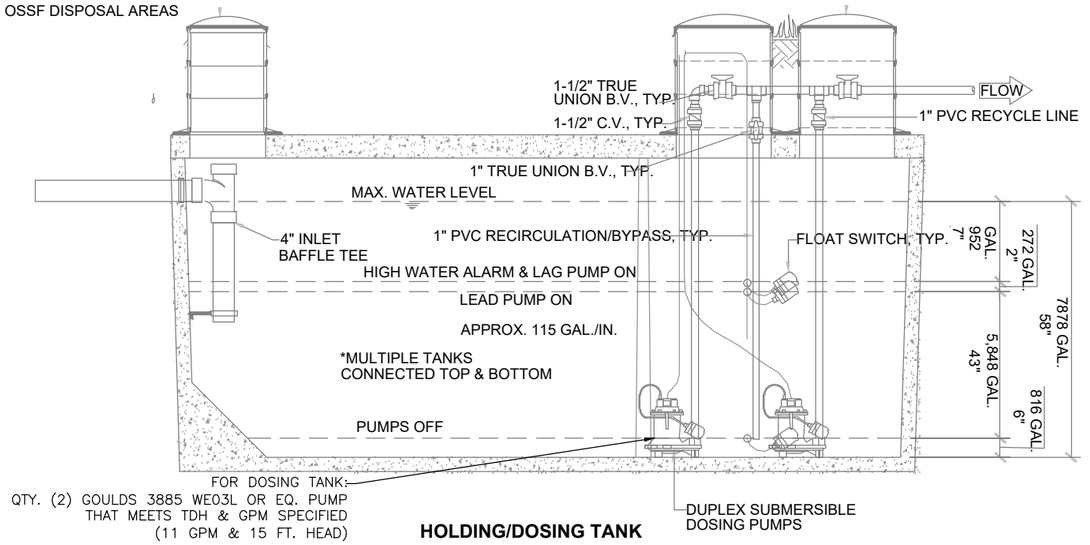
DRAWING TITLE:

OSSF TANK LAYOUT

DATE:	2023-08-04
PROJECT:	0-3446
SCALE:	1"=10'-0"
SHEET#:	6 of 8
REV:	0



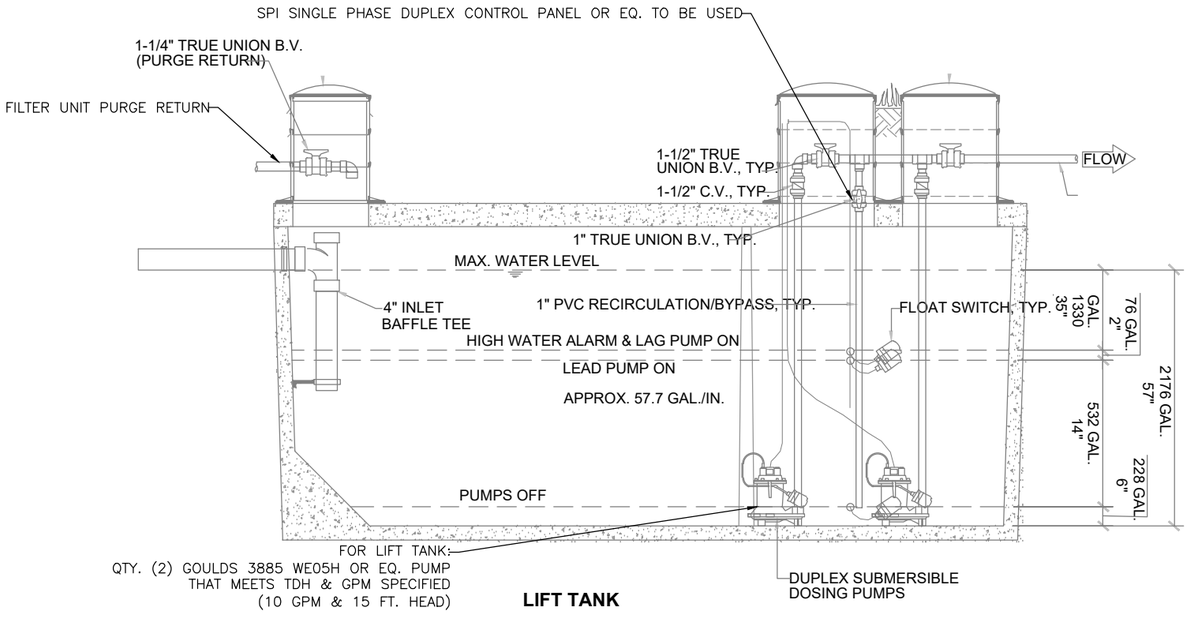
EFFLUENT PUMP TANK



HOLDING/DOSING TANK

TANK NOTES:

1. TANK FLOW DIAGRAM PROVIDED FOR FLOW, VOLUME, AND TECHNICAL INFORMATIONAL PURPOSES – SEE LAYOUTS FOR ACTUAL ORIENTATION OF TANKS ON LOCATION.
2. THERE SHALL BE STORAGE VOLUME OF AT LEAST ONE SIXTH (4 HOURS) THE DAILY VOLUME BETWEEN THE ALARM-ON LEVEL AND THE INLET TO THE PUMP TANK AND DOSING TANK PER 285.34(b)(2). DUAL PUMPS REQUIRED IN ALL TANKS WITH PUMPS (DOSING, LIFT, AND PUMP TANKS).
3. ALL TANK AREAS SHALL BE PROTECTED BY FENCE AND LOCKED GATES TO PREVENT UNAUTHORIZED ACCESS.
4. PUMP TANK PUMPS MAY BE CONNECTED AND RUN AT SAME TIME IN PARALLEL FOR ADDITIONAL FLOW RATE TO MEET FILTER FLUSH REQUIREMENTS.
5. 100 MICRON FILTER UNIT REQUIRED (ACT C200S, T125, OR EQ.). ALL EFFLUENT WATER SHALL BE FILTERED PRIOR TO LEAVING THE PUMP TANK, ONLY FILTERED EFFLUENT SHALL BE PUMPED TO DISPOSAL FIELDS.
6. TANKS MUST MEET OR EXCEED TCEQ 285 REQUIREMENTS.
7. ALL TANKS MUST BE SEALED TO PREVENT WATER INTRUSION.
8. MAX TANK DEPTH SHALL BE 96"; NO INLET FROM SANITARY SEWER LINES DEEPER THAN 96" BELOW GRADE.
9. EFFLUENT FILTER SHALL BE USED IN OUTLET OF PRETREATMENT TANK IMMEDIATELY BEFORE DOSING TANKS. ALARM FLOAT SHALL BE USED TO ALARM FOR HIGH WATER IN CASE OF CLOGGED FILTER. FILTER SHALL BE SERVICED AT INTERVAL TO PREVENT CLOGGING.
10. TANKS SPECIFIED SHALL BE USED UNLESS APPROVED EQUAL USED. APPROVED EQUALS MUST PROVIDE BUOYANCY CALCULATIONS AND TANK DESIGN SHEETS THAT MEET TCEQ REQUIREMENTS SIGNED AND SEALED BY ENGINEER LICENSED IN THE STATE OF TEXAS AND MAY ONLY BE USED WITH PRIOR APPROVAL OF DESIGNER. APPROVED EQUAL TREATMENT UNITS MUST HAVE LETTER OR SPECIFICATION FROM MANUFACTURER OUTLINING BOD TREATMENT RANGE.
11. 30 TAC §§285.32 (D) (5) IDENTIFIES ELECTRICAL WIRING FOR NON-STANDARD SYSTEMS SHALL BE INSTALLED ACCORDING TO 30 TAC §285.34 (C). 30 TAC §285.34 (C) IDENTIFIES THE ELECTRICAL WIRING SHALL CONFORM TO THE REQUIREMENTS OF THE NATIONAL ELECTRIC CODE. ADDITIONALLY, ALL EXTERNAL WIRING SHALL BE INSTALLED IN APPROVED, RIGID, NON-METALLIC GRAY CODE ELECTRICAL CONDUIT. THE CONDUIT SHALL BE BURIED ACCORDING TO THE REQUIREMENTS IN THE NATIONAL ELECTRICAL CODE AND TERMINATED AT A MAIN CIRCUIT BREAKER PANEL OR SUB-PANEL. CONNECTIONS SHALL BE IN APPROVED JUNCTION BOXES ALL ELECTRICAL COMPONENTS SHALL HAVE AN ELECTRICAL DISCONNECT WITHIN DIRECT VISION FROM THE PLACE WHERE THE ELECTRICAL DEVICE IS BEING SERVICED. ELECTRICAL DISCONNECTS MUST BE WEATHERPROOF (APPROVED FOR OUTDOOR USE) AND HAVE MAINTENANCE LOCKOUT PROVISIONS.



LIFT TANK

PRELIMINARY: For interim review by E. Williams, PE 125763

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DRAWING TITLE:

OSSF TANK DETAILS

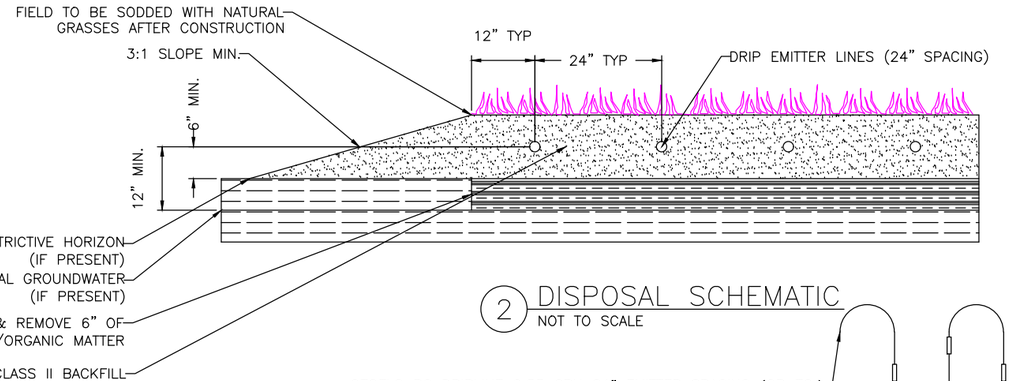
DATE:	2023-08-04
PROJECT:	0-3446
SCALE:	DO NOT SCALE
SHEET#:	7 of 8
REV:	0

DESIGN SPECIFIC NOTES:

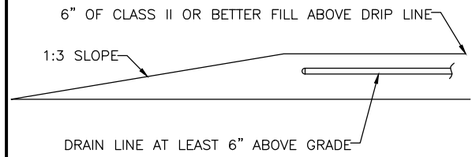
1. WELLS SHOWN BASED ON SURVEY AND SITE PLAN PROVIDED.
2. OSSF TANK AREA AND DISPOSAL AREA LOCATED WITHIN FEMA ZONE 'X', BASED ON SITE PLAN AND SURVEY PROVIDED. FLOOD PLAIN INFORMATION TO BE USED FOR NO OTHER PURPOSE THAN OSSF PERMITTING.
3. SWALES OR DEPRESSIONS SHOWN BASED ON SITE PLAN PROVIDED.
4. KNOWN EASEMENTS, PROPERTY LINES, SLOPES, SWALES, BODIES OF WATER SHOWN BASED ON SITE PLAN PROVIDED.
5. 5,000 GPD/0.20 GAL./SQ. FT./DAY = 25,000 SQ. FT. DISPOSAL AREA REQUIRED.

ON-SITE WASTEWATER SYSTEM GENERAL NOTES:

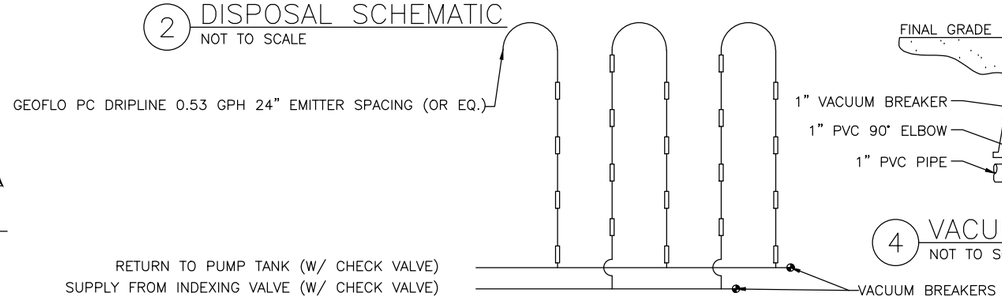
1. THIS DESIGN PERTAINS TO THE OSSF ONLY (SITE PLAN/PLANNING, DRAINAGE & GRADING PLANS, ETC. TO BE PROVIDED BY OTHER PARTIES). DESIGN VALID FOR ONE YEAR FROM DATE SHOWN ON DESIGN. ALL CHANGES MUST BE APPROVED BY DESIGNER PRIOR TO CONSTRUCTION. UNPREDICTABILITY OF NATURE AND MAN MAY AFFECT OPERATION OF OSSF AND CHANGES MAY BE REQUIRED ONCE OPERATIONAL TO ACCOMMODATE LOCAL CONDITIONS; DESIGNER NOT RESPONSIBLE FOR THIS.
2. AN ON-SITE SEWAGE FACILITY PERMIT TO CONSTRUCT MUST BE OBTAINED FROM THE LOCAL PERMITTING AUTHORITY PRIOR TO INSTALLING THIS WASTEWATER DISPOSAL SYSTEM.
3. SYSTEM INSTALLATION MUST BE BY A LICENSED INSTALLER OF ON-SITE SEWAGE FACILITIES. NO COMPONENT OF THIS SYSTEM SHALL BE COVERED UP WITH OUT PERMITTING AUTHORITIES WRITTEN APPROVAL.
4. ANY DISCREPANCIES THAT EXIST BETWEEN THE APPROVED DESIGN AND THE ACTUAL FIELD CONDITIONS IS THE INSTALLERS RESPONSIBILITY TO IMMEDIATELY NOTIFY THE DESIGNER AND PERMITTING AUTHORITY PRIOR TO START OF ANY WORK AND SUBMIT AND RECEIVE APPROVAL OF ANY NECESSARY CHANGES IN THE PROPOSED CONSTRUCTION. INSTALLER RESPONSIBLE FOR MAINTAINING SETBACKS LISTED IN 285.91 AND THOSE LISTED IN THE LOCAL ORDER (WHETHER SPECIFICALLY CALLED OUT OR NOT).
5. ALL CONSTRUCTION METHODS AND MATERIALS MUST BE IN ACCORDANCE WITH LOCAL OSSF ORDER AND TCEQ RULES AND POLICIES AS WELL AS MANUFACTURER REQUIREMENTS UNLESS SPECIFICALLY NOTED IN THIS DRAWING AND APPROVED BY THE PERMITTING AUTHORITY.
6. SITE SHALL BE FINISH GRADED & COVERED WITH NATIVE GRASSES AFTER COMPLETION OF SYSTEM INSTALLATION TO PROVIDE POSITIVE STORM WATER RUNOFF. ABSORPTION AREA SHALL BE CROWNED. DRAINAGE SWALES SHALL BE CONSTRUCTED TO ADEQUATELY CONVEY STORM WATER AWAY FROM THE ABSORPTION AREA. ONLY CLASS II OR BETTER FILL TO BE USED.
7. ALL INSPECTIONS MUST BE PASSED AND AN AUTHORIZATION TO OPERATE MUST BE ISSUED BY THE PERMITTING AUTHORITY BEFORE THIS ON-SITE SEWAGE FACILITY CAN BE USED.
8. OSSF DESIGNED WITH GUIDANCE FROM LOCAL ORDER AND TCEQ TAC CH. 285 ONLY – OWNER RESPONSIBLE FOR HOA OR DEED RESTRICTION COMPLIANCE.
9. EDWARDS AQUIFER RECHARGE AND CONTRIBUTING ZONES (INCLUDING PROTECTION PLANS) SPECIFIC COMPLIANCE SHALL BE HANDLED BY OTHER PARTIES.
10. CALL 811 BEFORE ANY EXCAVATION. INSTALLER RESPONSIBLE FOR VERIFYING AND MARKING PRESENCE OF EASEMENTS PRIOR TO CONSTRUCTION.
11. DESIGN VOIDED IF WASTEWATER FLOW RATES OR ORGANIC LOADING RATES EXCEEDED. NO MEDICAL WASTE, ANIMAL WASTE, INDUSTRIAL WASTE, OR ANY OTHER NON-HUMAN PRODUCED WASTE TO BE DISPOSED OF IN OSSF.
12. BY UTILIZING THIS DESIGN PACKAGE FOR PERMITTING AND CONSTRUCTION PURPOSES, END USER AND INSTALLER AGREE THAT LIABILITY LIMITED TO FEE CHARGED FOR DESIGN.
13. DRAWING PACK SHALL BE PRINTED ON 11"x17" PAPER – SCALE BAR GOVERNS.



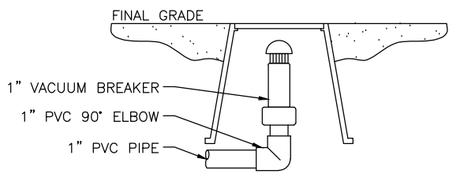
2 DISPOSAL SCHEMATIC
NOT TO SCALE



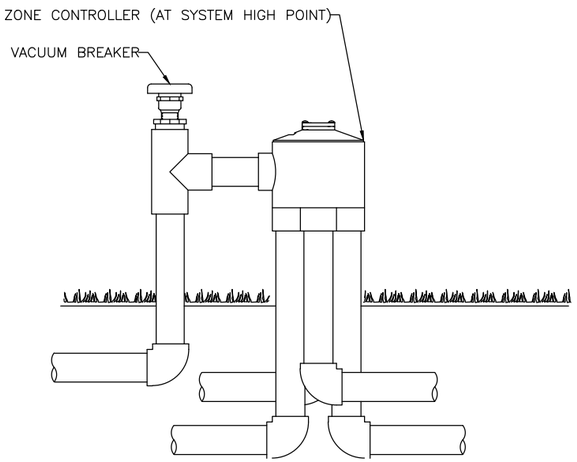
1 MOUND DETAIL
NOT TO SCALE



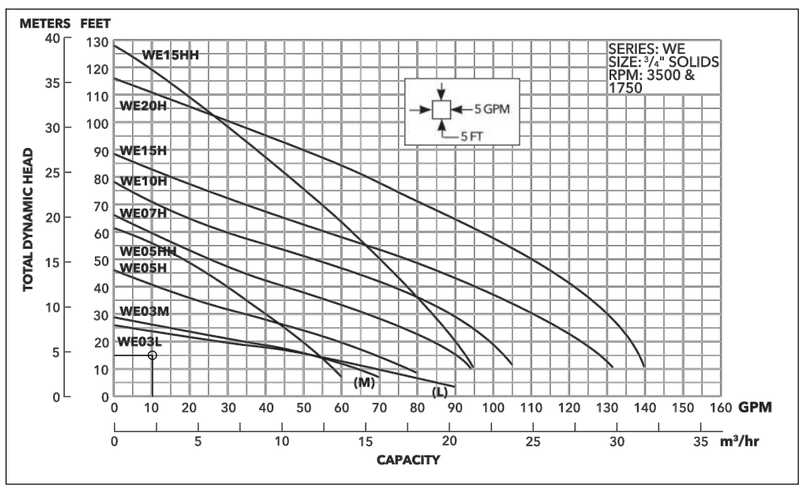
3 TYP. DRIP LINE LAYOUT
NOT TO SCALE



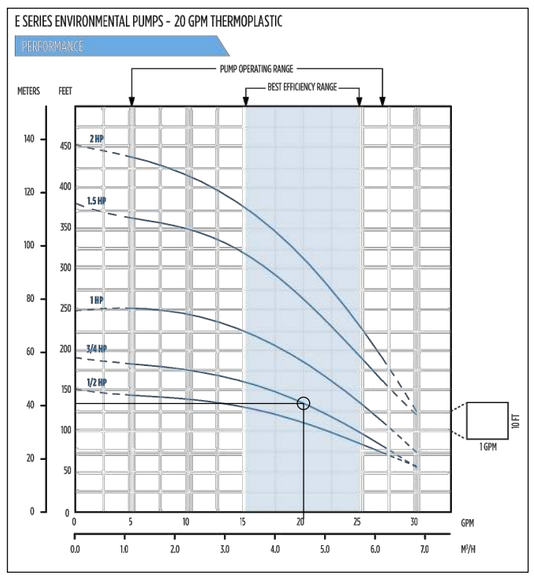
4 VACUUM BREAKER
NOT TO SCALE



5 ZONE CONTROLER DETAIL
NOT TO SCALE



6 PUMP CURVE – GOULDS



7 PUMP CURVE – FRANKLIN
20FE1P4-2W230

PRELIMINARY: For interim review by E. Williams, PE 125763

WILLCO ENGINEERING
2947 HIGHLAND LAKES DR.
MISSOURI CITY, TX 77459
PHONE: 832-356-9922
TEXAS FIRM F-18639
ERIC@WillCoENGINEERING.COM
www.WillCoEngineering.com

CUSTOMER:

SMETANA RV RESORT
3007 SMETANA RD.
SMETANA, TX

CONTRACTOR:

8/ PRELIMINARY: RELEASED FOR INTERIM REVIEW PURPOSES BY ERIC WILLIAMS, PE (125763) ON 8/4/2023. NOT TO BE USED FOR CONSTRUCTION, PERMITTING, OR ANY OTHER PURPOSE.

DRAWING TITLE:

OSSF NOTES

DATE:	2023-08-04
PROJECT:	0-3446
SCALE:	DO NOT SCALE
SHEET#:	8 of 8
REV:	0

Soil Map—Brazos County, Texas

Map Scale: 1:3,820 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 50 100 200 300

Feet: 0 150 300 600 900

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 14N WGS84

PRELIMINARY: For interim Soil Survey by E. Williams, PE 125763

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Brazos County, Texas
Survey Area Data: Version 21, Aug 24, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 14, 2019—Dec 18, 2019

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
RaB	Rader fine sandy loam, 1 to 3 percent slopes	0.0	0.3%
RoB	Robco-Tanglewood complex, 1 to 5 percent slopes	9.8	72.2%
SmC	Silawa fine sandy loam, 2 to 5 percent slopes	3.7	27.5%
Totals for Area of Interest		**13.5**	**100.0%**

PRELIMINARY: For interim review by E. Williams, PE 125763

Brazos County, Texas

RoB—Robco-Tanglewood complex, 1 to 5 percent slopes

Map Unit Setting

National map unit symbol: 2wg9h
Elevation: 220 to 610 feet
Mean annual precipitation: 35 to 45 inches
Mean annual air temperature: 67 to 69 degrees F
Frost-free period: 252 to 275 days
Farmland classification: Not prime farmland

Map Unit Composition

Robco and similar soils: 46 percent
Tanglewood and similar soils: 25 percent
Minor components: 29 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Robco

Setting

Landform: Ridges
Landform position (two-dimensional): Footslope, toeslope
Landform position (three-dimensional): Base slope
Down-slope shape: Linear
Across-slope shape: Concave
Parent material: Sandy, clayey, and loamy residuum weathered from sandstone, claystone, and shale of eocene age

Typical profile

A - 0 to 11 inches: loamy fine sand
E - 11 to 26 inches: loamy fine sand
Btg1 - 26 to 31 inches: sandy clay loam
Btg2 - 31 to 39 inches: sandy clay loam
Bt/C - 39 to 80 inches: sandy clay loam

Properties and qualities

Slope: 1 to 5 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: About 18 to 42 inches
Frequency of flooding: None
Frequency of ponding: None
Gypsum, maximum content: 1 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Moderate (about 8.3 inches)

PRELIMINARY: For interim review by E. Williams, PE 125763

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3e
Hydrologic Soil Group: A
Ecological site: R087AY006TX - Sandy
Hydric soil rating: No

Description of Tanglewood

Setting

Landform: Ridges
Landform position (two-dimensional): Footslope, toeslope
Landform position (three-dimensional): Base slope
Down-slope shape: Linear
Across-slope shape: Concave
Parent material: Sandy, clayey, and loamy residuum weathered from sandstone, claystone, and shale of eocene age

Typical profile

A - 0 to 5 inches: loamy fine sand
E - 5 to 23 inches: loamy fine sand
Btg1 - 23 to 33 inches: sandy clay loam
Btg2 - 33 to 68 inches: clay
Btg3 - 68 to 80 inches: sandy clay loam

Properties and qualities

Slope: 1 to 5 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Runoff class: Medium
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 20 to 46 inches
Frequency of flooding: None
Frequency of ponding: None
Gypsum, maximum content: 1 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Moderate (about 8.0 inches)

Interpretive groups

Land capability classification (irrigated): 3s
Land capability classification (nonirrigated): 3e
Hydrologic Soil Group: C/D
Ecological site: R087AY006TX - Sandy
Hydric soil rating: No

Minor Components

Tabor

Percent of map unit: 5 percent
Landform: Ridges

PRELIMINARY: For interim review by E. Williams, PE 125763

Landform position (two-dimensional): Footslope, toeslope
Landform position (three-dimensional): Base slope
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R087AY005TX - Sandy Loam
Hydric soil rating: No

Rader

Percent of map unit: 5 percent
Landform: Stream terraces
Landform position (three-dimensional): Tread
Down-slope shape: Convex
Across-slope shape: Convex
Ecological site: R087AY005TX - Sandy Loam
Hydric soil rating: No

Straber

Percent of map unit: 5 percent
Landform: Ridges
Landform position (two-dimensional): Summit, footslope
Landform position (three-dimensional): Interfluve
Down-slope shape: Linear
Across-slope shape: Convex
Ecological site: R087AY006TX - Sandy
Hydric soil rating: No

Edge

Percent of map unit: 5 percent
Landform: Ridges, ridges
Landform position (two-dimensional): Summit, shoulder, backslope
Landform position (three-dimensional): Interfluve, side slope
Down-slope shape: Linear
Across-slope shape: Convex
Ecological site: R087AY003TX - Claypan Savannah
Hydric soil rating: No

Silstid

Percent of map unit: 5 percent
Landform: Ridges
Landform position (two-dimensional): Shoulder
Landform position (three-dimensional): Interfluve
Down-slope shape: Linear
Across-slope shape: Convex
Ecological site: R087AY006TX - Sandy
Hydric soil rating: No

Gasil

Percent of map unit: 2 percent
Landform: Ridges
Landform position (two-dimensional): Summit, shoulder
Landform position (three-dimensional): Interfluve
Down-slope shape: Linear
Across-slope shape: Convex
Ecological site: R087AY005TX - Sandy Loam

PRELIMINARY: For interim review by E. Williams, PE 125763

Hydric soil rating: No

Padina

Percent of map unit: 2 percent
Landform: Ridges
Landform position (two-dimensional): Footslope, toeslope
Landform position (three-dimensional): Base slope
Down-slope shape: Linear
Across-slope shape: Concave
Ecological site: R087AY007TX - Deep Sand
Hydric soil rating: No

Data Source Information

Soil Survey Area: Brazos County, Texas
Survey Area Data: Version 21, Aug 24, 2022

PRELIMINARY: For interim review by E. Williams, PE 125763

Brazos County, Texas

SmC—Silawa fine sandy loam, 2 to 5 percent slopes

Map Unit Setting

National map unit symbol: d5z3
Elevation: 350 to 800 feet
Mean annual precipitation: 30 to 42 inches
Mean annual air temperature: 63 to 70 degrees F
Frost-free period: 220 to 270 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Silawa and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Silawa

Setting

Landform: Stream terraces
Landform position (three-dimensional): Riser, tread
Down-slope shape: Linear
Across-slope shape: Convex
Parent material: Loamy and sandy alluvium of quaternary age derived from mixed sources

Typical profile

H1 - 0 to 9 inches: fine sandy loam
H2 - 9 to 51 inches: sandy clay loam
H3 - 51 to 70 inches: fine sandy loam

Properties and qualities

Slope: 2 to 5 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water supply, 0 to 60 inches: Moderate (about 8.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3e
Hydrologic Soil Group: B

PRELIMINARY: For interim review by E. Williams, PE 125763

Ecological site: R087AY005TX - Sandy Loam
Hydric soil rating: No

Minor Components

Unnamed
Percent of map unit: 15 percent
Hydric soil rating: No

Data Source Information

Soil Survey Area: Brazos County, Texas
Survey Area Data: Version 21, Aug 24, 2022

PRELIMINARY: For interim review by E. Williams, PE 125763

TWDB Map

Texas Water Development Board

March 23, 2023

TWDB Groundwater

0 0.0375 0.075 0.15 mi

0 0.05 0.1 0.2 km

1:4,514

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

The data in Water Data Interactive represents the best available information provided by the TWDB and third-party providers (where applicable).
The TWDB provides information via this web site as a public service. Neither the State of Texas nor the TWDB assumes any legal liability or responsibility or makes any guarantees or warranties as to the accuracy, completeness or suitability of the information for any particular purpose.
The TWDB systematically revises or removes data discovered to be incorrect. If you find inaccurate information or have questions, please contact WDI-Support@twdb.texas.gov.

PRELIMINARY, for interim review by E. Williams, PE 125763

TEXAS WATER DEVELOPMENT BOARD

Texas Water Development Board (TWDB)
Groundwater Database (GWDB)
Well Information Report for State Well Number 59-21-730

GWDB Reports and Downloads

Well Basic Details

Scanned Documents

State Well Number	5921730
County	Brazos
River Basin	Brazos
Groundwater Management Area	12
Regional Water Planning Area	G - Brazos G
Groundwater Conservation District	Brazos Valley GCD
Latitude (decimal degrees)	30.663056
Latitude (degrees minutes seconds)	30° 39' 47" N
Longitude (decimal degrees)	-96.473333
Longitude (degrees minutes seconds)	096° 28' 24" W
Coordinate Source	+/- 1 Second
Aquifer Code	124SPRT - Sparta Sand
Aquifer	Sparta
Aquifer Pick Method	
Land Surface Elevation (feet above sea level)	290
Land Surface Elevation Method	Interpolated From Topo Map
Well Depth (feet below land surface)	375
Well Depth Source	Unknown
Drilling Start Date	
Drilling End Date	0/0/1969
Drilling Method	
Borehole Completion	

Well Type	Withdrawal of Water
Well Use	Domestic
Water Level Observation	Miscellaneous Measurements
Water Quality Available	No
Pump	Submersible
Pump Depth (feet below land surface)	
Power Type	Electric Motor
Annular Seal Method	
Surface Completion	
Owner	W. T. McDonald
Driller	
Other Data Available	
Well Report Tracking Number	
Plugging Report Tracking Number	
U.S. Geological Survey Site Number	
Texas Commission on Environmental Quality Source Id	
Groundwater Conservation District Well Number	
Owner Well Number	
Other Well Number	
Previous State Well Number	
Reporting Agency	
Created Date	7/26/1996
Last Update Date	7/26/1996

Remarks	

Casing - No Data

Well Tests - No Data

Lithology - No Data

Annular Seal Range - No Data

Borehole - No Data

Plugged Back - No Data

Filter Pack - No Data

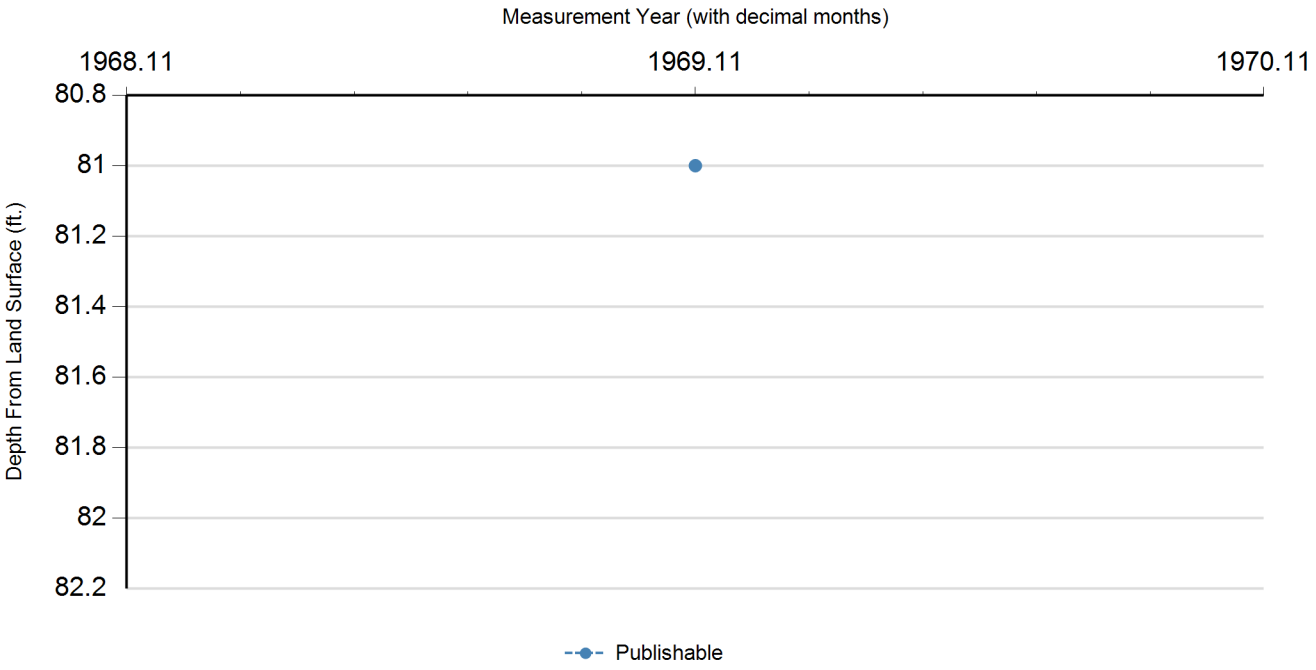
Packers - No Data

Texas Water Development Board

Texas Water Development Board (TWDB)
Groundwater Database (GWDB)
Well Information Report for State Well Number 59-21-730

groundwater division

Water Level Measurements



Status Code	Date	Time	Water Level (ft. below land surface)	Change value in ( ) indicates rise in level	Water Elevation (ft. above sea level)	Meas #	Measuring Agency	Method	Remark ID	Comments
P	2/10/1969		81		209	1	Texas Water Development Board	Steel Tape		

Code Descriptions

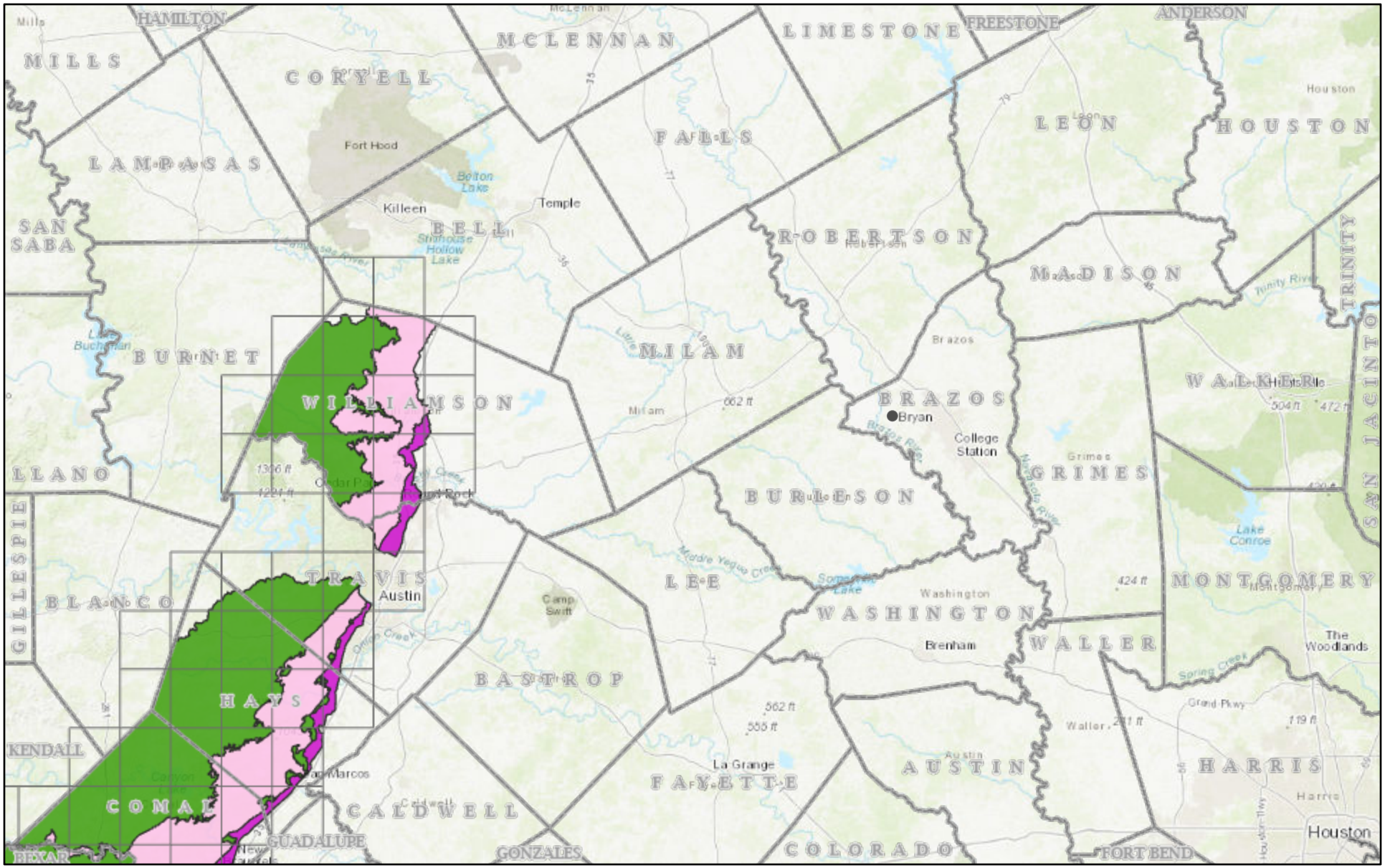
Status Code	Status Description
P	Publishable

PRELIMINARY: Jennifer Williams, PE 125763

Water Quality Analysis - No Data Available

GWDB DISCLAIMER: Except where noted, all of the information provided in the Texas Water Development Board (TWDB) Groundwater Database (https://www.twdb.texas.gov/groundwater/data/gwdbrpt.asp) is believed to be accurate and reliable; however, the TWDB assumes no responsibility for any errors appearing in rules or otherwise. Further, TWDB assumes no responsibility for the use of the information provided. PLEASE NOTE that users of these data are responsible for checking the accuracy, completeness, currency and/or suitability of all information themselves. TWDB makes no guarantees or warranties as to the accuracy, completeness, currency, or suitability of the information provided via the Groundwater Database (GWDB). TWDB specifically disclaims any and all liability for any claims or damages that may result from providing GWDB data or the information it contains. For additional information or answers to questions concerning the TWDB GWDB, contact the Groundwater Data Team at GroundwaterData@twdb.texas.gov.

