



MINUTES

NOVEMBER 4, 2025

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, November 4, 2025 with the following members of the Court present:

Kyle Kacal, Acting County Judge, Presiding;
Bentley Nettles, Commissioner of Precinct 1;
Chuck Konderla, Commissioner of Precinct 2;
Fred Brown, Commissioner of Precinct 3;
Wanda J. Watson, Commissioner of Precinct 4;
Karen McQueen, County Clerk, Absent;

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

1. Invocation and Pledge of Allegiance

- U.S. and Texas Flag - Commissioner Nettles

2. Call for Citizen input and/or concerns

Stephen Pearsall, resident of Precinct 2, addressed the Court concerning the Consulting Contracts Workshop.

Peter Michelena, resident of Precinct 4, addressed the Court concerning the Consulting Contracts Workshop.

Consider and take action on agenda items: 3 - 25

3. Discussion and consideration of possible burn ban extension.

Emergency Management Coordinator Jason Ware addressed the Court recommending an extension of the Burn Ban. Mr. Ware stated that the drought index is on the rise and the four fire chiefs are in favor of extending the Burn Ban.

The Court voted unanimously to extend the Burn Ban with the condition that the Court can lift the ban at any time it is deemed appropriate.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Bentley Nettles. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

4. Approval of the following Official Public Bond:
 - a. Judge, County Court at Law #2 - Roy D. Brantley

The following official bond was approved:
Roy D. Brantley, Judge County Court at Law #2

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Other. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

5. Approval of the following appointments to the Board of Managers of the 9-1-1 District with term effective January 1, 2026:
 - a. Fred Brown
 - b. Lloyd Wasserman

Commissioner Nettles spoke in favor the appointments.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

6. Approval of the following appointments to the Homeland Security Advisory Committee to fill the unexpired terms of Tradd Mills and Arthur Davila, respectively, ending March 31, 2027:
 - a. Lauren McGrath, Emergency Management Coordinator, City of College Station
 - b. Paul Torres, Public Health Emergency Preparedness Manager, Brazos County Health District

Commissioner Konderla thanked Tradd Mills and Arthur Davila for their time of service on the Homeland Security Advisory Committee.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

7. Approval requested for the Non-Profit Organization Application for Brazos County

Inmate Work Crew Labor to provide maintenance and clean-up services at the Brazos Valley Veterans Memorial site located at Veterans Park and Athletic Complex on November 7, 2025.

A copy of the application is attached.

Motion: Approve, Moved by Commissioner Fred Brown, Seconded by Commissioner Bentley Nettles. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

8. Approval requested for the Non-Profit Organization Application for Brazos County Inmate Work Crew Labor to assist Radio MASH Toy Drive, Inc. in December 2025.

A copy of the application is attached.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

9. Approval of the following Job Description:
 - a. Road & Bridge - B02664 - Clerk

Commissioner Nettles questioned the changes being made to positions during the ongoing Compensation and Benefits Study.

Human Resources Director Jennifer Salazar provided clarification and noted that this has no impact on the budget.

Commissioner Watson spoke in favor of approving the item.

A copy of the job description is attached.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Fred Brown. Passed. 4-1. Ayes: Brown, Kacal, Konderla, Watson. Nays: Nettles.

10. Request from the Tax Office for the following personnel changes with effective date as of November 8, 2025. This change has no impact to the Tax Assessor's FY 2026 budget.
 - a. Decrease B2321-1 Property Tax Supervisor - Tax Office, Group 22 Step 7 to Group 22 Step 5, Salary Full-Time
 - b. Decrease B2335-1 Accounting Supervisor - Tax Office, Group 22 Step 7 to Group 22 Step 5, Salary Full-Time
 - c. Increase B2310-1 Office Manager -Tax Office, Group 21 Step 3 to Group 21 Step 5, Salary Full-Time
 - d. Increase B2313-1 Administrative Clerk - Tax Office, Group 16 Step 6 to Group 16 Step 7, Hourly Full-Time
 - e. Increase B2313-2 Administrative Clerk - Tax Office, Group 16 Step 6 to Group 16 Step 7, Hourly Full-Time
 - f. Increase B2341-1 Clerk I - Tax Office, Group 13 Step 4 to Group 13 Step 5, Hourly Full-Time

A copy of the position control changes is attached.

Commissioner Brown and Commissioner Nettles spoke in opposition to the approval. Commissioner Watson spoke in support of the approval.

Commissioner Konderla stated his willingness to support the approval with the understanding that it has no impact to the budget.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by Commissioner Chuck Konderla. Passed. 3-2. Ayes: Kacal, Konderla, Watson. Nays: Brown, Nettles.

11. Approval requested to issue US Bank credit cards to the following employees with a credit limit for each of \$1,000.00 for conferences, travel and other department related expenses:
 - a. Chief Deputy Sean McCarroll, Constable Pct. 1
 - b. Stacey Kasberg, Juvenile Services Department

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

12. Approval requested for the FY 2026 Revision of the Capital Improvement Plan Policy.

Commissioner Nettles asked for clarification on the policy.

Budget Officer Nina Payne and County Auditor Marci Turner provided clarification. Commissioner Nettles noted the policy needed further revision to better clarify the Auditor's role. On a motion to table from Commissioner Nettles, with a second from Commissioner Konderla, the Court voted unanimously to table this item.

A copy of the policy is attached.

Motion: Table, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

13. Approval of the following policy revision effective FY 2026:
 - a. 2.03.9 - Holiday Expiration

A copy of the policy is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

14. Approval requested from Road & Bridge for Renewal of the Field Agreement with Texas Wildlife Service Program (TWSP) for the control and/or removal of nuisance animals (mammal/rodent/pest) from various dam structures in Brazos County from October 1, 2025 - September 30, 2026.

Commissioner Konderla spoke in support of the agreement.
A copy of the agreement is attached.

Motion: Approve, Moved by Commissioner Wanda J. Watson, Seconded by

Commissioner Chuck Konderla. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

15. Approval of the following FY 2026 Community Support Contracts:

- a. Chamber of Commerce
- b. Sexual Assault Resource Center

A copy of the contracts is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

16. Request for approval of the Final Plat of Lake Millican Estates Lot14R and Lot 25R, being a Replat of Lots 14 and 25; BBB & C Railroad Survey, Abstract 85; Brazos County, Texas. Site is located in Precinct 1.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Fred Brown. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

17. Request permission to enter private property owned by Nader Mirabolfathi at 5903 Wild Horse Run (River Run Subdivision). County will repair erosion and install rock rip-rap to protect roadway and lessen future erosion. Site is located in Precinct 1.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

18. Consider and take action on the Brazos WIFI utility permit to directional bore 4,600 feet of fiber optic conduit within the right-of-way of Cherokee Drive for internet services. Project also includes one (1) road bore. Site is located in Precinct 1.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Chuck Konderla. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

19. Request from Brazos County Municipal Utility District No. 1 and Southern Pointe LLC for acceptance of the following Southern Pointe roadways into the Brazos County Road System:

- a. Southern Pointe Section 203
- b. Southern Pointe Section 700

Pursuant to the Interlocal and Funding Agreement For the Maintenance of Roads between Brazos County and Brazos County Municipal Utility District No. 1 dated December 27, 2016 and First Supplement to the Interlocal and Funding Agreement dated March 5, 2024, Brazos County does not assume any responsibility for the maintenance of the accepted roads. Site is located in

Precinct 1.

Motion: Approve, Moved by Commissioner Bentley Nettles, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

20. Tax Refund Applications for the following:

Overpayments

- a. KJMC Inc. - \$442.15
- b. KJMC Inc. - \$108.48
- c. KJMC Inc. - \$170.43
- d. Thomas D. Hickman, Sr. - \$52.26

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

21. Budget Amendments.

- a. FY 24/25 Budget Amendments 51.01
- b. FY 25/26 Budget Amendments 3.01 - 3.04

a. FY 24/25 Budget Amendments

51.01 - Non-Cash accrual entry required under GASB 96 - Subscription Based IT Arrangements.

b. FY 25/26 Budget Amendments

3.01 - Transfer funds from Road and Bridge to Sheriff's Office.

3.02 - Transfer funds from Information Technology to District Clerk.

3.03 - Reallocate funds for Road and Bridge.

3.04 - Transfer funds from Information Technology to County Judge.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

22. Personnel Change of Status.

- Approval of Personnel Change of Status

A copy of the Personnel Change of Status is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

23. Payment of Claims.

- Approval of Payment of Claims

A copy of the claims is attached.

Motion: Approve, Moved by Commissioner Chuck Konderla, Seconded by Commissioner Wanda J. Watson. Passed. 5-0. Ayes: Brown, Kacal, Konderla, Nettles, Watson.

24. Convene into Executive Session pursuant to the following:

- a. Texas Government Code §551.074 to discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of county personnel.
- b. Texas Government Code §551.087 for deliberation regarding economic development negotiations.

At this point, the Acting County Judge announced that the Court would not need to convene into Executive Session.

25. Consider and possible action on Executive Session.

The Court did not convene into Executive Session.

26. Acknowledgement of the 2025-2026 Budget to Actuals by Fund as of October 27, 2025.

Acknowledgement of the 2025-2026 Contingency Budget to Actuals by Fund as of October 27, 2025.

The Court acknowledged receipt of the 2025 - 2026 Budget to Actuals by Fund and Contingency Fund Budget to Actuals as of October 27, 2025.

Judge Kacal noted a typo on the agenda stating that the agenda should read "Acknowledgement of the 2025 - 2026 Contingency Budget to Actuals as of October 27, 2025."

27. Acknowledgement of the Fiscal Year 2026-2030 Capital Improvement Program.

The Court acknowledged receipt of the FY 2026-2030 Capital Improvement Program.

28. Monthly report from County Attorney's Office.

County Attorney Earl Gray provided a brief overview of the job of the County Attorney's Office and reported the following:

- year to date cases disposed -1,032
- year to date fines and fees paid and collected - \$563,000

Mr. Gray then shared about the Specialty Programs and their purpose. Mr. Gray provided details about the Veterans Treatment Program and engaged in conversation with Court concerning the program. The Court thanked Mr. Gray and his team.

29. Monthly report from the District Attorney's Office.

Brazos County District Attorney Jarvis Parsons reported for the month of October they have indicted over 175 cases and disposed of over 229 cases. The DA's office had 6 jury trials. DA Parsons entered discussion on two of those cases. The Court thanked DA Parsons.

30. Monthly report from the Public Defender's Office.

Chief Public Defender Nathan Wood reported for the month of October. Mr. Wood shared the history of how the Public Defenders Office was established and the main objectives of their office.

Commissioner Konderla and Commissioner Watson expressed their support of the Public Defenders Office. The Court thanked Mr. Woods.

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

Commissioner Watson encouraged the community to get out and vote.

Commissioner Brown shared that he would like to have a future discussion on the use of Brazos County resources by soundings counties.

Commissioner Konderla clarified that the Brazos County Elections website can be found at brazosvotes.org.

Commissioner Nettles congratulated both College Station High Schools as their bands head to State. He also acknowledged the Marine Corps Birthday on Monday, November 10th and Veteran's Day on Tuesday, November 11th.

Judge Kacal reminded staff that Job Questionnaires are due November 7th. Also, the Court will hold a Special Called Session on Thursday November 6th, at 10:30 a.m. in the Commissioners' Courtroom and the Chamber of Commerce is holding their annual Banquet on Monday November 10th. Judge Kacal then thanked Charles Wendt and his team in the Purchasing Department for the Workshop prior to Court this morning.

Reminder to all employees and departments that the Job Description Questionnaires (JDQs) are due on November 7, 2025.

32. Adjourn.



FILED FOR RECORD

DATE 10/29/2025
AT 4:45 O'CLOCK P. M
KAREN MCQUEEN
BRAZOS COUNTY CLERK
By [Signature]

**BRAZOS COUNTY
BRYAN, TEXAS**

NOTICE OF MEETING AND AGENDA

BRAZOS COUNTY COMMISSIONERS COURT

**THE COMMISSIONERS COURT OF BRAZOS COUNTY WILL MEET
IN REGULAR SESSION ON NOVEMBER 4, 2025 AT 10:00 AM IN THE
COMMISSIONERS COURTROOM OF THE BRAZOS COUNTY
ADMINISTRATION BUILDING, 200 S. TEXAS AVENUE, SUITE 106,
BRYAN, TX 77803**

**THE PUBLIC MAY WATCH THE MEETING LIVE ON THE BRAZOS
COUNTY COMMISSIONERS COURT YOUTUBE CHANNEL AT:
[HTTPS://WWW.YOUTUBE.COM/@BRAZOSCOUNTY3227](https://www.youtube.com/@BRAZOSCOUNTY3227).**

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 - U.S. and Texas Flag - Commissioner Nettles
 2. Call for Citizen input and/or concerns

Consider and take action on agenda items: 3 - 25

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- Approval of Personnel Change of Status

23. Payment of Claims.

- Approval of Payment of Claims

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- b. Texas Government Code §551.087 for deliberation regarding economic development negotiations.

25. Consider and possible action on Executive Session.

26. Acknowledgement of the 2025-2026 Budget to Actuals by Fund as of October 27, 2025.

Acknowledgement of the 2025-2056 Contingency Budget to Actuals by Fund as of October 27, 2025.

27. Acknowledgement of the Fiscal Year 2026-2030 Capital Improvement Program.

28. Monthly report from County Attorney's Office.

29. Monthly report from the District Attorney's Office.

30. Monthly report from the Public Defender's Office.

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

Reminder to all employees and departments that the Job Description Questionnaires (JDQs) are due on November 7, 2025.

32. Adjourn.

PUBLIC COMMENTS

Public Comment during the Commission Meeting may be for all matters, both on and off the agenda, and be limited to four minutes per person. Public participation sign-up sheets must be submitted at least five (5) minutes prior to the start of the posted meeting time. Persons are invited to submit comments in writing on the agenda items and/or attend and make comment at the Commission meeting. Members of the public are reminded that the Brazos County Commissioners Court is a Constitutional Court, with both judicial and legislative powers, created under Article V, Section 1 and Section 18 of the Texas Constitution. As a Constitutional Court, the Brazos County Commissioners Court also possesses the power to issue a Contempt of Court Citation under Section 81.023 of the Texas Local Government Code. Accordingly, members of the public in attendance at any Regular, Special and/or Emergency meeting of the Court shall conduct themselves with proper respect and decorum in speaking to, and/or addressing the Court; in participating in public discussions before the Court; and in all actions in the presence of the Court. Those members of the public who are inappropriately attired and/or who do not conduct themselves in an orderly and appropriate manner will be ordered to leave the meeting. Refusal to abide by the Court's Order and/or continued disruption of the meeting may result in a Contempt of Court Citation.

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

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

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

INVOCATION

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

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

BRAZOS COUNTY COMMISSIONER'S COURT

4 DAY OF November, 2025
10:00 (AM)/PM, Regular Session

Name
(PLEASE PRINT)

Organization
(PLEASE PRINT)

Kevin Stuart
Delia Sandoval
Aubrey Leggett
Sharyl Lowe
Nina Payne
Victoria McCoy
Ashlee Peters-Bowman
Marsha Anderson
Trevor Lansdown
Bob Lamkin
Charles Kuebler
Billy Melzow
ERIC CALDWELL
Leslie Contreras
Saleem

BCSO
Comm court
Comm court
Comm court
Budget
Co Clerk
Co Clerk
Co Judge
Project Man
Facilities Services
IT
IT
IT
Risk
Risk

BRAZOS COUNTY
COMMISSIONER'S COURT

4 DAY OF November, 2025
10:00 (AM)/PM, Regular Session

Name
(PLEASE PRINT)

Organization
(PLEASE PRINT)

Peter Michelena
Spencer Mays
Ken Smith
WM. CHARLES WENDT
KATHY BATTLES
Stephen Pearsall
Barbara Smith
Raeanna McLunathy
Jennifer Salazar
MO
KYLE GREENWOOD
BOB GREENWOOD
Cristian Villarreal
Prarthana Banerji
Ed Bull

VFW 4692
Budget.
Dr. J. J.
Parett
✓
Citizen
Cofudge
HR
HR
ALSO
CITIZEN
CITIZEN
Treas
R & B
Cofudge Office

BRAZOS COUNTY
COMMISSIONER'S COURT

4 DAY OF November, 2025
10:00 AM/PM, Regular Session

Name

(PLEASE PRINT)

B BRAAT
D Long
Kimberly Gonzalez
Jason Ware
ANN Boney
Joe Southern
LINDA Ricketson
Paul Marlowe
Hannah Sivinski
Jylie Anderson
Wayne Dickey
Hezekiah Carter Jr
Jarvis Persons
BRIAN BAUER
JOE SALVATO

Organization

(PLEASE PRINT)

Co Judge
Bcc Pct 2
CO Judge
EM
NAACP
The Eagle
Juvenile
Bcso
Brazos Transit District
Correctional Medical
SO
Pct 4
DA Office
DA Office
R+B



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 11/4/2025

ITEM: Discussion and consideration of possible burn ban extension.

TO: Commissioners Court

DATE: 10/28/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[Burn Ban Word October 2025 extended November 4.pdf](#) Burn Ban (extended)

Backup Material



BRAZOS COUNTY
BRYAN, TEXAS
ORDER

EXTENDING PROHIBITION OF OUTDOOR BURNING

WHEREAS, in accordance with provisions of the Texas Local Government Code, Chapter 352, a drought condition exists or has existed in Brazos County, Texas as determined by Texas Local Government Code Chapter 352; and,

WHEREAS, on October 14, 2025, the Commissioners Court issued an order prohibiting outdoor burning set to expire on November 13, 2025; and,

WHEREAS, the Commissioners Court makes a finding that circumstances continue to present in all or part of the unincorporated area of Brazos County create a public safety hazard that would be exacerbated by outdoor burning.

BE IT THEREFORE ORDERED that the following regulations are hereby established for all unincorporated areas of Brazos County, Texas for the duration of the above mentioned declaration;

1. Action Prohibited:

A person violates this order if he or she burns any combustible material outside of an enclosure serving to contain all flames and/or sparks, or orders such burning by others.

2. Enforcement:

- A.** As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
- B.** Upon notification of suspected outdoor burning, the fire department assigned to the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
- C.** If in the opinion of the officer at the scene and/or the fire chief, the goal of the order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his discretion, notify the party about the provisions of this order and request compliance with it. In such instances, an entry of the notification shall be made into the dispatcher's log containing the time, date, and place of the warning, and the name of the person receiving the warning.

3. At the discretion of the peace officer or the fire chief, second or flagrant violations of the order may be prosecuted in accordance with the statutes and procedures governing misdemeanors.

4. This Order Prohibiting Outdoor Burning continues in effect as it was originally issued on October 14, 2025 and is hereby extended this 4th day of November 2025 and will expire sixty (60) days from today's date which is January 2, 2026 unless terminated earlier by the Commissioners Court or the County Judge. The Commissioners Court hereby designates to the County Judge the authority to terminate this Order in accordance with Local Government Code Section 352.081(c)(2).

5. This prohibition does not apply to prescribed outdoor burning activities related to public health and safety and/or trench-burning related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: (1) firefighting training; (2) public utility; (3) natural gas pipeline or mining operations; (4) planting or harvesting of agriculture crops; or (5) burns that are conducted by a prescribed burn manager certified under Section 153.048 of the Texas Natural Resources Code, and meet the standards of Section 153.047 of the Texas Natural Resources Code.

6. **Exception(s):**

A. Welding

Welding may be allowed under the following guidelines only:

Provide a spotter for each welder, each cutter, each grinder, and for any activity that causes or may cause a spark.

- Maintain a minimum perimeter around the welding area of a radius of 25 feet or three times the height of the actual welding, whichever is greater. (Example: if the welding is occurring ten feet off the ground, a perimeter of thirty (30) feet radius must be protected). The perimeter must be clear of vegetation and kept wet. If the perimeter cannot be cleared of vegetation, proper precautionary measures must be taken (Example: protecting brush, etc., by utilizing fire resistant tarps).
- Maintain a minimum of 100 gallons of water at the site.
- Maintain a minimum of one (1) water pressure fire extinguisher per spotter.
- No welding shall occur if winds are greater than 20 mph or relative humidity is less than 30%.
- Prior to conducting any welding activity, the welder shall give notice to the Brazos County Dispatch on their non-emergency number at (979-361-3888). The notice may be by phone but shall give the name of the welder conducting the welding operation, the location of the operation, cell phone number of other contact information, and the name of party responsible.

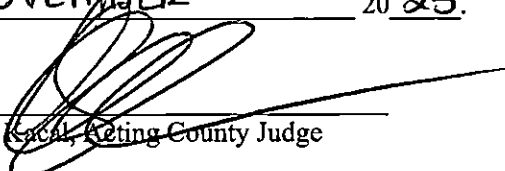
B. Outdoor Cooking

All outdoor cooking or open flame devices are prohibited.

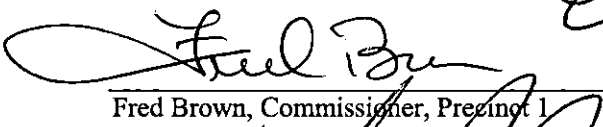
- Unless the cooking device is propane or natural gas and has a complete and full enclosure that it utilizes at all times.
- Unless the cooking device is wood or charcoal and has a complete and full enclosure that is utilized, and all areas around cooking device shall be clear of vegetation and/or combustible materials or debris for a 5' radius.

BE IT ALSO ORDERED that this order may be enforced by any duly commissioned peace officer and that the venue for prosecution of this order will be the Justice of the Peace.

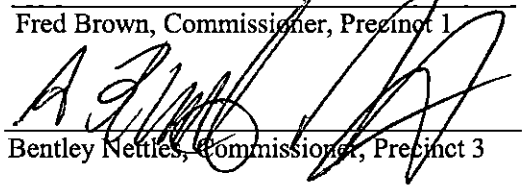
APPROVED this 4TH day of NOVEMBER 20 25.



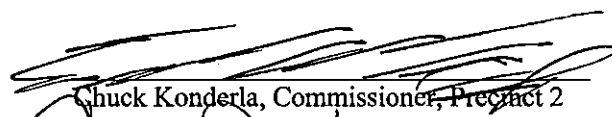
Kyle Kacal, Acting County Judge



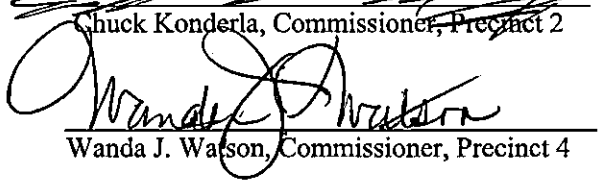
Fred Brown, Commissioner, Precinct 1



Bentley Nettles, Commissioner, Precinct 3



Chuck Konderla, Commissioner, Precinct 2



Wanda J. Watson, Commissioner, Precinct 4



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Brazos County Clerk NUMBER:

DATE OF COURT MEETING: 11/4/2025

ITEM: Approval of the following Official Public Bond:
• a. Judge, County Court at Law #2 - Roy D. Brantley

TO: Commissioners Court

FROM: Karen McQueen

DATE: 10/27/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR
ALTERNATIVES: Approval of Judge Roy Brantley, County Court at Law #2 bond as required by Government
Code 25.0006 (a-2).

ATTACHMENTS:

File Name

[Brantley_bond.pdf](#)

Description

Judge Brantley bond

Type

Cover Memo

FILED FOR RECORD

DATE 10-27-2025

AT _____ O'CLOCK _____ M

PUBLIC OFFICIAL BOND
(Definite Term)

KAREN MCQUEEN, Travelers Casualty and Surety Company of America
Brazos County Clerk
By [Signature]

Bond No. 108337615

KNOW ALL MEN BY THESE PRESENTS, That we ROY D BRANTLEY
of 13410 HEADWATER LN, COLLEGE STATION, TX 77845-7068

as Principal, and Travelers Casualty and Surety Company of America, a corporation duly incorporated under the laws of the State of
Connecticut, as Surety, are held and firmly bound unto County of Brazos

as Obligee, in the penal sum of Five Hundred Thousand

(\$500,000.00) Dollars, lawful money of the United States of America, for the payment of which well and truly to be made,
said Principal binds himself/herself, his/her heirs, executors, administrators and assigns, and said Surety binds itself, its successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has been Elected to the office of Judge
for a definite term beginning August 26, 2025, and ending August 25, 2027, and is required to furnish a bond for
the faithful performance of the duties of the said office or position.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that if the above bounden Principal shall (except as
hereinafter provided) faithfully perform the duties of his/her said office or position during the said term, and shall pay over to the
persons authorized by law to receive the same all moneys that may come into his/her hands during the said term without fraud or
delay, and at the expiration of said term, or in case of his/her resignation or removal from office, shall turn over to his/her successor
all records and property which have come into his/her hands, then this obligation to be null and void; otherwise to remain in full force
and effect.

PROVIDED, HOWEVER, that the above named Surety shall not be liable hereunder for any loss of any public fund resulting from
the insolvency of any bank or banks in which said funds are deposited; and, if this provision shall be held void, this entire bond shall
be void.

AND PROVIDED FURTHER, that the Surety may cancel bond at any time during the said term by giving to the obligee a written
notice of its desire so to cancel and at the expiration of thirty (30) days from the receipt of such notice by the obligee the surety shall
be completely released as to all liability thereafter accruing. If this provision shall be held void, this entire bond shall be void.

SEALED and dated this August 26, 2025.

ROY D BRANTLEY

[Signature]

Witness By:

[Signature]

Roy D Brantley Principal

Travelers Casualty and Surety Company of America

Brian Woodbury

By:

Brian Woodbury Attorney in Fact

S-2232 (06-08)



This notice provides no coverage, nor does it change any policy terms. To determine the scope of coverage and the insured's rights and duties under the policy, read the entire policy carefully. For more information about the content of this notice, the insured should contact their agent or broker. If there is any conflict between the policy and this notice, the terms of the policy prevail.

Independent Agent And Broker Compensation Notice

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html.

Or write:

**Travelers, Agency Compensation
One Tower Square
Hartford, CT 06183**



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Brian Woodbury** of **SAINT PAUL, Minnesota**, their true and lawful Attorney(s)-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

By:

Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-In-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-In-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 26 day of August, 2025.



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-In-Fact and the details of the bond to which this Power of Attorney is attached.

OATH OF OFFICE
(COUNTY COMMISSIONERS AND COUNTY JUDGE)

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me, at _____, Texas, this _____ day of _____, 20____.

(Seal)

Notary Public

County, Texas

OATH OF OFFICE

(GENERAL)

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered, or promised to pay, contributed nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me, at _____, Texas, this _____ day of _____, 20____.

(Seal)

Notary Public

County, Texas

THE STATE OF TEXAS } ss
County of Brazos

The foregoing bond of Roy D. Brantley as Judge, County Court Law #2 in and for Brazos County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

[Signature] Clerk
County Court Brazos County

Date: NOVEMBER 4, 2015

[Signature] County Judge,
Brazos County, Texas

THE STATE OF TEXAS } ss
County of _____

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, 20____, with its certificates of authentication, was filed for record in my office the _____ day of _____, 20____, at _____ o'clock _____ M., and duly recorded the _____ day of _____, 20____, at _____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page _____.

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

Clerk

By _____ Deputy

County Court _____ County



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 11/4/2025

ITEM: Approval of the following appointments to the Board of Managers of the 9-1-1 District with term effective January 1, 2026:

- a. Fred Brown
- b. Lloyd Wasserman

TO: Commissioners Court

DATE: 10/10/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
9-1-1 Board Appointments.pdf	Letter Backup Patrick Corley	Cover Memo
Fred Brown - Appt Certificate - Board of Managers of the 9-1-1 District.pdf	Fred Brown - Appt Certificate - Board of Managers of the 9-1-1 District	Backup Material
Lloyd Wasserman - Appt Certificate - Board of Managers of the 9-1-1 District.pdf	Lloyd Wasserman - Appt Certificate - Board of Managers of the 9-1-1 District	Backup Material

From: Patrick Corley
To: Kyle J. Kacal; Marsha D. Anderson; Aubrey M. Leggett
Cc: Laura Blackburn; Edward C. Bull; Fred H. Brown
Subject: 9-1-1 Board Appointments
Date: Tuesday, October 7, 2025 8:12:38 AM

Brazos County Disclaimer

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

Judge Kacal:

As you know, the statutes governing the Brazos County Emergency Communications District call for the Commissioners Court to make two appointments to the Board of Managers of the 9-1-1 District. These two-year appointments, currently held by Lloyd Wasserman and Commissioner Fred Brown, expire on December 31st of this year.

With the agenda scheduling needs of the Court in mind, we are requesting that the Court take action on this appointment at its earliest opportunity, but no later than December 31st in order to have a complete Board in place for our January Board meeting. **As a reminder, there are no term limits for our Board members and we would welcome the reappointment of the current members to serve another term.**

As always, please do not hesitate to contact me if you have any questions or require further information.

Thanks,

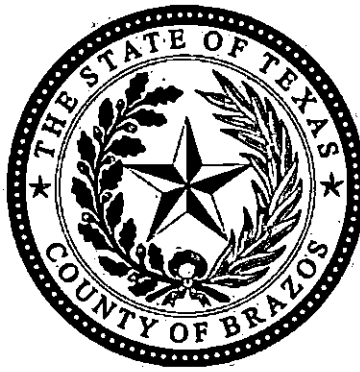
Patrick

Patrick Corley

Executive Director
Brazos County 9-1-1 District
(979) 779-0911
pcorley@bc911.org



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BRAZOS COUNTY
BRYAN, TEXAS

APPOINTMENT

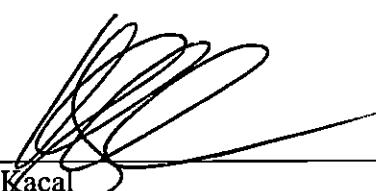
The Commissioners Court of Brazos County does hereby approve the appointment of

Fred Brown

to the

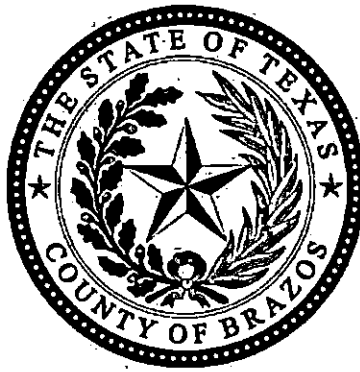
Board of Managers of the 9-1-1 District

The term of this appointment is effective January 1, 2026.



Kyle Kacal
Acting County Judge

11/4/25
Date



BRAZOS COUNTY
BRYAN, TEXAS

APPOINTMENT

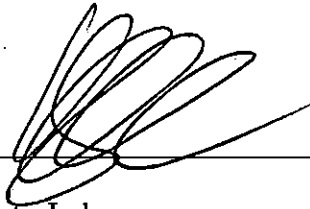
The Commissioners Court of Brazos County does hereby approve the appointment of

Lloyd Wasserman

to the

Board of Managers of the 9-1-1 District

The term of this appointment is effective January 1, 2026.



Kyle Kacal
Acting County Judge

11/4/25

Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING:

11/4/2025

ITEM:

Approval of the following appointments to the Homeland Security Advisory Committee to fill the unexpired terms of Tradd Mills and Arthur Davila, respectively, ending March 31, 2027:

- a. Lauren McGrath, Emergency Management Coordinator, City of College Station
- b. Paul Torres, Public Health Emergency Preparedness Manager, Brazos County Health District

TO:

Commissioners Court

DATE:

10/22/2025

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

Approval of the appointments to the Homeland Security Advisory Committee to fill an unexpired term ending March 31, 2027.

NOTES/EXCEPTIONS:

Lauren McGrath, Emergency Management Coordinator, City of College Station
Mrs. McGrath will replace Tradd Mills to fill his unexpired term

Paul Torres, Public Health Emergency Preparedness Manager, BCHD
Mr. Torres will replace Arthur Davila to fill his unexpired term.

ATTACHMENTS:

File Name

Description

Type

[Lauren McGrath - HSAC - Appt Certificate.pdf](#)

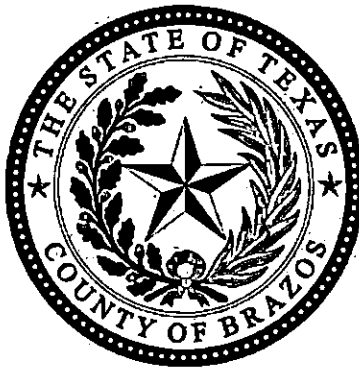
Lauren McGrath - HSAC - Appt Certificate

Cover Memo

[Paul Torres - HSAC - Appt Certificate.pdf](#)

Paul Torres - HSAC - Appt Certificate

Cover Memo



BRAZOS COUNTY
BRYAN, TEXAS

APPOINTMENT

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

Lauren McGrath

to the

Homeland Security Advisory Committee

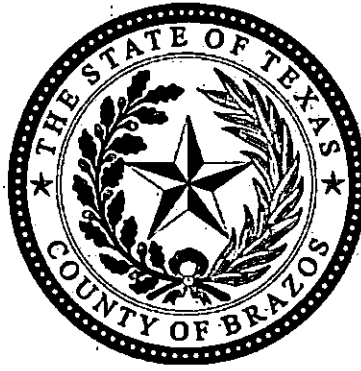
Unexpired term ending March 31, 2027.



Kyle Kacal
Acting County Judge

11/4/25

Date



BRAZOS COUNTY
BRYAN, TEXAS

APPOINTMENT

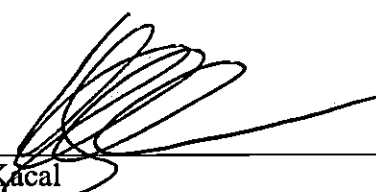
The Commissioners Court of Brazos County does hereby approve the appointment of

Paul Torres

to the

Homeland Security Advisory Committee

Unexpired term ending March 31, 2027.



Kyle Kacal
Acting County Judge

11/4/25

Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Brazos County Office of the Sheriff-Detention Ctr. NUMBER:

DATE OF COURT MEETING: 11/4/2025

ITEM: Approval requested for the Non-Profit Organization Application for Brazos County Inmate Work Crew Labor to provide maintenance and clean-up services at the Brazos Valley Veterans Memorial site located at Veterans Park and Athletic Complex on November 7, 2025.

TO: Commissioners Court

FROM: Chief Kevin Stuart, CJM

DATE: 09/08/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

REQUIREMENTS: Approval and Signature for the Non-Profit Application to have the Detention Center Inmate Work Crew provide maintenance and clean-up of the site at Veterans Park and Athletic Complex in November 7, 2025
.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 11/4/2025

ITEM: Approval requested for the Non-Profit Organization Application for Brazos County Inmate Work Crew Labor to assist Radio MASH Toy Drive, Inc. in December 2025.

TO: Commissioners Court

DATE: 10/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Consider and approve the Non-Profit Organization application allowing the Brazos County Detention Center Inmate Work Crew to provide labor and assistance for Radio MAS*H Toy Drive, Inc. during their annual holiday event in December 2025



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources

NUMBER:

DATE OF COURT MEETING: 11/4/2025

ITEM: Approval of the following Job Description:
• a. Road & Bridge - B02664 - Clerk

TO: Commissioners Court

DATE: 10/28/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Human Resources is requesting the approval of the following Job Description(s). The Job Description(s) have been reviewed and verified to meet the Job Description requirements. Consequence of non-approval could hinder the employee and/or department.

ATTACHMENTS:

File Name

Description

Type

[Road Bridge - B02664 - Clerk.docx](#)

Approval of the following Job Description: Road & Bridge - B02664 - Clerk

Backup Material



Brazos County Job Description

Last Updated: September 2025

Template Revision 1.3 10/24/2025

Class Number:	B2664	Title:	Clerk
Pay Group:	11	Department:	Road & Bridge
FLSA Status:	Non-Exempt	Reports To:	County Engineer
Approved Date:	11/04/2025	EEOC Category:	Administrative Support Workers

General Summary:

Acts as first point of contact for onsite Brazos County Road & Bridge customers/visitors. Manages multi-line phone system by handling general queries, routing inquiries to appropriate personnel and taking detailed messages. Supports office operations through various clerical and organizational tasks.

Essential Duties:

Serves as first point of contact for all incoming visitors, setting a positive and professional tone for the Brazos County Road & Bridge Department.

Manages multi-line phone system by handling general queries, routing inquiries to appropriate personnel and taking detailed messages.

Must learn and have working knowledge of Brazos County Regulations and the ability to research and provide accurate information to customers as needed.

Accepts in person Brazos County Floodplain Development Permit Applications and Right-of-Way Permit Applications by answering general permitting questions and checking the accuracy of completed applications before acceptance.

Must be eligible for and successfully obtain bonding as required for handling cash and financial assets.

Must be eligible for and obtain Notary Public commissioning.

Conducts the sale of Brazos County Trash Stickers for trash collections sites.

Calculates and collects associated fees for services provided by the Brazos County Road & Bridge Department, and processes cash, credit, and check transactions.

Retrieves, counts, and balances daily cash, check, and credit cards receipts. Accurately completes deposit slips for cash and checks. Maintains accurate records for all deposits and related documentation.

Orders office supplies and equipment for the department as necessary.

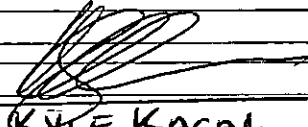
Manages and maintains the Oversize and Overweight Truck Permit Program.

Cross trains with and provides support to Administrative Secretary as needed. Acts as a reliable back up, performing all necessary duties of the Administrative Secretary during their absence to maintain business continuity.

May assist other staff members as needed when approved by supervisor.

APPROVED

Other Duties as assigned.

Supervision			
Received:	From County Engineer		11/4/25
Given:	This is a non-supervisory position.	KYLE KACAL	Date
		ACTING County Judge	

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

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

Certificates, Licenses, Registrations	
Required:	
Preferred:	Fidelity Bonding and Commissioned Notary Public

<i>Physical Demands</i>	
Typical:	The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; reach with hands and arms; bend and kneel; and talk and hear. The employee frequently is required to stand and walk. The employee must frequently lift and/or move objects weighing up to 20 pounds, such as books and stacks of records. Specific vision abilities required by this job include close vision, distance vision, and ability to adjust focus.
<i>Knowledge, Skills, & Abilities</i>	
Typical:	Multitask across all responsibilities Communicate effectively both orally and in writing <i>*Bilingual Preferred*</i> Work effectively and cooperatively with coworkers, as well as customers Use Microsoft Suite and other applicable programs Reason and interpret laws, policies, and procedures as intended in Regulations, Ordinances and Design Guidelines Prepare concise and accurate reports Read financial documents, including purchasing, budget, and financial reports Basic bookkeeping practices and procedures; standard purchasing procedures and policies
<i>Work Environment</i>	
Typical:	The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate. The employee is frequently required to work closely with others as a part of a team, to perform tedious and exacting work, to perform multiple tasks simultaneously, to switch from one task to another, and to work under time pressures to meet deadlines.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office

NUMBER:

DATE OF COURT MEETING: 11/4/2025

ITEM: Request from the Tax Office for the following personnel changes with effective date as of November 8, 2025. This change has no impact to the Tax Assessor's FY 2026 budget.

- a. Decrease B2321-1 Property Tax Supervisor - Tax Office, Group 22 Step 7 to Group 22 Step 5, Salary Full-Time
- b. Decrease B2335-1 Accounting Supervisor - Tax Office, Group 22 Step 7 to Group 22 Step 5, Salary Full-Time
- c. Increase B2310-1 Office Manager -Tax Office, Group 21 Step 3 to Group 21 Step 5, Salary Full-Time
- d. Increase B2313-1 Administrative Clerk - Tax Office, Group 16 Step 6 to Group 16 Step 7, Hourly Full-Time
- e. Increase B2313-2 Administrative Clerk - Tax Office, Group 16 Step 6 to Group 16 Step 7, Hourly Full-Time
- f. Increase B2341-1 Clerk I - Tax Office, Group 13 Step 4 to Group 13 Step 5, Hourly Full-Time

TO: Commissioners Court

FROM: Nina Payne

DATE: 10/22/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

SOURCE OF FUNDS: Fund 01000 - General Fund
Division 13000100 - Tax Assessor - Collector - Administration

ACTION REQUESTED OR
ALTERNATIVES: Request approval.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office

NUMBER:

DATE OF COURT MEETING: 11/4/2025

ITEM: Request from the Tax Office for the following personnel changes with effective date as of November 8, 2025. This change has no impact to the Tax Assessor's FY 2026 budget.

- a. Decrease B2321-1 Property Tax Supervisor - Tax Office, Group 22 Step 7 to Group 22 Step 5, Salary Full-Time
- b. Decrease B2335-1 Accounting Supervisor - Tax Office, Group 22 Step 7 to Group 22 Step 5, Salary Full-Time
- c. Increase B2310-1 Office Manager - Tax Office, Group 21 Step 3 to Group 21 Step 5, Salary Full-Time
- d. Increase B2313-1 Administrative Clerk - Tax Office, Group 16 Step 6 to Group 16 Step 7, Hourly Full-Time
- e. Increase B2313-2 Administrative Clerk - Tax Office, Group 16 Step 6 to Group 16 Step 7, Hourly Full-Time
- f. Increase B2341-1 Clerk I - Tax Office, Group 13 Step 4 to Group 13 Step 5, Hourly Full-Time

TO: Commissioners Court

FROM: Nina Payne

DATE: 10/22/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

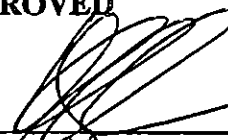
SOURCE OF FUNDS: Fund 01000 - General Fund
Division 13000100 - Tax Assessor - Collector - Administration

ACTION REQUESTED OR
ALTERNATIVES: Request approval.

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Tax_Office_Memo_11.4.25.pdf	Tax Office Memo	Cover Memo
Tax_Office_11.4.25.pdf	Tax Office Calculations	Backup Material

APPROVED


KYLE RACIAL

11/4/25

Date

ACTING County Judge



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 11/4/2025

ITEM: Approval requested to issue US Bank credit cards to the following employees with a credit limit for each of \$1,000.00 for conferences, travel and other department related expenses:

- a. Chief Deputy Sean McCarroll, Constable Pct. 1
- b. Stacey Kasberg, Juvenile Services Department

TO: Commissioners Court

FROM: Presley Nelson

DATE: 10/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: These credit cards are needed for hotels, conferences and travel outside the county, as well are regular department expenses. All expenses are fully budgeted by the department.

ATTACHMENTS:

File Name

[Sean_McCarroll.pdf](#)

[Stacey_Kasberg.pdf](#)

Description

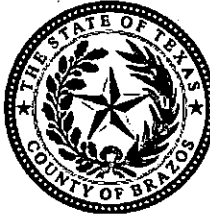
Request Letter

Request Letter

Type

Backup Material

Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing

NUMBER:

DATE OF COURT MEETING: 11/4/2025

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- b. Stacey Kasberg, Juvenile Services Department

TO: Commissioners Court

FROM: Presley Nelson

DATE: 10/23/2025

FISCAL IMPACT: False

BUDGETED: False

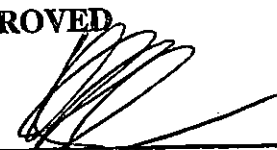
DOLLAR AMOUNT: \$0.00

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<u>File Name</u>	<u>Description</u>	<u>Type</u>
Sean_McCarroll.pdf	Request Letter	Backup Material
Stacey_Kasberg.pdf	Request Letter	Backup Material

APPROVED



KYLE RACAL
ACTING County Judge

11/4/25
Date



Constable Jeff W. Reeves

BRAZOS COUNTY PRECINCT 1

412 William D. Fitch Pkwy
College Station, Texas 77845
Telephone: 979-695-0030

October 21, 2025

To: Purchasing

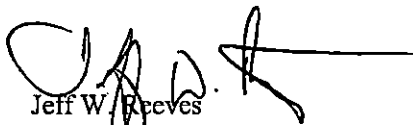
From: Constable Jeff Reeves, Pct 1

Subject: County-issued Credit Card

The Precinct 1 Constable's Office is requesting the issuance of a County-issued credit card for Chief Deputy Sean McCutroll. The card will be used to hold hotel rooms for training conferences and other matters related to County business. The card would have a \$1,000 limit.

Please feel free to contact me with any questions.

Sincerely,


Jeff W. Reeves
Constable, Pct 1

Presley Nelson

From: Stacey Kasberg
Sent: Monday, October 27, 2025 11:51 AM
To: Presley Nelson
Cc: Linda F. Ricketson; Melissa White
Subject: RE: Walmart Credit Card Program Ending

Good morning. The credit card can be assigned to me to oversee, like I did the Walmart credit card. There will be staff from our department using the card to purchase items they need once I get a PO for the items.

Our department would like commissioner's court approval for a credit card to be used to purchase certain items when needed from Wal-Mart. We would use the credit card to purchase items from Wal-Mart, like desserts, drinks, and paper goods for our quarterly Juvenile Board Meetings that are held at our department. Also, we would like to use the card to purchase student incentive items (snacks, games, restaurant gift cards) from Wal-Mart for our youth in detention, youth attending our Academy School, and youth in our STAR program to be used for school attendance, testing, academic achievement, positive behavior, reaching goals, holidays, etc. We would like our counselors to be able to purchase snacks for our youth participating in psychology groups. Lastly, we would like to use the credit card at Wal-Mart to be able to purchase clothing items, like t-shirts, belts, and jeans for youth attending our Academy School when families cannot afford the clothing for the Academy dress code. There could even be a time that we need to use the credit card in an emergency to purchase food items from Wal-Mart when we run out of something and our food order is not delivered in time from the vendor.

Thank you!

Stacey Kasberg
Administrative Services Manager
Brazos County Juvenile Services
Phone: 979-361-1825
Fax: 979-823-4211





**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:

DATE OF COURT MEETING: 11/4/2025

ITEM: Approval requested for the FY 2026 Revision of the Capital Improvement Plan Policy.

TO: Commissioners Court

FROM: Nina Payne

DATE: 10/21/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR
ALTERNATIVES: Request approval.

ATTACHMENTS:

File Name

Description

Type

[Memo_CIP_11.4.25.pdf](#)

Memo

Cover Memo

[Capital Improvement Plan \(CIP\)
_Policy - Revised 11.4.25.pdf](#)

Capital Improvement Plan (CIP) Policy - Revised 11/4/2025

Backup Material

[Capital Improvement Program 2022.pdf](#)

Capital Improvement Program 2022

Backup Material

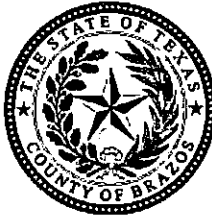
[Capital Asset Policy.pdf](#)

Capital Asset Policy

Cover Memo



DEPARTMENT:	Human Resources	NUMBER:
DATE OF COURT MEETING:	11/4/2025	
ITEM:	Approval of the following policy revision effective FY 2026: • a. 2.03.9 - Holiday Expiration	
TO:	Commissioners Court	
DATE:	10/28/2025	
FISCAL IMPACT:	False	
BUDGETED:	False	
DOLLAR AMOUNT:	\$0.00	



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources NUMBER:
DATE OF COURT MEETING: 11/4/2025
ITEM: Approval of the following policy revision effective FY 2026:
• a. 2.03.9 - Holiday Expiration
TO: Commissioners Court
DATE: 10/28/2025
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Request_to_approve_revision_of_Section_2.03.9_Holiday_Expiration_for_Jail_Juvenile_Correctional_Medicine.pdf	Request to approve revision to Section 2.03.9 Holiday Expiration	Backup Material

APPROVED


KYLE RICAL
Acting County Judge

11/4/25
Date



**BRAZOS COUNTY
HUMAN RESOURCES DEPARTMENT**

200 S. TEXAS AVE SUITE 206, BRYAN, TX 77803
PHONE (979) 361-4114 FAX (979) 823-6993

MEMORANDUM

Date: November 4, 2025

To: Hon. Kyle Kacal, Acting County Judge
Hon. Bentley Nettles, Commissioner Pct. 1
Hon. Chuck Konderla, Commissioner Pct. 2
Hon. Fred Brown, Commissioner Pct. 3
Hon. Wanda Watson, Commissioner Pct. 4

From: Jennifer Salazar, HR Director

Subject: Revision to Section 2.03.9 Holiday Expiration

I am requesting the Brazos County Personnel Policy be revised by updating the section below.

This revision will add the newly created departments of Jail Correctional Medicine and Juvenile Correctional Medicine to the 150 day Holiday Expiration policy due to the department's requirement to provide services on a 24/7 basis which would require them to work holidays. This policy allows employees additional time to utilize their holidays.

SECTION 2.03.9 HOLIDAY EXPIRATION FOR SHERIFF'S OFFICE, JUVENILE DETENTION, JAIL CORRECTIONAL MEDICINE, JUVENILE CORRECTIONAL MEDICINE:

- Employees of the Sheriff's Office, Juvenile Detention, Jail Correctional Medicine, and Juvenile Correctional Medicine who work on a holiday will have 150 days from the date of the holiday to use it. After this timeframe, the holiday will expire and will no longer be able to be used. If the holiday falls on a date in which the employee is scheduled to be off, the employee will also be allowed 150 days from the date of the holiday to use it. After this timeframe, the holiday will expire and will no longer be able to be used.





**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC 2025 Texas Wildlife Damage Management Field Agreement 10/1/2025-9/30/2026

DATE OF COURT MEETING: 11/4/2025

ITEM: Approval requested from Road & Bridge for Renewal of the Field Agreement with Texas Wildlife Service Program (TWSP) for the control and/or removal of nuisance animals (mammal/rodent/pest) from various dam structures in Brazos County from October 1, 2025 - September 30, 2026.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 10/23/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

- NOTES/EXCEPTIONS:
1. Department requesting Agenda Item: Road and Bridge
 2. Department impacted by Agenda Item: Road and Bridge
 3. Brief explanation of Agenda Item and whether, or not it is in the current year's budget: Brazos County has maintenance budget and No additional funding needed for this project.
 4. Consequences for failing to approve Agenda Item: Erosion of road right of way and roadway damage, and safety concerns.
 5. Deadline for Item Approval: As soon as possible
 6. Site of work being performed, if applicable:

ATTACHMENTS:

File Name

Description

Type

[Field Agreement 2025-](#)

[2026 - Wildlife Damage Management Services .pdf](#)

Field Agreement

Backup Material

FIELD AGREEMENT
Among
U.S. Department of Agriculture, Animal and Plant Health Inspection Service,
Wildlife Services
and
Texas A&M AgriLife Extension Service - Wildlife Services
and
Texas Wildlife Damage Management Association, Inc.
and

Brazos County Road and Bridge Dept.
Cooperator

In accordance with the terms of the Memorandum of Understanding between the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services; The Texas A&M University System, Texas A&M AgriLife Extension Services - Wildlife Services; and the Texas Wildlife Damage Management Association, Inc. (collectively known as the Texas Wildlife Services Program [TWSP]) a copy of which is on file at the State Office, San Antonio, Texas, this field agreement is intended to augment the wildlife damage management activities of the TWSP.

THEREFORE, It Is Mutually Agreed That:

1. The cooperative wildlife damage management program conducted under the terms of this agreement shall be under direct supervision of the U.S. Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services. A local representative of the TWSP will frequently consult with the Cooperator relative to the extent of the TWSP's participation in the plans and procedures that are necessary to best serve the interest of the parties hereto.
2. The Cooperator will provide funds to the Texas Wildlife Damage Management Fund for the employment of personnel, fringe benefits, payment of travel and other expenses as necessary to fulfill the mission of the cooperative program. The TWSP will contribute to the salary, travel costs, and all other necessary expenses to carry out an effective program.
3. The State Director of the TWSP or designated official will certify as to the accuracy of all claims to be paid by any party to this agreement and shall perform such other administrative functions as are agreed upon from time to time; provided, that no funds of the Cooperator will be transferred to any such employee working under the terms of this agreement.
4. Authority exists under the Animal Damage Control Act of March 2, 1931, (7 U.S.C. 426-426c, as amended) and the Rural Development, Agriculture, and Related Agencies Appropriations Act of 1988 (P.L. 100-202) for Wildlife Services to cooperate with states, individuals, public and private agencies, organizations, and institutions in the control of nuisance animals injurious to agriculture, horticulture, forestry, animal husbandry, wildlife, and public health and safety.
5. The TWSP will hold the Cooperator harmless from any liability arising from the negligent act or omission of an officer of a managing cooperative entity or employee acting within the scope of his/her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (FTCA), 28 USC 2671 et. seq., except to the extent that aforesaid liability arises from the negligent acts or omissions of the Cooperator, their employees, agents, or subcontractor(s). Such relief shall be provided pursuant to the procedures set forth in the FTCA and applicable regulations.
6. Furs or other parts of monetary value taken from wild animals will be handled in accordance with the provision of Article 3 f. of the Memorandum of Understanding.
7. This agreement and any continuation thereof shall be contingent upon availability of funds. It is understood and agreed that any monies allocated for the purpose of this agreement shall be expended in accordance with its terms and in the manner prescribed by the fiscal regulations and/or administrative policies of the appropriate managing cooperative entity that is making the funds available.
8. This agreement shall continue in force and effect until superseded or terminated. Terms and service fees may be reviewed and revised periodically. It may be amended by mutual agreement by executing a corresponding field agreement. This agreement may be terminated by either party upon thirty (30) days written notice.

NOW, THEREFORE, Pursuant To Section 2 Above, It Is Mutually Agreed That:

1. The TWSP shall furnish supervision of the project and shall provide equipment and other supplies required in the operation of the project.
2. The Cooperator shall pay the Texas Wildlife Damage Management Fund for wildlife damage management services in the amount of \$400.00 per trapping session + \$200 monthly trip charge for the period:

(monthly, annually)

Oct 1, 2025 to September 30 2026 to be spent primarily for the
purposes outlined herein:

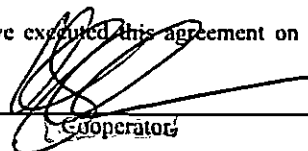
Wildlife Damage Management Services

The Cooperator further agrees to make this payment to the Texas Wildlife Damage Management Fund promptly upon receipt of a monthly invoice for services provided. The TWSP will provide a report of the wildlife damage management activities. Failure of the Cooperator to make this contribution within thirty (30) days after receipt of this invoice will, at the option of the TWSP, terminate the agreement at the end of the period.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this agreement on the dates opposite their respective signatures.

NOVEMBER 4, 2025

By _____


Cooperator

By _____

District Supervisor

By _____

State Director

STATE OFFICE

FIELD AGREEMENT
Among
U.S. Department of Agriculture, Animal and Plant Health Inspection Service,
Wildlife Services
and
Texas A&M AgriLife Extension Service - Wildlife Services
and
Texas Wildlife Damage Management Association, Inc.
and

Brazos County Road and Bridge Dept.

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NOVEMBER 4 , 2025

By _____

Cooperator

By _____

District Supervisor

By _____

State Director

STATE OFFICE

FIELD AGREEMENT
Among
U.S. Department of Agriculture, Animal and Plant Health Inspection Service,
Wildlife Services
and
Texas A&M AgriLife Extension Service - Wildlife Services
and
Texas Wildlife Damage Management Association, Inc.
and

Brazos County Road and Bridge Dept.

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NOVEMBER 4, 2025

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Cooperator

By _____

District Supervisor

By _____

State Director

STATE OFFICE

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Among
U.S. Department of Agriculture, Animal and Plant Health Inspection Service,
Wildlife Services
and
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and
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and

Brazos County Road and Bridge Dept.

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NOVEMBER 4, 2025

By _____

Cooperator

By _____

District Supervisor

By _____

State Director

STATE OFFICE



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 11/4/2025

ITEM: Approval of the following FY 2026 Community Support Contracts:

- a. Chamber of Commerce
- b. Sexual Assault Resource Center

TO: Commissioners Court

DATE: 10/22/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Chamber_Funding_Agreement.pdf	Chamber	Cover Memo
SARC_Contract_(updated_10.14.2025) - signed - signed.pdf	SARC	Cover Memo

**AGREEMENT BETWEEN BRAZOS COUNTY, TEXAS
AND THE
BRYAN/COLLEGE STATION CHAMBER OF COMMERCE, INC.**

THIS AGREEMENT ("Agreement") is made and entered into on October 1, 2025, by and between **BRAZOS COUNTY, TEXAS**, a body corporate and politic under the laws of the State of Texas, (hereinafter referred to as "County"), and the **BRYAN/COLLEGE STATION CHAMBER OF COMMERCE, INC.**, a Texas non-profit corporation (hereinafter referred to as "Chamber").

RECITALS:

WHEREAS, the Commissioners Court of Brazos County desires to stimulate, encourage, and develop business location and commercial activity within the County; and,

WHEREAS, the County wishes to contract with Chamber as its agent pursuant to TEX. LOC. GOV'T CODE ANN. §381.004 to stimulate, encourage, and develop business location and commercial activity in Brazos County; and,

WHEREAS, the County desires to diversify its economy, increase and broaden its tax base, provide more and better employment opportunities for its citizens and promote the general public welfare; and,

WHEREAS, it is important to the County to attract and expand retail business, in order to accomplish this purpose; and,

WHEREAS, Chamber is an agency with specific expertise in the field of economic development and the attraction and expansion of retail business; and,

WHEREAS, the County has determined that this Agreement is for the personal or professional services and therefore exempt from competitive bidding under Chapter 262, Local Government Code.

THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and Chamber agree as follows:

ARTICLE 1

Qualifications of the Chamber

1.1 The Chamber represents that it is a non-profit entity that is authorized and experienced in the administration and furtherance of programs that stimulate, encourage, and develop business location and commercial activity in Brazos County.

ARTICLE 2

Term

2.1 The term of this Agreement is for one (1) year, being effective as of **October 1, 2025**, and ending on **September 30, 2026**, (the "Present Term"), unless earlier terminated as provided herein.

2.2 Either party may terminate this Agreement on thirty (30) days prior written notice to the others.

2.3 Upon receipt of any termination, the County agrees to continue funding a program project that had been previously approved by the County.

ARTICLE 3

Administration Services

3.1 Chamber agrees to provide all administrative services necessary to administer the program standards set forth herein.

3.2 Pursuant to the authority granted in Chapter 381 of the Texas Local Government Code, administrative services are to be provided by Chamber and include but are not limited to:

a. Developing program projects by corresponding with and negotiating with existing Business/Employers that will develop, diversify and/or expand the Brazos County economy, develop, or expand transportation or commerce in the State, and/or serve the purpose of eliminating unemployment in Brazos County. One specific project shall include the design and performance of a Brazos County specific survey using criteria submitted by County;

b. Establishing project performance standards for each program project that are consistent with the County's goals for economic development;

c. Creating an exclusive title sponsorship of the annual Chamber Day event normally held in the Spring each year. The event would be promoted as Bryan/College Station Chamber Day, sponsored by Brazos County. Brazos County will provide an unlimited number of participants on the day of the event.

Pre-publicity of the event in the media shall recognize Brazos County as the sponsor of the event. A representative of Brazos County shall be provided an opportunity to make remarks at the event kick-off in the morning and at noon. If desired, Brazos County shall provide members on the event committee.

d. Perform a survey of business owners and managers to determine the state of the Brazos County economy. Survey results shall be presented to Brazos County during a scheduled Commissioners Court meeting.

e. Brazos County shall appoint a member of the Commissioners Court to attend and participate in briefings and presentations of various topics affecting the state of the Brazos County economy.

f. Brazos County shall be invited to send one representative, at no charge, on the Chamber's annual legislative trip to Washington, D.C. to promote the issues impacting our community, including economic development issues.

g. Brazos County shall be invited to send one representative, at no charge, to the Chamber's bi-annual legislative trip to Austin, Texas to promote the issues impacting our community including economic development issues.

h. Provide the County with two booths, at annual Job Fair.

i. Provide the Brazos County Commissioners Court with a table at the annual Economic Outlook Conference.