Edwards Aquifer Viewer Custom Print



3/23/2023, 10:18:26 AM

Edwards Aquifer

- Recharge Zone
- Transition Zone
- Contributing Zone
- Contributing Zone within the Transition Zone
- TX Counties

1:1,486,610

0 10 20 40 mi

0 15 30 60 km

Esri, HERE, Garmin, FAO, USGS, NGA, EPA, NPS, TCEQ

PRELIMINARY: For interim review by E. Williams, PE 125763

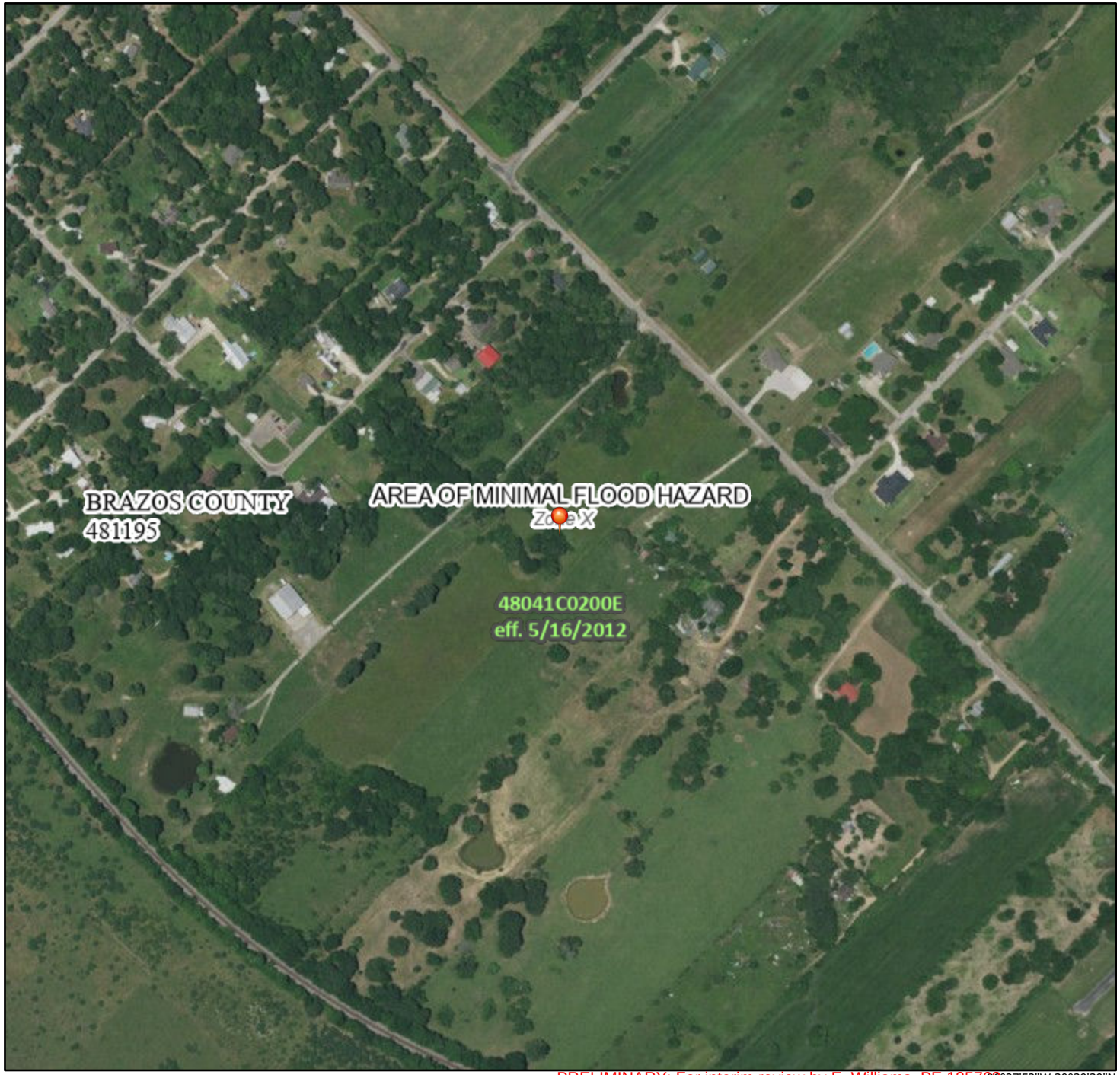
Web AppBuilder for ArcGIS

Esri, HERE, Garmin, FAO, USGS, NGA, EPA, NPS | TCEQ |

National Flood Hazard Layer FIRMette

FEMA

96°28'31"W 30°40'10"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

96°27'53"W 30°39'39"N

Basemap Imagery Source: USGS National Map 2023

PRELIMINARY: For interim review by E. Williams, PE 125760

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/4/2023 at 3:10 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

FIELD FLOW

Job Description:	*Smetana RV Resort*
Contact:	*A&S Engineers*
Prepared by:	*E. Williams, PE*
Date:	*4-Aug-23*

Please fill in the shaded areas and drop down menus:
This spreadsheet is a **guide** for **small** systems with **residential** waste & is not a co

Worksheet 1- Field Flow

Total field

Total Quantity of effluent to be disposed per day	5,000	gallons / day
Hydraulic loading rate	0.2	gallons / sq.ft. / da
Minimum Dispersal Field Area	25,000	square ft.
Total Dispersal Field Area	25,000	square ft.

Flow per zone

Number of Zones	**5**	zone(s)
Dispersal area per zone	5,000	square ft.
Choose line spacing between WASTEFLOW lines	2	ft.
Choose emitter spacing between WASTEFLOW emit	2	ft.
Total linear ft.per zone (minimum required)	2,632	ft. per zone
Total number of emitters per zone	1,316	emitters per zone
Select Wasteflow dripline (16mm)	Wasteflow PC - 1/2gph	dripline
	Wasteflow Classic	
	Wasteflow PC - 1/2gph	
	Wasteflow PC - 1 gph	
Pressure at the beginning of the dripfield	35	psi
Feet of Head at the beginning of the dripfield	80.85	ft.
What is the flow rate per emitter in gph?	0.53	gph
Dose flow per zone	**11.62**	**gpm**

Note: A few States or Counties require additional flow for flushing. Please check your local regulati
Flush velocity calculation below is for PC dripline. Classic dripline requires less flow to flush than F
Please refer to Geoflow's spreadsheet "Design Flow and Flush Curves" at www.geoflow.com or call

If required, choose flush velocity	1	ft/sec
How many lines of WASTEFLOW per zone?	14	lines
Fill in the *actual* length of longest dripline lateral	188	ft.
Flush flow required at the end of each dripline	0.74	gpm
Total Flow required to achieve flushing velocity	10.36	gpm
Total Flow per zone- worst case scenario	**21.99**	**gpm**

Select Filters and zone valves

Select Filter Type	Vortex Screen Filter	
Recommended Filter (item no.)	AP4E-1.5F	Screen Filter 0-20
Select Zone Valve Type	Hydraulic	-
Recommended Zone Valve (item no.)	HT-4605	valve 1.25x1", 25-

Note minimum pressure of 25 psi required for Hydraulic valves.Check pressure in Cell D28

Dosing

Number of doses per day / zone:	6	doses
Timer ON. Pump run time per dose/zone:	14.20	mins:secs
Timer OFF. Pump off time between doses	3:45	hrs:mins
Per Zone - Pump run time per day/zone:	1:26	hrs:mins
All Zones - Number of doses per day / all zones	30	doses / day

PRELIMINARY: For interim review by E. Williams, PE 125763

PUMP SIZING

Job Description:	*Smetana RV Resort*
Contact:	*A&S Engineers*
Prepared by:	*E. Williams, PE*
Date:	*8/4/2023*

Please fill in the shaded areas and drop down menus:

This spreadsheet is a guide for small systems with residential waste & is not a comple

Pressure losses may be grossly overstated, particularly if designing with WASTEFLO

The letters on the diagram(right) match the letters in section 2 below.

Worksheet - Pump Sizing

Section 1 - Summary from Worksheet 1		
Flow required to dose field	11.62	gpm
Flow required to flush field	10.36	gpm
Flow required to dose & flush field	21.99	gpm
Filter	AP4E-1.5F	
No. of Zones	5	zones
Zone valve	HT-4605	
Dripline	Wasteflow PC - 1/2gph	
Dripline longest lateral	188.00	ft.

Section 2	Ft of head	Pressure
A. Flush line - Losses through return line		
Select Pipe from dropdown menu	PVC schedule 40	
Select Flush Line Diameter	1-1/4" inch	
Length of return line	175 ft.	
Equivalent length of fittings	5 ft.	
Elevation change. (if downhill enter 0)	**8** ft.	
Pressure loss in 100 ft of pipe	1.77 ft.	0.77 psi
Total pressure loss from end of dripline to return tank	*11.2 ft.*	4.84 psi
B. Dripline - Losses through Wasteflow dripline		
Length of longest dripline lateral	**188** ft.	
Minimum dosing pressure required at end of dripline	23.10 ft.	10.00 psi
Loss through dripline during flushing	2.59 ft.	1.12 psi
Total minimum required dripline pressure	*25.69 ft.*	11.12 *psi*
A+B. Minimum Pressure required at beginning of dripfield		
CALCULATED pressure required at beginning of drip	*36.87 ft.*	15.96 *psi*
SPECIFIED pressure at beginning of dripfield (from v	**80.9 ft.**	35.00 *psi*
Great! SPECIFIED Pressure is greater than CALCULATED Pressure requirement. Go to next step		
C. Drip components - Losses through headworks		
Filter	28.4 ft.	12.30 psi
Zone valve pressure loss (not in diagram)	10.40 ft.	4.50 psi
Flow meter pressure loss (not in diagram)	ft.	- psi
Other pressure losses	ft.	- psi
Total loss through drip components	**38.81 ft.**	16.80 psi
D. Supply line - Minimum Pressure head required to get from pump tank to top of dripfield		
Select Pipe from dropdown menu	PVC schedule 40	
Select Supply line diameter	1-1/2" inch	
Length of supply line	175 ft.	
Equivalent length of fittings	5 ft.	
Height from pump to tank outlet	5 ft.	
Elevation change. (if downhill enter 0)	-8 ft.	
Pressure loss/gain in 100 ft. of pipe	3.37 ft.	1.46 psi
Total gain or loss from pump to field	***3.1 ft.***	1.33 psi
Total dynamic head	**122.7 ft.**	53.13 *psi*
Pump capacity * - Field Flush Flow	**22.0 gpm**	53.13 *psi*
- Field Dose Flow	**11.6 gpm**	
- Filter Flush Flow	**- gpm**	- *psi*
Pump Model Number		
Voltz / Hp / phase		

* Note: Pump capacity flow assumes flow in dripline does not change during a dose cycle. With Wasteflow Cla
For more accurate flows please see Geoflow's **Flushing worksheet**.

If you need assistance designing for this additional flow, please

a. See Geoflow flushing worksheet or

b. Contact Geoflow at 800-828-3388

PRELIMINARY: For interim review by E. Williams, PE 125763

PROCESS DIAGRAM NOTES

1. THE DRAWINGS DEPICTED HEREIN REPRESENT PRELIMINARY LAYOUT(S) OF A WASTEWATER TREATMENT SYSTEM CAPABLE OF TREATING THE DESIGN INFLUENT FLOW AND LOAD TO THE EFFLUENT WATER QUALITY DENOTED IN THE EFFLUENT WASTELOAD SUMMARY.
2. THE PROCESS SCHEMATIC SHOWS THE GENERAL FLOW LAYOUT. SPECIFIC REACTOR COMPONENTS, SIZES, AND CONFIGURATIONS MAY DIFFER.
3. PRELIMINARY BASIN SIZING IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. FINAL DESIGN VALUES SHALL BE ESTABLISHED BY THE ENGINEER OF RECORD.
4. SEE THE PROJECT SPECIFIC QUOTE FOR MORE INFORMATION REGARDING SCOPE OF SUPPLY AND CORRESPONDING TERMS AND CONDITIONS.
5. ENTIRE SYSTEM TO BE PROVIDED WITH CONTROL PANEL(S) FOR ALL EQUIPMENT.

- DIAPHRAGM VALVE
- GLOBE/NEEDLE VALVE
- BALL VALVE
- CHARACTERIZED BALL VALVE
- BALL CHECK VALVE
- PLUG VALVE
- BUTTERFLY VALVE
- GATE VALVE
- 3-WAY VALVE
- CHECK VALVE
- B — BLOWER
- P — MECHANICAL PUMP
- AL — AIR LIFT PUMP
- M — MIXER
- M — FLOW METER
- C — CHEMICAL DOSING PUMP
- F — FILTER
- UV — ULTRAVIOLET DISINFECTION UNIT
- BAR SCREEN
- MECHANICAL BAR SCREEN
- CL — TABLET FEEDER
- DISC FILTER

WASTELOAD SUMMARY:

INFLUENT WASTELOAD AS PROVIDED BY ENGINEER OF RECORD
1,000 mg/L (42 LB/D) BOD_5
1,000 mg/L (42 LB/D) TSS (ASSUMED)
7.0-8.0 pH (ASSUMED)
68 F (20 C) WATER TEMPERATURE (ASSUMED)

EFFLUENT TARGETS
30 mg/L BOD_5 30-D AVERAGE
30 mg/L TSS 30-D AVERAGE (ASSUMED)

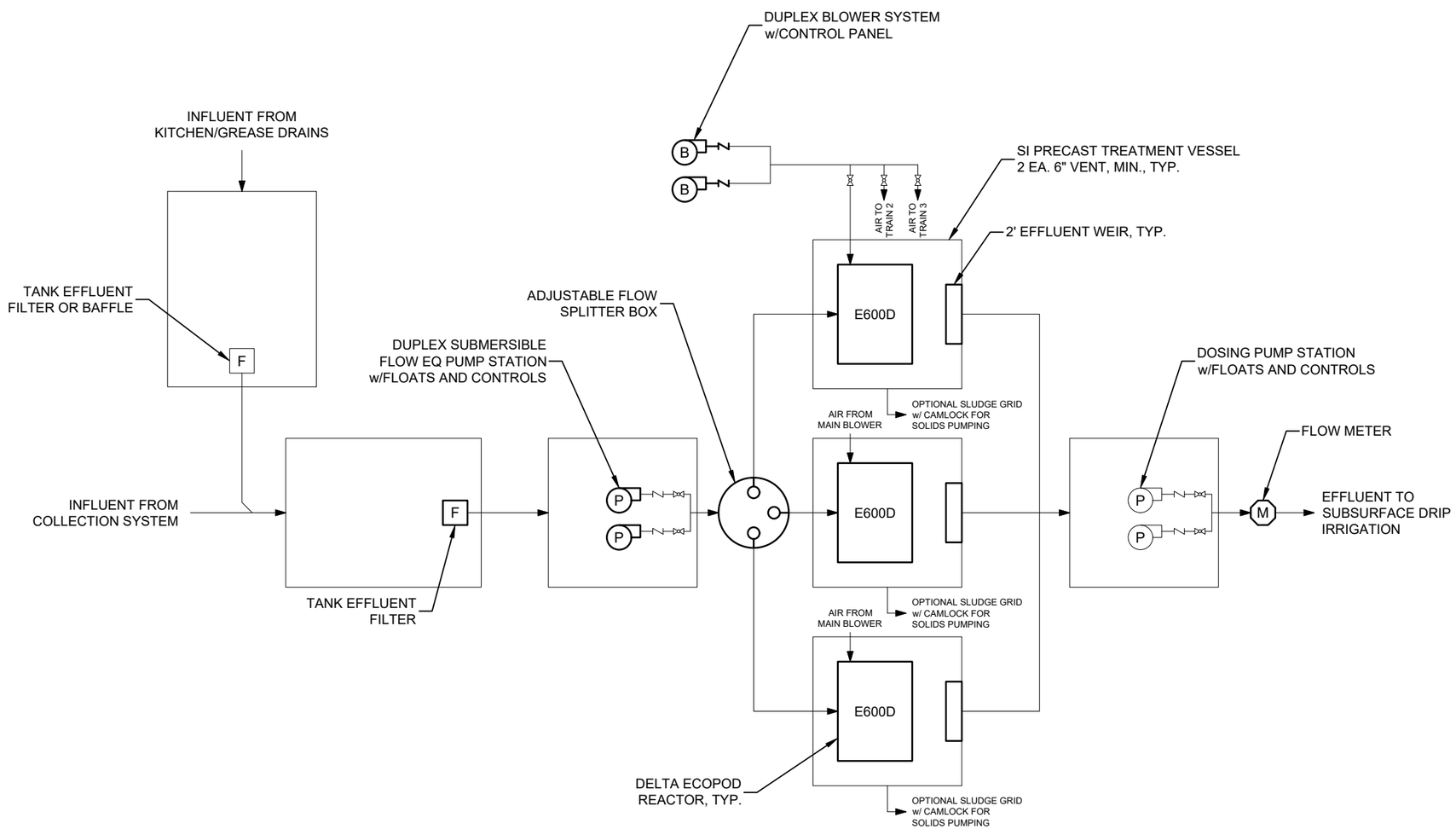
ORGANIC LOADING
0.0011 LB $BOD_5/D/FT^2$ (5.3 g $BOD/D/M^2$) TO BOD REACTOR
0.043 LB $BOD_5/D/FT^3$ (210 g $BOD_5/D/M^3$) TO BOD REACTOR

AERATION SYSTEM DESIGN
AOR: 50 LB O_2/D
SOTR: 79 LB O_2/D
ECOPOD AIR DEMAND: 193 SCFM
SITE ELEVATION: 350 FT AMSL (ASSUMED)
MAXIMUM AIR TEMPERATURE: 115 F (ASSUMED)
MINIMUM PROCESS AIR INLET FLOW: 212 ICFM
BLOWER AIRFLOW: 1 DUTY/1 STANDBY, 212 ICFM @ 2.7 PSIG
SELECTED BLOWER: GARDNER DENVER MODEL 3L @ 2,400 RPM
SELECTED MOTOR: 5 HP

TANK SIZES						
TANK	QTY	WIDTH (FT)	LENGTH (FT)	SWD (FT)	VOLUME (GAL)	TANK ID
GREASE TRAP (BY OTHERS)	TBD	TBD	TBD	TBD	TBD	TBD
PRIMARY	1	6	14.83	6.04	4,000	SI PRECAST 4,500 GALLON
FLOW EQ	1	6	14.83	1.5 MIN. 6.04 MAX.	4,000 TOTAL 3,000 OPERATIONAL	SI PRECAST 4,500 GALLON
ECOPOD	3	6	14.83	7.92	15,800 TOTAL 5,300 EA.	SI PRECAST 6,000 GALLON W/95" LL
DOSING (BY OTHERS)	1	6	14.83	2.5 MIN. 8 MAX.	5,300 TOTAL 3,700 OPERATIONAL	SI PRECAST 6,000 GALLON
ALL DIMENSIONS ARE INSIDE OF TANK UNLESS NOTED OTHERWISE.						

MOTOR LOADS					
DEVICE	QTY	CONCURRENTLY OPERATING	POWER (HP)	VOLTAGE (V)	FULL LOAD CURRENT (A)
FLOW EQ PUMP	2	1	0.4	230V - 1PH	5.75
MAIN AIR BLOWER	2	1	5	230V - 1PH	23
DOSING (BY OTHERS)	TBD	TBD	TBD	TBD	TBD
FLOW METER	1	1	TBD	TBD	TBD

FLOW SUMMARY			
FLOW PARAMETER	GPD	GPM	M^3/D
AVERAGE DAILY FLOW (ADF)	5,000	3.5	19



PRELIMINARY

REV.	DATE	INITIALS	DESCRIPTION
A	03/31/23	KAJ	REVISED PER QA/QC COMMENTS

Delta Treatment Systems, LLC

COPYRIGHT (C) 2023 DELTA TREATMENT SYSTEMS, LLC (DTS). INFORMATION CONTAINED HEREIN IS CONFIDENTIAL AND IS THE PROPERTY OF DTS. NO PART OF THIS DRAWING SHALL BE REPRODUCED, DISTRIBUTED, DISCLOSED, OR USED BY ANY PERSON OR ORGANIZATION, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN PERMISSION OF DTS. THE INFORMATION IS BASED ON SPECIFIC INPUT PARAMETERS AND IS FOR BIDDERY OR PRELIMINARY USE ONLY. USE AND INTERPRETATION OF THIS INFORMATION AND DETERMINING THE APPLICABILITY TO A SPECIFIC PROJECT IS AT THE SOLE DISCRETION OF THE USER AND/OR THE ENGINEER OF RECORD.

PRELIMINARIES FOR TAKEOFF, REVIEW, BY, E, PURPOSES, ONLY

SMETANA RV PARK WWTF
3007 SMETANA ROAD, BRYAN, TX 77807

PROCESS DIAGRAM

HORIZ. SCALE	PROJECT NO.
N/A	23-0139
VERT. SCALE	DATE
N/A	03/31/2023
DRAWN BY	DESIGNED BY
KAJ	KAJ
DRAWING NO.	SHEET NO.
P1.0	01 of 01

C:\Users\kurtbrocker\Advanced Drainage Systems\ADP - Quotes\2023\Quotes\23-0139 TX-Bryan-Smetana RV Park\04-Drawings\23-0139_DRAWING_Rev A_20230331.dwg

This is a preliminary design based on information provided to Delta Treatment Systems, LLC and is for budgetary or preliminary use only. Changing the input parameters may change the results. Use and interpretation of this information and determining the applicability to a specific project is at the sole discretion of the user and/or the Engineer of Record.

ECOPOD Process Design Calculations

Project **Q23-0139 Smetana RV Park WWTF**
3007 Smetana Rd, Bryan, TX 77807

Design Influent Loadings

Average Daily Flow =	**5,000**	gpd	18.9	m^3/d	
	3.5	gpm	0.0131	m^3/min	
Influent BOD5 =	**1000**	mg/l =	41.70	lb/d	18.91 kg/d
Influent TKN =	**0**	mg/l =	0.00	lb/d	0.00 kg/d
Influent Values Represent Post-Settling? =	**No**				

Media Quantity

Estimated Quantity of Media Blocks Required =	34	Blocks (rounded up to nearest whole number)
Reactor Block Quantity Multiplication Factor =	**1.0**	Based on effluent targets
Selected Base Quantity of Media Blocks =	34	Blocks (rounded to nearest whole number)

Water Temperature Adjustments

MIN. Wastewater Temperature ($t_{WW,min}$) =	**20**	°C	68 °F	527.7 °R
BOD Temp. Adjustment Factor =	1.00			
Estimated BOD Blocks =	34			
Selected BOD Blocks =	**36**			
Nitrification Temp. Adjustment Factor =	1.00	[ ]	<-- 'x' if req'd	
Estimated Nitrification Blocks =	0			
Selected Nitrification Blocks =	**0**			
Total Blocks Under Aeration =	**36**	OK		
Denitrification Temp. Adjustment Factor =	1.00	[ ]	<-- 'x' if req'd	
Estimated Denitrification Blocks =	0			
Selected Denitrification Blocks =	**0**	OK		
Estimated Polishing Blocks =	0			
Selected Polishing Blocks =	**0**	OK		

	BOD	**Nit**	**Denit**	**Polishing**
Adjusted ECOPOD Equivalent =	E1800D	E0D	E0D	E0D
	3x E600D			

PRELIMINARY: For interim review by E. Williams, PE 125763

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ECOPOD Process Design Calculations

Project **Q23-0139 Smetana RV Park WWTF**
3007 Smetana Rd, Bryan, TX 77807

Reactor Organic Loading

BOD Reactor =	0.0011	lb BOD/d/ft^2	5.3	g BOD/d/m^2
	0.043	lb BOD/d/ft^3	212	g BOD/d/m^3
Nitrification Reactor =	0.00000	lb TKN/d/ft^2	0	g TKN/d/m^2
	0.0000	lb TKN/d/ft^3	0	g TKN/d/m^3
Denitrification Reactor =	0	lb NO_3/d/ft^2	0	g NO_3/d/m^2
	0	lb NO_3/d/ft^3	0	g NO_3/d/m^3

Tank Volume

Ecopod Media Block Stack =	**2**	blocks		
Stack Designator =	D			
Minimum Sidewater Depth =	6.50	ft		
Number of Reactors =	**3**			
Selected Basin Width =	**6.0**	ft		
Selected Basin Length =	**14.8**	ft		
Selected Sidewater Depth =	**7.92**	ft		
Actual Volume per Reactor =	704	cf =	5,269	gal
Selected Total Reactor Volume =	2113	cf =	15,807	gal

Operating Conditions

Site Elevation (z) =	**350**	ft		
Ambient Air Temperature ($T_{atm,max}$) =	**46**	°C	114.8 °F	574.5 °R
Max. Wastewater Temperature ($t_{WW,max}$) =	**20**	°C	68 °F	527.7 °R
Residual Dissolved Oxygen Conc (C_L) =	**2.0**	mg/L		
Equivalent MLSS (X) =	**2,500**	mg/L		

Diffused Aeration Criteria

Diffuser (Bubble) Type =	**Coarse**		**Coarse or Fine**
Diffuser Submergence (z_{sub}) =	4.50	ft	
Pressure at Diffuser Release ($P_{z,sub}$) =	1.9	psig	=z_{sub}/2.31
Ambient Percent Oxygen by Weight (O_{atm}) =	23		
Mid-depth Correction Factor (d_e) =	**0.40**		Typical; Range 0.25-0.40.

PRELIMINARY: For interim review by E. Williams, PE 125763

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ECOPOD Process Design Calculations

Project **Q23-0139 Smetana RV Park WWTF**
3007 Smetana Rd, Bryan, TX 77807

Diffused Aeration Correction Data

Gravitational Acceleration (g) =	32.2	ft/s^2	
Mole of Air (M) =	28.97	lb/lb-mol	
Universal Gas Constant (R) =	53.3	ft·lb/lb-air·ºR	
Ambient Elev/Temp Correction Factor (P_b/P_a) =	0.99		=EXP[-z/RT]
Ambient Pressure at Elev ($P_{atm,z}$) =	14.53	psi	$=14.69*P_b/P_a$
Specific Weight of Air at $T_{atm,max}$ ($\gamma_{a,T}$) =	0.068	lb/ft^3	$=P_{atm,z}/RT$
Clean Water (CW) DO Sat Conc at 20°C ($C_{s,20}$) =	9.092	mg/L	At STP
CW DO Sat Conc at $t_{WW,max}$ ($C_{s,t}$) =	9.092	mg/L	VLOOKUP Tables
Bulk Liquid Temperature Correction Factor (τ) =	1.00		$=C_{s,t}/C_{s,20}$
CW DO Sat Conc for Diff. Aer. at STP ($C_{s',20}$) =	9.574	mg/L	$=C_{s,20}*[1+d_e(P_{z,sub}/P_{atm,0)}]$
WW Oxygen Transfer Correction Factor (α) =	0.87		
Salinity Surface Tension Correction Factor (β) =	0.95		Typical; Range 0.95-0.98
Temperature Correction Factor (θ) =	1.024		Typical
Standard Oxygen Transfer Eff. (SOTE) =	1.8%		0.400% OTE per ft submergence
Diffuser Fouling Factor (F) =	1.0		Typical; Range 0.65-0.9.
AOR/SOR =	0.63		$=[(\tau\beta\{P_b/P_a\}C_{s',20}-C_L)/C_{s',20}][\theta^{t-20}](\alpha)(F)$

Air Flow Requirements

BOD Removal Actual Oxygen Requirement =	1.2	lbs O_2 per lb Influent BOD5 oxidized	
Nitrification Actual Oxygen Requirement =	**4.6**	lbs O_2 per lb Influent TKN nitrified	
Actual Oxygen Requirement (AOR) =	50.04	lb O_2/day	
Standard Oxygen Requirement (SOR) =	79.10	lb O_2/day	
Oxygen Uptake Rate =	16	mg/L/l	Should be less than 100 mg/L/Hr
Standard Airflow Requirement =	193	scfm	$=AOR/((AOR/SOR)*SOTE*O_{atm}*\gamma_{a,T})$
Add for Polishing Reactor =	0	scfm	
Design Standard Airflow Requirement =	193	scfm	

PRELIMINARY: For interim review by E. Williams, PE 125763

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ECOPOD Process Design Calculations

Project **Q23-0139 Smetana RV Park WWTF**
3007 Smetana Rd, Bryan, TX 77807

Blower Design Requirements

Number of Duty Blowers =	**1**		
Blower Inlet Airflow Required =	212	icfm	=SCFM/(P_b/P_a)*($T_{atm,max}/T_{std}$)
Air Distribution Pipe Losses =	**0.2**	psig	Assumed losses.
Blower Inlet Losses =	0.6	psig	Assumed losses.
Blower Discharge Head Required =	2.7	psig	76.1 in. H2O 6.34 ft

Blower Selections

Selected Blower Manufacturer	**Gardner Denver**	
Estimated Blower Model =	3L	
Selected Blower Model =	**3L**	
Blower Inlet Airflow @ Full Speed (Each) =	212	icfm
Blower Inlet Airlow @ Full Speed (Total) =	212	icfm
Blower Speed =	2,400	rpm
Selected Motor Power =	5.00	hp

PRELIMINARY: For interim review by E. Williams, PE 125763

300.0066

Evidence of Satisfaction of Other Infrastructure Requirements

300.007

Required Document List

1

BRYAN TEXAS UTILITIES

BTU

THE DIFFERENCE IS YOU

October 18, 2023

Norman Reed

Ref: 3007 Smetana Rd. (RV Resort)

This letter is to confirm that Bryan Texas Utilities has overhead utilities in the vicinity to serve this property, located at 3007 Smetana Rd, in Brazos County. Power is available near this location, and can readily be brought onto the property (depending on load requirements, easements and design criteria) to serve a single phase or three phase load to the proposed property.

Sincerely,

Greg Burkhalter
Engineering Design Manager
Bryan Texas Utilities
979-821-5773
gburkhalter@btutilities.com

Please See Section 300.0064 & 300.0065
for Additional Detail

2

Through Tax Year 2022

TAX CERTIFICATE

Certificate # 96265

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

Property Information

Property ID: 16472 Geo ID: 023700-0023-0010
Legal Acres: 11.9000
Legal Desc: A023700, JOHN WILLIAMS A-237, TRACT 23.1, 11.9 ACRES
Situs: 3007 SMETANA RD ,
DBA:
Exemptions:

Owner ID: 659254 100.00%
LYMAN S REED FAMILY LIMITED PARTNERSHIP
12012 WALLIN RD
BRYAN, TX 77807-8581

For Entities

BRAZOS COUNTY
BRYAN ISD
EMG SVCS DIST #4
Z REFUND ENTITY

Value Information

Improvement HS:	0
Improvement NHS:	0
Land HS:	0
Land NHS:	0
Productivity Market:	156,426
Productivity Use:	2,083
Assessed Value	2,083

Property is receiving Ag Use

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:		**0.00**	**0.00**	**0.00**	**0.00**

Effective Date: 10/13/2023 Total Due if paid by: 10/31/2023 0.00

The certificate is issued on real estate only. It does not include minerals and/or personal property.

ASSESSOR AND COLLECTOR OF TAXES BRAZOS COUNTY TEXAS

SPECIAL CONDITIONS EXIST ON THIS ACCOUNT

Tax Certificate Issued for:	Taxes Paid in 2022
EMG SVCS DIST #4	1.15
BRAZOS COUNTY	8.95
BRYAN ISD	23.74

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Kristeen Roe

Signature of Authorized Officer of Collecting Office

Date of Issue: 10/13/2023
Requested By: LYMAN S REED FAMILY LIMIT
Fee Amount: 10.00
Reference #:

FEE RECEIPT

10/13/202312:23:57PM

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

Receipt Number	3266227

Payer Name and Address
LYMAN S REED FAMILY LIMITED PARTNERSHIP 12012 WALLIN RD BRYAN, TX 77807-8581

Fee ID	Fee Description	Fee Date	Year	Amount Due	Amount Paid
106938	Tax Certificate	10/13/2023	2023	10.00	10.00

Operator	Batch ID	Batch Description	Date Paid	Payment Type	Total Paid
sharris	47982	SH_10132023	10/13/2023	P	10.00

Tender Type	Details	Description	Amount
Cash			10.00

Receipt Issued in Accordance with Section 31.075 of the Texas Property Tax Code

3

DRAFT

OSSF Soil and Site Evaluation

Property Owner: Semetana RV Resort Date Performed: 5/17/2023

Site Address: 3007 Smetana Rd., Smetana, TX
County: Brazos

Requirements: At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area. Locations of soil borings or dug pits must be shown on the site drawing. For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed disposal field excavation depth. For surface disposal, the surface horizon must be evaluated. Describe each soil horizon and identify any restrictive features on this form. Indicate depths where features appear.

Proposed Excavation Depth: 24"

Soil Boring #1

Depth (ft.)	Texture Class	Gravel Analysis	Drainage (Mottles/Water Table)	Restrictive Horizon	Observations
1	II	N/A	No	N/A	
2	III	N/A	Yes	N/A	Mottles 12"
3	III	N/A	Yes	N/A	
4	-	-	-	-	
5	-	-	-	-	
6	-	-	-	-	

Soil Boring #2

Depth (ft.)	Texture Class	Gravel Analysis	Drainage (Mottles/Water Table)	Restrictive Horizon	Observations
1	II	N/A	No	N/A	
2	III	N/A	Yes	N/A	Mottles 12"
3	III	N/A	Yes	N/A	
4	-	-	-	-	
5	-	-	-	-	
6	-	-	-	-	

PRELIMINARY: For interim review by E. Williams, PE 125763

DRAFT

OSSF Soil and Site Evaluation

Presence of 100 year flood zone (based on FEMA data)?	No
Presence of upper water shed?	Yes, 12"
Presence of adjacent ponds, streams, water impoundments?	yes
Existing or proposed water wells within 150 of proposed installation area?	Yes
Ground Slope (approximate):	See topo survey

Additional Notes: See engineered design for more detail.

Attachments: Engineered design

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability.

8/4/2023

Eric Williams, P.E. - 125763
WillCo Engineering, PLLC
Texas Engineering Firm 18639

PRELIMINARY: For interim review by E. Williams, PE 125763

4

Please See Section 300.0063 for Additional Detail

5

Please Refer to This Development Application As Our Proposed Engineering Report

300.008

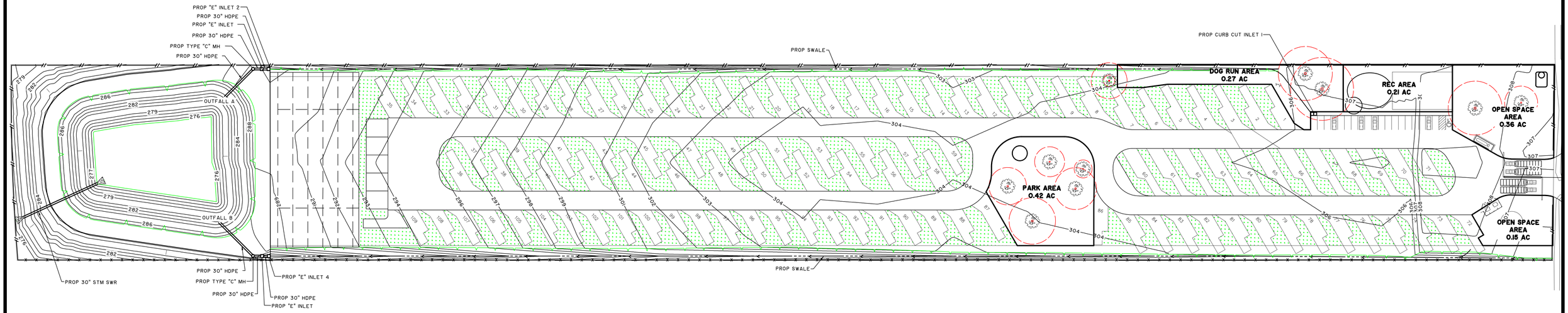
Inspection by County Engineer

To Be Provided After Construction

300.009

Approval By Commissioners' Court

To Be Included After Approval



OFFICE SPACE	4,000 SF
2 PARKING SPACE PER	1,000 SF
PARKING SPACE REQ	8 SPACES
PARKING SPACES PROVIDED	20 SPACES

TOTAL OPEN SPACE REQ	= 1.23 AC
PARK AREA	= 0.42 AC
DOG RUN	= 0.27 AC
REC AREA	= 0.21 AC
OPEN SPACE	= 0.51 AC
TOTAL OPEN SPACE PROVIDED	= 1.31 AC

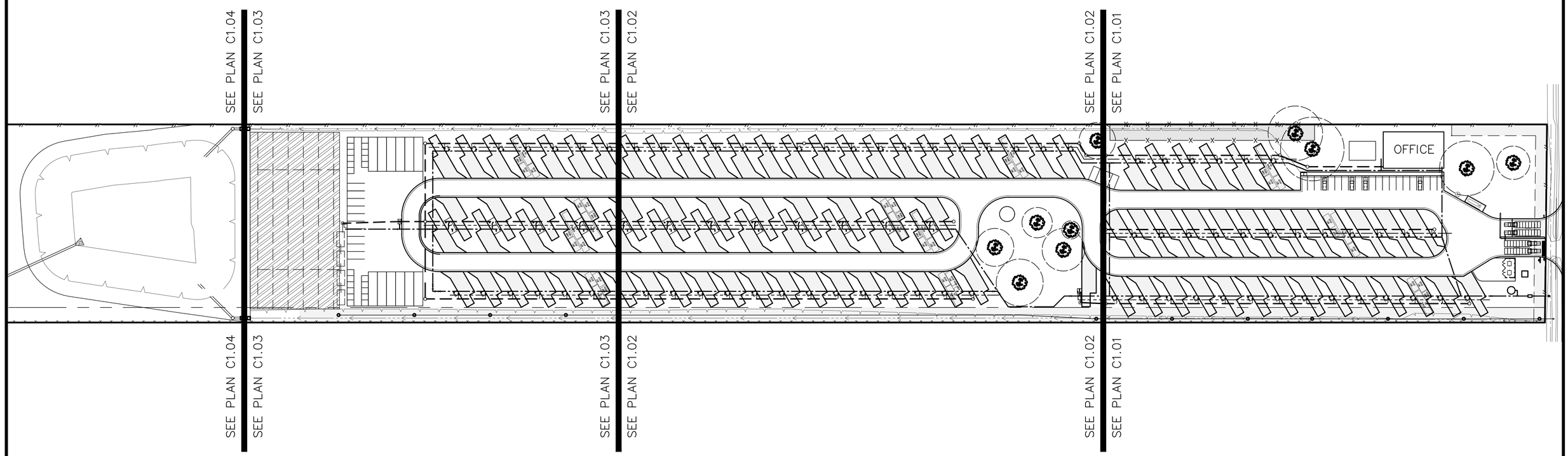
ADDITIONAL GREEN SPACE = 2.43 AC

SMETANA RV RESORT
OPEN SPACE & PARK SPACE EXHIBIT

A&S Engineers, Inc.
10377 Stella Link Road
Houston, TX 77025
713 / 942 / 2700
Texas Engineering Registration No. F-000802

SCALE: 1"=60' | DECEMBER 2023 | JOB NO.: 660501

FILE: H:\660501 - SMETANA RV RESORT\EXHIBIT\660501 - LAYOUTS.DWG December 7, 2023 - 5:18 PM tlb



SMETANA RV RESORT

3007 SMETANA RD.
BRYAN, TEXAS

ISSUED FOR

1 REVIEW 3/26/2024

DWG NAME:

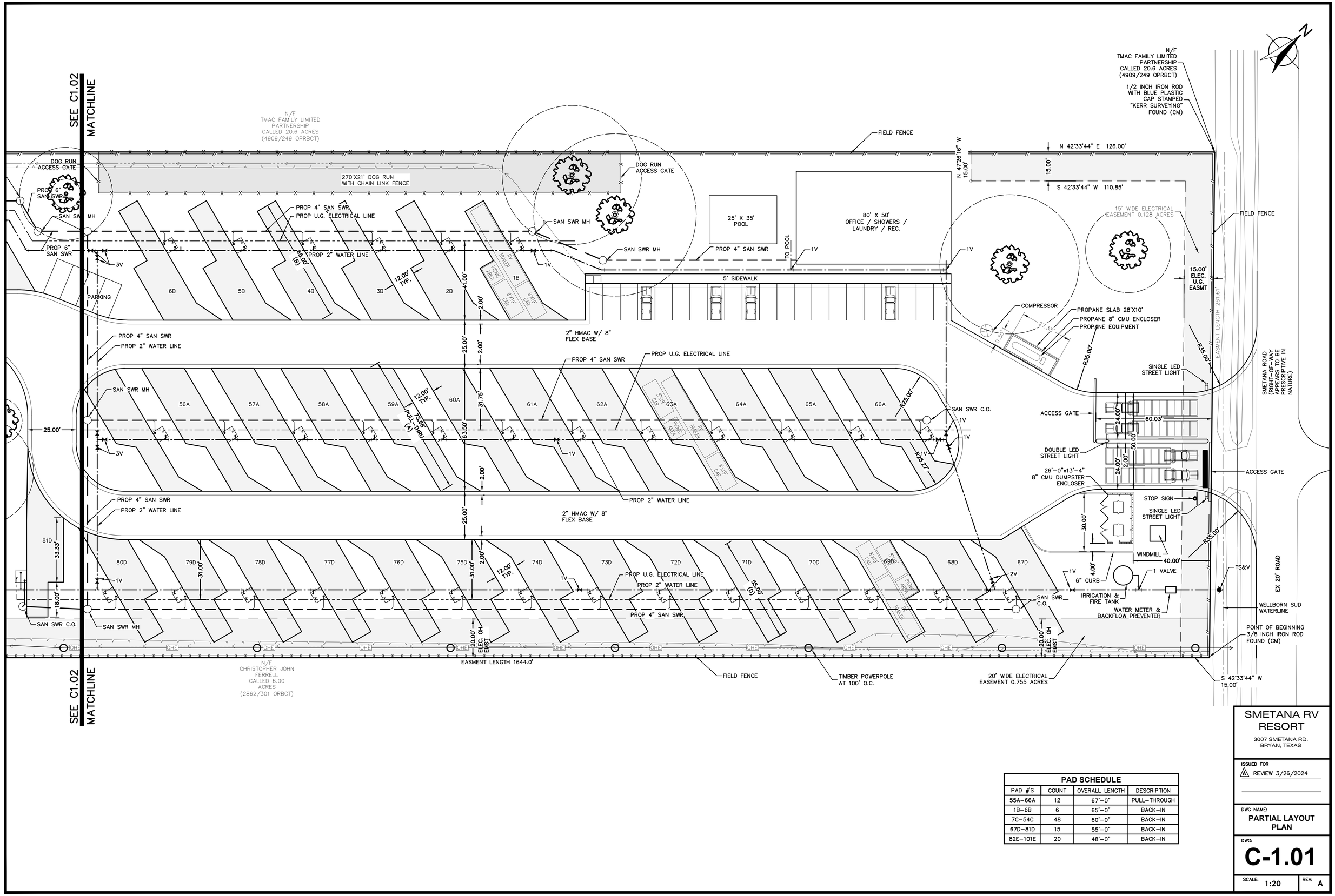
OVERALL LAYOUT PLAN

DWG:

C-1.00

SCALE: 1:60

REV: A



PAD SCHEDULE			
PAD #'S	COUNT	OVERALL LENGTH	DESCRIPTION
55A–66A	12	67'–0"	PULL–THROUGH
1B–6B	6	65'–0"	BACK–IN
7C–54C	48	60'–0"	BACK–IN
67D–81D	15	55'–0"	BACK–IN
82E–101E	20	48'–0"	BACK–IN

SMETANA RV RESORT

3007 SMETANA RD.
BRYAN, TEXAS

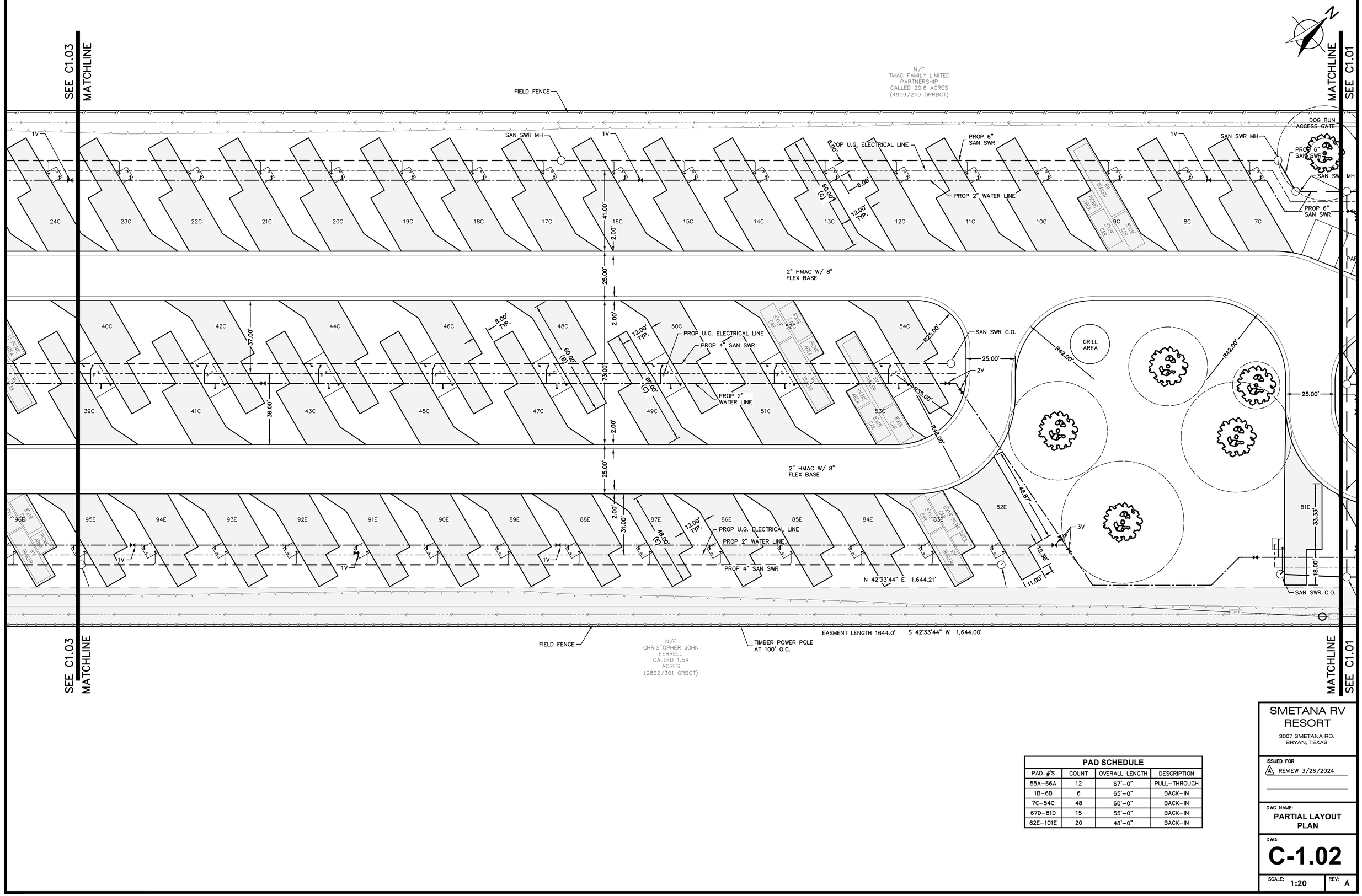
ISSUED FOR
A REVIEW 3/26/2024

DWG NAME:
PARTIAL LAYOUT PLAN

DWG:
C-1.01

SCALE: 1:20

REV: A



PAD SCHEDULE

PAD #'S	COUNT	OVERALL LENGTH	DESCRIPTION
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67D–81D	15	55'–0"	BACK–IN
82E–101E	20	48'–0"	BACK–IN

SMETANA RV RESORT

3007 SMETANA RD.
BRYAN, TEXAS

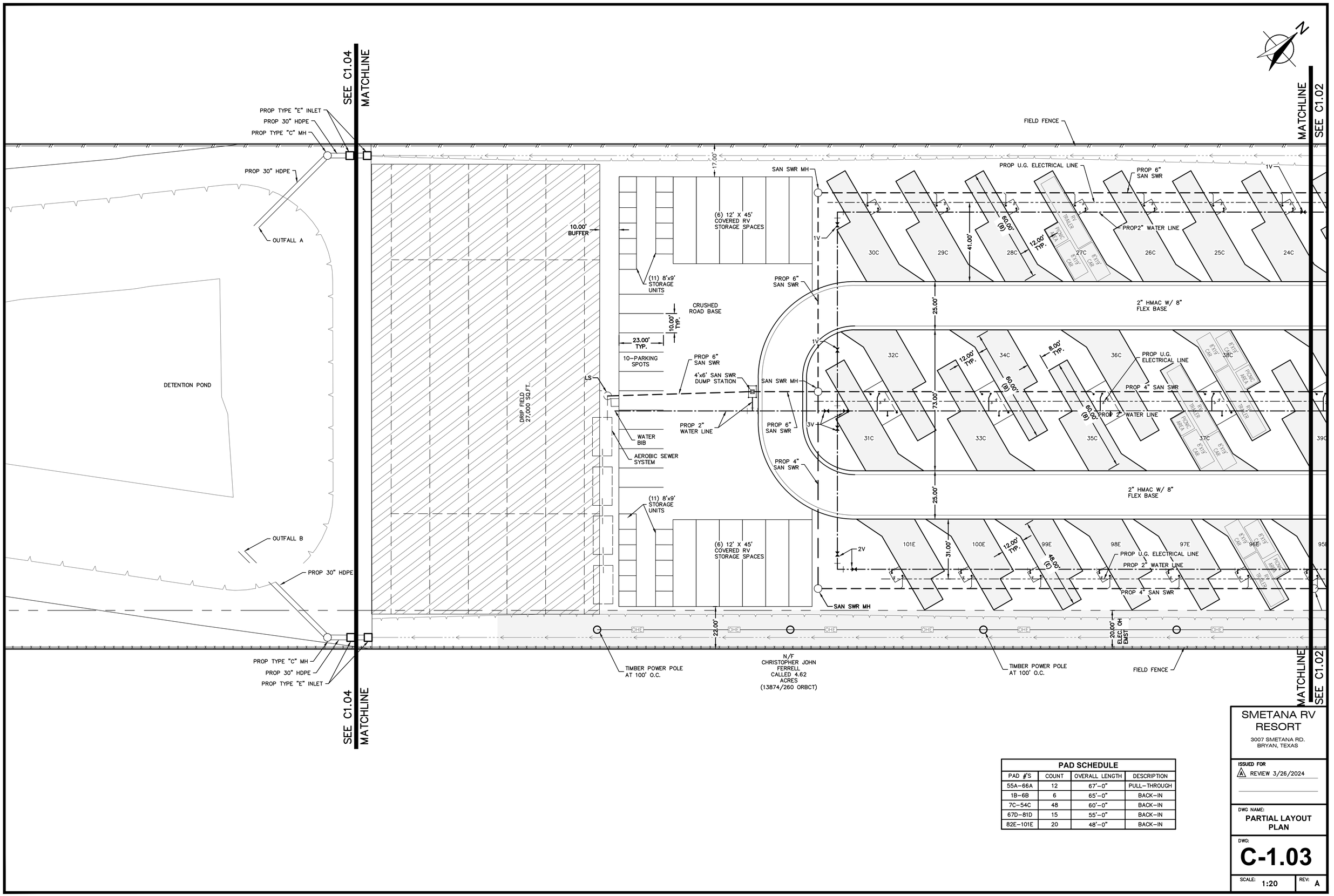
ISSUED FOR
A REVIEW 3/26/2024

DWG NAME:
PARTIAL LAYOUT PLAN

DWG:
C-1.02

SCALE: 1:20

REV: A



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67D–81D	15	55'–0"	BACK–IN
82E–101E	20	48'–0"	BACK–IN

SMETANA RV RESORT

3007 SMETANA RD.
BRYAN, TEXAS

ISSUED FOR

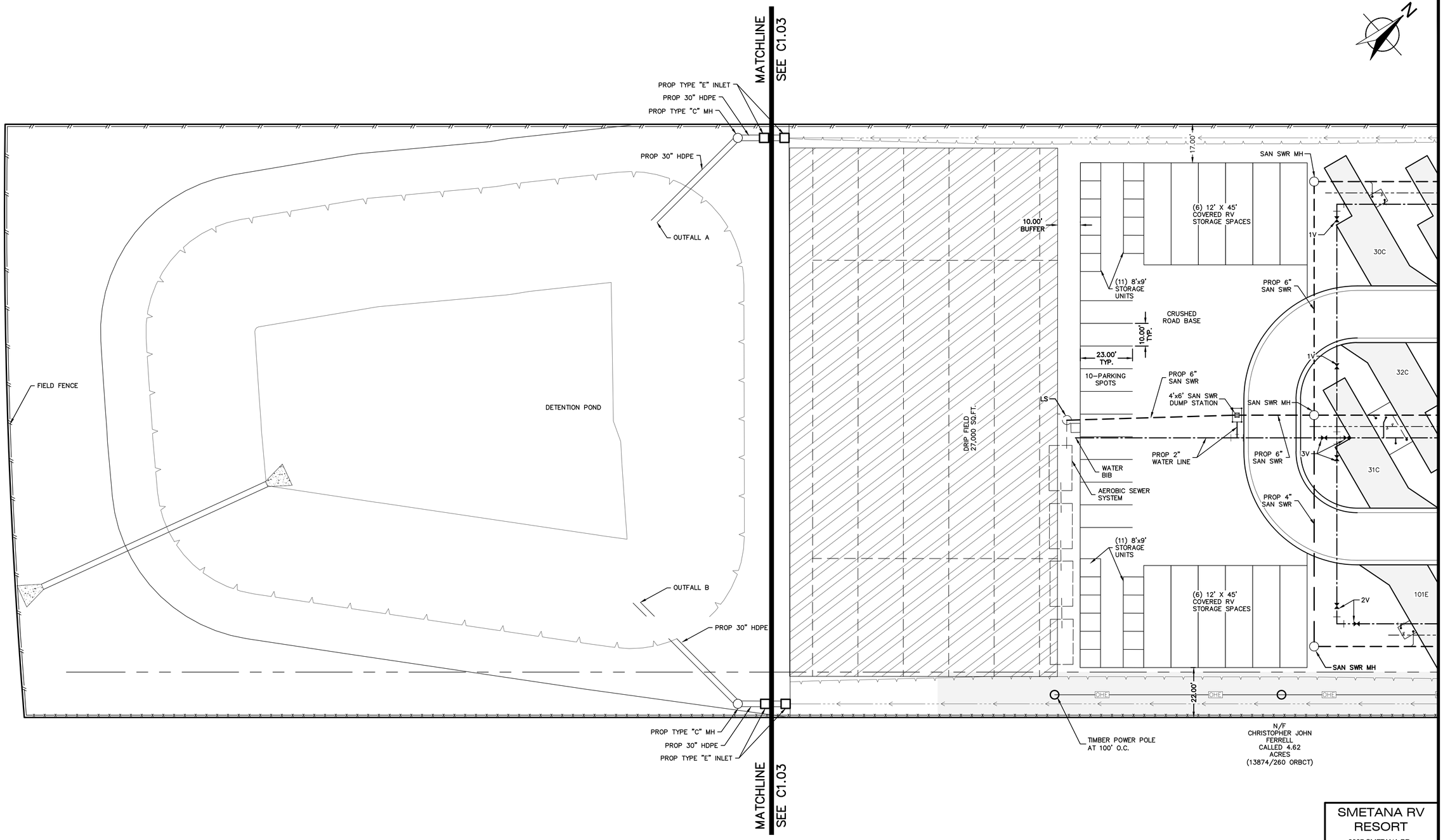
A REVIEW 3/26/2024

DWG NAME:
PARTIAL LAYOUT PLAN

DWG:
C-1.03

SCALE: 1:20

REV: A



PAD SCHEDULE

PAD #'S	COUNT	OVERALL LENGTH	DESCRIPTION
55A–66A	12	67'–0"	PULL–THROUGH
1B–6B	6	65'–0"	BACK–IN
7C–54C	48	60'–0"	BACK–IN
67D–81D	15	55'–0"	BACK–IN
82E–101E	20	48'–0"	BACK–IN

SMETANA RV RESORT

3007 SMETANA RD.
BRYAN, TEXAS

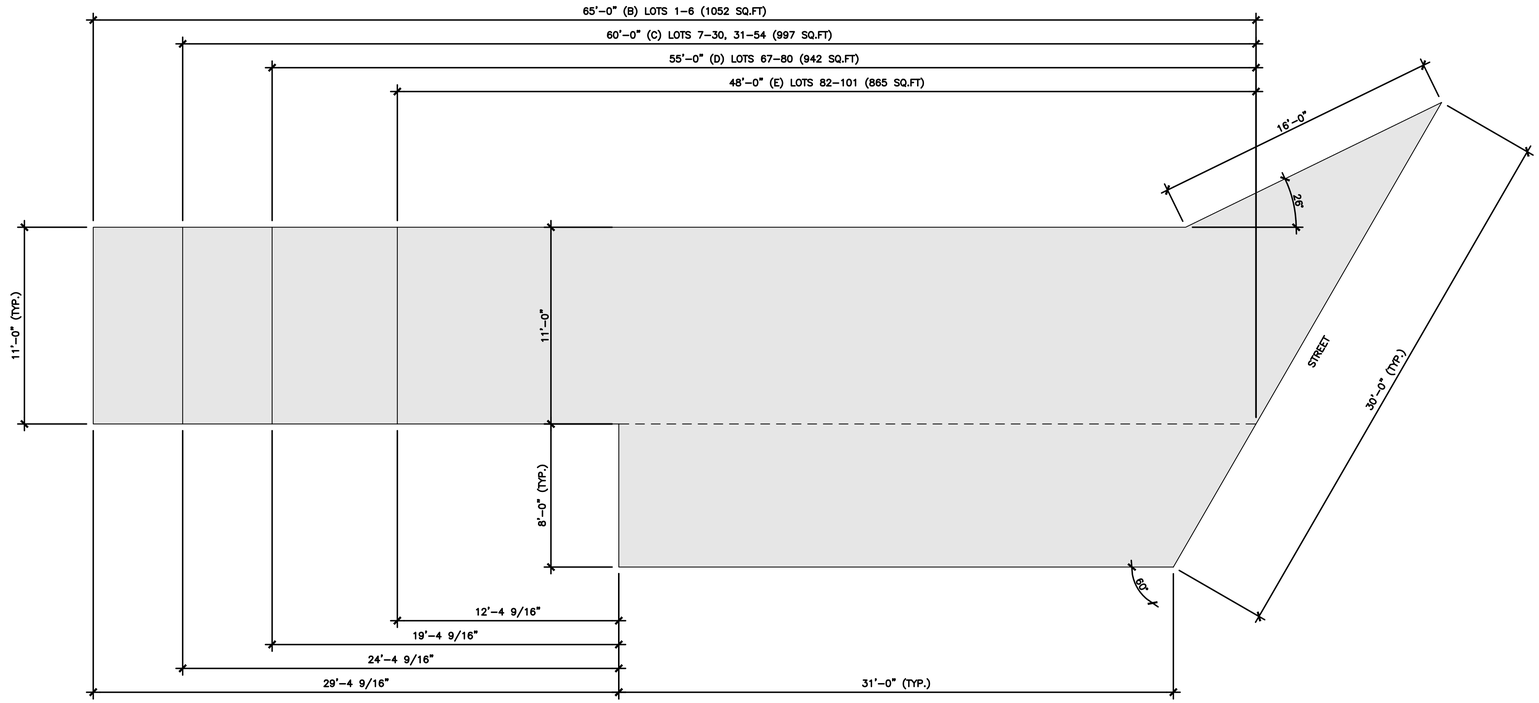
ISSUED FOR
A REVIEW 3/26/2024

DWG NAME:
PARTIAL LAYOUT PLAN

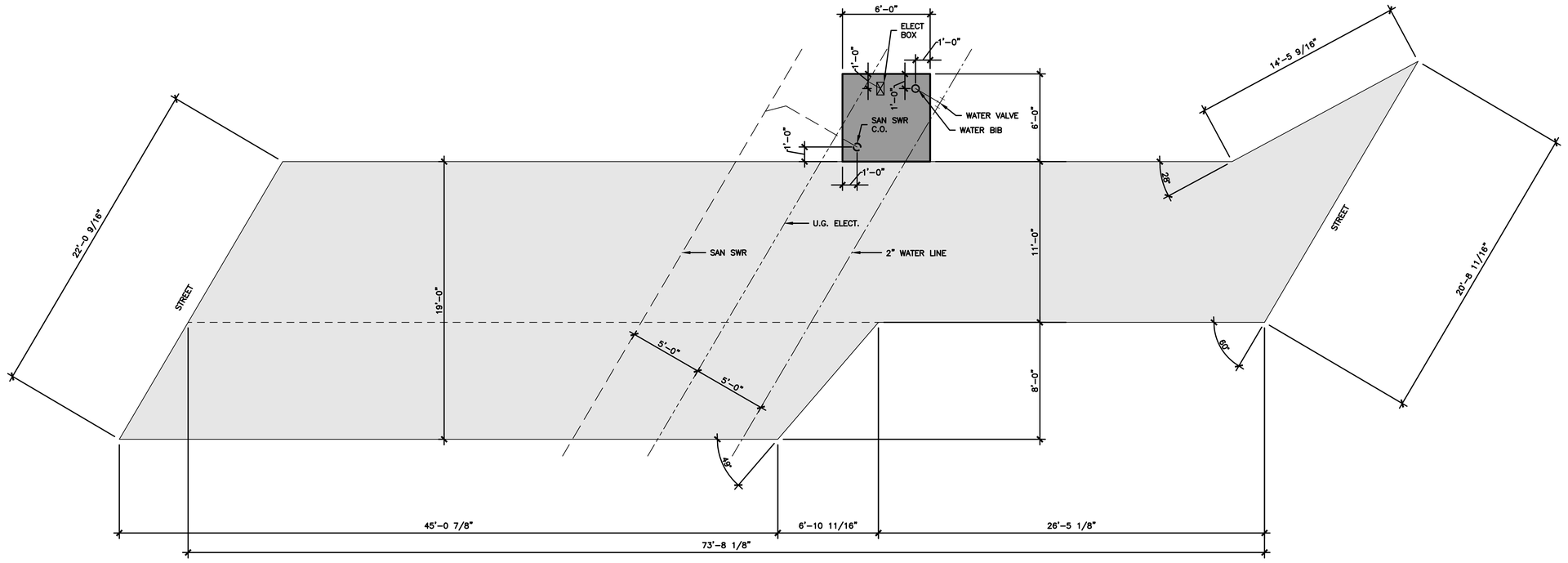
DWG:
C-1.04

SCALE: 1:20

REV: A



TYP. BACK IN LOT



TYP. PULL-THRU LOT A (1210 SQ.FT.)

SMETANA RV RESORT

3007 SMETANA RD.
BRYAN, TEXAS

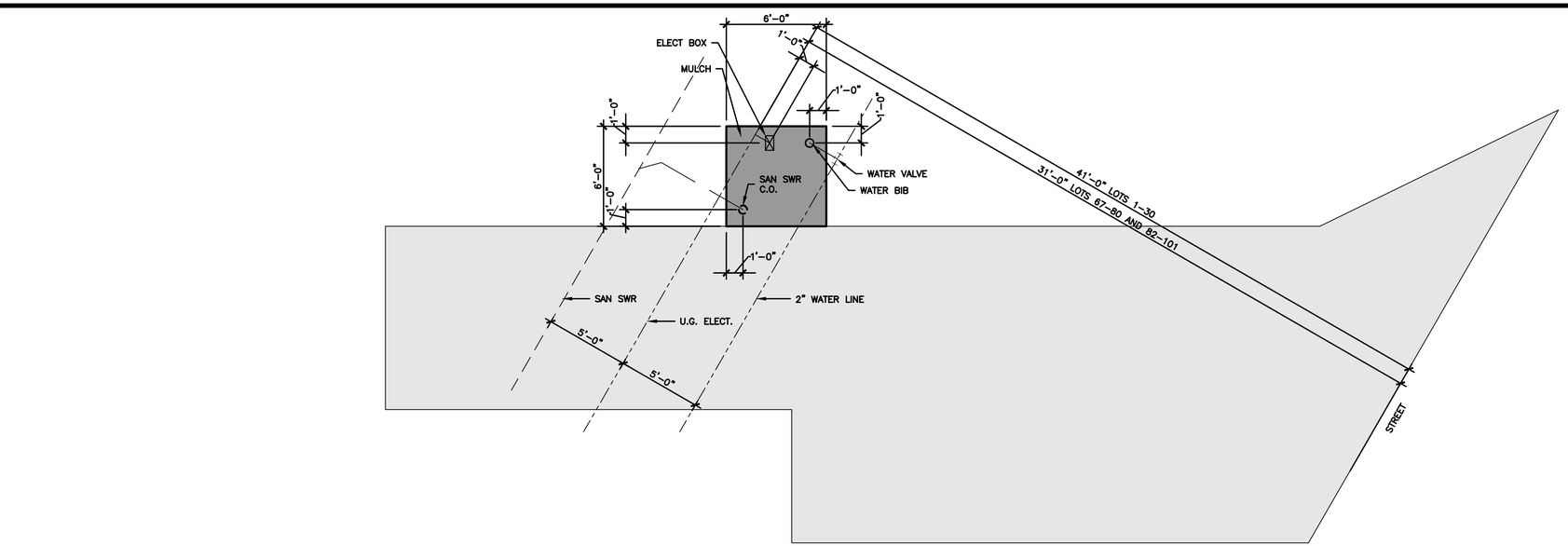
ISSUED FOR
A REVIEW 3/26/2024

DWG NAME:
LOT DIMENSIONAL PLAN

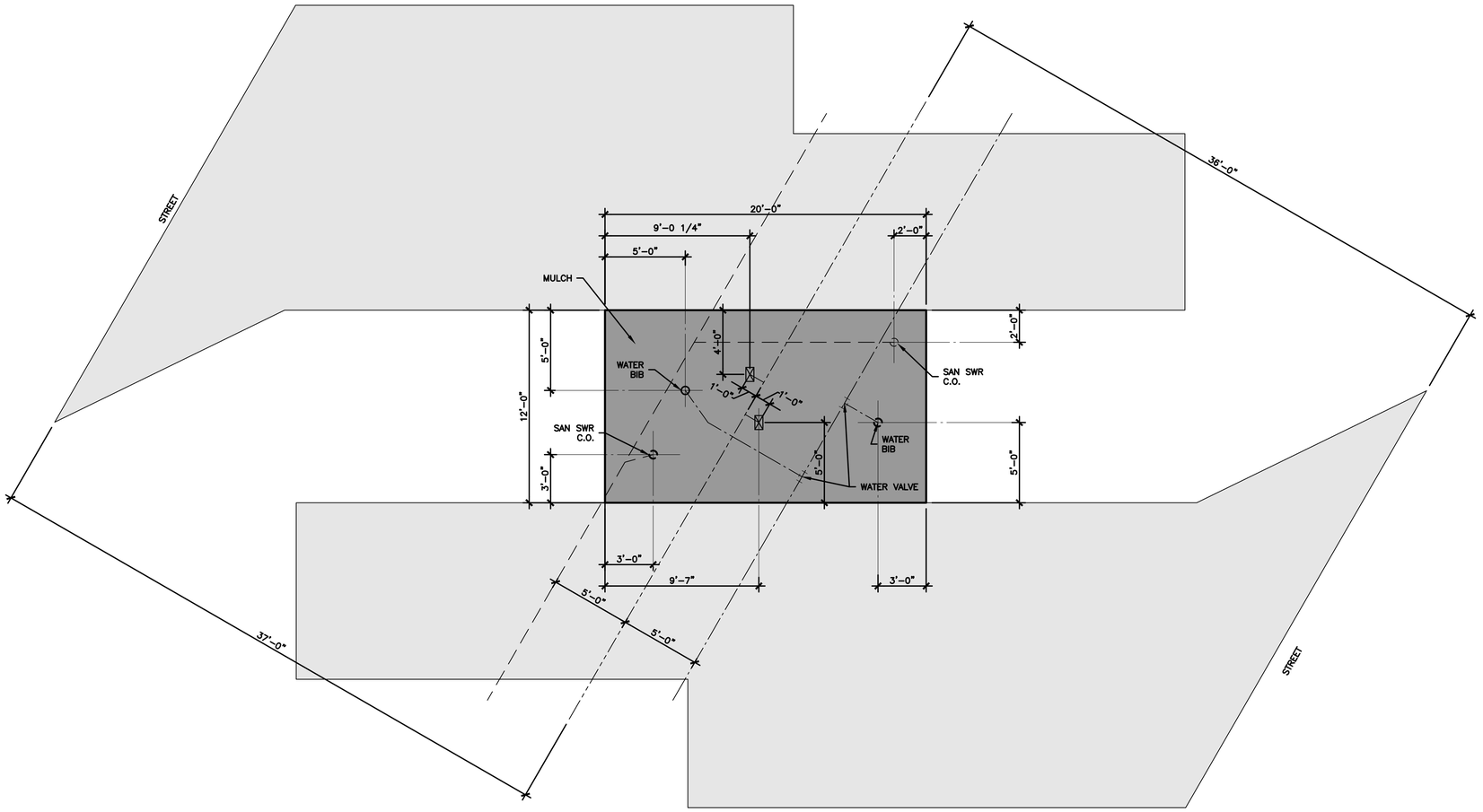
DWG:
C-105

SCALE: 1/4" = 1'-0"