3.3 The Chamber shall receive the sum of **Fifteen Thousand and No/100 Dollars (\$15,000.00)** as compensation for the administrative services to be provided hereunder (herein the "Administration Funds"). **Seven Thousand Five Hundred Dollars (\$7,500.00)** shall be payable to Chamber upon the execution of this Agreement and the **remaining Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00)** shall be payable on or before September 30, 2026.

3.4 The County shall make Assembly Room 2 at the Brazos Center available to the Chamber at no cost on the last Thursday of each March from 8:00 am to 4:00 pm.

3.5 The County shall make Brazos County facilities available to the Chamber, at published price, for Chamber sponsored events.

ARTICLE 4

Accounting

4.1 The Chamber shall provide, no later than February 1, 2026, an audited financial accounting, or an internal audit financial report of the Chamber.

ARTICLE 5

Miscellaneous Terms

5.1 Notice. Notices or correspondence under this Agreement to either party from the other may be personally delivered or sent by First Class Mail, or another reliable courier.

Notice to the County shall be sent to:

Kyle Kacal, Acting County Judge
Brazos County Courthouse
200 S. Texas Ave., Suite 310
Bryan, Texas 77803

Notice to the Chamber shall be sent to:

Glen Brewer, President and CEO
Bryan/College Station Chamber of Commerce
1733 Briarcrest Drive, Suite 200
P.O. Box 3579
Bryan, Texas 77805

5.2 Severability. No partial invalidity of this Agreement shall affect the remainder unless the public purpose to be served hereby is so greatly diminished thereby as to frustrate the object of this Agreement.

5.3 Amendment. During the term of this Agreement, if certain areas need further clarification or revision, the parties will work in good faith to arrive at written memorandums or understandings regarding those areas. Any amendment of this Agreement must be in writing and executed by a duly authorized representative of each party.

5.4 Assignment. This Agreement cannot be assigned or performed by subcontractors except with the written consent of both parties.

5.5 Not Joint Venture: Independent Contractor. The parties agree that this is not a joint venture, partnership, or employee-employer relationship and that neither party shall have the authority to bind or incur liability to the other without the other's prior written permission. Furthermore, the Chamber shall be considered an independent contractor agent for the sole and limited purpose only of administering this agreement.

5.6 Applicability of Texas Law. The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law.

5.7 Venue. The place of performance of this Agreement is Brazos County, Texas, and all consideration payable hereunder and things to be done pursuant hereto shall be deemed to be payable and performable in Brazos County, Texas. Venue of any dispute arising out of this Agreement or performance hereunder shall be fixed for all purposes in Brazos County, Texas.

5.8 Entire Agreement and Binding Authority. This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their successors, agents, and assigns.

5.9 Waiver. No waiver by either party of any provision of this Agreement shall be effective unless in writing, and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision. The signatories hereto have the authority and have been given any approvals necessary to bind by this Agreement the respective parties for which they sign.

BRAZOS COUNTY, TEXAS

**BRYAN/COLLEGE STATION
CHAMBER OF COMMERCE, INC.,
a Texas non-profit corporation**

By: 

Kyle Kacal, Acting County Judge

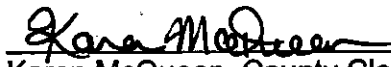
Date: 11/4/2025

By: 

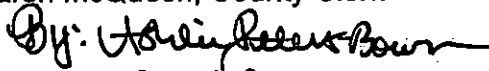
Glen Brewer, President & CEO

Date: 10/15/25

Attest:

By: 

Karen McQueen, County Clerk

By: 

Ashley Peters-Brown
Chief Deputy

LEGISLATIVE CERTIFICATIONS

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

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

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

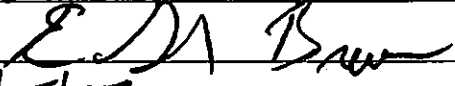
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: BRYAN/COLLEGE STATION CHAMBER OF COMMERCE

Authorized Company Representative: GLEN BREWER

Address: 1733 BRIARCREST DR. STE 200

BRYAN, TX 77802

Signature: 

Date: 10/15/25

Contract #: _____

**FUNDING AGREEMENT
BETWEEN BRAZOS COUNTY AND
BRAZOS COUNTY RAPE CRISIS CENTER, INC.
DBA SEXUAL ASSAULT RESOURCE CENTER**

THIS FUNDING AGREEMENT ("Agreement") IS ENTERED INTO BY AND BETWEEN **BRAZOS COUNTY, TEXAS**, acting by and through its duly elected County Commissioners (hereinafter "County"), and the **BRAZOS COUNTY RAPE CRISIS CENTER, INC., dba Sexual Assault Resource Center** (hereinafter "Provider"), located in Bryan, Texas, and is effective October 1, 2025.

RECITALS:

WHEREAS, the County has the objective of providing support services to the victims of sexual assault; and

WHEREAS, the Provider shares this common goal with the County; and

WHEREAS, the County desires to assist the Provider in providing support services to victims of sexual assault through funds provided by the County.

NOW THEREFORE, the parties agree to the following terms and conditions to provide such support services.

AGREEMENT

TERM

This Agreement shall be for a term of twelve (12) months commencing on the 1st day of October 2025 and terminating 30th day of September 2026.

CANCELLATION

This Agreement may be canceled by any parties hereto upon sixty (60) days written notice as provided herein.

SERVICES TO BE PERFORMED BY PROVIDER

The Provider will provide services to victims of sexual assault and their families. These services will include: a 24-hour hotline and 24-hour escort service; one-to-one counseling; group counseling; community awareness programs; Speaker's Bureau; training and supervision of volunteers; training for law enforcement agency personnel, the medical community, clergy, staff of the District Attorney's office and psychologists (collectively "Services").

USE OF COUNTY FUNDS

Funds to be furnished to Provider as stated herein be used to offset operational expenses of the Provider, including rent, telephone expenses, and office supplies.

COUNTY'S LIABILITY FOR PAYMENT

The County agrees to fund the Provider a total **\$60,000.00** ("Funds") for the term of this Agreement for the year beginning **October 1, 2025** and ending **September 30, 2026**. Payment of such sum will be paid upon receipt of invoice. **Invoice should be submitted to the accountspayable@brazoscountytexas.gov email address.**

RESPONSIBILITIES OF PROVIDER

Provider will be responsible for providing the following services pursuant to this Agreement:

1. Maintaining this Agreement;
2. Providing of Services;
3. Maintaining data files on clients and the Services provided thereto;
4. Respond to all and any inquiries by the County.
5. Provider agrees that the County, or its designated representative, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Provider agrees to maintain such records for possible audit for a minimum of three (3) years after the termination date of this Agreement unless a longer period of records retention is stipulated. Provider agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Provider agrees that the County, or its designated representative, shall further have the right to review and to copy any records and supporting documentation for prior years in which the County provided funds to the Provider under prior Agreements. Any audit will be conducted by County personnel or an independent third party, as determined by the Brazos County Commissioners Court. If the Brazos County Commissioners Court determines that the audit will be conducted by an independent third party, all costs and expenses associated with said audit will be solely paid for by the Provider.
6. Brazos County Commissioners Court may, in its sole discretion, require that an independent financial audit be performed on the records of the Provider. If an independent financial audit is performed, a management letter will be

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

7. Provider will provide the County with any and all certified audits conducted by Provider and the management letter prepared in connection therewith;
8. Provider will provide the Commissioners Court with statistics evidencing the number of Brazos County residents using the Provider's Services. Statistics from October 1, 2024 through September 30, 2025 must be submitted prior to payment.

RESPONSIBILITY OF COUNTY

The County shall be responsible for the following duties and requirements:

1. Provide County Funds.
2. Conduct a review of the Provider's performance in providing the Services to be provided hereunder in order to assess County's continued participation in the funding of the Provider.

RECORD RETENTION

The Provider shall be responsible for recordkeeping on all Services provided to those individuals using its services and all financial records. The Provider agrees to maintain and make available for inspection by the County upon request, consistent with personal privacy and subject to the limitation of state law, any and all records the County determines, in its sole discretion, to be necessary for the County to justify its continued participation in supporting the Provider with Funds. Such records shall be retained for at least three (3) years from the date the service was provided. These records shall be made available for inspection and audit by the County if it so desires.

DISCRIMINATION

The Provider shall not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. The Provider shall take affirmative action to ensure that applicants who are employed are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or

other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

INDEMNITY

The parties hereto agree to indemnify one another for and hold one another harmless from and against all suits, claims, demands, liabilities, or actions resulting or alleged to result from the breach, violation or non-performance of the services stated herein and for any damage to any person resulting from any action or omission or negligence on the part of each party hereto.

INSURANCE

The parties hereto agree that the Provider shall be an independent contractor and not any employee or agent of the County and that each shall maintain at its own expense, adequate liability insurance to insure against damages and liabilities which may arise due to the duties and obligations contracted for herein.

COUNTY INVOLVEMENT

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

GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas and venue shall lie exclusively in Brazos County, Texas. The Parties agree that all obligations under this Agreement are performable in Brazos County, Texas and that this Agreement has been executed in Brazos County, Texas. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

TERMINATION

Provider or County may unilaterally terminate this Agreement, at any time and for any reason, or no reason, by giving the other sixty (60) calendar days prior written notice.

In the event of termination Provider agrees to return funds to County of a pro rata basis based on a twelve (12) month calculation.

NOTICES

All notices required to be given hereunder shall be deemed to be duly given by delivering such notice or by mailing it, certified mail RRR to the other party at the following addresses:

Brazos County Rape Crisis Center, Inc.
P.O. Box 3082
Bryan, Texas 77805
Confidential Physical Location: 3131 East 29th Street, Bldg C, Bryan, TX.

Brazos County Commissioners Court
County Administration Building
200 South Texas Ave. No. 310
Bryan, Texas 77803

FURTHER ASSURANCES

Each party hereto agrees to perform any further acts and to execute and deliver any further documents which may be necessary to carry out the provisions of this Agreement.

SEVERABILITY

In the event that any provisions or portion of this Agreement is held to be unenforceable or invalid, the validity and enforceability of the remaining provisions or portions shall not be affected.

ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understanding, oral or written, between or among the parties hereto, relating to the subject matter of the Agreement, which are not fully expressed herein.

ASSIGNABILITY

This Agreement is not assignable by the Provider without the prior written consent of the County.

DATED this 4 day of NOVEMBER, 2025.

Brazos County


KYLE KACAL, Acting County Judge

Brazos County Rape Crisis Center, Inc.
dba Sexual Assault Resource Center

Laurie Charles
Laurie Charles, Board President

ATTEST:

Karen McQueen
KAREN McQUEEN, County Clerk
By: *Ashli Peterbama*
Chief Deputy

ATTEST:

Kim Dimmett
Kim Dimmett, Executive Director

Signature: *Kim Dimmett*

Email: kdimmett@sarcbv.org

EXHIBIT A

BRAZOS COUNTY PROVIDER AGREEMENT

- A. Acknowledgment of HIPAA Obligations and Other Regulations Implementing the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(d) ("HIPAA")). The parties acknowledge that federal regulations relating to the confidentiality of individually identifiable health information require covered entities to comply with the privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164, subparts A and E ("the Privacy Rule") and the security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"). Collectively, the Privacy Rule and the Security Rule are referred to herein as "HIPAA Rules." The HIPAA Rules, as well as any applicable state confidentiality laws, require Covered Entity to ensure that business associates who receive confidential information in the course of providing services on behalf of Covered Entity comply with certain obligations regarding the confidentiality of health information. "Covered Entity" and "Provider" are defined in the HIPAA Rules, and for the purposes of this Agreement, shall refer to Brazos County and Service Provider, respectively.
- B. Purposes for which Protected Health Information May Be Used or Disclosed. In connection with the services provided by Provider on behalf of Covered Entity pursuant to this Agreement, Covered Entity may use and disclose protected health information ("PHI"), as defined in the HIPAA Rules.
- C. Provider Obligations. Provider agrees to comply with applicable federal and state confidentiality and security laws, including, but not limited to the Privacy Rule and Security Rule, including without limitation:
1. Use of Protected Health Information ("PHI"). Provider shall not use PHI except as necessary to fulfill the purposes of this Agreement. Provider is permitted to use and disclose PHI as necessary for the proper management and administration of Provider or to carry out its legal responsibilities and its responsibilities under this Agreement. However, Provider shall in such case:

- (a) provide training to members of its workforce regarding the confidentiality requirements in the HIPAA Rules and this Agreement;
 - (b) obtain reasonable assurances from the person to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the person or entity;
 - (c) agree to notify the Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules; and
 - (d) ensure that all disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request may be disclosed.
2. Disclosure to Third Parties. If Provider discloses PHI received from Covered Entity or created or received by Provider on behalf of Covered Entity, to agents, including a subcontractor, Provider shall require the agent to agree to the same restrictions and conditions that apply to Provider under this Agreement. Provider shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Provider shall be fully liable to Covered Entity for any acts, failures, or omissions of the Agent in providing the services as if they were Provider's own acts, failures, or omissions, to the extent permitted by law. Provider further expressly warrants that its Agents will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
3. Data Aggregation. In the event that Provider works for more than one Covered Entity, Provider is permitted to use and disclose PHI, but only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules or the issuing court's orders.
4. De-identified Information. Use and disclosure of de-identified health information is permitted, but only if (i) the precise use is disclosed to Covered Entity and permitted by Covered Entity in its sole discretion and (ii) the de-identification is in compliance with 45 CFR §164.502(d), and any such de-identified health information meets the standard and implementation specifications for de-identification under 45 CFR §164.514(a) and (b).

5. Notice of Privacy Practices. Provider shall abide by the limitations of any Notice of Privacy Practices ("Notice") published by the Covered Entity of which it has knowledge. Covered Entity shall provide to Provider such Notice when it is adopted. Any use or disclosure permitted by this Agreement may be amended by such Notice. However, the amended Notice shall not affect permitted uses and disclosures on which Provider relied prior to such notice.
6. Withdrawal of Consent or Authorization. In the absence of applicable court orders governing the Provider's responsibilities, if the use or disclosure of PHI in this agreement is based upon an individual's specific consent or authorization for the use of his or her PHI, and the individual revokes such consent or authorization in writing, or the effective date of such authorization has expired, or the consent or authorization is found to be defective in any manner that renders it invalid, Provider shall, if it has notice of such revocation, expiration or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Privacy Rule expressly applies.
7. Use or Disclosure That Would Violate HIPAA. Provider is prohibited from further use or disclosure of PHI in a manner that would violate the requirements of the HIPAA Rules if the PHI were used or disclosed by the Covered Entity.
8. Safeguards. Provider shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Provider shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
9. Records Management. Upon termination of this Agreement, Provider agrees to return or destroy all PHI received from Covered Entity that Provider maintains in any form and shall comply with federal and state laws as they may be amended from time to time governing the maintenance or retention of PHI. If the return or destruction of PHI is not feasible, Provider agrees to extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
10. Individual Rights Regarding Designated Record Sets. If Provider maintains a designated record set (as defined in the HIPAA Rules) on behalf of Covered Entity, Provider agrees as follows:
 - (a) Correction of PHI. Provider agrees that it will amend PHI maintained by Provider as requested by Covered Entity.

- (b) Individual Right to Copy or Inspection. Provider agrees that, if it maintains PHI in a designated record set for the Covered Entity, it will permit an individual to inspect or copy PHI about the individual in that set under conditions and limitations required under 45 CFR §164.524. The Covered Entity is required to take action on such requests as soon as possible but not later than 30 days following receipt of the request. Provider agrees to make reasonable efforts to assist Covered Entity in meeting this deadline, to the extent the requested information is maintained by Provider and not the Covered Entity.

The information shall be provided in the form or format requested, if it is readily producible in such form or format; or in summary, if the individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged.

- (c) Individual Right to Amendment. Provider agrees, if it maintains PHI in a designated record set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 CFR §164.526. If Provider maintains a record in a designated record set that is not also maintained by Covered Entity, Provider agrees that it will accommodate an individual's right to have access to and amend PHI about the individual in a designated record set in accordance with the Privacy Rule set forth at 45 CFR §164.526, unless the regulation provides for a denial or exception that applies.

- 11. Accounting of Disclosures. Provider agrees to make available to the individual and/or the Covered Entity from whom the PHI originated, information required for an accounting of disclosures of PHI with respect to the individual, in accordance with 45 CFR §164.528, and incorporating exceptions to such accounting designated under the regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including any disclosures prior to the compliance date of the Privacy Rule).

- (a) Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Provider agrees to use its best efforts to assist Covered Entity in meeting this deadline.
- (b) Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12-month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Provider informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request.

- (c) Such accounting shall be provided as long as Provider maintains the PHI.

- D. Internal Practices, Books, and Records. Provider shall make available its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Provider on behalf of the Covered Entity to the U.S. Department of Health and Human Services or its agents for the purpose of determining the Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to the Covered Entity.
- E. Indemnification. To the extent permitted by law, Provider agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Provider or its agents in connection with the performance of Provider's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs, and expenses of which shall be the responsibility of Provider. Covered Entity shall provide Provider with timely notice of the existence of such proceedings and such information, documents, and other cooperation as reasonably necessary to assist Provider in establishing a defense to such action.

These indemnities shall survive termination of this agreement and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

- F. Mitigation. If Provider violates this Agreement or the HIPAA Rules, Provider agrees to mitigate any damage caused by such breach.
- G. Rights of Proprietary Information. The Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Provider.
- H. Termination for Breach. Without limiting the termination provisions herein, if Provider breaches any provision in this Section entitled "Use and Disclosure of PHI", Covered Entity may, at its option, access and audit the records of Provider related to its use and disclosure of PHI, require Provider to submit to monitoring and reporting, and such other conditions as Covered Entity may determine is

necessary to ensure compliance with this Article; or Covered Entity may terminate this Agreement on a date specified by Covered Entity.

- I. Reference. Any reference in this Section entitled "Use and Disclosure of PHI" means the section of the Privacy Rule or the Security Rule, as applicable, as in effect or as amended.
- J. Amendment. Provider and Covered Entity agree to take such action as is necessary to amend this Section entitled "Use and Disclosure of PHI" from time to time in order to allow Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws.
- K. Precedent and Ambiguity. If any term of this Section entitled "Use and Disclosure of PHI" conflicts with another term of this Agreement, the term contained in this Section shall be controlling. Any ambiguity in this Section entitled "Use and Disclosure of PHI" shall be resolved to permit Covered Entity to comply with the HIPAA Rules.
- L. Survival of Key Provisions. The provisions of this Section entitled "Use and Disclosure of PHI" shall survive the termination of this Agreement.

Accepted:

Kim Dimmett

Provider
Brazos County Rape Crisis Center, Inc.
dba Sexual Assault Resource Center

Signature: *Kim Dimmett*

Email: kdimmett@sarcbv.org

SARC Contract (updated 10.14.2025)

Final Audit Report

2025-10-15

Created:	2025-10-15
By:	Kim Dimmett (kdimmett@sarcbv.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXQBRh3oyeBHZL4Y0HPtnfs9MsQ6BscDL

"SARC Contract (updated 10.14.2025)" History

 Document created by Kim Dimmett (kdimmett@sarcbv.org)
2025-10-15 - 6:07:25 PM GMT

 Document e-signed by Kim Dimmett (kdimmett@sarcbv.org)
Signature Date: 2025-10-15 - 6:08:29 PM GMT - Time Source: server

 Agreement completed.
2025-10-15 - 6:08:29 PM GMT



Adobe Acrobat Sign

LEGISLATIVE CERTIFICATIONS

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

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

Pursuant to Section 2270.001, and 2274.002 Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. If Respondent is required to make a verification pursuant to Section 2276 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.
4. If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

Company Name: Brazos County Rape Crisis Ctr (SARC)

Authorized Company Representative: Kim Dimmett

Address: 404 Jane Dr #100

College Station 77840

Signature: Kimberly Dimmett

Date: 9/11/25

Contract #: _____



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC 2025 Lake Millican Estates Lot 14R and Lot 25R Final Plat -Replat of Lots 14 and 25

DATE OF COURT MEETING: 11/4/2025

ITEM: Request for approval of the Final Plat of Lake Millican Estates Lot 14R and Lot 25R, being a Replat of Lots 14 and 25; BBB & C Railroad Survey, Abstract 85; Brazos County, Texas. Site is located in Precinct 1.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 10/27/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS:

1. Department requesting Agenda Item: Road and Bridge
2. Department impacted by Agenda Item: Road and Bridge
3. Brief explanation of Agenda Item and whether, or not it is in the current year's budget: Plat denotes a lot line change between 2 adjoining lots; this change has No affect on the current year's budget.
4. Consequences for failing to approve Agenda Item:
5. Deadline for Item Approval: As soon as possible.
6. Site of work being performed, if applicable: Lot 25 fronts FM 2154 and Lot 14 fronts SH 6 South.

ATTACHMENTS:

File Name

Description

Type

[Lake Millican Estates Lots 14R and 25R Final Plat.pdf](#)

Plat

Backup Material

[Memorandum - Plat Review-](#)

[Lake Millican Estates Lots 14R and 25R.pdf](#)

Memorandum - Plat Review Process

Backup Material

[Lake Millican Estates Lots 14R and Lot 25R - Plat Application.pdf](#)

Application for Development

Cover Memo



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC 2025 Lake Millican Estates Lot 14R and Lot 25R Final Plat -Replat of Lots 14 and 25

DATE OF COURT MEETING: 11/4/2025

ITEM: Request for approval of the Final Plat of Lake Millican Estates Lot14R and Lot 25R, being a Replat of Lots 14 and 25; BBB & C Railroad Survey, Abstract 85; Brazos County, Texas. Site is located in Precinct 1.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 10/27/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

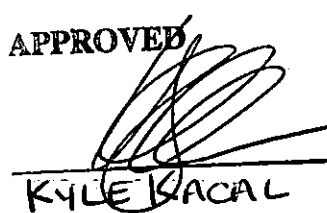
NOTES/EXCEPTIONS:

1. Department requesting Agenda Item: Road and Bridge
2. Department impacted by Agenda Item: Road and Bridge
3. Brief explanation of Agenda Item and whether, or not it is in the current year's budget: Plat denotes a lot line change between 2 adjoining lots; this change has No affect on the current year's budget.
4. Consequences for failing to approve Agenda Item:
5. Deadline for Item Approval: As soon as possible.
6. Site of work being performed, if applicable: Lot 25 fronts FM 2154 and Lot 14 fronts SH 6 South.

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Lake_Millican_Estates_Lots_14R_and_25R_Final_Plat.pdf	Plat	Backup Material
Memorandum - Plat Review- Lake_Millican_Estates_Lots_14R_and_25R.pdf	Memorandum - Plat Review Process	Backup Material
Lake_Millican_Estates_Lots_14R_and_Lot_25R_-_Plat_Application.pdf	Application for Development	Cover Memo

APPROVED


KYLE KACAL
ACTING County Judge

11/4/25
Date



BRAZOS COUNTY
ROAD AND BRIDGE DEPARTMENT
Prarthana P. Banerji, P.E., C.F.M., Brazos County Engineer

Memorandum

To: Brazos County Commissioners' Court

From: Prarthana Banerji, PE, CFM

Date: October 27, 2025

Subject: Plat of Lake Millican Estates Lot 14R and Lot 25R – Being a Replat of Lots 14 and 25

I have reviewed the subject document to ensure all applicable requirements are in compliance with the Brazos County Subdivision Regulations, approved July 5, 2016, by the Commissioners' Court of Brazos County, Texas. In addition, I affirm the following:

- Plat Application received, signed and dated
- Plat review fees have been paid
- Copy of plat provided to Brazos County for review
- Copy of plat provided to Health District, 911 and Water district/company for review
- Confirmation was received from Health District for On-Site Sewage evaluation
- Confirmation was received from Brazos County 911 for addressing/accessibility
- Confirmation was received from Water District/Company of water availability
- Development is not located in a city ETJ

I recommend the Final Plat of Lake Millican Estates Lot 14R and Lot 25R be submitted to the next available Commissioners' Court agenda.



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

PLAT APPLICATION

SUBJECT PROPERTY INFORMATION

APPLICATION DATE *: 07-28-2025	RESUBMITTAL: ☐ YES ☒ NO
PROJECT / SUBDIVISION NAME: REPLAT LAKE MILLICAN ESTATES LOTS 14R & 25R Kerr25-0774	
PROJECT ADDRESS OR LOCATION: 26168 STATE HIGHWAY 6 SOUTH, NAVASOTA TX 77868	
LEGAL DESCRIPTION: LOTS 14 & 25, LAKE MILLICAN ESTATES, VOL. 575, PG. 285 DRBCT	
IF RESUBMITTAL, PROJECT FORMERLY KNOWN AS: -	
NUMBER OF LOTS: 2	TOTAL ACREAGE 10.88 ACRES
JURISDICTION. ☐ CITY LIMITS ☐ ETJ ☒ OUTSIDE ALL CITY LIMITS AND ETJs	

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

TYPE OF APPLICATION

☐ MASTER PLAN	☐ SIMPLIFIED PLAT	☐ PRELIMINARY PLAN
☐ FINAL PLAT	☐ AMENDING PLAT	☒ REPLAT

APPLICATION PURPOSE

☐ RESIDENTIAL	☐ MANUFACTURED HOME RENTAL COMMUNITY	☒ COMMERCIAL
☐ OTHER (Please explain):		

FLOODPLAIN

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

TxDOT RIGHT-OF-WAY

WILL ANY CONSTRUCTION OCCUR IN TxDOT RIGHT-OF-WAYS?	☐ YES ☒ NO
---	---

DIGITAL FILE SUBMISSION

COUNTY ENGINEER	☒ ADOBE (.pdf file)	☒ AutoCAD (.dwg file)	(Email To: plats@brazoscountytexas.gov)
911 ADDRESSING	☒ ADOBE (.pdf file)	☒ AutoCAD (.dwg file)	(Email To: gis@brazoscountytexas.gov)

CONTACT INFORMATION

APPLICANT INFORMATION			
FIRM NAME: KERR SURVEYING, LLC			
CONTACT: TJ FRANK			
ADDRESS: 1718 BRIARCREST DR			
CITY: BRYAN	STATE: TX	ZIP: 77802	
PHONE: 9792683195	FAX:		
EMAIL: plats@kerrsurveying.net			

PROPERTY OWNER INFORMATION			
FIRM NAME: MONTCLAIR COMPANIES, LLC			
CONTACT: Drew Schiller			
ADDRESS: PO Box 10113			
CITY: College Station	STATE: Texas	ZIP: 77842	
PHONE: 979-220-1237	FAX:		
EMAIL: dschiller@montclaircompanies.com			

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

SURVEYOR INFORMATION			
FIRM NAME: SEE APPLICANT			
CONTACT:			
ADDRESS:			
CITY:	STATE:	ZIP:	
PHONE:	FAX:		
EMAIL:			

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

PROPERTY OWNER CONSENT / AGENT AUTHORIZATION

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

SIGNATURE: <i>L. Guseman</i>	PRINTED NAME: <i>Lawrence Guseman</i>	DATE: <i>2/28/25</i>
SIGNATURE:	PRINTED NAME:	DATE:

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

CALCULATIONS OF FEES

MASTER PLAN:	No charge	SIMPLIFIED PLAT:	\$100	PRELIMINARY PLAN:	\$150 + \$10 per lot
FINAL PLAT:	\$200 + \$20 per lot	AMENDING PLAT:	\$100	REPLAT:	\$200

RECEIPT BY BRAZOS COUNTY (Official Use Only)

DATE APPLICATION RECEIVED: <i>10/27/2025</i>	DATE APPLICATION RECEIVED / REJECTED: ____/____/____
SIGNATURE: <i>[Signature]</i>	SIGNATURE:

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

Application Check List:

Copies of finished plat with corrections (if any):

N/A; Pdfs & Dwg Sent

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

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

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

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

N/A

- ☐ Approval notification from appropriate City.

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

SIMPLIFIED FINAL PLAT REQUIREMENTS

Every Simplified Plat shall include all of the following:

☒ Title Block with the following information:

- ☒ Name, address, telephone and email address of Subdivider, recorded Owner, Engineer and surveyor.
- ☒ Proposed name of Subdivision. (Subdivision name & Street names will be approved through the Brazos County 911.) (Replats need to retain original Subdivision name.)
- ☒ Date of preparation. (Include the date of any revisions on the plat.)
- ☒ Engineer's scale in feet.
- ☒ Total area intended to be developed.
- ☒ Proposed number of Lots to be developed.
- ☒ Re-plat or Amending Plat, existing Lot and Block description or Abstract name and number.

☒ North arrow.

☒ Drawn on 24" x 36" sheet to scale of 100-feet per inch or larger.

☒ Subdivision boundary indicated by heavy lines. Boundary must include all of Parent Tract.

☒ All horizontal control and vertical elevations depicted on the plat shall be tied to NAD83 and NAVD 1988 Datum.

☒ A vicinity map, drawn at a scale appropriate to show all nearby major Roadways and sufficient in detail to identify the location of the proposed plat.

☐ All adjacent property Owner's names, deed record, or Subdivision name, Block and Lot number, and existing use.

☒ All parcels within the boundary of the Subdivision shall have a Block and Lot number shown on the face of the plat drawing.

☒ County boundaries, City limits, Extraterritorial Jurisdiction (ETJ) boundaries, school district boundaries and Subdivision section and/or phase boundaries.

☒ Road names and Right-of-Way width for all Roads. (Existing and proposed)

☒ All existing and proposed plat boundary lines, phase/section lines, and Lot lines with bearings and dimensions.

☒ Utility Services. (Water, wastewater, electrical, natural gas, cable, phone, etc.)

N/A ☐ Pipelines: label company with volume and page.

☒ All certification language as found in Appendix C.

☒ Easements and rights-of-way shall be dedicated to the public. The dedication of all Easements and rights-of-way shall be accomplished free of liens. The dedication shall be accompanied by the Certificate of Ownership and Dedication language found in Appendix C. The Owner's and any lien holder's dedication, and restrictions if any duly acknowledged in the manner required for acknowledgement of deeds, shall also be provided.

☒ All proposed Easements and existing Easements of record that have a designated route shall be shown on the plat with bearings and dimensions. The Owner shall be responsible for coordinating with all Utility Providers the location of all utility Easements that are shown on the Final Plat.

☐ Building Setback Lines for each proposed Lot as defined herein. For Subdivisions located within an Extraterritorial Jurisdiction (ETJ), this may be shown on the drawing or included as a plat note.

☐ Metes and bounds description of the property to be subdivided shall be certified by a Registered Professional Land Surveyor (RPLS), describing a beginning point and reciting bearings and

distances to a corner of the original land grant survey of which the Subdivision is a part, according to the best available data. (Shown on drawing; not separate description)

☒ All Subdivision external corners, angle points, points of curvature and points of tangency shall be set by a Registered Professional Land Surveyor (RPLS) before the plat is recorded and shall be a TxDOT "Light Duty Setting" monument with an aluminum or bronze disk as specified in Appendix C of the TxDOT Survey Manual of April 2011. Alternately, Bernstein® Standard Aluminum Base monument (or equivalent as approved by the County Engineer) embedded and backfilled with compacted sand may be used. All Daughter Lots, Blocks and rights-of-way within the Subdivision shall be fully monumented in compliance with the Texas Board of Professional Land Surveying Act and the Board Rules set by a Registered Professional Land Surveyor (RPLS) before the plat is recorded.

☒ Primary control points or descriptions and ties to such control points, to which, later, all dimensions, angles, bearings, Block numbers, and similar data shall be referred. The plat shall be located with respect to a corner of the surveyor tract, or an original corner of the original survey of which it is a part. All boundaries shall be tied to a County control monument.

☒ The plat note regarding Owner's responsibilities as found in Appendix G.4, if not contained in the Owner's dedication.

☒ The On-site Sewage Facility (OSSF) setback as required by the Brazos County Health District.

N/A ☐ The location, zone classification and panel Effective Date of the 100-Year Floodplain as Identified on the most current Brazos County Flood Insurance Rate Map (FIRM), published by the Federal Emergency Management Agency (FEMA).

N/A ☐ If there are any areas within the plat that include a FEMA-mapped Floodplain with a Zone A classification, or if there exists within or adjacent to the plat any water courses whose upstream drainage basin is larger than 64 acres, the plat shall also show the extent of the 100-Year Floodplain as determined by an engineering study under the seal of a Registered Professional Engineer. This study shall be sufficient in scope to determine and establish a BFE for all points within the plat.

N/A ☐ BFE's shall be shown for all points within the plat, as determined by the results of an engineering study. For plats where a FEMA-mapped Floodplain with a Zone AE classification exists within the plat, the BFE established by the accompanying FEMA- published flood study may be substituted for the engineering study.

N/A ☐ A minimum lowest finished floor elevation (FFE) for Buildings shall be established for each Lot within the plat. This minimum FFE shall be twelve (12) inches higher than the highest spot elevation that is located within five (5) feet outside the perimeter of the Building, or two-feet above the BFE, whichever is higher.

N/A ☐ If any areas within the plat include a 100-Year Floodplain (as determined by the results of an engineering study or as established by FEMA), a benchmark shall be established by the Owner within or immediately adjacent to the boundary of the plat. The location, description and elevation of the benchmark are required to be identified on the face of the plat. The elevation of this benchmark shall utilize the same vertical datum as that used in the engineering study to determine the FFE.

☐ A separate drawing containing both existing and proposed topographic information at 2-FT contour intervals along with the plat boundaries, Easement locations (existing & proposed), and culverts (existing & proposed).

☒ The certification language as found in Appendix C for both the Commissioner's Court approval and the County Clerk's filing certificate shall be located on the face of the plat. These signatures shall be obtained after approval by the Brazos County Commissioner's Court.

☐ If any Lot within the plat will be served by a well or an On-site Sewage Facility (OSSF), a letter must be provided by the Brazos County Health District stating they have examined the plat and that it is in compliance with the Brazos County On-site Sewage Facility (OSSF) Regulations, Construction Standards for On-site Sewage Facility (OSSF) Regulations as published by the Texas Commission on Environmental Quality (TCEQ). This letter must be signed by a representative of the District prior to Final Plat approval.

TO BE
REQUESTED

- N/A ☐ If the plat contains a water well site, there shall be a depiction of the TCEQ separation requirements per Title 30, Part 1, Chapter 290, Subchapter D Rule §290.41.
- ☒ If rural route mailboxes are proposed, the plat note as found in Appendix G.2 for placement of such mailboxes shall be shown on the face of the plat.
- ☒ If any areas of the plat are located outside of all incorporated areas, the plat note as found in Appendix G.1 regarding the requirement to obtain a unique Development Permit from the Brazos County Floodplain Administrator prior to locating or altering a structure or land shall be placed on the plat.
- ☒ It is the responsibility of the Owner to assure that the proposed name of the Subdivision is not duplicated. Subdivisions with different sections are considered unique. The Owner shall check with the County Clerk's records for verification.
- N/A ☐ Driveway culverts for all Lots shall be designed by a Licensed Professional Engineer.
- ☐ If entrances or driveways are proposed fronting Texas Department of Transportation (TxDOT) controlled highways, farm-to-market Roads, or others, copies of correspondence with TxDOT are required to be submitted with the Preliminary Plan stating that the general entrance or driveway configuration is within TxDOT's guidelines. Formal approval of the layout from TxDOT is required prior to approval of Final Plat.
- N/A ☐ The diameter and length for each driveway culvert shall be shown on a table on the plat. This information shall also be placed in the deed restrictions for the Lots in the Subdivision.
- N/A ☐ The Owner shall provide a letter of serviceability from an entity or entities providing water service or a letter stating that no service is available within 300 feet of the Subdivision and certifying that the Lots are suitable for private wells.
- N/A ☐ Any Improvements proposed within the Right-of-Way including, but not limited to, irrigation, landscaping, sidewalks, Subdivision Identification signs, etc. shall be maintained in accordance with an executed license agreement between the County and the Owner.
- ☒ This check list along with the required copies of the plat shall be submitted to the County Engineer for approval.
- ☒ Location and size of all existing and proposed subsurface and surface water drainage facilities, including water bodies on or immediately adjacent to the subject property and detention basins, if needed.
- N/A ☐ All existing and proposed water courses or manmade drainage channels shall be located within a Common Area to be maintained by Owner.

MASTER PLAN / PRELIMINARY PLAN REQUIREMENTS

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

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

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

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

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

FINAL PLAT APPLICATION REQUIREMENTS

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

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



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2025-PPA-Wild Horse Run-Mirabolfathi

DATE OF COURT MEETING: 11/4/2025

ITEM: Request permission to enter private property owned by Nader Mirabolfathi at 5903 Wild Horse Run (River Run Subdivision). County will repair erosion and install rock rip-rap to protect roadway and lessen future erosion. Site is located in Precinct 1.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 10/27/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Department requesting agenda item: Road and Bridge
Department impacted by agenda item: Road and Bridge
Brief explanation of agenda item and if in current year budget: Brazos County will repair erosion and install rock rip-rap in the ROW and on small portion of private property to slow the speed of water down to protect roadway and lessen future erosion.
Brazos County has maintenance budget and NO additional funding needed for project.
Consequences for failing to approve agenda item: More erosion and potential roadway damage
Deadline for agenda item approval: As soon as possible
Site of work being performed: Precinct 1 - River Run Subdivision - 5903 Wild Horse Run

ATTACHMENTS:

File Name

[PPA-Wild Horse Run-Mirabolfathi.pdf](#)

Description

PPA-Wild Horse Run-Mirabolfathi

Type

Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2025-PPA-Wild Horse Run-Mirabolfathi

DATE OF COURT MEETING: 11/4/2025

ITEM: Request permission to enter private property owned by Nader Mirabolfathi at 5903 Wild Horse Run (River Run Subdivision). County will repair erosion and install rock rip-rap to protect roadway and lessen future erosion. Site is located in Precinct 1.

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Brazos County has maintenance budget and NO additional funding needed for project.
Consequences for failing to approve agenda item: More erosion and potential roadway damage
Deadline for agenda item approval: As soon as possible
Site of work being performed: Precinct 1 - River Run Subdivision - 5903 Wild Horse Run

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
PPA-Wild_Horse_Run-Mirabolfathi.pdf	PPA-Wild Horse Run-Mirabolfathi	Backup Material

APPROVED



KYLE BACAL Date 11/4/25
Acting County Judge



BRAZOS COUNTY PRIVATE PROPERTY ACCESS PERMISSION FORM

E. Duane Peters
Brazos County Judge

Bentley Nettles
Commissioner Pct. 1

Chuck Kondrta
Commissioner Pct. 2

Fred Brown
Commissioner Pct. 3

Wanda Watson
Commissioner Pct. 4

Prathana Banerji, P.E., CFM
County Engineer
Brazos County Road & Bridge Dept.
2817 SH 21, West
Bryan, Texas 77803
Office: 979-822-2127
Fax: 979-775-0453

- I. OWNER(S): Nader & Shifteh Rastin Mirabolfathi
- II. ADDRESS: 5903 Wild Horse Run
College Station, Texas 77845
- III. LOCATION OF WORK: 5903 Wild Horse Run, College Station, Texas
R97749, River Run Subdivision., Block 4, Lot 16, 3.353 acres
- IV. DESCRIPTION OF WORK TO BE DONE: Permission to enter private property to repair erosion and install rock rip-rap to slow the speed of water down in drainage easement for the protection of roadway. This work is being done for the health, safety and welfare of the general public. Site located in Precinct 1.

Additional Comments: _____

V. MAINTENANCE: Yes ☒ No ☐

IF YES, ESTIMATED FREQUENCY OF MAINTENANCE: Only at times of erosion

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

Owner's Signature: 

Date: 10/24/2025


Prathana Banerji, P.E.
County Engineer


Joe V. Salvato
Right of Way Agent



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2025-Utility Permit-Brazos
Wifi-Cherokee Drive

DATE OF COURT MEETING: 11/4/2025

ITEM: Consider and take action on the Brazos WIFI utility permit to directional bore 4,600 feet of fiber optic conduit within the right-of-way of Cherokee Drive for internet services. Project also includes one (1) road bore. Site is located in Precinct 1.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 10/28/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Department requesting agenda item: Road and Bridge
Department impacted by agenda item: Road and Bridge
Brief explanation of agenda item and if in current year budget: Brazos WIFI will install 4,600 of fiber optic conduit within the ROW of Cherokee Drive, project also includes 1 road bore. Brazos County has NO financial responsibility in project.
Consequences for failing to approve agenda item: Less customer choice for internet
Deadline for agenda item approval: As soon as possible
Site of work being performed: Precinct 1 - Cherokee Drive from SH 6 frontage road, south to cul-de-sac dead end

ATTACHMENTS:

File Name

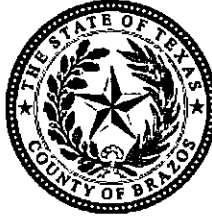
[Utility Permit-Brazos Wifi-Cherokee Drive.pdf](#)

Description

Utility Permit - Brazos Wifi - Cherokee Drive

Type

Backup Material



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC-2025-Utility Permit-Brazos
Wifi-Cherokee Drive

DATE OF COURT MEETING: 11/4/2025

ITEM: Consider and take action on the Brazos WIFI utility permit to directional bore 4,600 feet of fiber optic conduit within the right-of-way of Cherokee Drive for internet services. Project also includes one (1) road bore. Site is located in Precinct 1.

TO: Commissioners Court

FROM: Joe Salvato

DATE: 10/28/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Department requesting agenda item: Road and Bridge
Department impacted by agenda item: Road and Bridge
Brief explanation of agenda item and if in current year budget: Brazos WIFI will install 4,600 of fiber optic conduit within the ROW of Cherokee Drive, project also includes 1 road bore. Brazos County has NO financial responsibility in project.
Consequences for failing to approve agenda item: Less customer choice for internet
Deadline for agenda item approval: As soon as possible
Site of work being performed: Precinct 1 - Cherokee Drive from SH 6 frontage road, south to cul-de-sac dead end

ATTACHMENTS:

File Name

Utility_Permit-Brazos_Wifi-
Cherokee_Drive.pdf

Description

Utility Permit - Brazos Wifi - Cherokee Drive

Type

Backup Material

APPROVED


KYLE KACAL
ACTING County Judge

11/4/25
Date

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

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

Directional bore 60 feet under Cherokee Dr. 1269 feet from Hwy 6 South. Crossing will be a minimum of 36 inches under the bottom of the ditch and a minimum of 60 inches under the roadway.

Direction boring will also be completed in the county ROW on the west side of Cherokee Dr for the length of Cherokee Dr. from the intersection of Hwy 6 South , approx. 4600 feet to the end of the cul-de-sac of Cherokee Dr.

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

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

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

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

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

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

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

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

Brazos WIFI
Company Name

Tim Hardy
By:

Tim Hardy
Signature

Project Manager
Title

12135 S. Hwy 30, College Station, TX 77845
Address

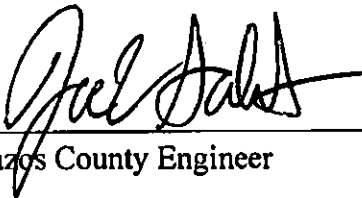
(979) 999-7010
Telephone Number

tim@brazoswifi.com
E-mail

ACCEPTANCE OF NOTIFICATION

Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated October 27, 2025 except as noted below:

EXCEPTIONS: None

For  _____
Brazos County Engineer

Brazos Wifi - Cherokee Dr.

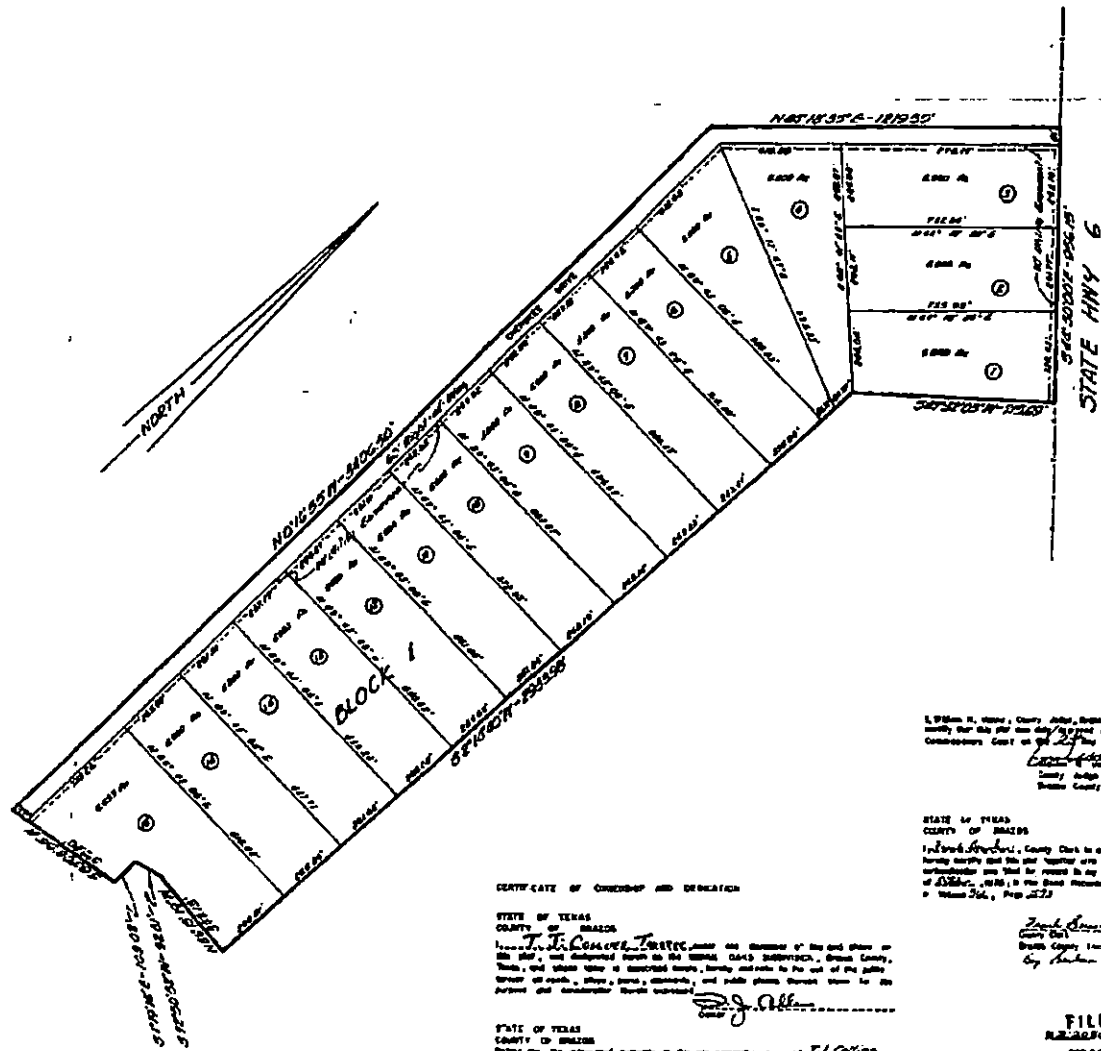
Directional bore 60 feet under Cherokee Dr. 1269 feet from Hwy 6 South. Crossing will be a minimum of 36 inches under the bottom of the ditch and a minimum of 60 inches under the roadway.

Direction boring will also be completed in the county ROW on the west side of Cherokee Dr for the length of Cherokee Dr. from the intersection of Hwy 6 South, approx. 4600 feet to the end of the cul-de-sac of Cherokee Dr.

Legend

17x30 Handhold 30 521885, 96 221390'





LOCATION MAP

I, William H. Hays, County Clerk, Brazos County, Texas, do hereby certify that this is a true and correct copy of the original survey as filed in my office on the 24th day of May, 1916.

County Clerk
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BRAZOS

I, David H. Hays, County Clerk, do hereby certify that this is a true and correct copy of the original survey as filed in my office on the 24th day of May, 1916.

County Clerk
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BRAZOS

I, David H. Hays, County Clerk, do hereby certify that this is a true and correct copy of the original survey as filed in my office on the 24th day of May, 1916.

County Clerk
Brazos County, Texas

CERTIFICATE OF CORRECTION AND DELEGATION

STATE OF TEXAS
COUNTY OF BRAZOS

I, J. J. Conner, Trustee, do hereby certify that this is a true and correct copy of the original survey as filed in my office on the 24th day of May, 1916.

Trustee
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BRAZOS

I, J. J. Conner, Trustee, do hereby certify that this is a true and correct copy of the original survey as filed in my office on the 24th day of May, 1916.

Trustee
Brazos County, Texas

STATE OF TEXAS
COUNTY OF BRAZOS

I, J. J. Conner, Trustee, do hereby certify that this is a true and correct copy of the original survey as filed in my office on the 24th day of May, 1916.

Trustee
Brazos County, Texas

FILED
Brazos County, Texas
MAY 24 1916
COUNTY CLERK

INDIAN OAKS
87.93 ACRES
J.M. BARRERA SURVEY
BRAZOS COUNTY, TEXAS
313 / 708
SCALE: 1" = 200'

PREPARED BY:
BARRERA-MACLEAN ENGINEERING
1020-A - 24TH AVENUE
DALLAS, TEXAS 75201

116767

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

A. General Requirements

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

B. Safety Requirements

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

C. Traffic Control Plan

1. A traffic control plan, pursuant to the TMUTCD or Engineered Traffic Control Plan must be provided for the following:
 - a. Any construction (i.e. pit, excavation, hole) left open over night, requires specific nighttime traffic control measures pursuant to the TMUTCD;
 - b. If construction is within ten (10) feet of the roadway; or
 - c. Any work performed in the road right-of-way;

2. Plan must be attached to the permit and kept at the job site any time work is being performed.
3. Plan must set forth the time of completion for the job.

D. Design Standards

1. All overhead installations shall conform to clearance standards of the Texas Department of Transportation and the pole be placed in the designated area for power specified as set forth in the *Texas Utilities Code, Section 181.045*.
2. All pole installation (including lighting) shall be placed at the backside of the Right of Way to ensure safety to the public. Any pole placed in violation of this requirement will be required to be moved to the appropriate location at the company's expense. Exceptions may be approved by the County Engineer.
3. All underground installations shall (these are minimum depths -- utility may place deeper):
 - a. be placed at a minimum depth of forty-eight (48) inches below the top of the pavement;
 - b. be at least thirty-six (36) inches below ditch flow line when installation is within the area measured from top of bank to top of bank;
 - c. be at least forty-eight (48) inches below ditch flow line if low pressure gas or petroleum lines. For high pressure gas and petroleum lines, see High Pressure Pipelines requirements listed below;
 - d. not be closer than ten (10) feet from the edge of pavement. Exceptions may apply in rights of way of less than 60'.
4. Water Lines: All water lines must be a minimum 36-inches below the ditch flow line and cased. Waterlines shall be cased if crossing under the roadway.
5. Utilities in all new developments that have 60 feet or greater of right of way shall be installed within designated locations based upon the type of utility. The locations shall be as follows: (measured from back of right-of-way).
 - Power -- 0-2 feet, nominally 1'
 - Phone -- 2-4 feet, nominally 3'
 - Gas -- 4-6 feet, nominally 5'
 - Cable -- 6-8 feet, nominally 7'
6. Utilities with less than 60 feet right-of-way in all new developments shall install the utility in a similar manner as referenced in No. 3 above, however, the County Engineer or its designated representative will provide final approval of each utility location.
7. The length of any trench to be opened in advance of the pipe, conduit or ducts may not be longer than 400' if left open over night or unattended.
8. Crossings under a county road shall:
 - a. be bored or jacked. ABSOLUTELY NO OPEN CUTS WITHIN COUNTY ROAD PAVEMENT;
 - b. be pressure grouted for the full length of the crossing *if* the annular space between pipe and casing and soil exceeds one (1) inch. Brazos County must be given 24 hours notice of pressure grouting operations and have the opportunity to have an inspector on site to observe pressure grouting operations;
 - c. TxDOT Standard Specification Item 476 shall be followed for all boring, jacking, tunneling and joints.
9. Bore Pits
 - a. no pits shall remain open longer than 2 days;

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

E. Emergency work

- 1. In the event Company is required to perform emergency services, that requires excavation in a County Right of Way, and unable to notify the County Engineer prior to conducting emergency repairs, Company shall notify County Engineer within 24 hours of beginning construction/repairs. This will allow the County Engineer and Road & Bridge Office an opportunity to inspect the site to ensure the integrity of the County Right of Way and traffic safety controls used

F. Repairs to existing facilities

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

G. Relocation of utilities:

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

H. High Pressure Pipelines

1. All utility Permits for high pressure pipelines (generally 60 PSI or greater), whether pertaining to controlled access or non-controlled access installations, should contain the following additional information in the description of the permit.
 - diameter
 - wall thickness
 - material specification
 - minimum yield strength
 - maximum operation pressure of the pipeline
2. With the exception of the maximum operation pressure of the pipeline, this information is to be supplied for both the carrier pipe and the casing.
3. Assurance must also be given that the installation material and design meet the minimum Federal Safety Standards for Liquid and Gas Pipe Lines. Assurance must be provided on company letterhead and signed by an authorized representative of the company.
4. Petroleum Pipelines:

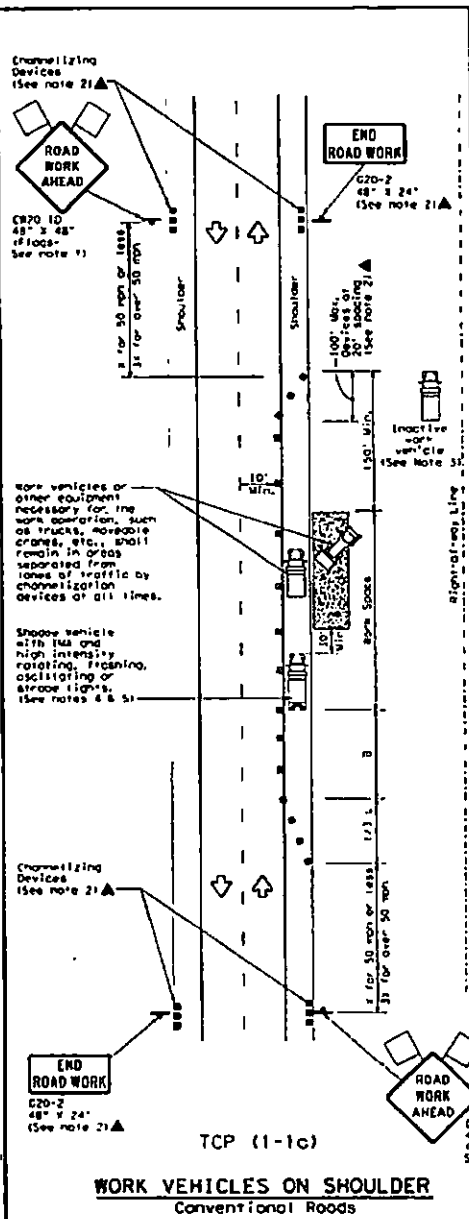
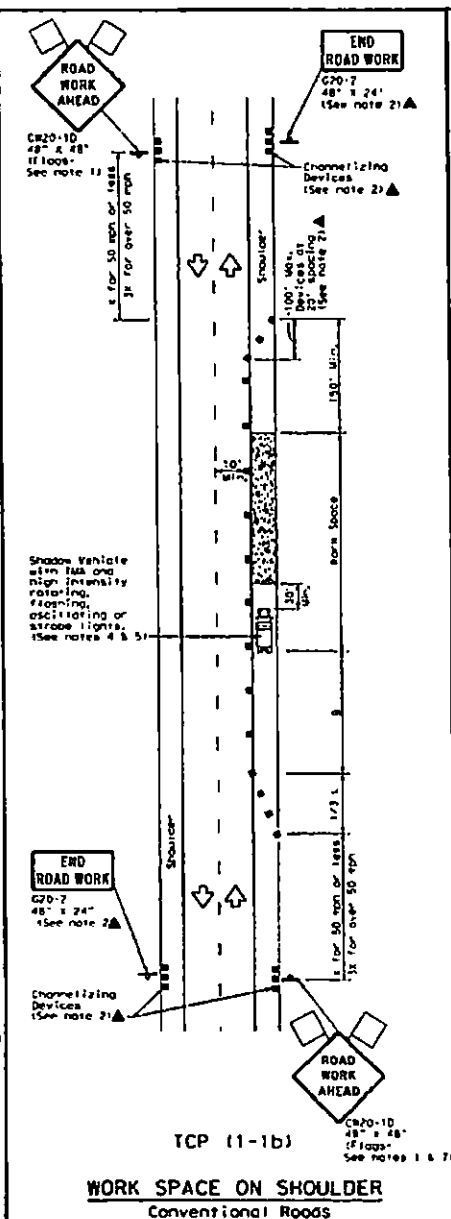
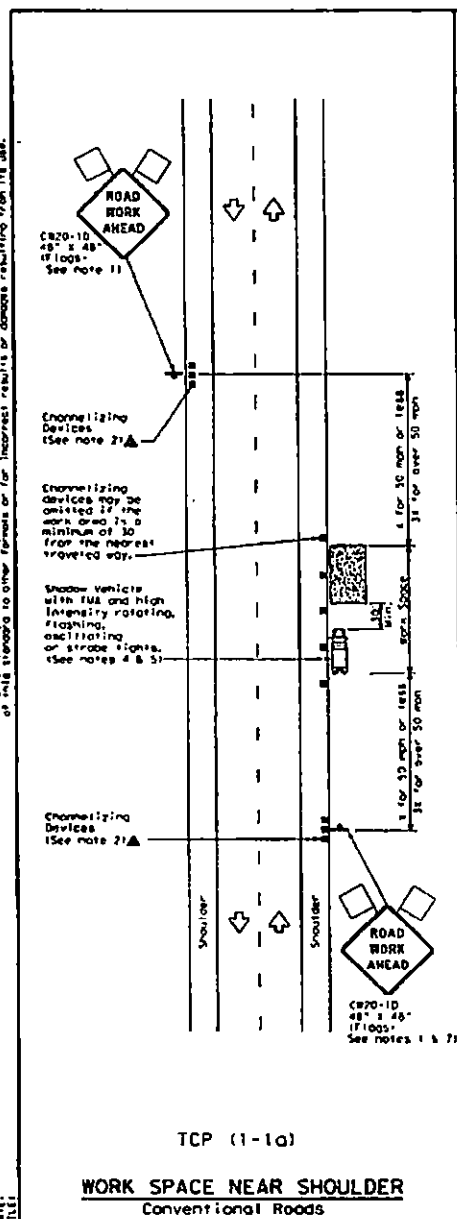
<u>Type of Pipeline</u>	<u>Depth (below deepest ditch grade)</u>	<u>Special Requirements</u>
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48"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

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

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

DISCLAIMER: This manual is prepared as a guide only. The Texas Engineering Practice Act, No. 1000, of the 71st Legislature, Chapter 1000, requires that the user of this manual assume responsibility for the consequences of any use of this manual. The Texas Department of Transportation does not assume any liability for damages resulting from the use of this manual.

Date: _____
File: _____



LEGEND

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

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY

GENERAL NOTES

- Flows attached to signs shown are REQUIRED.
- All traffic control devices illustrating are REQUIRED, except those operated with the triangle symbol may be utilized when stored elsewhere in the plant, or for routine maintenance work, when approved by the Engineer.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- A shadow vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the shadow vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- See [CP]s-1111r Shoulder work on divided highways, expressways and freeways.
- [CP]s-1111r "SHOULDER WORK" signs may be used in place of C20-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

TCP (1-1)-18

DATE: 11-18-09
REVISED: 11-18-09
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2025 Southern Pointe Road
Acceptance-Sections 203 and 700

DATE OF COURT MEETING: 11/4/2025

ITEM: Request from Brazos County Municipal Utility District No. 1 and Southern Pointe LLC for acceptance of the following Southern Pointe roadways into the Brazos County Road System:

- a. Southern Pointe Section 203
- b. Southern Pointe Section 700

Pursuant to the Interlocal and Funding Agreement For the Maintenance of Roads between Brazos County and Brazos County Municipal Utility District No. 1 dated December 27, 2016 and the First Supplement to the Interlocal and Funding Agreement dated March 5, 2024, Brazos County shall not assume any responsibility for the maintenance of the accepted roads. Site is located in Precinct 1.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 10/21/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS:

1. Department requesting Agenda Item: Road and Bridge
2. Department impacted by Agenda Item: Road and Bridge
3. Brief explanation of Agenda Item and whether or not it is in the current year's budget: Interlocal and Funding Agreement for the Maintenance of Roads between Brazos County and Brazos County Municipal Utility District No. 1; approval does not impact the current budget
4. Consequences for failing to approve Agenda Item:
5. Deadline for Item Approval: 4/8/2025
6. Site of work being performed, if applicable: Development is located SH 6 South and Peachtree Cut Off Road.

ATTACHMENTS:

File Name

[2016-12-27 Interlocal and Funding Agreement for the Maintenance of Roads between MUD #1 and Brazos County.pdf](#)

[3 5 2024 First Supplement to Interlocal and Funding Agreement for the Maintenance of Roads between Brazos County and MUD No. 1.pdf](#)

[County Approval Southern Pointe Section 203.pdf](#)

[SP 203 Aff of Bills Pd -Lien Waiver.pdf](#)

[SP 203 Bonds.pdf](#)

[SP 203 Substantial Completion Letter.pdf](#)

[County Approval Southern Pointe Section 700.pdf](#)

Description

ILA and
Funding
Agreement

First
Supplement
to the ILA and
Funding
Agreement

County
Approval
Southern
Pointe 203
Final Plat

SP Section
203 Affidavit
of Bills Paid -
Lien Waiver

SP Section
203 Bonds

SP Section
203
Substantial
Completion
Letter

County
Approval
Southern
Pointe

[SP 700 Aff of Bills Paid.pdf](#)

[SP 700 Bonds.pdf](#)

[SP 700 Substantial completion.pdf](#)

[Memo-Southern Pointe Road Acceptance - Sections 203 and 700.pdf](#)

Section 700
Final Plat
SP Section
700 Affidavit
of Bills Paid -
Lien Waiver
SP Section
700 Bonds
SP Section
700
Substantial
Completion
Letter
Memorandum
- Road
Acceptance



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2025 Southern Pointe Road
Acceptance-Sections 203 and 700

DATE OF COURT MEETING: 11/4/2025

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TO: Commissioners Court

FROM: Karen Tyler

DATE: 10/21/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS:

1. Department requesting Agenda Item: Road and Bridge
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4. Consequences for failing to approve Agenda Item:
5. Deadline for Item Approval: 4/8/2025
6. Site of work being performed, if applicable: Development is located SH 6 South and Peach Creek Cut Off Road.

ATTACHMENTS:

File Name

Description Type

2016-12-27 Interlocal and Funding Agreement for the Maintenance of Roads between MUD #1 and Brazos County.pdf

ILA and Funding Agreement Backup Material

3 5 2024 First Supplement to Interlocal and Funding Agreement for the Maintenance of Roads between Brazos County and MUD No. 1.pdf

First Supplement to the ILA and Funding Agreement Backup Material

County Approval Southern Pointe Section 203.pdf

County Approval Southern Pointe 203 Final Plat Backup Material

SP 203 Aff of Bills Pd Lien Waiver.pdf

APPROVED

SP Section 203 Affidavit of Bills Paid - Lien Waiver Backup Material

SP 203 Bonds.pdf

SP Section 203 Bonds Backup Material

SP 203 Substantial Completion Letter.pdf

SP Section 203 Substantial Completion Letter Backup Material

County Approval Southern Pointe Section 700.pdf

County Approval Southern Pointe Section 700 Final Plat Backup Material

SP 700 Aff of Bills Paid.pdf

SP Section 700 Affidavit of Bills Paid - Lien Waiver Backup Material

SP 700 Bonds.pdf

SP Section 700 Bonds Backup Material

SP 700 Substantial completion.pdf

SP Section 700 Substantial Completion Letter Backup Material

Memo-Southern Pointe Road Acceptance - Sections 203 and 700.pdf

Memorandum - Road Acceptance Backup Material

KYLE KACAL
Acting County Judge

11/4/25
Date

INTERLOCAL AND FUNDING AGREEMENT FOR THE MAINTENANCE OF
ROADS

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

THIS INTERLOCAL AND FUNDING AGREEMENT FOR THE MAINTENANCE OF ROADS (the "Agreement") is made and entered into by and among BRAZOS COUNTY, a political subdivision of the State of Texas (the "County"), BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1, a political subdivision of the State of Texas operating as a municipal utility district (the "District"), and Southern Pointe LLC, a Texas limited liability company (the "Developer"). The County, the District and the Developer may hereinafter collectively be referred to as the parties.

RECITALS

WHEREAS, the District lies within Brazos County, Texas;

WHEREAS, the Developer is developing land within the District;

WHEREAS, the District will be a mixed use community, primarily residential, in the unincorporated area of the County, with roads constructed to the standards of the City of College Station;

WHEREAS, the County owns or will own all public roads within the boundaries of the District (the "Roads");

WHEREAS, in consideration of the County's acceptance of all public roads within the District for ownership, operation, and maintenance, the County, Developer and the District desire to enter into an interlocal and funding agreement providing for the care and maintenance by the District and/or the Developer of the County's roads lying within the District's boundaries.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing premises and mutual covenants and agreements expressed herein, the parties hereby agree as follows:

ARTICLE ONE

OWNERSHIP AND MAINTENANCE OF THE ROADS

1.1 Construction, Ownership and Control. The District and/or the Developer shall construct or improve new or existing roads to serve the District pursuant to a traffic impact analysis prepared by a qualified engineer, and in proportion to such traffic

generated by the District, as required by agreements with the City of College Station (the "City"). The District and/or Developer will work with the County so that roads adjacent to and servicing the District are improved to accommodate development generated by the District in accordance with then current traffic impact analysis. The Developer agrees to enter into any road development agreements with the County as might be necessary to accomplish the improvement of said roads adjacent to and servicing the District in accordance with such traffic impact analysis. The District and/or Developer shall construct such Roads to standards required by agreements with the City. Subject to such standards, the County accepts or will accept the Roads covered by this Agreement into the County's system of roads. The County will accept the Roads after submission by the District engineer of a certificate of completion of construction of the Road which will include an affidavit of all bills paid, assignment of all warranties, and a contractor's performance and maintenance bond. After acceptance, the Roads will be public roads, and the general public will have the same access as other County roadways.

- 1.2 Maintenance. The Parties agree that the Developer and/or District shall perform all maintenance (the "Maintenance") on the Roads at least to a standard of similar types of roads in the City. The District and/or Developer will follow all standard District procedures and state law, including competitive bidding requirements, if any, in performing all necessary repairs and maintenance on the Roads.
- 1.3 Payment of Maintenance Costs. The Developer and/or District will be responsible for all costs of Maintenance of the Roads and pay such Maintenance costs either through advances by the Developer or through other legally available revenues. The Developer and/or District agrees to include in the construction contract of any Road a maintenance bond from a surety that is licensed to do business in Texas, meets all applicable regulatory criteria and in which the surety guarantees the contractual Road maintenance obligations of the Developer and/or District to the County as compensation if the District and/or Developer does not fulfill its obligations. The Developer and/or District agrees to keep in place a maintenance bond in a commercially reasonable amount or some other form of guarantee generally accepted by the County until the earlier of such time as (1) said Road or portion of the Road has been annexed into the City of College Station or (2) the District maintains a segregated District account from legally available funds (including bond proceeds) for road maintenance of said Roads (the "Road Maintenance Fund") in an amount that is generally accepted and reasonable for similar types of roads in the Brazos County area for annual maintenance costs of the Roads. If the District elects to create a Road Maintenance Fund in lieu of a maintenance bond pursuant to this Section 1.3, the District will enter into an escrow agreement substantially in the form attached hereto as Exhibit "A". The terms of the escrow agreement will provide that the County may access the Road Maintenance Fund in the event that the District

does not perform Maintenance on the Roads pursuant to this Agreement and only after the County has given the District notice and opportunity to cure pursuant to Section 2.6 below. The District agrees to provide the County auditor an accounting of the Road Maintenance Fund on an annual basis or any time upon request.

ARTICLE TWO GENERAL PROVISIONS

- 2.1. Cooperation. The parties agree with each other in good faith at all times to effectuate the purposes and intent of this Agreement.
- 2.2. Other Instruments, Actions. The parties hereto agree that they will take such other and further actions and execute such other and further consents, authorizations, instruments or documents as are necessary or incidental to effectuate the purposes of this Agreement.
- 2.3. Payment from Current Revenues. A governmental entity required to make payment hereunder shall provide for payment of same from current revenues or other funds of said party lawfully available for this purpose.
- 2.4. Term, Annexation. This Agreement shall remain in effect for so long as the District remains in existence and shall terminate at such time as the City of College Station, Texas, annexes the District.
- 2.5. Notice. Any notice required or permitted to be delivered under this Agreement shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other overnight delivery service, telecopy, or hand delivery, or (ii) three business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the County or the District.

Addresses for notice shall be as follows:

County: Brazos County
 300 E. 26th Street, Suite 325
 Bryan, Texas 77803
 Attn: County Judge
 With copy to: County Attorney

District: Brazos County Municipal Utility District No. 1
 c/o Allen Boone Humphries Robinson LLP
 3200 Southwest Freeway, Suite 2600
 Houston, TX 77027
 Attn: Steve Robinson

District's Bookkeeper: F. Matuska Inc.
4600 Highway 6 North, Suite 315
Houston, TX 77084
Attn: Rose Montalbano

Developer: Southern Pointe, LLC.,
17777 Texas Highway 6 South
College Station, TX 77845
Attn: William R. Mather

- 2.6. Remedies; Notice of Default. Default by a party shall occur if the party fails to perform or observe any of the terms and conditions of this Agreement required to be performed or observed by that party. The party alleging the default will give the other party written notice of the default. If the party in default fails to cure the default within sixty (60) business days of the date of the notice (and an additional reasonable time after such receipt if (A) such failure cannot be cured within such sixty (60) business day period, and (B) the party in default commences curing such failure within such sixty (60) business day period and thereafter diligently pursues the curing of such failures), the party giving the notice may pursue any remedies permitted by law including filing suit in a court of competent jurisdiction in Brazos County, Texas, and seeking specific performance of the terms of the Agreement. In addition to any other remedies permitted by law, in the event of a failure of the District or Developer to perform Maintenance of the Roads as required by this Agreement, and after the requisite notice and opportunity to cure, the County may present a demand for funds for Road Maintenance to the Escrow Agent pursuant to the terms of the Escrow Agreement, the form of which is attached hereto as "Exhibit A".
- 2.7. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior and contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.
- 2.8. Amendments. Any amendment to the Agreement must be writing and signed by the authorized representatives of all parties.
- 2.9. Interpretation and Authority. The parties acknowledge that this Agreement is entered into pursuant to the authority of Texas law, including, without limitation, the authority conferred in V.T.C.A. Govt Code, Chapter 791, et. seq., V.T.C.A. Water Code, Section 49.213. In the event of any conflict between the provisions of this Agreement and the provisions of any other agreement entered into by and between the parties, the provisions of this Agreement shall prevail with respect to the subject matter hereof. Except as set forth above, this Agreement shall not be construed so as to modify,

supplement or otherwise alter the provisions of any other agreement entered into by and between the County, the Developer and the District.

- 2.10. Assignment. No party may assign its rights and obligations under the Agreement either in whole or in part without written consent by all parties.
- 2.11. No Third Party Beneficiaries. Except as expressly provided above, nothing herein shall be construed to confer upon any person other than the parties hereto any rights, benefits or remedies under or by reason of this Agreement.
- 2.12. No Joint Venture, Partnership, Agency. This Agreement shall not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, or any employer-employee or borrowed servant relationship by and among the parties hereto.
- 2.13. Responsibilities for Manner and Means of Performance. The District is performing all its duties to this Agreement as an independent contractor. The District shall have the exclusive authority and responsibility for determining the manner and means of performance under this Agreement and for selecting and supervising the persons who perform the work. The County shall only have the authority to approve or reject the outcome of the District's efforts. Accordingly, the County shall not have any liability for intentional or negligent torts committed by the District or its agents in connection with the work contemplated by this Agreement.
- 2.14. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 2.15. Venue. Venue for any suit arising under this Agreement shall be Brazos County, Texas.
- 2.16. Duplicate Originals. This Agreement may be executed in one or more duplicate originals, each of equal dignity.
- 2.17. Effective Date. This Agreement shall be effective on the later of the dates this Agreement is executed by the authorized representative of both parties.
- 2.18. Warranty. By execution of this Agreement, the County, the Developer and the District warrant that the duties accorded herein are within their respective powers and authority.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXECUTED as of this 27th day of December, 2016, by the COUNTY.

COUNTY OF BRAZOS

By: [Signature]

Name: Duane Peters

Title: County Judge

ATTEST:

By: [Signature]

Name: Karen McQueen

Title: County Clerk

EXECUTED as of this ____ day of _____, 2016, by the DISTRICT.

BRAZOS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 1

By: [Signature]

Name: Kyle Davis

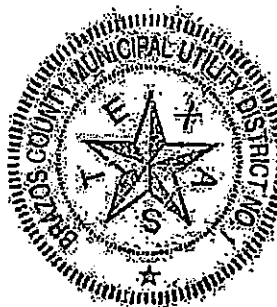
Title: Asst. Sec.

ATTEST:

By: [Signature]

Name: Charles Morgan

Title: Vice President



EXECUTED as of this 23 day of November, 2016, by the DEVELOPER.

Southern Pointe, LLC

By: Grid, Inc., It's Sole Member

By:

Name:

Title:

William R. MATHER
President

EXHIBIT A
FORM OF ESCROW AGREEMENT

This Escrow Agreement is entered into as of _____ of _____, 20____, by and between BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 1, a conservation and reclamation district and a political subdivision of the State of Texas (hereinafter called "District"), and _____ (the "Escrow Agent").

The District and Brazos County (the "County") entered into an Interlocal Agreement For the Maintenance of Roads dated December _____, 2016 (the "Agreement") for the purposes of providing for the ownership, operation and maintenance of roads within the District; and

The County agreed to accept all public roads within the District into the County road system and the District agreed to pay for the cost of maintaining such roads; and

The Agreement requires that the District may either keep a maintenance bond in place or maintain a segregated District account from legally available funds referred to in the Agreement as the Road Maintenance Fund to fulfill its obligations under the Agreement; and

To carry out the directives of the Agreement, the Road Maintenance Fund is hereby placed by the District in escrow (the "Escrowed Funds"), and the Escrow Agent is only authorized to release the Escrowed Funds as herein directed; Now, Therefore,

FOR AND IN CONSIDERATION OF THE PREMISES, the District and the Escrow Agent agree as follows:

Section 1: The District will deposit into the Escrowed Funds such amounts as described in the Agreement to be placed into escrow by the Escrow Agent into a segregated account (the "Escrow Account").

Section 2: The Escrowed Funds, excluding any interest earnings thereon, shall be held by the Escrow Agent in escrow and released as follows:

- (1) Upon presentation by the District's bookkeeper of a construction contract, pay estimate or work proposal for maintenance or repair of roads within the District; or

- (2) Upon presentation by the County's auditor of a construction contract, pay estimate or work proposal for maintenance or repair of roads within the District; or
- (3) Upon presentation of a District resolution with acknowledgement by the County auditor that funds in the Road Maintenance Fund are no longer required to be escrowed and may be released to the District for any public purpose.

Section 3: The Escrowed Funds shall be held by the Escrow Agent in investments authorized and secured in accordance with the District's investment policy and state law.

Section 4: The Escrow Agent will keep complete and correct books of records and accounts relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection at reasonable hours and under reasonable conditions by the District and the County.

Section 5: This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in Brazos County, Texas.

Section 6: No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the District and County and consented to by the Escrow Agent.

Section 7: If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Section 8: The Escrow Agent shall be entitled to compensation for its services as stated in the fee schedule agreed to by the Escrow Agent and the District from time to time, which compensation shall be paid by the District but may not be paid directly from the Escrow Account.

Section 9: The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the District or the County and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

Section 10. This Escrow Agreement shall expire upon final transfer of the funds in the Escrow Account to the District or upon annexation of the District by the City of College Station.

IN WITNESS WHEREOF the parties have executed this Escrow Agreement as of the date and year first written in this Escrow Agreement.

BRAZOS COUNTY MUNICIPAL
UTILITY DISTRICT NUMBER 1

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

ESCROW AGENT

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

**FIRST SUPPLEMENT TO
INTERLOCAL AND FUNDING AGREEMENT FOR THE MAINTENANCE OF
ROADS BETWEEN BRAZOS COUNTY AND
BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1**

This First Supplement to the Interlocal and Funding Agreement for the Maintenance of Roads (the "Supplement") is made and entered into as of the date below by and between BRAZOS COUNTY (the County), a political subdivision of the State of Texas and BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 (the "District") (collectively, the "Parties").

RECITALS

WHEREAS, the District, the County and Southern Pointe LLC (former developer within the District) entered into the Interlocal and Funding Agreement for Maintenance of Roads on December 27, 2016 (the "Agreement") in which the Parties agreed that the County would accept Roads (as defined therein) subject to the terms of the Agreement and the District is responsible for and will pay for the Maintenance of the Roads; and

WHEREAS, the Parties desire to enter into this Supplement to expand certain provisions related to the funds held by the District and escrow agent in the District's Road Maintenance Fund.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the County and the District agree as follows:

Section 1: Road Maintenance Fund. The District has created a segregated District account from legally available funds (including road maintenance taxes) pursuant to Section 1.3 of the Agreement. The District has entered into an escrow agreement with an escrow agent and the County may access the Road Maintenance Fund in the event that the District does not perform Maintenance on the Roads in accordance with the Agreement. Additionally, the District agrees to the following in connection with the Road Maintenance Fund:

- a. The District will notify the County auditor and County general counsel of any draws on the Road Maintenance Fund;
- b. The District will notify the County auditor and County general counsel of a transfer of funds to another escrow agent;
- c. The District will send a monthly bookkeepers report to the County Judge at the email address herein; and

- d. At the time that the District levies its annual ad valorem tax, the District engineer and County engineer and/or other County officials or staff will perform an annual review the District's Road Maintenance Fund to ensure that sufficient funds are held and available for Maintenance of the Roads subject to the terms of the Agreement.

Section 2: Notice. In addition to notice requirements under the Agreement, any notices required will be supplemented via email as follows:

County: County Judge

 County Auditor

 County General Counsel

District: astephens@abhr.com
 Attn: Annette Stephens

Section 3: Supplement Amends Agreement. Parties agree that the terms of this Supplement supplements and amend the terms of the Agreement as to terms related to the Road Maintenance Fund. All terms in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have executed this Supplement as of the 5 day of MARCH, 2024.

(SIGNATURE PAGES TO FOLLOW)

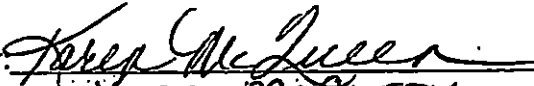
COUNTY OF BRAZOS:

By: 

Name: DUANE PETERS

Title: COUNTY JUDGE

ATTEST:

By: 

Name: KAREN MCQUEEN

Title: COUNTY CLERK

BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

By: R. Hunter Ford
Name: R. Hunter Gordwin
Title: President

ATTEST:

By: Krista A. Sigler
Name: Krista A. Sigler
Title: _____



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:	NUMBER:	:
DATE OF COURT MEETING:	3/5/2024	:
ITEM:	First Supplement to Interlocal and Funding Agreement for the Maintenance of Roads between Brazos Co Municipal Utility District No. 1.	:
TO:	Commissioners Court	:
DATE:	02/23/2024	:
FISCAL IMPACT:	False	:
BUDGETED:	False	:
DOLLAR AMOUNT:	\$0.00	:
<u>ATTACHMENTS:</u>		:
<u>File Name</u>		:

First Supplement to Interlocal and Funding Agreement for the Maintenance of Roads between Brazos County Brazos County Municipal Utility District No. 1.pc



BRAZOS COUNTY
ROAD AND BRIDGE DEPARTMENT
Prarthana P. Banerji, P.E., C.F.M., County Engineer

Duane Peters, Brazos County Judge

Bentley Nettles, County Commissioner Pct. 1
Chuck Konderla, County Commissioner Pct. 2

Fred Brown, County Commissioner Pct. 3
Wanda J. Watson, County Commissioner Pct. 4

February 19, 2025

Schultz Engineering, LLC
911 Southwest Parkway East
College Station, Texas 77840

Subject: Final Plat Southern Pointe Subdivision Section 203
23.589 Acres, Sterrett D. Smith League Survey, A-210
College Station ETJ, Brazos County, Texas

Dear Sir:

On Tuesday, February 18, 2025, the Brazos County Commissioners' Court **approved** the subject development plat as submitted.

If there are further questions, please contact our office at (979)822-2127.

Best regards,

Prarthana Banerji, PE, CFM
County Engineer
Brazos County, Texas

PB;kt

Southern Pointe Section 203-Final Plat
cc: Office file

**CONTRACTOR'S AFFIDAVIT AND
FINAL LIEN WAIVER AND RELEASE**

STATE OF TEXAS

§

§

COUNTY OF BRAZOS

§

DATE: April 2, 2025

OWNER: Brazos County Municipal Utility District No. 1

CONTRACTOR: Greens Prairie Investors, LTD

PROJECT/WORK: Water, Sewer, Drainage, and Paving Improvements to serve
Southern Pointe Section 203

CUT-OFF-DATE: 3/21/2025

AMOUNT OF PAYMENT: \$294,740.55

Contractor on oath swears that the following statements are true:

1. **Bills Paid:** The total of all charges, for and in connection with labor performed and material furnished by Contractor through the Cut-Off-Date, have been paid in full to Contractor.
2. **Lien Waiver & Release:** Contractor acknowledges complete satisfaction of, and forever waives and releases, all claims of every kind against Owner or the Property referred to above, including but not limited to all liens and claims of liens, which Contractor may have as a result of, or in connection with the performance of furnishing of such labor or materials through the Cut-Off-Date.
3. **All Others Paid:** Contractor has further represented and warranted and does hereby represent and warrant, that all persons or entities who have furnished labor or material to Contractor in connection with the Work performed through Cut-Off-Date and the above Amount of Payment will be paid all amounts to which they have become entitled, excepting agreed retainage not yet due and payable.
4. **Authority:** Contractor represents that the person executing this Affidavit on behalf of Contractor is duly authorized to sign this Affidavit and to legally bind Contractor hereto.

5. Binding Effect: All of the provisions of this document shall bind Contractor, Contractor's heirs, legal representatives, successors and assigns and shall inure to the benefit of Owner and Owner's heirs, legal representatives, successors, assigns and sureties.
6. Performance Standard: All labor performed by Contractor on the Project was done in a good and workmanlike manner and in accordance with the plans and specifications for the Project.
7. Materials Standard: All materials supplied by Contractor to the Project were in accordance with the plans and specifications for the Project.

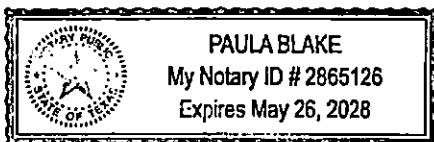
GREENS PRAIRIE INVESTORS, LTD
CONTRACTOR

By: Wallace Phillips III

Name: Wallace Phillips III

Title: Manager

SUBSCRIBED AND SWORN TO BY Wallace Phillips, III of Greens Prairie Investors, Ltd.
before me, the undersigned authority on this 2nd day of April, 20 25 to certify
which witness my hand and seal of office.



Paula Blake
Notary Public in and for the State of Texas

— END OF SECTION —

BOND NO. 107647646

BRAZOS COUNTY MUD NO. 1

PAYMENT BOND

PAYMENT BOND

STATE OF TEXAS

Contract Date AUGUST 22, 2024

COUNTY OF Brazos

Date Bond Executed 8/6/2024

PRINCIPAL GREENS PRAIRIE INVESTORS, LTD

SURETY Travelers Casualty and Surety Company of America

OWNER BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

& BV SOUTHERN POINTE DEVELOPMENT, INC.

PENAL SUM OF BOND (in words and figures) TWO MILLION NINE HUNDRED THIRTY-THREE THOUSAND FIVE DOLLARS AND FIFTY CENTS (\$2,933,005.50), being 100 percent of the Contract Price.

CONTRACT for WATER, SEWER, DRAINAGE, AND PAVING IMPROVEMENTS TO SERVE SOUTHERN POINTE SECTION 203 for Brazos County Municipal Utility District No. 1, Brazos County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into the Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal shall promptly pay claimants for all labor, subcontracts, materials and specially fabricated materials performed or furnished under or by virtue of the Contract, and duly authorized modifications and normal and usual extras thereto, notice of which modifications to Surety being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect. Should Principal fail to promptly pay claimants for all labor, subcontracts, materials and specially fabricated materials performed or furnished under or by virtue of the Contract, Surety is hereby bound to make such payments on behalf of Principal up to a total aggregate amount equal to the penal sum of the Bond. Labor, subcontracts, materials, and specially fabricated materials shall be construed in accordance with Chapter 2253, Texas Government Code.

PROVIDED, HOWEVER, that Owner having required Principal to furnish this Bond in order to comply with the provisions of Chapter 2253, Texas Government Code, all rights and remedies on this Bond shall inure solely to such claimants and shall be determined in accordance with the provisions, conditions, and limitations of the aforesaid Government Code to the same extent as if they were copied at length herein.

BRAZOS COUNTY MUD NO. 1PAYMENT BOND

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

GREENS PRAIRIE INVESTORS, LTDPRINCIPALBy Wallace PhillipsName Wallace PhillipsTitle ManagerAddress 1140 Midtown Drive
College Station, TX 77845

ATTEST

By Paula BlakeName Paula BlakeTitle Office Administrator

(SEAL)

Travelers Casualty and Surety Company of AmericaSURETYBy Donna BeelerName Donna BeelerTitle Power of AttorneyBy Nick Lutz IIIName Nick Lutz IIITitle Producer / Vice President

(SEAL)

Physical Address:

3740 Corporate Center DriveBryan, TX 77802

Mailing Address:

PO Box 5753Bryan, TX 77805Telephone: 979-774-3900

Local Recording Agent Personal Identification Number:

Agency #11337 / Producer #1573770Agency Name: Service Insurance Group Inc. / Nick Lutz IIIAgency Address PO Box 5753, Bryan, TX 77805Agency Telephone 979-774-3900

Surety must attach its original Power of Attorney to this Bond.

BRAZOS COUNTY MUD NO. 1

PAYMENT BOND

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as Principal in the Bond; that _____, who signed the Bond on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

Signature of Corporate Secretary (Corporate Seal)

ATTACH POWER OF ATTORNEY



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DONNA BEELER** of **BRYAN**, Texas, their true and lawful Attorney(s)-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

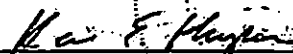
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of August, 2024.




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-In-Fact and the details of the bond to which this Power of Attorney is attached.



IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty & Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at:

Travelers Bond
Attn: Claims
1500 Market Street
West Tower, Suite 2900
Philadelphia, PA 19102

(267) 675-3057
(267) 675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

BOND NO. 107647646

BRAZOS COUNTY MUD NO. 1

PERFORMANCE BOND

PERFORMANCE BOND

STATE OF TEXAS

Contract Date AUGUST 22, 2024

COUNTY OF Brazos

Date Bond Executed 8/6/2024

PRINCIPAL GREENS PRAIRIE INVESTORS, LTD

SURETY Travelers Casualty and Surety Company of America

OWNER BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

& BV SOUTHERN POINTE DEVELOPMENT, INC.

PENAL SUM OF BOND (in words and figures) TWO MILLION NINE HUNDRED THIRTY-THREE THOUSAND FIVE DOLLARS AND FIFTY CENTS (\$2,933,005.50), being 100 percent of the Contract Price.

CONTRACT for WATER, SEWER, DRAINAGE, AND PAVING IMPROVEMENTS TO SERVE SOUTHERN POINTE SECTION 203 for Brazos County Municipal Utility District No. 1, Brazos County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly performs the work in accordance with the Plans, specifications and any other Contract Documents, during the original term of the Contract and any extensions thereof that may be granted by Owner, with or without notice to Surety, and during the life of any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to faithfully and strictly perform the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

This Bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions contained herein and in the Contract are applicable whether or not within the scope of said statute.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this

BRAZOS COUNTY MUD NO. 1

PERFORMANCE BOND

Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

GREENS PRAIRIE INVESTORS, LTD

PRINCIPAL

By

Wallace Phillips

Name

Wallace Phillips

Title

manager

Address

1140 Midtown Drive
College Station, TX 77845

ATTEST

By

Paula Blaise

Name

Paula Blaise

Title

Office Administrator

(SEAL)

Travelers Casualty and Surety Company of America

SURETY

By

Donna Beeler

Name

Donna Beeler

Title

Power of Attorney

ATTEST

By

Nick Lutz III

Name

Nick Lutz III

Title

Producer / Vice President

(SEAL)

Physical Address:

3840 Corporate Center Drive
Bryan, TX 77802

Mailing Address:

PO Box 5753
Bryan, TX 77805

Telephone: 979-774-3900

Local Recording Agent Personal Identification Number:

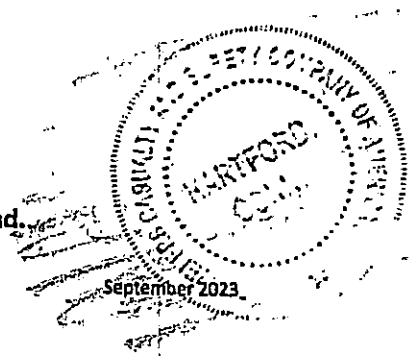
Agency #11337 / Producer #1573770

Agency Name: Service Insurance Group Inc. / Nick Lutz III

Agency Address PO Box 5753, Bryan, TX 77805

Agency Telephone 979-774-3900

Surety must attach its original Power of Attorney to this Bond.



BRAZOS COUNTY MUD NO. 1

PERFORMANCE BOND

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as Principal in the Bond; that _____, who signed the Bond on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

Signature of Corporate Secretary

(Corporate Seal)

ATTACH POWER OF ATTORNEY



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

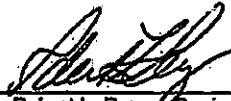
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DONNA BEELE** of **BRYAN**, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

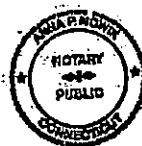
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of August, 2024.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty & Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at:

Travelers Bond
Attn: Claims
1500 Market Street
West Tower, Suite 2900
Philadelphia, PA 19102

(267) 675-3057
(267) 675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

BOND NO. 107647646

BRAZOS COUNTY MUD NO. 1

MAINTENANCE BOND

MAINTENANCE BOND

STATE OF TEXAS

Contract Date AUGUST 22, 2024

COUNTY OF Brazos

Date Bond Executed 8/6/2024

PRINCIPAL GREENS PRAIRIE INVESTORS, LTD

SURETY Travelers Casualty and Surety Company of America

OWNER BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

PENAL SUM OF BOND (in words and figures) TWO MILLION NINE HUNDRED THIRTY-THREE THOUSAND FIVE DOLLARS AND FIFTY CENTS (\$2,933,095.50), being 100 percent of the Contract Price.

CONTRACT for WATER, SEWER, DRAINAGE, AND PAVING IMPROVEMENTS TO SERVE SOUTHERN POINTE SECTION 203 for Brazos County Municipal Utility District No. 1, Brazos County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this

BRAZOS COUNTY MUD NO. 1

MAINTENANCE BOND

Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

GREENS PRAIRIE INVESTORS, LTD

PRINCIPAL

By Wallace Phillips

Name Wallace Phillips

Title Manager

Address 1140 Midtown Drive
College Station, TX 77845

ATTEST

By Paula Blaise

Name Paula Blaise

Title Office Administrator

(SEAL)

Travelers Casualty and Surety Company of America ATTEST

SURETY

By Donna Beeler

Name Donna Beeler

Title Power of Attorney

By Nick Lutz III

Name Nick Lutz III

Title Producer / Vice President

(SEAL)

Physical Address:

3840 Corporate Center Drive
Bryan, TX 77802

Mailing Address:

PO Box 5753
Bryan, TX 77805

Telephone: 979-774-3900

Local Recording Agent Personal Identification Number:
Agency #11337 / Producer #1573770

Agency Name: Service Insurance Group Inc / Nick Lutz III

Agency Address PO Box 5753, Bryan, TX 77805

Agency Telephone 979-774-3900

Surety must attach its original Power of Attorney to this Bond.

BRAZOS COUNTY MUD NO. 1

MAINTENANCE BOND

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as Principal in the Bond; that _____, who signed the Bond on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

Signature of Corporate Secretary

(Corporate Seal)

ATTACH POWER OF ATTORNEY



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

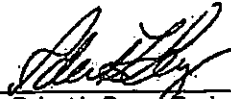
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DONNA BEELER** of **BRYAN**, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 16th day of August, 2024




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



IMPORTANT NOTICE

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Philadelphia, PA 19102

(267) 675-3057
(267) 675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.



Office: 979.764.3900

Fax: 979.764.3910

February 21, 2025

Brazos County Municipal Utility District No. 1
Board of Directors
c/o Allen Boone Humphries Robinson, LLP
3200 Southwest Freeway, Suite 2600
Houston, TX 77027

Re: SUBSTANTIAL COMPLETION LETTER

Water, Sewer, Drainage and Paving Improvements to serve Southern Pointe Section 203 for Brazos
County Municipal Utility District No. 1
PD Job No. 41669-27

Dear Directors:

Please let this letter confirm that the construction of the above-referenced facilities to serve Southern Pointe Subdivision, Section 203 was Substantially Complete on February 21, 2025.

I certify that, to the best of my knowledge and based on our periodic field observations, the above captioned project was constructed within acceptable construction tolerances and in substantial accordance with the plans and specifications, including all change orders.

Sincerely,

A handwritten signature in black ink that reads 'Ricky Flores'. The signature is written in a cursive, flowing style.

Richard (Ricky) Flores
SCHULTZ ENGINEERING, LLC
Senior Civil Engineer



BRAZOS COUNTY
ROAD AND BRIDGE DEPARTMENT
Prarthana P. Banerji, P.E., C.F.M., County Engineer

Duane Peters, Brazos County Judge

Bentley Nettles, County Commissioner Pct. 1
Chuck Konderla, County Commissioner Pct. 2

Fred Brown, County Commissioner Pct. 3
Wanda J. Watson, County Commissioner Pct. 4

June 18, 2025

Schultz Engineering, LLC
911 Southwest Parkway East
College Station, Texas 77840

Subject: Final Plat Southern Pointe Subdivision Section 700
18.080 Acres, Sterrett D. Smith League Survey, A-210
City of College Station ETJ, Brazos County, Texas

Dear Sir:

On Tuesday, June 17, 2025, the Brazos County Commissioners' Court **approved** the subject development plat as submitted.

If there are further questions, please contact our office at (979)822-2127.

Best regards,

Prarthana Banerji, PE, CFM
County Engineer
Brazos County, Texas

PB;kt

Southern Pointe Section 700-Final Plat
cc: Office file

**CONTRACTOR'S AFFIDAVIT AND
FINAL LIEN WAIVER AND RELEASE**

STATE OF TEXAS

§

§

COUNTY OF BRAZOS

§

6/26/2025

DATE:

OWNER:

Brazos County Municipal Utility District No. 1

CONTRACTOR:

Greens Prairie Investors, LTD

PROJECT/WORK:

Water, Sewer, Drainage and Paving Improvements for
Southern Pointe Subdivision Section 700

CUT-OFF-DATE:

6/21/2025

AMOUNT OF PAYMENT:

\$388,033.55

Contractor on oath swears that the following statements are true:

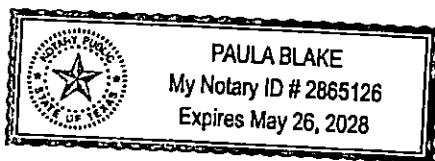
1. **Bills Paid:** The total of all charges, for and in connection with labor performed and material furnished by Contractor through the Cut-Off-Date, have been paid in full to Contractor.
2. **Lien Waiver & Release:** Contractor acknowledges complete satisfaction of, and forever waives and releases, all claims of every kind against Owner or the Property referred to above, including but not limited to all liens and claims of liens, which Contractor may have as a result of, or in connection with the performance of furnishing of such labor or materials through the Cut-Off-Date.
3. **All Others Paid:** Contractor has further represented and warranted and does hereby represent and warrant, that all persons or entities who have furnished labor or material to Contractor in connection with the Work performed through Cut-Off-Date and the above Amount of Payment will be paid all amounts to which they have become entitled, excepting agreed retainage not yet due and payable.
4. **Authority:** Contractor represents that the person executing this Affidavit on behalf of Contractor is duly authorized to sign this Affidavit and to legally bind Contractor hereto.

5. Binding Effect: All of the provisions of this document shall bind Contractor, Contractor's heirs, legal representatives, successors and assigns and shall inure to the benefit of Owner and Owner's heirs, legal representatives, successors, assigns and sureties.
6. Performance Standard: All labor performed by Contractor on the Project was done in a good and workmanlike manner and in accordance with the plans and specifications for the Project.
7. Materials Standard: All materials supplied by Contractor to the Project were in accordance with the plans and specifications for the Project.

GREENS PRAIRIE INVESTORS, LTD
CONTRACTOR

By: Wallace Phillips III
Name: Wallace Phillips III
Title: Manager

SUBSCRIBED AND SWORN TO BY Wallace Phillips III of Greens Prairie Investors, Ltd
before me, the undersigned authority on this 26th day of June, 2025 to certify
which witness my hand and seal of office.



Paula Blake
Notary Public in and for the State of Texas

— END OF SECTION —

BOND NO. 107647650

BRAZOS COUNTY MUD NO. 1

PERFORMANCE BOND

PERFORMANCE BOND

STATE OF TEXAS

Contract Date OCTOBER 15, 2024

COUNTY OF Brazos

Date Bond Executed 09/27/2024

PRINCIPAL GREENS PRAIRIE INVESTORS, LTD

SURETY Travelers Casualty and Surety Company of America

OWNER BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

& BV SOUTHERN POINTE DEVELOPMENT, INC.

PENAL SUM OF BOND (in words and figures) THREE MILLION FOUR HUNDRED SIXTY THOUSAND FIVE HUNDRED SEVENTY-ONE DOLLARS AND ZERO CENTS (\$3,460,571.00), being 100 percent of the Contract Price.

CONTRACT for WATER, SEWER, DRAINAGE AND PAVING IMPROVEMENTS FOR SOUTHERN POINTE SUBDIVISION SECTION 700 for Brazos County Municipal Utility District No. 1, Brazos County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly performs the work in accordance with the Plans, specifications and any other Contract Documents, during the original term of the Contract and any extensions thereof that may be granted by Owner, with or without notice to Surety, and during the life of any guaranty or warranty required under the Contract, then this obligation is void; otherwise It is to remain in full force and effect. Should the Principal fail to faithfully and strictly perform the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

This Bond is given in compliance with the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions contained herein and in the Contract are applicable whether or not within the scope of said statute.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this

Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

GREENS PRAIRIE INVESTORS, LTD
PRINCIPAL

By Wallace Phillips
Name Wallace Phillips
Title Manager
Address 1140 Midtown Drive
College Station, TX 77845

ATTEST

By Paula Blaise
Name Paula Blaise
Title Office Administrator
(SEAL)

Travelers Casualty and Surety Company of America
SURETY

By Donna Beeler
Name Donna Beeler
Title Power of Attorney

ATTEST

By Nick Lutz III
Name Nick Lutz III
Title Producer / Vice President

Physical Address:

3840 Corporate Center Drive
Bryan, TX 77802

Mailing Address:

PO Box 5753
Bryan, TX 77805

Telephone: 979-774-3900

Local Recording Agent Personal Identification Number:
Agency #11337 / Producer #1573770

Agency Name: Service Insurance Group Inc.Agency Address PO Box 5753, Bryan, TX 77805Agency Telephone 979-774-3900

Surety must attach its original Power of Attorney to this Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as Principal in the Bond; that _____, who signed the Bond on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

Signature of Corporate Secretary

(Corporate Seal)

ATTACH POWER OF ATTORNEY



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DONNA BEELER** of **BRYAN**, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of September, 2021.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty & Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at:

Travelers Bond
Attn: Claims
1500 Market Street
West Tower, Suite 2900
Philadelphia, PA 19102

(267) 675-3057
(267) 675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

BOND NO. 107647650

BRAZOS COUNTY MUD NO. 1

PAYMENT BOND

PAYMENT BOND

STATE OF TEXAS

Contract Date OCTOBER 15, 2024

COUNTY OF Brazos

Date Bond Executed 09/27/2024

PRINCIPAL GREENS PRAIRIE INVESTORS, LTD

SURETY Travelers Casualty and Surety Company of America

OWNER BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

& BV SOUTHERN POINTE DEVELOPMENT, INC.

PENAL SUM OF BOND (in words and figures) THREE MILLION FOUR HUNDRED SIXTY THOUSAND FIVE HUNDRED SEVENTY-ONE DOLLARS AND ZERO CENTS (\$3,460,571.00), being 100 percent of the Contract Price.

CONTRACT for WATER, SEWER, DRAINAGE AND PAVING IMPROVEMENTS FOR SOUTHERN POINTE SUBDIVISION SECTION 700 for Brazos County Municipal Utility District No. 1, Brazos County, Texas (the "Contract").

KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into the Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal shall promptly pay claimants for all labor, subcontracts, materials and specially fabricated materials performed or furnished under or by virtue of the Contract, and duly authorized modifications and normal and usual extras thereto, notice of which modifications to Surety being hereby waived, then this obligation shall be void, otherwise to remain in full force and effect. Should Principal fail to promptly pay claimants for all labor, subcontracts, materials and specially fabricated materials performed or furnished under or by virtue of the Contract, Surety is hereby bound to make such payments on behalf of Principal up to a total aggregate amount equal to the penal sum of the Bond. Labor, subcontracts, materials, and specially fabricated materials shall be construed in accordance with Chapter 2253, Texas Government Code.

PROVIDED, HOWEVER, that Owner having required Principal to furnish this Bond in order to comply with the provisions of Chapter 2253, Texas Government Code, all rights and remedies on this Bond shall inure solely to such claimants and shall be determined in accordance with the provisions, conditions, and limitations of the aforesaid Government Code to the same extent as if they were copied at length herein.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

GREENS PRAIRIE INVESTORS, LTD

PRINCIPAL

By Wallace Phillips IIIName Wallace PhillipsTitle ManagerAddress 1140 Midtown Drive
College Station, TX 77845

ATTEST

By Paula BlakeName Paula BlakeTitle Office Administrator

(SEAL)

Travelers Casualty and Surety Company of America

SURETY

By Donna BeelerName Donna BeelerTitle Power of Attorney

ATTEST

By Nick Lutz IIIName Nick Lutz IIITitle Producer / Vice President

Physical Address:

3840 Corporate Center Drive
Bryan, TX 77802

Mailing Address:

PO Box 5753
Bryan, TX 77805Telephone: 979-774-3900

Local Recording Agent Personal Identification Number:

Agency #11337 / Producer #1573770Agency Name: Service Insurance Group Inc.Agency Address PO Box 5753, Bryan, TX 77805Agency Telephone 979-774-3900

Surety must attach its original Power of Attorney to this Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as Principal in the Bond; that _____, who signed the Bond on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

Signature of Corporate Secretary (Corporate Seal)

ATTACH POWER OF ATTORNEY



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DONNA BEELER** of **BRYAN**, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

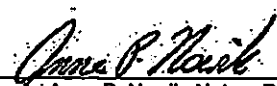
By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of September, 2021.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-9880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



IMPORTANT NOTICE

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Travelers Bond
Attn: Claims
1500 Market Street
West Tower, Suite 2900
Philadelphia, PA 19102

(267) 675-3057
(267) 675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104

(800) 252-3439

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BOND NO. 107647650

BRAZOS COUNTY MUD NO. 1

MAINTENANCE BOND

MAINTENANCE BOND

STATE OF TEXAS

Contract Date OCTOBER 15, 2024

COUNTY OF Brazos

Date Bond Executed 09/27/2024

PRINCIPAL GREENS PRAIRIE INVESTORS, LTD

SURETY Travelers Casualty and Surety Company of America

OWNER BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

PENAL SUM OF BOND (in words and figures) THREE MILLION FOUR HUNDRED SIXTY THOUSAND FIVE HUNDRED SEVENTY-ONE DOLLARS AND ZERO CENTS (\$3,460,571.00), being 100 percent of the Contract Price.

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KNOW ALL PERSONS BY THESE PRESENTS, that we, Principal and Surety above named, are held and firmly bound unto Owner, its successors and assigns, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal entered into that certain Contract with Owner, which Contract is expressly incorporated herein for all purposes.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if Principal well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work covered by the Contract, including any guaranty or warranty required under the Contract, then this obligation is void; otherwise it is to remain in full force and effect. Should the Principal fail to well and truly repair any and all defects in the work occasioned by or resulting from defects in materials furnished by, or workmanship of, the Principal in performing the work as required by the Contract in all its terms, the Surety will be liable for all damages, losses, expenses and liabilities that the Owner may suffer in consequence thereof.

The parties intend this maintenance bond to be a common law bond to be constructed in accordance with Texas law.

Surety hereby agrees, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or to work performed under the Contract, or to the plans, specifications or drawings accompanying the Contract, will in any way affect its obligations on this

Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The bound parties have executed this instrument pursuant to authority of their respective governing body, to be effective on the same date of the Contract.

GREENS PRAIRIE INVESTORS, LTD

PRINCIPAL

By Wallace PhillipsName Wallace PhillipsTitle managerAddress 1140 Midtown Drive
College Station, TX 77845

ATTEST

By Paul BlakeName Paul BlakeTitle Office Administrator

(SEAL)

Travelers Casualty and Surety Company of America

SURETY

By Donna BeelerName Donna BeelerTitle Power of Attorney

ATTEST

By Nick Lutz IIIName Nick Lutz IIITitle Producer / Vice President

Physical Address:

3840 Corporate Center Drive
Bryan, TX 77802

Mailing Address:

PO Box 5753
Bryan, TX 77805Telephone: 979-774-3900

Local Recording Agent Personal Identification Number:

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Surety must attach its original Power of Attorney to this Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as Principal in the Bond; that _____, who signed the Bond on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the Bond was duly signed for and on behalf of the corporation by authority of its governing body.

Signature of Corporate Secretary (Corporate Seal)

ATTACH POWER OF ATTORNEY



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **DONNA BEELER** of **BRYAN**, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of September, 2021.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty & Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at:

Travelers Bond
Attn: Claims
1500 Market Street
West Tower, Suite 2900
Philadelphia, PA 19102

(267) 675-3057
(267) 675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.



Office: 979.764.3900

Fax: 979.764.3910

June 11, 2025

Brazos County Municipal Utility District No. 1
Board of Directors
c/o Allen Boone Humphries Robinson, LLP
3200 Southwest Freeway, Suite 2600
Houston, TX 77027

Re: **SUBSTANTIAL COMPLETION LETTER**

Water, Sewer, Drainage and Paving Improvements to serve Southern Pointe Section 700 for Brazos
County Municipal Utility District No. 1
PD Job No. 41669-29-402

Dear Directors:

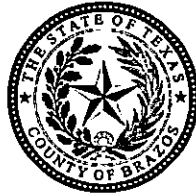
Please let this letter confirm that the construction of the above-referenced facilities to serve Southern Pointe Subdivision, Section 700 was Substantially Complete on June 5, 2025.

I certify that, to the best of my knowledge and based on our periodic field observations, the above captioned project was constructed within acceptable construction tolerances and in substantial accordance with the plans and specifications, including all change orders.

Sincerely,

A handwritten signature in black ink that reads 'Ricky Flores'. The signature is written in a cursive, flowing style.

Richard (Ricky) Flores
SCHULTZ ENGINEERING, LLC
Senior Civil Engineer



BRAZOS COUNTY
ROAD AND BRIDGE DEPARTMENT
Prarthana P. Banerji, P.E., C.F.M., County Engineer

Kyle Kacal, Acting, Brazos County Judge

Bentley Nettles, County Commissioner Pct. 1
Chuck Konderla, County Commissioner Pct. 2

Fred Brown, County Commissioner Pct. 3
Wanda J. Watson, County Commissioner Pct. 4

MEMORANDUM

To: Commissioners Court of Brazos County

From: Prarthana P. Banerji, PE, CFM
Brazos County Engineer

Date: October 27, 2025

Subject: Acceptance of the Roads in Southern Pointe Sections 203 and 700 into the Brazos County Road System

The owner/developer of Municipal Utility District No. 1 has requested that Brazos County approve the development roadways of Southern Pointe Sections 203 and 700 for Acceptance in accordance with Interlocal and Funding Agreement for the Maintenance of Roads between the District and Brazos County (see attachments ILA).

All necessary documentation, including Affidavit of Bills Paid, Bonds, Substantial Completion Letter and Final Plat Approval, have been submitted and reviewed.

In accordance with the Interlocal Funding Agreement and First Supplement to Interlocal Funding Agreement, the Parties agreed that the County would accept roads subject to the terms of the Agreement and the District is responsible for, and will pay for, the maintenance of the roads.

With this memorandum, I formally recommend the acceptance of the roads within Southern Pointe Sections 203 and 700 by Brazos County. Upon acceptance by the Commissioners' Court, these Right(s) of Ways will be part of the public system.

Respectfully submitted,

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



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING:

11/4/2025

ITEM:

Overpayments

- a. KJMC Inc. - \$442.15
- b. KJMC Inc. - \$108.48
- c. KJMC Inc. - \$170.43
- d. Thomas D. Hickman, Sr. - \$52.26

TO:

Commissioners Court

DATE:

10/27/2025

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

Overpayments or Erroneous Payments (Tax Code Section 31.11)

If a taxpayer applies for a refund, the collector must determine whether the payment was erroneous or excessive. If the collector determines the payment was erroneous or excessive and the auditor agrees, the collector refunds the payment from available current tax collections or from funds appropriated for making refunds.

Governing Body Approval (Tax Code Section 31.11(a)(1) and (a)(2))

NOTES/EXCEPTIONS:

Certain refunds require approval from the taxing unit's governing body. If a collector collects taxes for a single taxing unit, refunds exceeding \$500 must receive approval from the taxing unit's governing body. If a collector collects taxes for more than one taxing unit, refunds exceeding \$2,500 must receive approval from the taxing unit's governing body.

As general practice the County Auditor has chosen to present all tax refunds to the Commissioner's Court , even those that do not require approval from the Court.

ATTACHMENTS:

File Name

[CC Refunds 10 27 2025.pdf](#)

Description

Tax Refund Applications

Type

Backup Material

Melissa Leonard, PCAC
Brazos County Tax Assessor/Collector
4151 County Park Ct
Bryan TX 77802
979-775-9930
979-775-9938 Fax

REFUNDS PENDING 10/27/2025

REQUESTOR	KJMC INC DBA SOUTHERN COMFORT HOMES
ADDRESS	7828 E STATE HIGHWAY 21; BRYAN, TX 77808
OWNER NAME	TULLOUS GLENN HOWARD &
PROP ID#	536637
REFUND AMOUNT	442.15

REQUESTOR	KJMC INC DBA SOUTHERN COMFORT HOMES
ADDRESS	7828 W STATE HIGHWAY 21; BRYAN TX 77808
OWNER NAME	HORNSBY ANNIE DAVIS
PROP ID#	107738
REFUND AMOUNT	108.48

REQUESTOR	KJMC INC DBA SOUTHERN COMFORT HOMES
ADDRESS	7828 W STATE HIGHWAY 21; BRYAN TX 77808
OWNER NAME	WILSON LEE MARION & ETHEL LEE SMITH
PROP ID#	349893
REFUND AMOUNT	170.43

REQUESTOR	HICKMAN THOMAS DARRON
ADDRESS	204 KATY B LN, BASTROP, TX 78602
OWNER NAME	HICKMAN THOMAS D SR
PROP ID#	39567
REFUND AMOUNT	52.26

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

TULLOUS GLENN HOWARD &
2646 7 MILE LN
RIESEL TX 76682

PROPERTY DESCRIPTION

Legal: MOBILE HOME ONLY ON #45-420 1062/723 1386/684 LABEL#PFS0555822/23 "CHIPMUNK RANCH"
Address: 20497 20497 E OSR , TX
Account # 536637

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2025	10/14/2025	\$442.15	\$442.15

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:

KJMC INC
DBA SOUTHERN COMFORT HOMES
7828 E STATE HIGHWAY 21
BRYAN TX 77808

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

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



Signature

979-778-8224

Phone #

10/23/25

Date

karl@schomestx.com

Email Address

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

TAX REFUND DETERMINATION

The tax refund is ☒ Approved ☐ Disapproved


Authorized Officer Signature

ACTING COUNTY JUDGE

Date

11/4/25

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

Authorized Officer Signature

Date

TAX RECEIPT

10/15/2025 04:25PM

MELISSA LEONARD, PCAC PH# (979) 775-9930
BRAZOS COUNTY TAX ASSESSOR COLLECTOR
4151 COUNTY PARK CT
BRYAN, TX 77802

Receipt Number

3475834

Date Posted 10/15/2025
Payment Type P
Payment Code Over/Refund
Total Paid \$442.15

PAID BY:

KJMG INC
DBA SOUTHERN COMFORT HOMES
7928 E STATE HIGHWAY 21
BRYAN, TX 77808-8664

Property ID	Geo	Legal Acres	Owner Name and Address
536637	463000-000080	0.0000	TULLOUS GLENN HOWARD & 2646 7 MILE LN RIESEL, TX 76682
Legal Description			
MOBILE HOME ONLY ON #45-420 1062723 1386/894 LABEL#PFS0555822/23 "CHIPMUNK RANCH"			
Signs	DBA Name		
20487 20487 E CSR , TX			

Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2025	0.00000	0	146821	N	442.15	0.00	0.00	0.00	0.00	442.15
BRYAN ISD	2025	0.94890	0	135375	N	0.00	0.00	0.00	0.00	0.00	0.00
											442.15

Balance Due As Of 10/15/2025: -442.15

Tender	Details	Description	Amount
Check	5981		442.15
			442.15

Operator	Batch	Total Paid
mmore	58710 (2025 MH ESCROW_10142025)	442.15

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

HORNSBY ANNIE DAVIS
1804 BROOKHAVEN ST
TRLR 3
BRYAN TX 77803-1901

PROPERTY DESCRIPTION

Legal: EVANS, SPACE 3, SER# CBH008052TX, HUD# HWC0284320.
Address: 1804 BROOKHAVEN ST 3, 00000
Account # 107738

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2025	10/14/2025	\$108.48	\$108.48

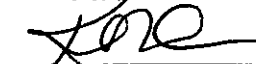
Taxpayer's reason for refund: OP-Overpayment

REFUND TO:

KIMC INC
DBA SOUTHERN COMFORT HOMES
7828 E STATE HIGHWAY 21
BRYAN TX 77808

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

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



Signature

979-778-8224

Phone #

10/23/25

Date

karl@schomestx.com

Email Address

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

TAX REFUND DETERMINATION

The tax refund is ☒ Approved ☐ Disapproved

Authorized Officer Signature

ACTING COUNTY JUDGE

Date

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

Authorized Officer Signature

Date

TAX RECEIPT

10/16/2025 09:27AM

MELISSA LEONARD, PCAC PH# (979) 775-9930
BRAZOS COUNTY TAX ASSESSOR COLLECTOR
4151 COUNTY PARK CT
BRYAN, TX 77802

Receipt Number	
3475872	
Date Posted	10/16/2025
Payment Type	P
Payment Code	Over/Refund
Total Paid	\$108.48

PAID BY:

KJMC INC
DBA SOUTHERN COMFORT HOMES
7828 E STATE HIGHWAY 21
BRYAN, TX 77808-8664

Property ID	Geo	Legal Acres	Owner Name and Address								
107738	702026-0000-0122	0.0000	KJMC DBA SOUTHERN COMFORT HOMES 7828 E STATE HIGHWAY 21 BRYAN, TX 77808-8664								
Legal Description											
EVANS, SPACE 3, SER# CBH008062TX, HUD# HWC0264320											
Site			DBA Name								
1804 BROOKHAVEN ST S, 00000											
Entity	Year	Rate	Taxable Value	Stmt #	Void	Original Tax	Disconts	P&J	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2025	0.00000	0	142772	N	108.48	0.00	0.00	0.00	0.00	108.48
BRYAN ISD	2025	0.94690	0	73146	N	0.00	0.00	0.00	0.00	0.00	0.00
CITY OF BRYAN	2025	0.82400	0	73148	N	0.00	0.00	0.00	0.00	0.00	0.00
BRAZOS COUNTY	2025	0.41870	0	73148	N	0.00	0.00	0.00	0.00	0.00	0.00
											108.48
Balance Due As Of 10/16/2025: -108.48											

Tender	Details	Description	Amount
Check	6961	REPOST	108.48
			108.48

Operator	Batch	Total Paid
Imcoe	56710 (2025 MH ESCROW 10/12/2025)	108.48

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

WILSON LEE MARION & ETHEL LEE SMITH
8300 WIXON OAKS DR
BRYAN TX 77808-9062

PROPERTY DESCRIPTION

Legal: MOBILE HOME SER# CAVTXS1991622A, HUD# NTA1002704, WIXON OAKS, BK-3, LT-6
Address: 8300 WIXON OAKS DR , 00000
Account # 349893

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2025	10/14/2025	\$175.49	\$170.43

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:

KIMC INC
DBA SOUTHERN COMFORT HOMES
7828 E STATE HIGHWAY 21
BRYAN TX 77808

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

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



Signature

979-778-8224

Phone #

10/23/25

Date

karl@schomestx.com

Email Address

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

TAX REFUND DETERMINATION

The tax refund is ☒ Approved ☐ Disapproved

Authorized Officer Signature

ACTING COUNTY JUDGE

Date

11/4/25

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

Authorized Officer Signature

Date

TAX RECEIPT

10/18/2025 09:33AM

MELISSA LEONARD, PCAC PH# (979) 775-8930
BRAZOS COUNTY TAX ASSESSOR COLLECTOR
4151 COUNTY PARK CT
BRYAN, TX 77802

Receipt Number:	
3475874	
Date Posted:	10/18/2025
Payment Type:	P
Payment Code:	Over/Refund
Total Paid:	\$175.49

PAID BY:

KJMC INC
DBA SOUTHERN COMFORT HOMES
7828 E STATE HIGHWAY 21
BRYAN, TX 77808-8664

Property ID 3498893		Geo 702028-0000-0189		Legal Acres 0.0000		Owner Name and Address KJMC DBA SOUTHERN COMFORT HOMES 7828 E STATE HIGHWAY 21 BRYAN, TX 77808-8664	
Legal Description MOBILE HOME SER# CAVTXS1991622A, HUD# NTA1002704, WIXON OAKS, BK-S, LT-6							
Situa 8300 WIXON OAKS DR , 00000		DBA Name					

Entity	Year	Rate	Taxable Value	Stmt #	Vold	Original Tax	Discont	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2025	0.00000	0	149773	N	170.43	0.00	0.00	0.00	0.00	170.43
EMG SVCS DIST #3	2025	0.02484	20,630	73148	N	5.06	0.00	0.00	0.00	0.00	5.06
											175.49

Balance Due As Of 10/18/2025: -170.43

Tender	Details	Description	Amount
Check	11162	REPOST	175.49

Operator	Batch	Total Paid
Imcoe	58710 (2025 MH ESCROW 10142025)	175.49

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

HICKMAN THOMAS D SR

204 KATY B LN

BASTROP TX 78602-6654

PROPERTY DESCRIPTION

Legal: SFA #9, BLOCK 15, LOT 9 (TR-92), ACRES 1.5

Address: 1010 SUNCREST ST ,

Account # 39567

TAX PAYMENT INFORMATION

Name of Taxing Unit	Tax Year of Refund	Payment Date	Amount Paid	Refund Amount Requested
ZREFUND	2024	07/15/2025	\$111.62	\$52.26

Taxpayer's reason for refund: OP-Overpayment

REFUND TO:

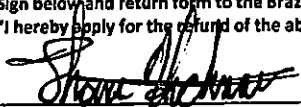
HICKMAN THOMAS DARRON

204 KATY B LN

BASTROP TX 78602-6654

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

10/24/25
Date

(512) 293-5594
Phone #

Email Address

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

TAX REFUND DETERMINATION

The tax refund is ☒ Approved ☐ Disapproved


Authorized Officer Signature

11/4/25
Date

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

Authorized Officer Signature

Date

MELISSA LEONARD, PCAC PH# (979) 775-9930
BRAZOS COUNTY TAX ASSESSOR COLLECTOR
4151 COUNTY PARK CT
BRYAN, TX 77802

Receipt Number

3469727

Date Posted	07/15/2025
Payment Type	P
Payment Code	Over/Refund
Total Paid	\$111.62

PAID BY:

HICKMAN THOMAS DARRON
204 KATY B LN
BASTROP, TX 76802

Property ID	Geo	Legal Acres	Owner Name and Address								
39567	555000-0015-0090	1.5000	HICKMAN THOMAS D SR 204 KATY B LN BASTROP, TX 78602-6654								
Legal Description											
SFA #9, BLOCK 15, LOT 9 (TR-92), ACRES 1.5											
Situs			DBA Name								
1010 SUNCREST ST ,											
Entity	Year	Rate	Taxable Value	Stmnt #	Void	Original Tax	Discnts	P&I	Att Fees	Overage	Amount Pd
Z REFUND ENTITY	2024	0.00000	0	150983	N	52.26	0.00	0.00	0.00	0.00	52.26
BRYAN ISD	2024	0.84690	3,763	61255	N	1.70	0.00	0.31	0.30	0.00	2.31
CITY OF BRYAN	2024	0.62400	84,093	61255	N	25.14	0.00	4.53	4.45	0.00	34.12
BRAZOS COUNTY	2024	0.41970	84,093	61255	N	16.90	0.00	3.04	2.99	0.00	22.93
											111.62
Balance Due As Of 07/15/2025: -52.26											

Tender	Details	Description	Amount
Check	1046		111.62
			111.62

Operator Batch
tmoore 57540 (07/15/2025TM)

Total Paid
111.62



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:
DATE OF COURT MEETING: 11/4/2025
ITEM:

- a. FY 24/25 Budget Amendments 51.01
- b. FY 25/26 Budget Amendments 3.01 - 3.04

TO: Commissioners Court
FROM: Nina Payne
DATE: 10/27/2025
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00
ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
51_Coversheet.pdf	FY 25 - 51 Coversheet	Cover Memo
51.01.pdf	FY 25 Budget Amendment 51.01	Budget Amendment
3_Coversheet.pdf	FY 26 - 3 Coversheet	Cover Memo
3.01 - 3.04.pdf	FY 26 Budget Amendments 3.01 - 3.04	Budget Amendment

BRAZOS COUNTY, TEXAS

BUDGET AMENDMENT(S) FOR THE 2024-2025 BUDGET YEAR

NO. 24/25 51.01

On this the 4th day of November 2025 at a regular meeting of the Commissioners' Court, the following members were present:

- A. Kyle Kacal, Acting County Judge
- B. Bentley Nettles, Commissioner, Precinct 1
- C. Chuck Konderla, Commissioner, Precinct 2
- D. Fred Brown, Commissioner, Precinct 3
- E. Wanda Watson, Commissioner, Precinct 4
- F. Karen McQueen, County Clerk

The following proceedings were held:

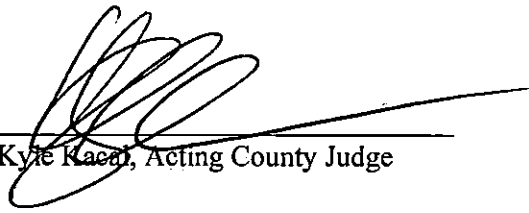
THAT WHEREAS, on the 4th day of November 2025 the Court heard and approved a budget amendment(s) for the 2024-2025 budget year for Brazos County, Texas; and

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 10 September 2024, the following amendment(s) to the original budget are hereby authorized, as described on the attached page(s).