REV: A



TYP. 6' X 6' UTILITY PAD FOR LOTS 1-30



TYP. 12' X 20' UTILITY PAD FOR LOTS C 31-54

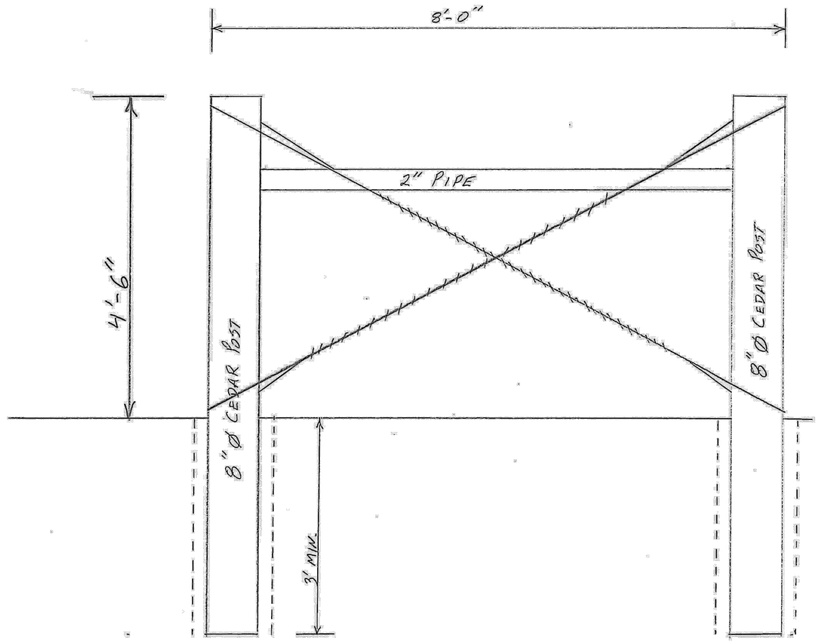
SMETANA RV RESORT
3007 SMETANA RD.
BRYAN, TEXAS

ISSUED FOR
A REVIEW 3/26/2024

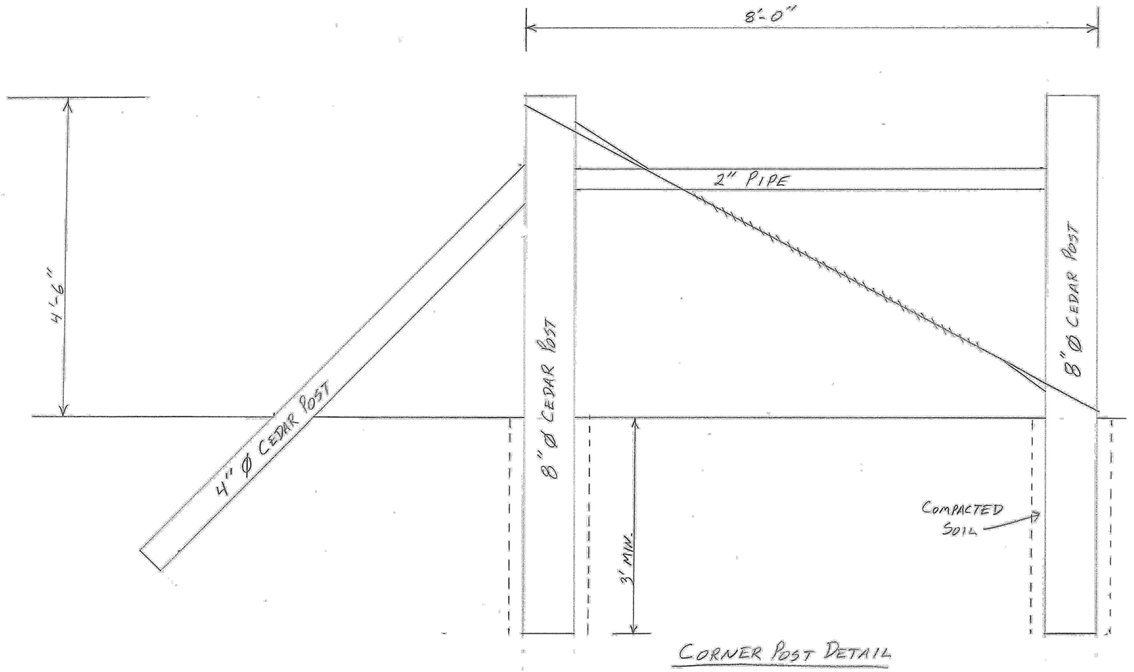
DWG NAME:
UTILITY PAD DIMENSIONAL PLAN

DWG:
C-106

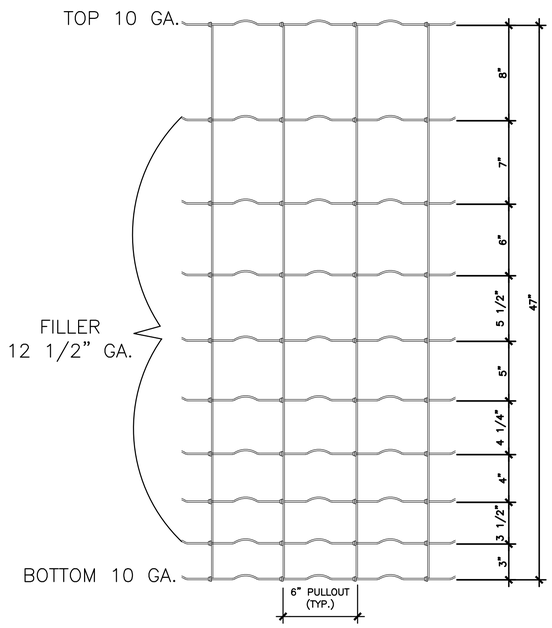
SCALE: 1/4" = 1'-0"
REV: A



"H" POST DETAIL

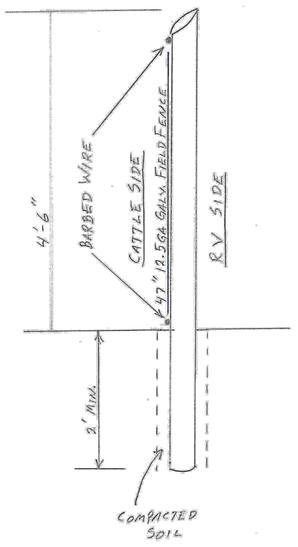


CORNER POST DETAIL



FIELD FENCE

7'x4" CEDAR POST
10' SPACING



LINE POST DETAIL

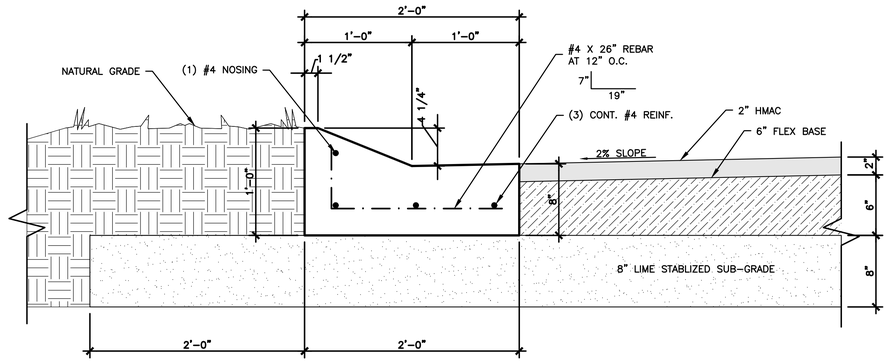
SMETANA RV RESORT
3007 SMETANA RD.
BRYAN, TEXAS

ISSUED FOR
A REVIEW 3/26/2024

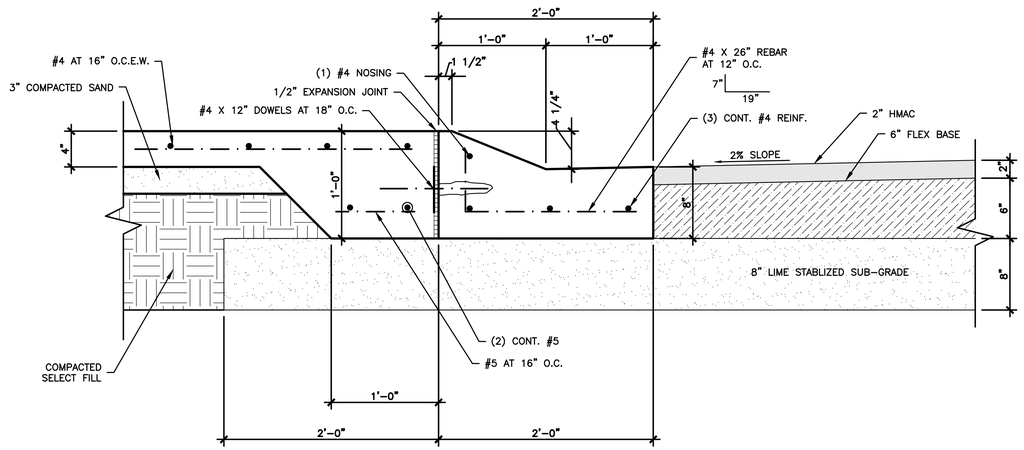
DWG NAME:
FENCE DETAILS

DWG:
C-107

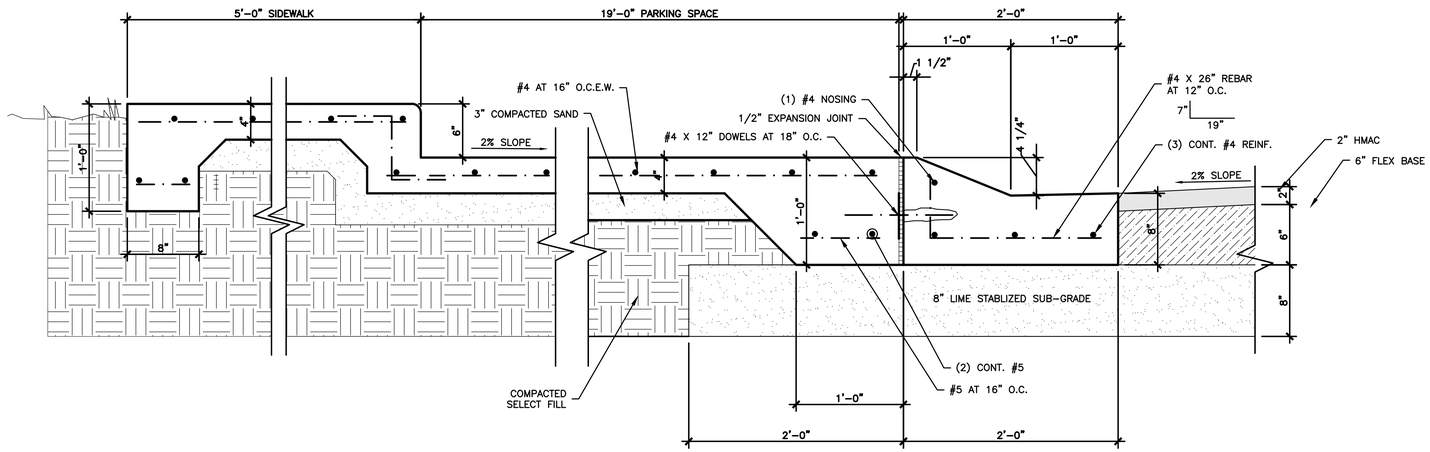
SCALE: 1" = 1'-0"
REV: A



CURB AND GUTTER DETAIL



CURB AND GUTTER DETAIL ATTACHED TO LOT SLAB



CURB AND GUTTER DETAIL ATTACHED TO PARKING / SIDEWALK

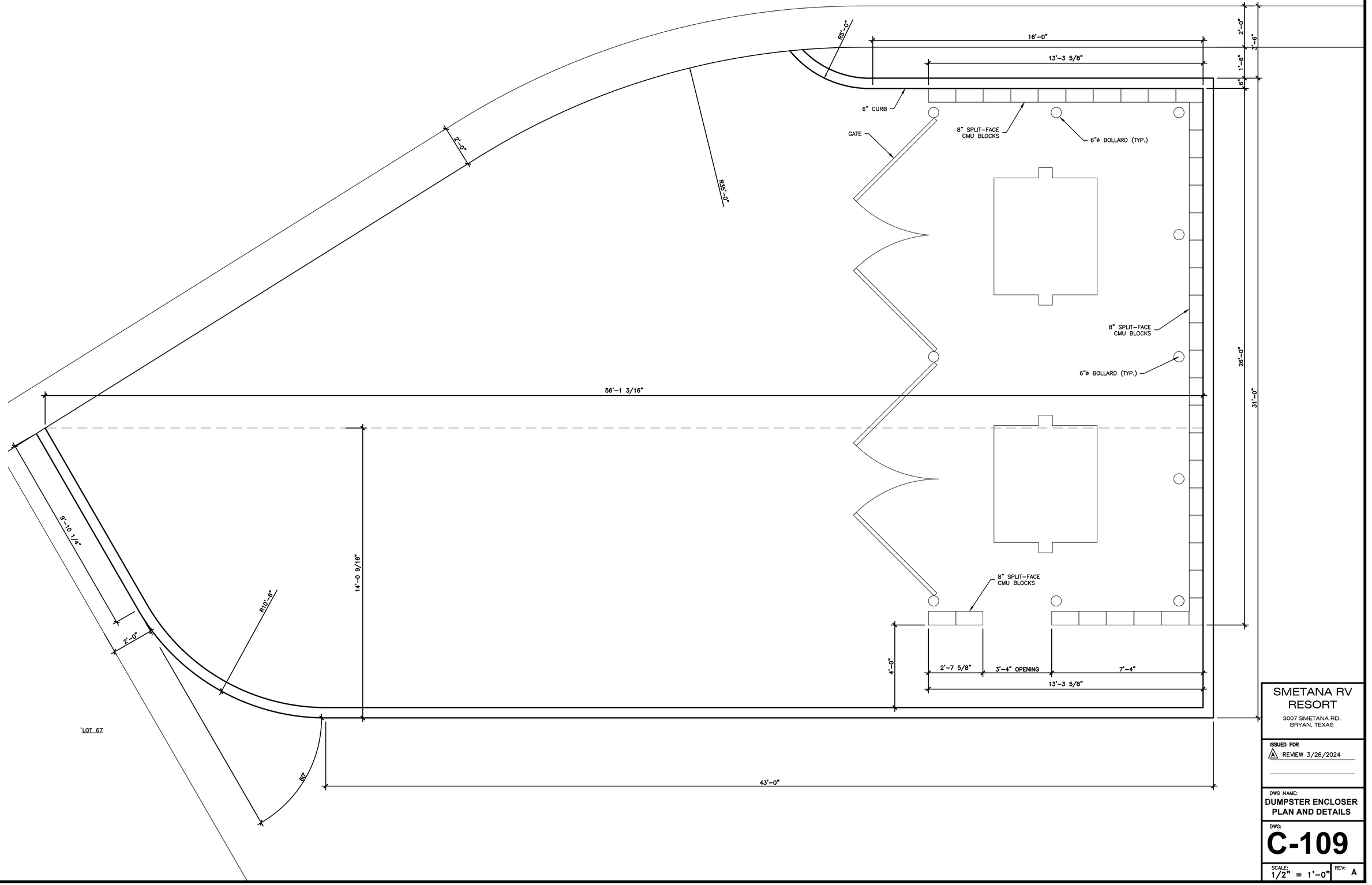
SMETANA RV RESORT
3007 SMETANA RD.
BRYAN, TEXAS

ISSUED FOR
A REVIEW 3/26/2024

DWG NAME:
CURB DETAILS

DWG:
C-108

SCALE: 1 1/2" = 1'-0"
REV: A



SMETANA RV RESORT

3007 SMETANA RD.
BRYAN, TEXAS

ISSUED FOR

A REVIEW 3/26/2024

DWG NAME:
DUMPSTER ENCLOSER PLAN AND DETAILS

DWG:
C-109

SCALE: 1/2" = 1'-0"

REV: A

SCALE: 1" = 100'

0 100 200 300 Feet

LEGEND:

DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

(D) = PER DEED, 18505/286 OPRBCT

BARBED WIRE FENCE —— X ——

ASPHALT

BENCHMARK NOTES

PROJECT BENCHMARK
5/8 INCH IRON ROD WITH RED PLASTIC CAP STAMPED 'KERR SURV. CONTROL POINT' SET ~18.6' NORTHEAST OF PAVEMENT.
N: 10227270.10, E: 3511312.22, ELEV: 306.25'
(ELEVATION DATUM NAVD 1988, GEOID09)

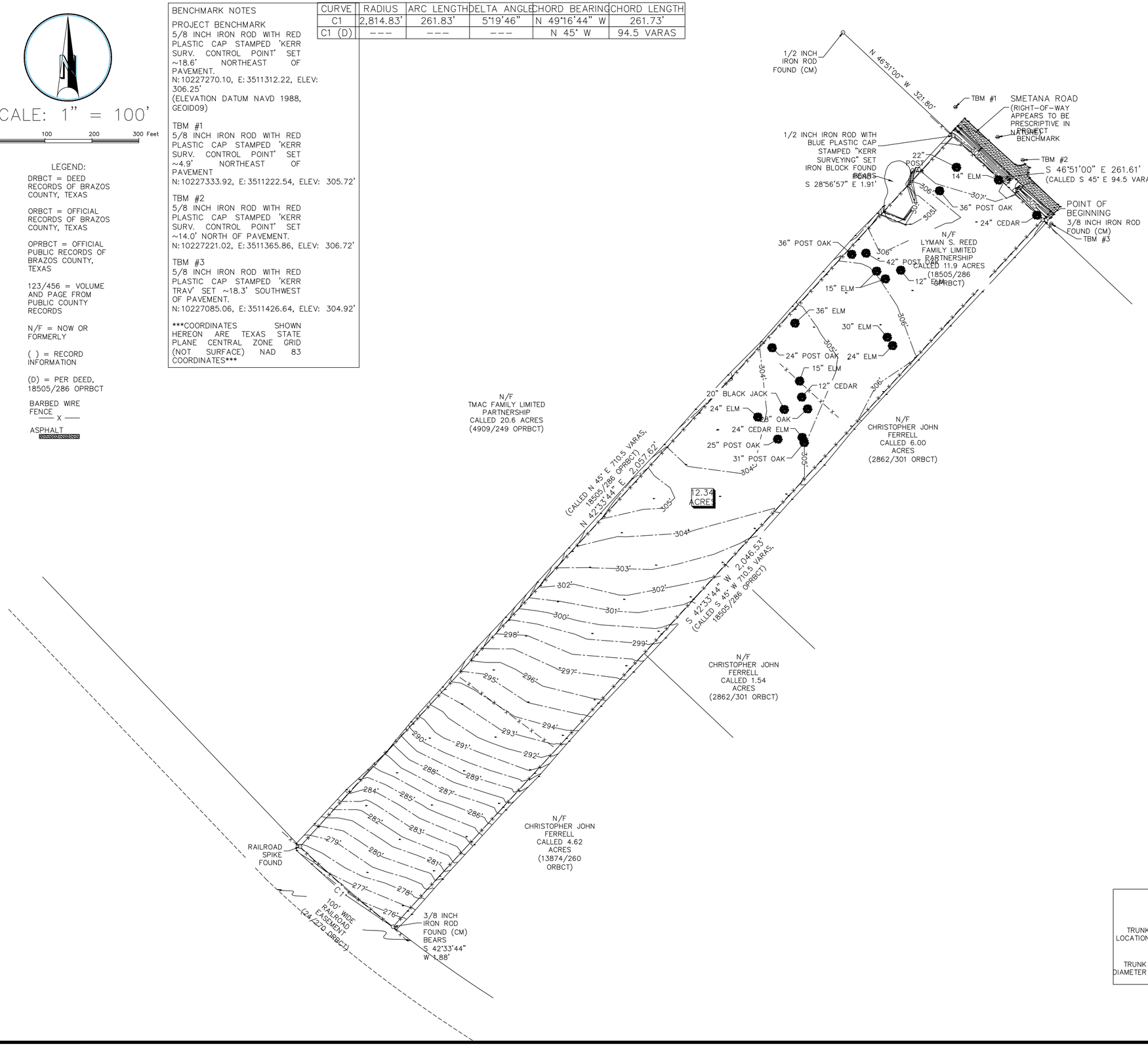
TBM #1
5/8 INCH IRON ROD WITH RED PLASTIC CAP STAMPED 'KERR SURV. CONTROL POINT' SET ~4.9' NORTHEAST OF PAVEMENT
N: 10227333.92, E: 3511222.54, ELEV: 305.72'

TBM #2
5/8 INCH IRON ROD WITH RED PLASTIC CAP STAMPED 'KERR SURV. CONTROL POINT' SET ~14.0' NORTH OF PAVEMENT.
N: 10227221.02, E: 3511365.86, ELEV: 306.72'

TBM #3
5/8 INCH IRON ROD WITH RED PLASTIC CAP STAMPED 'KERR TRAV' SET ~18.3' SOUTHWEST OF PAVEMENT.
N: 10227085.06, E: 3511426.64, ELEV: 304.92'

COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE CENTRAL ZONE GRID (NOT SURFACE) NAD 83 COORDINATES

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2,814.83'	261.83'	5°19'46"	N 49°16'44" W	261.73'
C1 (D)	---	---	---	N 45° W	94.5 VARAS



GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00011120342782 (CALCULATED USING GEOID12B).

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

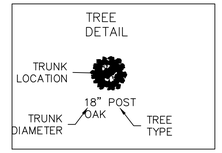
THIS SURVEY PLAT WAS PREPARED TO REFLECT THE EXCEPTIONS SHOWN ON THE TITLE REPORT ISSUED BY UNIVERSITY TITLE COMPANY, GF NO. 2303537CS, CERTIFICATION DATE: 03/12/2023. ITEMS LISTED ARE ADDRESSED AS FOLLOWS:

- EASEMENT TO CALVERT, WACO & BRAZOS VALLEY RAILROAD RECORDED IN VOLUME 24, PAGE 270 (DRBCT) DOES ADJOIN THIS TRACT AS SHOWN.
- ALL OTHER ITEMS ARE NOT SURVEY ITEMS AND/OR ARE NOT ADDRESSED BY THIS PLAT.

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

FLOOD PLAIN) ACCORDING TO THE BRAZOS COUNTY FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48041C0200E, REVISED DATE: 05-16-2012.

TREE DETAIL



LAND TITLE SURVEY PLAT
OF A 12.34 ACRE TRACT
CALLED TO BE 11.9 ACRES IN
VOLUME 18505, PAGE 286 OPRBCT
JOHN WILLIANS SURVEY, ABSTRACT 237
BRAZOS COUNTY, TEXAS

SMETANA RV RESORT
3007 SMETANA RD.
BRYAN, TEXAS

ISSUED FOR
A REVIEW 3/26/2024

DWG NAME:
SURVEY PLAN

DWG:
SP-1.00

SCALE: 1:100

REV: A

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	NUMBER:	CC 2024 - Right of Way Abandonment - Millican Townsite-Breckenridge-Easley-West

DATE OF COURT MEETING: 4/9/2024

ITEM: Consider and take action to close, vacate and abandon a portion of Breckenridge Street (100' right-of-way) located between Block 7 and Block 24 of the town of Millican. Roadway was never built and there is no public interest served by retaining the original right of way. Site is located in Precinct 1.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 04/01/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Order_Vacating_Road-Millican-Breckenridge-Easley.pdf	Order-Vacating Road-Millican-Breckenridge-Easley	Backup Material
Order_Vacating_Road-Millican-Breckenridge-West.pdf	Order-Vacating Road-Millican-Breckenridge-West	Backup Material

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	NUMBER:	CC 2024 - Right of Way Abandonment - Millican Townsite-Breckenridge-Easley-West
DATE OF COURT MEETING:	4/9/2024	
ITEM:	Consider and take action to close, vacate and abandon a portion of Breckenridge Street (100' right-of-way) located between Block 7 and Block 24 of the town of Millican. Roadway was never built and there is no public interest served by retaining the original right of way. Site is located in Precinct 1.	
TO:	Commissioners Court	
FROM:	Joe Salvato	
DATE:	04/01/2024	
FISCAL IMPACT:	False	
BUDGETED:	False	
DOLLAR AMOUNT:	$0.00	

ATTACHMENTS:

File Name	Description	Type
Order_Vacating_Road-Millican-Breckenridge-Easley.pdf	Order-Vacating Road-Millican-Breckenridge-Easley	Backup Material
Order_Vacating_Road-Millican-Breckenridge-West.pdf	Order-Vacating Road-Millican-Breckenridge-West	Backup Material
Abandonment-Millican-Block_7-Easley.pdf	ROW Abandonment-Breckenridge-Easley	Backup Material
Abandonment-Millican-Block_24-West.pdf	ROW Abandonment-Breckenridge-WEst	Backup Material

APPROVED

4/9/24

Duane Peters
County Judge

Date

ORDER VACATING ROAD
("Order")

STATE OF TEXAS §

COUNTY OF BRAZOS §

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

> All that certain, lot, tract or parcel of land lying and being situated in the ELLIOT M. MILLICAN SURVEY, Abstract No. 40, Brazos County, Texas, and being a portion of the undeveloped 100-foot wide Breckenridge Street as depicted between Block 7 and Block 24 of the TOWN OF MILLICAN, according to the plat recorded in Volume "P", Page 484, of the Deed Records of Brazos County Texas (DRBCT) and this tract being more particularly described by metes and bounds in **Exhibit A,** attached hereto and incorporated herein by reference;

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

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

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

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

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

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

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

All that certain, lot, tract or parcel of land lying and being situated in the ELLIOT M. MILLICAN SURVEY, Abstract No. 40, Brazos County, Texas, and being a portion of the undeveloped 100-foot wide Breckenridge Street as depicted between Block 7 and Block 24 of the TOWN OF MILLICAN, according to the plat recorded in Volume "P", Page 484, of the Deed Records of Brazos County, Texas (DRBCT) and this tract being more particularly described by metes and bounds in **Exhibit A,** attached hereto and incorporated herein by reference;

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

Issued by authority of the Commissioners Court of Brazos County, Texas, this 9 day of April, 2024.

Duane Peters
County Judge

Commissioner Steve Aldrich
Precinct 1

Commissioner Chuck Konderla
Precinct 2

Commissioner Nancy Berry
Precinct 3

Commissioner Wanda J. Watson
Precinct 4

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on April 9, 2024, by Duane Peters, County Judge of the County of Brazos, Texas, a Political Subdivision of the State of Texas.

MARSHA ANDERSON
Notary Public, State of Texas
My Comm. Exp. February 15, 2027
Notary ID 13189635-8

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on April 9, 2024, by Steve Aldrich, Commissioner Pct. 1 of the County of Brazos, Texas, a Political Subdivision of the State of Texas.

MARSHA ANDERSON
Notary Public, State of Texas
My Comm. Exp. February 15, 2027
Notary ID 13189635-8

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on April 9, 2024, by Chuck Konderla, Commissioner Pct. 2 of the County of Brazos, Texas, a Political Subdivision of the State of Texas.

MARSHA ANDERSON
Notary Public, State of Texas
My Comm. Exp. February 15, 2027
Notary ID 13189635-8

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on April 9, 2024, by Nancy Berry, Commissioner Pct. 3 of the County of Brazos, Texas, a Political Subdivision of the State of Texas.

MARSHA ANDERSON
Notary Public, State of Texas
My Comm. Exp. February 15, 2027
Notary ID 13189635-8

Notary Public, State of Texas

STATE OF TEXAS

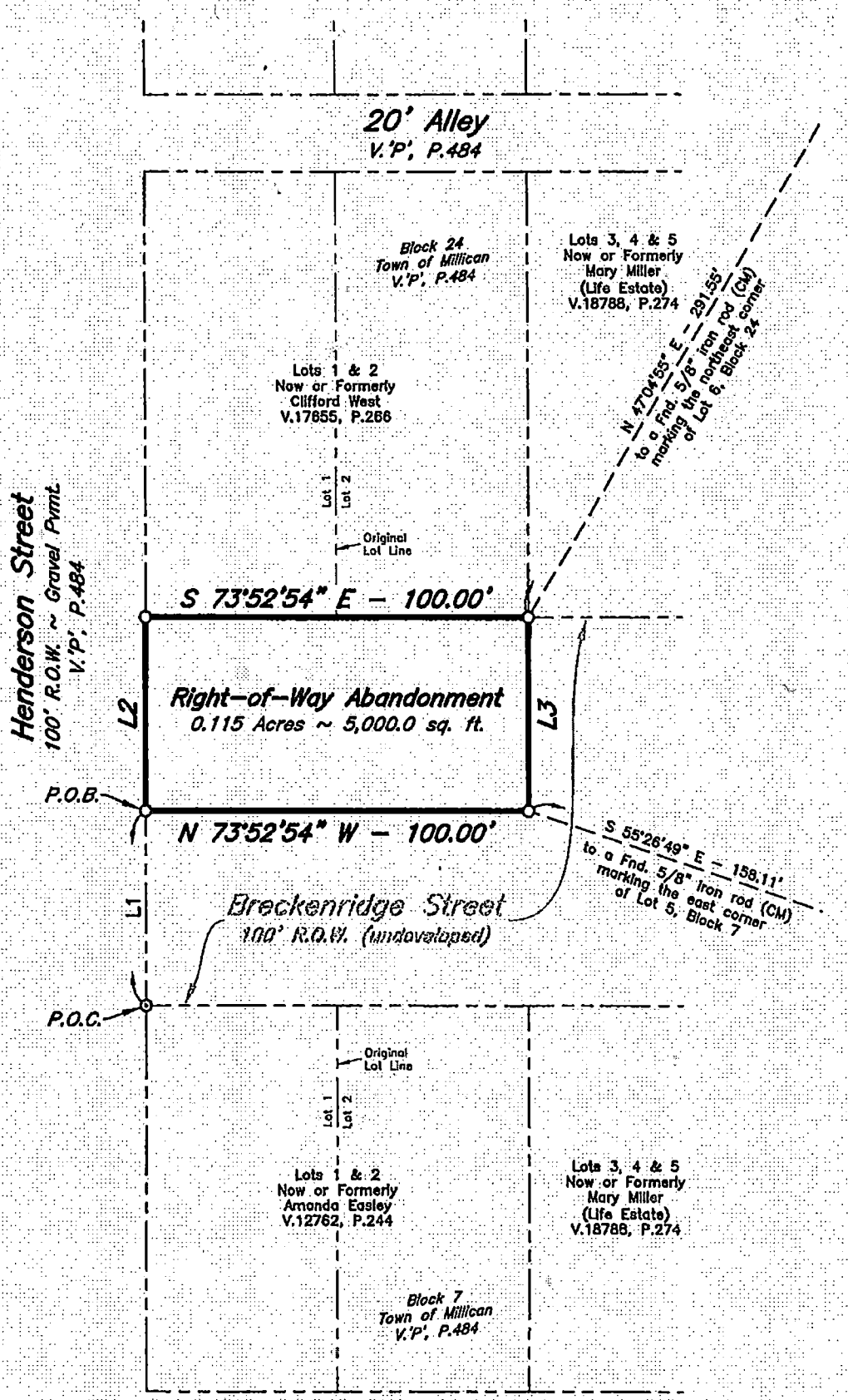
COUNTY OF BRAZOS

This instrument was acknowledged before me on April 9, 2024 by Wanda J. Watson, Commissioner Pct. 4 of the County of Brazos, Texas, a Political Subdivision of the State of Texas.

MARSHA ANDERSON
Notary Public, State of Texas
My Comm. Exp. February 15, 2027
Notary ID 13189635-8

Notary Public, State of Texas

Scale:
1"=40'



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 16°07'06" E	50.00'
L2	N 16°07'06" E	50.00'
L3	S 16°07'06" W	50.00'

LEGEND

- ⊙ – 1/2" Iron Pipe Found (CM)
- O – 1/2" Iron Rod Set
- CM – Controlling Monument
- P.O.B. – Point of Beginning
- P.O.C. – Point of Commencement

ORIGIN OF BEARINGS:
The bearing system is Grid North, Texas State Plane Coordinate System, Central Zone, NAD83 per GPS observations. The actual measured distances shown hereon is consistent with the plat recorded in Volume 'P', Page 484, Brazos County Deed Records.

See Page 2 of 2 for metes and bounds description prepared with this survey plat.

FIELD NOTES
0.115 ACRES

Being all that certain tract or parcel of land lying and being situated in the ELLIOT M. MILLICAN SURVEY, Abstract No. 40, Brazos County, Texas and being part of the undeveloped Breckenridge Street right-of-way (based on a 100-foot width) located between Block 7 and Block 24, TOWN OF MILLICAN according to the Final Plat recorded in Volume "P", Page 484 of the Brazos County Deed Records (B.C.D.R.) and being more particularly described by metes and bounds as follows:

COMMENCING: at a found 1/2-inch iron pipe marking the north corner of Lot 1, Block 7 of said TOWN OF MILLICAN and being in the east right-of-way line of Henderson Street (based on a 100-foot width);

THENCE: N 16° 07' 06" E along the east right-of-way line of said Henderson Street for a distance of 50.00 feet to a 1/2-inch iron rod set for the west corner of this tract and the POINT OF BEGINNING;

THENCE: N 16° 07' 06" E continue along the east right-of-way line of said Henderson Street for a distance of 50.00 feet to a 1/2-inch iron rod set for the west corner of Lot 1, Block 24 of said TOWN OF MILLICAN;

THENCE: S 73° 52' 54" E along the common line of this tract, said Lot 1, Block 24 and Lot 2, Block 24 of said TOWN OF MILLICAN for a distance of 100.00 feet to a 1/2-inch iron rod set for the south corner of said Lot 2, Block 24 and the west corner of Lot 3, Block 24 of said TOWN OF MILLICAN, from whence a found 5/8-inch iron rod marking the northeast corner of Lot 6, Block 24 of said TOWN OF MILLICAN bears N 47° 04' 55" E at a distance of 291.55 feet for reference;

THENCE: into the interior of said undeveloped Breckenridge Street for the following two (2) calls:

1) S 16° 07' 06" W for a distance of 50.00 feet to a 1/2-inch iron rod set for the east corner of this herein described tract, from whence a found 5/8-inch iron rod marking the east corner of Lot 5, Block 7 of said TOWN OF MILLICAN bears S 55° 26' 49" E at a distance of 158.11 feet for reference, and
2) N 73° 52' 54" W for a distance of 100.00 feet to the POINT OF BEGINNING and containing 0.115 acres of land.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on March 20, 2024.

See survey plat on Page 1 of 2
for additional information

3/20/24

ORDER VACATING ROAD
("Order")

STATE OF TEXAS §

COUNTY OF BRAZOS §

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

All that certain, lot, tract or parcel of land lying and being situated in the ELLIOT M. MILLICAN SURVEY, Abstract No. 40, Brazos County, Texas, and being a portion of the undeveloped 100-foot wide Breckenridge Street as depicted between Block 7 and Block 24 of the TOWN OF MILLICAN, according to the plat recorded in Volume "P", Page 484, of the Deed Records of Brazos County Texas (DRBCT) and this tract being more particularly described by metes and bounds in **Exhibit A,** attached hereto and incorporated herein by reference;

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

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

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

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

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

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

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

All that certain, lot, tract or parcel of land lying and being situated in the ELLIOT M. MILLICAN SURVEY, Abstract No. 40, Brazos County, Texas, and being a portion of the undeveloped 100-foot wide Breckenridge Street as depicted between Block 7 and Block 24 of the TOWN OF MILLICAN, according to the plat recorded in Volume "P", Page 484, of the Deed Records of Brazos County, Texas (DRBCT) and this tract being more particularly described by metes and bounds in **Exhibit A,** attached hereto and incorporated herein by reference;

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

Issued by authority of the Commissioners Court of Brazos County, Texas, this 9 day of April, 2024.

Duane Peters
County Judge

Commissioner Steve Aldrich
Precinct 1

Commissioner Chuck Konderla
Precinct 2

Commissioner Nancy Berry
Precinct 3

Commissioner Wanda J. Watson
Precinct 4

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on April 9, 2024, by Duane Peters, County Judge of the County of Brazos, Texas, a Political Subdivision of the State of Texas.

MARSHA ANDERSON
Notary Public, State of Texas
My Comm. Exp. February 15, 2027
Notary ID 13189685-8

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on April 9, 2024, by Steve Aldrich, Commissioner Pct. 1 of the County of Brazos, Texas, a Political Subdivision of the State of Texas.

MARSHA ANDERSON
Notary Public, State of Texas
My Comm. Exp. February 15, 2027
Notary ID 13189685-8

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on April 9, 2024, by Chuck Konderla, Commissioner Pct. 2 of the County of Brazos, Texas, a Political Subdivision of the State of Texas.

MARSHA ANDERSON
Notary Public, State of Texas
My Comm. Exp. February 15, 2027
Notary ID 13189685-8

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on April 9, 2024, by Nancy Berry, Commissioner Pct. 3 of the County of Brazos, Texas, a Political Subdivision of the State of Texas.