ADOPTED AND APPROVED this the 4th day of November 2025.

THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.

By: _____


Kyle Kacal, Acting County Judge

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

11/4/2025

Capital Improvement Fund and Hotel Occupancy Tax Fund
This BA is for an increase in software services from Guardian RFID for Juvenile and the Jail as well as an increase with Momentum for the Expo. This BA is for non-cash accrual entry required under GASB 96 - Subscription Based IT Arrangements. GASB 96 requires all expenditures paid with general governmental resources be reported in the period the subscription asset is initially recognized or if amended in the period it is amended. This requires an accrual of expenditures and other financing sources for the future years' contract terms. This is non-cash entry.

ACTIVE  County Judge Approval  Date

[illegible]

BRAZOS COUNTY, TEXAS
REQUEST FOR BUDGET AMENDMENT TO INCREASE BUDGET

REQUESTING DEPARTMENT

County Auditor

REVENUE BUDGET

FY2025

FUND	DIVISION	ACCOUNT	ACCOUNT DESCRIPTION	DOLLAR AMOUNT
45000	00000000	49081000	Other Subscriptions - SBITA	9,325.00
11000	00000000	49081000	Other Subscriptions - SBITA	4,385.00
TOTAL REVENUES				\$ 13,710.00

EXPENSE BUDGET

FUND	DIVISION	ACCOUNT	ACCOUNT DESCRIPTION	DOLLAR AMOUNT
45000	63310001	80212000	Software - Subscription	\$ 7,811.00
45000	63280021	80212000	Software - Subscription	1,514.00
11000	11002500	80212000	Software - Subscription	4,385.00
TOTAL EXPENSES				\$ 13,710.00

SELECT REASON FOR EXCEPTION TO INCREASE BUDGET FROM BELOW (click in box to select)

- ☐ Debt
- ☐ Grant
- ☐ Unanticipated Revenue
- ☐ Emergency
- ☐ Donation

EXPLANATION

This BA is for an increase in software services from Guardian RFID for Juvenile and the Jail as well as an increase with Momentum for the Expo. This BA is for a non-cash accrual entry required under GASB 96 - Subscription Based IT Arrangements. GASB 96 requires all expenditures paid with general governmental resources be reported in the period the subscription asset is initially recognized or if amended in the period it is amended. This requires an accrual of expenditures and other financing sources for the future years' contract terms. This is a non-cash entry.

ELECTED OFFICIAL OR DEPARTMENT HEAD SIGNATURE


 CERTIFIED BY AUDITOR

DATE

10/21/25

DATE

Guardian RFID Software - Juvenile												Subscrip
Guardian RFID Software - Juvenile												Subscrip
Subscription												Subscrip
Subscription Liability												Subscrip
Beginning Balance	Accrued Interest Activity	Interest Expense Balance	Subscription Payment	Principal	Interest Expense	Ending Balance	Short-Term Activity	Short-Term Balance	Variable Payments	Other Payments	Total Payment	Begin Bal
58,431.67	(215.28)	1,982.56	18,795.00	18,691.84	103.16	52,426.37	3,023.99	16,839.55			18,795.00	21
52,426.37	(603.68)	1,351.78	18,795.00	16,839.55	1,955.45	35,586.82	628.10	17,467.65			18,795.00	
35,586.82	(626.19)	701.16	18,795.00	17,467.65	1,327.35	18,119.17	651.52	18,119.17			18,795.00	
18,119.17	(649.54)	26.28	18,795.00	18,119.17	675.83	0.00	(18,119.17)	0.00			18,795.00	
	0.00			0.00	0.00		0.00	0.00				
	(2,094.69)	4,061.78	75,180.00	71,118.21	4,061.79				0.00	0.00	75,180.00	

FY 24 Principal for 26-28

FY 26-28 Principal

Increase in SBITA

44,616.10

52,426.37

7,810.27

Guardian RFID Solutions - Jail												Subscription Asset	
Guardian RFID Solutions - Jail													
Subscription													
Subscription Liability													
Beginning Balance	Accrued Interest Activity	Interest Expense Balance	Subscription Payment	Principal	Interest Expense	Ending Balance	Short-Term Activity	Short-Term Balance	Variable Payments	Other Payments	Total Payment	Beginning Balance	Amorti Expe
86,541.70	(779.06)	2,207.49	44,394.00	42,900.72	1,493.28	45,154.78	2,254.06	45,154.78			44,394.00		
45,154.78	(714.22)	2,207.49	45,869.00	45,154.78	714.22	0.00	(45,154.78)	0.00			45,869.00		

Ungerboeck Software Ungerboeck Software Subscription Subscription Liability											Subscription Asset
Beginning Balance	Accrued Interest Activity	Subscription Payment	Principal	Interest Expense	Ending Balance	Short-Term Activity	Short-Term Balance	Variable Payments	Other Payments	Total Payment	Beginning Balance
217,665.20	(1,688.76)	56,773.60	48,654.91	8,118.69	169,010.30	4,086.17	52,741.08			56,773.60	216,499.89
169,010.30	(1,830.58)	59,045.00	52,741.08	6,303.92	116,269.21	4,329.19	57,070.27			59,045.00	146,283.71
116,269.21	(1,980.84)	61,407.00	57,070.27	4,336.73	59,198.94	2,128.67	59,198.94			61,407.00	76,067.53
59,198.94	(2,054.72)	61,407.00	59,198.94	2,208.06	0.00	(59,198.94)	0.00			61,407.00	5,851.35
	(7,554.90)	238,632.60	217,665.20	20,967.40				0.00	0.00	238,632.60	

FY 24 Principal for 26-28	164,625.77
Fy 26-28 Princip	169,010.29
Increase in SBITA	<u>4,384.52</u>

BRAZOS COUNTY, TEXAS

BUDGET AMENDMENT(S) FOR THE 2025-2026 BUDGET YEAR

NO. 25/26 3.01 – 3.04

On this the 4th day of November 2025 at a regular meeting of the Commissioners' Court, the following members were present:

- A. Kyle Kacal, Acting County Judge
- B. Bentley Nettles, Commissioner, Precinct 1
- C. Chuck Konderla, Commissioner, Precinct 2
- D. Fred Brown, Commissioner, Precinct 3
- E. Wanda Watson, Commissioner, Precinct 4
- F. Karen McQueen, County Clerk

The following proceedings were held:

THAT WHEREAS, on the 4th day of November 2025 the Court heard and approved a budget amendment(s) for the 2025-2026 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 9 September 2025, the following amendment(s) to the original budget are hereby authorized, as described on the attached page(s).

ADOPTED AND APPROVED this the 4th day of November 2025.

THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.

By: 

Kyle Kacal, Acting County Judge

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

**BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 25/26 - 3.01
11/4/2025**

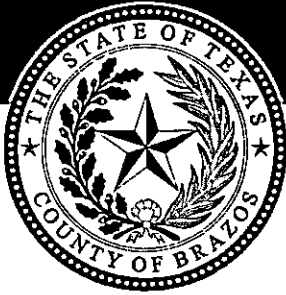
[illegible]**General Fund**

Reallocation of funds to the appropriate account for the purchase of backup tasers that were approved in the upgrade AXON contract for FY 2026.

Date: SAM
10/21/2025

ACTING County Judge Approval _____ Date 11/4/25

[illegible]



BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

Budget
Amendment
Number*

Budget Amendment Number

3.01

Agenda Date

11/4/2025

Fiscal Year

October 1 - September 30 2026

Requesting Department

BUDGET OFFICE

Requestors Name

Nina Payne

DECREASE EXPENDITURE(S):

1000 General Fund

From: Fund Number

DECREASE EXPENDITURE(S):

56000006 Road & Bridge - Non

From: Division Name

DECREASE EXPENDITURE(S):

71020010 SBITA - Principal

From: Account Number

From: Amount

\$

654.50

AMOUNT OF DECREASE

Total

\$ 654.50

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):

1000 General Fund

To: Fund Number

INCREASE EXPENDITURE(S):

28000006 Sheriff Office - Non Cr

To: Division Name

INCREASE EXPENDITURE(S):

71020010 SBITA - Principal

To: Account Number

To: Amount

\$

654.50

AMOUNT OF INCREASE

Total

\$ 654.50

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclassify budget to proper accounts:

Reallocation of funds to the appropriate account for the purchase of backup tasers that were approved in the upgraded AXON contract for FY 2026.

File and Documentation

File Upload

Upload

Signature

Initiator

Nina Payne

Department (?)

BUDGET OFFICE

Signature

Elected Official/Dept Head

Nina Payne

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

Spencer A. Mays

Budget Officer Comments

CC Approval Oracle Posted

Sign

Completion Date

Date will be captured on form submission

Comments

Commissioners Court Decision Comments

**BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 25/26 - 3.02
11/4/2025**

[illegible]**General Fund**

Reallocate funds from the IT Department to the District Clerk - Administration department for the replacement of a broken scanner that is no longer working or repairable.

Date: SAM
10/21/2025

ACTING County Judge Approval

Date _____

11/4/25

[illegible]



BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

**Budget
Amendment
Number ***

Budget Amendment Number

3.02

Agenda Date

11/4/2025

Fiscal Year

October 1 - September 30 2026

Requesting Department

INFORMATION TECHNOLOGY

Requestors Name

Stefanie K. Johnson

DECREASE EXPENDITURE(S):

1000 General Fund

From: Fund Number

DECREASE EXPENDITURE(S):

14000006 Information Technolog

From: Division Name

DECREASE EXPENDITURE(S):

60500000 Equipment & I.T. Enh

From: Account Number

From: Amount

\$

1,007.99

AMOUNT OF DECREASE

Total

\$ 1,007.99

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):

1000 General Fund

To: Fund Number

INCREASE EXPENDITURE(S):

20000100 District Clerk - Admini

To: Division Name

INCREASE EXPENDITURE(S):

60500000 Equipment & I.T. Enh

To: Account Number

To: Amount

\$

1,007.99

AMOUNT OF INCREASE

Total

\$ 1,007.99

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclassify budget to proper accounts:

Reallocate funds from the IT Department to the District Clerk - Administration department for the replacement of a broken scanner that is no longer working or repairable.

File and Documentation

File Upload

Upload

CDW Quote - RITM41812.pdf

73.58KB

Signature

Initiator

Stefanie Johnson

Department (?)

INFORMATION TECHNOLOGY

Signature

Elected Official/Dept Head

Elio V. Caldaroli, CCFO

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

Spencer A. Maggs

Budget Officer Comments

CC Approval Oracle Posted

Sign

Completion Date

Date will be captured on form submission

Comments

Commissioners Court Decision Comments



Thank you for choosing CDW. We have received your quote.

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Software

Services

IT Solutions

Brands

Research Hub

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IT ACQUISITIONS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PQQH747	10/21/2025	PQQH747	1658326	\$1,007.99

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Ricoh fi fi-8170 - document scanner - desktop - USB 3.2, Gigabit LAN</u> Mfg. Part#: PA03810-B055 Contract: ESC R10-1123C Equalis Group Coop (R10-1123C)	1	6910509	\$1,007.99	\$1,007.99

SUBTOTAL	\$1,007.99
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$1,007.99

PURCHASER BILLING INFO	DELIVER TO
Billing Address: BRAZOS COUNTY / ACCT. PAYABLE **ITEMS MUST SH PO BOX 914 BRYAN, TX 77806-0914 Phone: (979) 361-4310 Payment Terms: NET 30-VERBAL	Shipping Address: BRAZOS COUNTY WAREHOUSE - IT 205 E 27TH ST BRYAN, TX 77803 Shipping Method: UPS Ground
Please remit payments to:	
CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	



Sales Contact Info

Ryan Benoit | (877) 800-3206 | ryan.benoit@cdwg.com

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No. 25/26 - 3.03

11/4/2025

General Fund

Reallocation of funds to the correct account to cover the contract for the Bridge Scour Project.

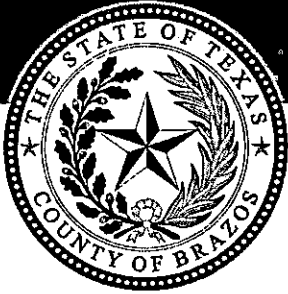
Date: SAM
10/23/2025

Project. _____

_____ 11/4/25

ACTING _____ County Judge Approval _____ Date _____

[illegible]



BRAZOS COUNTY REQUEST FOR BUDGET AMENDMENT

Budget Amendment Number*

Budget Amendment Number

3.03

Agenda Date

11/4/2025

Fiscal Year

October 1 - September 30 2026

Requesting Department

ROAD AND BRIDGE

Requestors Name

Shannon L. Zwernemann

DECREASE EXPENDITURE(S):

1000 General Fund

From: Fund Number

DECREASE EXPENDITURE(S):

56001000 Road & Bridge - Admi

From: Division Name

DECREASE EXPENDITURE(S):

80715000 Roads - Capital

From: Account Number

From: Amount

\$

2,521,264.00

AMOUNT OF DECREASE

Total

\$ 2,521,264.00

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):

1000 General Fund

To: Fund Number

INCREASE EXPENDITURE(S):

56001000 Road & Bridge - Admi

To: Division Name

INCREASE EXPENDITURE(S):

65690000 Bridge Maintenance

To: Account Number

To: Amount

\$

2,521,264.00

AMOUNT OF INCREASE

Total

\$ 2,521,264.00

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclassify budget to proper accounts:

to cover contract for bridge scour project

File and Documentation

File Upload

Upload

Signature

Initiator

Shannon Zornemann

Department (?)

ROAD AND BRIDGE

Signature

Elected Official/Dept Head

Prarthana Banerji

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

Spencer A. Mays

Budget Officer Comments

CC Approval Oracle Posted

Sign

Completion Date

Date will be captured on form submission

Comments

Commissioners Court Decision Comments

**AGREEMENT
FOR BRAZOS COUNTY BRIDGE SCOUR
REPAIR**

RFP # CIP 25-583

BRAZOS COUNTY, TEXAS

TABLE OF ARTICLES

1. General Provisions
2. Owner
3. Contractor
4. Administration of the Contract
5. Subcontractors
6. Construction by Owner or by Separate Contractors
7. Changes in the Work
8. Time
9. Payments and Completion
10. Protection of Persons and Property
11. Insurance and Bonds
12. Uncovering and Correction of Work
13. Miscellaneous Provisions
14. Termination or Suspension of the Contract
15. Access to the Work
16. Standards
17. Prohibition against personal interest in the Contract
18. Prevailing Wage Rates
19. Authority to Contract

**AGREEMENT FOR CONSTRUCTION OF BRAZOS COUNTY
ROADWAY**

This Agreement for the construction of the BRAZOS COUNTY BRIDGE SCOUR Brazos County, Texas, in the amount of **THREE MILLION, FIVE HUNDRED AND SIXTY EIGHT THOUSAND, SEVEN HUNDRED AND SIXTY FOUR DOLLARS (\$3,568,764.00)** is entered into this ____ day of September 2025 by and between **BRAZOS COUNTY, TEXAS** (hereafter referred to as "Owner"), 200 South Texas Ave., Suite 352, Bryan, Texas 77803, and **SOLID BRIDGE CONSTRUCTION, LLC.**, (hereinafter referred to as "Contractor"). The BRAZOS COUNTY BRIDGE SCOUR RECONSTRUCTION is hereinafter referred to as the "Project." The Engineer for the Project is the firm of **GOODWIN-LASSITER-STRONG** and is hereinafter referred to as "Engineer."

**ARTICLE 1
GENERAL PROVISIONS**

1.1. BASIC DEFINITIONS

1.1.1 THE COMPLETE CONTRACT DOCUMENTS: The complete Contract Documents ("Contract Documents") consist of the Agreement between Owner and Contractor (hereinafter the "Agreement"), Conditions of the Contract (General, Supplementary and other Conditions), all documents included in **RFP # CIP 25-583** and the Drawings, Project Manual and Bid Specifications, as well as Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

A Modification is: (1) a written amendment to the Contract signed by both parties; (2) a Change Order or Change Proposal Request; (3) a Construction Change Directive, or (4) a clarification, interpretation or written order for a minor change in the Work issued by the Engineer. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms or portions of addenda relating to bidding requirements). The Contract Documents executed in accordance with Sub-paragraph 1.5.1. shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

1.1.2 THE CONTRACT: The Contract Documents form the Contract for Construction ("Contract"). The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind: (1) between the Contractor and Engineer or Engineer's consultants; (2) between the Owner and a Subcontractor or Sub-subcontractor, or (3) between any persons or entities other than the Owner and Contractor. The Engineer shall, however, with the consent of Owner, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Engineer's duties.

1.1.3 THE WORK: The term "Work" means the construction and services required by the Contract, whether completed or partially completed, and includes all other labor,

materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project. Although not indicated, "Work" includes providing supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure, complete and functional installation.

1.1.4 THE PROJECT: The Project is the rehabilitation of the **2025 Bridge Scour Repair** in Brazos County, Texas that consists of 9 individual projects that vary in locations as specified in the Contract Documents. The Project may include construction by the Owner or by separate contractors.

1.1.4.1 SUMMARY OF THE WORK: This project consists of 9 Bridge Scour Repair projects, which include, Alexandar Road (002), Alexandar Road (003), Collette Lane, Harris Lane, Dilly Shaw Tap Road, Kurten Cemetery Road, Fickey Road (001), Fickey Road (002), and Deep Well Road.

1.1.5 THE DRAWINGS: The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS: The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.7 THE PROJECT MANUAL: The Project Manual is the volume usually assembled for the Work that may include the bidding requirements, sample forms, this Agreement, Supplementary Conditions of the Contract and Specifications.

1.1.8 GENERAL DEFINITIONS: Construction industry technical terms not defined in the Contract Documents shall have the meanings given as listed in the latest edition of the AIA "Glossary of Construction Industry Terms." Those not specifically defined at either place shall have the meanings commonly attributed to them by the particular trade involved.

1.1.8.1 Provide: shall be understood to mean: "Furnishing of all labor, materials, equipment, transportation and services referred to and installation of the materials, equipment and other items referred to, all in compliance with the requirement of the Contract Documents and applicable Federal, State and local laws and ordinances as well as requirements of Federal, State and local authorities having jurisdiction at the site of the Work."

1.1.8.2 Required: shall be understood to refer to the requirements of the contract Documents unless its use in a sentence clearly implies a different interpretation.

1.1.8.3 Where "as shown," "as indicated," "as noted," and similar terms are used, it shall be understood that reference to the Contract Drawings is made, unless their use in a sentence clearly implies a different interpretation.

1.1.8.4 Where the terms "Plans" or "Drawings" are used, they shall be understood to

include drawings, details and schedules as applicable.

1.1.8.5 Construction Time: the number of calendar days required to perform the work. Refer to Sections 8.1.1 and 8.1.2.

1.1.8.6 Day: A calendar day beginning and ending at 12:00 midnight.

1.1.8.7 Equal; approved equal; Engineer approved; acceptable; approved; satisfactory; required; directed; instructed: Such terms and related phrases shall relate to the opinions and interpretations of the Contract Documents by the Engineer, unless otherwise stated, and shall be limited in authority and responsibility as defined under this Agreement and the contract between the Engineer and Owner.

1.1.8.8 Date of Final Completion: The date when Engineer and Owner find all the work of the Contract documents acceptable and the Contract fully performed.

1.1.8.9 Occurrence: Is defined as follows for purpose of insurance – An event which occurs during the policy period, or a continuous or repeated exposure to conditions which result, during the policy period in bodily injury, sickness or disease, or injury to or destruction of property, excluding injuries or deaths of one or more persons or organizations, including the loss of use thereof, resulting from a common cause or from exposure to substantially the same general condition existing at or emanating from each location shall be deemed to result from one occurrence.

1.1.8.10 Not-In-Contract (N.I.C.): Work not included in this Contract.

1.1.8.11 And/or: Shall mean both "and" and "or" and shall be enforceable by Owner when read in either manner.

1.1.8.12 General Contractor: Same as Contractor.

1.1.8.13 Material Man; Material Supplier: Anyone that supplies material only and does not perform any labor at the site of the work.

1.1.8.14 Timely Change: A change in the work that can be arranged before the particular item of work has required the expenditure of any non-recoverable costs by the Contractor and/or subcontractors.

1.1.8.15 Late Change: A change in the work that cannot be performed before the particular item of work that requires the expenditure of some non-recoverable cost after shop drawings, samples and/or schedules related to the change have been reviewed and found acceptable.

1.1.8.16 Prompt: Promptly and similar terms shall be held to refer to a time period of not less one week or more than two weeks.

1.1.8.17 Addendum: A change to the Construction Documents (General Documents, Specifications and Drawings) issued prior to the execution of the Agreement.

1.1.8.18 Agreement/Contract: Agreement/Contract means the same and are used

interchangeably throughout this document. This Agreement/Contract is the signed agreement between Owner and Contractor for the performance of the Work.

1.1.8.19 Critical Path: The project's tasks that will cause the project end date to be delayed if they are delayed. The word "critical" does not imply how important a task is; a task is critical solely because it must occur as scheduled for the project to finish on time.

1.1.8.20 Furnish: Unless specifically limited in context, the word "furnish" and any derivatives thereof mean: deliver indicated items, materials, equipment, apparatus, appurtenances and all items necessary for a complete and proper installation to Project site and stored in secure locations.

1.1.8.21 Install: "Install" and any derivatives thereof mean; incorporated indicated items, materials, equipment, apparatus, appurtenances and all items necessary for the Work including all necessary labor, materials and connections to perform a properly and complete installation ready for operation of use, including but not limited to unpacking and assembly, if necessary.

1.1.8.22 The Contractor Shall: In the interest of conciseness; sentences, statements and clauses may be verb phrases with expressed verbs such as "furnish," "install," "provide," "construct," "erect," "comply," "apply," "submit," etc. Any such sentences, statements and clauses are to be interpreted to include the applicable form of the phrase "the Contractor shall" preceding the expressed verb, with the requirements described interpreted as mandatory elements of the Contract.

1.1.8.23 Evaluation: "Evaluation" and any derivative thereof, as used in reference to Engineer mean; to become generally familiar with the progress and quality of the portion of Work completed to determine in general if it is being performed in a manner indicating that the Work when completed may be occupied or utilized by the Owner for its intended use. Such evaluations shall be based on what is plainly visible at the construction site during periodic visits to the Project, and without the removal of material or other Work that is in place.

1.1.8.24 Inspect: "Inspect" and any derivative thereof, as used in reference to the Engineer shall mean; Type of evaluation that a reasonably prudent Engineer, in the exercise of ordinary care, would make to determine if the Work is in general accordance with the Contract Documents; they are not "inspections" as would necessarily disclose a defect.

1.1.8.25 See: In the interest of conciseness, references to specification sections and details are preceded by the word "see." Any such references are to be interpreted to include applicable form of phrase "...and comply with."

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them.

1.2.2. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed, nor limit the scope of work performed by any trade or by any Sub-contractor or supplier.

1.2.3. Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4. General Conditions and Supplementary Condition and General Requirements apply to all of the Contract Documents.

1.2.5 Precedence of the Contract Documents: The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as "A".

1.2.5.1 Modifications, Change Orders or a Change Proposal Request

1.2.5.2 This Agreement, including the General Conditions stated herein.

1.2.5.3 Addenda

1.2.5.4 Supplementary Conditions

1.2.5.5 Specifications and Drawings. In the case of an inconsistency between Drawing and specifications or within either document, the better quality and the greater quantity of work shall be provided unless otherwise directed by Engineer.

1.2.6 Current Editions: When any work is governed by reference to standard, codes, manufacturer's instructions or other reference documents, the latest issue in effect on the original issue date of the Construction Documents shall apply whether or not the proper edition is noted.

1.2.7 Enumeration of Items: Lists of "work included," "work excluded" and "description of the work" and similar groupings are not intended to enumerate each and every item of work or appurtenance required therein but shall be used in conjunction with all other portions of the Contract Documents to establish the requirements for completion of the Work or any portions thereof.

1.2.8 Reference Guarantees: When reference standards are made a part of the requirements, the warranties and guarantees they contain shall apply, except for the portions that are less stringent than those required by the Contract Documents or imply or state exclusions, limitations or waivers that are inconsistent with the requirements of the Contract Documents.

1.3 CAPITALIZATION

1.3.1 Terms capitalized in these General Conditions include those which are: (1) specifically defined; (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document, or (3) the titles of other

documents published by the American Institute of Engineers.

1.4 INTERPRETATION

1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 EXECUTION OF CONTRACT DOCUMENTS

1.5.1 The Contract Documents shall be enumerated on attachment(s) to the Agreement and attachments(s) shall be signed by the Owner and Contractor as provided in the Agreement.

1.5.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the work is to be performed and correlated personal observations with requirements of the Contract Documents. Contractor shall verify the location of all easements before beginning the project.

1.6 OWNERSHIP AND USE OF ENGINEER'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS:

1.6.1. The Drawings, Specifications and other documents, including those in electronic form, prepared by the Engineer and/or Engineer's consultants are Instruments of the Engineer's service through which the Work to be executed by the Contractor is described. The Contractor may retain one contract record set. Neither the Contractor, nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Engineer or the Engineer's consultants, and unless otherwise indicated the Engineer or the Engineer's consultants shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright, unless indicated differently in the Owner – Engineer Agreement. The Drawings, Specifications and other documents prepared by the Engineer, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the work without the specific written consent of the Owner, Engineer and/or Engineer's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Engineer and/or Engineer's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Engineer and/or the Engineer's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Engineer's copyright or other reserved rights.

1.6.2 CONTRACTOR'S USE OF INSTRUMENTS OF SERVICE IN ELECTRONIC FORM

1.6.2.1 Engineer may furnish or sell, at an agreed upon cost, to Contractor,

Subcontractor, Sub-subcontractor, and material and equipment supplier, or other versions of Instruments of Service in electronic form for use solely with respect to this Project. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic means involving computers.

1.6.2.2 If required to be furnished, or if furnished, Engineer or Engineer's Consultants will furnish electronic data in software format in use by Engineer at the time Engineer's services are performed. Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, or others shall be responsible for proper storage, maintenance and conversions necessary to prevent degradation or obsolescence of data. Any change or modification in electronic data by Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, or others shall be at their sole risk and without liability or legal exposure to Engineer, Engineer's consultants or Owner, and to fullest extent permitted by law, the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers agrees to hold harmless and indemnify Engineer, Engineer's consultants and Owner from and against all claims, liabilities, losses, damages and costs, including but not limited to reasonable attorney's fees, arising there from or in connection therewith.

1.6.2.3 The Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, and others understand that the conversion of electronic information and data supplied by the Engineer or Engineer's consultants from the system and format used by the Engineer or Engineer's consultants to an alternative or upgraded system or format, whether performed by Engineer, Engineer's consultants or others, cannot be accomplished without the introduction of inexactitudes, anomalies, omissions and errors. In the event the electronic data furnished to the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, is converted, they agree to assume all risks associated with such conversion. If Engineer and/or Engineer's consultants furnish electronic data, the Contractor, any Subcontractors or Sub-subcontractors, material or equipment suppliers, and others agrees to hold Engineer, Engineer's consultants and Owner harmless and to waive any and all claims, liabilities, losses, damages and costs arising out of, or in any way connected with, the conversion of electronic data supplied by the Engineer or Engineer's consultants.

1.6.2.4 If documents, including those in electronic form, are modified, revised or changed in any way by the Contractor, Subcontractor, Sub-subcontractor, and material and equipment supplier, or others, any reference to the Engineer and Engineer's consultant and any professional seals and signatures shall be removed from the documents.

1.6.2.5 In consideration for the use of the Drawings, Specifications and other documents, including those in electronic form, Contractor, Subcontractor, Sub-subcontractor, material and equipment supplier and others agree to indemnify, defend and hold harmless the Engineer, Engineer's consultants and Owner from and against, any claim or liabilities arising out of such use.

ARTICLE 2

OWNER

2.1 DEFINITION

2.1.1 The Owner is Brazos County, Texas. The term "Owner" means the Owner or the Owner's authorized representative. The Owner's representative is **Capital Project Manager**, or such other person as may from time to time be so designated by the Brazos County Commissioners Court to act on behalf of Owner.

2.1.2 The Owner upon reasonable written request shall furnish to the Contractor in writing information which is necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein at the time of execution of the Agreement and within five (5) days after any change, information of such change in title, recorded or unrecorded.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall furnish surveys describing physical characteristics and legal limitations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.2 Except for permits and fees, including those required under Paragraph 3.7, which are the responsibility of the Contractor under the Contract Documents, Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction.

2.2.3 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness and complete and accurate to the best of the Owner's information and belief. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

2.2.4 Contractor will be furnished, free of charge, one set of Contract Documents in Adobe "PDF" file format suitable for plotting or printing. Contractor may use for limited purpose of making prints thereof required for use in performance of Work, in accordance with Paragraph 1.6.

2.2.5 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion) and Article 11 (Insurance and Bonds).

2.3 OWNER'S RIGHT TO STOP THE WORK: If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or fails, more than once, to carry out Work in accordance with the Contract Documents, the Owner by written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated;

however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3. Owner does not waive the right to stop the work in any future situation if Owner waives this right in any one situation.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the Work, or any portion thereof, in accordance with the Contract Documents or fails to complete, within the time period stipulated, any items of work scheduled to be done subsequent to the Date of Substantial Completion or fails to complete or correct any items of work disclosed subsequent to the Date of Substantial Completion and fails within a seven day period after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then, or thereafter, due the Contractor the cost of correcting such deficiencies, including compensation for the Engineer's additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor shall be done after consultation with the Engineer. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.4.2 Neither Owner nor its officers, agents, or employees are in any way liable or accountable to Contractor or its Surety for any method by which completion of said Work, or any portion thereof, is accomplished or for price paid therefore, unless Surety is required to pay cost to complete the Project, in excess of the amount contained in the Owner-Contractor Agreement, as a direct result of the Engineer's negligent issuance of Certificate(s) for Payment. Contractor and Surety are responsible for all costs for completing the Work including cost in excess of original Contract Sum. Owner does not forfeit right to recover damages from Contractor or Surety for failure to complete Contract by taking over the Work or by declaring Contract in default. Maintenance of the Work remains Contractor's and Surety's responsibility as provided for in Performance Bond and guarantee of Contractor.

2.4.3 The Owner reserves the right to:

2.4.3.1 observe the work, at any time, whenever it is in preparation or progress;

2.4.3.2 make emergency repairs to the work during the guarantee period, to prevent further damages and the Contractor shall pay for such repairs when necessitated by defects in the Contractor's work;

2.4.3.3 make changes to the work.

2.4.4 The Owner shall not be required to accept from the Contractor (unless specifically agreed upon):

2.4.4.1 Partial Substantial Completion;

2.4.4.2 Substantial Completion when it occurs prior to the expiration of the Construction Time.

ARTICLE 3

CONTRACTOR

3.1 GENERAL

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer in the Engineer's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS

3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 2.2.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Engineer as a properly prepared, timely Request For Information (RFI) in such form as the Engineer may require.

3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Engineer, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes and rules and regulations, unless they bear upon construction means, methods, techniques or safety and health precautions, but the Contractor shall promptly report to Engineer any nonconformity discovered by or made known to the Contractor as a Request For Information (RFI) in such form as the Engineer may require.

3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications, interpretations or instructions issued by the Engineer in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Engineer for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency,

omission or difference and knowingly failed to report it to the Engineer.

3.2.3 The Contractor shall verify the location of all easements before beginning the Project.

3.2.4 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 3.12.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall review, substantiate, and comply with current industry execution standards and manufacturer's current execution instructions and evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures.

If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Engineer and shall not proceed with that portion of the Work without further written instructions from the Engineer. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

3.3.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Engineer in the Engineer's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.3.4 The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

3.3.5 Contractor is solely responsible for coordination of scope of Work for its own forces, and of Subcontractors and suppliers, and to complete all Work, whether performed by the Contractor or a Subcontractor.

3.3.6 The Contractor must provide a full-time Project Superintendent that is named in their Proposal to the County. If there is a change in Superintendent, then the County must approve the new, proposed, full-time Project Superintendent before they start on the project.

3.3.7 Layout/grades will be per plans.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

3.4.2 The Contractor may make substitutions only if allowed by Contract Documents and with the consent of the Owner, after evaluation by the Engineer and in accordance with a Change Order, or by Owner's approval of a Substitution Request.

3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and Engineer that all materials and equipment furnished under this Contract will be of good quality and new unless otherwise specified and that all Work will be provided in accordance with the requirements of the Contract Documents and will be of good quality, free of faults and defects. All Work not conforming to the requirements of the Contract Documents, including substitutions or changes made by the Contractor or any subcontractor, material supplier or equipment supplier that have not been specifically identified (PRIOR to Contract award) by means of a Letter of Notice to Engineer and properly accepted and authorized by Engineer, shall be considered defective and not in agreement with the requirements of the Contract Documents, and shall be promptly corrected in accordance with the requirements of Article 12 of this Agreement and amendments thereto as set forth in Supplementary Conditions or Modifications. Notation or listing of such substitutions or changes on shop drawings or other types of submittal will not be considered acceptable to Engineer whether or not such submittal has been reviewed or stamped by Engineer. Notice must be specific and transmitted in letter form. If required by Owner or Engineer, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment actually provided. This warranty is not limited by the provisions of Paragraph 12.2.

3.5.2 Immediately prior to Date of Substantial Completion, Contractor shall execute and deliver to Engineer, a written warranty in approved form, stating that all materials and equipment provided and all work performed are in accordance with the requirements of the Contract Documents and authorized modifications and additions thereto; and further stating that Contractor guarantees, should any condition arise or be disclosed during the time of Contract warranty, which conditions are due to incomplete, or improper or defective materials, or due to incomplete or improper or defective workmanship or arrangement, such condition, together with all work affected in correcting such condition, shall be (upon written notice from Owner) promptly and satisfactorily corrected by Contractor at no additional cost to Owner. Contractor shall be fully responsible for the prompt, satisfactory completion of all warranty work whether performed by his own or subcontract personnel.

3.5.3 Work Covered by Warranty: Contractor's warranty shall cover all work under the Contract, whether or not any portion or trade has been assigned or sub-let. In the event any portion of the Work is performed by an assignee or subcontractor, Contractor shall obtain from such assignee and/or subcontractor a written warranty to Contractor and Owner covering their respective portion of the Work for the period required. Contractor shall deliver them, together with his own warranty, to Owner prior to final payment. Assigns' and subcontractors' warranties shall expressly provide that the same shall be enforceable directly by Owner, if he so elects, and shall run concurrently with Contractor's warranty. Warranty shall be secured by Contractor's Performance Bond as directed by Owner.

3.5.4 Time of Warranty: Contractor's warranty shall be for a period of one year from Date of Substantial Completion of the Work. Should a warranty required under any Section of the Specifications or of this Contract be for a period of more than one year, Contractor's and subcontractor's warranty, with respect to such work, shall be for such longer period. Warranty for work done subsequent to Date of Substantial Completion shall be for a period of one year from date of Final Completion or such longer period, if so specified.

3.5.5 Partial Occupancy: Should Owner occupy a portion of the Work before the date of Substantial Completion, the warranty period for that portion so occupied shall begin on the date of such occupancy as agreed in writing with Owner.

3.5.6 Objectionable Process: Where any material, process, or method or operation or application procedure is required, which in the opinion of the Contractor, would render the finished work unsuitable for the required warranty, then, before a bid is submitted, such unsuitable material, process, or application method shall be objected to in writing to Engineer, stating reasons therefore and recommending other alternate materials or methods so that the Work, when completed, will be suitable for the required warranty. In the event the Contractor's recommendations are approved, the work shall be installed in accordance therewith, and all changes in cost resulting there from shall be included in the Contract bid amount.

3.5.7 Under the requirements of this Paragraph 3.5, Contractor shall be responsible for:

3.5.7.1 Damages existing facilities, fences or other appurtenances or services when damages result from use of faulty materials or negligent workmanship.

3.5.7.2 Warranting modifications accepted under subparagraph 3.5.6 above will give satisfactory results.

3.5.7.3 Warranting substitutions will be equal or superior to the specified item or method unless he specifically lists shortcomings in his request for making substitution.

3.5.7.4 Obtaining and enforcing all subcontract warranties with particular attention being directed to enforcement of warranty work by electrical and other subcontractors.

3.6 TAXES

3.6.1 Although Owner is a tax-exempt unit of local government, the Contractor shall pay

all sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor which may not be within Owner's exemption that are legally enacted when Contractor's bids were received or negotiations between Owner and Contractor were concluded, whether or not yet effective or merely scheduled to go into effect.

3.6.2 Contractor requires all Subcontractors, Sub-subcontractors and suppliers to bill Contractor for all sales and use taxes on all materials and equipment incorporated into Project as clearly discernible separate item to facilitate Contractor's keeping tax as separate item of expense on records. Furnish this information to Owner to enable Owner to meet state reporting requirements

3.7 PERMITS, FEES AND NOTICES

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

3.7.1.1 Owner shall secure and pay for health and environmental impact fees, water and sewer connections and impact fees, and zoning regulation fees and permits. The Contractor shall secure and pay for all other permits and governmental fees, licenses and inspections necessary for proper execution of and completion of Work which are customarily secured after execution of Contract and which are legally required when bids are received or Contract is executed.

3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, unless they bear upon construction means, methods, techniques or safety and health precautions. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Engineer and Owner in writing and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs Work, knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Engineer and Owner, the Contractor shall assume full responsibility for such Work and shall bear all the costs attributable for any and all repairs required for conformance, including but not limited to, any penalties, fines or other damages realized..

3.8 ALLOWANCES

3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

3.8.2 Unless otherwise provided in the Contract Documents:

3.8.2.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

3.8.2.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the allowances, and

3.8.2.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect: (1) the difference between actual costs and the allowances under Clause 3.8.2.2, and (2) changes in Contractor's costs under Clause 3.8.2.3.

3.8.3 Contingency Allowance is established as follows and shall be processed pursuant to the Specifications.

3.8.3.1 Alexandar Road (002) - \$15,000.00

3.8.3.2 Alexandar Road (003) - \$20,000.00

3.8.3.3 Collette Lane - \$20,000.00

3.8.3.4 Harris Lane - \$15,000.00

3.8.3.5 Dilly Shaw Tap Road - \$20,000.00

3.8.3.6 Kurten Cemetery Road - \$25,000.00

3.8.3.7 Fickey Road (001) - \$20,000.00

3.8.3.8 Fickey Road (002) - \$20,000.00

3.8.3.9 Deep Well Road - \$10,000.00

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ a competent superintendent.

3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Engineer the name and qualifications of a proposed superintendent. The Owner or Engineer may reply within fourteen (14) days to the Contractor in writing stating: (1) whether the Owner or Engineer has reasonable objection to the proposed superintendent, or (2) that the Owner or Engineer requires additional time to review. Failure of the Owner or Engineer to reply within the fourteen (14) day period shall constitute notice of no reasonable objection.

3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Engineer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Contractor, promptly (within ten (10) days) after notification of contract award, shall prepare and submit for the Owner's and Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised monthly or at appropriate intervals as required by the conditions of the Work and Project whichever is less, shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and practicable execution of the Work.

3.10.1.1 Owner may authorize construction activities to commence prior to completion of Drawings and Specifications. If Drawings and Specifications require further development at the time the initial construction schedule is prepared, Contractor shall: 1) allow time in the schedule for further development of Drawings and Specifications by Engineer, including time for review by Owner and Contractor and for Contractor's coordination of Subcontractors' Work, and 2) furnish to Owner, in a timely manner, information regarding anticipated market conditions and construction cost, availability of labor, materials and equipment, and proposed methods, sequences and time schedules for construction of Work.

3.10.2 The Contractor shall prepare and keep current, for the Engineer's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Engineer reasonable time, as defined by the Engineer to review submittals. If the Contractor fails to submit a schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Engineer.

3.10.4 Owner shall not be bound by any early completion deadline submitted in any schedule.

3.10.5 Owner does not approve or accept any schedule, but reserves the right to review, comment and reject.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittal. These shall be available to the Engineer and shall be delivered to the Owner upon completion of the Work.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2 Product Data are illustrations, standard schedules, performance charts,

instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Engineer is subject to the limitations of Subparagraph 4.2.7. Informational submittals upon which the Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Engineer without action.

3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Engineer; Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Engineer without action.

3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor and Sub-contractor represent to the Owner and Engineer that the Contractor and Sub-contractor have (1) reviewed and approved them, (2) have reviewed for compliance with the Contract Documents, (3) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (4) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents, and have approved the submittal.

3.12.7 The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Engineer. Such Work shall be in accordance with approved submittals.

3.12.7.1 The Contractor shall make all revisions as noted by Engineer and shall re-submit the required number of corrected copies of Shop Drawings, product data or samples until no exceptions are taken. The Contractor shall direct specific attention, by cover letter accompanying resubmitted Shop Drawings, to all revisions made in addition to those requested by Engineer on previous submissions, if any.

3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar

submittals by the Engineer's approval thereof.

3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Engineer on previous submittals. In absence of such written notice the Engineer's approval of a re-submission shall not apply to such revisions.

3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of Engineer or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Engineer will specify performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Engineer. The Owner and the Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Engineer have specified to the Contractor appropriate performance and design criteria that such services must satisfy. Pursuant to this Subparagraph 3.12.10, the Engineer will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

3.12.11 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Engineer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, policies, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.13.2 Contractor shall assume full responsibility for protection and safekeeping of materials stored on premises.

3.13.3 Contractor shall provide all necessary precautions to protect public, visitors and tenants from activities of Contractor or his agents on project.

3.14 CUTTING AND PATCHING

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to

complete the Work or to make its parts fit together properly.

3.14.2 The Contractor shall not damage or endanger a portion of the Work, or fully or partially completed construction, by the Owner, or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner, or a separate contractor, except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner, or a separate contractor, the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.15.2 If the contractor fails to clean up as provided in the Contract Documents after reasonable notice from Owner of such failure, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 ACCESS TO WORK

3.16.1 The Contractor shall provide governmental authorities who lawfully request access to the work, the Owner and Engineer proper facilities and equipment for access to the Work in preparation and progress wherever located.

3.17 ROYALTIES AND PATENTS

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Engineer harmless from loss (including but not limited to attorney's fees, court cost, and other cost of defense), on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright, trademark, trade name, or similar property right or interest, or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Engineer.

3.18 INDEMNIFICATION

3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, ITS ELECTED OFFICIALS, APPOINTED OFFICIALS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, ENGINEER, ENGINEER'S CONSULTANTS (COLLECTIVELY REFERRED TO AS THE "INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE WORK PROVIDED THAT SUCH CLAIM, LIABILITY, DAMAGES, LOSS, COSTS OR EXPENSE IS ATTRIBUTABLE TO BODILY INJURY,

SICKNESS, DISEASE, OR DEATH OR TO INJURY TO, OR DESTRUCTION OF, TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE THEREOF IN ANY WAY OCCURRING, INCIDENT TO, ARISING OUT OF OR IN CONNECTION WITH: (A) A BREACH OF THE WARRANTIES PROVIDED BY THE CONTRACTOR; (B) THE WORK PERFORMED OR TO BE PERFORMED BY THE CONTRACTOR, ITS CONTRACTORS, SUB-CONTRACTORS, SUB-SUB-CONTRACTORS, AND SUPPLIERS, AND THEIR EMPLOYEES AND AGENTS; (C) ANY NEGLIGENT ACTION AND/OR OMISSION OF THE INDEMNITEES RELATED IN ANY WAY TO THE PROJECT WHETHER THE INDEMNITEES ARE NEGLIGENT IN WHOLE OR IN PART, AND EVEN WHEN THE LOSS IS CAUSED BY THE SOLE FAULT OR NEGLIGENCE (INCLUDING ACTS OR OMISSIONS THAT ARE CHARACTERIZED AS NEGLIGENCE PER SE, NEGLIGENCE PREMISED ON STRICT LIABILITY, OR ANY OTHER TYPE OF NEGLIGENCE) OF THE INDEMNITEES; OR (D) ANY FINES, PENALTIES, DAMAGES (INCLUDING PUNITIVE), LIABILITIES, COSTS AND EXPENSES IN CONNECTION WITH: (1) A VIOLATION OF ANY LAW, STATUTE, RULE, ORDINANCE, CODE OR OTHER REQUIREMENT OF PUBLIC AUTHORITIES; (2) MEANS, METHODS, PROCEDURES OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK; AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES AND INSPECTIONS FOR WHICH THE CONTRACTOR IS RESPONSIBLE UNDER THE CONTRACT DOCUMENTS. THE CONTRACTOR'S INDEMNITY OBLIGATION HEREIN SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE OR REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY THAT WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18. THE SCOPE AND EXTENT OF THIS INDEMNITY SHALL NOT BE LIMITED BY THE AVAILABILITY OF COVERAGE UNDER THE CONTRACTOR'S INSURANCE AND SHALL NOT LIMIT INDEMNITEES' OTHER LEGAL REMEDIES AGAINST CONTRACTOR OR ANY OTHER PERSON OR ENTITY. THIS INDEMNIFICATION PROVISION SHALL SURVIVE TERMINATION OF THE CONTRACT.

3.18.2 In claims against any person or entity indemnified under Paragraph 3.18 by an employee of the Contractor, a Subcontractor, Sub-Sub-contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Paragraph 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

3.18.3 The obligations of the Contractor under Paragraph 3.18 shall not extend to the liability of the Engineer, the Engineer's consultants and agents and employees of any of them arising out of: (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications; or (2) the giving of, or the failure to give, directions or instructions by the Engineer, the Engineer's consultants and agents and employees of any of them, provided such giving, or failure to give, is the primary cause of the injury or damage. The indemnity for the Engineer, the Engineer's Consultants, agents and employees does not extend to any indemnity prohibited by Section 130.003 of the Texas Civil Practice and Remedies Code.

3.19 ADDITIONAL REQUIREMENTS

3.19.1 Contractor shall submit to Engineer, in writing, all substitutions proposed PRIOR

TO the bid opening date. Contractor shall furnish sufficient data for evaluation. To be acceptable for project use, substitutions must be approved in writing by Engineer or by appropriate addendum.

3.19.2 Contractor shall follow manufacturer instructions. Where such instructions are in conflict with the Contract Documents, Contractor shall notify Engineer for clarification before proceeding. A copy of the manufacturer's instructions shall be kept at job site and made available to Engineer.

3.19.3 Contractor shall stop the Work affected when notified of a proposed change and when unsatisfactory results are anticipated. Contractor shall proceed only after receiving additional instructions from Engineer.

3.19.4 Contractor shall establish and maintain bench marks, and all other grades, lines, and levels necessary for the Work, report errors and inconsistencies to Engineer, in writing, before commencing work affected. Contractor shall be responsible for placement of Project Work and shall make all corrections necessary to achieve an accurate layout of Project Work.

3.19.5 Contractor shall provide acceptable access facilities to the Work for the Owner, Engineer, and all local, State and Federal authorities having jurisdiction. All access facilities shall be made safe and reasonably convenient.

3.19.6 Contractor shall prepare quotations, for proposed changes in the Work. Quotations shall be in a "break-down" form giving the number of units, unit cost of materials, tool costs, taxes, overhead, profit, etc. Quotations shall reflect credits as well as extras.

3.19.7 Contractor shall furnish written warranties using the form directed by Owner or Engineer.

3.19.8 Contractor shall secure required inspection certificates and transmit them to Engineer and Owner.

ARTICLE 4 **ADMINISTRATION OF THE CONTRACT**

4.0 SCHEDULE OF WORK (at a maximum, in calendar days)

Day 0: Contractors receipt of Notice to Proceed

Submittals, as needed, to be provided within a reasonable time.

Day 606: Contractor attains Substantial Completion

Day 636: Contractor attains Final Completion

4.1 ENGINEER

4.1.1 The Engineer is the person lawfully licensed to practice Engineering, or an entity lawfully practicing Engineering identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Engineer" means the Engineer or the Engineer's authorized representative or such representative as the Engineer may designate, who may be employed by the Engineer as a consultant.

4.1.1.1 Each of these terms; "Engineer," "Engineer," "Engineer/Engineer," "A/E," or "Engineer/Engineer" shall mean Engineer, or an affiliate as otherwise provided in the Contract Documents, or duly authorized representatives, such representatives acting severally within scope of particular duties entrusted to them, unless otherwise provided in Contract Documents.

4.1.2 Duties, responsibilities and limitations of authority of the Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Engineer. Consent shall not be unreasonably withheld.

4.1.3 In case of termination of employment of the Engineer, the Owner shall appoint a new Engineer whose status under the Contract Documents shall be that of the former Engineer.

4.2 ENGINEER'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Engineer, acting in consultation with Owner's representative, will provide administration of the Contract as described in the Contract Documents: (1) during construction; (2) until final payment is due, and (3) with the Owner's concurrence, from time to time during the correction period described in Paragraph 12.2. The Engineer will advise and consult with the Owner. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract; however, such authority shall not be considered or construed as creating a fiduciary relationship between the Engineer and Owner.

4.2.2 The Engineer, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by Owner and Engineer, and as Engineer deems necessary: (1) to become generally familiar with and to keep the Owner informed about the progress and aesthetic quality of the portion of the Work completed; (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work observed is being performed in a manner indicating that the Work, when completed, will be in general accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site evaluations or inspections to check the quality or quantity of the Work. The Engineer will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety or health precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Subparagraph 3.3.1.

4.2.2.1 Contractor shall reimburse Owner for compensation paid to Engineer for additional site visits made necessary by fault, neglect or request of Contractor.

4.2.3 The Engineer will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Paragraph 3.3. The Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents or failure to complete Work on schedule. The Engineer will not have

control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

4.2.4 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Engineer. Communications by and with the consultants shall be through the Engineer, unless otherwise approved by the Engineer. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner. The Engineer's presence at the Project Site shall not imply concurrence or approval of the work. Contractor shall call specific items to the Engineer's attention in writing if he wishes to obtain Engineer's opinion.

4.2.5 Based on the Engineer's observations and evaluations of the Contractor's Applications for Payment, the Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

4.2.6 The Engineer has authority to reject Work which does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable for implementation of the intent of the Contract Documents, the Engineer will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer to the Contractor, Subcontractors, materials and equipment suppliers, their agents or employees, or other persons performing portions of the Work. All costs made necessary by such failure, including those of repeated procedures shall be at Contractor's sole expense, including compensation for Engineer's services and expenses.

4.2.7 The Engineer will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Such review and action on the part of the Engineer is limited to only those submittals required by the Contract Documents. The Engineer's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Engineer's professional judgment to permit adequate review by the Engineer, Engineer's consultants and Owner, if needed. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Engineer's review shall not constitute approval of safety or health precautions or, unless otherwise specifically stated by Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's review or approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8 The Engineer will prepare Change Orders and Construction Change Directives, or other change documents for changes in the Work for the Owner's approval and execution, and the Engineer may authorize minor changes in the Work as provided in Paragraph 7.4.

4.2.9 The Engineer and Owner will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion. The Engineer may receive and forward to the Owner for the Owner's review and records written warranties and related documents as required by the Contract Documents and assembled by the Contractor, and will issue a final Certificate for Payment based upon final inspection indicating the Work complies with the requirements of the Contract Documents.

4.2.10 If the Owner and Engineer agree, Engineer will provide one or more project representatives to assist in carrying out the Engineer's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11 The Engineer will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Engineer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Engineer shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Engineer to furnish such interpretations until twenty (21) days after written request is received.

4.2.12 Interpretations and decisions of the Engineer will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

4.2.13 The Owner's and Engineer's decisions on matters relating to aesthetic effect will be final, if consistent with the intent expressed in the Contract Documents.

4.3 CLAIMS AND DISPUTES

4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money and extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of, or relating to, the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.3.1.1 Claims must contain following:

4.3.1.1.1 Date of the event giving rise to such Claim and, if applicable, date when the event ceased;

4.3.1.1.2 Nature of occurrence or condition giving rise to the Claim;

4.3.1.1.3 Identification of contractual provisions affected and a detailed explanation of how the Claim is contrary to those provisions;

4.3.1.1.4 An estimate of effect upon the Contract Sum, including an itemized breakdown of additional cost, if any;

4.3.1.1.5 An estimate of the effect upon the Project Schedule, including a comparison of Project Construction Schedule and schedules prepared in connection with the Claim. If required by Owner or Engineer, this shall include showing in CPM format, both critical and non-critical path activities affected and showing Project Construction Schedule and Claim sequences, durations and float substantiating delay claimed.

4.3.2 Decision of Engineer. Claims, including those alleging an error or omission by the Engineer, shall be referred initially to the Engineer for action as provided in Paragraph 4.4. A decision by the Engineer and Owner, as provided in Subparagraph 4.4.4, shall be required as a condition precedent to litigation of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of: (1) whether such matters relate to execution and progress of the Work, or (2) the extent to which the Work has been completed.

4.3.3 Time Limits on Claims initiated prior to Final Payment. Claims by either party must be initiated and submitted within **twenty-one (21)** days after occurrence of the event giving rise to such Claim or within **twenty-one (21)** days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated and submitted by written notice to the Engineer and the other party. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

4.3.4 Continuing Contract Performance. Pending final resolution of a Claim, unless otherwise agreed in writing or as provided in Sub-paragraph 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.3.5 Waiver of Claims: Final Payment. The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

4.3.5.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

4.3.5.2 failure of the Work to comply with the requirements of the Contract Documents; or

4.3.5.3 terms of special warranties required by the Contract Documents.

4.3.6 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are: (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given

to the other party promptly before conditions are disturbed. The Engineer will promptly investigate and evaluate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made and submitted within **twenty-one (21)** days after the Engineer has given notice of the decision. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Engineer for initial determination, subject to further proceedings pursuant to Paragraph 4.4.

4.3.7 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6. If the Contractor believes additional cost is involved for reasons including but not limited to: (1) a written interpretation from the Engineer; (2) an order by the Owner to stop the Work where the Contractor was not at fault; (3) a written order for a minor change in the Work issued by the Engineer; (4) failure of payment by the Owner; (5) termination of the Contract by the Owner; (6) Owner's suspension, or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3.

4.3.8 Claims for Additional Time

4.3.8.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall demonstrate that the task is on the critical path and identify the new completion date. In the case of a continuing delay, only one Claim is necessary.

4.3.8.1.1 The Contractor's request for an increase in the time shall be submitted with pay applications. The delay impacting the critical path shall be addressed no later than the pay application for the month following the month in which the time was lost.

4.3.8.1.2 Only delay impacting the critical path of the Work shall be considered when determining if Contractor is entitled to additional time.

4.3.8.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, that weather conditions had an adverse effect on the scheduled construction and that the activities delayed by weather were on the critical path.

4.3.8.2.1 Acceptable data for substantiating a claim for additional time will be local official records. Furthermore, the effect of such abnormal weather must be demonstrated.