MARSHA ANDERSON
Notary Public, State of Texas
My Comm. Exp. February 15, 2027
Notary ID 13189685-8

Notary Public, State of Texas

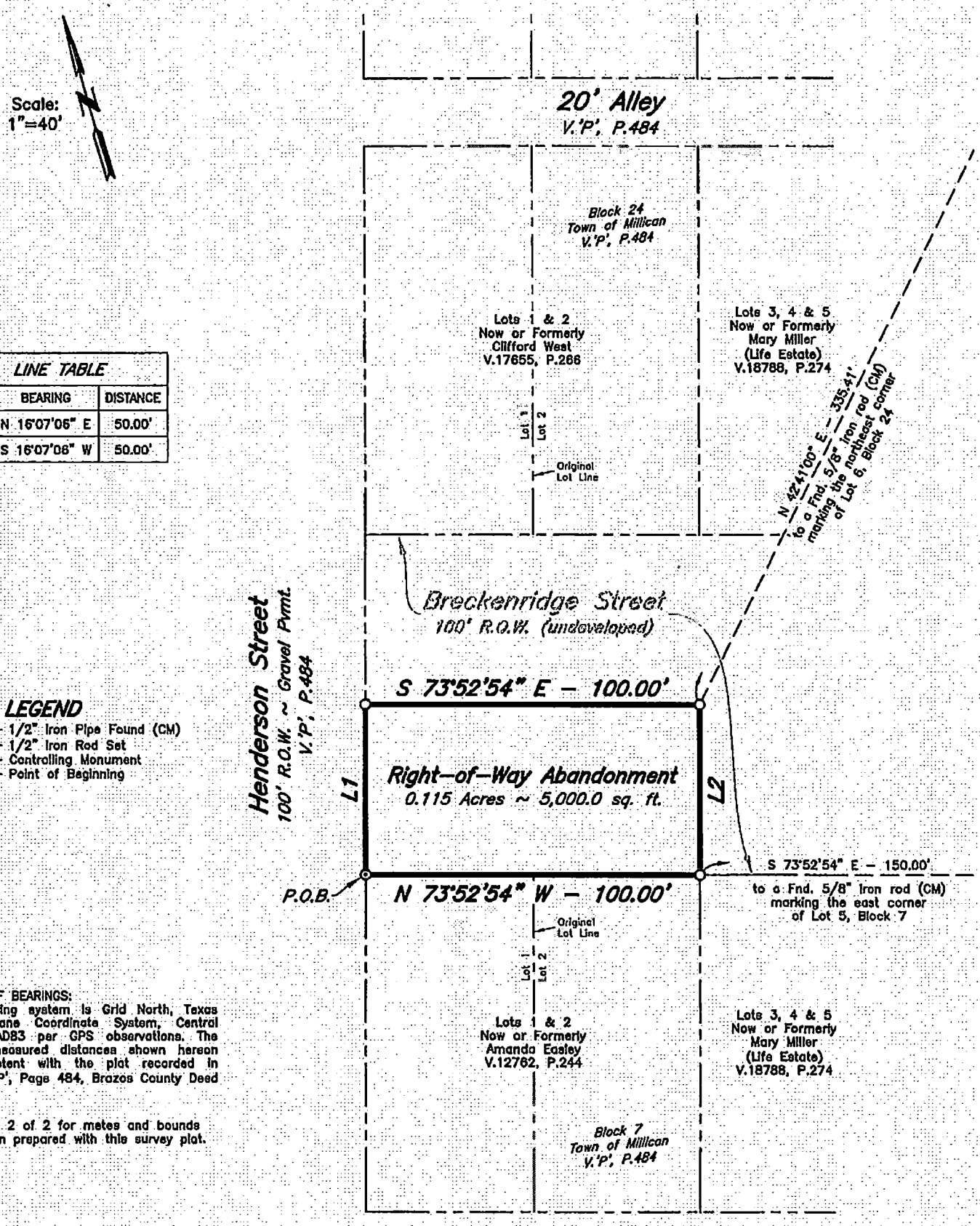
STATE OF TEXAS

COUNTY OF BRAZOS

This instrument was acknowledged before me on April 9, 2024, by Wanda J. Watson, Commissioner Pct. 4 of the County of Brazos, Texas, a Political Subdivision of the State of Texas.

MARSHA ANDERSON
Notary Public, State of Texas
My Comm. Exp. February 15, 2027
Notary ID 13189685-8

Notary Public, State of Texas



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 16°07'06" E	50.00'
L2	S 16°07'06" W	50.00'

LEGEND

⊙ – 1/2" Iron Pipe Found (CM)
○ – 1/2" Iron Rod Set
CM – Controlling Monument
P.O.B. – Point of Beginning

ORIGIN OF BEARINGS:
The bearing system is Grid North, Texas State Plane Coordinate System, Central Zone, NAD83 per GPS observations. The actual measured distances shown hereon is consistent with the plat recorded in Volume 'P', Page 484, Brazos County Deed Records.

See Page 2 of 2 for metes and bounds description prepared with this survey plat.

FIELD NOTES
0.115 ACRES

Being all that certain tract or parcel of land lying and being situated in the ELLIOT M. MILLICAN SURVEY, Abstract No. 40, Brazos County, Texas and being part of the undeveloped Breckenridge Street right-of-way (based on a 100-foot width) located between Block 7 and Block 24, TOWN OF MILLICAN according to the Final Plat recorded in Volume "P", Page 484 of the Brazos County Deed Records (B.C.D.R.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron pipe marking the west corner of this herein described tract, said iron pipe also marking the north corner of Lot 1, Block 7 of said TOWN OF MILLICAN and being in the east right-of-way line of Henderson Street (based on a 100-foot width);

THENCE: N 16° 07' 06" E along the east right-of-way line of said Henderson Street for a distance of 50.00 feet to a 1/2-inch iron rod set for the north corner of this tract;

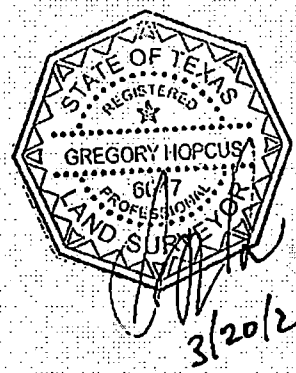
THENCE: into the interior of said undeveloped Breckenridge Street for the following two (2) calls:

1) S 73° 52' 54" E for a distance of 100.00 feet to a 1/2-inch iron rod set for the east corner of this herein described tract, from whence a found 5/8-inch iron rod marking the northeast corner of Lot 6, Block 24 of said TOWN OF MILLICAN bears N 42° 41' 00" E at a distance of 335.41 feet for reference, and
2) S 16° 07' 06" W for a distance of 50.00 feet to a 1/2-inch iron rod set for the south corner of this tract, said iron rod also marking the north corner of Lot 3, Block 7 of said TOWN OF MILLICAN and the east corner of Lot 2, Block 7 of said TOWN OF MILLICAN, from whence a found 5/8-inch iron rod marking the east corner of Lot 5, Block 7 of said TOWN OF MILLICAN bears S 73° 52' 54" E at a distance of 150.00 feet for reference;

THENCE: N 73° 52' 54" W along the common line of this tract and said Lots 2 and 1, Block 7 for a distance of 100.00 feet to the POINT OF BEGINNING and containing 0.115 acres of land.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on March 20, 2024.

See survey plat on Page 1 of 2
for additional information



3/20/24

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT:	Road and Bridge	NUMBER:	CC2024 Cook Crossing Ph 1-County Maintenance Acceptance

DATE OF COURT MEETING: 4/9/2024

ITEM: Request for approval of acceptance of the road and roadway drainage structures in Cook Crossing Phase 1 into the Brazos County road maintenance system. Site is located in Precinct 2.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 04/03/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

REQUIREMENTS: The road, Harvey Ranch Road, and roadway drainage structures are in compliance with the Brazos County Subdivision Regulations.

NOTES/EXCEPTIONS:

- Brazos County will not assume maintenance responsibility behind the curb; or for street lights; or for esplanades or median strips, etc.
- Brazos County will not assume maintenance responsibility for drainage ways or easements other than those that directly drain the roadway.
- Private drainage ways, access easements or other easements will be maintained by the individual property owners or the Home Owners Association (HOA).
- Brazos County will maintain the roadway, shoulders as needed and drainage facilities which directly drain the roadway.
- The property owners/HOA will be responsible for mowing and landscape maintenance of all rights of ways and easements.

ATTACHMENTS:

File Name	Description	Type
No Attachments Available		

BRAZOS COUNTY
BRYAN, TEXAS

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- The property owners/HOA will be responsible for mowing and landscape maintenance of all rights of ways and easements.

ATTACHMENTS:

File Name	Description	Type
No Attachments Available		

APPROVED

4/9/24

Duane Peters
County Judge

Date

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 4/9/2024

ITEM: Approval requested for the following Tax Refund Applications pursuant to Tax Code Section 33.011:

- a. G.W. & Tonie McDonald
- b. Leaminda Coker
- c. Charles Thomas

TO: Commissioners Court

DATE: 04/04/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Washington_-_McDonald_Heirs_prop_tax_refund_application-2014-2020.pdf	McDonald	Backup Material
Leaminda_Coker.pdf	Coker	Backup Material
Charles_Thomas.pdf	Thomas	Backup Material

Form 50-181

Application for Tax Refund Overpayments or Erroneous Payments

BRAZOS COUNTY TAX OFFICE
Collection Office Name

979-775-9930
Phone *(area code and number)*

4151 COUNTY PARK CT, BRYAN, TX 77802
Address, City, State, ZIP Code

Brazos Co, City of Bryan, City of College Stat, Bryan ISD, College Stat ISD, Emg Svs#1,2,3,4, City of Kurten, Navasota ISD
Collecting Tax For *(taxing units)*

GENERAL INFORMATION: This application is for use in requesting a tax refund pursuant to Tax Code Section 31.11 and Comptroller Rule 9.3039. To apply for a tax refund, the taxpayer or representative must complete Sections 1 through 5 of this application. The refund check will be made payable to the taxpayer and mailed to the taxpayer address provided below.

FILING INSTRUCTIONS: This document and all supporting documentation must be filed with the tax collector of the taxing unit for which you are requesting a refund. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for county tax offices may be found on the Comptroller's website.

SECTION 1: Taxpayer Information

McDonald G.W. & Tonie i.d. 566840
Name of Taxpayer

325-668-2876
Primary Phone Number *(area code and number)*

bud@arnotlawfirm.com
Email Address*

2211 B. Potomac Dr., Houston, Texas 77057
Mailing Address, City, State, ZIP Code

SECTION 2: Authorized Representative

Provide the information below if an agent has been appointed under Tax Code Section 1.111 to represent the taxpayer for tax matters. Attach a completed and signed Form 50-162, *Appointment of Agent for Property Tax Matters*, if the form has not been filed with the appraisal district. Individual taxpayers handling tax matters on their own behalf skip to section 3.

William G. Arnot, III
Name of Authorized Representative

Chief Justice, retd.
Title of Authorized Representative

325-668-2876
Primary Phone Number *(area code and number)*

bud@arnotlawfirm.com
Email Address*

2211 B. Potomac Dr., Houston, Texas 77057
Mailing Address, City, State, ZIP Code

SECTION 3: Property Information

Property i.d. 39664
Appraisal District Account Number

OR

3292900
Tax Receipt Number

Robinson-Poteet 1H 30026238-000 Hawkwood Energ/Madisonville, W.(Wood AB 25 /James, T Sur, Brazos County, Texas
Location Address, City, State, ZIP Code

Legal Description *(or attach copy of the tax bill or tax receipt)*:

See Tax Statement of Account and Tax Receipt attached

SECTION 4: Tax Payment Information

Complete the tax payment information requested below for each taxing unit from which refund is requested. A separate document containing the same information may be attached for additional taxing units, if necessary.

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. Brazos County	2014-2020	12/21/2023	$ 387.49	$ 204.82
2. EMG SVC District 2	2014-2020	12/21/2023	$ 20.16	$ 10.49
3. Bryan ISD	2014-2020	12/21/2023	$ 1,042.32	$ 552.69
4.			$	$
5.			$	$
6.			$	$
7.			$	$
8.			$	$

Taxpayer's Reason for Refund *(attach supporting documentation)*

Taxpayer has been subject to a collection suit for delinquent taxes from 2014-2020. The taxpayer's address have been filed in the public records of Brazos County since 2013. Taxpayer is seeking to be refunded the penalty and innterest and attorney feessee attached documentation.

SECTION 5: Taxpayer Signature

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

print here ▶ William G. Arnot, III
Print Taxpayer Name

sign here ▶ William G Arnot
Taxpayer Signature

Date 2/13/2024

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, §37.10.

If the collector does not respond to this application on or before the 90th day after the date the application form is filed with the collector, this application is presumed to have been denied. The taxpayer may file suit against the taxing unit in the district court to compel payment of the refund if it is filed not later than the 60th date after the collector denies the application.

*See Government Code Section 552.137 regarding confidentiality of email addresses.

FOR COLLECTOR USE ONLY

SECTION 6: Tax Refund Determination

This tax refund is [X] Approved [ ] Disapproved

print here ▶ KEVIN BEESLEY
Print Name and Title

sign here ▶
Authorized Officer

Date 3-14-24

print here ▶ DUANE PETERS, COUNTY JUDGE
Print Name and Title

sign here ▶
Collector(s) of Taxing Unit(s) for Refund Applications Over (insert amount for which governing body approval is required under Tax Code Section 31.11)

Date 4/9/24

William G. (Bud) Arnot, III

Chief Justice Texas Court of Appeals, ret'd., LL.M.,
Fellow – Chartered Institute of Arbitrators,
Fellow – College of Commercial Arbitrators

Appellate Advocacy and Oil, Gas & Energy Arbitrations

Law offices of William G. Arnot, III
2211 B. Potomac Drive
Houston, Texas 77057
T: 713-223-8999
E: Bud@ArnotLawFirm.com

February 13, 2024

RE: Tax Account Number 369664

Lands: Robinson-Poteet 1 H 300262338-000 Hawkwood Energ/Madisonville, W. (Wood AB 25/ James, T Sur .012878 R, Brazos County, Texas

Dear Sirs,

I represent the heirs of George Washington and Tonie McDonald, deceased, who owned a fixed 1/16 non-participating royalty in the above lands. I have attached form 50-162, completed by the family members.

In 2013, the G.W. McDonald heirs executed oil and gas leases to Crimson Energy. Crimson drilled a horizontal well, and the family executed documents authorizing Crimson a limited right to pool their respective leasehold royalty interest.

In December of 2023, the taxing authority sent a notice of delinquent taxes and penalties and requested attorney fees for the tax years 2014 through 2020. The total for the entire amount was $1,449.97. That notice was sent to Donald H. McDonald at his current address, 1309 Glenwood, Abilene, Texas, 79605. That amount has been paid in full. Please see the attached receipt.

The notice dated December 6, 2023, was the family's first notice of any delinquent taxes. The family's individual mailing addresses have been on file in the property records

of Brazos County since 2013. I have not been able to secure filed copies of the actual oil and gas leases, but each would have the lessor's street address in the document.

I attach copies of the pooling authorizations identifying the property, street address and telephone numbers of the owners, and public recording information. Emily Carrick McDonald Arnot is my wife. Her filed pooling authorization dated May 6, 2013, clearly shows her address as 2211 Potomac Dr. Unit B., Houston, Texas 77057.

Further, I attach the publicly filed individual pooling authorizations of Donald Hemphill McDonald, Jr., George M. McDonald, III, for Larry Taylor, Wendy C. Starks, Julie Taylor, and Jonathan Taylor, which have their correct addresses, are dated 2013 and have the accurate public recording information.

There were taxes of $681.92 owed on the property for 2014 -2020 for the EMG SVCS District #2, Brazos County, and Bryan ISD. Please see the attached statement of account. Those taxes have been paid. The total penalty and interest for the three taxing districts were $578.91, and attorney fees were $189.14. The penalty, interest, and attorney fees have been paid. See the enclosed statement of account and receipt.

We believe that a preliminary search of the title records would have resulted in actual and timely notice to the owners of the current taxes for each year. Even a cursory examination of the title would have revealed the owners' addresses. The attorney fees, while reasonable, were unnecessary. This matter should not have been sent to the collection process.

We respectfully request a refund under Texas Tax Code 31.11 of the penalty and interest of $578.91 and the assessed attorney fees of $189.14. That amount should be refunded to the agent in full. Thank you.

Very truly yours,

William G. Arnot, III

Statement of Account

NOTICE: This is a statement of Taxes Due as of 12/11/2023 11:45:02AM based upon the tax records of the tax office.

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

Property Information

Property ID: 369664 Geo ID: 30-026238-000-R-030026238000R032947
Legal Acres: 0.0000
Mineral Int. Pct.: 0.01287800%
Legal Desc: ROBINSON-POTEET 1H 30026238-000 HAWKWOOD ENERG/MADISONVILLE, W. (WOOD AB 25 /JAMES,T SUR .0128780000 R
Situs:
DBA:
Exemptions:

Owner ID: 566840 Ownership: 100.00%
MCDONALD G W & TONIE
RET MAIL 2020

Value Information

Improvement HS:	0
Improvement NHS:	0
Land HS:	0
Land NHS:	0
Productivity Market:	0
Productivity Use:	0
Assessed Value	2,617

Entity	Description	Pct.
F2	EMG SVCS DIST #2	100.00%
G1	BRAZOS COUNTY	100.00%
S1	BRYAN ISD	100.00%

Ex Code	Description

Unpaid Bills Summary

Entity	Year	Statement ID	Tax Rate	Type	Tax Due	Disc/P&I	Attorney Fees	Total Due
F2	2014	73320	0.018616	L	1.26	1.50	0.41	3.17
G1	2014	73320	0.485000	L	32.75	38.97	10.76	82.48
S1	2014	73320	1.290000	L	87.13	103.69	28.62	219.44
Total for Year 2014					**121.14**	**144.16**	**39.79**	**305.09**
F2	2015	73905	0.023797	L	1.67	1.79	0.52	3.98
G1	2015	73905	0.485000	L	34.02	36.40	10.56	80.98
S1	2015	73905	1.350000	L	94.71	101.34	29.41	225.46
Total for Year 2015					**130.40**	**139.53**	**40.49**	**310.42**
F2	2016	75603	0.027014	L	0.89	0.84	0.26	1.99
G1	2016	75603	0.485000	L	15.86	15.06	4.64	35.56
S1	2016	75603	1.350000	L	44.13	41.93	12.91	98.97
Total for Year 2016					**60.88**	**57.83**	**17.81**	**136.52**
F2	2017	77233	0.025926	L	0.86	0.71	0.24	1.81
G1	2017	77233	0.485000	L	16.02	13.29	4.40	33.71
S1	2017	77233	1.340000	L	44.25	36.73	12.15	93.13
Total for Year 2017					**61.13**	**50.73**	**16.79**	**128.65**
F2	2018	77714	0.030000	L	1.88	1.34	0.48	3.70
G1	2018	77714	0.485000	L	30.48	21.65	7.82	59.95
S1	2018	77714	1.340000	L	84.22	59.79	21.60	165.61
Total for Year 2018					**116.58**	**82.78**	**29.90**	**229.26**
F2	2019	80111	0.030000	L	1.92	1.13	0.46	3.51
G1	2019	80111	0.497500	L	31.70	18.70	7.56	57.96
S1	2019	80111	1.270000	L	80.92	47.74	19.30	147.96
Total for Year 2019					**114.54**	**67.57**	**27.32**	**209.43**
F2	2020	83030	0.027021	L	1.19	0.55	0.26	2.00
G1	2020	83030	0.495000	L	21.79	10.25	4.81	36.85
S1	2020	83030	1.232500	L	54.27	25.51	11.97	91.75
Total for Year 2020					**77.25**	**36.31**	**17.04**	**130.60**
Total For All Years					**681.92**	**578.91**	**189.14**	**1,449.97**

Total Due if Paid By 12/31/2023 **1,449.97**

Paid Refunds Summary
No Information on File.

*** End of Statement ***

NOTICE: This document is not a tax certificate and does not absolve a Taxpayer from tax liability in any way. If this document is found to be in error, it may be corrected by the Collection Office listed above. Responsibility to pay the remaining taxes rests entirely with the Taxpayer, as outlined in the Texas Property Tax Code.

True Automation, Inc.

TAX RECEIPT

12/21/2023 10:21AM

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

Receipt Number	
	3292900
Date Posted	12/21/2023
Payment Type	P
Payment Code	Full
Total Paid	$1,449.97

PAID BY:

ARNOT BUD
OIL ACCOUNT
2211 POTOMAC DR UNIT B
HOUSTON, TX 77057

Property ID	Geo	Legal Acres
369664	30-026238-000-R-030026238000R032947	0.0000

Legal Description
ROBINSON-POTEET 1H 30026238-000 HAWKWOOD ENERG/MADISONVILLE, W. (WOOD AB 25 /JAMES,T SUR .0128780000 R

Situs **DBA Name**

Owner Name and Address
MCDONALD G W & TONIE
RET MAIL 2020

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
EMG SVCS DIST #2	2014	0.01862	6,754	73320	N	1.26	0.00	1.50	0.41	0.00	3.17
BRAZOS COUNTY	2014	0.48500	6,754	73320	N	32.75	0.00	38.97	10.76	0.00	82.48
BRYAN ISD	2014	1.29000	6,754	73320	N	87.13	0.00	103.69	28.62	0.00	219.44
EMG SVCS DIST #2	2015	0.02380	7,015	73905	N	1.67	0.00	1.79	0.52	0.00	3.98
BRAZOS COUNTY	2015	0.48500	7,015	73905	N	34.02	0.00	36.40	10.56	0.00	80.98
BRYAN ISD	2015	1.35000	7,015	73905	N	94.71	0.00	101.34	29.41	0.00	225.46
EMG SVCS DIST #2	2016	0.02701	3,269	75603	N	0.89	0.00	0.84	0.26	0.00	1.99
BRAZOS COUNTY	2016	0.48500	3,269	75603	N	15.86	0.00	15.06	4.84	0.00	35.56
BRYAN ISD	2016	1.35000	3,269	75603	N	44.13	0.00	41.93	12.91	0.00	98.97
EMG SVCS DIST #2	2017	0.02593	3,302	77233	N	0.86	0.00	0.71	0.24	0.00	1.81
BRAZOS COUNTY	2017	0.48500	3,302	77233	N	16.02	0.00	13.29	4.40	0.00	33.71
BRYAN ISD	2017	1.34000	3,302	77233	N	44.25	0.00	36.73	12.15	0.00	93.13
EMG SVCS DIST #2	2018	0.03000	6,285	77714	N	1.88	0.00	1.34	0.48	0.00	3.70
BRAZOS COUNTY	2018	0.48500	6,285	77714	N	30.48	0.00	21.65	7.82	0.00	59.95
BRYAN ISD	2018	1.34000	6,285	77714	N	84.22	0.00	59.79	21.60	0.00	165.61
EMG SVCS DIST #2	2019	0.03000	6,372	80111	N	1.92	0.00	1.13	0.46	0.00	3.51
BRYAN ISD	2019	1.27000	6,372	80111	N	80.92	0.00	47.74	19.30	0.00	147.96
BRAZOS COUNTY	2019	0.49750	6,372	80111	N	31.70	0.00	18.70	7.56	0.00	57.96
EMG SVCS DIST #2	2020	0.02702	4,403	83030	N	1.19	0.00	0.55	0.26	0.00	2.00
BRYAN ISD	2020	1.23250	4,403	83030	N	54.27	0.00	25.51	11.97	0.00	91.75
BRAZOS COUNTY	2020	0.49500	4,403	83030	N	21.79	0.00	10.25	4.81	0.00	36.85
											1,449.97

Balance Due As Of 12/21/2023: .00

Tender	Details	Description	Amount
Check	2067		1449.97
			1449.97

Operator	Batch	Total Paid
rsikes	49075 (12212023_RSMAIL)	1,449.97

Receipt issued in Accordance with Section 31.075 of the Texas Property Tax Code

True Automation, Inc.

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

POOLING AUTHORIZATION

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS, THAT:

COUNTY OF BRAZOS §

WHEREAS, the undersigned, Emily Carrick McDonald Arnot, is the record owner of a non-participating royalty interest, royalty interest, mineral interest, or non-executive mineral interest in and under the following described land in Brazos County, Texas, to wit:

Tract No. 1: 105 ½ acres of land, more or less, out of the W.J. Lewis League, Abstract No. 153, Brazos County, Texas, and being described as Lot Number Two allotted to Richard McDonald and George McDonald, in the partition of the Estate of Richard McDonald, deceased, recorded in Vol. F, page 566, of the Civil Minutes of the District Court of Brazos County, Texas, in Cause No. 1902, in the District Court of Brazos County, Texas, styled Martha McDonald, et al, vs. Wm. Monroe McDonald, et al.

Tract No. 2: 144 acres of land, more or less, out of the W.J. Lewis League, Abstract No. 153, Brazos County, Texas, and being described as Lot Number Three allotted to Richard McDonald and George McDonald in the partition of the Estate of Richard McDonald, deceased, recorded in Vol. F, page 566, of the Civil Minutes of the District Court of Brazos County, Texas, in Cause No. 1902, in the District Court of Brazos County, Texas, styled Martha McDonald, et al, vs. Wm. Monroe McDonald, et al.

and;

WHEREAS, Crimson Energy Partners III, L.L.C. ("Operator") has requested that the undersigned consent to and authorize the formation of a pooled unit or units including all or portions of the lands herein described.

NOW, THEREFORE, in consideration of the premises and One Dollar and Other Valuable Consideration ($1.00 & OVC), the receipt and sufficiency of which are expressly acknowledged, Operator is granted the right, at its option, to pool or unitize the lands described with other land, lease or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres plus ten percent (10%) acreage tolerance; provided however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons so as to contain not more than 640 surface acres plus ten percent (10%) acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas; (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir; (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units other than any of these herein permitted (including, but not limited to, larger units for horizontal drainholes), either at the time established, or thereafter, are required or permitted under any governmental rule or order for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required or permitted by such governmental order or rule. Should operator so elect, existing units may be reduced in size to conform to applicable spacing or proration regulations. Operator shall exercise said options as to each desired unit by executing any instrument identifying such unit and filing it for record in the public office in which this Agreement is recorded. Each of said options may be exercised by Operator at any time and from time to time while this agreement is in force and whether before or after production has been established either on the lands or on the portion of the lands included in the unit or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes hereof even though there may be mineral, royalty or leasehold interest in lands within the unit which are not effectively pooled or unitized.

There shall be allocated to the land covered by this Agreement within such unit (or to each separate tract within the unit if this agreement covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any such minerals used for lease or unit operations, which the number of surface acres in such land (or any such separate tract) covered by this Agreement within the unit bears to the total number of surface acres in the unit.

This Agreement shall remain in force and effect for a term of five (5) years from the date hereof and, if said interest is included in a pooled unit or units within said term, so long thereafter as said unit(s) continue to produce oil and/or gas in paying quantities.

To the extent all or any portion of the lands described herein has been included in a pool or unit created by Operator prior to the execution of this instrument, the undersigned hereby ratifies, confirms and adopts the applicable Unit Designation, if any, effective as of the date of first production from said unit.

WITNESS OUR HANDS the 6th day of May, 2013.

Emily Carrick McDonald Arnot

Emily Carrick McDonald Arnot
Address: 2211 B Potomac Dr.
Houston TX 77057

ACKNOWLEDGEMENT

STATE OF Texas §

COUNTY OF Harris §

This instrument was acknowledged before me on this 6th day of May, 2013 Emily Carrick McDonald Arnot.

JEANIE M. LOPER
Notary Public, State of Texas
My Commission Expires
May 18, 2013

Jeanie M. Loper

Notary Public, State of Texas

Filed for Record in:
BRAZOS COUNTY

On: Oct 24,2013 at 04:16P

As a
MD LABEL RECORDING

Document Number: 01174300

Amount 20.00

Receipt Number - 488798

By:
Becky Wright

STATE OF TEXAS
COUNTY OF BRAZOS

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Public records of:

BRAZOS COUNTY

as stamped hereon by me.

Oct 24,2013

Karen McQueen, Brazos County Clerk
BRAZOS COUNTY

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

POOLING AUTHORIZATION

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS, THAT:

COUNTY OF BRAZOS §

WHEREAS, the undersigned, Donald Hemphill McDonald, Jr., is the record owner of a non-participating royalty interest, royalty interest, mineral interest, or non-executive mineral interest in and under the following described land in Brazos County, Texas, to wit:

Tract No. 1: 105 ½ acres of land, more or less, out of the W.J. Lewis League, Abstract No. 153, Brazos County, Texas, and being described as Lot Number Two allotted to Richard McDonald and George McDonald, in the partition of the Estate of Richard McDonald, deceased, recorded in Vol. F, page 566, of the Civil Minutes of the District Court of Brazos County, Texas, in Cause No. 1902, in the District Court of Brazos County, Texas, styled Martha McDonald, et al, vs. Wm. Monroe McDonald, et al.

Tract No. 2: 144 acres of land, more or less, out of the W.J. Lewis League, Abstract No. 153, Brazos County, Texas, and being described as Lot Number Three allotted to Richard McDonald and George McDonald in the partition of the Estate of Richard McDonald, deceased, recorded in Vol. F, page 566, of the Civil Minutes of the District Court of Brazos County, Texas, in Cause No. 1902, in the District Court of Brazos County, Texas, styled Martha McDonald, et al, vs. Wm. Monroe McDonald, et al.

and;

WHEREAS, Crimson Energy Partners III, L.L.C. ("Operator") has requested that the undersigned consent to and authorize the formation of a pooled unit or units including all or portions of the lands herein described.

NOW, THEREFORE, in consideration of the premises and One Dollar and Other Valuable Consideration ($1.00 & OVC), the receipt and sufficiency of which are expressly acknowledged, Operator is granted the right, at its option, to pool or unitize the lands described with other land, lease or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres plus ten percent (10%) acreage tolerance; provided however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons so as to contain not more than 640 surface acres plus ten percent (10%) acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas; (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir; (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units other than any of these herein permitted (including, but not limited to, larger units for horizontal drainholes), either at the time established, or thereafter, are required or permitted under any governmental rule or order for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required or permitted by such governmental order or rule. Should operator so elect, existing units may be reduced in size to conform to applicable spacing or proration regulations. Operator shall exercise said options as to each desired unit by executing any instrument identifying such unit and filing it for record in the public office in which this Agreement is recorded. Each of said options may be exercised by Operator at any time and from time to time while this agreement is in force and whether before or after production has been established either on the lands or on the portion of the lands included in the unit or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes hereof even though there may be mineral, royalty or leasehold interest in lands within the unit which are not effectively pooled or unitized.

There shall be allocated to the land covered by this Agreement within such unit (or to each separate tract within the unit if this agreement covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any such minerals used for lease or unit operations, which the number of surface acres in such land (or any such separate tract) covered by this Agreement within the unit bears to the total number of surface acres in the unit.

This Agreement shall remain in force and effect for a term of five (5) years from the date hereof and, if said interest is included in a pooled unit or units within said term, so long thereafter as said unit(s) continue to produce oil and/or gas in paying quantities.

To the extent all or any portion of the lands described herein has been included in a pool or unit created by Operator prior to the execution of this instrument, the undersigned hereby ratifies, confirms and adopts the applicable Unit Designation, if any, effective as of the date of first production from said unit.

WITNESS OUR HANDS the 2 day of May, 2013.

Donald Hemphill McDonald, Jr.
Address: 1309 Glenwood Dr.
Abilene, Texas 79605

ACKNOWLEDGEMENT

STATE OF TX §

COUNTY OF Taylor §

This instrument was acknowledged before me on this 2 day of May, 2013 by Donald Hemphill McDonald, Jr.

TARA LYNN GARCIA
My Commission Expires
July 9, 2016

Notary Public, State of TX

Filed for Record in:
BRAZOS COUNTY
On: Oct 24,2013 at 04:14P
As a
NO LABEL RECORDING
Document Number: 01174302
Amount 20.00
Receipt Number - 488798
By:
Becky Wright

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Public records of:
BRAZOS COUNTY
as stamped hereon by me.
Oct 24,2013
Karen McQueen, Brazos County Clerk
BRAZOS COUNTY

There shall be allocated to the land covered by this Agreement within such unit (or to each separate tract within the unit if this agreement covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any such minerals used for lease or unit operations, which the number of surface acres in such land (or any such separate tract) covered by this Agreement within the unit bears to the total number of surface acres in the unit.

This Agreement shall remain in force and effect for a term of five (5) years from the date hereof and, if said interest is included in a pooled unit or units within said term, so long thereafter as said unit(s) continue to produce oil and/or gas in paying quantities.

To the extent all or any portion of the lands described herein has been included in a pool or unit created by Operator prior to the execution of this instrument, the undersigned hereby ratifies, confirms and adopts the applicable Unit Designation, if any, effective as of the date of first production from said unit.

WITNESS OUR HANDS the 6th day of May, 2013.

George M. McDonald III

George M. McDonald III
Address: 298 MEADOWPARK DR.
RICHARDSON, TX 75080

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on this 6th day of May, 2013 by George M. McDonald III.

TRACIE HARRISON
Notary Public, State of Texas
My Commission Expires
October 08, 2013

Tracie Harrison
Notary Public, State of TEXAS

Filed for Record in:
BRAZOS COUNTY
On: Oct 24,2013 at 04:14P
As a
NO LABEL RECORDING
Document Number: 01174299
Amount 20.00
Receipt Number - 488798
By:
Becky Wright

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Public records of:
BRAZOS COUNTY
as stamped hereon by me.
Oct 24,2013
Karen McQueen, Brazos County Clerk
BRAZOS COUNTY

total production of unitized minerals from the unit, after deducting any such minerals used for lease or unit operations, which the number of surface acres in such land (or any such separate tract) covered by this Agreement within the unit bears to the total number of surface acres in the unit.

This Agreement shall remain in force and effect for a term of five (5) years from the date hereof and, if said interest is included in a pooled unit or units within said term, so long thereafter as said unit(s) continue to produce oil and/or gas in paying quantities.

To the extent all or any portion of the lands described herein has been included in a pool or unit created by Operator prior to the execution of this instrument, the undersigned hereby ratifies, confirms and adopts the applicable Unit Designation, if any, effective as of the date of first production from said unit.

WITNESS OUR HANDS the 7th day of May, 2013.

Wendy Starks
Wendy Carolyn Starks
Address: 9051 East River Dr.
Navarre, FL 32566

ACKNOWLEDGEMENT

STATE OF Florida §

COUNTY OF Santa Rosa §

This instrument was acknowledged before me on this 7th day of May, 2013 by Wendy Carolyn Starks.

Susan Hardwick
Notary Public, State of Florida

Notary Public State of Florida
Susan Hardwick
My Commission EE119779
Expires 08/07/2015

Filed for Record
BRAZOS COUNTY
On: Oct 24,2013 at
As a
NO LABEL RECOR
Document Number:
Amount
Receipt Number - 4
By:
Becky Wright
STATE OF TEXAS
I hereby certify that
filed on the date and time
and was duly recorded in t
of the Official Public rec
BRAZOS COUNT
as stamped hereon by me.
Oct 24,2013
Karen McQueen, Brazos
BRAZOS COUNTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR DRIVERS LICENSE NUMBER.

AFFIDAVIT OF IDENTITY

STATE OF TEXAS §

COUNTY OF BRAZOS §

KNOW ALL MEN BY THESE PRESENTS, THAT:

BEFORE ME, the undersigned authority personally appeared this day, **Wendy Carolyn Starks, Affiant** known to me to be the person described herein and said person did present a driver's license, or other acceptable photograph identification, issued in the State of Florida, the last four numbers of said License # 7410, as proof of Identity and who, after being duly sworn, on her oath deposes and says:

1. My name is Wendy Carolyn Starks, and I am 43 years of age.
2. My maiden name is Wendy Carolyn Taylor.
3. I was once married to Michael David Bond, which ended in Divorce in 1989 and I was known as Wendy Bond at that time.
4. I am currently married to Joseph Starks. At this time I am known as Wendy Starks or Wendy Carolyn Starks.
5. The purpose of this Affidavit is to establish and verify that Wendy Carolyn Starks is one and the same person as Wendy Starks, Wendy Carolyn Taylor and Wendy Bond.

Wendy Carolyn Starks
Wendy Carolyn Starks

SWORN to and subscribed before me, this the 28th day of June, 2013.