4.3.8.3 Claims for increase in Contract Time shall set forth in detail the circumstances that form the basis of the Claim, date upon which each cause of delay began to affect progress of Work, date upon which each cause of delay ceased to affect progress of

Work and the number of days' increase in Contract Time claimed as a consequence of each such cause of delay. Contractor shall provide such supporting documentation as Owner or Engineer may require including, where appropriate, a revised construction schedule indicating all activities affected by circumstances forming the basis of the Claim.

4.3.8.4 Contractor shall not be entitled to a separate increase in Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on progress of Work or for concurrent delays due to fault of Contractor.

4.3.9 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21)** days after first observance. The notice shall provide sufficient detail to enable the other party to investigate and evaluate the matter.

4.3.10 If unit prices are stated in the Contract Documents, or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive, so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

4.3.11 Owner reserves the right to audit the Contractor's costs and bid documents if Contractor files a claim against Owner.

4.3.12 Contractor, not owner, shall handle any disputes which may arise between subcontractor and owner.

4.3.13 Owner will only be required to pay for materials actually received and/or services actually provided. Owner 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.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 Decision of Engineer: Claims, including those alleging an error or omission by the Engineer but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Engineer for decision. An initial decision by the Engineer shall be required as a condition precedent to mediation, arbitration (if allowed) or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless thirty (30) days have passed after the Claim has been referred to the Engineer with no decision having been rendered by the Engineer. The Engineer will not decide disputes between the Contractor and persons or entities other than the Owner.

4.4.2 The Engineer will review Claims and within **twenty-one (21)** days of the receipt of the Claim take one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (1) request additional supporting data from the claimant or a response with supporting data from the other party; (2) reject the Claim in whole or in part; (3)

recommend approval of the Claim by the other party; (4) suggest a compromise, or (5) advise the parties that the Engineer is unable to resolve the Claim, if the Engineer lacks sufficient information to evaluate the merits of the Claim or if the Engineer concludes that, in the Engineer's sole discretion, it would be inappropriate for the Engineer to resolve the Claim.

4.4.3 In evaluating Claims, the Engineer may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Engineer in rendering a decision. The Engineer may request the Owner to authorize retention of such persons at the Owner's expense.

4.4.4 If the Engineer requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of such request and shall either, provide a response on the requested supporting data, advise the Engineer when the response or supporting data will be furnished, or advise the Engineer that no supporting data will be furnished. Within **twenty-one (21)** days of receipt of the response or supporting data, if any, the Engineer will either reject or approve the Claim in whole or in part.

4.4.5 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Engineer, the Engineer will notify the parties in writing that the Engineer's decision will be made within seven (7) days. Upon expiration of such time period, the Engineer will render to the parties the Engineer's written decision relative to the Claim. If any change in the Contract Sum or Contract Time or both is included as part of the Engineer's decision, Engineer will be required to submit his decision to the Brazos County Commissioners Court for final approval. If there is a surety and there appears to be a possibility of a Contractor's default, the Engineer may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.1.3 Engineer and Engineer's consultants may, but are not required to, communicate directly with any Subcontractor, Sub-subcontractor, or materials supplier when it is necessary to obtain information necessary for the Engineer or Engineer's consultants to complete its services on the Project. The Engineer shall endeavor to keep Contractor

informed of conversations. Requests for information, interpretation or clarification, and correspondence must all be in writing and must be routed through Contractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within fourteen (14) days after award of the Contract, shall furnish in writing to the Owner through the Engineer the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the work. The Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Engineer to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with a proposed person or entity to which the Owner or Engineer has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

5.2.3 If the Owner or Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Engineer has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected, if the Owner or Engineer makes reasonable objection to such change. Acceptance of the substitute Subcontractor after previous acceptance of a Subcontractor for any portion of the work shall not constitute reason for an increase in the Contract amount.

5.3 SUBCONTRACTUAL RELATIONS.

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Engineer. Each subcontractor agreement shall preserve and protect the rights of the Owner and Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors.

The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound and, upon written request of the Subcontractor, identify to

the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2 Contractor is fully responsible for acts and omissions of Subcontractors, and persons either, directly or indirectly, employed by them or under their control, as Contractor is for their own employees.

5.3.3 Nothing in Contract Documents creates any contractual relationship between any Subcontractor or Sub-subcontractor, or other levels of contractors and subcontractors, and Owner or Engineer, except for provisions in paragraph 5.4.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

5.4.1.1 Assignment is effective only after termination of the Contract by the Owner for cause pursuant to Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing, and

5.4.1.2 Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

5.4.2 Upon such Assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted.

5.4.3 Contractor will provide copies of its subcontracts, agreements and current information on status of its accounts, upon demand by Owner.

ARTICLE 6

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate contracts in connection with other portions of the Project or other construction of operations on the site under Conditions of the Contract identical, or substantially similar, to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Paragraph 4.3.

6.1.2 When separate contracts are awarded for different portions of the Project or other construction of operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors

and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles, 10, 11 and 12.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Engineer apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acknowledgment that the Owner's or separate Contractors' completed, or partially completed construction, is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, and damage to the Work or defective construction of a separate contractor.

6.2.4 The Contractor shall promptly remedy damage caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 10.2.5.

6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Paragraph 3.14.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up after reasonable written notice and the cost will be paid by those responsible.

ARTICLE 7

CHANGES IN THE WORK

7.1 CHANGES

7.1.1 Changes in the Work may be accomplished after execution of the Contract and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Engineer; a Construction Change Directive requires agreement by the Owner and Engineer and may or may not be agreed to by the Contractor and an order for a minor change in the Work may be issued by the Engineer alone.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

7.1.4 If unit prices are stated in the Contract Documents, or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.2 CHANGE ORDERS

7.2.1 A Change Order is a written instrument prepared by the Engineer and signed by the Owner, Contractor and Engineer, stating their agreement upon all of the following:

7.2.1.1 a change in the Work;

7.2.1.2 the amount of the adjustment in the Contract Sum, if any, and

7.2.1.3 the extent of the adjustment in the Contract Time, if any.

7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1 A Construction Change Directive is a written order prepared by the Engineer and signed by the Owner and Engineer directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

7.3.3.1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

7.3.3.2 unit prices stated in the Contract Documents or subsequently agreed upon;

7.3.3.3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

7.3.3.4 as provided in Subparagraph 7.3.6.

7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Engineer of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Engineer on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

7.3.6.1 costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;

7.3.6.2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

7.3.6.3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

7.3.6.4 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;

7.3.6.5 additional costs of supervision and field office personnel directly attributable to the change; and

7.3.6.6 the maximum allowance for overhead and profit combined included in the total cost to Owner shall be based on the following schedule:

7.3.6.6.1 for Contractor, for any work performed by his own forces, 15% of the cost;

7.3.6.6.2 for each subcontractor involved, work performed by his own forces, 10% of the cost;

7.3.6.6.3 for Contractor, for work performed by his subcontractor, 5% of the amount due the subcontractor.

7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Engineer. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change. If the net value of a change results in a credit from Contractor or subcontractor, the credit given shall be the net cost, overhead and profit.

7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Engineer will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

7.3.9 When the Owner and Contractor agree with the determination made by the Engineer concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

7.4.1 To the extent allowed by law, the Engineer has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 **TIME**

8.1 DEFINITIONS

8.1.1 The Contractor shall achieve substantial completion of the Work not later than six hundred and six hundred (606) calendar days from the date of commencement, subject to adjustments of the time for completion as provided in this Agreement.

8.1.2 The date of commencement of the Work shall be effective upon the final approval

of the Agreement, receipt of performance and payment bonds and receipt by the Contractor of the written notice to proceed from either the Owner or the Engineer.

8.1.3 The date of Substantial completion is the date certified by the Engineer in accordance with Paragraph 9.8.

8.1.4 The term "day" as used in the contract documents shall mean calendar day.

8.1.5 The term "critical path" as used in the Contract Documents shall mean the project's tasks that will cause the project end date to be delayed if they are delayed. The word "critical" does not imply how important a task is; a task is critical solely because it must occur as scheduled for the project to finish on time.

8.1.6 The term "free slack time" as used in the Contract Documents shall mean the amount of time a task can be delayed without delaying another task.

8.1.7 The term "total slack time" as used in the Contract Documents shall mean the amount of time a task can be delayed without delaying the finish date of the project.

8.2 PROGRESS AND COMPLETION

8.2.1 The Contractor agrees and understands the "TIME IS OF THE ESSENCE" for anytime time periods referenced in this Contract. The Contract further agrees to the referenced times as being reasonable for performing the work."

8.2.2 The Contractor shall not, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere or store materials or equipment on site prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents and a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five (5) days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2.4 Contractor and their Subcontractors shall complete and coordinate Work in accordance with established schedule.

8.2.5 Contractor is responsible for expediting Work, identifying potential conflicts and coordination problems, and proposing measures to avoid such problems

8.2.6 Whenever it becomes apparent that any activity completion date may not be met, unless delay is related to an approved extension of time, Contractor shall take some or all of following actions and submit supplementary schedule indicating effect of action on progress and completion of Work, all without additional costs to Owner;

8.2.6.1 increase number of working hours per shift, shifts per working days, working days per week, or amount of construction equipment, or any combination of foregoing

which will substantially eliminate backlog of Work, and put Project back on schedule, and/or,

8.2.6.2 increase construction manpower in such quantity as will substantially eliminate backlog of Work, and put Project back on schedule, and/or,

8.2.6.3 reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and put Project back on schedule.

8.2.7 If Contractor fails to take any of actions indicated in subparagraph 8.2.6 within three (3) days after receiving written notice, Owner may take action to attempt to put Project back on schedule, and deduct cost of such actions from money due or to become due Contractor, or shall be grounds for determination by Owner that Contractor is not prosecuting Work with such diligence as will insure completion within Contract Time. Upon such determination, Owner may terminate Contractor's right to proceed with Work, or any separable part thereof, in accordance with provisions of Article 14.

8.2.8 Contractor shall bear cost of any services of Engineer made necessary by delays in completion of Work due to actions or inactions of Contractor or any Subcontractors. Contractor shall promptly pay any such cost upon demand by Owner. At Owner's option, these costs may be deducted from any amounts otherwise due Contractor.

8.3 DELAYS AND EXTENSION OF TIME

8.3.1 Except as otherwise provided in the Contract Documents, if the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Engineer, or of an employee of either, or of a separate Contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, adverse conditions as provided for in 4.3.8.2, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner, or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Engineer and Owner may determine.

8.3.1.1 If at least seven (7) hours of work time are available out of the working day, no extensions of time will be allowed;

8.3.1.2 No extension of time will be allowed for Saturdays, Sundays, or holidays unless the Contract requires and stipulates overtime work and it has been approved in writing by Owner; and

8.3.1.3 Time extensions will not be allowed for drying of materials when it is possible for the Contractor to enclose area and materials or use an acceptable drying process.

8.3.2 There will be no delay claims by Contractor if the Contractor finishes the Project early, even if owner delays the work.

8.3.3 Claims relating to time shall be made in accordance with applicable provision of Paragraph 4.3.

8.3.4 If Contract Time is extended pursuant to paragraph 8.3, such extension shall be

the exclusive remedy of Contractor and said Contractor shall not be entitled to recover damages from Owner or Engineer.

8.3.4 Owner's exercise of any of its rights under "ARTICLE 7 - CHANGES IN THE WORK," regardless of the extent of number of such changes, or requirement of correction or re-execution of defective work, or extent of number of Engineer's interpretations or clarifications of the Contract Documents, shall not, under any circumstances, be construed as neglect or intentional interference with Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is **THREE MILLION, FIVE HUNDRED AND SIXTY EIGHT THOUSAND, SEVEN HUNDRED AND SIXTY FOUR DOLLARS (\$3,568,764.00)** and, subject to authorized adjustments as provided in this Agreement, is the total amount payable by the Owner to the Contractor for performance of the Work.

9.2 SCHEDULE OF VALUES

9.2.1 Unless otherwise provided in the Contract documents, before the first application for Payment, the Contractor shall submit to the Engineer a schedule of values allocated to various portions of the Work prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.2.2 The Engineer will provide to the Contractor a list of the portions or sections of work for which he wishes to have separate values included and those items for which he will require material quantities to be shown.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Unless otherwise provided in the Contract Documents; at least twenty (20) days before the date established for each progress payment, the Contractor shall submit to the Engineer an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized and supported by such data substantiating the contractor's right to payment including the most current Contractors Construction Schedule and/or copies of requisitions from Subcontractors and material providers as the Owner or Engineer may require, and reflecting retainage if provided for elsewhere in the Contract documents.

9.3.1.2 Such applications may not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off

the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.3.4 The Contractor shall submit his Application for Payment, amounting to 95% of the cost of the work performed and 95% of the materials on hand in accordance with paragraph 9.3.2 above, as of the last day of each month.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Engineer will, within seven (7) days after receipt of the Contractor's Application for Payment and the Engineer's site visit, either, issue to the Owner a Certificate for Payment for such amount as the Engineer determines is properly due or notify the Contractor and Owner in writing of the Engineer's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Engineer to the Owner, based on the Engineer's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Engineer's knowledge, information and belief, the observed aesthetic quality of the Work is in accordance with the Contract Documents. The Engineer's Certificate for Payment shall be based, in part, on the recommendation of the Contractor. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Engineer. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Engineer has: (1) made exhaustive or continuous on-site evaluations and/or inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 The Engineer may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner if, in the Engineer's opinion, the representations to the Owner required by Subparagraph 9.4.2 cannot be made. If the Engineer is unable to certify payment in the amount of the

Application, the Engineer will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which the Engineer is able to make such representations to the Owner. The Engineer may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Engineer's opinion to protect the Owner from loss because of:

9.5.1.1 defective Work not remedied;

9.5.1.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

9.5.1.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

9.5.1.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

9.5.1.5 damage to the Owner or another contractor;

9.5.1.6 reasonable evidence that the Work will not be completed within the contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

9.5.1.7 persistent failure to carry out the Work in accordance with the Contract Documents;

9.5.1.8 failure to comply with the approved Project Construction Schedule;

9.5.1.9 erroneous estimates by the Contractor or a Sub-contractor of values of Work performed, or

9.5.1.10 the existence of any event of default under the Contract Documents.

9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1 After the Engineer has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Engineer.

9.6.1.1 Owner will make partial payments to Contractor within thirty (30) days after receipt of Certificate for Payment from Engineer.

9.6.1.2 Owner may withhold payment to Contractor notwithstanding Engineer's certification, if it is necessary, in Owner's opinion, to do so to protect Owner from loss due to any of the reasons set forth in Subparagraphs 9.5.1.1 through 9.5.1.10, inclusive.

9.6.2 The Contractor shall pay each Sub-contractor any due amounts in accordance with Texas Law. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

9.6.3 The Engineer will, on request, furnish to a Sub-contractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Engineer on account of portions of the Work done by such Sub-contractor.

9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Engineer shall have an obligation to pay, or to see to the payment of money, to a Subcontractor except as may otherwise be required by law.

9.6.5 Contractor's payment to material suppliers and equipment suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4.

9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1. If the Engineer does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the contractor within seven (7) days after the date established in the Contract Documents the amount certified by the Engineer, then the Contractor may, upon seven (7) additional days' written notice to the Owner or Engineer, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, as provided for in the Contract Documents.

9.8 SUBSTANTIAL COMPLETION

9.8.1 Substantial Completion is the stage in the progress of the Work when the Work is complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

9.8.2 Unless otherwise provided in the Contract Documents, when the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall thoroughly inspect the Work and prepare and submit to the Engineer a comprehensive list of items to be completed or corrected, Contractor's Notice of Substantial Completion, and a written request for Engineer's review of the Work. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract

Documents. Upon approval of Substantial Completion by Brazos County, Contractor has thirty (30) days to reach Final Completion of the Work. If the Contractor does not achieve Final Completion within thirty (30) days after Substantial Completion, Contractor shall be subject to additional Liquidated Damages as set forth under paragraph 9.11.2 herein.

9.8.3 Unless otherwise provided in the Contract Documents, after receipt of the Contractor's Notice of Substantial Completion and the Contractor's list, the Engineer and Owner will make inspections to determine whether the Work or designated portion thereof is substantially complete. If the Engineer's and Owner's inspections disclose any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Engineer. In such case, the Contractor shall then submit another Contractor's Notice of Substantial Completion and a request for another inspection by the Engineer and Owner to determine Substantial Completion.

9.8.4 When the Work is substantially complete, the Engineer will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance or responsibilities assigned to them in such Certificate.

9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy, or use, any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Subparagraph 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy, or use, may commence whether or not the portion is substantially complete provided that the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, or the Owner notifies the Contractor of intent to occupy or use a portion of the Work prior to substantial completion, the Contractor shall prepare and submit a list to the Engineer as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of

the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Engineer.

9.9.2 Immediately prior to such partial occupancy, or use, the Owner, Contractor and Engineer shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Unless otherwise provided in the Contract Documents; the Contractor shall inspect the Work to determine that it is sufficiently complete in accordance with the Contract Documents and the Contract is fully performed. Upon receipt of Contractor's Notice of Final Completion written notice certifying that the Work is sufficiently complete in accordance with the Contract Documents, that the Contract is fully performed, that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer and Owner will in a reasonable time, make such inspection and when the Engineer and Owner finds the Work acceptable under the Contract Documents and the Contract sufficiently performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's and Owner's on-site visits and inspections, the Work has been sufficiently completed in accordance with terms and conditions of the Contract Documents. The Engineer's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. However, 95% of the contract amount will be due and payable to Contractor as noted in said final Certificate, with the remaining 5% retainage due and payable to the Contractor within thirty (30) days after acceptance of the Work by the Owner.

9.10.2 Unless otherwise provided in the Contract Documents, neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Engineer: (1) an affidavit that payrolls, bills for materials and equipment and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied; (2) a certificate evidencing that insurance required by the Contract Document to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; (4) consent of surety, if any, to final payment, and (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, for Owner's review and approval. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable

attorney's fees.

9.10.3 If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion and the Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents and if bonds have been furnished the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.10.3.1 Final payment constituting entire unpaid balance of Contract Amount will be paid by Owner to Contractor within thirty (30) days after final Certificate for Payment has been issued by Engineer.

9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

9.10.4.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

9.10.4.2 failure of the Work to comply with the requirements of the Contract Documents;

9.10.4.3 terms of special warranties required by the Contract Documents, or

9.10.4.4 non-conforming, faulty or defective Work appearing at or after final payment.

9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

9.11 LIQUIDATED DAMAGES

9.11.1 Liquidated damages will be one thousand dollars (\$1,000.00) per day if work is not completed on time (final completion), excluding any weather days.

ARTICLE 10 **PROTECTION OF PERSONS AND PROPERTY**

10.1 SAFETY AND HEALTH PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety and health precautions and programs in connection with the performance of the Contract. This requirement applies continuously and is not limited to normal Working hours.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall at all times conduct all operations under this Agreement in a

manner to avoid the risk of bodily injury or risk of damage to the following:

10.2.1.1 employees on the Work and other persons who may be affected thereby, to include but not limited to the Owner and Engineer and their consultants and employees;

10.2.1.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

10.2.1.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, standards, rules, regulations, policies and lawful orders of public authorities (including reference standards issued under the Occupation Safety Act and the Occupancy Safety and Health Administration) bearing on safety and health of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4 When use or storage of hazardous materials or equipment or unusual methods are necessary for execution of the Work, such as driving, or removal of piles, wrecking, demolition, excavation or other similar potentially dangerous work is necessary, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and shall give Owner reasonable advance notice. Contractor is fully responsible for any and all damages, claims, and for the defense of all actions against Owner and Engineer, and their consultants and employees resulting from the prosecution of such work.

10.2.4.1 Use or storage of explosives is prohibited.

10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Paragraphs 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them or by anyone for whose acts they may be liable and for which the Contractor is responsible under Paragraphs 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18.

10.2.6 The Contractor shall designate a responsible, properly trained and qualified member or members of the Contractor's organization at the site whose duties shall be the prevention of accidents, damage to property and to supervise and train personnel in

the use of dangerous and hazardous equipment, materials and substances necessary for the execution of the Work. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Engineer.

10.2.7 The Contractor shall not permit any part of the construction or site, including new construction or existing facilities to be loaded with weights that will exceed design loads or so as to endanger safety of persons or property or cause damage or create an unsafe condition.

10.2.8 Contractor shall give notice in writing at least forty-eight (48) hours or longer if required by affected parties before breaking ground, to all persons having interests on or near site, Public Utility Companies, owners of property having structures or improvements in proximity to site of the Work, agencies, authorities, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise who may be affected by Contractor's operation, in order that they may remove any obstruction for which they are responsible and have representative on site to see that their property is properly protected. Such notice does not relieve Contractor of responsibility for any damages, claims, and defense of all actions against Owner and Engineer resulting from performance of such Work in connection with or arising out of Contract.

10.2.9 All parts of Work shall be braced to resist wind or other loads. Contractor shall perform Work with the explicit understanding that the design of the Project is based on all parts of Work having been completed and as such, the methods of performance of each part of Work shall be done accordingly.

10.2.10 Temporary items such as, but not limited to: scaffolding, staging, lifting and hoisting devices, shoring, excavation, barricades, and safety and construction procedures necessary in completion of Project shall be the responsibility of the Contractor and its Subcontractors and shall comply with all applicable codes and regulations. It shall not be responsibility of Owner, Engineer or their representatives to determine if Contractor, Subcontractors or their representatives are in compliance with the aforementioned regulations.

10.2.11 The Contractor shall comply with all Federal Occupational Safety and Health Administration Hazard Communications Act (HAZCOM) requirements, including properly maintaining Materials Safety Data Sheets (MSDS) at the Project site. The Contractor shall ensure that all MSDS are compiled in a single location at the Project site, and are available to the regulating agencies. The Contractor shall indemnify and hold harmless the Owner and Engineer for their respective failure to comply with this provision.

10.2.12 The Contractor shall be responsible for any fines, penalties or charges by any regulatory body by reason of any violation of safety or health regulations. Contractor shall also be responsible for reimbursement of any OSHA fines incurred by the Engineer for Project site safety conditions created or controlled by the Contractor that result in the Engineer receiving a citation under the OSHA multi-employer citation provision.

10.2.13 The Contractor shall notify Owner's and Engineer's personnel upon arrival to the Project site of any known safety or health hazards at the Project and the precautions

they should take.

10.2.14 The Contractor shall provide safety and health equipment (excluding boots) for the Owner and Engineer to protect them from safety and health risks during the performance of their services during the construction of the Project.

10.2.15 The Engineer's review of Contractor's performance does not include review of adequacy of Contractor's safety or health measures.

10.3 HAZARDOUS MATERIALS OR SUBSTANCES

10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to, asbestos or polychlorinated biphenyl (PCB) encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, in writing, with a copy to the Engineer.

10.3.1.1 The term "hazardous materials or substance" also includes, but is not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), radon gas, industrial waste, acids, lead, alkaline, irritants, contaminants or other pollutants, excluding mild chemicals used in the cleaning of finished building materials.

10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If the Contractor has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Engineer, Engineer's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Subparagraph 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss or expense is to the fault

or negligence of the party seeking indemnity. Notwithstanding, the Owner does not waive its right to assert sovereign immunity.

10.3.4 The Engineer and Engineer's consultants and employees shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons, to hazardous materials or toxic substances in any form at the Project site.

10.3.5 The Owner and Engineer shall not be responsible under Paragraph 10.3 for hazardous materials and substances brought to the Project site by the Contractor unless such materials or substances were required by the Contract Documents and the Contractor so notified the Owner and Engineer. The Contractor shall notify the Owner and Engineer prior to bringing any hazardous material or substance onto the Project site.

10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

10.4 EMERGENCIES

10.4.1 In an emergency affecting safety or health of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3. and Article 7.

10.4.2 The Contractor shall promptly report in writing to Owner and Engineer all accidents arising out of, or in connection with, the performance of the Work, whether on or off the site, which caused death, personal injury or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to Owner and Engineer.

ARTICLE 11 **INSURANCE AND BONDS**

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Texas such insurance as will protect the Contractor from claims set forth below which may arise out of, or result from, the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by Contractor or by a Subcontractor or by anyone directly, or indirectly, employed by any of them, or by anyone for whose acts any of them may be liable:

11.1.1.1 claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

11.1.1.2 claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

11.1.1.3 claims for damages because of bodily injury, sickness, disease or death of

any person other than the Contractor's employees or persons or entities excluded by statute from requirements of Subparagraph 11.1.1.1, but required by Contract Documents to provide insurance required by that Subparagraph;

11.1.1.4 claims for damages insured by usual personal injury liability coverage which are sustained by: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor; or (2) by another person;

11.1.1.5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;

11.1.1.6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

11.1.1.7 claims for bodily injury or property damage arising out of completed operations;

11.1.1.8 claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18.

11.1.1.9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

11.1.1.9.1 Premises Operations (including X, C and U coverages as applicable).

11.1.1.9.2 Independent Contractors' Protective.

11.1.1.9.3 Products and Completed Operations.

11.1.1.9.4 Personal Injury Liability with Employment Exclusion deleted.

11.1.1.9.5 Contractual, including specified provision for Contractor's obligations under Paragraph 3.18.

11.1.1.9.6 Owned, non-owned and hired motor vehicles.

11.1.1.9.7 Broad Form Property Damage including Completed Operations.

11.1.1.10 If General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than the limits of liability specified in the Bid documents or as required by law, whichever coverage is greater. Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

11.1.2.1.1 Workers' Compensation:

11.1.2.1.1.1 State: **Texas Statutory**

11.1.2.1.1.2 Applicable Federal (e.g., Longshoremen harbor work, Work at or outside U.S. Boundaries): **Statutory: Not Applicable**

11.1.2.1.1.3 Maritime: **Not Applicable**

11.1.2.1.1.4 Employer's Liability: **\$ 500,000** each accident
\$ 500,000 disease, policy limit
\$ 500,000 disease, each employee

11.1.2.1.1.5 Benefits required by union labor contracts: **As Applicable**

11.1.2.1.1.6 "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

11.1.2.1.2 Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective: Products and Completed Operations; Broad Form Property Damage):

11.1.2.1.2.1 Bodily Injury: **\$ 1,000,000** each occurrence
\$ 1,000,000 aggregate

11.1.2.1.2.2 Property Damage: **\$ 1,000,000** each occurrence
\$ 1,000,000 aggregate

11.1.2.1.2.3 Property Damage Liability Insurance shall include coverage for the following hazards:

11.1.2.1.2.3.1 X (Explosion)

11.1.2.1.2.3.2 C (Collapse)

11.1.2.1.2.3.3 U (Underground)

11.1.2.1.2.4 Broad Form Property Coverage shall include Completed Operations.

11.1.2.1.2.5 "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

11.1.2.1.3 Contractual Liability:

11.1.2.1.3.1 Bodily Injury: **\$ 1,000,000** each occurrence

11.1.2.1.3.2 Property Damage: **\$ 1,000,000** each occurrence

\$ 2,000,000 aggregate

11.1.2.1.4 Personal Injury with Employment Exclusion deleted: \$ 1,000,000 aggregate

11.1.2.1.5 If the General Liability coverages are provided by a Commercial Liability policy, the:

11.1.2.1.5.1 General Aggregate shall be not less than \$ 2,000,000 and it shall apply, in total, to this Project only.

11.1.2.1.5.2 Fire Damage Limit shall be not less than \$ 100,000 on any one Fire.

11.1.2.1.5.3 Medical Expense Limit shall be not less than \$ 10,000 on any one person.

11.1.2.1.5.4 "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

**11.1.2.1.6 Umbrella Excess Liability: \$ 2,000,000 over primary insurance
\$ 10,000 retention for self-insured hazards
each occurrence**

11.1.2.1.7 Business Auto Liability (including owned, non-owned and hired vehicles):

**11.1.2.1.7.1 Bodily Injury: \$ 500,000 each person
\$ 1,000,000 each accident**

11.1.2.1.7.2 Property Damage: \$ 500,000 each occurrence

11.1.2.1.7.3 "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

11.1.2.1.7.3.1 The State of Texas has a no-fault automobile insurance requirement. Contractor shall be certain coverage is provided which conforms to any specific stipulation in the law.

11.1.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverage afforded under the policies will not be canceled, or allowed to expire, until at least thirty (30) days prior written notice has been given to the Owner. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. Not later than ten (10) days from award of bid, Contractor shall deliver to the Owner, copies of the insurance certificate in accordance with the above requirements naming Owner as additional insured.

11.2 OWNER'S LIABILITY INSURANCE:

11.2.1 The Owner reserves the right to be self-insured for any and all insurance of any kind, type, or nature required by the Contract Documents.

11.2.1.1 Contractor shall purchase and maintain insurance covering Owner's contingent liability for claims which may arise from operations under the Contract.

11.2.1.1.1 Bodily Injury: \$ 1,000,000 each occurrence
\$ 1,000,000 aggregate

11.2.1.1.2 Property Damage: \$ 1,000,000 each occurrence
\$ 1,000,000 aggregate

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus Engineer fees, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The form of policy for this coverage shall be (Completed Value) (Reporting), in the names of the Owner, Contractor, Subcontractors and Sub-subcontractors as their interests may appear in amount equal to contract sum for the Work. If Owner is damaged by failure of Contractor to maintain such insurance, then Contractor shall bear all reasonable costs properly attributable thereto.

11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for Engineer's and Contractor's services and expenses required as a result of such insured loss.

11.3.2 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

11.3.3 If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 Not later than ten (10) days from and after the date on which the award of the bid is made by the Owner, Contractor shall execute, as Principal, bonds joined in by a Surety Company of the Contractor's choice, generally referred to as a "Performance Bond" and a "Payment Bond," each in a penal sum equal to 100% of the Contract Sum. The Bonds shall be on the form provided by Owner and shall be compatible with provisions of governing authorities. Contractor shall file bonds with the Owner.

11.4.2 Surety Company executing bonds shall be acceptable to Owner and shall be authorized to do business in the State of Texas.

11.4.3 Surety Company shall list the address and phone number of the home office of its' principal place of business. Surety shall also provide the name, address and phone number of the local Agent issuing the bonds.

11.4.4 Contractor shall require attorney-in-fact who executes required bonds on behalf of surety to affix thereto a certified and current copy of power of attorney.

11.4.5 Contractor shall deliver required bonds to Owner not later than three (3) days following the date the Agreement is entered into, or if Work is to be commenced prior thereto in response to a letter of intent, Contractor shall, prior to commencement of Work, submit evidence satisfactory to Owner that such bonds will be furnished.

11.4.6 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

11.4.7 Contractor shall keep surety informed of progress of Work and where necessary, obtain surety's consent to, or waiver of: (1) notice of changes in the Work; (2) request for reduction or release of retention; (3) request for final payment; and (4) any other information required by surety.

ARTICLE 12 **UNCOVERING AND CORRECTION OF WORK**

12.1 UNCOVERING OF WORK

12.1.1 If a portion of the Work is covered contrary to the Engineer's, Owner's or governing authority's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Engineer, be uncovered for the Engineer's, Owner's or governing authority's examination and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which the Engineer, Owner or governing authority has not specifically requested to examine prior to its being covered, the Engineer, Owner or governing authority may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such cost and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event

the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

12.2.1.1 The Contractor shall promptly correct Work rejected by the Engineer, Owner or governing authority or failing to conform to the requirements of the Contract Documents, whether observed before, or after, Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Engineer's services and expenses made necessary thereby.

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In addition to the Contractor's obligation under Paragraph 3.5, if, within one (1) year after the date of Substantial Completion of the Work, or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Document, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of one (1) year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this paragraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

12.2.2.2 The one (1) year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.2.3 The one (1) year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Paragraph 12.2.

12.2.2.4 Upon request of Owner and prior to expiration of one (1) year from date of Substantial Completion, Engineer may conduct, and Contractor shall attend, a meeting with Owner to review facility operations and performance.

12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4 The Contractor shall bear the cost of correcting destroyed, or damaged, construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.5 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one (1) year period for correction of Work as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct

the Work and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept such defective or nonconforming Work (such costs to include but not limited to fees and charges of Engineers, engineers, testing agencies, consultants, attorneys and other professionals). Such adjustment shall be effected whether or not final payment has been made. If any such acceptance occurs prior to final payment, Owner shall be entitled to an appropriate decrease in the Contract Sum. If the acceptance occurs after final payment, an appropriate amount will be paid by the Contractor to the Owner.

ARTICLE 13 **MISCELLANEOUS PROVISIONS**

13.1 GOVERNING LAW: The Contract shall be governed by the laws of the State of Texas and venue shall be at all times Brazos County, Texas. 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.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.2.2 The Owner may, without consent of the Contractor, assign the Contract to lender providing construction financing for the Project. If the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.2.3 Contractor shall not assign any monies due or to become due hereunder without written consent of Owner and of Contractor's Surety. The Contractor shall file a copy of such consent of Surety, together with copy of assignment with Owner and Engineer. In case Contractor assigns all or any part of any monies due or to become due under this Contract, instrument of assignment must contain a clause substantially to effect that it is

agreed that right of assignees in and to any monies due or to become due to Contractor shall be subject to prior liens and claims of all persons, firms and corporations for services rendered; for payment of all laborers and mechanics for labor performed; for payment for all materials and equipment furnished and payment for all materials and equipment used or rented in performance of the Work called for in Contract; and for payment of any liens, claims, or amounts due to governments or any of their funds.

13.3 WRITTEN NOTICE: Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered or sent by registered or certified mail or by courier service providing proof of delivery to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2 No action or failure to act by the Owner, Engineer or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the County shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the testing agency, Project inspector (if any), public authorities and (if requested), Engineer timely notice of when and where tests and inspections are to be made so that they may observe such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

13.5.2 If the Engineer, Owner, Project inspector (if any), or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Subparagraph 13.5.1, the Project inspector (if any), or Engineer will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the testing agency, project inspector (if any), governing agency, and (if requested), Engineer of when and where tests and inspections are to be made so they may observe such procedures. The Owner shall bear such costs except as provided in Subparagraph 13.5.3.

13.5.3 If procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, laws, statutes, ordinances, codes, rules or regulations, all costs made necessary by such failure including those of repeated procedures and compensation for the Engineer's services and expenses shall be at the Contractor's

expense.

13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Engineer and Project Inspector (if any).

13.5.5 If the Engineer, Owner or Project inspector (if any), is to observe tests, inspections or approvals required by the Contract Documents, they will do so promptly and where practicable, at the normal place of testing.

13.5.6 Test or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the legal rate prevailing for public entities under the laws of the State of Texas.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

13.7.1.1 Before Substantial Completion. Before Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

13.7.1.2 Between Substantial Completion and Final Certificate for Payment. As to acts or failures to acts occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and

13.7.1.3 After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

13.8 EQUAL OPPORTUNITY

13.8.1 Contractor shall maintain policies of employment as follows:

13.8.1.1 Contractor and Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to the following:

employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth policies of nondiscrimination.

13.8.1.2 Contractor and Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

13.9 NON-DISCRIMINATION

13.9.1 In performance of Work, Contractor and Subcontractors agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin. This provision shall include, but not be limited to the following; employment, upgrading, demotion, promotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Contract if the work is stopped for a period of thirty (30) days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under the Contract with the Contractor, for any of the following reasons:

14.1.1.1 issuance of an order of a court or other public authority having jurisdiction;

14.1.1.2 an act of government, such as a declaration of national emergency, making material unavailable;

14.1.1.3 because the Engineer has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

14.1.1.4 if repeated suspensions, delays or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less.

14.1.2 If one of the above reasons exists, the Contractor may, upon seven (7) additional days written notice to the Owner and Engineer, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.

14.1.3 If the Work is stopped for a period of sixty (60) days through no act or fault of the Contractor or a Subcontractor or their agents, employees or any other persons performing portions of the Work under the Contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven (7) additional days written notice to the Owner and the Engineer, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.2.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

14.2.1.1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

14.2.1.2 fails to make prompt payment to Subcontractors for materials or labor in accordance with the respective agreement between the Contractor and the Subcontractors;

14.2.1.3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

14.2.1.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

14.2.2 When any of the above reasons exist and the Owner believes that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety seven (7) days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

14.2.2.1 take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor;

14.2.2.2 accept assignment of subcontracts pursuant to Paragraph 5.4; and

14.2.2.3 finish the Work by whatever reasonable method the Owner may deem expedient.

14.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay

or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

14.3.2.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

14.3.2.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

14.4.2.1 cease operations as directed by the Owner in the notice;

14.4.2.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

14.4.2.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 **ACCESS TO THE WORK**

15.1 Engineer, the Owner, and their authorized representatives, shall have access at all times to the work for inspection wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and inspection.

ARTICLE 16 **STANDARDS**

16.1 Any material specified by reference to the number, symbol or title of a specific standard, such as a Commercial Standard, a Federal specification, a trade association standard or other similar standard, shall comply with the requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of these Specifications, except as limited to type, class or grade, or modified in such reference.

16.2 The Standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications. These Standards are not furnished to bidders for the reason that the manufacturers and trade involved are assumed to be familiar with their requirements. The Engineer will furnish, upon request, information as to how copies of the standards referred to may be obtained.

16.3 It is not the intent of the Specifications to limit materials to the product of any particular manufacturer. Where definite materials, equipment and/or fixtures have been specified by name, manufacturer or catalog number, it has been done to set a definite standard and a reference for comparison of quality, application, physical conformity and other characteristics. It is not the intention to discriminate against, or prevent, any dealer, jobber or manufacturer from furnishing materials, equipment and fixtures which, in the judgment of the Engineer, expressed in writing, meet or exceed the characteristics of the specified items.

ARTICLE 17

PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

17.1 No officer or employee of Brazos County, Texas, shall have a financial interest, direct or indirect, in this Agreement or shall be financially interested, directly or indirectly, in the sale of any materials, supplies or services, except on behalf of the County as an officer or employee. Any willful violation of this Article shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this Article with the knowledge, express or implied, of the Contractor or Subcontractors shall render this Agreement voidable by Brazos County.

ARTICLE 18

PREVAILING WAGE RATES

18.1 PREVAILING WAGE RATE DETERMINATION

18.1.1 Chapter 2258, Texas Government Code, Title 10, requires state agencies, cities, counties, independent school districts and all other political subdivisions that engage in construction projects using public funds to include prevailing wage rates in the project bid documents and the construction contract.

ARTICLE 19
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 SEPTEMBER 23, 2025, meeting.

This Agreement is entered into in as of the day and year first written above and is executed in at least three (3) original copies of which one (1) is to be delivered to the Contractor, one (1) to the Engineer for use in the administration of the Contract, and the remainder to the Owner.

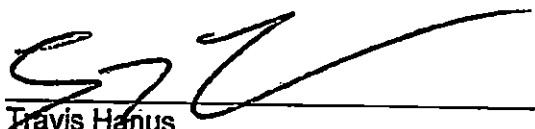
OWNER:
BRAZOS COUNTY, TEXAS



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

Date: 9/23/25

CONTRACTOR:
SOLID BRIDGE CONSTRUCTION, LLC



Travis Hanus
Solid Bridge Construction, LLC

Date: 9-11-2025

ATTACHMENT "A"
BRAZOS COUNTY BRIDGE SCOUR REPAIR
REQUEST FOR PROPOSAL CIP 25-583

BID BOND

Travelers Casualty and Surety Company of America

KNOWN ALL BY THESE PRESENTS, That we, Solid Bridge Construction, LLC,
as Principal, and Travelers Casualty and Surety Company of America, as Surety, are
held and firmly bound unto Brazos County, as
Obligee, in the sum of 5% of the GAB
Dollars (5%) for the payment of which we bind ourselves, and our
successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a
contract for Brazos County Bridge Scour ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid,
and Principal enters into a contract with Obligee in conformance with the terms of the
bid and provides such bond or bonds as may be specified in the bidding or contract
documents, then this obligation shall be void; otherwise Principal and Surety will pay to
Obligee the difference between the amount of Principal's bid and the amount for which
Obligee shall in good faith contract with another person or entity to perform the work
covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed
the penal sum of this bond.

Signed this 19th day of August, 2025.

Solid Bridge Construction, LLC

By: [Signature] (Principal) Trows Hous

Travelers Casualty and Surety Company of America

By: Tiffany Bice
Tiffany Bice, Attorney-in-Fact





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

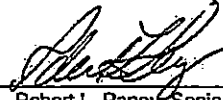
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tiffany Bice** of **MAGNOLIA, Texas** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

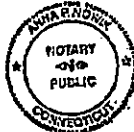
City of Hartford ss.

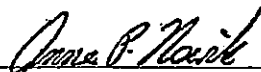
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **19th** day of **August**, 2025




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Brazos County Purchasing Department

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

Addendum #1 to CIP 25-583 Brazos County Bridge Scour Repair

Issued: August 11, 2025
Change: Revised Drawings, Bid Form, & Confirmation on Bid Package
Reason: Requested/Discussed in Pre-Proposal Meeting

Alexandar Road (002) Changes

- Revised grading and additional slope paving to stay within the occupied ROW
- All fence removal and replacement has been taken out of the scope of this project

Project may be awarded to up to three (3) vendors, one per group. Bid Form is setup into three (3) different groups. All respondents must turn in all three (3) groups to be considered for evaluation. With proposals, schedules with all three (3) groups must be taken in consideration, if all three (3) groups are awarded to one (1) vendor. Groups include the following:

- Group A:
 - o Alexander Road (002)
 - o Alexander Road (003)
 - o Collette Lane
- Group B:
 - o Harris Lane
 - o Dilly Shaw Tap Road
 - o Kurten Cemetery Road
- Group C:
 - o Fickey Road (001)
 - o Fickey Road (002)
 - o Deep Well Road

Only one (1) proposal is to be turned in to be evaluated for all three (3) groups. The evaluation score for qualifications will be used for each group. The total cost and completion time will be individually scored based on the respondent provided information for each group.

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

Acknowledgement of Addendum:

Signature: _____

Printed Name: _____

Travis Hanes

2025 Brazos County Bridge Scour Repair CIP #25-583-A Alexander Road (002)

Item	Description	QTY	Unit	Unit Price	Total
Alexander Road (002) - Bridge Scour Repair					
100	Mobilization, setup, & project overhead for duration of project, including related items and appurtenances, complete in place	1	LS	\$20,000.00	\$ 20,000.00
101	Traffic control, including Traffic Control Plans, all signage, barricades, cones, and related items and appurtenances, complete in place	1	LS	\$22,000.00	\$ 22,000.00
102	Field locate existing utilities and service lines for construction of the proposed improvements, including related items and appurtenances, complete in place	1	LS	\$ 4,500.00	\$ 4,500.00
103	Site Clean-up, 4" topsoil, fine grading of areas disturbed by construction, including related items and appurtenances, complete in place	1	LS	\$15,000.00	\$ 15,000.00
104	SWPPP, dewatering (as required) and silt fencing (537 LF), including related items and appurtenances, complete in place	1	LS	\$ 7,500.00	\$ 7,500.00
105	Hydromulch Seeding, including related items and appurtenances, complete in place	1	LS	\$ 8,500.00	\$ 8,500.00
106	ROW preparing, including all earthwork, clearing and grubbing of ROW, removal of any trees in the ROW and trimming of limbs, including related items and appurtenances, complete in place	1	LS	\$20,000.00	\$ 20,000.00
107	Remove & dispose of existing guardrail and bridge rail, including related items and appurtenances, complete in place	413	LF	\$ 14.00	\$ 5,782.00
108	Remove & dispose of existing signage, including related items and appurtenances, complete in place.	4	EA	\$ 500.00	\$ 2,000.00
109	Remove & dispose of existing asphalt pavement and base, including related items and appurtenances, complete in place.	498	SY	\$ 17.00	\$ 8,466.00
110	General Fill to Design Grades, complete in place	50	CY	\$ 40.00	\$ 2,000.00
111	Select Fill, complete in place	50	CY	\$ 40.00	\$ 2,000.00
112	Imported Cement Stabilized Sand w/ Compaction for Roadway Construction (includes cost of Cement), (Assume 4% by weight), including related items and appurtenances, complete in place	492	SY	\$ 35.00	\$ 17,220.00
113	Type R Rock Rip Rap, 200-250lbs, Hand Placed w 6" (minimum) imported cement stabilized sand in low areas (24" Embedment) for Crossing Creek, including related items and appurtenances, complete in place	191	SY	\$ 210.00	\$ 40,110.00
114	6" concrete slope paving, including cement sand, related items and appurtenances, complete in place.	145	SY	\$ 125.00	\$ 18,125.00
115	Metal Beam Guard Fence (GF(31)-19) with GF-2 reflectors, including related items and appurtenances, complete in place	282	LF	\$ 90.00	\$ 25,380.00
116	Bridge rail, including related items and appurtenances, complete in place.	80	LF	\$ 225.00	\$ 18,000.00
117	Concrete-to-Asphalt tie-in, including related items and appurtenances, complete in place	2	EA	\$ 3,000.00	\$ 6,000.00
118	8" concrete bridge approach (Class P), including related items and appurtenances, complete in place.	492	SY	\$ 100.00	\$ 49,200.00
119	4" Thick Concrete Mow Strip (Guardrail), (GF(31)MS-19), including related items and appurtenances, complete in place	188	SY	\$ 115.00	\$ 21,620.00
120	Softstop End Terminal (50'-9.5") - SGT (10S)31-16, including related items and appurtenances, complete in place	4	EA	\$ 6,000.00	\$ 24,000.00
Alexander Road (002) Construction Cost					\$ 337,403.00
Contingency... ..					\$ 15,000.00
TOTAL OPINION OF PROBABLE CONSTRUCTION COST...					\$ 352,403.00
Calendar Days to Completion					78

Item	Description	QTY	Unit	Unit Price	Total
Alexander Road (003) Bridge Scour Repair					
200	Mobilization, setup, & project overhead for duration of project, including related items and appurtenances, complete in place	1	LS	\$20,000.00	\$ 20,000.00
201	Traffic control, including Traffic Control Plans, all signage, barricades, cones, and related items and appurtenances, complete in place	1	LS	\$22,500.00	\$ 22,500.00
202	Field locate existing utilities and service lines for construction of the proposed improvements, including related items and appurtenances, complete in place	1	LS	\$ 4,500.00	\$ 4,500.00
203	Site Clean-up, 4" topsoil, fine grading of areas disturbed by construction, including related items and appurtenances, complete in place	1	LS	\$15,000.00	\$ 15,000.00
204	SWPPP, dewatering (as required) and silt fencing (826 LF), including related items and appurtenances, complete in place	1	LS	\$ 7,500.00	\$ 7,500.00
205	Hydromulch Seeding, including related items and appurtenances, complete in place	1	LS	\$ 8,500.00	\$ 8,500.00
206	ROW preparing, including all earthwork, clearing and grubbing of ROW, removal of any trees in the ROW and trimming of limbs, including related items and appurtenances, complete in place	1	LS	\$20,000.00	\$ 20,000.00
207	Remove & dispose of existing wood in existing channel and cut piles below finished grade, including related items and appurtenances, complete in place	1	LS	\$ 5,500.00	\$ 5,500.00
208	Remove & dispose of existing guardrail and bridge rail, including related items and appurtenances, complete in place	345	LF	\$ 17.00	\$ 5,865.00
209	Remove & dispose of existing signage, including related items and appurtenances, complete in place.	4	EA	\$ 500.00	\$ 2,000.00
210	Remove & dispose of existing asphalt pavement and base, including related items and appurtenances, complete in place.	572	SY	\$ 10.00	\$ 5,720.00
211	General Fill to Design Grades, complete in place	50	CY	\$ 40.00	\$ 2,000.00
212	Select Fill, complete in place	50	CY	\$ 40.00	\$ 2,000.00
213	"Wickson Creek" signage, including pole, footing, sign, related items and appurtenances, complete in place	2	EA	\$ 1,100.00	\$ 2,200.00
214	Imported Cement Stabilized Sand w/ Compaction for Roadway Construction (includes cost of Cement), (Assume 4% by weight), including related items and appurtenances, complete in place	575	SY	\$ 35.00	\$ 20,125.00
215	Type R Rock Rip Rap, 200-250lbs, Hand Placed w 6" (minimum) imported cement stabilized sand in low areas (24" Embedment) for Crossing Creek, including related items and appurtenances, complete in place	372	SY	\$ 210.00	\$ 78,120.00
216	Metal Beam Guard Fence (GF(31)-19) with GF-2 reflectors, including related items and appurtenances, complete in place	340	LF	\$ 90.00	\$ 30,600.00
217	Bridge rail, including related items and appurtenances, complete in place.	110	LF	\$ 225.00	\$ 24,750.00
218	Concrete-to-Asphalt tie-in, including related items and appurtenances, complete in place	2	EA	\$ 3,000.00	\$ 6,000.00
219	6" concrete bridge approach (Class P), including related items and appurtenances, complete in place.	575	SY	\$ 100.00	\$ 57,500.00
220	4" Thick Concrete Mow Strip (Guardrail), (GF(31)MS-19), including related items and appurtenances, complete in place	258	SY	\$ 115.00	\$ 29,670.00
221	Softstop End Terminal (50'-9.5") - SGT (10S)31-16, including related items and appurtenances, complete in place	4	EA	\$ 6,000.00	\$ 24,000.00
Alexander Road (003) Construction Cost					\$ 394,050.00
Contingency....					\$ 20,000.00
TOTAL OPINION OF PROBABLE CONSTRUCTION COST.....					\$ 414,050.00
Calendar Days to Completion					78

Item	Description	QTY	Unit	Unit Price	
Collette Lane - Bridge Scour Repair					
300	Mobilization, setup, & project overhead for duration of project, including related items and appurtenances, complete in place	1	LS	\$22,000.00	\$ 22,000.00
301	Traffic control, including Traffic Control Plans, all signage, barricades, cones, and related items and appurtenances, complete in place	1	LS	\$22,500.00	\$ 22,500.00
302	Field locate existing utilities and service lines for construction of the proposed improvements, including related items and appurtenances, complete in place	1	LS	\$ 4,500.00	\$ 4,500.00
303	Site Clean-up, 4" topsoil, fine grading of areas disturbed by construction, including related items and appurtenances, complete in place	1	LS	\$16,000.00	\$ 16,000.00
304	SWPPP, dewatering (as required) and silt fencing (804 LF), including related items and appurtenances, complete in place	1	LS	\$25,000.00	\$ 25,000.00
305	Hydromulch Seeding, including related items and appurtenances, complete in place	1	LS	\$ 8,500.00	\$ 8,500.00
306	ROW preparing, including all earthwork, clearing and grubbing of ROW, removal of any trees in the ROW and trimming of limbs, including related items and appurtenances, complete in place	1	LS	\$38,000.00	\$ 38,000.00
307	Remove & dispose of existing guardrail and bridge rail, including related items and appurtenances, complete in place	328	LF	\$ 17.00	\$ 5,576.00
308	Remove & dispose of existing signage, including related items and appurtenances, complete in place.	4	EA	\$ 500.00	\$ 2,000.00
309	Remove & dispose of existing asphalt pavement and base, including related items and appurtenances, complete in place.	448	SY	\$ 10.00	\$ 4,480.00
310	Remove & dispose of existing chip seal/ seal coat on bridge, including related items and appurtenances, complete in place.	120	SY	\$ 25.00	\$ 3,000.00
311	General Fill to Design Grades, complete in place	50	CY	\$ 40.00	\$ 2,000.00
312	Select Fill, complete in place	50	CY	\$ 40.00	\$ 2,000.00
313	Imported Cement Stabilized Sand w/ Compaction for Roadway Construction (includes cost of Cement), (Assume 4% by weight), including related items and appurtenances, complete in place	563	SY	\$ 35.00	\$ 19,705.00
314	Type R Rock Rip Rap, 200-250lbs, Hand Placed w 6" (minimum) imported cement stabilized sand in low areas (24" Embedment) for Crossing Creek, including related items and appurtenances, complete in place	176	SY	\$ 225.00	\$ 39,600.00
315	6" concrete slope paving, including cement sand, related items and appurtenances, complete in place.	59	SY	\$ 125.00	\$ 7,375.00
316	Metal Beam Guard Fence (GF(31)-19) with GF-2 reflectors, including related items and appurtenances, complete in place	395	LF	\$ 90.00	\$ 35,550.00
317	Bridge rail, including related items and appurtenances, complete in place.	80	LF	\$ 225.00	\$ 18,000.00
318	Concrete-to-Asphalt tie-in, including related items and appurtenances, complete in place	2	EA	\$ 3,000.00	\$ 6,000.00
319	8" concrete bridge approach (Class P), including related items and appurtenances, complete in place.	563	SY	\$ 100.00	\$ 56,300.00
320	4" Thick Concrete Mow Strip (Guardrail), (GF(31)MS-19), including related items and appurtenances, complete in place	306	SY	\$ 115.00	\$ 35,190.00
321	Softstop End Terminal (50'-9.5") - SGT (10S)31-16, including related items and appurtenances, complete in place	4	EA	\$ 6,000.00	\$ 24,000.00
Collette Lane Construction Cost					\$ 397,276.00
Contingency... ..					\$ 20,000.00
TOTAL OPINION OF PROBABLE CONSTRUCTION COST.....					\$ 417,276.00
Calendar Days to Completion					78

Item	Description	QTY	Unit	Unit Price	Total
Harris Lane - Bridge Scour Repair					
400	Mobilization, setup, & project overhead for duration of project, including related items and appurtenances, complete in place	1	LS	\$20,000.00	\$ 20,000.00
401	Traffic control, including Traffic Control Plans, all signage, barricades, cones, and related items and appurtenances, complete in place	1	LS	\$18,000.00	\$ 18,000.00
402	Field locate existing utilities and service lines for construction of the proposed improvements, including related items and appurtenances, complete in place	1	LS	\$ 4,500.00	\$ 4,500.00
403	Site Clean-up, 4" topsoil, fine grading of areas disturbed by construction, including related items and appurtenances, complete in place	1	LS	\$13,500.00	\$ 13,500.00
404	SWPPP, dewatering (as required) and silt fencing (964 LF), including related items and appurtenances, complete in place	1	LS	\$ 8,500.00	\$ 8,500.00
405	Hydromulch Seeding, including related items and appurtenances, complete in place	1	LS	\$ 8,500.00	\$ 8,500.00
406	ROW preparing, including all earthwork, clearing and grubbing of ROW, removal of any trees in the ROW and trimming of limbs, including related items and appurtenances, complete in place	1	LS	\$18,500.00	\$ 18,500.00
407	Remove & dispose of existing guardrail and bridge rail, including related items and appurtenances, complete in place	348	LF	\$ 17.00	\$ 5,916.00
408	Remove & dispose of existing signage, including related items and appurtenances, complete in place	4	EA	\$ 500.00	\$ 2,000.00
409	Remove & dispose of existing asphalt pavement and base, including related items and appurtenances, complete in place	68	SY	\$ 20.00	\$ 1,360.00
410	General Fill to Design Grades, complete in place	50	CY	\$ 40.00	\$ 2,000.00
411	Select Fill, complete in place	50	CY	\$ 40.00	\$ 2,000.00
412	Type R Rock Rip Rap, 200-250lbs, Hand Placed w 6" (minimum) imported cement stabilized sand in low areas (24" Embedment) for Crossing Creek, including related items and appurtenances, complete in place	418	SY	\$ 210.00	\$ 87,780.00
413	Metal Beam Guard Fence (GF(31)-19) with GF-2 reflectors, including related items and appurtenances, complete in place	474	LF	\$ 90.00	\$ 42,660.00
414	Bridge rail, including related items and appurtenances, complete in place	100	LF	\$ 225.00	\$ 22,500.00
415	4" Thick Concrete Mow Strip (Guardrail), (GF(31)MS-19), including related items and appurtenances, complete in place	286	SY	\$ 115.00	\$ 32,890.00
416	Softstop End Terminal (50'-9.5") - SGT (10S)31-16, including related items and appurtenances, complete in place	4	EA	\$ 6,000.00	\$ 24,000.00
Harris Lane Construction Cost					\$ 314,606.00
Contingency....					\$ 15,000.00
TOTAL OPINION OF PROBABLE CONSTRUCTION COST.....					\$ 329,606.00
Calendar Days to Completion					30

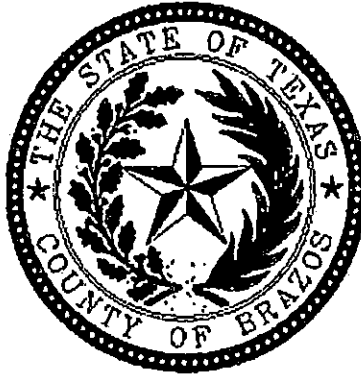
Item	Description	QTY	Unit	Unit Price	Total
Dilly Shaw Tap Road Bridge Scour Repair					
500	Mobilization, setup, & project overhead for duration of project, including related items and appurtenances, complete in place	1	LS	\$20,000.00	\$ 20,000.00
501	Traffic control, including Traffic Control Plans, all signage, barricades, cones, and related items and appurtenances, complete in place	1	LS	\$27,500.00	\$ 27,500.00
502	Field locate existing utilities and service lines for construction of the proposed improvements, including related items and appurtenances, complete in place	1	LS	\$ 5,500.00	\$ 5,500.00
503	Site Clean-up, 4" topsoil, fine grading of areas disturbed by construction, including related items and appurtenances, complete in place	1	LS	\$18,500.00	\$ 18,500.00
504	SWPPP, dewatering (as required) and silt fencing (1,036 LF), including related items and appurtenances, complete in place	1	LS	\$11,500.00	\$ 11,500.00
505	Hydromulch Seeding, including related items and appurtenances, complete in place	1	LS	\$ 8,500.00	\$ 8,500.00
506	ROW preparing, including all earthwork, clearing and grubbing of ROW, removal of any trees in the ROW and trimming of limbs, including related items and appurtenances, complete in place	1	LS	\$18,500.00	\$ 18,500.00
507	Remove & dispose of existing guardrail and bridge rail, including related items and appurtenances, complete in place	344	LF	\$ 17.00	\$ 5,848.00
508	Remove & dispose of existing signage, including related items and appurtenances, complete in place.	6	EA	\$ 500.00	\$ 3,000.00
509	Remove & dispose of existing asphalt pavement and base, including related items and appurtenances, complete in place.	733	SY	\$ 12.00	\$ 8,796.00
510	General Fill to Design Grades, complete in place	50	CY	\$ 40.00	\$ 2,000.00
511	Select Fill, complete in place	50	CY	\$ 40.00	\$ 2,000.00
512	Imported Cement Stabilized Sand w/ Compaction for Roadway Construction (includes cost of Cement), (Assume 4% by weight), including related items and appurtenances, complete in place	741	SY	\$ 35.00	\$ 25,935.00
513	Type R Rock Rip Rap, 200-250lbs, Hand Placed w 6" (minimum) imported cement stabilized sand in low areas (24" Embedment) for Crossing Creek, including related items and appurtenances, complete in place	399	SY	\$ 210.00	\$ 83,790.00
514	Metal Beam Guard Fence (GF(31)-19) with GF-2 reflectors, including related items and appurtenances, complete in place	460	LF	\$ 90.00	\$ 41,400.00
515	Bridge rail, including related items and appurtenances, complete in place.	90	LF	\$ 225.00	\$ 20,250.00
516	Concrete-to-Asphalt tie-in, including related items and appurtenances, complete in place	2	EA	\$ 3,000.00	\$ 6,000.00
517	8" concrete bridge approach (Class P), including related items and appurtenances, complete in place.	741	SY	\$ 100.00	\$ 74,100.00
518	4" Thick Concrete Mow Strip (Guardrail), (GF(31)MS-19), including related items and appurtenances, complete in place	296	SY	\$ 115.00	\$ 34,040.00
519	Softstop End Terminal (50'-9.5") - SGT (10S)31-16, including related items and appurtenances, complete in place	4	EA	\$ 6,000.00	\$ 24,000.00
Dilly Shaw Tap Road Construction Cost					\$ 441,159.00
Contingency... ..					\$ 20,000.00
TOTAL OPINION OF PROBABLE CONSTRUCTION COST					\$ 461,159.00
Calendar Days to Completion					78