Notary Public State of Florida
Susan Hardwick
My Commission EE119779
Expires 08/07/2016

Susan Hardwick
Notary Public, State of Florida

ACKNOWLEDGMENT

STATE OF Florida §

COUNTY OF Santa Rosa §

This instrument was acknowledged before me on this 28th day of June, 2013, by Wendy Carolyn Starks.

Notary Public State of Florida
Susan Hardwick
My Commission EE119779
Expires 08/07/2016

Susan Hardwick
Notary Public, State of Florida

total production of unitized minerals from the unit, after deducting any such minerals used for lease or unit operations, which the number of surface acres in such land (or any such separate tract) covered by this Agreement within the unit bears to the total number of surface acres in the unit.

This Agreement shall remain in force and effect for a term of five (5) years from the date hereof and, if said interest is included in a pooled unit or units within said term, so long thereafter as said unit(s) continue to produce oil and/or gas in paying quantities.

To the extent all or any portion of the lands described herein has been included in a pool or unit created by Operator prior to the execution of this instrument, the undersigned hereby ratifies, confirms and adopts the applicable Unit Designation, if any, effective as of the date of first production from said unit.

WITNESS OUR HANDS the 24 day of June, 2013.

Larry Wayne Taylor

Larry Wayne Taylor
Address: 940 GARRISON ST
LAKEWOOD, CO 80215

ACKNOWLEDGEMENT

STATE OF Colorado §

COUNTY OF DENVER §

This instrument was acknowledged before me on this 24 day of JUNE, 2013 by Larry Wayne Taylor.

David N Bennett

Notary Public, State of 7/29/2016

DAVE N. BENNETT
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 07/29/2016

Filed for Record i
BRAZOS COUNTY
On: Oct 24,2013 at
As a
NO LABEL RECOR
Document Number: 0
Amount
Receipt Number - 48
By:
Becky Wright

STATE OF TEXAS
I hereby certify that
filed on the date and time
and was duly recorded in th
of the Official Public reco
BRAZOS COUNTY
as stamped hereon by me.
Oct 24,2013
Karen McQueen, Brazos
BRAZOS COUNTY

from production of unitized minerals from the unit, after deducting any such minerals used for lease or unit operations, which the number of surface acres in such land (or any such separate tract) covered by this Agreement within the unit bears to the total number of surface acres in the unit.

This Agreement shall remain in force and effect for a term of five (5) years from the date hereof and, if said interest is included in a pooled unit or units within said term, so long thereafter as said unit(s) continue to produce oil and/or gas in paying quantities.

To the extent all or any portion of the lands described herein has been included in a pool or unit created by Operator prior to the execution of this instrument, the undersigned hereby ratifies, confirms and adopts the applicable Unit Designation, if any, effective as of the date of first production from said unit.

WITNESS OUR HANDS the 8 day of June, 2013.

Julie Taylor

Julie Taylor
Address: 10222 River Palencia Ct
Riverview, FL 33578

ACKNOWLEDGEMENT

STATE OF Florida §

COUNTY OF Hillsborough §

This instrument was acknowledged before me on this 8 day of June, 2013 2013 by Julie Taylor.

PATRICK WOMBEY
Notary Public - State of Florida
My Comm. Expires Dec 28, 2015
Commission # EE 156199

Notary Public, State of Florida

Filed for Record
BRAZOS COUNTY
On: Oct 24,2013 at
As a
NO LABEL RECO
Document Number:
Amount
Receipt Number - 4
By:
Becky Wright

STATE OF TEXAS
I hereby certify that
filed on the date and time
and was duly recorded in th
of the Official Public reco

BRAZOS COUNTY
as stamped hereon by me.
Oct 24,2013

Karen McQueen, Brazos C
BRAZOS COUNTY

total production of unitized minerals from the unit, after deducting any such minerals used for lease or unit operations, which the number of surface acres in such land (or any such separate tract) covered by this Agreement within the unit bears to the total number of surface acres in the unit.

This Agreement shall remain in force and effect for a term of five (5) years from the date hereof and, if said interest is included in a pooled unit or units within said term, so long thereafter as said unit(s) continue to produce oil and/or gas in paying quantities.

To the extent all or any portion of the lands described herein has been included in a pool or unit created by Operator prior to the execution of this instrument, the undersigned hereby ratifies, confirms and adopts the applicable Unit Designation, if any, effective as of the date of first production from said unit.

WITNESS OUR HANDS the 7th day of May, 2013.

Jonathan Taylor
Address: 2995 Ensenadda St
Navarre FL 32566

ACKNOWLEDGEMENT

STATE OF Florida §

COUNTY OF Santa Rosa §

This instrument was acknowledged before me on this 7th day of May, 2013 by Jonathan Taylor.

Susan Hardwick
Notary Public, State of Florida

Notary Public State of Florida
Susan Hardwick
My Commission EE119779
Expires 08/07/2015

Filed for Record i
BRAZOS COUNTY
On: Oct 24,2013 at
As a
NO LABEL RECOR
Document Number: 0
Amount
Receipt Number - 48
By:
Becky Wright

STATE OF TEXAS
I hereby certify that
filed on the date and time
and was duly recorded in th
of the Official Public reco

BRAZOS COUNTY
as stamped hereon by me.
Oct 24,2013

Karen McQueen, Brazos C
BRAZOS COUNTY

Appointment of Agent for Property Tax Matters

This form is for use by a property owner in designating a lessee or other person to act as the owner's agent in property tax matters. You should read all applicable law and rules carefully, including Tax Code Section 1.111 and Comptroller Rule 9.3044. This designation will not take effect until filed with the appropriate appraisal district. Once effective, this designation will be in effect until the earlier of (1) the date of a written revocation filed with the appraisal district by the owner or the owner's designated agent, or (2) the expiration date, if any, designated below.

In some cases, you may want to contact your appraisal district or other local taxing units for free information and/or forms concerning your case before designating an agent.

Brazos County, Bryan ISD, EMG SVCS District #2
Appraisal District Name

Date Received *(appraisal district use only)*

STEP 1: Owner's Name and Address:

Emilly Carrick McDonald Arnot
Name

713-223-8999
Telephone Number *(include area code)*

2211 B. Potomac Dr.
Address

Houston, Texas 77057
City, State, Zip Code

STEP 2: Identify the Property for Which Authority is Granted. Identify all property for which you are granting the agent authority and, unless granting authority for all property listed for you, provide at least one of the property identifiers listed below (appraisal district account number, physical or situs address, or legal description). A chief appraiser may, if necessary to identify the property, request additional information. In lieu of listing property below, you may attach a list of all property to which this appointment applies, denoting the total number of additional pages attached in the lower right-hand corner below.

(check one)

☐ all property listed for me at the above address

☑ the property(ies) listed below:

369664
Appraisal District Account Number

Robinson-Poteet 1 H 300262338-000 Wildfire Energy/Madisonville, W. (Wood AB 25? James
Physical or Situs Address of Property

Robinson-Poteet 1 H 300262338-000 HAwkwood Energ/Madisonville, W. (Wood Ab 25 /James Sur,Brazos County, Texas
Legal Description

Appraisal District Account Number

Physical or Situs Address of Property

Legal Description

Appraisal District Account Number

Physical or Situs Address of Property

Legal Description

Appraisal District Account Number

Physical or Situs Address of Property

Legal Description

If you have additional property for which authority is granted, attach additional sheets providing the appraisal district account number, physical or situs address, or legal description for each property.
Identify here the number of additional sheets attached: .....

Texas Comptroller of Public Accounts — Form 50-162

STEP 3: Identify the Agent

William G. Arnot III
Name

713-223-8999
Telephone Number *(include area code)*

2211 B. Potomac Drive
Address

Houston, Texas 77057
City, State, Zip Code

STEP 4: Specify the Agent's Authority

The agent identified above is authorized to represent me in (check one):

☐ all property tax matters concerning the property identified

☑ the following specific property tax matters:
Overpayment of taxes from 2014-2020 on property 369664

The agent identified above is authorized to receive confidential information pursuant to Tax Code Sections 11.48(b)(2), 22.27(b)(2), 23.123(c)(2), 23.126(c)(2) and 23.45(b)(2): ☐ Yes ☐ No

I hereby direct, as indicated below, the appraisal district, appraisal review board, and each taxing unit participating in the appraisal district to deliver the documents checked below to the agent identified above regarding the property identified. I acknowledge that such documents will be delivered only to the agent at the agent's address indicated above and will not be delivered to me unless the affected offices choose to send me copies or are otherwise required by law. I understand that these documents can affect my legal rights and that the appraisal district, appraisal review board and the taxing units are not required to send me copies if I direct them to deliver the documents to my agent.

✓ all communications from the chief appraiser

✓ all communications from the appraisal review board

✓ all communications from all taxing units participating in the appraisal district

STEP 5: Date the Agent's Authority Ends

Pursuant to Tax Code Section 1.111(c), this designation remains in effect until the date indicated or until a written revocation is filed with the appraisal district by the property owner or the owner's designated agent. A designation may be made to expire according to its own terms but is still subject to prior revocation by the property owner or designated agent. Pursuant to Tax Code Section 1.111(d), a property owner may not designate more than one agent to represent the property owner in connection with an item of property. The designation of an agent in connection with an item of property revokes any previous designation of an agent in connection with that item of property. By designating an agent on this form, previous designations of other agents in connection with the items of property shown on the form are revoked.

Date Agent's Authority Ends .....

STEP 6: Identification, Signature, and Date

sign here ▶ Emily Carrick McDonald Arnot — 2-13-24

Signature of Property Owner, Property Manager or Other Person Authorized to Act on Behalf of the Property Owner* — Date

print here ▶ Emily Carrick McDonald Arnot

Printed Name of Property Owner, Property Manager or Other Person Authorized to Act on Behalf of the Property Owner — Title

The individual signing this form is (check one):

☑ the property owner

☐ a property manager authorized to designate agents for the owner

☐ other person authorized to act on behalf of the owner other than the person being designated as agent

* This form must be signed by the property owner, a property manager authorized to designate agents for the owner or other person authorized to act on behalf of the owner other than the person being designated as agent. If you are a person other than the property owner, the appraisal district may request a copy of the document(s) authorizing you to designate agents or act on behalf of the property owner.

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

Appointment of Agent for Property Tax Matters

This form is for use by a property owner in designating a lessee or other person to act as the owner's agent in property tax matters. You should read all applicable law and rules carefully, including Tax Code Section 1.111 and Comptroller Rule 9.3044. This designation will not take effect until filed with the appropriate appraisal district. Once effective, this designation will be in effect until the earlier of (1) the date of a written revocation filed with the appraisal district by the owner or the owner's designated agent, or (2) the expiration date, if any, designated below.

In some cases, you may want to contact your appraisal district or other local taxing units for free information and/or forms concerning your case before designating an agent.

EMG SVCS District #2
Appraisal District Name

Date Received *(appraisal district use only)*

STEP 1: Owner's Name and Address

Donald Hemphill McDonald, Jr.
Name

325-698-3228
Telephone Number *(include area code)*

1309 Glenwood Dr.
Address

Abilene, Texas 79605-4901
City, State, Zip Code

STEP 2: Identify the Property for Which Authority is Granted. Identify all property for which you are granting the agent authority, and, unless granting authority for all property listed for you, provide at least one of the property identifiers listed below (appraisal district account number, physical or situs address, or legal description). A chief appraiser may, if necessary to identify the property, request additional information. In lieu of listing property below, you may attach a list of all property to which this appointment applies, denoting the total number of additional pages attached in the lower right-hand corner below.

(check one)

☑ all property listed for me at the above address

☐ the property(ies) listed below:

Appraisal District Account Number | Physical or Situs Address of Property

Legal Description

Appraisal District Account Number | Physical or Situs Address of Property

Legal Description

Appraisal District Account Number | Physical or Situs Address of Property

Legal Description

Appraisal District Account Number | Physical or Situs Address of Property

Legal Description

If you have additional property for which authority is granted, attach additional sheets providing the appraisal district account number, physical or situs address, or legal description for each property.
Identify here the number of additional sheets attached: .....

Texas Comptroller of Public Accounts — Form 50-162

STEP 3: Identify the Agent

William G. Arnot, III
Name

713-223-8999
Telephone Number *(include area code)*

2211 B. Potomac Dr.
Address

Houston, Texas 77057
City, State, Zip Code

STEP 4: Specify the Agent's Authority

The agent identified above is authorized to represent me in (check one):

☐ all property tax matters concerning the property identified

☑ the following specific property tax matters:
Overpayment of taxes from 2014-2020 on property 369664

The agent identified above is authorized to receive confidential information pursuant to Tax Code Sections 11.48(b)(2), 22.27(b)(2), 23.123(c)(2), 23.126(c)(2) and 23.45(b)(2): ☑ Yes ☐ No

I hereby direct, as indicated below, the appraisal district, appraisal review board, and each taxing unit participating in the appraisal district to deliver the documents checked below to the agent identified above regarding the property identified. I acknowledge that such documents will be delivered only to the agent at the agent's address indicated above and will not be delivered to me unless the affected offices choose to send me copies or are otherwise required by law. I understand that these documents can affect my legal rights and that the appraisal district, appraisal review board and the taxing units are not required to send me copies if I direct them to deliver the documents to my agent.

☑ all communications from the chief appraiser

☑ all communications from the appraisal review board

☑ all communications from all taxing units participating in the appraisal district

STEP 5: Date the Agent's Authority Ends

Pursuant to Tax Code Section 1.111(d) this designation remains in effect until the date indicated or until a written revocation is filed with the appraisal district by the property owner or the owner's designated agent. A designation may be made to expire according to its own terms but is still subject to prior revocation by the property owner or designated agent. Pursuant to Tax Code Section 1.111(d) a property owner may not designate more than one agent to represent the property owner in connection with an item of property. The designation of an agent in connection with an item of property revokes any previous designation of an agent in connection with that item of property. By designating an agent on this form, previous designations of other agents in connection with the items of property shown on the form are revoked.

Date Agent's Authority Ends 12/31/2026

STEP 6: Identification, Signature, and Date

sign here Donald Hemphill McDonald, Jr
Signature of Property Owner, Property Manager or Other Person Authorized to Act on Behalf of the Property Owner*

01-22/2024
Date

print here Donald Hemphill McDonald
Printed Name of Property Owner, Property Manager or Other Person Authorized to Act on Behalf of the Property Owner

Mr.
Title

The individual signing this form is (check one):

☑ the property owner

☐ a property manager authorized to designate agents for the owner

☐ other person authorized to act on behalf of the owner other than the person being designated as agent

* This form must be signed by the property owner, a property manager authorized to designate agents for the owner or other person authorized to act on behalf of the owner other than the person being designated as agent. If you are a person other than the property owner, the appraisal district may request a copy of the document(s) authorizing you to designate agents or act on behalf of the property owner.

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

For more information, visit our website: **comptroller.texas.gov/taxes/property-tax**

Texas Comptroller of Public Accounts | Form 50-162

Appointment of Agent for Property Tax Matters

This form is for use by a property owner in designating a lessee or other person to act as the owner's agent in property tax matters. You should read all applicable law and rules carefully, including Tax Code Section 1.111 and Comptroller Rule 9.3044. This designation will not take effect until filed with the appropriate appraisal district. Once effective, this designation will be in effect until the earlier of (1) the date of a written revocation filed with the appraisal district by the owner or the owner's designated agent, or (2) the expiration date, if any, designated below.

In some cases, you may want to contact your appraisal district or other local taxing units for free information and/or forms concerning your case before designating an agent.

Brazos County, Bryan ISD, EMG SVCS District #2
Appraisal District Name

Date Received *(appraisal district use only)*

STEP 1: Owner's Name and Address:

George M. McDonald III
Name

972-979-1347
Telephone Number *(include area code)*

238 Meadowlark Drive
Address

Richardson, TX 75080
City, State, Zip Code

STEP 2: Identify the Property for Which Authority is Granted.

Identify all property for which you are granting the agent authority and, unless granting authority for all property listed for you, provide at least one of the property identifiers listed below (appraisal district account number, physical or situs address, or legal description). A chief appraiser may, if necessary to identify the property, request additional information. In lieu of listing property below, you may attach a list of all property to which this appointment applies, denoting the total number of additional pages attached in the lower right-hand corner below.

(check one)

☐ all property listed for me at the above address

☑ the property(ies) listed below:

369664
Appraisal District Account Number

Robinson-Poteet 1 H 300262338-000 Wildfire Energ/Madisonville, W. (Wood AB 25/ James,
Physical or Situs Address of Property

Robinson-Poteet 1H 30026238-000 Hawkwood Energ/Madisonville, W.(Wood AB 25 /James, T Sur, Brazos County, Texas
Legal Description

Appraisal District Account Number

Physical or Situs Address of Property

Legal Description

Appraisal District Account Number

Physical or Situs Address of Property

Legal Description

Appraisal District Account Number

Physical or Situs Address of Property

Legal Description

If you have additional property for which authority is granted, attach additional sheets providing the appraisal district account number, physical or situs address, or legal description for each property. Identify here the number of additional sheets attached: .....

Texas Comptroller of Public Accounts | Form 50-162

STEP 3: Identify the Agent:

William G. Arnot, III
Name

713-223-8999
Telephone Number *(include area code)*

2211 B Potomac Drive
Address

Houston, TX 77057
City, State, Zip Code

STEP 4: Specify the Agent's Authority

The agent identified above is authorized to represent me in (check one):

☐ all property tax matters concerning the property identified

☑ the following specific property tax matters:
Overpayment of taxes from 2014-2020 on property 369664

The agent identified above is authorized to receive confidential information pursuant to Tax Code Sections 11.48(b)(2), 22.27(b)(2), 23.123(c)(2), 23.126(c)(2) and 23.45(b)(2): ☑ Yes ☐ No

I hereby direct, as indicated below, the appraisal district, appraisal review board, and each taxing unit participating in the appraisal district to deliver the documents checked below to the agent identified above regarding the property identified. I acknowledge that such documents will be delivered only to the agent at the agent's address indicated above and will not be delivered to me unless the affected offices choose to send me copies or are otherwise required by law. I understand that these documents can affect my legal rights and that the appraisal district, appraisal review board and the taxing units are not required to send me copies if I direct them to deliver the documents to my agent.

☑ all communications from the chief appraiser

☑ all communications from the appraisal review board

☑ all communications from all taxing units participating in the appraisal district

STEP 5: Date the Agent's Authority Ends. Pursuant to Tax Code Section 1.111(c), this designation remains in effect until the date indicated or until a written revocation is filed with the appraisal district by the property owner or the owner's designated agent. A designation may be made to expire according to its own terms but is still subject to prior revocation by the property owner or designated agent. Pursuant to Tax Code Section 1.111(d), a property owner may not designate more than one agent to represent the property owner in connection with an item of property. The designation of an agent in connection with an item of property revokes any previous designation of an agent in connection with that item of property. By designating an agent on this form, previous designations of other agents in connection with the items of property shown on the form are revoked.

Date Agent's Authority Ends 12/31/2026

STEP 6: Identification, Signature, and Date:

sign here ▶ George M. McDonald, III
Signature of Property Owner, Property Manager or Other Person Authorized to Act on Behalf of the Property Owner*

01/21/2024
Date

print here ▶ George M. McDonald III
Printed Name of Property Owner, Property Manager or Other Person Authorized to Act on Behalf of the Property Owner

Mr.
Title

The individual signing this form is (check one):

☑ the property owner

☐ a property manager authorized to designate agents for the owner

☐ other person authorized to act on behalf of the owner other than the person being designated as agent

* This form must be signed by the property owner, a property manager authorized to designate agents for the owner or other person authorized to act on behalf of the owner other than the person being designated as agent. If you are a person other than the property owner, the appraisal district may request a copy of the document(s) authorizing you to designate agents or act on behalf of the property owner.

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

Texas Comptroller of Public Accounts

Form 50-162

Appointment of Agent for Property Tax Matters

This form is for use by a property owner in designating a lessee or other person to act as the owner's agent in property tax matters. You should read all applicable law and rules carefully, including Tax Code Section 1.111 and Comptroller Rule 9.3044. This designation will not take effect until filed with the appropriate appraisal district. Once effective, this designation will be in effect until the earlier of (1) the date of a written revocation filed with the appraisal district by the owner or the owner's designated agent, or (2) the expiration date, if any, designated below.

In some cases, you may want to contact your appraisal district or other local taxing units for free information and/or forms concerning your case before designating an agent.

Brazos County, Bryan ISD, EMG SVCS District #2
Appraisal District Name

Date Received *(appraisal district use only)*

STEP 1: Owner's Name and Address

Wendy Carolyn Starks
Name

850-499-4309
Telephone Number *(include area code)*

9051 East River Drive
Address

Navarre, Florida, 32566
City, State, Zip Code

STEP 2: Identify the Property for Which Authority is Granted

Identify all property for which you are granting the agent authority and, unless granting authority for all property listed for you, provide at least one of the property identifiers listed below (appraisal district account number, physical or situs address, or legal description). A chief appraiser may, if necessary to identify the property, request additional information. In lieu of listing property below, you may attach a list of all property to which this appointment applies, denoting the total number of additional pages attached in the lower right-hand corner below.

(check one)

☐ all property listed for me at the above address

☑ the property(ies) listed below:

369664
Appraisal District Account Number

Physical or Situs Address of Property

Robinson-Poteet 1H 30026238-000 Hawkwood Energ/Madisonville, W.(Wood AB 25 /James, T Sur, Brazos County, Texas
Legal Description

Appraisal District Account Number

Physical or Situs Address of Property

Legal Description

Appraisal District Account Number

Physical or Situs Address of Property

Legal Description

Appraisal District Account Number

Physical or Situs Address of Property

Legal Description

If you have additional property for which authority is granted, attach additional sheets providing the appraisal district account number, physical or situs address, or legal description for each property. Identify here the number of additional sheets attached: .....

Texas Comptroller of Public Accounts

Form 50-162

STEP 3: Identify the Agent:

William G. Arnot, III
Name

713-223-8999
Telephone Number *(include area code)*

2211 B Potomac Drive
Address

Houston, TX 77057
City, State, Zip Code

STEP 4: Specify the Agent's Authority:

The agent identified above is authorized to represent me in (check one):

☐ all property tax matters concerning the property identified

☑ the following specific property tax matters:
Overpayment of taxes from 2014-2020 on property 369664

The agent identified above is authorized to receive confidential information pursuant to Tax Code Sections 11.48(b)(2), 22.27(b)(2), 23.123(c)(2), 23.126(c)(2) and 23.45(b)(2): ☑ Yes ☐ No

I hereby direct, as indicated below, the appraisal district, appraisal review board, and each taxing unit participating in the appraisal district to deliver the documents checked below to the agent identified above regarding the property identified. I acknowledge that such documents will be delivered only to the agent at the agent's address indicated above and will not be delivered to me unless the affected offices choose to send me copies or are otherwise required by law. I understand that these documents can affect my legal rights and that the appraisal district, appraisal review board and the taxing units are not required to send me copies if I direct them to deliver the documents to my agent.

☑ all communications from the chief appraiser

☑ all communications from the appraisal review board

☑ all communications from all taxing units participating in the appraisal district

STEP 5: Date the Agent's Authority Ends.

Pursuant to Tax Code Section 1.111(c), this designation remains in effect until the date indicated or until a written revocation is filed with the appraisal district by the property owner or the owner's designated agent. A designation may be made to expire according to its own terms but is still subject to prior revocation by the property owner or designated agent. Pursuant to Tax Code Section 1.111(d), a property owner may not designate more than one agent to represent the property owner in connection with an item of property. The designation of an agent in connection with an item of property revokes any previous designation of an agent in connection with that item of property. By designating an agent on this form, previous designations of other agents in connection with the items of property shown on the form are revoked.

Date Agent's Authority Ends 12/31/2026

STEP 6: Identification, Signature, and Date:

sign here ▶ Wendy C. Starks
Signature of Property Owner, Property Manager or Other Person Authorized to Act on Behalf of the Property Owner*

2/3/24
Date

print here ▶ Wendy Carolyn Starks
Printed Name of Property Owner, Property Manager or Other Person Authorized to Act on Behalf of the Property Owner

Mrs.
Title

The individual signing this form is (check one):

☑ the property owner

☐ a property manager authorized to designate agents for the owner

☐ other person authorized to act on behalf of the owner other than the person being designated as agent

* This form must be signed by the property owner, a property manager authorized to designate agents for the owner or other person authorized to act on behalf of the owner other than the person being designated as agent. If you are a person other than the property owner, the appraisal district may request a copy of the document(s) authorizing you to designate agents or act on behalf of the property owner.

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

For more information, visit our website: **comptroller.texas.gov/taxes/property-tax**

Texas Comptroller of Public Accounts | Form 50-162

Appointment of Agent for Property Tax Matters

This form is for use by a property owner in designating a lessee or other person to act as the owner's agent in property tax matters. You should read all applicable law and rules carefully, including Tax Code Section 1.111 and Comptroller Rule 9.3044. This designation will not take effect until filed with the appropriate appraisal district. Once effective, this designation will be in effect until the earlier of (1) the date of a written revocation filed with the appraisal district by the owner or the owner's designated agent, or (2) the expiration date, if any, designated below.

In some cases, you may want to contact your appraisal district or other local taxing units for free information and/or forms concerning your case before designating an agent.

Brazos County, Bryan ISD, EMG SVCS District #2
Appraisal District Name

Date Received *(appraisal district use only)*

STEP 1: Owner's Name and Address

Julie Taylor
Name

813-951-4143
Telephone Number *(include area code)*

2532 S 153rd Cir
Address

Omaha, Ne 68144
City, State, Zip Code

STEP 2: Identify the Property for Which Authority is Granted. Identify all property for which you are granting the agent authority, and, unless granting authority for all property listed for you, provide at least one of the property identifiers listed below (appraisal district account number, physical or situs address, or legal description). A chief appraiser may, if necessary to identify the property, request additional information. In lieu of listing property below, you may attach a list of all property to which this appointment applies, denoting the total number of additional pages attached in the lower right-hand corner below.

(check one)

☐ all property listed for me at the above address

☑ the property(ies) listed below:

369664
Appraisal District Account Number

Robinson-Poteet 1 H 300262338-000 Hawkwood Energ/Madisonville, W. (Wood AB 25/ Jame
Physical or Situs Address of Property

Robinson-Poteet 1H 30026238-000 Hawkwood Energ/Madisonville, W.(Wood AB 25 /James, T Sur, Brazos County, Texas
Legal Description

Appraisal District Account Number

Physical or Situs Address of Property

Legal Description

Appraisal District Account Number

Physical or Situs Address of Property

Legal Description

Appraisal District Account Number

Physical or Situs Address of Property

Legal Description

If you have additional property for which authority is granted, attach additional sheets providing the appraisal district account number, physical or situs address, or legal description for each property. Identify here the number of additional sheets attached: .....

Texas Comptroller of Public Accounts | Form 50-162

STEP 3: Identify the Agent

William G. Arnot, III
Name

713-223-8999
Telephone Number *(include area code)*

2211 B Potomac Drive
Address

Houston, TX 77057
City, State, Zip Code

STEP 4: Specify the Agent's Authority

The agent identified above is authorized to represent me in (check one):

☐ all property tax matters concerning the property identified

☑ the following specific property tax matters:
Overpayment of taxes from 2014-2020 on property 369664

The agent identified above is authorized to receive confidential information pursuant to Tax Code Sections 11.48(b)(2), 22.27(b)(2), 23.123(c)(2), 23.126(c)(2) and 23.45(b)(2): ☑ Yes ☐ No

I hereby direct, as indicated below, the appraisal district, appraisal review board, and each taxing unit participating in the appraisal district to deliver the documents checked below to the agent identified above regarding the property identified. I acknowledge that such documents will be delivered only to the agent at the agent's address indicated above and will not be delivered to me unless the affected offices choose to send me copies or are otherwise required by law. I understand that these documents can affect my legal rights and that the appraisal district, appraisal review board and the taxing units are not required to send me copies if I direct them to deliver the documents to my agent.

☑ all communications from the chief appraiser

☑ all communications from the appraisal review board

☑ all communications from all taxing units participating in the appraisal district

STEP 5: Date the Agent's Authority Ends

Pursuant to Tax Code Section 1.111(c), this designation remains in effect until the date indicated or until a written revocation is filed with the appraisal district by the property owner or the owner's designated agent. A designation may be made to expire according to its own terms but is still subject to prior revocation by the property owner or designated agent. Pursuant to Tax Code Section 1.111(d), a property owner may not designate more than one agent to represent the property owner in connection with an item of property. The designation of an agent in connection with an item of property revokes any previous designation of an agent in connection with that item of property. By designating an agent on this form, previous designations of other agents in connection with the items of property shown on the form are revoked.

Date Agent's Authority Ends 12/31/2026

STEP 6: Identification, Signature, and Date

sign here ➧ Julie Taylor

Signature of Property Owner, Property Manager or Other Person Authorized to Act on Behalf of the Property Owner*

01/23/24
Date

print here ➧ Julie Taylor

Printed Name of Property Owner, Property Manager or Other Person Authorized to Act on Behalf of the Property Owner

Title

The individual signing this form is (check one):

☑ the property owner

☐ a property manager authorized to designate agents for the owner

☐ other person authorized to act on behalf of the owner other than the person being designated as agent

* This form must be signed by the property owner, a property manager authorized to designate agents for the owner or other person authorized to act on behalf of the owner other than the person being designated as agent. If you are a person other than the property owner, the appraisal district may request a copy of the document(s) authorizing you to designate agents or act on behalf of the property owner.

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

Texas Comptroller of Public Accounts | Form 50-162

Appointment of Agent for Property Tax Matters

This form is for use by a property owner in designating a lessee or other person to act as the owner's agent in property tax matters. You should read all applicable law and rules carefully, including Tax Code Section 1.111 and Comptroller Rule 9.3044. This designation will not take effect until filed with the appropriate appraisal district. Once effective, this designation will be in effect until the earlier of (1) the date of a written revocation filed with the appraisal district by the owner or the owner's designated agent, or (2) the expiration date, if any, designated below.

In some cases, you may want to contact your appraisal district or other local taxing units for free information and/or forms concerning your case before designating an agent.

Brazos County, Bryan ISD, EMG SVCS District #2
Appraisal District Name

Date Received *(appraisal district use only)*

STEP 1: Owner's Name and Address:

Larry Wayne Taylor
Name

720-985-1289
Telephone Number *(include area code)*

11335 Nahcolite Pt Apt 104
Address

Colorado Springs, CO 80921
City, State, Zip Code

STEP 2: Identify the Property for Which Authority is Granted. Identify all property for which you are granting the agent authority and, unless granting authority for all property listed for you, provide at least one of the property identifiers listed below (appraisal district account number, physical or situs address, or legal description). A chief appraiser may, if necessary to identify the property, request additional information. In lieu of listing property below, you may attach a list of all property to which this appointment applies, denoting the total number of additional pages attached in the lower right-hand corner below.

(check one)

☐ all property listed for me at the above address

☑ the property(ies) listed below:

369664
Appraisal District Account Number — Physical or Situs Address of Property

Robinson-Poteet 1H 30026238-000 Hawkwood Energ/Madisonville, W.(Wood AB 25 /James, T Sur, Brazos County, Texas
Legal Description

Appraisal District Account Number — Physical or Situs Address of Property

Legal Description

Appraisal District Account Number — Physical or Situs Address of Property

Legal Description

Appraisal District Account Number — Physical or Situs Address of Property

Legal Description

If you have additional property for which authority is granted, attach additional sheets providing the appraisal district account number, physical or situs address, or legal description for each property. Identify here the number of additional sheets attached: .....

STEP 3: Identify the Agent

William G. Arnot, III
Name

713-223-8999
Telephone Number *(include area code)*

2211 B Potomac Drive
Address

Houston, TX 77057
City, State, Zip Code

STEP 4: Specify the Agent's Authority

The agent identified above is authorized to represent me in (check one):

☐ all property tax matters concerning the property identified

☑ the following specific property tax matters:
Overpayment of taxes from 2014-2020 on property 369664

The agent identified above is authorized to receive confidential information pursuant to Tax Code Sections 11.48(b)(2), 22.27(b)(2), 23.123(c)(2), 23.126(c)(2) and 23.45(b)(2): ☑ Yes ☐ No

I hereby direct, as indicated below, the appraisal district, appraisal review board, and each taxing unit participating in the appraisal district to deliver the documents checked below to the agent identified above regarding the property identified. I acknowledge that such documents will be delivered only to the agent at the agent's address indicated above and will not be delivered to me unless the affected offices choose to send me copies or are otherwise required by law. I understand that these documents can affect my legal rights and that the appraisal district, appraisal review board and the taxing units are not required to send me copies if I direct them to deliver the documents to my agent.

☑ all communications from the chief appraiser

☑ all communications from the appraisal review board

☑ all communications from all taxing units participating in the appraisal district

STEP 5: Date the Agent's Authority Ends

Pursuant to Tax Code Section 1.111(c), this designation remains in effect until the date indicated or until a written revocation is filed with the appraisal district by the property owner or the owner's designated agent. A designation may be made to expire according to its own terms but is still subject to prior revocation by the property owner or designated agent. Pursuant to Tax Code Section 1.111(d), a property owner may not designate more than one agent to represent the property owner in connection with an item of property. The designation of an agent in connection with an item of property revokes any previous designation of an agent in connection with that item of property. By designating an agent on this form, previous designations of other agents in connection with the items of property shown on the form are revoked.

Date Agent's Authority Ends 12/31/2026

STEP 6: Identification, Signature, and Date

sign here ▶ Larry Taylor

Signature of Property Owner, Property Manager or Other Person Authorized to Act on Behalf of the Property Owner*

Date 02/12/2024

print here ▶ Larry Wayne Taylor

Printed Name of Property Owner, Property Manager or Other Person Authorized to Act on Behalf of the Property Owner

Mr.
Title

The individual signing this form is (check one):

☑ the property owner

☐ a property manager authorized to designate agents for the owner

☐ other person authorized to act on behalf of the owner other than the person being designated as agent

* This form must be signed by the property owner, a property manager authorized to designate agents for the owner or other person authorized to act on behalf of the owner other than the person being designated as agent. If you are a person other than the property owner, the appraisal district may request a copy of the document(s) authorizing you to designate agents or act on behalf of the property owner.

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

Texas Comptroller of Public Accounts Form 50-162

Appointment of Agent for Property Tax Matters

This form is for use by a property owner in designating a lessee or other person to act as the owner's agent in property tax matters. You should read all applicable law and rules carefully, including Tax Code Section 1.111 and Comptroller Rule 9.3044. This designation will not take effect until filed with the appropriate appraisal district. Once effective, this designation will be in effect until the earlier of (1) the date of a written revocation filed with the appraisal district by the owner or the owner's designated agent, or (2) the expiration date, if any, designated below.

In some cases, you may want to contact your appraisal district or other local taxing units for free information and/or forms concerning your case before designating an agent.

Brazos County, Bryan ISD, EMG SVCS District #2
Appraisal District Name

Date Received *(appraisal district use only)*

STEP 1: Owner's Name and Address

Jonathan Taylor
Name

850-685-1938
Telephone Number *(include area code)*

4801 53rd street
Address

Port Arthur Texas 77642
City, State, Zip Code

STEP 2: Identify the Property for Which Authority is Granted. Identify all property for which you are granting the agent authority and, unless granting authority for all property listed for you, provide at least one of the property identifiers listed below (appraisal district account number, physical or situs address, or legal description). A chief appraiser may, if necessary to identify the property, request additional information. In lieu of listing property below, you may attach a list of all property to which this appointment applies, denoting the total number of additional pages attached in the lower right-hand corner below.

(check one)

☐ all property listed for me at the above address

☑ the property(ies) listed below:

369664 — Robinson-Poteet 1 H 300262338-000 Hawkwood Energ/Madisonville, W. (Wood AB 25/ Jam
Appraisal District Account Number — Physical or Situs Address of Property

Robinson-Poteet 1H 30026238-000 Hawkwood Energ/Madisonville, W.(Wood AB 25 /James, T Sur, Brazos County, Texas
Legal Description

Appraisal District Account Number — Physical or Situs Address of Property

Legal Description

Appraisal District Account Number — Physical or Situs Address of Property

Legal Description

Appraisal District Account Number — Physical or Situs Address of Property

Legal Description

If you have additional property for which authority is granted, attach additional sheets providing the appraisal district account number, physical or situs address, or legal description for each property.
Identify here the number of additional sheets attached: .....

STEP 3: Identify the Agent

William G. Arnot, III
Name

713-223-8999
Telephone Number *(include area code)*

2211 B Potomac Drive
Address

Houston, TX 77057
City, State, Zip Code

STEP 4: Specify the Agent's Authority

The agent identified above is authorized to represent me in (check one):

☐ all property tax matters concerning the property identified

☑ the following specific property tax matters:
Overpayment of taxes from 2014-2020 on property 369664

The agent identified above is authorized to receive confidential information pursuant to Tax Code Sections 11.48(b)(2), 22.27(b)(2), 23.123(c)(2), 23.126(c)(2) and 23.45(b)(2): ☑ Yes ☐ No

I hereby direct, as indicated below, the appraisal district, appraisal review board, and each taxing unit participating in the appraisal district to deliver the documents checked below to the agent identified above regarding the property identified. I acknowledge that such documents will be delivered only to the agent at the agent's address indicated above and will not be delivered to me unless the affected offices choose to send me copies or are otherwise required by law. I understand that these documents can affect my legal rights and that the appraisal district, appraisal review board and the taxing units are not required to send me copies if I direct them to deliver the documents to my agent.

☑ all communications from the chief appraiser

☑ all communications from the appraisal review board

☑ all communications from all taxing units participating in the appraisal district

STEP 5: Date the Agent's Authority Ends

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Date Agent's Authority Ends 12/31/2026

STEP 6: Identification, Signature, and Date

sign here ▶ Jonathan Taylor
Signature of Property Owner, Property Manager or Other Person Authorized to Act on Behalf of the Property Owner*

1-21-24
Date

print here ▶ Jonathan Taylor
Printed Name of Property Owner, Property Manager or Other Person Authorized to Act on Behalf of the Property Owner

Mr.
Title

The individual signing this form is (check one):

☑ the property owner

☐ a property manager authorized to designate agents for the owner

☐ other person authorized to act on behalf of the owner other than the person being designated as agent

* This form must be signed by the property owner, a property manager authorized to designate agents for the owner or other person authorized to act on behalf of the owner other than the person being designated as agent. If you are a person other than the property owner, the appraisal district may request a copy of the document(s) authorizing you to designate agents or act on behalf of the property owner.

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

January 31, 2024

Brazos Central Appraisal District
4051 Pendleton Drive
Bryan, Texas 77802-2465

Brazos County Commissioners Court
Attn: Assistant County Attorney
200 S. Texas Ave. #218
Bryan, TX 77803

Board of Trustees
Bryan Independent School District
Attn: Finance Officer
8041 S Ennis Street
Bryan, TX 77803-4642

Brazos County ESD #3
Attn: Finance Officer
P.O. Boz 2681
Bryan, TX, 77805

RE: Penalty 2022 Taxes on 3 acres, $760.340..

Dear Sir:

I became a new property owner in Brazos County on July 1, 2022. I purchased a home and 9 acres, with the help of University Title Co. I received the Warranty Deed recorded under Document Number 1476504 in the Official Records of Brazos County, Texas. It was recorded under Track 1, 6 ½ acres and Track 2, 3 acres. I went to the Brazos Central Appraisal District to file for Homestead Exemption and filed it from Leon Central Appraisal District on August 17, 2022.

I paid my corrected tax statement for 2022 in the amount of $9,720.20 on December 19, 2022.

and was referred to Amber King. She informed me she had the forms and would send me a corrected 2023 statement which I received in January of 2024 with the homestead exemption in the amount of $5,890.38, which I paid. As I was going over the statement I realized it was only for the 6 ½ acres. I called Amber again and she said she had no record of the other 3 acres in my name and to call the University Title, which I did and they said it was recorded and filed. I called Amber she informed me that I had to talk to David Fisk. He told me that it was on his desk in a pile waiting on a Probated Will to be received and to call University Title, which I did. They told me it was clear and recorded. I talked to my Attorney and she said no way would University Title give me a clear title without all being in order.

I got on line and downloaded my tax statements for the 3 acres for 2022, and 2023 which appeared in my name and came to the office and paid them.
I was penalized for not paying the 2022 taxes which were not in my name.

As you can see, it has been a real mess and problem for all! We are all to blame but I don't think I should have to be penalized when they failed to enter the information on the tax records.

I was penalized $760.34 for 2022 which I don't feel is right.

Sincerely,

Leaminda Coker

Leaminda Coker

cc: Central Appraisal District

Form 50-181

Application for Tax Refund Overpayments or Erroneous Payments

Brazos County Commissioners Court
Collection Office Name

Phone *(area code and number)*

200 S. Texas Ave. #218
Address, City, State, ZIP Code

Collecting Tax For *(taxing units)*

GENERAL INFORMATION: This application is for use in requesting a tax refund pursuant to Tax Code Section 31.11 and Comptroller Rule 9.3039. To apply for a tax refund, the taxpayer or representative must complete Sections 1 through 5 of this application. The refund check will be made payable to the taxpayer and mailed to the taxpayer address provided below.

FILING INSTRUCTIONS: This document and all supporting documentation must be filed with the tax collector of the taxing unit for which you are requesting a refund. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for county tax offices may be found on the Comptroller's website.

SECTION 1: Taxpayer Information

COKER, LEAMINDA HARRELSON
Name of Taxpayer

903-390-1127
Primary Phone Number *(area code and number)*

leamindacoker@gmail.com
Email Address*

5901 Old Reliance Rd, Bryan, TX 77808
Mailing Address, City, State, ZIP Code

SECTION 2: Authorized Representative

Provide the information below if an agent has been appointed under Tax Code Section 1.111 to represent the taxpayer for tax matters. Attach a completed and signed Form 50-162, *Appointment of Agent for Property Tax Matters*, if the form has not been filed with the appraisal district. Individual taxpayers handling tax matters on their own behalf skip to section 3.

Name of Authorized Representative

Title of Authorized Representative

Primary Phone Number *(area code and number)*

Email Address*

Mailing Address, City, State, ZIP Code

SECTION 3: Property Information

655399
Appraisal District Account Number

OR

3334367
Tax Receipt Number

5901 Old Reliance Rd, Bryan, TX 77808
Location Address, City, State, ZIP Code

Legal Description *(or attach copy of the tax bill or tax receipt):*

ATTACHED

SECTION 4: Tax Payment Information

Complete the tax payment information requested below for each taxing unit from which refund is requested. A separate document containing the same information may be attached for additional taxing units, if necessary.

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. Brazos County Commissioners Court	2022	1-29-24	$ 676.42	$ 676.42
2.			$	$
3.			$	$
4.			$	$
5.			$	$
6.			$	$
7.			$	$
8.			$	$

Taxpayer's Reason for Refund *(attach supporting documentation)*

Failure of Appraisal District to record my property. (See attached)

SECTION 5: Taxpayer Signature

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

print here ▶ LEAMINDA COKER
Print Taxpayer Name

sign here ▶ Leaminda Coker
Taxpayer Signature

1-31-2024
Date

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, §37.10.

If the collector does not respond to this application on or before the 90th day after the date the application form is filed with the collector, this application is presumed to have been denied. The taxpayer may file suit against the taxing unit in the district court to compel payment of the refund if it is filed not later than the 60th date after the collector denies the application.

*See Government Code Section 552.137 regarding confidentiality of email addresses.

FOR COLLECTOR USE ONLY

SECTION 6: Tax Refund Determination

This tax refund is ☑ Approved ☐ Disapproved

print here ▶ DUANE PETERS, COUNTY JUDGE
Print Name and Title

sign here ▶
Authorized Officer

4/9/24
Date

print here ▶
Print Name and Title

sign here ▶
Collector(s) of Taxing Unit(s) for Refund Applications Over (Insert amount for which governing body approval is required under Tax Code Section 31.11)

Date

TAX RECEIPT 2022

01/29/2024 02:11PM

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

Receipt Number	
3334367	
Date Posted	01/29/2024
Payment Type	P
Payment Code	Full
Total Paid	$2,511.72

PAID BY:

COKER LEAMINDA HARRELSON
5901 OLD RELIANCE RD
BRYAN, TX 77808-8415

Property ID	Geo	Legal Acres
362559	005300-0041-0010	3.0000

Legal Description
A005300, T M SPLANE, TRACT 41.1, 3.0 ACRES

Situs **DBA Name**
OLD RELIANCE RD ,

Owner Name and Address
COKER LEAMINDA HARRELSON
5901 OLD RELIANCE RD
BRYAN, TX 77808-8415

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
EMG SVCS DIST #3	2022	0.02550	110,465	31444	N	28.17	0.00	6.76	5.24	0.00	40.17
BRAZOS COUNTY	2022	0.42941	110,465	31444	N	474.35	0.00	113.84	88.23	0.00	676.42
BRYAN ISD	2022	1.13960	110,465	31444	N	1,258.86	0.00	302.12	234.15	0.00	1,795.13
											2,511.72

Balance Due As Of 01/29/2024: 1669.50

Tender	Details	Description	Amount
Check	6113		1761.38
Check	6114		750.34
			2511.72

Operator	Batch	Total Paid
wwager	49673 (1/29/24ww)	2,511.72

Receipt issued in Accordance with Section 31.075 of the Texas Property Tax Code

True Automation, Inc.

STATEMENT NUMBER 31444

PROPERTY ID NUMBER 362559

COKER LEAMINDA HARRELSON

5901 OLD RELIANCE RD

BRYAN. TX 77808-8415

MAKE CHECKS / MONEY ORDERS PAYABLE TO:
KRISTEEN ROE
TAX ASSESSOR-COLLECTOR
BRAZOS COUNTY
4151 County Park Ct.
BRYAN, TX 77802
(979) 775-9930

FAILURE TO RECEIVE A TAX STATEMENT DOES NOT DISMISS PENALTY AND INTEREST
KEEP THIS PART OF STATEMENT FOR YOUR RECORDS. SEND STUBS FROM BOTTOM OF STATEMENT WITH PAYMENT

* was not in my name! as of 1-15-2024

NAME & ADDRESS	PROPERTY DESCRIPTION	PROPERTY GEOGRAPHICAL ID
Owner ID: 655399 COKER LEAMINDA HARRELSON 5901 OLD RELIANCE RD BRYAN. TX 77808-8415	A005300. T M SPLANE. TRACT 41.1 3.0 ACRES Acreage: 3 Type: Real	005300-0041-0010 **PROPERTY SITUS / LOCATION** OLD RELIANCE RD

LAND MARKET VALUE	IMPROVEMENT MARKET VALUE	AG/TIMBER USE VALUE	AG/TIMBER MARKET	ASSESSED VALUE
100.000	10.465	0	0	110.465

100% Assessment Ratio Appraised Value: 110.465

Taxing Unit	Assessed	Homestead Exemption	OV65 or DP Exemption	Other Exemptions	Freeze Year and Ceiling	Taxable Value	Rate per $100	Tax Due
EMG SVCS DIST #3	110.465	0	0	0	0	110.465	0.025500	$28.17
BRAZOS COUNTY	110.465	0	0	0	0	110.465	0.429411	$474.35
BRYAN ISD	110.465	0	0	0	0	110.465	1.139600	$1258.86
						Total Taxes Due By Jan 31, 2023		$1761.38

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED, AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS DOCUMENT AS YOUR RESIDENCE HOMESTEAD; YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

Taxpayers who are disabled or 65 YEARS OF AGE or older and have filed an application for exemption may pay the taxes on their HOMESTEAD in four equal installments. 1st payment due January 31, 2nd payment due March 31, 3rd payment due May 31, 4th payment due July 31.
FOR A RECEIPT. PLEASE ENCLOSE A SELF ADDRESSED STAMPED ENVELOPE.
TO ASSURE PROPER PROCESSING, PLEASE INCLUDE STUB OR PROPERTY ACCOUNT INFORMATION WITH YOUR PAYMENT.
IMPORTANT: If you have a tax escrow accoun for your information only.

PROPERTY ID: 2022 362559

COKER LEAMINDA HARRELSON

5901 OLD RELIANCE RD

BRYAN. TX 77808-8415

1-29-24 Paid + penalty 760.34 of

1761.72 TOTAL PAID 1-29-24 3 acres

Scan this code with your mobile phone to view or pay this bill!

KRISTEEN ROE, CTA
Phone: 979-775-9930
Fax: 979-775-9938
www.brazostax.org

BRAZOS COUNTY TAX OFFICE

2022 CORRECTED TAX STATEMENT

STATEMENT NUMBER
24461
PROPERTY ID NUMBER
13797

NAME & ADDRESS	PROPERTY DESCRIPTION	PROPERTY GEOGRAPHICAL ID
Owner ID: 655399 Pct: 100.000% COKER LEAMINDA HARRELSON 5901 OLD RELIANCE RD BRYAN, TX 77808-8415	A005300, T M SPLANE (OCL), TRACT 41, 6.12 ACRES Acreage: 6.1200 Type: R	005300-0041-0000 **PROPERTY SITUS / LOCATION** 5901 OLD RELIANCE RD ,

LAND MARKET VALUE	IMPROVEMENT MARKET VALUE	AG/TIMBER USE VALUE	AG/TIMBER MARKET	ASSESSED VALUE
176,746	533,917	0	0	705,375

100% Assessment Ratio
CORRECTION REASON:

Appraised Value w/o 10% CAP: 710,663

Taxing Unit	Assessed	Homestead Exemption	OV65 or DP Exemption	Other Exemptions	Freeze Year and Ceiling	Taxable Value	Rate Per $100	Tax Due
BRYAN ISD	705,375	40,000	10,000	0		655,375	1.1396000	6,947.90
BRAZOS COUNTY	705,375	0	75,000	0		630,375	0.4294110	2,592.43
EMG SVCS DIST #3	705,375	0	0	0		705,375	0.0255000	179.87

COUNTY TAXES REDUCED BY SALES TAX 657.73

pd. 12-19-22
$9,720.20

Total Taxes Due	9,720.20

Penalty & Interest	
If Paid in Month	Tax Due*
February 2023	10,400.61
March 2023	10,595.02
April 2023	10,789.43
May 2023	10,983.82
June 2023	11,178.23
July 2023	13,190.30
August 2023	13,302.08

Property taxes in Texas are assessed as of January 1st each year and cover a period of one year from that date. Tax statutes make no provisions for proration; therefore, a change of address during the year would have no effect on the tax liability established on January 1st of the calendar year. These tax statutes also make no provisions for proration in case the property is disposed of during the calendar year. Also, if you owned personal property described on the tax statement on January 1st, then you are personally liable for the taxes. IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED, AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS DOCUMENT AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.

*Total Tax Due may include Additional Penalty up to 20% incurred on April 1 or July 1 of the year of delinquency [Tax Code Sec 33.11] or Additional Late Filing Penalty of 10% [Tax Code Sec 23.54, Tax Code Sec 21.10] or Late Correction penalty of 10% [Tax Code Sec 25.25(d)].

Taxpayers who were 65 years of age or older, or disabled on January 1, 2022 and have filed an application for exemption may pay the taxes on their HOMESTEAD in four equal installments. Contact your Tax Office for more information.

Pmt	Due By	Payment Amount
1st	January 31, 2023	2430.06
2nd	March 31, 2023	2430.06
3rd	May 31, 2023	2430.06
4th	July 31, 2023	2430.02

* DETACH HERE AND RETURN WITH PAYMENT *

Make checks payable to:

KRISTEEN ROE, CTA
BRAZOS COUNTY TAX OFFICE
BRAZOS COUNTY TAX ASSESSOR COLLECTOR
4151 COUNTY PARK CT
BRYAN, TX 77802

RETURN SERVICE REQUESTED

2022-24461

Owner Name and Address	Statement Number
COKER LEAMINDA HARRELSON 5901 OLD RELIANCE RD BRYAN, TX 77808-8415	2022 24461
	Prop ID Number 13797
	Geographical ID 005300-0041-0000

COKER LEAMINDA HARRELSON
5901 OLD RELIANCE RD
BRYAN, TX 77808-8415

See payment schedule below for tax due.

If Paid in Month	Tax Due
December 2022	9,720.20
January 2023	9,720.20
February 2023	10,400.61
March 2023	10,595.02
April 2023	10,789.43
May 2023	10,983.82
June 2023	11,178.23
July 2023	13,190.30
August 2023	13,302.08

In January Pay
9,720.20

Taxes are payable October 1, 2022 and become delinquent on February 1, 2023

Notice of Residential Homestead Exemption Qualification

DATE OF NOTICE: 12/12/2023

BRAZOS CENTRAL APPRAISAL DISTRICT
4051 PENDLETON DR
BRYAN, TX 77802-2465

Phone: 979-774-4100

Property ID: 362559
CRISWELL GERALDINE RENCH
5901 OLD RELIANCE RD
BRYAN, TX 77808-8415

Returned not at this address!

3 acres

NOTICE: A residence homestead exemption from ad valorem taxation is NOT currently being allowed on the property listed below. However, our records show that this property may qualify for a residence homestead exemption, which will reduce your taxes.

According to the records of the appraisal district, the property described in this notice may be your primary residence and may qualify for a residence homestead exemption from ad valorem taxation. If the property is your home and you occupy it as your primary residence, the property likely qualifies for one or more residence homestead exemptions, which will reduce the amount of taxes imposed on the property. The form needed to apply for a residence homestead exemption is enclosed. Although the form may state that the deadline for filing an application for a residence homestead exemption is April 30, a late application for a residence homestead exemption will be accepted if filed before February 1, 2026. A copy of Texas Driver's License or Texas Identification Card with the address of the property is required. There is no fee or charge for filing an application or a late application for a residence homestead exemption.

Property Address:

OLD RELIANCE RD
TX

Property ID: 362559

Owner ID: 44220

Ownership %: 100.00

Geo ID: 005300-0041-0010

Legal: A005300, T M SPLANE, TRACT 41.1, 3.0 ACRES

To Whom it may concern,

As shown in the below image, the follow 4 parcels were delivered from Mr. Charles Thomas directly to USPS custody on Tuesday January 30th 2024 at 1:34pm.

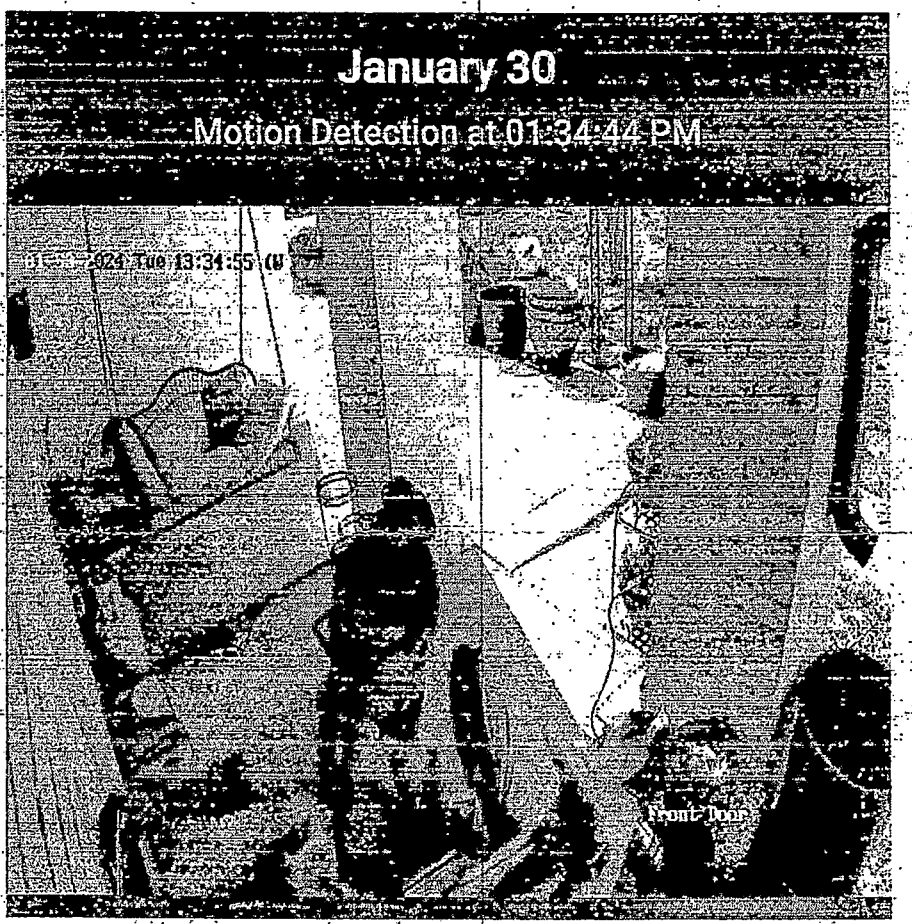
1. Stamped envelope addressed to Travis County Tax Office
2. Stamped envelope addressed to Williamson County Tax Office
3. Stamped envelope addressed to Bastrop County Tax Office
4. Stamped envelope addressed to Brazos County Tax Office

Sincerely,

Felicia L. Martinez

USPS

806.282.0244



← Time and date stamp on video.

Form 50-181

Application for Tax Refund Overpayments or Erroneous Payments

BRAZOS COUNTY TAX OFFICE — 979-775-9930

Collection Office Name — Phone *(area code and number)*

4151 COUNTY PARK CT, BRYAN, TX 77802

Address, City, State, ZIP Code

Brazos Co, City of Bryan, City of College Stat, Bryan ISD, College Stat ISD, Emg Svs#1,2,3,4, City of Kurten, Navasota ISD

Collecting Tax For *(taxing units)*

GENERAL INFORMATION: This application is for use in requesting a tax refund pursuant to Tax Code Section 31.11 and Comptroller Rule 9.3039. To apply for a tax refund, the taxpayer or representative must complete Sections 1 through 5 of this application. The refund check will be made payable to the taxpayer and mailed to the taxpayer address provided below.

FILING INSTRUCTIONS: This document and all supporting documentation must be filed with the tax collector of the taxing unit for which you are requesting a refund. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for county tax offices may be found on the Comptroller's website.

SECTION 1: Taxpayer Information

Charles C Thomas

Name of Taxpayer

(512) 925-7767 — chuck_t@swbell.net

Primary Phone Number *(area code and number)* — Email Address*

9213 Quail Cove Austin, TX 78758

Mailing Address, City, State, ZIP Code

SECTION 2: Authorized Representative

Provide the information below if an agent has been appointed under Tax Code Section 1.111 to represent the taxpayer for tax matters. Attach a completed and signed Form 50-162, *Appointment of Agent for Property Tax Matters*, if the form has not been filed with the appraisal district. Individual taxpayers handling tax matters on their own behalf skip to section 3.

Name of Authorized Representative — Title of Authorized Representative

Primary Phone Number *(area code and number)* — Email Address*

Mailing Address, City, State, ZIP Code

SECTION 3: Property Information

Appraisal District Account Number — OR — Tax Receipt Number: 3343909

2802 PIERRE PLACE

Location Address, City, State, ZIP Code

Legal Description *(or attach copy of the tax bill or tax receipt):*

SOUTHWOOD VALLEY PH 7D, BLOCK 27, LOT 23

SECTION 4: Tax Payment Information

Complete the tax payment information requested below for each taxing unit from which refund is requested. A separate document containing the same information may be attached for additional taxing units, if necessary.

Name of Taxing Unit From Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Tax Paid	Amount of Refund Requested
1. Brazos County	2023	2/29/2024	$ 85.33	$ 85.33
2. City of College Station	2023	2/29/2024	$ 106.87	$ 106.87
3. College Station ISD	2023	2/29/2024	$ 200.41	$ 200.41
4.			$	$
5. Total check #148			$ 392.61	$ 392.61
6.			$	$
7.			$	$
8.			$	$

Taxpayer's Reason for Refund *(attach supporting documentation)*

I am requesting a refund of penalties under Texas Property Tax Code Section 33.011.(j).(1): As shown in the attached documentation, the stamped envelope containing the property tax payment to Brazos County was delivered directly to a U.S. postal agent on January 30th 2024 at 1:34pm but an act or omission of the postal service resulted in the envelope containing the payment being postmarked after the delinquency date.

SECTION 5: Taxpayer Signature

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

print here ▶ Charles C. Thomas
Print Taxpayer Name

sign here ▶ Charles C Thomas — February 29th 2024
Taxpayer Signature — Date

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, §37.10.

If the collector does not respond to this application on or before the 90th day after the date the application form is filed with the collector, this application is presumed to have been denied. The taxpayer may file suit against the taxing unit in the district court to compel payment of the refund if it is filed not later than the 60th date after the collector denies the application.

*See Government Code Section 552.137 regarding confidentiality of email addresses.

FOR COLLECTOR USE ONLY

SECTION 6: Tax Refund Determination

This tax refund is ☑ Approved ☐ Disapproved

print here ▶ DUANE PETERS, COUNTY JUDGE
Print Name and Title

sign here ▶ — 4/9/24
Authorized Officer — Date

print here ▶
Print Name and Title

sign here ▶
Collector(s) of Taxing Unit(s) for Refund Applications Over (insert amount for which governing body approval is required under Tax Code Section 31.11) — Date

MISSION STATEMENT

Our dedicated team is committed to providing innovative and exceptional customer service in the assessment, collection, and distribution of taxes and fees.

WILCO TEXAS

Larry Gaddes PCAC, CTA
Tax Assessor/Collector

AFFIDAVIT OF EVIDENCE

Texas Property Tax Code Section 33.011(j): Penalties and interest on a delinquent tax may be waived if the taxpayer submits evidence sufficient to show that the taxpayer delivered payment for the tax before the delinquency date to the USPS for delivery by mail, but an act or omission of the postal service resulted in the taxpayer's payment being postmarked after the delinquency date.

Authorized USPS Representative Statement of Act or Omission:

I received the following four parcels from Mr Thomas on January 30th 2024 at 1:34pm; Four stamped envelopes addressed to the following Tax offices Travis Co. Williamson Co. Bastrop Co. and Brazos Co. Due to processing delays at the post office, these parcels were not postmarked until two days late

I, (USPS representative) Felicia L Martinez, being the undersigned authorized official, under penalty of perjury, do solemnly swear that the information herein and attached is true and correct.

Felicia Martinez — USPS Representative Signature

mail carrier — Title

2/14/2024 — Date

North Austin — Post Office Location

(806) 282-0244 — Phone #

[signature] — Property Owner Signature

2/13/24 — Date

Main Office:
904 South Main Street
Georgetown, TX 78626
Telephone : 512.943.1601
www.wilcotx.gov/taxoffice

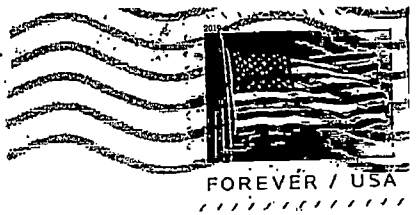
Annex Locations:
1801 E Old Settlers Blvd, Ste 115
Round Rock, TX 78664

350 Discovery Blvd, Ste 101
Cedar Park, TX 78613

412 Vance St, Ste 1
Taylor, TX 76574

Charles Thomas
1213 Quail Cove
Austin, TX 78758

AUSTIN TX 786
RIO GRANDE DISTRICT
4 MAR 2024 PM 2 L



Brazos County Commissioners Court
Attn: General Counsel
200 S. Texas Ave, #218
Bryan, TX 77803

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: NUMBER:

DATE OF COURT MEETING: 4/9/2024

ITEM:

Overpayments

- a. Irma Guillen - $269.19
- b. Jo A Regan - $104.46
- c. Ming Wiseman - $6.00

Payment in Error

- d. Corelogic - $1,254.72

TO: Commissioners Court

DATE: 04/03/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
CC_Refund_Request_04_02_2024_(002).pdf	Tax Refund Applications	Backup Material

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

REFUNDS PENDING 04/09/2024

REQUESTOR	IRMA GUILLEN
ADDRESS	447 CARDINAL RD CALDWELL TX 77836
OWNER NAME	BRYAN TEXAS MHC-OAKWOOD MHC
PROP ID#	393583
REFUND AMOUNT	$ 269.19

REQUESTOR	JO A REGAN
ADDRESS	2107 CARTER CREEK PARKWAY BRYAN TX 77802
OWNER NAME	JO A REGAN
PROP ID#	40464
REFUND AMOUNT	$ 104.46

REQUESTOR	WISEMAN MING C %UPS STORE
ADDRESS	3515 LONGMIRE DR STE B PMB 248, COLLEGE STATION, TX 77845
OWNER NAME	WISEMAN MING C
PROP ID#	356331
REFUND AMOUNT	$6.00

REQUESTOR	CORELOGIC CENTRALIZED REFUNDS
ADDRESS	ATTN: NATALIE NERIO 3001 HACKBERRY RD IRVING TX 75063-0156
OWNER NAME	RICHARD & WENDY SENEFF
PROP ID#	16161
REFUND AMOUNT	$ 1254.72

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

REQUESTOR	
ADDRESS	
OWNER NAME	
PROP ID#	
REFUND AMOUNT	

APPLICATION FOR TAX REFUND

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

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

OWNER'S NAME AND ADDRESS
BRYAN TEXAS MHC-OAKWOOD MHC
% NODEL PARKS
38505 WOODWARD AVE
STE 275
BLOOMFIELD HILLS MI 48304-5093

PROPERTY DESCRIPTION
Legal: OAKWOOD MHC, SPACE 197, SER# L26083, HUD# NTA1667019
Address: 920 CLEAR LEAF (PVT) DR 197,
Account # 393583

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2023	10/26/2023	$1057.72	$269.19

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:
IRMA GUILLEN
447 CARDINAL RD
CALDWELL TX 77836

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."

Irma Guillen
Signature

3/26/24
Date

(979) 777-1716
Phone #

Juliana.calzada01@gmail.com
Email Address

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

TAX REFUND DETERMINATION

The tax refund is [X] Approved [ ] Disapproved

Authorized Officer Signature

4/9/24
Date

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

Authorized Officer Signature

Date

TAX RECEIPT

10/26/2023 03:21PM

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

Receipt Number	
3266532	
Date Posted	10/26/2023
Payment Type	P
Payment Code	Over/Refund
Total Paid	$1,057.72

PAID BY:

GUILLEN IRMA
920 CLEARLEAF # 197
BRYAN, TX 77803

Property ID	Geo	Legal Acres
393583	702020-0000-0464	0.0000

Legal Description
OAKWOOD MHC, SPACE 197, SER# L26083, HUD# NTA1667019

Situs 920 CLEAR LEAF (PVT) DR 197 ,

DBA Name

Owner Name and Address
BRYAN TEXAS MHC-OAKWOOD MHC
% NODEL PARKS
38505 WOODWARD AVE
STE 275
BLOOMFIELD HILLS, MI 48304-5093

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2023	0.00000	0	148381	N	269.19	0.00	0.00	0.00	0.00	269.19
BRAZOS COUNTY	2023	0.40970	39,767	18793	N	162.92	0.00	0.00	0.00	0.00	162.92
CITY OF BRYAN	2023	0.62400	39,767	18793	N	248.14	0.00	0.00	0.00	0.00	248.14
BRYAN ISD	2023	0.94920	39,767	18793	N	377.47	0.00	0.00	0.00	0.00	377.47
											1,057.72

Balance Due As Of 10/26/2023: -269.19

Tender	Details	Description	Amount
Check	REPOST	2023 ESCROW	1057.72
			1057.72

Operator	Batch	Total Paid
tmoore	48107 (2023 MH Escrow Payments)	1,057.72

Receipt issued in Accordance with Section 31.075 of the Texas Property Tax Code

True Automation, Inc.

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
REGAN JO A
2107 CARTER CREEK PKWY
BRYAN TX 77802-1808

PROPERTY DESCRIPTION
Legal: B B SCASTA'S LOST, LOT & ADJ 35' OF LT 16 BLK 3 WOODSON PARK
Address: 2107 CARTER CREEK PKY ,
Account # 40464

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2023	10/27/2023	$1025.65	$104.46

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:
REGAN JO A
2107 CARTER CREEK PKWY
BRYAN TX 77802-1808

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."

Jo A Regan
Signature

Mar 10 / 2024
Date

979-779-6902
Phone #

jetregan@gmail.com
Email Address (1-NUMBER 1)

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

4/9/24
Date

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

Authorized Officer Signature

Date

TAX RECEIPT

10/27/2023 08:04AM

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

Receipt Number	
3266565	
Date Posted	10/27/2023
Payment Type	P
Payment Code	Over/Refund
Total Paid	$1,025.65

PAID BY:

REGAN JO A
2107 CARTER CREEK PKWY
BRYAN, TX 77802-1808

Property ID	Geo	Legal Acres
40464	565000-0000-0010	0.0000

Legal Description
B B SCASTA'S LOST, LOT & ADJ 35' OF LT 16 BLK 3 WOODSON PARK

Situs / **DBA Name**
2107 CARTER CREEK PKY ,

Owner Name and Address
REGAN JO A
2107 CARTER CREEK PKWY
BRYAN, TX 77802-1808

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2023	0.00000	0	148394	N	104.46	0.00	0.00	0.00	0.00	104.46
BRAZOS COUNTY	2023	0.40970	146,299	108341	N	233.43	0.00	0.00	0.00	0.00	233.43
CITY OF BRYAN	2023	0.62400	206,299	108341	N	687.76	0.00	0.00	0.00	0.00	687.76
											1,025.65

Balance Due As Of 10/27/2023: -104.46

Tender	Details	Description	Amount
Check	1200		1025.65
			1025.65

Operator	Batch	Total Paid
tmoore	48115 (10/27/2023TM)	1,025.65

Receipt issued In Accordance with Section 31.075 of the Texas Property Tax Code

True Automation, Inc.

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
WISEMAN MING C
% UPS STORE
3515 LONGMIRE DR
STE B PMB 248
COLLEGE STATION TX 77845-6344

PROPERTY DESCRIPTION
Legal: A006800, J M BARRERA A-68 & S D SMITH A-210, TRACT 15.2, 17.974 ACRES
Address: 18428 SH-6 S ,
Account # 356331

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2022	07/31/2023	$1326.12	$6.00

Taxpayer's reason for refund: OP-Overpayment
REFUND TO:
WISEMAN MING C
% UPS STORE
3515 LONGMIRE DR
STE B PMB 248
COLLEGE STATION TX 77845-6344

Sign below and return form to the Brazos County Tax Office.
"I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct."

Signature

4-1-24
Date

979-220-1570
Phone #

Mingchen0311@yahoo.com
Email Address

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

TAX REFUND DETERMINATION

The tax refund is [V] Approved [ ] ~~Disapproved~~

Authorized Officer Signature

4/9/24
Date

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

Authorized Officer Signature

Date

TAX RECEIPT

08/02/2023 08:13AM

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

Receipt Number	
3264402	
Date Posted	07/30/2023
Payment Type	P
Payment Code	Over/Refund
Total Paid	$1,326.12

PAID BY:

WISEMAN MING C
% UPS STORE
3515 LONGMIRE DR
STE B PMB 248
COLLEGE STATION, TX 77845-6344

Property ID	Geo	Legal Acres
356331	006800-0015-0020	17.9740

Legal Description
A006800, J M BARRERA A-68 & S D SMITH A-210, TRACT 15.2, 17.974 ACRES

Situs 18428 SH-6 S ,

DBA Name

Owner Name and Address
WISEMAN MING C
% UPS STORE
3515 LONGMIRE DR
STE B PMB 248
COLLEGE STATION, TX 77845-6344

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2022	0.00000	0	146599	N	6.00	0.00	0.00	0.00	0.00	6.00
EMG SVCS DIST #1	2022	0.02256	389,253	142265	N	21.90	0.00	0.00	0.00	0.00	21.90
BRAZOS COUNTY	2022	0.42941	314,253	142265	N	315.99	0.00	0.00	0.00	0.00	315.99
COLLEGE STATION ISD	2022	1.17810	334,253	142265	N	982.23	0.00	0.00	0.00	0.00	982.23
											1,326.12

Balance Due As Of 07/30/2023: -6.00

Tender	Details	Description	Amount
Credit Card	CC XX-2023 Conv.Charge 0.00		1326.12
			1326.12

Operator	Batch	Total Paid
tmoore	47219 (JETPAY - 08/02/2023 - TM)	1,326.12

Special Condition Exists for this Property
Page: 1

Receipt issued in Accordance with Section 31.075 of the Texas Property Tax Code

True Automation, Inc.

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
SENEFF RICHARD D & WENDY
5151 HEARNE RD
BRYAN TX 77808-8254

PROPERTY DESCRIPTION
Legal: A021200, JOHN W STEWART, TRACT 9, 29.0 ACRES
Address: 5151 HEARNE RD ,
Account # 16161

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2023	12/18/2023	$1254.72	$1254.72

Taxpayer's reason for refund: PAYMENT IN ERROR

REFUND TO:
CORELOGIC CENTRALIZED REFUNDS
ATTN: NATALIE NERIO – REFUNDS CHECK ROOM
3001 HACKBERRY RD
IRVING, TX 75063-0156

Sign below and return form to the Brazos County Tax Office.
"I hereby apply for the refund of the above-described taxes and certify that the information on this form is true and correct."