Item	Description	QTY	Unit	Unit Price	Total
Kurten Cemetery Road - Bridge Scour Repair					
600	Mobilization, setup, & project overhead for duration of project, including related items and appurtenances, complete in place	1	LS	\$20,000.00	\$ 20,000.00
601	Traffic control, including Traffic Control Plans, all signage, barricades, cones, and related items and appurtenances, complete in place	1	LS	\$25,000.00	\$ 25,000.00
602	Field locate existing utilities and service lines for construction of the proposed improvements, including related items and appurtenances, complete in place	1	LS	\$ 4,500.00	\$ 4,500.00
603	Site Clean-up, 4" topsoil, fine grading of areas disturbed by construction, including related items and appurtenances, complete in place	1	LS	\$15,000.00	\$ 15,000.00
604	SWPPP, dewatering (as required) and silt fencing (977 LF), including related items and appurtenances, complete in place	1	LS	\$10,000.00	\$ 10,000.00
605	Hydromulch Seeding, including related items and appurtenances, complete in place	1	LS	\$ 8,500.00	\$ 8,500.00
606	ROW preparing, including all earthwork, clearing and grubbing of ROW, removal of any trees in the ROW and trimming of limbs, including related items and appurtenances, complete in place	1	LS	\$14,000.00	\$ 14,000.00
607	Remove & dispose of existing guardrail and bridge rail, including related items and appurtenances, complete in place	348	LF	\$ 18.00	\$ 6,264.00
608	Remove & dispose of existing signage, including related items and appurtenances, complete in place.	4	EA	\$ 500.00	\$ 2,000.00
609	Remove & dispose of existing asphalt pavement and base, including related items and appurtenances, complete in place.	603	SY	\$ 10.00	\$ 6,030.00
610	General Fill to Design Grades, complete in place	50	CY	\$ 40.00	\$ 2,000.00
611	Select Fill, complete in place	50	CY	\$ 40.00	\$ 2,000.00
612	Imported Cement Stabilized Sand w/ Compaction for Roadway Construction (includes cost of Cement), (Assume 4% by weight), including related items and appurtenances, complete in place	759	SY	\$ 35.00	\$ 26,565.00
613	Type R Rock Rip Rap, 200-250lbs, Hand Placed w 6" (minimum) imported cement stabilized sand in low areas (24" Embedment) for Crossing Creek, including related items and appurtenances, complete in place	659	SY	\$ 210.00	\$ 138,390.00
614	Metal Beam Guard Fence (GF(31)-19) with GF-2 reflectors, including related items and appurtenances, complete in place	500	LF	\$ 90.00	\$ 45,000.00
615	Bridge rail, including related items and appurtenances, complete in place.	150	LF	\$ 225.00	\$ 33,750.00
616	Concrete-to-Asphalt tie-in, including related items and appurtenances, complete in place	2	EA	\$ 3,000.00	\$ 6,000.00
617	8" concrete bridge approach (Class P), including related items and appurtenances, complete in place.	759	SY	\$ 100.00	\$ 75,900.00
618	4" Thick Concrete Mow Strip (Guardrail), (GF(31)MS-19), including related items and appurtenances, complete in place	306	SY	\$ 115.00	\$ 35,190.00
619	Softstop End Terminal (50'-9.5") - SGT (10S)31-16, including related items and appurtenances, complete in place	4	EA	\$ 6,000.00	\$ 24,000.00
Kurten Cemetery Road Construction Cost					\$ 500,089.00
Contingency.....					\$ 25,000.00
TOTAL OPINION OF PROBABLE CONSTRUCTION COST					\$ 525,089.00
Calendar Days to Completion					78

Item	Description	QTY	Unit	Unit Price	Total
Fickey Road (001) - Bridge Scour Repair					
700	Mobilization, setup, & project overhead for duration of project, including related items and appurtenances, complete in place	1	LS	\$20,000.00	\$ 20,000.00
701	Traffic control, including Traffic Control Plans, all signage, barricades, cones, and related items and appurtenances, complete in place	1	LS	\$22,000.00	\$ 22,000.00
702	Field locate existing utilities and service lines for construction of the proposed improvements, including related items and appurtenances, complete in place	1	LS	\$ 5,500.00	\$ 5,500.00
703	Site Clean-up, 4" topsoil, fine grading of areas disturbed by construction, including related items and appurtenances, complete in place	1	LS	\$15,000.00	\$ 15,000.00
704	SWPPP, dewatering (as required) and silt fencing (821 LF), including related items and appurtenances, complete in place	1	LS	\$ 8,500.00	\$ 8,500.00
705	Hydromulch Seeding, including related items and appurtenances, complete in place	1	LS	\$ 8,500.00	\$ 8,500.00
706	ROW preparing, including all earthwork, clearing and grubbing of ROW, removal of any trees in the ROW and trimming of limbs, including related items and appurtenances, complete in place	1	LS	\$17,000.00	\$ 17,000.00
707	Remove & dispose of existing guardrail and bridge rail, including related items and appurtenances, complete in place	281	LF	\$ 18.00	\$ 5,058.00
708	Remove & dispose of existing signage, including related items and appurtenances, complete in place.	4	EA	\$ 500.00	\$ 2,000.00
709	Remove & dispose of existing asphalt pavement and base, including related items and appurtenances, complete in place.	475	SY	\$ 10.00	\$ 4,750.00
710	General Fill to Design Grades, complete in place	50	CY	\$ 40.00	\$ 2,000.00
711	Select Fill, complete in place	50	CY	\$ 40.00	\$ 2,000.00
712	Imported Cement Stabilized Sand w/ Compaction for Roadway Construction (includes cost of Cement), (Assume 4% by weight), including related items and appurtenances, complete in place	555	SY	\$ 35.00	\$ 19,425.00
713	Type R Rock Rip Rap, 200-250lbs, Hand Placed w 6" (minimum) imported cement stabilized sand in low areas (24" Embedment) for Crossing Creek, including related items and appurtenances, complete in place	249	SY	\$ 210.00	\$ 52,290.00
714	Metal Beam Guard Fence (GF(31)-19) with GF-2 reflectors, including related items and appurtenances, complete in place	394	LF	\$ 90.00	\$ 35,460.00
715	Bridge rail, including related items and appurtenances, complete in place.	80	LF	\$ 225.00	\$ 18,000.00
716	Concrete-to-Asphalt tie-in, including related items and appurtenances, complete in place	2	EA	\$ 3,000.00	\$ 6,000.00
717	8" concrete bridge approach (Class P), including related items and appurtenances, complete in place.	555	SY	\$ 100.00	\$ 55,500.00
718	4" Thick Concrete Mow Strip (Guardrail), (GF(31)MS-19), including related items and appurtenances, complete in place	292	SY	\$ 115.00	\$ 33,580.00
719	Softstop End Terminal (50'-9.5") - SGT (10S)31-16, including related items and appurtenances, complete in place	4	EA	\$ 6,000.00	\$ 24,000.00
Fickey Road (001) Construction Cost					\$ 356,563.00
Contingency... ..					\$ 20,000.00
TOTAL OPINION OF PROBABLE CONSTRUCTION COST.....					\$ 376,563.00
Calendar Days to Completion					78

Item	Description	QTY	Unit	Unit Price	Total
Fickey Road (002) - Bridge Scour Repair					
800	Mobilization, setup, & project overhead for duration of project, including related items and appurtenances, complete in place	1	LS	\$20,000.00	\$ 20,000.00
801	Traffic control, including Traffic Control Plans, all signage, barricades, cones, and related items and appurtenances, complete in place	1	LS	\$22,000.00	\$ 22,000.00
802	Field locate existing utilities and service lines for construction of the proposed improvements, including related items and appurtenances, complete in place	1	LS	\$ 4,500.00	\$ 4,500.00
803	Site Clean-up, 4" topsoil, fine grading of areas disturbed by construction, including related items and appurtenances, complete in place	1	LS	\$18,000.00	\$ 18,000.00
804	SWPPP, dewatering (as required) and silt fencing (824 LF), including related items and appurtenances, complete in place	1	LS	\$10,000.00	\$ 10,000.00
805	Hydromulch Seeding, including related items and appurtenances, complete in place	1	LS	\$ 8,500.00	\$ 8,500.00
806	ROW preparing, including all earthwork, clearing and grubbing of ROW, removal of any trees in the ROW and trimming of limbs, including related items and appurtenances, complete in place	1	LS	\$20,000.00	\$ 20,000.00
807	Remove & dispose of existing guardrail and bridge rail, including related items and appurtenances, complete in place	396	LF	\$ 18.00	\$ 7,128.00
808	Remove & dispose of existing signage, including related items and appurtenances, complete in place.	6	EA	\$ 500.00	\$ 3,000.00
809	Remove & dispose of existing asphalt pavement and base, including related items and appurtenances, complete in place.	465	SY	\$ 10.00	\$ 4,650.00
810	General Fill to Design Grades, complete in place	50	CY	\$ 40.00	\$ 2,000.00
811	Select Fill, complete in place	50	CY	\$ 40.00	\$ 2,000.00
812	Imported Cement Stabilized Sand w/ Compaction for Roadway Construction (includes cost of Cement), (Assume 4% by weight), including related items and appurtenances, complete in place	646	SY	\$ 35.00	\$ 22,610.00
813	Type R Rock Rip Rap, 200-250lbs, Hand Placed w 6" (minimum) imported cement stabilized sand in low areas (24" Embedment) for Crossing Creek, including related items and appurtenances, complete in place	340	SY	\$ 210.00	\$ 71,400.00
814	6" concrete slope paving, including cement sand, related items and appurtenances, complete in place.	82	SY	\$ 170.00	\$ 13,940.00
815	Metal Beam Guard Fence (GF(31)-19) with GF-2 reflectors, including related items and appurtenances, complete in place	367	LF	\$ 90.00	\$ 33,030.00
816	Bridge rail, including related items and appurtenances, complete in place.	120	LF	\$ 225.00	\$ 27,000.00
817	Concrete-to-Asphalt tie-in, including related items and appurtenances, complete in place	2	EA	\$ 3,000.00	\$ 6,000.00
818	8" concrete bridge approach (Class P), including related items and appurtenances, complete in place.	646	SY	\$ 100.00	\$ 64,600.00
819	4" Thick Concrete Mow Strip (Guardrail), (GF(31)MS-19), including related items and appurtenances, complete in place	263	SY	\$ 115.00	\$ 30,245.00
820	Softstop End Terminal (50'-9.5") - SGT (10S)1-16, including related items and appurtenances, complete in place	4	EA	\$ 6,000.00	\$ 24,000.00
Fickey Road (002) Construction Cost					\$ 414,603.00
Contingency... ..					\$ 20,000.00
TOTAL OPINION OF PROBABLE CONSTRUCTION COST.....					\$ 434,603.00
Calendar Days to Completion					78

Item	Description	QTY	Unit	Unit Price	Total
Deep Well Road - Bridge Scour Repair					
900	Mobilization, setup, & project overhead for duration of project, including related items and appurtenances, complete in place	1	LS	\$20,000.00	\$ 20,000.00
901	Traffic control, including Traffic Control Plans, all signage, barricades, cones, and related items and appurtenances, complete in place	1	LS	\$16,000.00	\$ 16,000.00
902	Field locate existing utilities and service lines for construction of the proposed improvements, including related items and appurtenances, complete in place	1	LS	\$ 4,500.00	\$ 4,500.00
903	Site Clean-up, 4" topsoil, fine grading of areas disturbed by construction, including related items and appurtenances, complete in place	1	LS	\$16,500.00	\$ 16,500.00
904	SWPPP, dewatering (as required) and silt fencing (685 LF), including related items and appurtenances, complete in place	1	LS	\$ 8,850.00	\$ 8,850.00
905	Hydromulch Seeding, including related items and appurtenances, complete in place	1	LS	\$ 8,500.00	\$ 8,500.00
906	ROW preparing, including all earthwork, clearing and grubbing of ROW, removal of any trees in the ROW and trimming of limbs, including related items and appurtenances, complete in place	1	LS	\$14,000.00	\$ 14,000.00
907	Remove & dispose of existing guardrail and bridge rail, including related items and appurtenances, complete in place	305	LF	\$ 18.00	\$ 5,490.00
908	Remove & dispose of existing wood in existing channel and cut piles below finished grade, including related items and appurtenances, complete in place	1	LS	\$ 7,500.00	\$ 7,500.00
909	Remove & dispose of existing signage, including related items and appurtenances, complete in place.	4	EA	\$ 500.00	\$ 2,000.00
910	General Fill to Design Grades, complete in place	50	CY	\$ 40.00	\$ 2,000.00
911	Select Fill, complete in place	50	CY	\$ 40.00	\$ 2,000.00
912	Type R Rock Rip Rap, 200-250lbs, Hand Placed w 6" (minimum) imported cement stabilized sand in low areas (24" Embedment) for Crossing Creek, including related items and appurtenances, complete in place	243	SY	\$ 210.00	\$ 51,030.00
913	Metal Beam Guard Fence (GF(31)-19) with GF-2 reflectors, including related items and appurtenances, complete in place	270	LF	\$ 90.00	\$ 24,300.00
914	Bridge rail, including related items and appurtenances, complete in place.	80	LF	\$ 225.00	\$ 18,000.00
915	4" Thick Concrete Mow Strip (Guardrail), (GF(31)MS-19), including related items and appurtenances, complete in place	203	SY	\$ 115.00	\$ 23,345.00
916	Softstop End Terminal (50'-9.5") - SGT (10S)31-16, including related items and appurtenances, complete in place	4	EA	\$ 6,000.00	\$ 24,000.00
Deep Well Road Construction Cost					\$ 248,015.00
Contingency... ..					\$ 10,000.00
TOTAL OPINION OF PROBABLE CONSTRUCTION COST...					\$ 258,015.00
Calendar Days to Completion					30



REQUEST FOR PROPOSALS

RFP NO. CIP 25-583

Brazos County Bridge Scour Repair

SEALED PROPOSALS TO BE SUBMITTED BEFORE:

Tuesday, August 19, 2025, 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 RFP. Any such contact will be grounds for rejection of the respondents' proposal.

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 RFP 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: Solid Bridge Construction

By (Print): Travis Hanus Title: Travis Hanus, Vice President

Physical Address: 3104 Interstate 45 South New Waverly, TX 77358

Mailing Address: 3104 Interstate 45 South New Waverly, TX 77358

Telephone: 936-435-0700 Fax: none E-Mail: travis@solidbridgeconstruction.com

7. By submitting a response to this RFP, the proposer is agreeing to sign the County's Contract, Exhibit C attached.
8. **The following items should be completed and included in your proposal submission. Failure to include these items will disqualify your proposal.**
- a. Completed and signed RFP including:
- i. References (Section R)
 - ii. Certification of Proposal (Section U)
- b. Bid Bonds
- c. Exhibit B – Bid Form
- d. A-305 Qualifications Statement or similar
- e. Proposed Project Schedule

R. PRICING

Complete Exhibit B attached and submitted with the proposal.

S. REFERENCES

Respondents shall provide a list of at least five (5) 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. References received on previous solicitations for similar size and scope in the previous six (6) months may be considered in lieu of obtaining a new reference check. A negative reference may be grounds for disqualification of bid. Respondents are not allowed to use Brazos County as a reference.

Company/Entity: Walker County

Contact: Bill Daugette

Phone: 936-436-4912

Email: bdaugette@co.walker.tx.us

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Company/Entity: ELS

Contact: Michael Hoffman

Phone: 480-761-6373

Email: Michael_Hoffman@equitylifestyle.com

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Company/Entity: Bleyl Engineering

Contact: Ken Walker

Phone: 936-441-7833

Email: KWalker@bleylengineering.com

Company/Entity: City of Shenandoah

Contact: Rual Porras

Phone: (281) 298-5522

Email: rporras@shenandoahtx.us

Company/Entity: Prime Contractors, Inc.

Contact: Jakob Barnes

Phone: 281.999.0875

Email: jbarnes@primecontractorsinc.com

Additional:

City of Huntsville

Trey Marek

936-294-5779

rmarek@huntsvilletx.gov

T. PROPOSAL EVALUATION WAIVER

By submitting a proposal or response, each Proposer/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 proposal or response (2) any requirement under the Request for Proposal or related documents; (3) the rejection of any proposal or response or any part of any proposal or response; and/or (4) the award of a Contract, if any.

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

Note: The Statement of Affirmation Must be Notarized.

STATEMENT OF AFFIRMATION

The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Firm's Name: Solid Bridge Construction

Address: 3104 Interstate 45 South New Waverly, TX 77358

Proposer's Name: Travis Hanus

Position/Title: Vice President

Proposer's Signature: [Signature]

Date: 8/18/2025

Subscribed and sworn to me on this 18th day of August in the year 2025

[Signature]
Notary Public

My Commission expires 2-10-2029



U. ADDENDA

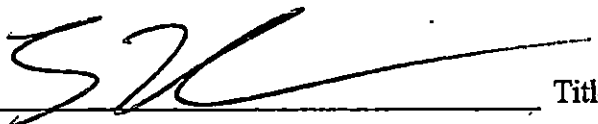
The undersigned acknowledges responsibility for all addenda issued prior to closing date. No addenda will be issued less than 48 hours prior to the solicitation submission deadline.

No. #1 No. _____ No. _____

Date 8-11-2025 Date _____ Date _____

V. CERTIFICATION OF PROPOSAL

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

Signed By:  Title: Vice President

Typed Name: Travis Hanus

Company Name: Solid Bridge Construction

Mailing Address: 3104 Interstate 45 South New Waverly TX 77358
P.O. Box or Street City State Zip

Employer Identification Number: 81-0625605

CORPORATE SEAL IF SUBMITTED BY A CORPORATION
END OF RFP NO. CIP 25-583

By signing below, Brazos County agrees that this RFP CIP 25-583 will be awarded to the respondent whose name appears above, and both parties agree to the terms and conditions contained herein.

By: Brazos County Commissioner's Court 

Date: September 23, 2025

Attest: Brazos County Clerk 

Point of Contact: Travis Hanus

Address: 3104 Interstate 45 South, New Waverly, TX 77358

936-435-0700

office@solidbridgeconstruction.com

Form of Business: Corporation

State of Registration: Texas

Years in Existence: 21 years

Team Structure (for this project):

Owner and President of Solid Bridge Construction: Vance Bridges

Project Manager/Vice President: Travis Hanus

- Bachelor's Degree in Business Administration from Sam Houston State University
- 5 years as Superintendent for Solid Bridge Construction
- 6 years as Vice President and Project Manager for Solid Bridge Construction
- 11 years as chief estimator for Solid Bridge Construction

Superintendent: Mitchel McMillian

- Bachelor's Degree in from Sam Houston State University
- 8 years as Superintendent and Project Manager for Solid Bridge Construction
- Over 55 construction projects completed in career.

Superintendent: Skyler Jankowiak

- Bachelor's Degree in Industrial Distribution and Engineering, Texas A&M
- 8 years as Superintendent and Project Manager for Solid Bridge Construction
- 4 years as Project Engineer for Kiewit
- Over 50 construction projects completed in career.

Assistant Project Manager: Mitchell Patterson

- Bachelor's Degree in Finance from University of Mary Hardin-Baylor
- 4 years as Estimator, Assistant Project Manager and Contract Administrator for Solid Bridge Construction

SOLID BRIDGE CONSTRUCTION

3104 Interstate 45 South
New Waverly Tx 77358

936-435-0700

		Years of Experience in Civil	Years With Solid Bridge
Office Staff			
President	Vance Bridges	26	24
Vice President	Travis Hanus	14	12
Controller	Clay Collins	7	4
Office Manager	Mitch Patterson	5	3
Project Manger	Carl Franzen	30	13
Project Manger	Skyler Jankowiak	12	8
Project Manger	Mitch McMillian	9	8
Project Manger	Codey Westin	7	7
Project Manger	Shea Aucoin	12	3
Equipment Management			
Fleet Manager	David Castillo	34	4
Lead Equipment Mechanic	Rafael Garcia	15	6
General Mechanic	Charles Fox	42	3
Haul Truck Operator	Robert Jackson	23	2
Field Management			
Supernatant	Antwain Evans	15	8
Supernatant	Jesus Ortega	11	11
Supernatant	Luis Ortega	11	9
Foreman	Alexis Berber	10	7
Foreman	Brijido Borunda	32	4
Foreman	Juan Avila	8	6

SOLID BRIDGE CONSTRUCTION

:1104 Interstate-45 South
New Waverly Tx 77358

936-435-0700

Field Crews			
Operator	Obed Benitez	34	5
Operator	Esau Chaverria	32	5
Operator	Lazaró Corrales	29	1
Operator	Taylor Ford	3	3
Operator	Jose Delgado	17	5
Operator	Elmer Maradiaga	24	3
Operator	Noe Mejía	27	5
Operator	Josue Mejivar	23	5
Operator	Lionel Montoya	19	3
Operator	Jose Ortiz	21	4
Operator	Victor Ruiz	16	2
Operator	Ryan Westcott	21	9
Operator	Jose Zalasar	19	3
Operator	Erick Vargas	7	1
Operator	Juan Vaquera	33	5

Field Crews			
General Construction	Luis Aguirre	15	7
General Construction	Wilfredo Aviles	21	4
General Construction	Rogelio Ayala	27	3
General Construction	Jose Chavarria	31	5
General Construction	Rogelio Ayala	16	5
General Construction	Alvaro Contreras	36	6
General Construction	Christopher Cooper	11	3
General Construction	Cristhian Espinoza	9	3
General Construction	Efren Galven	34	8
General Construction	Manuel Herrera	15	2
General Construction	Chase Maxey	6	1
General Construction	Jose Leija	22	5
General Construction	Bryan Perez	4	1
General Construction	Ronal Rodas	11	4
General Construction	Kenner Lopez	3	1
General Construction	Rita Silva	34	10
General Construction	Pablo Vazquez	9	4

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 8/18/2025

Bidder (Legal Name of Firm): Solid Bridge Construction

Date Organized: 7/23/2003

Name of Owner(s): Vance Bridges

Address: 3104 Interstate 45 South
New Waverly, TX 77358

Date Incorporated: 7-23-2003

Federal ID Number: 81-0625605

Number of Years in contracting business under present name: 22 years

List all other names under which your business has operated in the last 10 years:
n/a

Work Presently Under Contract:

Contract	Amount \$	Completion Date
GT Bars	\$4,590,119.70	October 2025
Leonard Road Stabilization	\$1,642,043.50	September 2025
Livingston Dam Repairs	\$387,050	August 2025

Type of work performed by your company: civil construction

Total Staff employed by Firm (Breakdown by Managers and Trades on separate sheet): 45 field
2 office staff
6 project managers

Have you ever failed to complete any work awarded to you? Yes X No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? Yes X No
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five (5) years or that was still in effect during the five-year period or is still in effect? Yes X No
(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.) List on a separate sheet.

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
Jasper Sandy Creek Bank	\$1,114,548	July 2024
GLO City of Rockdale Drainage Improvements	\$3,472,466	November 2024
TXCDBG Brenham Street and Drainage Improvements	\$567,979	October 2024

Major equipment available for this contract: (if needed list on separate sheet)

see attached

Are you in compliance with all applicable EEO requirements?
(If no, please attach summary of details on a separate sheet.)

☒ Yes ☐ No

(Optional) Minority Business Reporting Information

Owner's Race: _____ Owner's Ethnicity: _____ Owner's Gender: _____

Are you a Section 3 business? (see below)

☐ Yes ☒ No

Section 3 Business Concerns:

- a) Businesses that are 51 percent or more owned by Section 3 residents;
- b) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;
- c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or
- d) Businesses located within the City/County's jurisdiction that identifies themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low-income persons.

Bank References: NewFirst National Bank Credit Available: \$10,000,000

Contact Name: Veronica Wesneski Phone Number: 832-344-2051

Address: 16554 Creekbend Drive, Suite 150

City State & Zip Sugar Land, Texas 77478

Has the firm or predecessor firm been involved in a bankruptcy or reorganization?
(If yes, please attach summary of details on a separate sheet.)

☐ Yes ☒ No

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by City in verification of the recitals comprising this Statement of Bidder's Qualifications.

Signed this 18th day of August, 2025.

Signature:



Printed Name: Travis Hanus

Title: Vice President

Company Name: Solid Bridge Construction

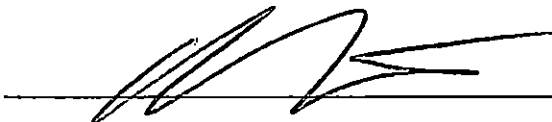
Notary Statement:

Travis Hanus, VP being duly sworn, says that he/she is the Travis Hanus, VP Position/Title of Solid Bridge Construction (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested City of Rosenberg in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 18th day of August, 2025.

Notary Public

Signature:



Printed Name: Mitchell Patterson



My Commission Expires: 2-10-2029

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

Recent Public Projects & References



3104 Interstate 45 South
New Waverly, TX 77358
936-435-0700

Brazos River Stabilization

Owner: Fort Bend County Mud NO. 140

Agency: US Army Corps of Engineers, Funded by NRCS.

FEMA, Army Corps, Texas Historical Commission, Brazos River Authority, Fort Bend County Flood Control

Engineer: Costello, Inc., Ron Dechert, 713-783-7788

Amount

\$6,720,400

Date Completed

4/30/2021

Duration

7 months

- Emergency stream bank stabilization of the Brazos River
- 68,000 tons of rip rap , 1 mile of bank stabilization
- Texas Historical battle site within construction boundaries. We recognized the on-site monitoring needed for the VCWRF Biosolids Facility project
- 180 day contract substantially completed in 105 days

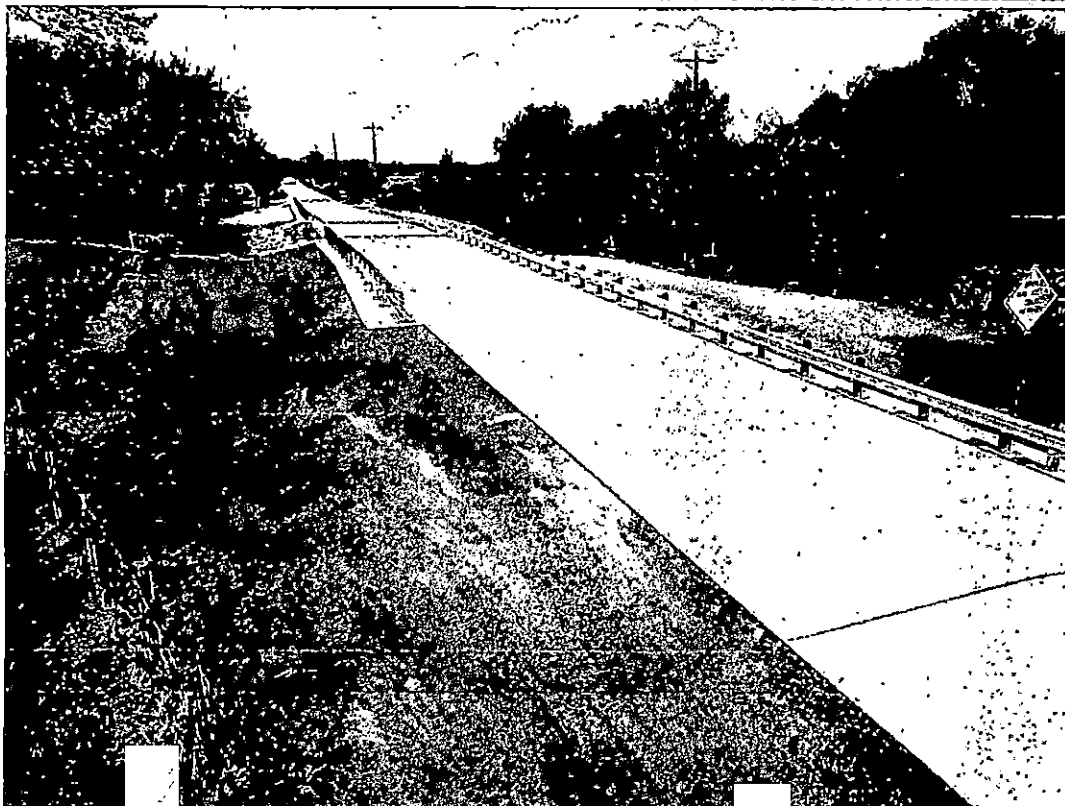
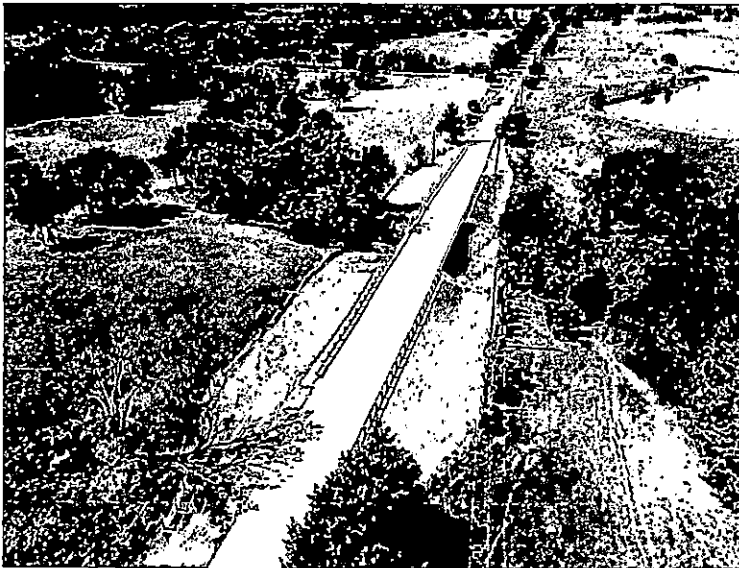


Brazos County Bridge Scour Repair

Owner: Brazos County,
William Hadley,
whadley@brazoscountytexas.gov
Engineer: G.L.S.
Mason Kwiatkoski, 979-776-9700

Amount	\$1,677,208.90
Date Completed	12/2024
Duration	4 months

- Roadway Stabilization
- Riprap
- Erosion Control
- Guard Rail

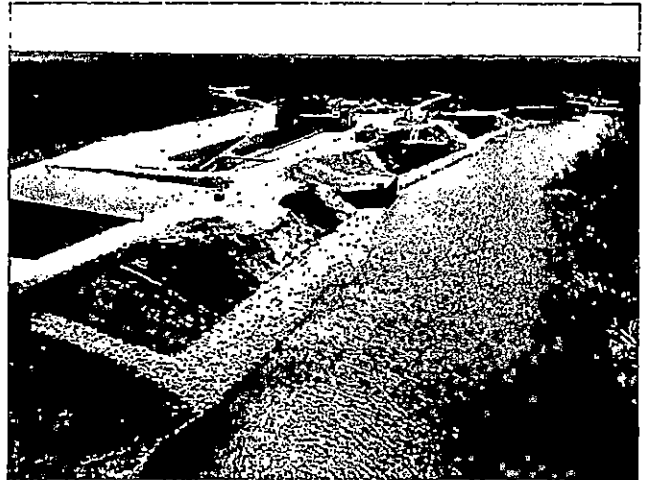
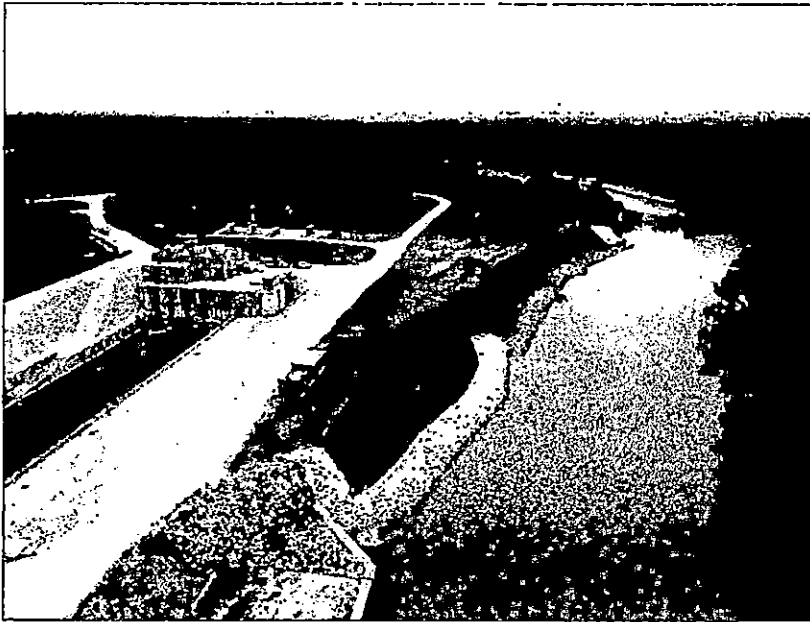


Trinity River Lock & Dam No. 7

Owner: North Texas Municipal Water District
Rodney Wolfe— NTMWD Construction
Inspector 2, 469-652-9809,
rwolfe@ntmwd.com
Engineer: Freese and Nichols, Mark Ickert,
817-735-7229

Amount	\$6,248,530
Date Completed	7/2023
Duration	16 months

- MSE soil stabilization bags with bare root saplings and native grass germination
- Temp irrigation
- Deep riverine environment
- 38,000 tons of stone rip rap



Rayford Crossing RV

Owner: MHC Land Holdings LLC

8350 E Raintree Suite 220

Scottsdale, AZ 85260

512-541-0041

Engineer: Vogt Engineering, L.P., Sergio

Van Dusen, 281-651-2976

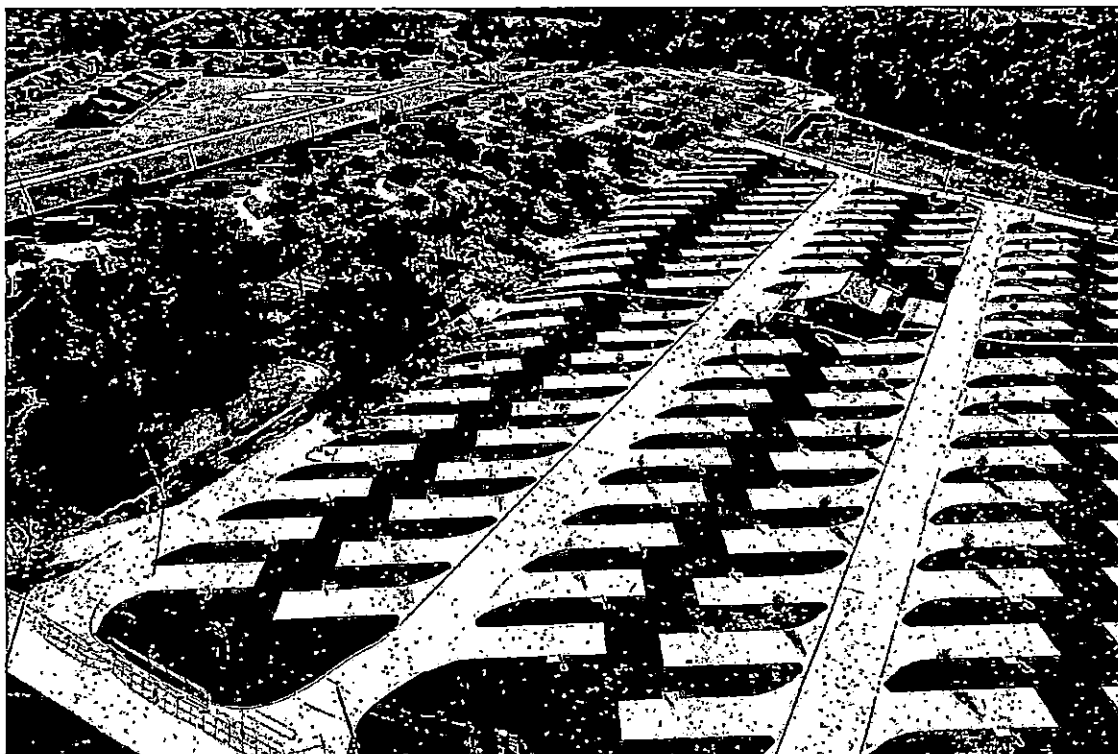
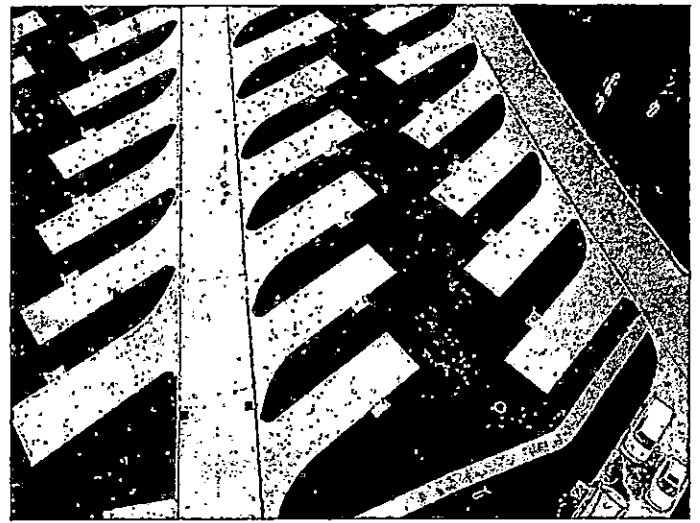
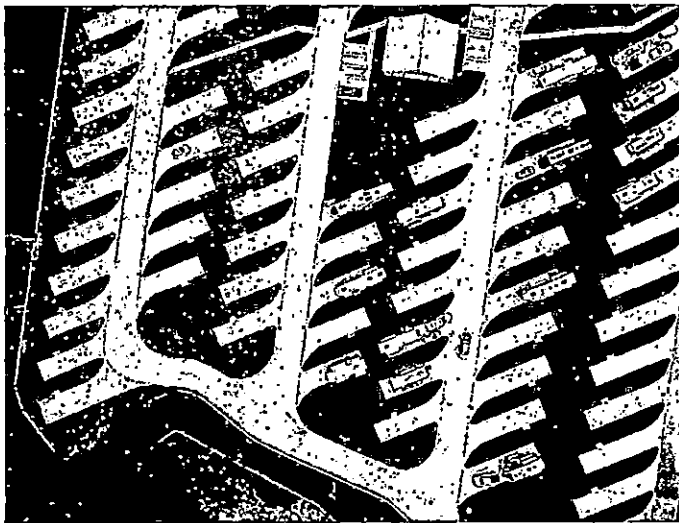
Amount

\$6,220,398.55

Date Completed

January 2023

A 175 Unit RV Park that encompasses retaining walls, flat work, electrical design and installation, lift stations with a design build landscape package in Spring, Texas turned out to be a large and beautiful project for Soid Bridge. We are currently working with the owners on planning and development for an RV park with design build amenity center and small water park on lake Conroe in Willis Texas with a start date of June 1, 2024.

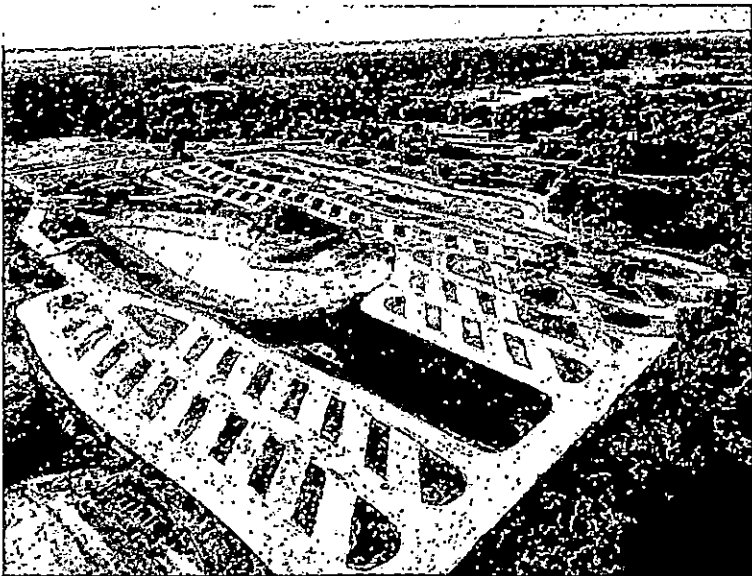


Thousand Trails Colorado River RV

Amount \$4,614,492.29
Date Completed February 2022

Owner: MHC TT, L.P. - C/O Equity LifeStyle Properties, Inc.
8350 E Raintree Suite 220 Scottsdale, AZ 85260
Luis Gonzalez - 480-589-5620
Engineer: Kimley-HornColton Morgan, P.E.
(281) 475-2819

- 100 unit RV park expansion
- Large cut and fills to balance site
- Sealed existing amenity lake
- Job was completed in 180 days
- Installed on-site sewer system



Artavia Astaire Parkway Culvert Bridge

Owner: Airia Development Co. and
MCMUD 111

20333 State Highway 249, Suite 600

Houston, Texas 77070

(281) 809-7800

Engineer: LJA Engineering, Inc.,

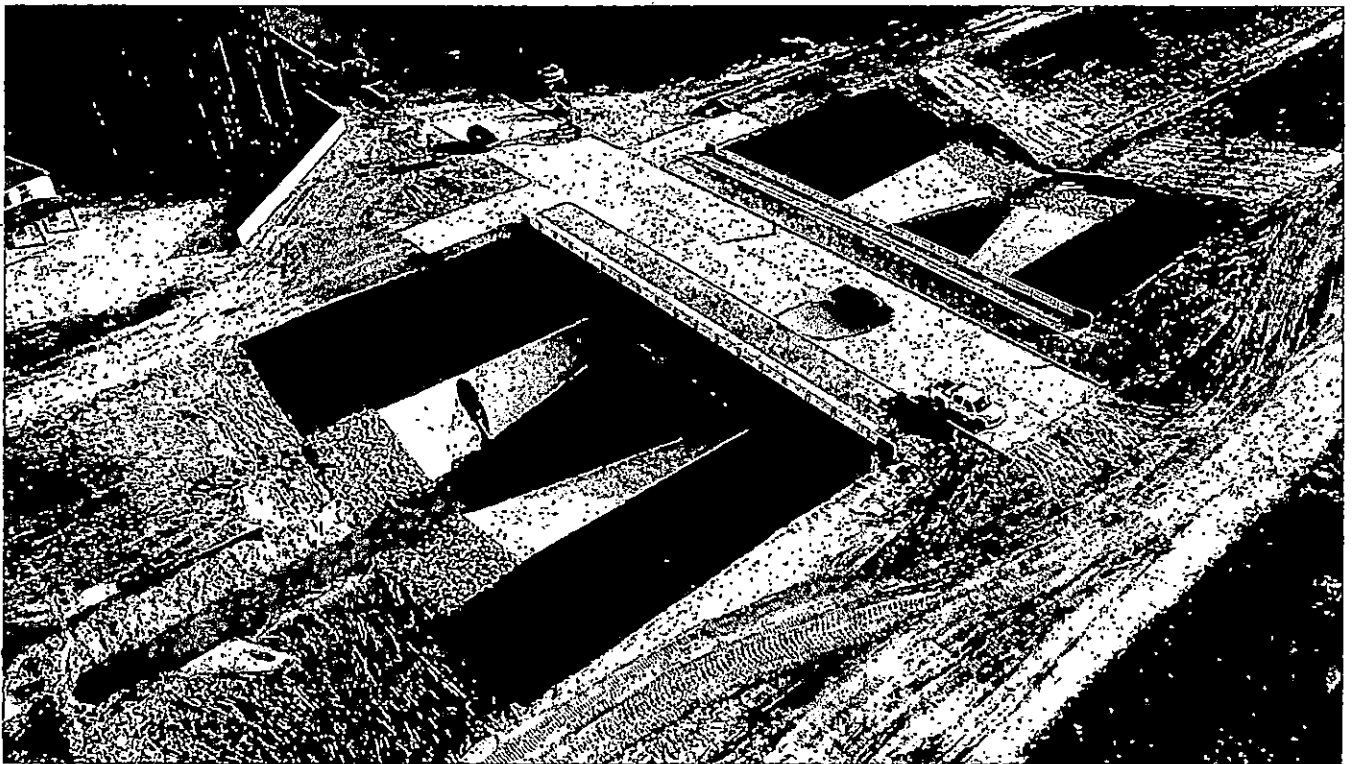
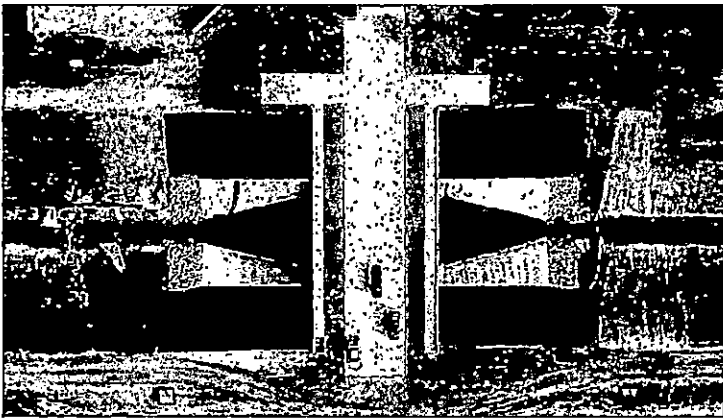
Christopher LeBlanc, 713-953-5200

Amount

\$1,865,112.70

Date Completed

November 2023

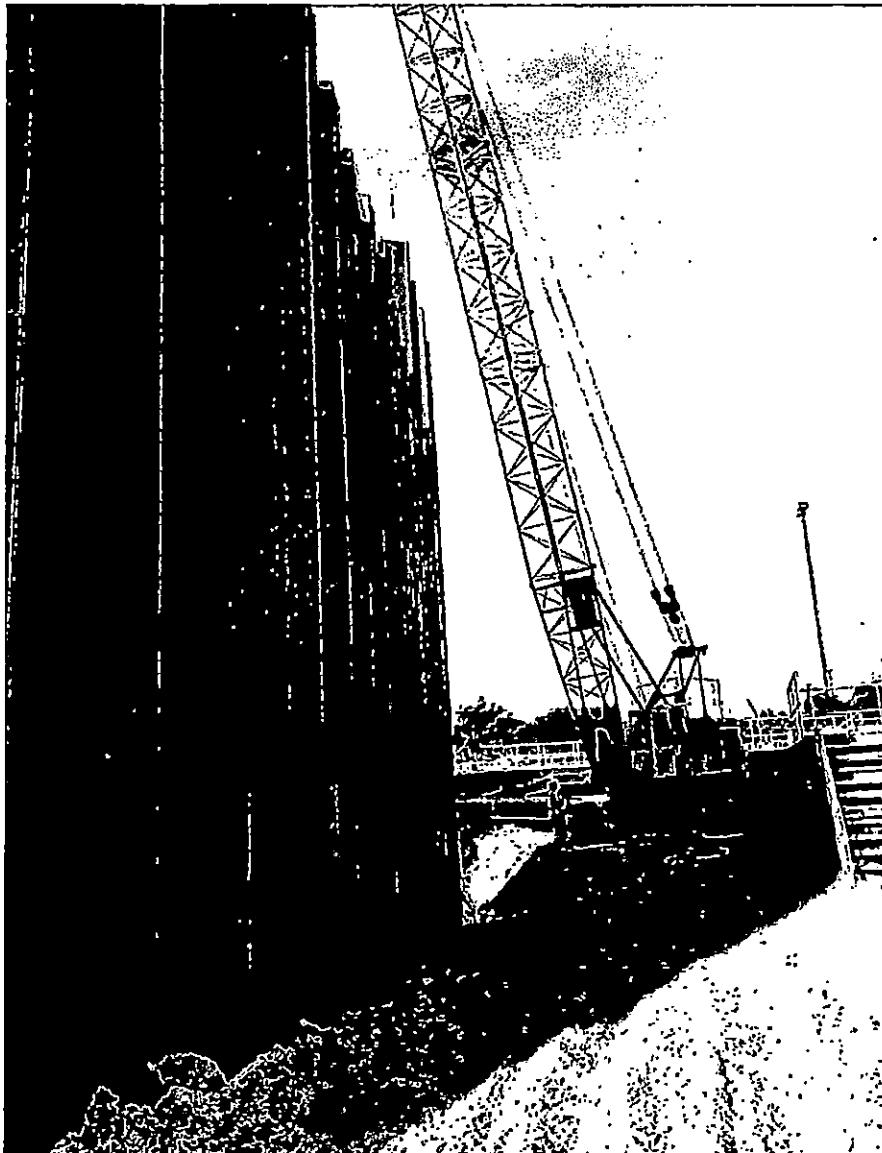


City of Brenham WWTP Bank Stabilization

Dane Rau
200 W Vulcan Street
Brenham, Texas
Cell - 979-451-1786
drau@cityofbrenham.org

Amount	\$1,700,000
Date Completed	6/2019
Duration	7 Months

- 350 liner feet of 60'-0" sheet pile in bank with confined working area
- 1500 tons of rip rap installed in wall protection
- Storm lines in highly regulated area with gas and chemical lines



Atkins Creek Water, Sanitary and Storm

Owner: City of Montgomery, Mike
Muckleroy,
mmuckleroy@ci.montgomery.tx.us,
936-521-5294

Engineer: Jones | Carter,
Michael Carpenter, 713-569-4197

Amount

\$321,592.40

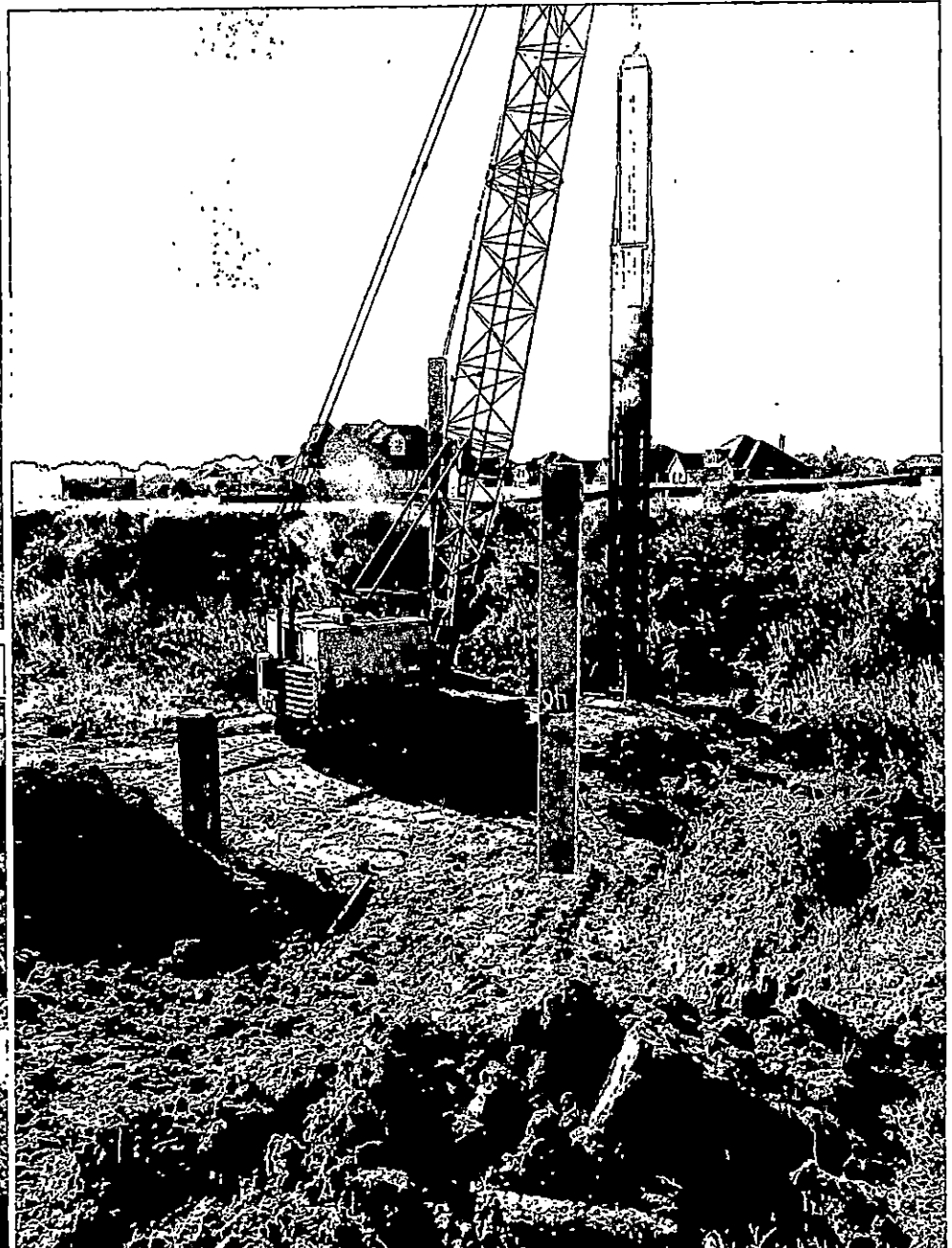
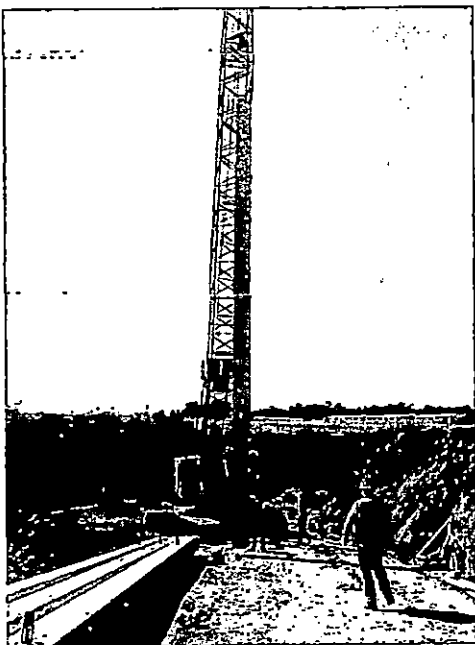
Date Completed

2/2020

Duration

2 months

- Pile Driving
- Water and Sewerline
- Relocating 42" SET
- Removal of 60' Pipe

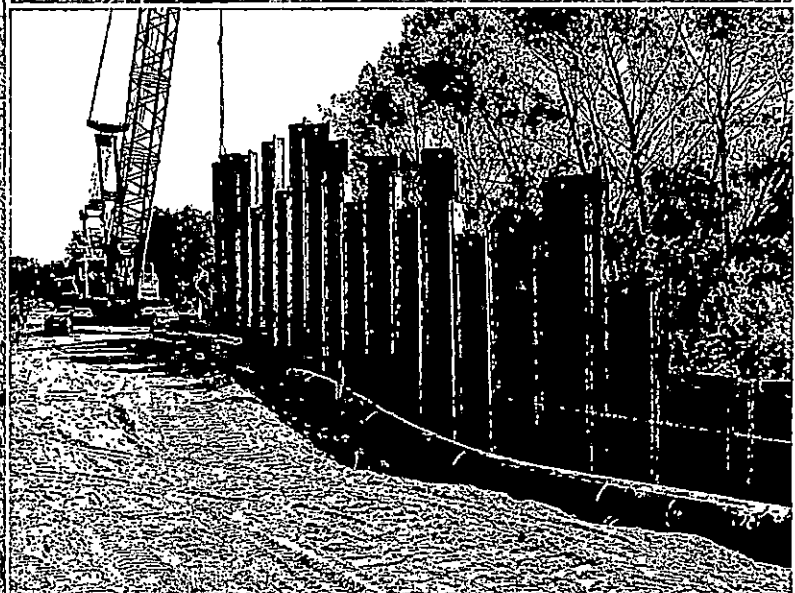
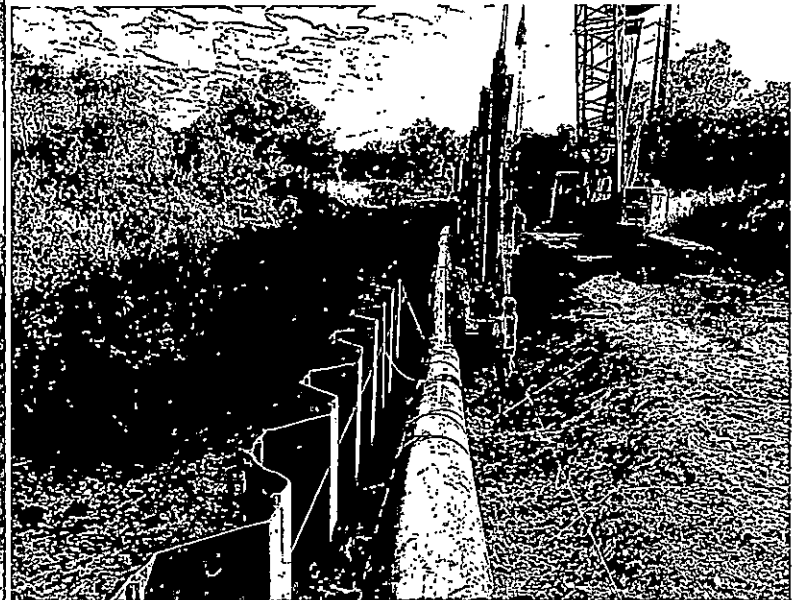
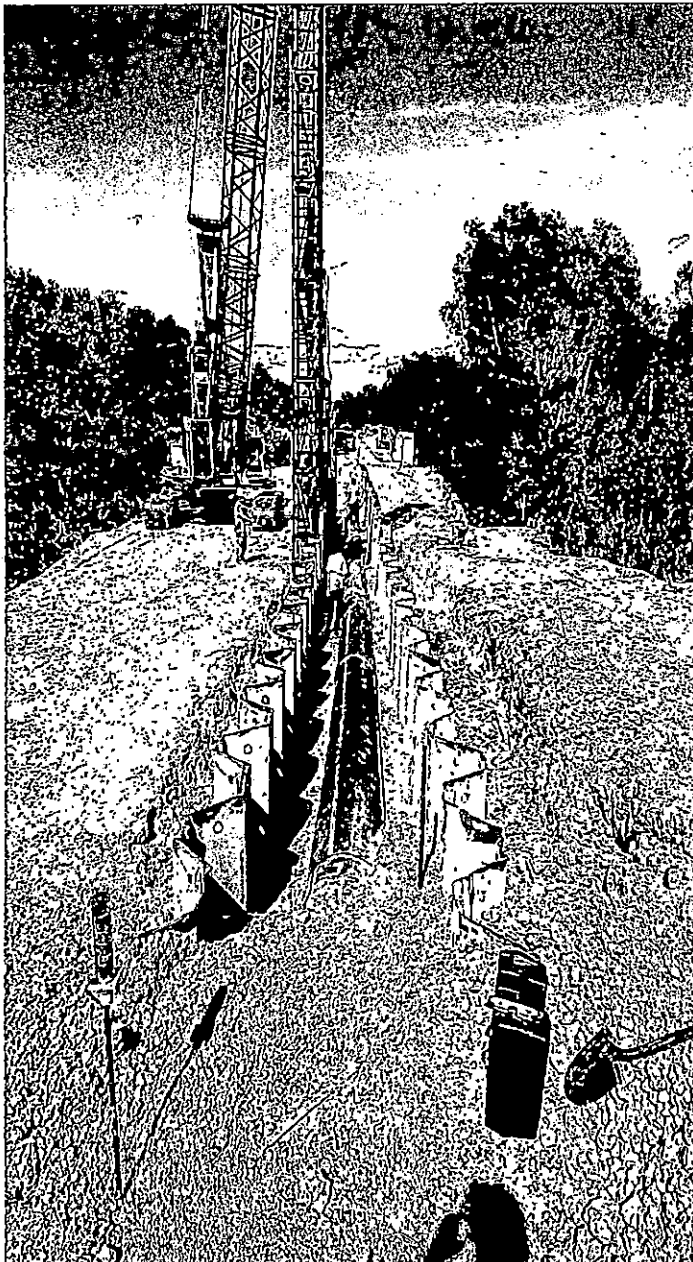


Sachse - Third Garland Creek Stabilization

Owner: City of Sachse, Corey Nesbit
469-429-4792, cnesbit@cityofsachse.com
Engineer: LJA Engineering, Dallas Wendling,
214-620-2772

Amount	\$1,652,925
Date Completed	9/2024
Duration	6 months

- Sheet Piling
- Sewerline Protection
- Erosion Control

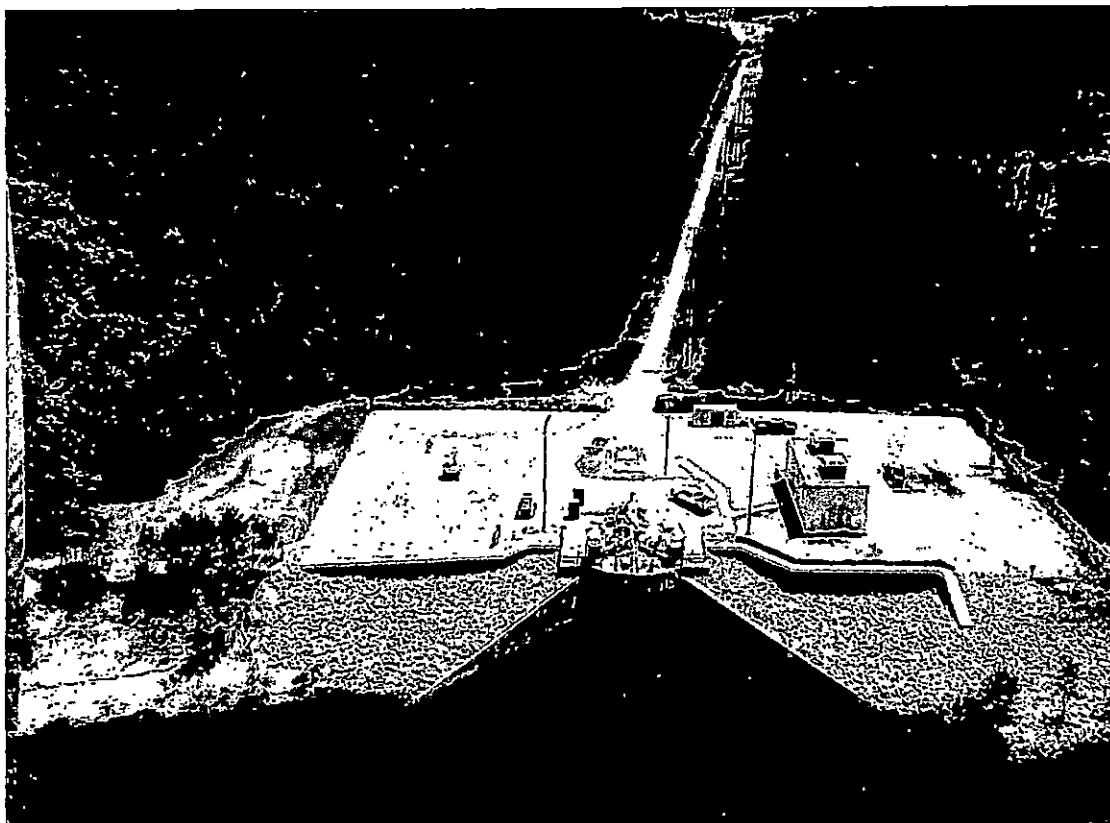


Lake O' The Pines Raw Water Intake Repairs

KSA Engineers
Dennis Cole
140 E Tyler Street Suite 600
Longview, TX 75601
713-819-8282
dcole@ksaeng.com

Amount	\$1,750,000
Date Completed	6/2020
Duration	8 Months

- Repairs and improvements to the Longview Water Plant
- Installation of sheetpile below water level
- Installation of rip-rap below water level
- Diver used to set grades and survey locations
- Eagles nest in area required classes and heavy regulations



Lynn Creek Park

Owner: The City of Grand Prairie,
Romin A. Khavari
Engineer: Halff Associates Inc.
Stephen Crawford

Amount

\$400,841

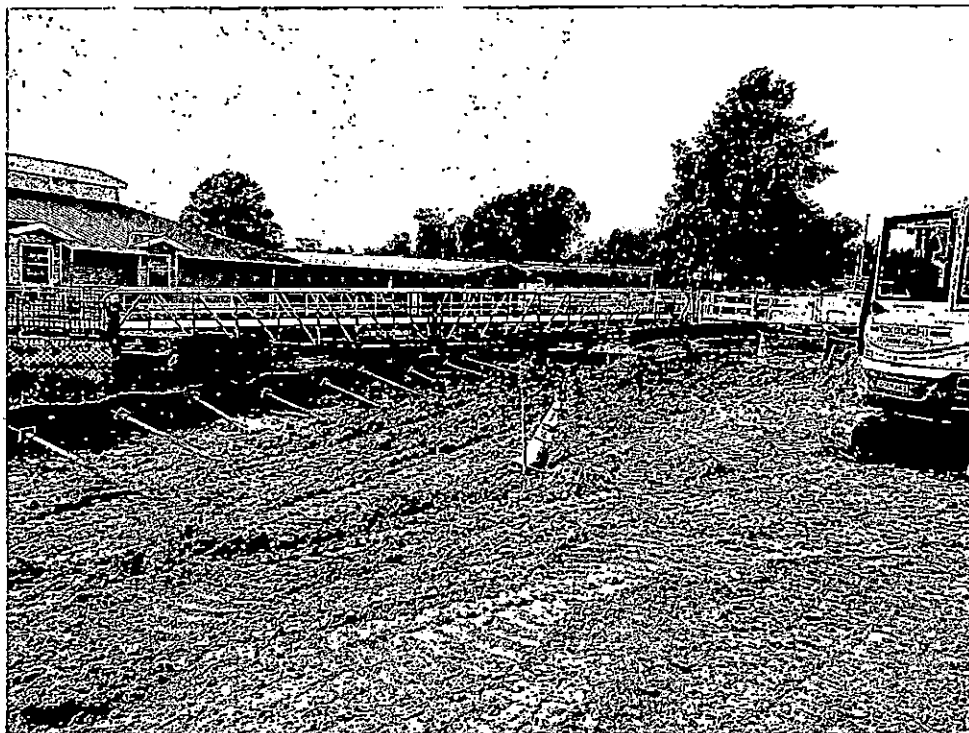
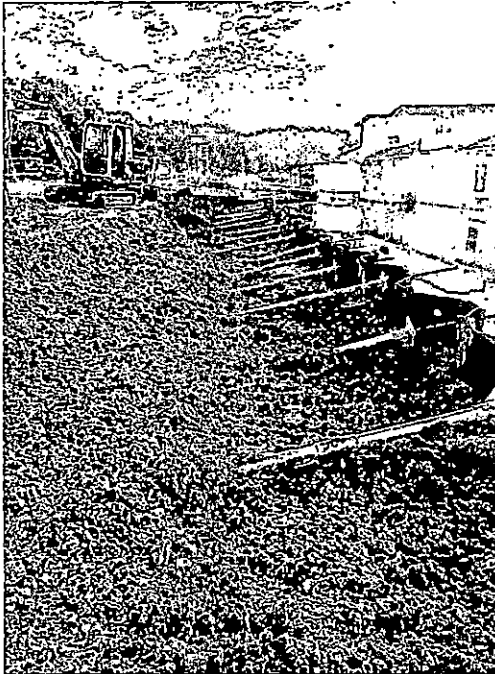
Date Completed

11/2020

Duration

4 months

- Sheet Piling with Tiebacks
- Shoreline Protection
- Riprap



Walker County Box Culvert Crossing

Bill Daugette - Commissioner Precinct 3
1100 University Ave Room 205
Huntsville, TX 77340
Office - 936-436-4912

Amount	\$450,000
Date Completed	10/2019
Duration	5 Months

2 - 8'X8' box culvert crossing of county roads

- traffic control while construction
- txdot rated headwalls and slope paving
- care of water during construction process



Polk County Trinity River Erosion

Owner: Polk County, 101 West Church Street,
Suite 300 Livingston, TX 77351
936-327-6813

Agency: NRCS

Engineer: GLS, 903-581-3805

Amount	\$468,000
Date Completed	2/2020
Duration	4 Months

- Limited workspace on top of bank
- Emergency stabilization of the Trinity River in Polk County
- Steep Riverine Environment
- Rapid Water level changes below TRA Livingston Dam



KSA - Engineers - Tyler Texas

Chris Aylor - KSA Engineers Senior Project Manager

Office - 903 - 581 - 8141

Cell - 903 - 452 - 4880

Dennis Cole - Project Representative

Cell - 713 - 819 - 8282

6781 Oak Hill Boulevard

Tyler, TX 75703

Amount

1,700,000

Date

5/1/2017

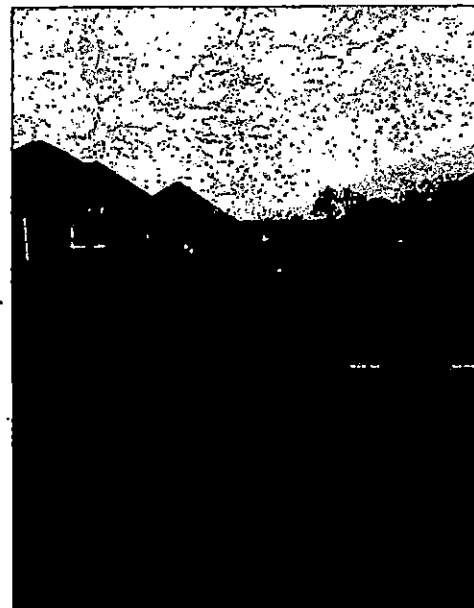
Duration

10 Months

Ashmore Drainage Improvements

- complex concrete drainage system

- slope stabilization methods required

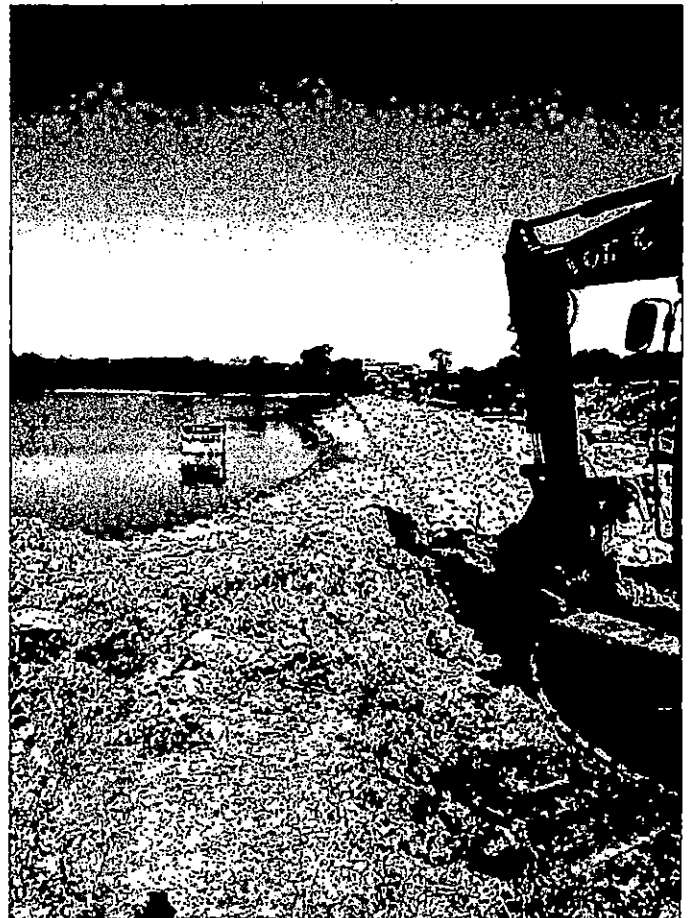


Chambers Creek Dam Reconstruction

Tom Sulak
1822 FM 66 Suite 102
Waxahachie, TX 75167
972-921-0054
tom.sulak@co.ellis.tx.us

Amount	\$2,200,000
Date Completed	10/2020
Duration	9 months

- 2 dam sites restoration
- 25,000 yards lime treated earth fill on dam reconstruction
- 3,000 yards of rip rap armored dam installed
- landscape seeding and Temp irrigation installation
- Heavy de-watering in watershed



Harris Co Flood Control - Concrete Spillway & Stilling Basin

Mondel Garcia, P.E., PMP

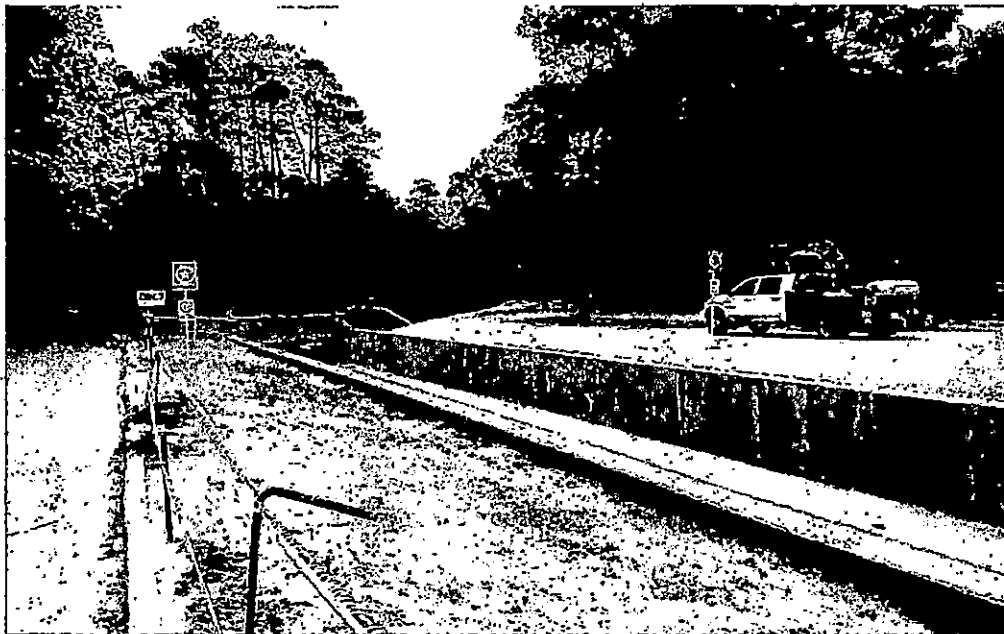
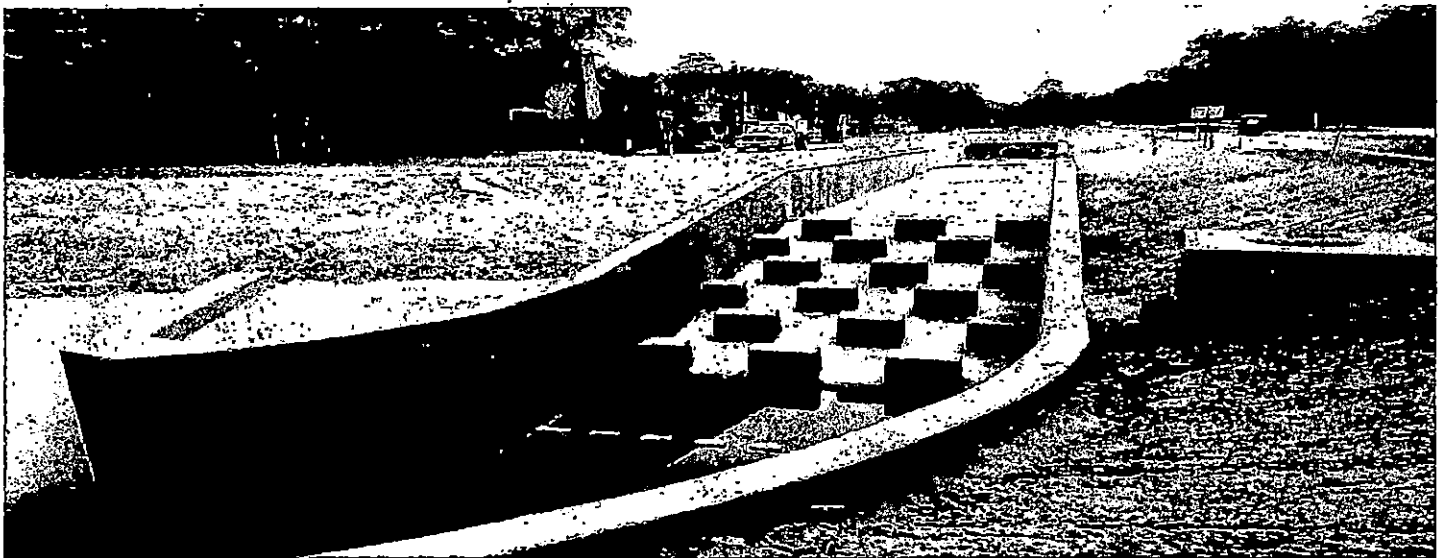
Project Manager - Construction Division

Harris County Flood Control District - Mike Talbott Service Center

7522 Prairie Oak Drive Houston, TX 77086

Office direct - 346-286-4068

- 700' of concrete canal 7' to 13' tall
- reroute of sewer and storm crossing lines
- control of water while construction in active drainage channel



Gullo Toyota Dealerships

Rhowan Collins - CFO
Cell - 713 - 819 - 7367
750 I-46
Conroe, TX 77304

Amount	850,000
Date	5/1/2018
Duration	3 Months

Gullo Toyota - Expansion

- 1200 feet of box culvert installed in 1 week
- custom 24' x 30' junction box
- detention pond relocation

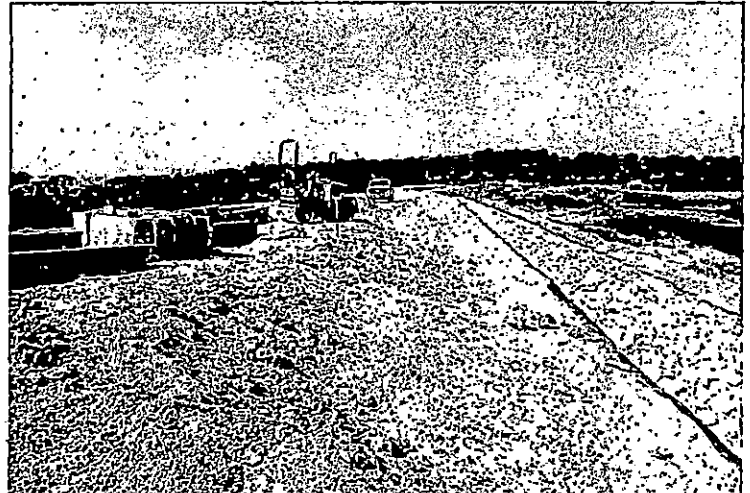


Plum Creek Watershed Site 10 Rehabilitation

Owner: PLUM CREEK CONSERVATION DISTRICT
Agency: NRCS (Natural Resources Conservation Service)
Engineer: M&E Consultants, Trent Street,
tstreet@mande-pe.com
P.O. Box 9
Heidenheimer, TX 76533

Amount	\$5,000,000
Date Completed	10/2023
Duration	24 Months

- NRCS dam rehabilitation
- installation of new concrete primary and auxiliary spillway
- 20,000 cubic yards of lime-treated earth fill dam reconstruction
- 5,000 tons of rip-rap armored shoring
- Heavy de-watering
- Heavy federal regulation and oversight



Intercontinental Waterline & Detention Pond No. 2

Owner: Eastveld Property Owner, LLC
on behalf of Intercontinental Crossing Municipal
Utility District

Engineer: Jones Engineering Solutions, LLC, James
Jones, jamesjones@jonesengineeringsolutions.com
281-507-5271

Amount
Date
Duration

\$1,377,659
10/2024
10 months

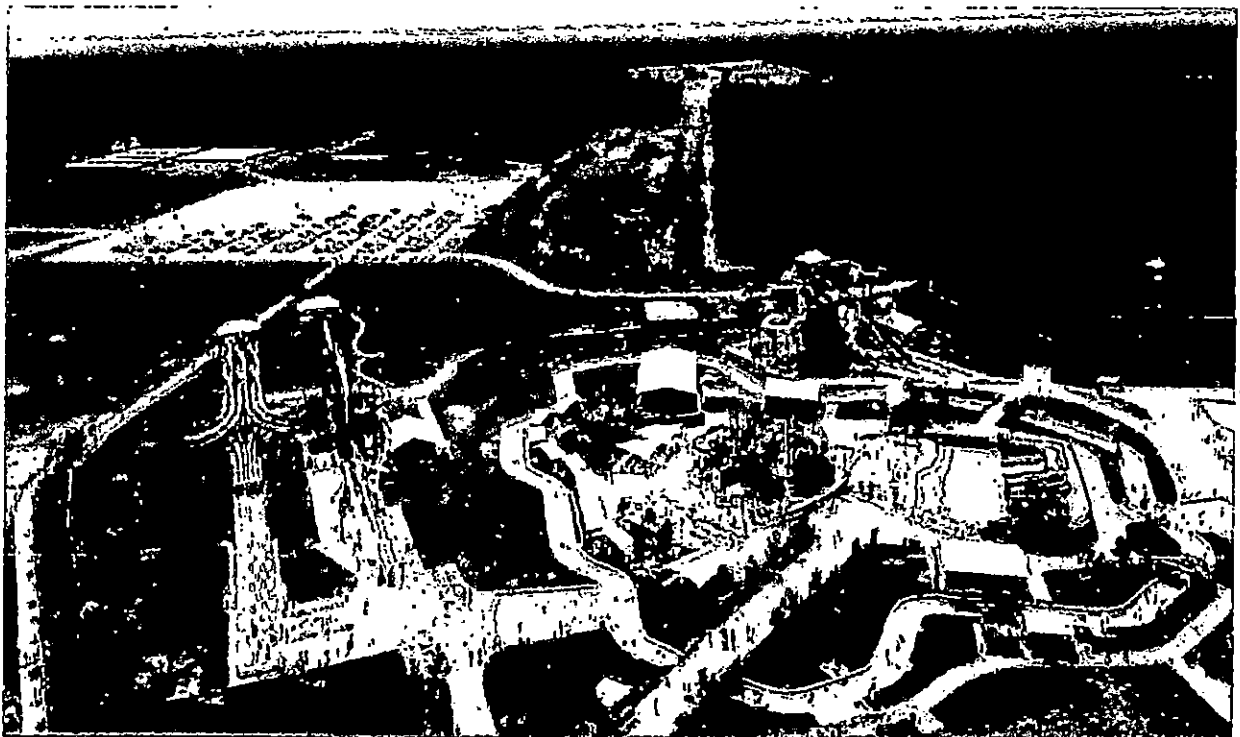
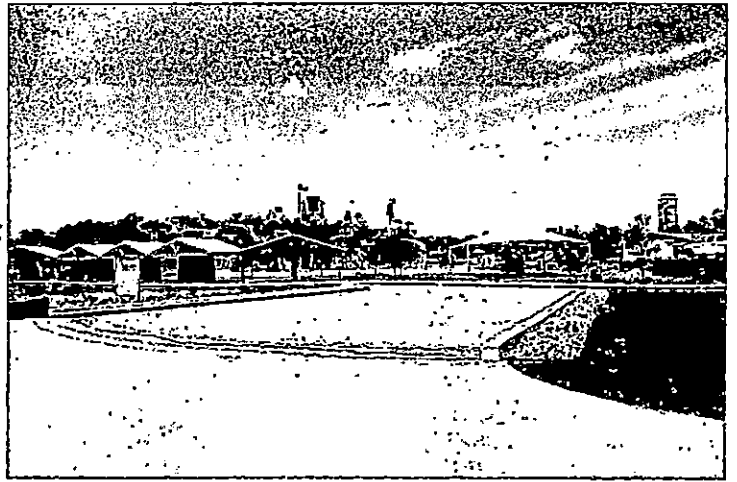
- Stormwater bores under several high pressure jet fuel lines servicing IAH George Bush Intercontinental Airport
- Heavy regulation and oversight
- Ground water



Grand Texas Big Rivers Water Park

Owner: Grand Texas
23065 TX-242, New Caney, TX
77357
832-840-7501
Engineer: Bleyl Engineering, Ken
Walker, 936-441-7833

Amount \$18,000,000
Date Completed June 2019



Harris Co Flood Control

Mondel Garcia P.E PMP
7522 Prairie Oak Drive
Houston, TX 77086
346-286-4068
mondel.garica@hcfcd.hctx.net

Amount	2,000,000
Date	5/1/2020
Duration	8 Months

Ben's Branch Channel Rehabilitation

- 70,000 yards of excavation and haul off
- rip rap installation
- import fill and embankment installation

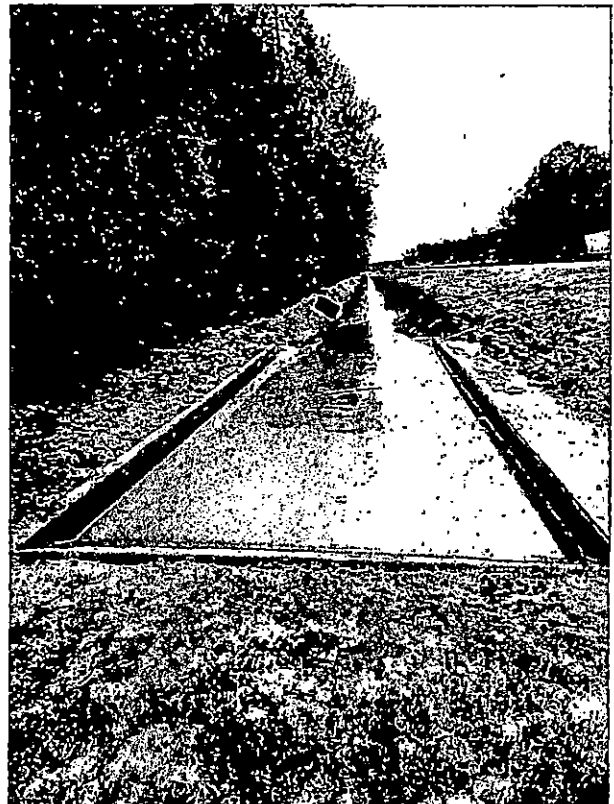
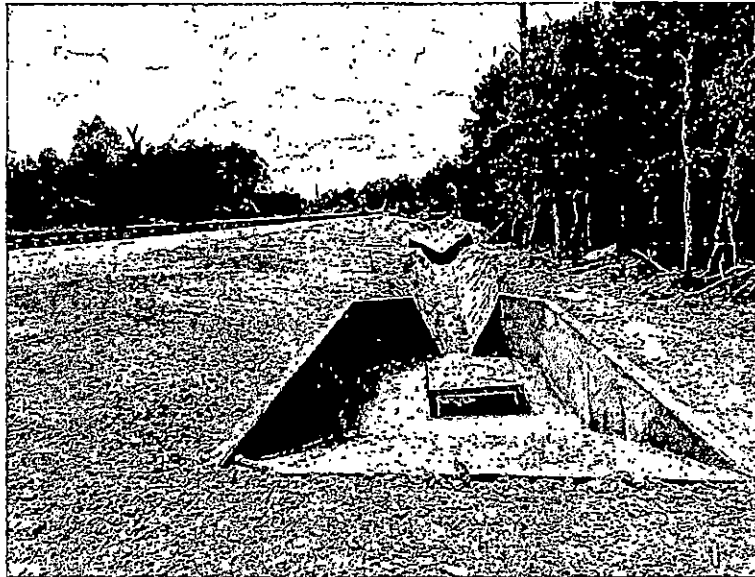


East Pond Siphon

Owner: City of Shenandoah
Engineer: Bleyl Engineering, Ken Walker,
936-441-7833

Amount	\$192,925
Date Completed	11/2021
Duration	3 months

- Strom water siphon/bore under high pressure 30" Natural gas pipeline
- Heavy ground water
- Heavy regulation and supervision



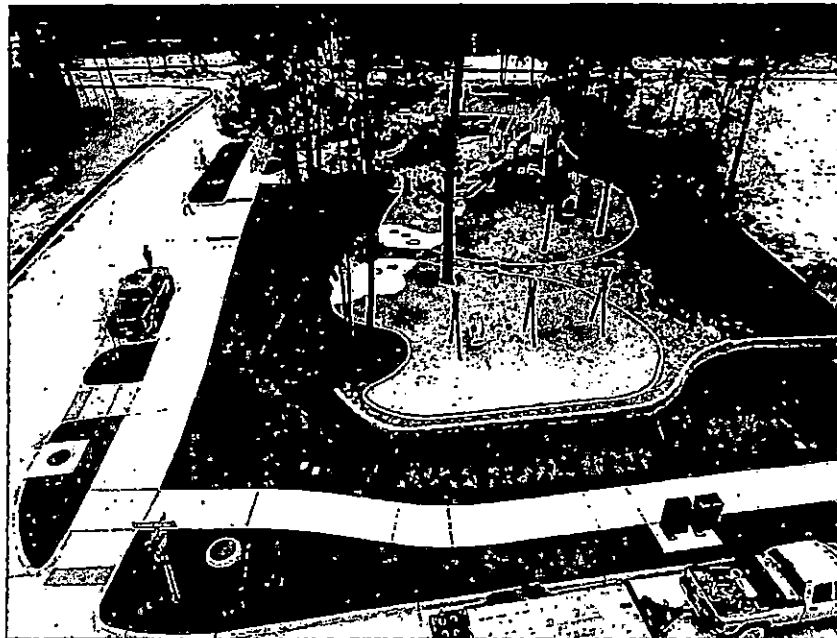
The Woodland Hills Section 18 Park

Owner: HF Holding Company, LLC,
Kelly Dietrich, 936-672-2245,
kelly.dietrich@howardhughes.com
Engineer: Landology, (281) 741-6786

Amount
Date Completed
Duration

\$1,180,589
3/2023
8 months

- City park with native tress, plants and grasses on irrigation
- Plant material under 1-year Maintenance contracts
- Specialty grade work and finishes



Equipment Owned

Dozers

2	John Deere with Trimble	1T0700JXLBD203028	700J	2011
3	John Deere with Trimble	1T0750KXCEE268898	750K	2015
4	John Deere with Trimble	T0850CX944625	850C	2003
5	John Deere	T0850JX127073	850J	2006
6	John Deere with Trimble	LU950JX009417	950 J	2007
7	John Deere with Trimble	LU1050J009906	1050 J	2008
8	John Deere	LU1050J010506	1050 J	2009
9	John Deere	LU1050C006024	1050C	2003
10	Liebherr with Trimble	PR716142316281	PR716 LGP	2018
11	Liebherr with Trimble	PR72475513722	PR724 LGP	2014

Scraper Tractors

1	John Deere	RW8760H003727	8760	2000
2	John Deere	1RW9460RHEE012249	9460R	2014
3	John Deere	1RW9530ECB002867	9530	2008
4	John Deere	1RW9530ECBE025582	9530	2012
5	John Deere	1RW9510RLCE003725	9510R	2012
6	John Deere	1RW9560RCCE003340	9560R	2012
7	John Deere	1RW9560RLCE006623	9560R	2013

Scraper Tractor Pans

1	Reynolds Water Pan		17 Yard	2000
2	Reynolds Water Pan		17 Yard	2000
3	Reynolds	29606	17 Yard	2000
4	Reynolds	29086	17 Yard	2000
5	Reynolds LGP		17 Yard	2008
6	Reynolds LGP		17 Yard	2008
7	John Deere		1810E	
8	John Deere	T81810E060336	1810E	2006
9	John Deere	1T81810ELD0120856	1810E	2013
10	John Deere	T81814E050154	1814E	2006
11	John Deere	T81814E060227	1814E	2006

12	John Deere	1T82112EKE120971	2112E	2014
13	John Deere	1T82112EAE0120958	2112E	2014
14	Land All Drag		Blade	2010
15	Rome Drag	GK12-102	Blade	2016

Excavators

1	Caterpillar with Trimble	CAT0329EAZCD00532	329E	2014
2	Volvo	314486	EC140E	2021
4	John Deere with Thumb	1FF135FCLEE400506	135G	2014
5	John Deere Amphibious	1FF210GXPDE521717	210G	2014
6	John Deere with Thumb	1FF245GXEGF800132	245G	2017
7	John Deere with Thumb	FF240DX605330	240D	2006
8	John Deere with Thumb	FF270DX703075	270D	2010
	John Deere	1FF300GXJDF710002	300G	2013
9	John Deere	FF330CX804677	330C	2005
10	John Deere with Thumb	FF350DX806324	350D	2008
	John Deere	1FF350GXPHF811884	350G	2017
11	John Deere with Trimble	1FF350GXKEF810490	350G	2015
12	John Deere with Q Coupler	1FF470GXHEE4710873	470G	2015
13	John Deere	1FF470GXHEE471033	470G	2015

Wheel Loaders

1	John Deere Bucket & Forks	1DW544KZTB0635207	544k	2011
2	John Deere Bucket & Forks	DW624JH594779	624J	2004
3	Case Skip Loader	JJG0302150	570	2005

Motor Graders

1	John Deere with Trimble	DW672DX608155	672D	2006
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Water Trucks & Water Tower

1	LMTV Army Truck	A-T007203BCLF	LMTV	1997
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2	Oshkosh Fire Truck	10TDK8Z18WS064592	T-3000	1998
3	Interpipe Tower Trailer		10K Gal	2010

Heavy Haul & Dump Trucks

1	Kenworth Dump Truck	1XKDDA9X5 HS501367	T-800	1987
2	Kenworth Heavy Haul	3WKDDB0X17F196123	T-800B	2007
3	Kenworth Heavy Haul	1XKDPBTX2 8J223684	T-800B	2008
4	Peterbilt Belly Dump	1XPVD79XXBD130249	384	2008
5	Peterbilt Belly Dump	1XPVDU9X2 9D789158	384	2009
6	Peterbilt Belly Dump	1XPVD09X6AD107296	384	2010
7	Peterbilt Belly Dump	1XPHDP9X1DD187052	386	2013
8	GMC Mechanical Truck	1GDJ7J1C33F503940	C7500	2003
9	GMC Mechanical Truck	1GTHK39D87E109887	3500	2007
10	Dodge Work Truck	3D7KU28693G738547	2500	2003
11	Dodge Work Truck	1D7KS28C06J162474	2500	2006
12	Dodge Work Truck	3D7KU28C64G128788	2500	2004
13	Dodge Work Truck	3D7MX49C06G270003	3500	2006
14	Dodge Work Truck	3C7WDTCL3CG121243	3500	2012

Trailers

	Trail King 110 Heavy Haul	1TKR005840FM057298	55 Ton	2015
1	Pitts 55 Ton Heavy Haul	5JYLB553X DP130051	55 Ton	2012
2	Landoll Heavy Haul		25 Ton	1980
3	CPS Belly Dump	5MC1116279PO10092	22 CY	2009
4	Manic Belly Dump	5MC424016D3134981	22 CY	2013
5	CPS Belly Dump	5MC424019K3182553	22 CY	2019
6	CPS Belly Dump	5MC424010K3182554	22 CY	2019
7	20' Dump Trailer		10 Ton	2005
8	20' Husky Equipment Trailer	59JT1LT24GD596104	8 Ton	2016
9	20' Big Tex Equipment Trailer		8 Ton	2020
10	22' Big Tex Equipment Trailer		8 Ton	2020

Tractors With Seeding Equipment

1	Kubota Seeding Tractor		3840	2012
2	Kubota Seeding Tractor	66593	M9000	2005
3	Land Pride Seed Drill	575866	CR2572	2020
4	Land Pride Batwing Mower		LP15	2020
5	Grun SB7-T Straw Blower			
6	Lay-Mor SM400 Broom	34287	SM400	2013

Mobile Get Set & Mobile Offices

1	Kohler Mobile Gen Set		25 KW	2013
2	Kohler Mobile Gen Set	2009161	60 KW	2004

Alexander Road (003)

Project Start:

Day 1

Display Week:

1-Jan

TASK	ASSIGNED TO	PROGRESS	START	END
MOBILIZATION / Traffic Control	SBC	0%	Day 1 -	Day 7
UTILITY LOCATE / PROJECT LAYOUT/SWPPP	SBC	0%	Day 3 -	Day 10
Demo and haul off	SBC	0%	Day 5 -	Day 15
Grade / Stabilize road ways	SBC	0%	Day 12 -	Day 22
Concrete paving / curbing / cure time	SBC	0%	Day 22 -	Day 65
Rip rap and drainage	SBC	0%	Day 15 -	Day 35
Guard rails	SBC	0%	Day 30 -	Day 70
Hydroseed	SBC	0%	Day 65 -	Day 72
Punch list / final clean / De-mob	SBC	0%	Day 70 -	Day 78

Alexander Road North (002)

Project Start:

Display Week:

832-465-7424

TASK	ASSIGNED TO	PROGRESS	START	END
MOBILIZATION / Traffic Control	SBC	0%	Day 1 -	Day 7
UTILITY LOCATE / PROJECT LAYOUT/SWPPP	SBC	0%	Day 3 -	Day 10
Demo and haul off	SBC	0%	Day 5 -	Day 15
Grade / Stabilize road ways	SBC	0%	Day 12 -	Day 22
Concrete paving / curbing / cure time	SBC	0%	Day 22 -	Day 65
Rip rap and drainage	SBC	0%	Day 15 -	Day 85
Guard rails	SBC	0%	Day 80 -	Day 70
Hydroseed	SBC	0%	Day 65 -	Day 72
Punch list / final clean / De-mob	SBC	0%	Day 70 -	Day 78

Collette Lane**Project Start:**

1-Jan

Display Week:

TASK	ASSIGNED TO	PROGRESS	START	END
MOBILIZATION / Traffic Control	SBC	0%	Day 1 -	Day 7
UTILITY LOCATE / PROJECT LAYOUT/SWPPP	SBC	0%	Day 3 -	Day 10
Demo and haul off	SBC	0%	Day 5 -	Day 15
Grade / Stabilize road ways	SBC	0%	Day 12 -	Day 22
Concrete paving / curbing / cure time	SBC	0%	Day 22 -	Day 65
Rip rap and drainage	SBC	0%	Day 15 -	Day 35
Guard rails	SBC	0%	Day 30 -	Day 70
Hydroseed	SBC	0%	Day 65 -	Day 72
Punch list / final clean / De-mob	SBC	0%	Day 70 -	Day 78

Solid Bridge Construction LLC
Travis Hanus

Display Week:

1-Jan

TASK	ASSIGNED TO	PROGRESS	START	END
MOBILIZATION / Traffic Control	SBC	0%	Day 1 -	Day 7
UTILITY LOCATE / PROJECT LAYOUT/SWPPP	SBC	0%	Day 1 -	Day 10
Demo and haul off	SBC	0%	Day 5 -	Day 13
Rip rap and drainage	SBC	0%	Day 10 -	Day 17
Concrete mow strip	SBC	0%	Day 12 -	Day 20
Guard rails	SBC	0%	Day 15 -	Day 25
Hydroseed	SBC	0%	Day 22	Day 27
Punch list / final clean / De-mob	SBC	0%	Day 27	Day 30

Dilly Shaw Tap Road

Project Start:

1-Jan

Display Week:

TASK	ASSIGNED TO	PROGRESS	START	END
MOBILIZATION / Traffic Control	SBC	0%	Day 1 -	Day 7
UTILITY LOCATE / PROJECT LAYOUT/SWPPP	SBC	0%	Day 3 -	Day 10
Demo and haul off	SBC	0%	Day 5 -	Day 15
Grade / Stabilize road ways	SBC	0%	Day 12 -	Day 22
Concrete paving / curbing / cure time	SBC	0%	Day 22 -	Day 65
Rip rap and drainage	SBC	0%	Day 15 -	Day 35
Guard rails	SBC	0%	Day 30 -	Day 70
Hydroseed	SBC	0%	Day 65 -	Day 72
Punch list / final clean / De-mob	SBC	0%	Day 70 -	Day 78

Brazos County Bridge Scour repair

Kurten Cemetery Road

Solid Bridge Construction LLC
Travis Hanus

832-465-7424

Project Start:

Day 1

Display Week:

1-Jan

TASK	ASSIGNED TO	PROGRESS	START	END
MOBILIZATION / Traffic Control	SBC	0%	Day 1	Day 7
UTILITY LOCATE / PROJECT LAYOUT/SWPPP	SBC	0%	Day 3	Day 10
Demo and haul off	SBC	0%	Day 5	Day 15
Grade / Stabilize road ways	SBC	0%	Day 12	Day 22
Concrete paving / curbing / cure time	SBC	0%	Day 22	Day 65
Rip rap and drainage	SBC	0%	Day 15	Day 35
Guard rails	SBC	0%	Day 30	Day 70
Hydroseed	SBC	0%	Day 65	Day 72
Punch list / final clean / De-mob	SBC	0%	Day 70	Day 78

Fickey Road (001)

Solid Bridge Construction LLC
Travis Hanus

832-465-7424

Project Start:

Day 1

Display Week:

1-Jan

TASK	ASSIGNED TO	PROGRESS	START	END
MOBILIZATION / Traffic Control	SBC	0%	Day 1 -	Day 7
UTILITY LOCATE / PROJECT LAYOUT/SWPPP	SBC	0%	Day 3 -	Day 10
Demo and haul off	SBC	0%	Day 5 -	Day 15
Grade / Stabilize road ways	SBC	0%	Day 12 -	Day 22
Concrete paving / curbing / cure time	SBC	0%	Day 22 -	Day 65
Rip rap and drainage	SBC	0%	Day 15 -	Day 35
Guard rails	SBC	0%	Day 30 -	Day 70
Hydroseed	SBC	0%	Day 65 -	Day 72
Punch list / final clean / De-mob.	SBC	0%	Day 70 -	Day 78

Fickey Road (002)

Solid Bridge Construction LLC
Travis Hanus

832-465-7424

Project Start:

Day 1

Display Week:

1-Jan

TASK	ASSIGNED TO	PROGRESS	START	END
MOBILIZATION / Traffic Control	SBC	0%	Day 1 -	Day 7
UTILITY LOCATE / PROJECT LAYOUT/SWPPP	SBC	0%	Day 3 -	Day 10
Demo and haul off	SBC	0%	Day 5 -	Day 15
Grade / Stabilize road ways	SBC	0%	Day 12 -	Day 22
Concrete paving / curbing / cure time	SBC	0%	Day 22 -	Day 65
Rip rap and drainage	SBC	0%	Day 15 -	Day 35
Guard rails	SBC	0%	Day 30 -	Day 70
Hydroseed	SBC	0%	Day 65 -	Day 72
Punch list / final clean / De-mob	SBC	0%	Day 70 -	Day 78

Brazos County Bridge Scour repair Deep Well Road

Solid Bridge Construction LLC
Travis Hanus

832-465-7424

Project Start:

Day 1

Display Week:

1-Jan

TASK	ASSIGNED TO	PROGRESS	START	END
MOBILIZATION / Traffic Control	SBC	0%	Day 1	Day 7
UTILITY LOCATE / PROJECT LAYOUT/SWPPP	SBC	0%	Day 1	Day 10
Demo and haul off	SBC	0%	Day 5	Day 13
Rip rap and drainage	SBC	0%	Day 10	Day 17
Concrete mow strip	SBC	0%	Day 12	Day 20
Guard rails	SBC	0%	Day 15	Day 25
Hydroseed	SBC	0%	Day 22	Day 27
Punch list / final clean / De-mob	SBC	0%	Day 27	Day 30

**BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 25/26 - 3.04
11/4/2025**

[illegible]**General Fund**

Reallocation of funds to the appropriate account for the WordPress AI Tool that was approved in the FY 2026 Budget. This project falls under the Digital Services Officer position that was moved from Information Technology to County Judge.

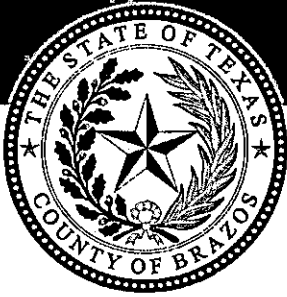
Date: 10/23/2025 SAM



County Judge Approval Date 11/4/25

ACTING

[illegible]



BRAZOS COUNTY
REQUEST FOR BUDGET AMENDMENT

Budget
Amendment
Number*

Budget Amendment Number

3.04

Agenda Date

11/4/2025

Fiscal Year

October 1 - September 30 2026

Requesting Department

BUDGET OFFICE

Requestors Name

Nina Payne

DECREASE EXPENDITURE(S):

1000 General Fund

From: Fund Number

DECREASE EXPENDITURE(S):

14000006 Information Technolog

From: Division Name

DECREASE EXPENDITURE(S):

60211000 Software - No Tag

From: Account Number

From: Amount

\$

2,000.00

AMOUNT OF DECREASE

Total

\$ 2,000.00

TOTAL AMOUNT OF DECREASE

INCREASE EXPENDITURE(S):

1000 General Fund

To: Fund Number

INCREASE EXPENDITURE(S):

10000100 County Judge - Admir

To: Division Name

INCREASE EXPENDITURE(S):

60211000 Software - No Tag

To: Account Number

To: Amount

\$

2,000.00

AMOUNT OF INCREASE

Total

\$ 2,000.00

TOTAL AMOUNT OF INCREASE

TO EXPLANATION AND SIGNATURE

Explanation

Explanation to reclassify budget to proper accounts:

Reallocation of funds to the appropriate account for the WordPress AI Tool that was approved in the FY 2026 Budget. This project falls under the Digital Services Officer position that was moved from Information Technology to County Judge.

File and Documentation

File Upload

Upload

RE_ Ken Smith Transfer.pdf

285.55KB

Signature

Initiator

Nina Payne

Department (?)

BUDGET OFFICE

Signature

Elected Official/Dept Head

Nina Payne

Comments

Elected Official/Dept Head Comments

Signature

Budget Officer Signature

Spencer A. Mays

Budget Officer Comments

CC Approval Oracle Posted

Sign

Completion Date

Date will be captured on form submission

Comments

Commissioners Court Decision Comments

From: Amanda C. Adams
To: Nina Payne; Eric V. Caldwell
Subject: RE: Ken Smith Transfer
Date: Thursday, October 23, 2025 1:55:21 PM
Attachments: KenSmith.xlsx

Hi Nina,

After looking over our budget again and confirming with Ken, we found one other item that needs to be moved over to County Judge's budget for Ken Smith. Please see below.

Item	Amount	Account Coding
WordPress AI Tools for our Websites	\$2,000.00	14000006-60211000

We requested this as a CIP, but were later told to add it as M&O.

Sorry for missing this with the other breakdown of funds.

Let me know if you have any questions.

Thank you,

Amanda Adams

Administrative Assistant
Brazos County Information Technology Department
979-361-4572 – Office
979-321-2863 – Cell

From: Nina Payne <npayne@brazoscountytexas.gov>
Sent: Wednesday, October 8, 2025 3:18 PM
To: Amanda C. Adams <ACAdams@brazoscountytexas.gov>
Subject: RE: Ken Smith Transfer

Yes the 28th.

Nina N. Payne
Budget Officer, Brazos County
Brazos County Administration Building
200 South Texas Avenue
Brazos County, Texas 77803
tel. (979)361-4186
fax (979)361-4503

ATTENTION PUBLIC OFFICIALS (elected and/or volunteers): A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act. If replying, please reply only to the sender.

From: Amanda C. Adams <ACAdams@brazoscountytexas.gov>
Sent: Wednesday, October 8, 2025 3:15 PM
To: Nina Payne <npayne@brazoscountytexas.gov>; Eric V. Caldwell <ecaldwell@brazoscountytexas.gov>
Subject: RE: Ken Smith Transfer

Sounds good! Thanks for your help with this.

I will update our files to reflect the changes with the BA.

Will this be going on court 10/28?

Thank you,

Amanda Adams

Administrative Assistant
Brazos County Information Technology Department
979-361-4572 – Office
979-321-2863 – Cell

From: Nina Payne <npayne@brazoscountytexas.gov>
Sent: Wednesday, October 8, 2025 2:52 PM
To: Amanda C. Adams <ACAdams@brazoscountytexas.gov>; Eric V. Caldwell <ecaldwell@brazoscountytexas.gov>
Subject: RE: Ken Smith Transfer

Amanda,

I will complete the BA to move (in green) to the County Judge's budget. The \$800 will remain in IT's budget since it was charged on the credit card.

Please let me know if you have any questions.

Item	Amount	Account Coding
National Association of Government Web Professionals (NAGW) Dues	\$225.00	14000100-61280000
County cell phone - \$43.30/month for 12 months	\$519.60	14000100-61750000
NAGW Conference Registration (10/14/25 - 10/17/25)	\$800.00	14000100-61110000
NAGW Conference Travel	\$2,100.00	14000100-61801000
Laserfiche Empower Conference Registration (4/26/26 - 4/30/26)	\$1,500.00	14000100-61110000
Laserfiche Empower Conference Travel	\$2,400.00	14000100-61801000

Thanks,
Nina N. Payne
Budget Officer, Brazos County
Brazos County Administration Building
200 South Texas Avenue
Brazos County, Texas 77803
tel. (979)361-4186
fax (979)361-4503

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From: Amanda C. Adams <ACAdams@brazoscountytexas.gov>
Sent: Thursday, September 11, 2025 1:13 PM
To: Nina Payne <npayne@brazoscountytexas.gov>; Eric V. Caldwell <ecaldwell@brazoscountytexas.gov>;
Cc: Kyle J. Kacal <kjkacal@brazoscountytexas.gov>
Subject: RE: Ken Smith Transfer

Hi Nina,

Please see below for the itemized breakdown of funds allocated for Ken for FY26.

Item	Amount	Account Coding
National Association of Government Web Professionals (NAGW) Dues	\$225.00	14000100-61280000
County cell phone - \$43.30/month for 12 months	\$519.60	14000100-61750000
NAGW Conference Registration (10/14/25 - 10/17/25)	\$800.00	14000100-61110000
NAGW Conference Travel	\$2,100.00	14000100-61801000
Laserfiche Empower Conference Registration (4/26/26 - 4/30/26)	\$1,500.00	14000100-61110000
Laserfiche Empower Conference Travel	\$2,400.00	14000100-61801000

Please note we have already prepaid for the registration for the NAGW conference for \$575.00 using my county credit card on PO 250004738.

If there's anything else you need, please let me know.

Thank you,

Amanda Adams

Administrative Assistant
Brazos County Information Technology Department
979-361-4572 - Office
979-321-2863 - Cell

From: Nina Payne <nayn@brazoscountytexas.gov>
Sent: Thursday, September 11, 2025 11:44 AM
To: Eric V. Caldwell <ericv@brazoscountytexas.gov>
Cc: Kyle J. Kacal <kjacal@brazoscountytexas.gov>; Amanda C. Adams <ACAAdams@brazoscountytexas.gov>
Subject: Ken Smith Transfer
Importance: High

Eric,

Please send me an itemized breakdown of the FY 2026 budget you allocated for Ken (e.g., travel, conferences, cell phone, etc.). I plan to prepare a budget amendment in October to move these funds from Information Technology - Administration to the County Judge.

Kindly include account numbers, line descriptions, and amounts for each item. Please send this to me no later than Friday, September 19, 2025, so I have sufficient time to draft the amendment.

Thank you,
Nina N. Payne
Budget Officer, Brazos County
Brazos County Administration Building
200 South Texas Avenue
Brazos County, Texas 77803
tel. (979)361-4186
fax (979)361-4503

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**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources

NUMBER:

DATE OF COURT MEETING: 11/4/2025

ITEM: • Approval of Personnel Change of Status

TO: Commissioners Court

DATE: 10/28/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

NOTES/EXCEPTIONS: Human Resources is requesting the approval of the following Personnel Action Forms (PAFs). A list of departments is included on the attached coversheet. All positions have been reviewed and verified that they fall within budget guidelines. Consequence of non-approval would be to the employee pay and/or position.

ATTACHMENTS:

File Name

[Cover Sheet.pdf](#)

Description

Cover Sheet

Type

Cover Memo

Personnel Change of Status

(Oct 28, 2025)

Commissioners' Court Date: 11-04-2025
Department Submitting Information: Human Resources
Purpose of Submissions: Consider and Take Action on Change

Employment

Department Name	Employee Name
County Court at Law #2 - Administration	Austin, Lindsey
District Attorney - Administration	Coronado, Brandon

Separations

Department Name	Employee Name
County Court at Law #2 - Administration	Cooksey, Christina
Exposition Center - Administration	Penny, Morgan
Juvenile Services - Administration Probation	Criddle, Steven
Juvenile Services - Detention	Carson, Joe*
Sheriff Office - Jail Administration	Chappell, Tyler
Sheriff Office - Jail Administration	Martinez, Bryan
Sheriff Office - Jail Administration	Rodriguez, Tiffanie

Personnel Action Forms

Department Name	Employee Name
District Attorney - Administration	Capps, Kevin
District Attorney - Administration	Hebert, Jennifer
District Attorney - Administration	Jordan, Jordan
District Attorney - Administration	Porter, Rachel
District Clerk - Administration	Stovall, Jerry
Juvenile Services- Detention	Thomas, Markell
Sheriff Office - CSISD School Security	Acosta, Jaime
Sheriff Office - Jail Administration	Harris, Ashley
Sheriff Office - Jail Administration	Nance, Rickey
Tax Assessor - Collector - Administration	Becerra, Carolyn
Tax Assessor - Collector - Administration	Durrett, Niki
Tax Assessor - Collector - Administration	Hill, Jon
Tax Assessor - Collector - Administration	Hines, Angela
Tax Assessor - Collector - Administration	Manchaca, Kristi

Tax Assessor - Collector - Administration	Moore, Michele
Tax Assessor - Collector - Administration	Moore, Tommie
Tax Assessor - Collector - Administration	Radke, Tracy
Tax Assessor - Collector - Administration	Robinson, Arquetta
Tax Assessor - Collector - Administration	Stanley, Carri
Tax Assessor - Collector - Administration	Stratton, Gary
Tax Assessor - Collector - Administration	Taplin Sweed, Yolanda

Approved in Commissioners' Court:

County Judge's or Commissioner's Signature: _____


 KYLE BACAL
 ACTING COUNTY JUDGE



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 11/4/2025
ITEM: • Approval of Payment of Claims
TO: Commissioners Court
DATE: 10/29/2025
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
Bill List Commissioners Court PUBLIC 11.04.25.pdf	Bill List Public	Backup Material



Commissioners Court Approval of Claims Summary

November 4, 2025

Accounts Payable

Payment Date	Amount	Beginning	Ending	Type
10/23/2025	\$ 116,467.03	8212624	8212631	Utilities & Credit Card Bills
10/23/2025	\$ 300.00	8212632	8212632	Restitution
10/23/2025	\$ 13,902.29	8212633	8212639	Payroll AP
11/4/2025	\$ 764,336.09	8212640	8212735	AP
10/23/2025	\$ 295.00	9206063	9206063	Utilities & Credit Card Bills
10/23/2025	\$ 2,125.00	9206064	9206065	Payroll AP
10/27/2025	\$ 4,632.45	9206066	9206069	Travel Advance
11/4/2025	\$ 3,251,487.88	9206070	9206132	AP

Jury

Payment Date	Amount

Payroll

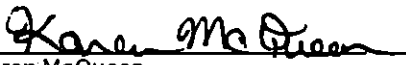
Payment Date	Amount	Type

Wire/ TexNet

Payment Date	Amount	Number	Description
10/29/2025	\$ 1,000,000.00	2026 -12	OPEB
10/29/2025	\$ 20,000.00	2026-13	OPEB-HEALTH DISTRICT

Pursuant to Order 25-027 certain claims are approved for payment by the Commissioners Court if approved through the audit process. Payments are then presented to Commissioners Court at a subsequent meeting. These include Payroll and payroll related claims, utilities and telecommunications services, and credit card bills.