Shannon Stokes
Signature

4/2/24
Date

864-968-9517
Phone #

sstokes@corelogic.com
Email Address

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

TAX REFUND DETERMINATION

The tax refund is [V] Approved [ ] Disapproved

Authorized Officer Signature

4/9/24
Date

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

Authorized Officer Signature

Date

TAX RECEIPT

04/02/2024 08:34AM

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

Receipt Number	
3296149	
Date Posted	12/18/2023
Payment Type	P
Payment Code	Full
Total Paid	$1,254.72

PAID BY:

CORELOGIC
3001 HACKBERRY ROAD
IRVING, TX 75063

Property ID	Geo	Legal Acres
16161	021200-0009-0000	29.0000

Legal Description
A021200, JOHN W STEWART, TRACT 9, 29.0 ACRES

Situs 5151 HEARNE RD ,

DBA Name

Owner Name and Address
SENEFF RICHARD D & WENDY
5151 HEARNE RD
BRYAN, TX 77808-8254

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
BRAZOS COUNTY	2023	0.40970	173,152	119016	N	517.34	0.00	0.00	0.00	0.00	517.34
EMG SVCS DIST #3	2023	0.02400	248,152	119016	N	59.56	0.00	0.00	0.00	0.00	59.56
BRYAN ISD	2023	0.94920	138,152	119016	N	677.82	0.00	0.00	0.00	0.00	677.82
											1,254.72

Balance Due As Of 12/18/2023: .00

Tender	Details	Description	Amount
Check	MULT		1254.72
			1254.72

Operator	Batch	Total Paid
ahines	49149 (Corelogic Inc_ MTG Payment File_12282023_anh)	1,254.72

Receipt issued in Accordance with Section 31.075 of the Texas Property Tax Code

True Automation, Inc.

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 4/9/2024

ITEM:
- FY 23/24 Budget Amendments 26.01 - 26.07

TO: Commissioners Court

FROM: Nina Payne

DATE: 04/04/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

File Name	Description	Type
26_Coversheet.pdf	FY 24 Budget Amendments 26.01 -26.07 Coversheet	Cover Memo
26.01_-_26.07.pdf	FY 24 Budget Amendments 26.01 -26.07	Budget Amendment

BRAZOS COUNTY, TEXAS

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

NO. 23/24 26.01-26.07

On this the 9th day of April 2024 at a regular meeting of the Commissioners' Court, the following members were present:

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

The following proceedings were held:

THAT WHEREAS, on 9th day of April 2024 the Court heard and approved a budget amendment(s) for the 2023-2024 budget year for Brazos County, Texas; and

WHEREAS, expenditure is necessary due to the necessity to meet unusual and unforeseen conditions which could not be reasonably included in the original budget adopted 19 September 2023, the following amendment(s) to the original budget are hereby authorized, as described on the attached page(s).

ADOPTED AND APPROVED this the 9th day of April 2024.

THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.

By:_____
Duane Peters, County Judge

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

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 23/24 - 26.01
4/9/2024

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
General Fund	Brazos Center - Administration	Repairs and Maintenance	Expenditure		5,620.00
General Fund	Brazos Center - Administration	Supplies and Other Charges	Expenditure	5,620.00	

General Fund

Reallocation of funds to the correct accounts to purchase two cleaning machines to help with the upkeep of floors at the Brazos Center.

SAM
Date: 4/1/2024

4/9/24
County Judge Approval **Date**

For Oracle Entry Only

FUND	DIV	ACCT	Change in Budget	ACCOUNT NAME
01000	36500100	65050000	(5,620.00)	
01000	36500100	60500000	5,620.00	

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 23/24 - 26.02
4/9/2024

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
General Fund	Sheriff Office - Jail - Non Capital	Contractual Services	Expenditure		45,270.00
General Fund	Sheriff Office - Jail - Non Capital	Professional Services	Expenditure	45,270.00	

General Fund

Reallocation of funds to the correct accounts for architectural services on the Detention Center Master Control Valves Renovations Project. (CIP 24-637)

SAM
Date: 4/1/2024

County Judge Approval 4/9/24 **Date**

For Oracle Entry Only					
FUND	**DIV**	**ACCT**	**Change in Budget**	**ACCOUNT NAME**	
01000	28002006	71025000	(45,270.00)		
01000	28002006	72030000	45,270.00		

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 23/24 - 26.03
4/9/2024

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
General Fund	**Contingency**	Supplies and Other Charges	Expenditure		31,733.00
General Fund	Purchasing Administration	Contractual Services	Expenditure	31,733.00	

General Fund

Reallocation of funds to the correct accounts for the demolition of multiple buildings (old BISD Building, Brazos County Detention Center House, two portables at the Juvenile Detention Center). The increase of cost includes asbestos testing, demolition contract and air monitoring at the BISD Building.

SAM

Date: 4/1/2024

4/9/24

County Judge Approval **Date**

For Oracle Entry Only					
FUND	**DIV**	**ACCT**	**Change in Budget**	**ACCOUNT NAME**	
01000	11001500	61130000	(31,733.00)		
01000	16500006	71025000	31,733.00		

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 23/24 - 26.04
4/9/2024

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
General Fund	**Contingency**	Supplies and Other Charges	Expenditure		7,000.00
General Fund	Brazos Center - Non Capital	Contractual Services	Expenditure	7,000.00	

General Fund

Reallocation of funds to the correct accounts for Geotech work to be completed on the parking lot at the Brazos Center.

SAM

Date: 4/1/2024

4/9/24

County Judge Approval **Date**

For Oracle Entry Only					
FUND	**DIV**	**ACCT**	**Change in Budget**	**ACCOUNT NAME**	
01000	11001500	61130000	(7,000.00)		
01000	36500006	71025000	7,000.00		

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 23/24 - 26.05
4/9/2024

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
SB 22 2023 Rural Law Enforcement Salary Assistance Program.	**County Attorney - Rural Prosecutor's Salary Assistance Grant Program**		Revenue	275,000.00	
SB 22 2023 Rural Law Enforcement Salary Assistance Program.	**County Attorney - Rural Prosecutor's Salary Assistance Grant Program**	Salary and Wages	Expenditure	220,035.00	
SB 22 2023 Rural Law Enforcement Salary Assistance Program.	**County Attorney - Rural Prosecutor's Salary Assistance Grant Program**	Benefits	Expenditure	54,965.00	

SB 22 2023 Rural Law Enforcement Salary Assistance Program.

Set up budget for SB 22 passed in 2023 for County Attorney Rural Law Enforcement Salary Assistance Program.

SAM
Date: 4/1/2024

4/9/24
County Judge Approval **Date**

For Oracle Entry Only					
FUND	**DIV**	**ACCT**	**Change in Budget**	**ACCOUNT NAME**	
32000	181002	48003300	275,000.00		
32000	181002	51300000	170,703.00		
32000	181002	51610000	14,426.00		
32000	181002	51615000	34,906.00		
32000	181002	53100000	16,835.00		
32000	181002	53200000	37,410.00		
32000	181002	53800000	720.00		

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 23/24 - 26.06
4/9/2024

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
Brazos County Grant Fund	District Attorney - Rural Prosecutor's Salary Assistance Grant Program		Revenue		275,000.00
SB 22 2023 Rural Law Enforcement Salary Assistance Program.	District Attorney - Rural Prosecutor's Salary Assistance Grant Program		Revenue	275,000.00	
Brazos County Grant Fund	District Attorney - Rural Prosecutor's Salary Assistance Grant Program	Salary and Wages	Expenditure		220,009.00
Brazos County Grant Fund	District Attorney - Rural Prosecutor's Salary Assistance Grant Program	Benefits	Expenditure		54,991.00
SB 22 2023 Rural Law Enforcement Salary Assistance Program.	District Attorney - Rural Prosecutor's Salary Assistance Grant Program	Salary and Wages	Expenditure	220,009.00	
SB 22 2023 Rural Law Enforcement Salary Assistance Program.	District Attorney - Rural Prosecutor's Salary Assistance Grant Program	Benefits	Expenditure	54,991.00	

SB 22 2023 Rural Law Enforcement Salary Assistance Program.

Reallocation of funds to the correct accounts to keep account for interest accrued for the SB 22 Rural Law Enforcement Salary Assistance Program separately.

SAM
Date: 4/1/2024

4/9/24
County Judge Approval **Date**

For Oracle Entry Only					
FUND	**DIV**	**ACCT**	**Change in Budget**	**ACCOUNT NAME**	
30000	191002	48003300	(275,000.00)		
32000	191002	48003300	275,000.00		
30000	191002	51300000	(220,009.00)		
30000	191002	53100000	(16,830.00)		
30000	191002	53200000	(37,402.00)		
30000	191002	53800000	(759.00)		
32000	191002	51300000	220,009.00		
32000	191002	53100000	16,830.00		
32000	191002	53200000	37,402.00		
32000	191002	53800000	759.00		

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 23/24 - 26.07
4/9/2024

FUND NAME	DEPARTMENT NAME	CLASS DESCRIPTION	ACCOUNT CATEGORY	INCREASE	DECREASE
General Fund	Brazos Center - Administration	Contractual Services	Expenditure		3,948.00
General Fund	Brazos Center - Administration	Supplies and Other Charges	Expenditure	3,948.00	

General Fund

Reallocation of funds to the correct accounts due to software that was not purchased.

SAM
Date: 4/1/2024

County Judge Approval — **Date** 4/9/24

For Oracle Entry Only					
FUND	**DIV**	**ACCT**	**Change in Budget**	**ACCOUNT NAME**	
01000	36500100	71020000	(3,948.00)		
01000	36500100	60315000	3,948.00		

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Human Resources NUMBER:

DATE OF COURT MEETING: 4/9/2024

ITEM:
- a. Personnel Action Forms

TO: Commissioners Court

DATE: 04/04/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
PAF_04-09-2024.pdf	Cover Sheet	Cover Memo

PERSONNEL
CHANGE OF STATUS REQUESTS

Commissioner Court Date: 04-09-2024
Department Submitting Information: Human Resources
Purpose of Submissions: Consider and Take Action on Change Requests

Department Submitting Request(s)	Employee Request Applies To	Action Requested
Academy Community Based	Storm, Jenna	Change of Status
Agriculture Extension	Reyes, Leslie	Change of Status
County Attorney	Bailey, Brenda	Change of Status
	Baughman, Kaisha	Change of Status
	Biddle, Scott	Change of Status
	Cooper, Billy	Change of Status
	Eplen, Rebecca	Change of Status
	Eyre, Jerry	Change of Status
	Field, Randy	Change of Status
	Giles, Spencer	Change of Status
	Gribble, Jerry II	Change of Status
	Guma De La Vega, Giancarlo	Change of Status
	Ha, Sheryl	Change of Status
	Higginson, George	Change of Status
	Holmes, Joshua	Change of Status
	Matzke, William	Change of Status
	Minahan, John	Change of Status
	Montoya, Raymond	Change of Status
	Ostiguin, Laura	Change of Status
	Zwiener, Elizabeth	Change of Status
County Judge	Lindblade, Allison	Change of Status
JJAEP Community Based	Farris, Kari	Change of Status

Justice of the Peace, Precinct 4	Cadena, Yulissa	Change of Status
Juvenile Services – Academy Community Based	Walker, Beatrice	Change of Status
Juvenile Services – Admin. Community Based	Correa, Itzel	Change of Status
Juvenile Services – Admin. Probation	Hernandez Hollowell, Solangie	Change of Status
Juvenile Services – Detention	Garner, Armani	Change of Status
Sheriff's Office – Jail Admin.	Bennatt, James	Change of Status
	Boone, Clayton	Change of Status
	Brown, Tra'Varis	Change of Status
	Chambers, Carl	Change of Status
	Currie, Michael	Change of Status
	Daily, Bethany	Change of Status
	Dill, Johnathan	Change of Status
	Fennix, Gregory	Change of Status
	Horton, Charles	Change of Status
	Ivey, Zachary	Change of Status
	Jones, Charles	Change of Status
	Lyle, Kelsey	Change of Status
	Matott, Michael	Change of Status
	McClure, William	Change of Status
	Pedersen, Zane	Change of Status
	Pierce, Mary	Change of Status
	Sandle, Vincent	Change of Status
	Smith, Sheldon	Change of Status
	Telsede, Erika	Change of Status
	Wilcox, David	Change of Status
	Wilcox, Eric	Change of Status

Sheriff's Office – Jail Admin.	Williams, DeElla	Change of Status
TJJD State Aid	Glass, Garret	Change of Status

Approved in Commissioners' Court: 04-09-2024:

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

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Human Resources NUMBER:

DATE OF COURT MEETING: 4/9/2024

ITEM:
- b. Employment & Separations

TO: Commissioners Court

DATE: 04/04/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
Employment Separations - Public - 04-09-2024.pdf	Employment & Separations Cover Sheet	Cover Memo

Personnel Change of Status

(Apr 4, 2024)

Commissioners' Court Date: 04-09-2024
Department Submitting Information: Human Resources
Purpose of Submissions: Consider and Take Action on Change

Employment

Department Name	Employee Name
Road & Bridge - Administration	Ayala, Adrian
County Agriculture Extension - Administration	Brueggerhoff, Robert*
Sheriff Office - Jail Administration	Houston, Gaylon
Sheriff Office - Jail Administration	Krolczyk, Troy
Metropolitan Planning - Administration	Lomax, Timothy
Sheriff Office - Jail Administration	Maxey, Terrance
Tax Assessor - Collector - Administration	Sackman, Tonia
Texas Indigent Defense Commission Grant	Thibodeaux, Lane
County Auditor - Administration	Turner, Marcille**
Sheriff Office - Jail Administration	Williams, Glynda

Separations

Department Name	Employee Name
Road & Bridge - Administration	Boriski, Jeffrey
Sheriff Office - Jail Administration	Cousins, Russell
Sheriff Office - Jail Administration	Jenkins, Jennifer
Juvenile Services - TJJD - Community Mental Health	Khademi Kalantari, Priscilla
Sheriff Office - Jail Administration	Lopez, Richard
Road & Bridge - Administration	Saucedo, Ruben

Approved in Commissioners' Court: 04-09-2024

County Judge's or Commissioner's Signature: _____

(This Copy to be attached to minutes)

BRAZOS COUNTY

BRYAN, TEXAS

CLAIMS

COMMISSIONERS COURT MEETING: **April 9, 2024**

CLAIMS TO BE PAID BY BRAZOS COUNTY:

CLAIM # 8201940 Thru CLAIM # 8202067

CLAIM # 9200766 Thru CLAIM # 9200828

The Court voted unanimously to approve these Claims as submitted.

Duane Peters
County Judge

Karen McQueen
County Clerk

BRAZOS COUNTY
BRYAN, TEXAS

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 4/9/2024

ITEM: Acknowledgement of FY 2023-2024 Budget to Actuals by Fund as of April 3, 2024. Acknowledgement of FY 2023-2024 Contingency Budget to Actuals by Fund as of April 3, 2024.

TO: Commissioners Court

FROM: Nina Payne

DATE: 04/03/2024

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: $0.00

ATTACHMENTS:

File Name	Description	Type
FY_24_Actuals.pdf	FY 2023-2024 Budget to Actuals by Fund as of 4/3/2024	Backup Material
FY_24_Contingency_Budget_to_Actuals_Fund.pdf	FY 2023-2024 Contingency Budget to Actuals by Fund as of 4/3/2024	Backup Material

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

Fund: 01000 General Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	**116,116,899**	**119,608,263**	**134,330,000**	**107,179,261**	**80%**
Charges for Services	14,007,731	14,373,002	11,221,037	4,978,947	44%
Interest Income	**1,233,588**	**8,311,341**	**5,780,000**	**4,665,525**	**81%**
Other Revenue	2,105,454	1,265,902	961,750	558,590	58%
Reserves	**-**	**-**	**44,859,588**	**25,886**	**0%**
Intergovernmental	9,344,605	8,218,468	836,002	611,650	73%
Other Financing Sources	**1,565,379**	**215,777**	**210,000**	**156,709**	**75%**
Total Revenue	**$144,373,655**	**$151,992,753**	**$198,198,377**	**$118,176,570**	**60%**

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	**44,652,228**	**49,486,058**	**59,656,913**	**25,940,574**	**43%**
Outside Labor Costs	**186,676**	**104,348**	**163,000**	**127,850**	**78%**
Benefits	**27,150,252**	**27,183,091**	**35,508,750**	**15,558,934**	**44%**
Discretionary Spending	**-**	**-**	**1,821,590**	**-**	**-**
Supplies and Other Charges	**7,681,618**	**9,058,121**	**19,318,410**	**4,852,580**	**25%**
Repairs and Maintenance	**2,354,842**	**4,532,190**	**7,477,493**	**1,502,026**	**20%**
Contractual Services	**8,721,285**	**9,372,616**	**12,151,132**	**4,200,194**	**35%**
Professional Services	**4,303,755**	**6,379,393**	**13,050,445**	**2,671,570**	**20%**
Community Contracts	**4,615,488**	**4,716,979**	**6,382,870**	**3,251,286**	**51%**
Capital Outlay	**5,302,428**	**7,260,102**	**21,033,500**	**4,739,983**	**23%**
Other Financing Uses	**4,709,639**	**20,917,731**	**21,634,274**	**-**	**-**
Total Expense	**$109,678,212**	**$139,010,628**	**$198,198,377**	**$62,844,996**	**32%**

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

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Other Financing Uses	**1,010,633**	**-**	**-**	**-**
Total Expense	**$1,010,633**	**-**	**-**	**-**

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

Fund: 11000 Hotel Occupancy Tax Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	**3,360,758**	**3,689,821**	**3,250,000**	**1,533,685**	**47%**
Interest Income	**12,820**	**119,177**	**50,000**	**97,222**	**194%**
Other Revenue	454	1,500	-	1,750	-
Reserves	**-**	**-**	**1,000,000**	**-**	**-**
Other Financing Sources	**-**	**246,080**	**-**	**-**	**-**
Total Revenue	**$3,374,031**	**$4,056,579**	**$4,300,000**	**$1,632,656**	**38%**

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	**98,264**	**84,744**	**164,093**	**34,480**	**21%**
Benefits	**45,799**	**41,481**	**75,055**	**17,848**	**24%**
Supplies and Other Charges	**178,495**	**30,866**	**572,049**	**19,994**	**3%**
Repairs and Maintenance	**21,600**	**-**	**500,000**	**-**	**-**
Contractual Services	**127,582**	**347,894**	**185,490**	**100,390**	**54%**
Professional Services	**5,300**	**24,960**	**5,300**	**5,300**	**100%**
Community Contracts	**914,481**	**1,370,205**	**910,000**	**275,013**	**30%**
Capital Outlay	**20,704**	**554,303**	**638,013**	**514,414**	**81%**
Other Financing Uses	**1,165,715**	**-**	**1,250,000**	**-**	**-**
Total Expense	**$2,577,941**	**$2,454,451**	**$4,300,000**	**$967,439**	**22%**

Fund: 12000 State Lateral Road Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	**276**	**5,056**	**3,000**	**4,097**	**137%**
Reserves	**-**	**-**	**218,000**	**-**	**-**
Intergovernmental	30,417	30,347	30,000	29,508	98%
Total Revenue	**$30,693**	**$35,403**	**$251,000**	**$33,606**	**13%**

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Capital Outlay	**-**	**-**	**251,000**	**-**
Total Expense	**-**	**-**	**$251,000**	**-**

Fund: 13000 Unclaimed Property Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	**387**	**9,140**	**3,000**	**6,413**	**214%**
Reserves	**-**	**-**	**68,000**	**-**	**-**
Total Revenue	**$387**	**$9,140**	**$71,000**	**$6,413**	**9%**

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	**-**	**-**	**71,000**	**-**
Total Expense	**-**	**-**	**$71,000**	**-**

Fund: 15000 Law Library Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	28,463	164,116	67,500	44,555	66%
Interest Income	**48**	**1,942**	**0**	**2,246**	**-**
Reserves	**-**	**-**	**10,000**	**-**	**-**
Total Revenue	**$28,511**	**$166,057**	**$77,500**	**$46,801**	**60%**

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

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	**36,793,246**	**31,728,216**	**39,176,878**	**39,700,219**	**101%**
Interest Income	**50,392**	**433,637**	**200,000**	**398,153**	**199%**
Other Revenue	460,822	397,231	487,494	487,494	100%
Reserves	**-**	**-**	**19,000,000**	**-**	**-**
Total Revenue	**$37,304,461**	**$32,559,083**	**$58,864,372**	**$40,585,866**	**69%**

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

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

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

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	23,569	623	500	190	38%
Interest Income	**935**	**15,192**	**0**	**10,898**	**-**
Reserves	**-**	**-**	**300,000**	**-**	**-**
Other Financing Sources	**42,545**	**-**	**-**	**-**	**-**
Total Revenue	**$67,049**	**$15,815**	**$300,500**	**$11,088**	**4%**

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

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	454,677	364,311	350,000	121,078	35%
Interest Income	**5,390**	**31,036**	**20,000**	**20,994**	**105%**
Reserves	**-**	**-**	**1,230,000**	**-**	**-**
Total Revenue	**$460,067**	**$395,347**	**$1,600,000**	**$142,072**	**9%**

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	**105,859**	**104,059**	**128,285**	**56,549**	**44%**
Benefits	**72,410**	**56,889**	**83,311**	**29,224**	**35%**
Supplies and Other Charges	**21,476**	**725**	**1,263,064**	**1,165**	**0%**
Contractual Services	**103,091**	**327,291**	**125,340**	**57,573**	**46%**
Total Expense	**$302,836**	**$488,964**	**$1,600,000**	**$144,511**	**9%**

Fund: 20010 County Clerk Archival Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	387,387	290,550	315,000	104,645	33%
Interest Income	**5,682**	**30,786**	**10,000**	**21,834**	**218%**
Reserves	**-**	**-**	**1,293,000**	**-**	**-**
Total Revenue	**$393,069**	**$321,336**	**$1,618,000**	**$126,479**	**8%**

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

Fund: 22000 Courthouse Security Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	105,826	115,046	106,050	40,684	38%
Interest Income	**180**	**5,325**	**0**	**1,571**	**-**
Reserves	**-**	**-**	**64,000**	**-**	**-**
Other Financing Sources	**442,325**	**294,951**	**0**	**-**	**-**
Total Revenue	**$548,331**	**$415,322**	**$170,050**	**$42,255**	**25%**

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

Fund: 22010 Justice Court Security Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	33,291	33,424	31,500	17,530	56%
Interest Income	**236**	**4,523**	**2,500**	**3,581**	**143%**
Reserves	**-**	**-**	**208,000**	**-**	**-**
Total Revenue	**$33,527**	**$37,947**	**$242,000**	**$21,110**	**9%**

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

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	61,726	84,461	60,000	49,438	82%
Interest Income	**334**	**5,326**	**4,000**	**3,810**	**95%**
Reserves	**-**	**-**	**200,000**	**-**	**-**
Total Revenue	**$62,060**	**$89,788**	**$264,000**	**$53,248**	**20%**

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

Fund: 23010 District Clerk Archival Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Charges for Services	5,670	595	-	130
Interest Income	**69**	**131**	**-**	**21**
Total Revenue	**$5,739**	**$726**	**-**	**$151**

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

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	28,441	28,209	26,000	14,710	57%
Interest Income	**276**	**4,324**	**2,000**	**3,269**	**163%**
Reserves	**-**	**-**	**193,000**	**-**	**-**
Total Revenue	**$28,717**	**$32,534**	**$221,000**	**$17,978**	**8%**

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

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	9,750	10,059	10,000	3,597	36%
Interest Income	**146**	**2,647**	**0**	**1,990**	**-**
Reserves	**-**	**-**	**119,000**	**-**	**-**
Total Revenue	**$9,896**	**$12,706**	**$129,000**	**$5,588**	**4%**

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	**-**	**-**	**129,000**	**-**
Total Expense	**-**	**-**	**$129,000**	**-**

Fund: 25000 Forfeiture Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	7,821	5,329	0	-	-
Interest Income	**58**	**918**	**0**	**585**	**-**
Reserves	**-**	**-**	**33,000**	**-**	**-**
Total Revenue	**$7,879**	**$6,247**	**$33,000**	**$585**	**2%**

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

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	**7**	**113**	**50**	**82**	**164%**
Other Revenue	75	150	0	75	-
Reserves	**-**	**-**	**4,900**	**-**	**-**
Total Revenue	**$82**	**$263**	**$4,950**	**$157**	**3%**

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date
Supplies and Other Charges	**-**	**-**	**4,950**	**-**
Total Expense	**-**	**-**	**$4,950**	**-**

Fund: 27000 Bail Bond Board Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	**151**	**2,428**	**1,500**	**1,761**	**117%**
Other Revenue	2,000	2,500	2,000	1,000	50%
Reserves	**-**	**-**	**105,000**	**-**	**-**
Total Revenue	**$2,151**	**$4,928**	**$108,500**	**$2,761**	**3%**

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

Fund: 28000 Voter Registration Fund

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

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

Fund: 29000 Vehicle Inventory Interest Fund

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

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	3,624	8,389	2,500	2,465	99%
Interest Income	4,142	23,620	15,000	22,686	151%
Reserves	-	-	331,000	-	-
Total Revenue	$7,767	$32,009	$348,500	$25,151	7%

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

Fund: 30000 Brazos County Grant Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Public Health Revenue	**-**	**0**	**60,000**	**60,000**	**100%**
Other Revenue	-	32	-	-	-
Reserves	**-**	**-**	**6**	**-**	**-**
Intergovernmental	5,175,775	2,603,804	4,749,019	2,034,066	43%
Other Financing Sources	**300,769**	**336,489**	**711,264**	**-**	**-**
Total Revenue	**$5,476,543**	**$2,940,325**	**$5,520,289**	**$2,094,066**	**38%**

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	**1,328,022**	**1,748,464**	**2,861,531**	**1,247,284**	**44%**
Benefits	**640,754**	**813,685**	**1,327,727**	**568,089**	**43%**
Supplies and Other Charges	**233,515**	**106,792**	**436,145**	**43,604**	**10%**
Repairs and Maintenance	**937,236**	**5,186**	**3,150**	**404**	**13%**
Contractual Services	**2,055,371**	**116,713**	**396,244**	**170,838**	**43%**
Professional Services	**3,840**	**-**	**200,000**	**2,500**	**1%**
Capital Outlay	**322,412**	**158,206**	**295,492**	**128,403**	**43%**
Total Expense	**$5,521,150**	**$2,949,047**	**$5,520,289**	**$2,161,121**	**39%**

Fund: 31000 American Rescue Plan Act

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	**(1,392)**	**-**	**-**	**-**	**-**
Intergovernmental	8,445,192	7,495,180	20,000,000	132,807	1%
Total Revenue	**$8,443,800**	**$7,495,180**	**$20,000,000**	**$132,807**	**1%**

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

Fund: 32000 SB 22 2023 Rural Law Enforcement Salary Assistance Program

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date
Intergovernmental	-	-	-	1,050,000
Total Revenue	**-**	**-**	**-**	**$1,050,000**

Fund: 33000 Sheriff's Office Crime Fund

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	**267**	**1,599**	**500**	**1,574**	**315%**
Other Revenue	1,600	8,000	0	-	-
Reserves	**-**	**-**	**113,000**	**-**	**-**
Total Revenue	**$1,867**	**$9,599**	**$113,500**	**$1,574**	**1%**

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

Fund: 34000 District Attorney Crime Fund

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

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	80,558	32,611	20,000	300	2%
Interest Income	**341**	**5,816**	**2,000**	**3,937**	**197%**
Reserves	**-**	**-**	**249,000**	**-**	**-**
Total Revenue	**$80,899**	**$38,427**	**$271,000**	**$4,237**	**2%**

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	**14,390**	**20,383**	**80,376**	**10,202**	**13%**
Benefits	**7,935**	**9,588**	**14,686**	**4,879**	**33%**
Supplies and Other Charges	**24,089**	**11,007**	**155,938**	**13,095**	**8%**
Contractual Services	**314**	**360**	**20,000**	**180**	**1%**
Capital Outlay	**5,782**	**-**	**-**	**-**	**-**
Total Expense	**$52,509**	**$41,339**	**$271,000**	**$28,355**	**10%**

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	38,109	70,904	25,000	6,364	25%
Interest Income	**67**	**1,264**	**-**	**1,052**	**-**
Reserves	**-**	**-**	**65,000**	**-**	**-**
Total Revenue	**$38,176**	**$72,167**	**$90,000**	**$7,416**	**8%**

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

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Charges for Services	-	402,125	5,000	5,334	107%
Interest Income	**1,004**	**5,259**	**0**	**8,314**	**-**
Reserves	**-**	**-**	**104,000**	**-**	**-**
Total Revenue	**$1,004**	**$407,384**	**$109,000**	**$13,648**	**13%**

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

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Taxes	**10,766,578**	**9,799,037**	**10,910,000**	**10,649,368**	**98%**
Interest Income	**89,607**	**345,490**	**170,000**	**135,401**	**80%**
Reserves	**-**	**-**	**500,000**	**-**	**-**
Other Financing Sources	**1,165,715**	**-**	**1,250,000**	**-**	**-**
Total Revenue	**$12,021,900**	**$10,144,527**	**$12,830,000**	**$10,784,770**	**84%**

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

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	**105,757**	**515,615**	**120,000**	**194,026**	**162%**
Other Revenue	-	2,929	-	-	-
Reserves	**-**	**-**	**8,400,000**	**-**	**-**
Total Revenue	**$105,757**	**$518,544**	**$8,520,000**	**$194,026**	**2%**

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

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	-	212,288	-	459,589	-
Reserves	-	-	19,800,000	-	-
Other Financing Sources	-	20,009,102	-	-	-
Total Revenue	-	$20,221,390	$19,800,000	$459,589	2%

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

Fund: 43231 Off System Road Bond

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	-	109,492	-	226,958	-
Reserves	-	-	10,100,000	-	-
Other Financing Sources	-	10,307,719	-	-	-
Total Revenue	-	$10,417,211	$10,100,000	$226,958	2%

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

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	-	106,296	-	226,167	-
Reserves	-	-	9,908,000	-	-
Other Financing Sources	-	10,165,860	-	-	-
Total Revenue	-	$10,272,156	$9,908,000	$226,167	2%

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

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Other Revenue	95,799	102,356	-	-	-
Reserves	**-**	**-**	**23,839,123**	**373,654**	**2%**
Other Financing Sources	**5,473,504**	**20,893,118**	**19,923,010**	**-**	**-**
Total Revenue	**$5,569,303**	**$20,995,474**	**$43,762,133**	**$373,654**	**1%**

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Discretionary Spending	**-**	**-**	**6,162,654**	**-**	**-**
Supplies and Other Charges	**-**	**-**	**4,000,000**	**-**	**-**
Capital Outlay	**11,813,336**	**5,391,415**	**33,568,379**	**2,078,815**	**6%**
Debt Service	**-**	**-**	**31,100**	**-**	**-**
Other Financing Uses	**24,942**	**-**	**-**	**-**	**-**
Total Expense	**$11,838,278**	**$5,391,415**	**$43,762,133**	**$2,078,815**	**5%**

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	**11,448**	**0**	**-**	**-**	**-**
Other Revenue	20,909,742	23,006,476	20,841,700	12,498,059	60%
Reserves	**-**	**-**	**4,500,000**	**-**	**-**
Other Financing Sources	**-**	**-**	**1,000,000**	**-**	**-**
Total Revenue	**$20,921,190**	**$23,006,476**	**$26,341,700**	**$12,498,059**	**47%**

Description	2021-2022 Actual Expenditures	2022-2023 Actual Expenditures	2023-2024 Adopted Budget	2023-2024 Expenditures to Date	Percent Spent
Salaries and Wages	**215,192**	**227,069**	**461,901**	**97,193**	**21%**
Benefits	**60,911**	**133,569**	**200,280**	**49,251**	**25%**
Supplies and Other Charges	**50,614**	**53,669**	**968,719**	**25,716**	**3%**
Repairs and Maintenance	**93**	**75**	**100**	**25**	**25%**
Contractual Services	**17,991,568**	**21,346,651**	**24,276,500**	**11,466,625**	**47%**
Professional Services	**289,964**	**379,176**	**434,200**	**169,154**	**39%**
Total Expense	**$18,608,343**	**$22,140,208**	**$26,341,700**	**$11,807,964**	**45%**

Fund: 93000 Regional Mobility Authority

Description	2021-2022 Actual Revenue	2022-2023 Actual Revenue	2023-2024 Adopted Budget	2023-2024 Actual Revenue To Date	Percent Received
Interest Income	88	494	-	209	-
Reserves	-	-	13,992	-	-
Total Revenue	$88	$494	$13,992	$209	1%

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

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

Fund: 01000 General Fund - Contingency

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

* Can only be used for that program or division

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

Fund: 11000 HOT Fund Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
HOT Fund Contingency - 11002500	526,974.00	-	526,974.00
Total HOT Fund Contingency	**526,974.00**	**-**	**526,974.00**

* Can only be used for this fund

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

Fund: 13000 Unclaimed Property Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Contingeny - 12005000	49,200.00	-	49,200.00
Total Unclaimed Property Fund Contingency	**49,200.00**	**-**	**49,200.00**

* Can only be used for this fund

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

Fund: 20000 County Clerk Records Management Fund - Contingency *

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

* Can only be used for this fund

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

Fund: 20010 County Clerk Archival Fund - Contingency *

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

* Can only be used for this fund

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

Fund: 22000 Courthouse Security Fund - Contingency *

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

* Can only be used for this fund

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

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

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

* Can only be used for this fund and specific divisions

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

Fund: 25000 Forfeiture Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Sheriff Forfeiture Fund - 2801000	17,502.00	-	17,502.00
Total Forfeiture Fund Contingency	**17,502.00**	**-**	**17,502.00**

* Can only be used for this fund

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

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

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Contingency - 19006000	4,950.00	-	4,950.00
Total District Attorney Hot Check Collections Fund - Contingency	**4,950.00**	**-**	**4,950.00**

* Can only be used for this fund

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

Fund: 27000 Bail Bond Board Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Contingency - 12006000	96,828.00	-	96,828.00
Total Bail Bond Board Fund - Contingency	**96,828.00**	**-**	**96,828.00**

* Can only be used for this fund

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

Fund: 29000 Vehicle Inventory Interest Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Contingency - 13006000	277,345.00	-	277,345.00
Total Vehicle Inventory Interest Fund - Contingency	**277,345.00**	**-**	**277,345.00**

* Can only be used for this fund

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

Fund: 30000 Grant Fund - Contingency *

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

* Can only be used for this fund and specific divisions

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

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

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Contingency - 28050000	15,900.00	-	15,900.00
Total Sheriff's Office Crime Fund Contingency	**15,900.00**	**-**	**15,900.00**

* Can only be used for this fund

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

Fund: 34000 District Attorney Crime Fund - Contingency *

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

* Can only be used for this fund

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

Fund: 35000 Primary Election Services Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Contingency - 21130000	71,900.00	-	71,900.00
Total Primary Election Services Fund Contingency	**71,900.00**	**-**	**71,900.00**

* Can only be used for this fund

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

Fund: 43200 2020 Certificates of Obligation - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Commissioner's Court Contingency - 11001500	3,038,134.00	(1,441,836.18)	1,596,297.82
Total 43200 2020 Certificates of Obligation Contingency	**3,038,134.00**	**(1,441,836.18)**	**1,596,297.82**

* Can only be used for this fund

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

Fund: 45000 General Permanent Improvement Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Commissioner's Court Contingency - 63110001	3,988,000.00	(2,130,851.50)	1,857,148.50
Total General Permanent Improvement Fund Contingency	**3,988,000.00**	**(2,130,851.50)**	**1,857,148.50**

* Can only be used for this fund

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

Fund: 50000 Health and Life Insurance Fund - Contingency *

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

* Can only be used for this fund

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

Fund: 55000 Jail Commissary Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Jail Commissary - 28006000	961,453.00	-	961,453.00
Total Jail Commissary Fund Contingency	**961,453.00**	**-**	**961,453.00**

* Can only be used for this fund

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

Fund: 58000 County Attorney Operating Fund - Contingency *

Department	2023-2024 Adopted Budget	2023-2024 Contingency	2023-2024 Remaining to Date
Contingency - 18006000	65,000.00	-	65,000.00
Total County Attorney Operating Fund Contingency	**65,000.00**	**-**	**65,000.00**

* Can only be used for this fund