ATTEST:


Karen McQueen
County Clerk


Chris F. Repilly
Chief Deputy

APPROVED:


Kyle Kacal
Acting County Judge

11/4/25
Date

Bill List Commissioners Court

Time run: 10/29/2025 11:27:11 AM

Payment Date 10/23/2025

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
10/23/2025	01000-11000500-61880000-00000-0000-000000	General Fund-Non-Departmental-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000589	2043085 0925	394.73
					250000590	2043084 0925	195.90
	01000-11010000-61750000-00000-0000-000000	General Fund-Court Support \- Criminal-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000952	287310367730X10082025 A	43.27
	01000-11100000-61880000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	260000400	2016104 1025	757.79
	01000-11210020-61880000-00000-0000-000000	General Fund-Elections Administrator-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000598	2046467 0925	534.29
	01000-12500100-61750000-00000-0000-000000	General Fund-Risk Management \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250000139	287310455953X10082025	78.70
	01000-14000006-61880000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Utilities Expenditure-No Value-No Value-No Value	97206	Optim*****	260000092	07707-146117-01-1 OCT 25	256.74
	01000-14000100-61680000-00000-0000-000000	General Fund-Information Technology \- Administration-Training-No Value-No Value-No Value	93466	US Ba*****ciation Inc	260000817	INV-ASAP10255038	295.00
	01000-17000100-61880000-00000-0000-000000	General Fund-Facilities Services \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000608	2409871 0925	353.83
	01000-18000100-61218000-00000-0000-000000	General Fund-County Attorney \- Administration-Court Costs \- Mental Cases-No Value-No Value-No Value	93832	Montg*****	250005178	25-20992	425.00
	01000-19000100-61520000-00000-0000-000000	General Fund-District Attorney \- Administration-Recruiting-No Value-No Value-No Value	95956	Diner*****	260000827	5262767	275.00
	01000-19000100-61801000-00000-0000-000000	General Fund-District Attorney \- Administration-Travel-No Value-No Value-No Value	95956	Diner*****	260000743	A55CBJ	248.96
	01000-19000100-61970000-00000-0000-000000	General Fund-District Attorney \- Administration-Witness Reimbursement-No Value-No Value-No Value	95956	Diner*****	260000772	SWVTJG	472.37
					260000821	SDJXQP	783.96
	01000-23100100-61750000-00000-0000-000000	General Fund-County Court at Law #2 \- Administration-Telephone/Data \- Cellular-No	11846	AT&T *****		287310377781x10082025	81.50

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
10/23/2025		Value-No Value-No Value					
	01000-24401100-61750000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 4 \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	11846	AT&T *****	250001407	287310455307X10082025*	113.72
	01000-26002000-61730000-00000-0000-000000	General Fund-Health Department \- Support-Telephone \- Long Distance-No Value-No Value-No Value	16011	Depar*****tion Resources		26090870N	0.91
	01000-26002000-61880000-00000-0000-000000	General Fund-Health Department \- Support-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000615	2063650 0925	2,800.14
	01000-28000100-61880000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	260000349	2213212 1025	5,131.45
	01000-28002000-61880000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000326	2295873 0925	791.85
					250000327	2293418 0925	249.00
					250000328	2043082 0925	32,990.21
					250000329	2042927 0925	15,025.65
					250000330	2427489 0925	989.41
	01000-30101100-61801000-00000-0000-000000	General Fund-Constable Precinct 1 \- Administration-Travel-No Value-No Value-No Value	95956	Diner*****		412250 42506	138.55 264.08
	01000-30201100-61750000-00000-0000-000000	General Fund-Constable Precinct 2 \- Administration-Telephone/Data \- Cellular-No Value-No Value-No Value	97548	Veriz*****	250000144	6125316675	334.98
	01000-31000220-61880000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	260000291	2046379 1025	1,040.71
					260000339	2046376 1025	10,670.57
					260000385	2222795 1025	175.59
	01000-35500100-61801000-00000-0000-000000	General Fund-Emergency Management \- Administration-Travel-No Value-No Value-No Value	95956	Diner*****		581551119	17.99
						595722073	(44.32)
						90671333162626-2	19.67
	01000-36000100-61880000-00000-0000-000000	General Fund-Exposition Center \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000616	2337552 0925	173.20
					250000617	2212628 0925	2,279.26
					250000618	2300181 0925	2,776.49
					250000619	2212627 0925	5,393.53
					250000620	2212626 0925	11,921.93
					250000621	2212625 0925	6,393.73
					250000623	2212630 0925	18.30
					250000625	2380284 0925	282.36
					250000626	2306756 0925	320.22
					250000627	2382791 0925	77.51
					250000628	2382874 0925	15.50

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
10/23/2025	01000-36500100-61880000-00000-0000-000000	General Fund-Brazos Center \- Administration-Utilities Expenditure-No Value-No Value-No Value	20	Bryan*****	250000629	2031841 0925	542.29
					250000630	2031846 0925	7,185.29
					250000631	2031845 0925	102.36
					250000632	2031847 0925	38.75
					250000634	2033340 0925	18.78
					260000317	2031848 1025	187.12
	01000-56001000-61880000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Utilities Expenditure-No Value-No Value-No Value	1038	Wicks***** Utility District	250000334	107194 0925	258.61
			20	Bryan*****	250000639	2043190 0925	1,192.90
					250000640	2042812 0925	326.85
					250000641	2342538 0925	18.36
					250000668	2042813 0925	1,147.22
	01000-56005000-61880000-00000-0000-000000	General Fund-Environmental Protection-Utilities Expenditure-No Value-No Value-No Value	1038	Wicks***** Utility District	250000334	115970 0925	34.07
			20	Bryan*****	250000337	2075791 0925	23.82
					250000338	2077216 0925	41.39
					250000339	2075818 0925	63.32
					250000340	2075769 0925	0.12
					250000341	2075420 0925	21.55
	60000-00000000-31120000-00000-0000-000000	Payroll Fund-No Value-Deferred Compensation \- Nationwide-No Value-No Value-No Value	3382	Natio***** Solutions		10.17.25	8,210.18
	60000-00000000-31125000-00000-0000-000000	Payroll Fund-No Value-Deferred Compensation \- Secur Benefit-No Value-No Value-No Value	6165	Secur***** Insurance Co		10.17.25	1,175.00
	60000-00000000-31128000-00000-0000-000000	Payroll Fund-No Value-Deferred Compensation \- VALIC-No Value-No Value-No Value	10789	Varia***** Insurance Co Inc		10.17.25	3,586.35
	60000-00000000-31150000-00000-0000-000000	Payroll Fund-No Value-County Property Tax Payable-No Value-No Value-No Value	21268	Braso*****		10.17.25-GH	100.00
	60000-00000000-31204100-00000-0000-000000	Payroll Fund-No Value-Withholding \- Child Care-No Value-No Value-No Value	101387	Peder*****		DCA 10.17.2025 ZP	950.00
	60000-00000000-31236000-00000-0000-000000	Payroll Fund-No Value-Withholding \- Consecol-Cancer Ins-No Value-No Value-No Value	3436	WILCA***** Company		O2575768	12.90
	60000-00000000-31244000-00000-0000-000000	Payroll Fund-No Value-Withholding \- Levy-Bankruptcy-No Value-No Value-No Value	94674	Peake*****		10.17.25-GM	618.47
	60000-00000000-31600000-00000-0000-000000	Payroll Fund-No Value-Withholding \- United Way-No Value-No Value-No Value	3395	Unite*****zos Valley		10.17.25	25.15
	97000-556300-53330000-00000-0000-000000	CSCD \- Community Supervision-Specialty Court Program \- Administration-CSCD Medical Health Benefit-No Value-No Value-No Value	10022	Texas*****riminal Justice		100125-103125	1,349.24
Grand							132,789.32

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
Total							

Payment Date 10/27/2025

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
10/27/2025	01000-00000000-20000100-00000-0000-000000	General Fund-No Value-Cash Advance \- Subledger Total-No Value-No Value-No Value	Employee	Kaish*****		ADV000339637297	602.66
				Krist*****		ADV000330940572	1,094.99
	91000-00000000-20000100-00000-0000-000000	Health \- County Health District-No Value-Cash Advance \- Subledger Total-No Value-No Value-No Value	Employee	Aaliy*****		ADV000336583098	1,467.40
				Felic*****rd		ADV000336588154	1,467.40
Grand Total							4,632.45

Payment Date 11/4/2025

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
11/4/2025	01000-00000000-20000100-00000-0000-000000	General Fund-No Value-Cash Advance ↳ Subledger Total-No Value-No Value-No Value	Employee	Apoli*****		TRVL000340102303	(852.71)
				Natal*****el		TRVL000337747969	(550.00)
				Natha*****		TRVL000340165949	(550.00)
				Shawn*****		TRVL000340102358	(852.71)
	01000-00000000-26930000-00000-0000-000000	General Fund-No Value-Prepaid Contracts-No Value-No Value-No Value	11714	Hart *****	260000877	INV004170	29,124.00
	01000-00000000-26940000-00000-0000-000000	General Fund-No Value-Prepaid Conference and Seminars-No Value-No Value-No Value	20012	Texas*****County Auditors	250004795	373232*	350.00
	01000-00000000-30009300-00000-0000-000000	General Fund-No Value-A/P Justice of the Peace ↳ Omnibase Svcs Inc-No Value-No Value	94568	Omnib*****Texas LP		325-012021	300.00
	01000-00000000-30340000-00000-0000-000000	General Fund-No Value-Deposits Payable ↳ Brazos Center-No Value-No Value-No Value	100967	Aguil*****fund		19659	75.00
			103468	Gamb*****Refund		19583	150.00
			103469	Pleas*****t Church College Station - Refund		19573	350.00
			103470	Life ***** Refund		24449	150.00
			103490	Texas*****ociation - Refund		19580	150.00
	01000-10002000-61801000-00000-0000-000000	General Fund-Veteran Services-Travel- No Value-No Value-No Value	Employee	Kale *****		TRVL000339631695+2	530.80
	01000-11000100-60170000-00000-0000-000000	General Fund-Commissioners Court ↳ Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	94806	Perry	260000932	IN-1595347	289.74
	01000-11000100-60600000-00000-0000-000000	General Fund-Commissioners Court ↳ Administration-Office Supplies-No Value- No Value-No Value	97596	Amazo*****	260000828	1HG1-V4GK-NN7L	45.52
	01000-11000100-61801000-00000-0000-000000	General Fund-Commissioners Court ↳ Administration-Travel-No Value-No Value-No Value	Employee	Adria*****s		TRVL000339643312	1,003.44
				Frede*****		TRVL000339643250	1,028.47
				Wanda*****		TRVL000339643394	774.62
	01000-11000500-71025000-00000-0000-000000	General Fund-Non-Departmental- Contract Services-No Value-No Value- No Value	95229	Park *****Owners Association		3321	2,702.25
					260000879	3355	2,702.25
	01000-11002000-73120000-00000-0000-000000	General Fund-Community Support- Brazos Animal Shelter-No Value-No Value-No Value	938	Aggie*****ety	260000430	2025111-26-010	21,770.83
	01000-11002000-73180000-00000-0000-000000	General Fund-Community Support- Brazos Valley Council Of Government- No Value-No Value-No Value	10231	Brazo***** of Government	260000920	09666	18,531.21
	01000-11010000-61210000-00000-0000-000000	General Fund-Court Support ↳ Criminal- Court Costs-No Value-No Value-No Value	93937	Kirby*****		25-1004	1,037.00
	01000-11010000-71025000-00000-0000-000000	General Fund-Court Support ↳ Criminal- Contract Services-No Value-No Value- No Value	10803	Texas*****ublic Safety		263001	12,577.31
	01000-11010000-72201000-00000-1104-000000	General Fund-Court Support ↳ Criminal- Court Appointed Attorneys ↳ County Court at Law #1-No Value-Adult Misdemeanor-No Value	102584	The M*****		2501421	650.00
						2501751	650.00
			103476	Thoma*****		2501043	650.00
						2501252	75.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
11/4/2025	01000-11010000-72201000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- County Court at Law #1-No Value-Adult Misdemeanor-No Value	103476	Thoma*****		2502675*	650.00
						2502911	75.00
						2502912	75.00
			91523	Hema*****		2503482	650.00
			95315	Law O*****Maltsberger		2403378	650.00
			95611	Law O*****helps, PC, The		2400666	650.00
						2500744	650.00
						2500746	75.00
						2502696	650.00
			97088	Cagle***** , The		2503188	650.00
	01000-11010000-72202000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- County Court at Law #2-No Value-Adult Misdemeanor-No Value	103476	Thoma*****		2400893	650.00
			801423	Davis*****		2502188	650.00
			802009	Gribb*****I		2500378	650.00
			802205	Cune,*****		2502497	650.00
						2503192	650.00
			95611	Law O*****helps, PC, The		2404788	650.00
	01000-11010000-72203000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- Preindictment/Dismissal-No Value-Adult Felony-No Value	102828	Sarah*****LLC		Unfiled Felony 102125	75.00
			95611	Law O*****helps, PC, The		Unindicted 102425	1,000.00
						Unindicted Felony 102425	1,000.00
	01000-11010000-72203000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- Preindictment/Dismissal-No Value-Adult Misdemeanor-No Value	103295	Rodri*****LLC		Rejected 102025	650.00
			802205	Cune,*****		Refused 102725	650.00
			95611	Law O*****helps, PC, The		Refused 102425	650.00
	01000-11010000-72204000-00000-1100-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 472nd-No Value-Juvenile-No Value	801423	Davis*****		273-J-24 102025	800.00
			96520	Thoma*****		196-J-2025 102025	36.00
						228-J-2025 102025	45.00
						272-J-2024 102025	35.00
						313-J-2023 102025	34.00
	01000-11010000-72205000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 85th-No Value-Adult Felony-No Value	100000	Law O*****Andreski, PC		2502363	1,000.00
			103295	Rodri*****LLC		2101448	1,000.00
						2402772	1,000.00
			801423	Davis*****		2403796	1,000.00
			805046	Gusti*****orney PLLC		2502328	270.00
						2502329	265.00
						2502330	260.00
						2502331	255.00
						2502332	250.00
			91346	Flani*****d		2201499	950.00
			91624	James*****		1603760	1,000.00
						2500834	1,650.00
	01000-11010000-72205000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 85th-No Value-Adult Misdemeanor-No Value	95611	Law O*****helps, PC, The		2201624	1,000.00
			100000	Law O*****Andreski, PC		2205255	650.00
			91346	Flani*****d		2102939	425.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
11/4/2025	01000-11010000-72205000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 85th-No Value-Adult Misdemeanor-No Value	91346	Flani*****d		22003350	150.00
						2204783	125.00
						2300730	200.00
						2402176	100.00
	01000-11010000-72206000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Felony-No Value	96520	Thoma*****		2503847	1,000.00
			102584	The M*****		2503604	1,000.00
			802183	Greav*****		2303135	1,000.00
						2304004	3,700.00
						2304235	1,200.00
						2402376	900.00
			805046	Gusti*****orney PLLC		2404736	1,000.00
			91346	Flani*****d		2201814	1,350.00
			95315	Law O*****Maltsberger		2302356	300.00
						2302357	290.00
						2501463	280.00
						2501464	270.00
						2502955	260.00
						2502956	250.00
						2503620	1,000.00
			96520	Thoma*****		2300870	1,000.00
	01000-11010000-72206000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 272nd-No Value-Adult Misdemeanor-No Value	102584	The M*****		2502797	650.00
			802183	Greav*****		2002875	450.00
						2101451	1,500.00
						2103521	400.00
						2104634	500.00
						2202015	625.00
						2202171	550.00
						2202628	600.00
						2302985	650.00
						2500688	650.00
			805046	Gusti*****orney PLLC		2500584	650.00
			91346	Flani*****d		2002914	475.00
						2200703	650.00
			95315	Law O*****Maltsberger		2204440	125.00
						2301489	115.00
						2302814	110.00
						2402578	50.00
						2403768	650.00
			96520	Thoma*****		2404245	650.00
	01000-11010000-72206300-00000-1102-000000	General Fund-Court Support \- Criminal-Other Litigation Expenses \- 272nd-No Value-Adult Felony-No Value	802183	Greav*****		2304004	205.50
	01000-11010000-72207000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 361st-No	102828	Sarah*****LLC		1602208	1,000.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
11/4/2025	01000-11010000-72207000-00000-1102-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 361st-No Value-Adult Felony-No Value	103295	Rodri*****LLC		2300871	1,750.00
			801423	Davis*****		2203105	2,000.00
						2302974	1,000.00
			805046	Gusti*****orney PLLC		2500658	1,000.00
			95315	Law O*****Maltsberger		2502333	1,000.00
	01000-11010000-72207000-00000-1104-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- 361st-No Value-Adult Misdemeanor-No Value	805046	Gusti*****orney PLLC		2403506	75.00
						2502838	75.00
						2503247	75.00
						2503280	650.00
			95315	Law O*****Maltsberger		2402316	650.00
						2402497	25.00
						2402889	75.00
	01000-11010000-72207100-00000-1102-000000	General Fund-Court Support \- Criminal-Investigator Fees \- 361st-No Value-Adult Felony-No Value	102828	Sarah*****LLC		1602208	500.00
	01000-11010000-72208000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Appointed Attorneys \- Juvenile-No Value-No Value-No Value	102636	Gendr*****	260000918	Nov-2025	28,125.00
						Oct232025	28,125.00
	01000-11010000-72209000-00000-0000-000000	General Fund-Court Support \- Criminal-Court Appointed Interpreter-No Value-No Value-No Value	92425	Zaval*****		25-1008	498.40
						25-1012	498.40
	01000-11020000-61020000-00000-0000-000000	General Fund-Court Support \- Civil-Autopsy-No Value-No Value-No Value	90303	Hilli*****		9432	500.00
						9433	500.00
						9434	500.00
						9435	500.00
						9436	500.00
						9437	500.00
						9438	500.00
	01000-11020000-61931000-00000-0000-000000	General Fund-Court Support \- Civil-Visiting Judges \- Expenses-No Value-No Value-No Value	103190	Towsl*****L		10825-85	0.00
	01000-11020000-71040000-00000-0000-000000	General Fund-Court Support \- Civil-Contract Placement \- Secure-No Value-No Value-No Value	96757	Rite *****		I-48501	26,550.00
						I-48740	35,400.00
						I-48853	9,750.00
	01000-11020000-72192000-00000-0000-000000	General Fund-Court Support \- Civil-Guardian Ad \- LITEM-No Value-No Value-No Value	802284	Voice*****nc	250000779	April-June 2025	8,736.00
	01000-11020000-72209000-00000-0000-000000	General Fund-Court Support \- Civil-Court Appointed Interpreter-No Value-No Value-No Value	802262	Harwe*****and Translation LLC		6129	220.00
	01000-11023610-72110000-00000-1005-000000	General Fund-Court Support \- Child Protective Svc \- 361st-Attorney Fees-No Value-Children-No Value	102621	Law O*****Medina PLLC		24003010 102125 390	390.00
			95968	Forem*****LC		21000152 102125 40	40.00
	01000-11023610-72110000-00000-1105-000000	General Fund-Court Support \- Child Protective Svc \- 361st-Attorney Fees-No Value-Adult Misdemeanor Appeals-No Value	102621	Law O*****Medina PLLC		24003574 102125 205	205.00
	01000-11024720-72110000-00000-1001-000000	General Fund-Court Support Child	101281	McKer*****		25000377 102425 460	460.00

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11/4/2025	01000-11024720-72110000-00000-1001-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Custodial Parents-No Value	101623	Buck *****		25001084 102125 490	490.00
			102621	Law O*****Medina PLLC		23003280 102125 300	300.00
						24003097 102125 270	270.00
						24003568 102125 120	120.00
						24003593 102125 140	140.00
						24003652 102225 175	175.00
						25000567 102225 180	180.00
						25000939 102225 510	510.00
						25001791 102225 240	240.00
						25002160 102225 430	430.00
						25002839 102225 500	500.00
	01000-11024720-72110000-00000-1002-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Non Custodial Parents-No Value	101281	McKer*****		24003652 102025 800	800.00
						25001791 102425 230	230.00
			101623	Buck *****		24003138 102125 700	700.00
			102621	Law O*****Medina PLLC		24000968 102125 220	220.00
						24001551 102125 60	60.00
						24001700 102125 240	240.00
	01000-11024720-72110000-00000-1005-000000	General Fund-Court Support Child Protective Svc \- 472nd-Attorney Fees-No Value-Children-No Value				25002129 102225 655	655.00
			101281	McKer*****		24001789 102025 70	70.00
						24003551 102025 360	360.00
						25000939 102025 670	670.00
						25001084 102425 120	120.00
						25001166 102425 240	240.00
			101623	Buck *****		24001551 102025 300	300.00
						25001319 102025 830	830.00
			102621	Law O*****Medina PLLC		24001955 102125 520	520.00
						25000299 102225 310	310.00
						25002035 102225 465	465.00
			95968	Forem*****LC		24003593 102125 1150	1,150.00
			97403	Naeem*****		23003262 102125 120	120.00
						23003280 102025 820	820.00
	01000-11028500-72110000-00000-1001-000000	General Fund-Court Support \- Child Protective Svc \- 85th-Attorney Fees-No Value-Custodial Parents-No Value	102621	Law O*****Medina PLLC		25001042 102125 125	125.00
	01000-11028500-72110000-00000-1002-000000	General Fund-Court Support \- Child Protective Svc \- 85th-Attorney Fees-No Value-Non Custodial Parents-No Value	101623	Buck *****		24001660 101625 1310	1,310.00
	01000-11028500-72110000-00000-1005-000000	General Fund-Court Support \- Child Protective Svc \- 85th-Attorney Fees-No Value-Children-No Value	95968	Forem*****LC		21002142 102125 495	495.00
	01000-11100000-65720000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Shop Supplies-No Value-No Value-No Value	101274	AutoZ*****	260000299	03966021434	15.35
			11682	Napa *****	260000305	448145	119.88
			3354	O'Rei*****	260000309	2016-388002	6.87
						2016-388007	144.95
			97311	Kimba*****	260000253	103827084	1,716.86

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
11/4/2025	01000-11100000-65720000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Shop Supplies-No Value-No Value-No Value	97311	Kimba*****	260000253	103856694	117.85
	01000-11100000-65950000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Vehicle Maintenance-No Value-No Value-No Value	102326	BDS T***** LP	260000255	70396	95.00
			11682	Napa *****	260000268	70997	95.00
			3354	O'Rei*****	260000218	447684	380.70
						2016-387273	44.60
						2016-387809	42.48
						2016-387907	26.29
						2016-387924	179.93
						2016-388017	21.65
						2016-388248	167.90
						2016-388347	178.60
						2016-388551	226.12
						2016-388581	27.44
						2016-388583	74.43
						2016-389877	525.79
						2016-389888	91.08
						2016-389893	174.91
			96665	Colle*****Lincoln LLC	260000475	423435	384.74
	01000-11100000-71512000-00000-0000-000000	General Fund-Fleet Shop \- Light Equipment \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	260000153	2960153729	23.22
						2960154690	23.22
	01000-11200200-61060000-00000-0000-000000	General Fund-Collections \- Administration-Bonds-No Value-No Value	103396	HUB J*****	260000966	37943	274.00
	01000-11210020-71020000-00000-0000-000000	General Fund-Elections Administrator-Computer Contracts-No Value-No Value-No Value	101642	Vista***** LP	260000878	12334-2	1,148.77
			11714	Hart *****	260000877	INV004170	87,372.00
	01000-14000006-60211000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Software \- No Tag-No Value-No Value-No Value	1335	Avine*****	260000665	334101	8,000.00
	01000-14000006-60500000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Equipment & I.T. Enhancement-No Value-No Value-No Value	96813	MNJ T*****ct Inc	260000682	CINV004119415	1,566.72
	01000-14000006-61680000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Training-No Value-No Value-No Value	11978	SHI G*****ons Inc	260000880	GB00574008	24,563.00
	01000-14000006-71020000-00000-0000-000000	General Fund-Information Technology \- Non Capital-Computer Contracts-No Value-No Value-No Value	11978	SHI G*****ons Inc	260000869	GB00573936	43,355.41
					260000881	GB00574009	7,568.00
	01000-14500006-65051000-00000-0000-000000	General Fund-Project Management \- Non Capital-Air Conditioning/Heating Maintenance-No Value-No Value-No Value	103340	Carri*****rvices	250004246	90490219	89,250.00
	01000-14500006-72590000-00000-0000-000000	General Fund-Project Management \- Non Capital-Professional Fees \- Other-No Value-No Value-No Value	102961	Tom G***** Engineers Inc	250004203	12006707	5,495.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
11/4/2025	01000-15000100-60170000-00000-0000-000000	General Fund-Human Resources \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	91018	Stapl*****mmercial Inc	260000429	6045923869	291.20
	01000-15000100-60350000-00000-0000-000000	General Fund-Human Resources \- Administration-Food and Food Supplements-No Value-No Value-No Value	16490	Wal-M*****c	260000261	TR# 01753	36.41
			9467	Jason*****	260000428	TR# 02653	884.47
	01000-15000100-60500000-00000-0000-000000	General Fund-Human Resources \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	91018	Stapl*****mmercial Inc	260000429	251003003080125	838.54
						6045923851	49.96
	01000-15000100-60600000-00000-0000-000000	General Fund-Human Resources \- Administration-Office Supplies-No Value-No Value-No Value	91018	Stapl*****mmercial Inc	260000429	6045923851	49.53
						6045923869	16.62
	01000-15000100-61240000-00000-0000-000000	General Fund-Human Resources \- Administration-Drug Testing-No Value-No Value-No Value	97285	Any T*****	260000789	12283	340.00
	01000-15000100-61295000-00000-0000-000000	General Fund-Human Resources \- Administration-Employment Investigations-No Value-No Value-No Value	102239	Imper*****n Group Inc	260000831	273543	596.00
	01000-15000100-61520000-00000-0000-000000	General Fund-Human Resources \- Administration-Recruiting-No Value-No Value-No Value	8441	Hobby*****Centers	260000258	T3909	56.15
			91018	Stapl*****mmercial Inc	260000429	T4128	48.79
						6045923865	209.23
						6045923873	174.45
	01000-16000100-60600000-00000-0000-000000	General Fund-County Auditor \- Administration-Office Supplies-No Value-No Value-No Value	94914	4 Imp*****	260000231	14371571	2,290.21
			94806	Perry	260000854	IN-1595144*	79.44
	01000-16000100-61801000-00000-0000-000000	General Fund-County Auditor \- Administration-Travel-No Value-No Value-No Value	Employee	Marci*****		TRVL000339586873	947.63
	01000-16000100-71025000-00000-0000-000000	General Fund-County Auditor \- Administration-Contract Services-No Value-No Value-No Value	101724	The G*****	260000700	000130	4,000.00
	01000-16500100-61110000-00000-0000-000000	General Fund-Purchasing \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	93630	Texas*****ng Association	260000655	2172	1,500.00
	01000-17000100-65050000-00000-0000-000000	General Fund-Facilities Services \- Administration-Building Maintenance-No Value-No Value-No Value	11869	Lowes*****	260000314	981366	79.76
			288	Griff*****ardware	260000167	212630	10.00
						212674	31.85
			7480	Ameri*****r	260000687	108341	295.00
			95001	Sherw*****nc	260000184	7793-0	19.39
						7818-5	36.58
			96213	Acme *****rdware	260000057	4133561	189.30
			97596	Amazo*****	260000693	1L9V-CMLP-6LGT	1,290.08
					260000786	1CGK-3F9K-76GY	93.22
	01000-17000100-65051000-00000-0000-000000	General Fund-Facilities Services \- Administration-Air Conditioning/Heating Maintenance-No Value-No Value-No	321	Johns*****	260000200	10446367	120.00
			97431	Johns*****llege Station	260000201	5004716	328.05

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
11/4/2025	01000-17000100-65051000-00000-0000-000000	General Fund-Facilities Services \- Administration-Air Conditioning/Heating Maintenance-No Value-No Value-No Value					
	01000-17000100-65053000-00000-0000-000000	General Fund-Facilities Services \- Administration-Electrical System Maintenance-No Value-No Value-No Value	20925	Ellio*****ly	260000194	47-79428-01	128.00
			262	Deale*****pply	260000124	S101776639.001	282.00
					260000763	S101771138.001	1,377.41
	01000-17000100-65056000-00000-0000-000000	General Fund-Facilities Services \- Administration-Plumbing Maintenance-No Value-No Value-No Value	11807	Grain*****	260000164	9682317061	36.63
			11869	Lowes*****	260000409	9685119209	65.58
						974669	280.87
						997154	405.90
			494	Valle*****upply Co Inc	260000192	416967	269.85
			92196	Fergu*****Inc	260000154	2630282	17.76
						2651808	160.49
	01000-17000100-65320000-00000-0000-000000	General Fund-Facilities Services \- Administration-Equipment Maintenance-No Value-No Value-No Value	11682	Napa *****	260000176	448206	339.83
	01000-17000100-65540000-00000-0000-000000	General Fund-Facilities Services \- Administration-Copier/Printer/Fax Maintenance-No Value-No Value-No Value	94806	Perry	260000934	IN-1595345	126.63
	01000-17000100-71206000-00000-0000-000000	General Fund-Facilities Services \- Administration-Maintenance-No Value-No Value-No Value	102948	Gilli*****	260000748	INV-033466	1,324.00
	01000-17000100-71206600-00000-0000-000000	General Fund-Facilities Services \- Administration-Grease Trap Services-No Value-No Value-No Value	100953	Liqui*****Solutions of Texas LLC	260000477	SVC2954082	1,196.00
	01000-17000100-71512000-00000-0000-000000	General Fund-Facilities Services \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	260000453	2960154692	14.28
						2960154707	101.41
						2960154712	10.96
						2960154717	9.67
	01000-17000200-60600000-00000-0000-000000	General Fund-Landscaping-Office Supplies-No Value-No Value-No Value	97596	Amazo*****	260000693	1L9V-CMLP-6LGT	72.19
	01000-17000200-65400000-00000-0000-000000	General Fund-Landscaping-Grounds Maintenance-No Value-No Value-No Value	103000	Landm*****oup	250005180	EST5697963	1,149.40
	01000-17000200-71080000-00000-0000-000000	General Fund-Landscaping-Grounds Maintenance-No Value-No Value-No Value	103000	Landm*****oup	250004667	15892	9,750.00
						15970	8,360.00
						16047	9,060.00
	01000-17000300-41069000-00000-0000-000000	General Fund-Facilities Services \- Parking Garage-Fees \- Parking Garage-No Value-No Value-No Value	19620	Brazo*****ct		Sept2025	(158.00)
	01000-17000300-60020000-00000-0000-000000	General Fund-Facilities Services \- Parking Garage-Bank Service Charges-No Value-No Value-No Value	19620	Brazo*****ct		Sept2025	874.41
	01000-17000300-71025000-00000-0000-000000	General Fund-Facilities Services \- Parking Garage-Contract Services-No Value-No Value-No Value	19620	Brazo*****ct		Sept2025-2	1,702.50
	01000-18000100-61210000-00000-0000-000000	General Fund-County Attorney \-	103489	Share***** Services Inc		38816949	212.99

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
11/4/2025		Administration-Court Costs-No Value-No Value-No Value					
	01000-18000100-61500000-00000-0000-000000	General Fund-County Attorney \- Administration-Printing-No Value-No Value-No Value	1229	Alpha*****	260000738	70931	500.00
	01000-19000100-61060000-00000-0000-000000	General Fund-District Attorney \- Administration-Bonds-No Value-No Value-No Value	103396	HUB I*****	260000929	4313240*	71.00
	01000-19000100-61210000-00000-0000-000000	General Fund-District Attorney \- Administration-Court Costs-No Value-No Value-No Value	801791	Frede*****	260000968	104*	78.00
	01000-19000100-61801000-00000-0000-000000	General Fund-District Attorney \- Administration-Travel-No Value-No Value-No Value	Employee	Jarvi*****		TRVL000340141954	282.98
	01000-19010000-61620000-00000-0000-000000	General Fund-District Attorney \- Child Protective Services-Subscriptions & Publications-No Value-No Value-No Value	103452	Mitra*****c	260000739	INV-MTUS-127805	3,500.00
	01000-19010000-61680000-00000-0000-000000	General Fund-District Attorney \- Child Protective Services-Training-No Value-No Value-No Value	3745	Texas*****ty Attorneys Association	260000870	279347	100.00
	01000-20000100-61450000-00000-0000-000000	General Fund-District Clerk \- Administration-Miscellaneous Expenditures-No Value-No Value-No Value	21268	Brzo*****		BB102825	2,648.50
						REG-102825*	1,633.30
	01000-20000100-61500000-00000-0000-000000	General Fund-District Clerk \- Administration-Printing-No Value-No Value-No Value	1229	Alpha*****	260000764	70940	360.00
	01000-20010000-60620000-00000-0000-000000	General Fund-District Clerk \- Jury Services-Postage & Shipping-No Value-No Value-No Value	102352	Xpedi*****	260000930	21882	4,845.39
	01000-21000100-60170000-00000-0000-000000	General Fund-County Clerk \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	94806	Perry	260000741	IN-1594650	491.99
	01000-21000100-60600000-00000-0000-000000	General Fund-County Clerk \- Administration-Office Supplies-No Value-No Value-No Value	94806	Perry	260000741	IN-1594650	112.44
						IN-1594848	67.74
			9728	Wilto*****Ltd	260000742	376163	83.23
						376163.1	33.89
	01000-22000100-60170000-00000-0000-000000	General Fund-85th District Court \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	94806	Perry	260000874	IN-1595142	144.87
	01000-22000100-60350000-00000-0000-000000	General Fund-85th District Court \- Administration-Food and Food Supplements-No Value-No Value-No Value	9467	Jason*****	260000871	251021003050024	145.15
	01000-22000100-61415000-00000-0000-000000	General Fund-85th District Court \- Administration-Jurors \- Petit Jury-No Value-No Value-No Value	94806	Perry	260000859	IN-1595141	139.28
	01000-22000100-61931000-00000-0000-000000	General Fund-85th District Court \- Administration-Visiting Judges \- Expenses-No Value-No Value-No Value	103190	Towsl*****L		10825-85	36.40
	01000-22100100-60170000-00000-0000-000000	General Fund-272nd District Court \-	94806	Perry	260000917	IN-1595253	183.01

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
11/4/2025		Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value					
	01000-22100100-60600000-00000-0000-000000	General Fund-272nd District Court \- Administration-Office Supplies-No Value-No Value-No Value	94806	Perry	260000917	IN-1595253	145.66
	01000-22300100-61900000-00000-0000-000000	General Fund-472nd District Court \- Administration-Visiting Court Reporters-No Value-No Value-No Value	103402	Brown*****		BC-3	702.20
	01000-23100100-61900000-00000-0000-000000	General Fund-County Court at Law #2 \- Administration-Visiting Court Reporters-No Value-No Value-No Value	103465	Austi*****		101	1,627.20
	01000-24401100-61110000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 4 \- Administration-Conference & Seminar Fees-No Value-No Value-No Value	21410	Texas*****y		16199	75.00
	01000-24401100-61801000-00000-0000-000000	General Fund-Justice of Peace \- Precinct 4 \- Administration-Travel-No Value-No Value-No Value	21410	Texas*****y		16199	100.00
	01000-28000006-71025000-00000-0000-000000	General Fund-Sheriff Office \- Non Capital-Contract Services-No Value-No Value-No Value	94564	City *****on	250005114	4346	70,000.00
	01000-28000100-60080000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Clothing/Uniforms-No Value-No Value-No Value	103342	Webbs*****	260000278	521991*	25.00
						523440	64.00
	01000-28000100-60170000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	91018	Stapl*****mmercial Inc	260000406	6045923870	603.01
					260000757	6045923853	279.90
					260000824	6045923871	481.76
	01000-28000100-60600000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Office Supplies-No Value-No Value-No Value	91018	Stapl*****mmercial Inc	260000406	6045923870	46.61
	01000-28000100-61060000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Bonds-No Value-No Value-No Value	103396	HUB I*****		4318680*	71.00
	01000-28000100-71502000-00000-0000-000000	General Fund-Sheriff Office \- Administration-Rental \- Facility-No Value-No Value-No Value	10336	Texas***** Extension Service	260000276	EH7320765	140.00
	01000-28002000-60170000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Copier/Printer/Fax Supplies-No Value-No Value-No Value	91018	Stapl*****mmercial Inc	260000158	6045923857	259.67
						6045923858	329.69
						6045923860	88.99
						6045923876	504.47
						6045923878	132.98
						6045923879	440.29
						6045923880	128.90
					260000685	6045923864	2,185.00
	01000-28002000-60240000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Detention Supplies-No Value-No Value-No Value	100597	Less *****	260000471	IN7461	1,047.45
			91296	CMJ I*****	260000853	8076792	290.00
	01000-28002000-60350000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Food and Food Supplements-No Value-No Value-No Value	101854	Hilan*****mpany LLC	260000042	0541013259036814	2,100.00
			10500	US Fo*****	260000699	4329949	5,884.59

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
11/4/2025	01000-28002000-60350000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Food and Food Supplements-No Value-No Value-No Value	3691	Flowe*****y	260000025	5038742037	1,929.62
			6151	Perfo*****ce Temple	260000696	2848395	4,483.91
			91168	Ruffi*****Service	260000041	1760500	2,542.39
					260000698	1762371	5,164.91
			96384	Best *****p	260000034	29741	12,732.40
					260000688	29744	11,735.05
					260000791	29753	3,385.10
			96957	Sysco*****	260000760	967154244	3,126.58
					260000915	967146073	8,541.00
	01000-28002000-60440000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Janitorial Supplies-No Value-No Value-No Value	94806	Perry	260000765	IN-1594648	6,156.75
						IN-1595140	679.50
						IN-1595496	860.70
	01000-28002000-60500000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	21638	Home *****	260000850	897875274-2	1,026.16
			9794	CDW G*****	260000837	AG5R63J	1,564.35
			Employee	Paul *****		TRVL000336446325	12.99
	01000-28002000-60600000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Office Supplies-No Value-No Value-No Value	91018	Stapl*****mmercial Inc	260000148	6045923854	66.39
						6045923868	358.64
	01000-28002000-61806000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Travel \- Inmate Transport-No Value-No Value-No Value	97395	US Co*****	260000010	248910	6,269.00
					260000405	248863	2,070.00
					260000709	248893	3,562.00
	01000-28002000-65050000-00000-0000-000000	General Fund-Sheriff Office \- Jail Administration-Building Maintenance-No Value-No Value-No Value	21638	Home *****	260000810	899574297	65.19
						899756258	311.65
	01000-28002006-65051000-00000-0000-000000	General Fund-Sheriff Office \- Jail \- Non Capital-Air Conditioning/Heating Maintenance-No Value-No Value-No Value	102961	Tom G***** Engineers Inc	250001374	12006704	975.00
	01000-30101100-61060000-00000-0000-000000	General Fund-Constable Precinct 1 \- Administration-Bonds-No Value-No Value-No Value	103396	HUB I*****	260000922	4343551	63.00
	01000-30301100-60600000-00000-0000-000000	General Fund-Constable Precinct 3 \- Administration-Office Supplies-No Value-No Value-No Value	11807	Grain*****	260000473	9665382199	206.66
	01000-30401100-60320000-00000-0000-000000	General Fund-Constable Precinct 4 \- Administration-Firearms Readiness-No Value-No Value-No Value	10805	Champ*****poration	250004819	0000347277	253.50
	01000-31000100-60360000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Furniture Expense-No Value-No Value-No Value	9728	Willo*****Ltd	260000803	155461	133.71
	01000-31000100-60500000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Equipment & I. T. Enhancement-No Value-No Value-No Value	94874	GovCo*****	260000715	76982751	585.87
	01000-31000100-60600000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Office Supplies-No Value-No Value-No Value	91018	Stapl*****mmercial Inc	260000659	6045923856	169.50
						6045923874	19.79
			9728	Willo*****Ltd	260000813	376195	482.62
	01000-31000100-61110000-00000-0000-000000	General Fund-Juvenile Services \-	92512	Sam H*****iversity	260000901	GangTrng*	285.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
11/4/2025		Administration Probation-Conference & Seminar Fees-No Value-No Value-No Value					
	01000-31000100-72660000-00000-0000-000000	General Fund-Juvenile Services \- Administration Probation-Psychiatric Services-No Value-No Value-No Value	96757	Rite *****		I-48501	100.00
						I-48740	475.00
						I-48853	230.00
	01000-31000130-60170000-00000-0000-000000	General Fund-Juvenile Services \- Administration Community Based-Copier/Printer/Fax Supplies-No Value-No Value-No Value	91018	Stapl*****mmercial Inc	260000659	6045923874	243.80
	01000-31000220-60350000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Food and Food Supplements-No Value-No Value-No Value	101854	Hilan*****mpany LLC	260000259	0541028259006911	330.50
			102244	Broth*****	260000004	00127534	26.85
						00129123	368.70
	01000-31000220-60440000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Janitorial Supplies-No Value-No Value-No Value	96917	Gordo*****nc	260000256	9028456141	2,563.89
			94806	Perry	260000263	IN-1595343	253.90
					260000936	IN-1595642	58.26
	01000-31000220-60500000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Equipment & I.T. Enhancement-No Value-No Value-No Value	96249	BSN S*****	260000794	931692214	571.99
	01000-31000220-60600000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Office Supplies-No Value-No Value-No Value	91018	Stapl*****mmercial Inc	260000224	6045923866	29.24
						6045923867	29.24
			9728	Willto*****Ltd	260000814	376194	92.64
	01000-31000220-61801000-00000-0000-000000	General Fund-Juvenile Services \- Detention-Travel-No Value-No Value-No Value	Employee	Apoll*****		TRVL000340102303	852.72
				Shawn*****		TRVL000340102358	852.72
	01000-34000100-72540900-00000-0000-000000	General Fund-Indigent Health Care \- Administration-Physician Services \- Jail-No Value-No Value-No Value	103416	Integ*****		101625	48.29
	01000-35500100-71025000-00000-0000-000000	General Fund-Emergency Management \- Administration-Contract Services-No Value-No Value-No Value	10231	Brzo***** of Government	250000405	09727	4,196.04
	01000-36000100-60315000-00000-0000-000000	General Fund-Exposition Center \- Administration-Event Supplies/Services-No Value-No Value-No Value	97545	Queen*****f Texas	260000528	14903	4,840.00
	01000-36000100-60500000-00000-0000-000000	General Fund-Exposition Center \- Administration-Equipment & I.T. Enhancement-No Value-No Value-No Value	102393	ExoTe*****LLC	250005339	3612	2,475.00
			91018	Stapl*****mmercial Inc	250005338	6045923852	518.59
	01000-36000100-60600000-00000-0000-000000	General Fund-Exposition Center \- Administration-Office Supplies-No Value-No Value-No Value	91018	Stapl*****mmercial Inc	250005346	6045923861	496.51
					260000424	6045923863	14.96
						6045923875	77.20
	01000-36000100-65050000-00000-0000-000000	General Fund-Exposition Center \- Administration-Building Maintenance-No Value-No Value-No Value	11807	Grain*****	260000483	9669775943A	955.11
			11869	Lowes*****	260000490	974760	160.55
	01000-36000100-65320000-00000-0000-000000	General Fund-Exposition Center \- Administration-Equipment Maintenance-No Value-No Value-No Value	11807	Grain*****	260000335	9669775943B	62.85
						9672185338	67.76
			97037	WRJ O*****	260000484	P03304*	209.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
11/4/2025	01000-38000100-60080000-00000-0000-000000	General Fund-Child Protective Services \- Administration-Clothing/Uniforms-No Value-No Value-No Value	103393	Brad*****		FY25-BTS-KH1	78.36
						FY25-BTS-KH2	115.68
	01000-54001410-80286000-00000-0000-000000	General Fund-Court Facility \- Administration-Equipment \- Other-No Value-No Value-No Value	1335	Avine*****	260000815	333616	15,524.99
	01000-56001000-61680000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Training-No Value-No Value	103210	Unive*****t Arlington	250004997	V0085773	24.00
	01000-56001000-65660000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Road and Bridge \- Field Supplies-No Value-No Value-No Value	100252	McCoy*****ly	260000596	3438521	142.04
						3438889	78.36
					260000598	3437964	162.34
					11682	Napa *****	225.00
					21638	Home *****	149.40
	01000-56001000-65670000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Road and Bridge \- Maintenance-General-No Value-No Value	102380	BPI M*****	260000075	898446208	(4.98)
						1025-27	2,745.27
	01000-56001000-71500000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Rental \- Equipment-No Value-No Value-No Value	10153	Musta*****es	260000166	B3372504	2,505.00
					260000234	A5558723	3,815.00
	01000-56001000-71512000-00000-0000-000000	General Fund-Road & Bridge \- Administration-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	260000050	2960154679	208.64
	01000-56002000-60500000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Equipment & I.T. Enhancement-No Value-No Value-No Value	90368	Myers*****	260000707	55061261	582.58
	01000-56002000-60600000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Office Supplies-No Value-No Value	9728	Wilto*****Ltd	260000845	376213	41.40
	01000-56002000-65320000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Equipment Maintenance-No Value-No Value-No Value	102036	Ox Bo*****	260000926	FA00134126	155.94
			102326	BDS T***** LP	260000094	70832	600.00
			102949	Holt ***** Texas LLC	260000122	X303051281:01	1,687.59
						X303051311:01	271.96
						X303051357:01	(1,101.13)
			11682	Napa *****	260000169	447735	(74.54)
						447750	67.73
						448041	644.22
						448213	49.16
						448262	(18.97)
						448463	111.87
						448883	1,128.16
						449419	4.36
						449884	44.07
						449922	49.36
			11807	Grain*****	260000710	9674079851	36.91

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
11/4/2025	01000-56002000-65320000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Equipment Maintenance-No Value-No Value-No Value	90180	Perfo*****	260000089	S0052657761	50.69
						S0052658411	(50.69)
			97038	Diamo*****	260000864	295887	2,159.60
			97529	Lones*****- Bryan	260000132	X220244317:01	1,826.73
						X220244851:01	170.12
						X220244996:01	201.85
						X220245611:01	(190.40)
	01000-56002000-65720000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Shop Supplies-No Value-No Value	11682	Napa *****	260000169	449833	17.34
			3354	O'Rei*****	260000942	2016-391034	13.98
			91900	Linde***** Inc	260000159	52749965	103.79
						52851099	26.65
	01000-56002000-65950000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Vehicle Maintenance-No Value-No Value-No Value	11682	Napa *****	260000169	448423	105.00
						448792	73.98
						448835	41.99
						448992	(41.99)
	01000-56002000-71512000-00000-0000-000000	General Fund-Fleet Shop \- Heavy Equipment-Rental \- Uniforms-No Value-No Value-No Value	19837	Unifi*****	260000186	2960154687	27.03
	11000-11002900-72590000-00000-0000-000000	Hotel Occupancy Tax Fund-Expo Complex Improvements-Professional Fees \- Other-No Value-No Value-No Value	102961	Tom G***** Engineers Inc	250004582	12006708	3,990.00
	13000-00000000-30999000-00000-0000-000000	Unclaimed Property Fund-No Value-Unclaimed Funds-No Value-No Value-No Value	103472	Prado*****ni-Prado, Sophia - Refund		072424-Unclaimed Prado	634.24
	22000-51000100-60440000-00000-0000-000000	Courthouse Security Fund-Courthouse Security Fund-Janitorial Supplies-No Value-No Value-No Value	94806	Perry	260000945	IN-1595495	45.18
	30000-272300-61801000-00000-0000-000000	Brazos County Grant Fund-Texas Indigent Defense Commission Grant \- 212 \- 25 \- C03-Travel-No Value-No Value-No Value	Employee	Natal*****el		TRVL000337747969	660.99
				Natha*****		TRVL000340165949	645.72
	31000-340500-80100000-00000-0000-000000	American Rescue Plan Act-ARPA \- Medical Examiner's Office-Buildings-No Value-No Value-No Value	102624	Vaugh*****	250002358	Pay App #14	2,129,850.44
	31000-63340510-80100000-00000-0000-000000	American Rescue Plan Act-Medical Examiner \- Non Grant Capital-Buildings-No Value-No Value-No Value	102961	Tom G***** Engineers Inc	250001172	12006702	19,958.50
	32000-281002-71025000-00000-0000-000000	SB 22 2023 Rural Law Enforcement Salary Assistance Program-Sheriff's Office - Rural Law Enforcement Grant Program-Contract Services-No Value-No Value	94564	City *****on	250005114	4346	12,573.75
	34000-19200100-60350000-00000-0000-000000	District Attorney Crime Fund-District Attorney Crime Fund \- Administration-Food and Food Supplements-No Value-No Value-No Value	97440	Rosa*****a Factory Ltd	260000841	05	340.91
	35000-21130000-71020000-00000-0000-000000	Election Contracts Fund-Election Services-Computer Contracts-No Value-No Value-No Value	101642	Vista***** LP	260000878	12334-2	12,636.53

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
11/4/2025	43232-63432322-80100000-00000-0000-000000	2023 Certificates of Obligation-101 North-Buildings-No Value-No Value-No Value	102961	Tom G***** Engineers Inc	250002956	12006706	4,290.00
	45000-00000000-30302000-00000-0000-000000	Capital Improvement Fund-No Value-Contract Pay \- Retainages-No Value-No Value-No Value	102624	Vaugh*****	250002358	Pay App #14	(106,492.52)
	45000-63000511-80101000-00000-0000-000000	Capital Improvement Fund-Road & Bridge Renovations-Building Improvements-No Value-No Value-No Value	102961	Tom G***** Engineers Inc	250004584	12006703	780.00
	45000-63110001-80212000-00000-0000-000000	Capital Improvement Fund-Commissioners' Court \- Capital-Software \- Subscription-No Value-No Value-No Value	97320	Carah*****Corp	240005019	IN2084991	45,638.52
	45000-63140001-80212000-00000-0000-000000	Capital Improvement Fund-Information Technology \- Capital-Software \- Subscription-No Value-No Value-No Value	103031	EMC C*****	250001780	5201678890	27,323.88
						5201678891	120,943.92
	45000-63270000-80101000-00000-0000-000000	Capital Improvement Fund-County Administration Building-Building Improvements-No Value-No Value-No Value	102961	Tom G***** Engineers Inc	250001525	12006705	3,290.00
	45000-63280001-80286000-00000-0000-000000	Capital Improvement Fund-Sheriff Office \- Capital-Equipment \- Other-No Value-No Value-No Value	93814	Henry*****	250004646	48562520	0.00
	45000-63280021-80286000-00000-0000-000000	Capital Improvement Fund-Sheriff Office \- Jail \- Capital-Equipment \- Other-No Value-No Value-No Value	93814	Henry*****	250004646	48562520	7,821.31
	45000-63310001-80101000-00000-0000-000000	Capital Improvement Fund-Juvenile Services \- Capital-Building Improvements-No Value-No Value-No Value	101932	Allen*****		48728	6,555.00
	50000-64005000-71110000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Administrative Fee \- County-No Value-No Value-No Value	6313	Texas*****Counties		217725202510	241,315.43
						2177252025101501	3,134.59
						2177252025101501-P13	15,800.00
	50000-64005000-71110006-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Administrative Fee \- MPO-No Value-No Value-No Value	6313	Texas*****Counties		217725202510	598.38
	50000-64005000-71110011-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Administrative Fee \- Health District-No Value-No Value-No Value	6313	Texas*****Counties		217725202510	7,180.56
	50000-64005000-71111000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Prescription Claims \- County-No Value-No Value-No Value	6313	Texas*****Counties		2177252025101501	227,832.08
	50000-64005000-71112000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Medical Claims \- County-No Value-No Value-No Value	6313	Texas*****Counties		2177252025101700	229,352.66
	50000-64005000-71113000-00000-0000-000000	Health and Life Insurance Fund-Group Insurance \- Administration-Dental	6313	Texas*****Counties		2177252025101700	10,129.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
11/4/2025		Claims \- County-No Value-No Value-No Value					
	50000-64005100-72540000-00000-0000-000000	Health and Life Insurance Fund-Health & Wellness Clinic-Physician Services-No Value-No Value-No Value	97282	Doc H*****	250001138	JR202509	20,000.00
	50000-64005700-71110007-00000-0000-000000	Health and Life Insurance Fund-Retiree Health Insurance-Retiree Administrative Fee \- County-No Value-No Value-No Value	6313	Texas*****Counties		217725202510	68,763.72
	50000-64005700-71110012-00000-0000-000000	Health and Life Insurance Fund-Retiree Health Insurance-Retiree Administrative Fee \- Health District-No Value-No Value-No Value	6313	Texas*****Counties		217725202510	2,991.90
	50000-64005700-71110013-00000-0000-000000	Health and Life Insurance Fund-Retiree Health Insurance-Retiree Administrative Fee \- MPO-No Value-No Value-No Value	6313	Texas*****Counties		217725202510	299.19
	50000-64005700-71110015-00000-0000-000000	Health and Life Insurance Fund-Retiree Health Insurance-Retiree Administrative Fee \- CSCD-No Value-No Value-No Value	6313	Texas*****Counties		217725202510	2,094.33
	91000-53000100-60380000-00000-0000-000000	Health \- County Health District-Health Department \- Administration-Health Supplies-No Value-No Value-No Value	93814	Henry*****	260000797	48391679	5.75
	91000-53001000-60620000-00000-0000-000000	Health \- County Health District-Environmental Services Administration-Postage & Shipping-No Value-No Value-No Value	95832	UPS S*****	260000701	90277	18.76
	91000-53002000-60600000-00000-0000-000000	Health \- County Health District-Clinic Services Administration-Office Supplies-No Value-No Value-No Value	9728	Willo*****Ltd	260000935	376272	56.08
	91000-53002100-60380000-00000-0000-000000	Health \- County Health District-C4 Clinic-Health Supplies-No Value-No Value-No Value	93814	Henry*****	260000642	48324120	1,341.29
	91000-531000-60380000-00000-0000-000000	Health \- County Health District-Immunization-Health Supplies-No Value-No Value-No Value	1229	Alpha*****	250003521	70319	0.00
	91000-531000-60600000-00000-0000-000000	Health \- County Health District-Immunization-Office Supplies-No Value-No Value-No Value	1229	Alpha*****	250003521	70319	100.12
	91000-539000-60380000-00000-0000-000000	Health \- County Health District-Tuberculosis-Health Supplies-No Value-No Value-No Value	93814	Henry*****	260000797	48391679	412.52
	91000-539000-60600000-00000-0000-000000	Health \- County Health District-Tuberculosis-Office Supplies-No Value-No Value-No Value	9728	Willo*****Ltd	260000796	376186	151.20
	97000-551100-69102000-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Vehicle Maintenance \- CSCD-No Value-No Value-No Value	21268	Brazo*****	260000855	169695-26	7.50
	97000-551100-69306000-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Computer Contracts \- CSCD-No Value-No Value-No Value	94170	Corre*****Solutions LP	250005269	58695 58724	6,897.00 520.00
	97000-551100-69308000-00000-0000-000000	CSCD \- Community Supervision-Basic	19886	Lexis*****ions	260000680	1100209712	50.00

Payment Date	Account	Account Description	Supplier Number	Party Name	PO	Invoice Number	Invoice Line Amount
11/4/2025		Supervision-Professional Fees \- Other\-CSCD-No Value-No Value-No Value					
	97000-551100-69309000-00000-0000-000000	CSCD \- Community Supervision-Basic Supervision-Security Services-No Value-No Value-No Value	102351	TNT S*****s LLC	260000681	7091	9,143.62
Grand Total							4,015,823.97



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office

NUMBER:

DATE OF COURT MEETING: 11/4/2025

ITEM: Acknowledgement of the 2025-2026 Budget to Actuals by Fund as of October 27, 2025.
Acknowledgement of the 2025-2026 Contingency Budget to Actuals by Fund as of October 27, 2025.

TO: Commissioners Court

FROM: Nina Payne

DATE: 10/27/2025

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

<u>File Name</u>	<u>Description</u>	<u>Type</u>
FY_26_Budget_to_Actuals_by_Fund.pdf	FY 2025-2026 Budget to Actuals by Fund as of 10/27/2025	Backup Material
FY_26_Contingency_Budget_to_Actuals_Fund.pdf	FY 2025-2026 Contingency Budget to Actuals by Fund as of 10/27/2025	Backup Material

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 01000 General Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Taxes	131,167,122	140,005,653	152,952,050	280,866	0%
Charges for Services	13,985,011	14,481,953	13,835,017	166,420	1%
Interest Income	12,656,049	11,886,895	7,200,000	-	-
Other Revenue	2,820,246	1,620,893	1,069,200	4,899	0%
Reserves	0	-	94,252,872	-	-
Intergovernmental	968,398	1,071,711	821,080	275,560	34%
Other Financing Sources	190,452	147,893	210,000	20,000	10%
Total Revenue	\$161,787,279	\$169,214,999	\$270,340,219	\$747,745	0%

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	57,114,903	62,574,002	69,426,458	1,905,708	3%
Outside Labor Costs	177,763	108,225	163,000	-	-
Benefits	31,575,201	33,486,046	39,347,053	1,885,312	5%
Supplies and Other Charges	9,412,807	10,076,139	11,980,660	1,050,182	9%
Contingency	-	-	6,578,715	-	-
Repairs and Maintenance	9,794,592	10,346,078	21,817,233	96,044	0%
Contractual Services	8,872,895	9,350,888	11,719,510	814,140	7%
Professional Services	7,516,511	6,385,905	12,222,810	180,911	1%
Community Contracts	5,616,842	6,319,276	8,548,699	825,325	10%
Capital Outlay	7,220,517	2,024,485	10,900,000	17,275	0%
Other Financing Uses	478,638	16,119,087	77,636,081	-	-
Total Expense	\$137,780,669	\$156,790,130	\$270,340,219	\$6,774,897	3%

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 11000 Hotel Occupancy Tax Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Taxes	4,087,515	3,974,540	3,919,000	0
Interest Income	318,887	412,365	315,000	-
Other Revenue	2,750	-	-	-
Reserves	-	-	1,761,611	-
Other Financing Sources	46,707	-	-	-
Total Revenue	\$4,455,859	\$4,386,905	\$5,995,611	\$0

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	75,019	127,203	177,830	4,658	3%
Benefits	36,337	56,871	78,806	3,984	5%
Supplies and Other Charges	32,748	119,943	70,375	-	-
Contingency	-	-	500,000	-	-
Repairs and Maintenance	-	-	1,502,600	-	-
Contractual Services	175,950	183,536	210,500	66,035	31%
Professional Services	5,300	130,790	1,055,500	5,300	1%
Community Contracts	1,110,866	969,083	1,050,000	-	-
Capital Outlay	563,572	39,903	100,000	-	-
Other Financing Uses	1,250,000	1,250,000	1,250,000	-	-
Total Expense	\$3,249,791	\$2,877,329	\$5,995,611	\$79,976	1%

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 12000 State Lateral Road Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Interest Income	13,763	8,004	6,500	-	-
Reserves	-	-	136,191	-	-
Intergovernmental	29,508	29,502	29,000	29,519	102%
Total Revenue	\$43,271	\$37,507	\$171,691	\$29,519	17%

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Repairs and Maintenance	-	165,000	171,691	-
Total Expense	-	\$165,000	\$171,691	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 13000 Unclaimed Property Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Interest Income	23,062	26,137	21,500	-
Reserves	-	-	125,397	-
Total Revenue	\$23,062	\$26,137	\$146,897	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Supplies and Other Charges	-	-	2,000	-
Contingency	-	-	144,897	-
Total Expense	-	-	\$146,897	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 15000 Law Library Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Charges for Services	105,074	120,585	114,560	-
Interest Income	8,101	11,021	8,000	-
Reserves	-	-	247,268	-
Total Revenue	\$113,175	\$131,606	\$369,828	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Supplies and Other Charges	65,385	67,876	369,828	-
Total Expense	\$65,385	\$67,876	\$369,828	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 16000 Local Provider Participation
Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Taxes	40,008,694	47,803,716	42,470,000	42,723,176	101%
Interest Income	1,392,213	1,148,426	1,045,000	-	-
Other Revenue	487,494	79,569	0	-	-
Reserves	-	-	23,023,800	-	-
Total Revenue	\$41,888,401	\$49,031,711	\$66,538,800	\$42,723,176	64%

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Community Contracts	37,357,270	51,598,849	66,518,800	6,032,903	9%
Other Financing Uses	20,000	20,000	20,000	20,000	100%
Total Expense	\$37,377,270	\$51,618,849	\$66,538,800	\$6,052,903	9%

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 18000 Law Enforcement Education
Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Reserves	-	-	107,850	-
Intergovernmental	37,584	42,779	42,750	-
Total Revenue	\$37,584	\$42,779	\$150,600	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Supplies and Other Charges	25,911	17,202	150,600	-
Total Expense	\$25,911	\$17,202	\$150,600	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 19000 Court Records Preservation
Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Charges for Services	410	0	-	-
Interest Income	36,545	0	-	-
Total Revenue	\$36,955	\$0	-	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Other Financing Uses	-	702,725	-	-
Total Expense	-	\$702,725	-	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 20000 County Clerk Records
Management Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Charges for Services	305,258	320,659	300,000	-
Interest Income	69,629	73,116	55,000	-
Reserves	-	-	1,362,140	-
Total Revenue	\$374,888	\$393,774	\$1,717,140	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	124,374	133,395	140,014	4,048	3%
Benefits	62,648	66,346	86,618	3,812	4%
Supplies and Other Charges	17,345	6,695	8,500	-	-
Contingency	-	-	1,056,168	-	-
Repairs and Maintenance	-	-	500	-	-
Contractual Services	133,123	77,016	425,340	-	-
Capital Outlay	22,822	-	-	-	-
Total Expense	\$360,313	\$283,452	\$1,717,140	\$7,860	0%

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 20010 County Clerk Archival Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Charges for Services	280,855	301,845	295,000	-
Interest Income	74,394	86,971	63,000	-
Reserves	-	-	1,758,000	-
Total Revenue	\$355,249	\$388,816	\$2,116,000	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Contingency	-	-	1,541,000	-
Contractual Services	220,953	263,277	575,000	-
Total Expense	\$220,953	\$263,277	\$2,116,000	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 22000 Courthouse Security Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Charges for Services	89,005	110,055	114,600	109
Interest Income	6,601	11,321	5,000	-
Reserves	-	-	268,277	-
Total Revenue	\$95,606	\$121,375	\$387,877	\$109

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Supplies and Other Charges	2,936	7,648	2,510	-	-
Contingency	-	-	300,702	-	-
Repairs and Maintenance	4,633	1,243	20,000	-	-
Contractual Services	-	450	53,514	-	-
Community Contracts	1,062	1,158	1,151	379	33%
Capital Outlay	6,263	-	10,000	-	-
Total Expense	\$14,895	\$10,499	\$387,877	\$379	0%

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 22010 Justice Court Security Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Charges for Services	35,820	21,537	8,800	-
Interest Income	12,673	14,872	10,750	-
Reserves	-	-	294,318	-
Total Revenue	\$48,492	\$36,409	\$313,868	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Repairs and Maintenance	-	-	60,000	-
Contractual Services	-	-	30,000	-
Professional Services	-	-	60,000	-
Capital Outlay	-	-	163,868	-
Total Expense	-	-	\$313,868	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 23000 District Clerk Records
Management Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Charges for Services	126,480	153,496	135,000	-
Interest Income	14,174	56,366	40,000	-
Reserves	-	-	1,042,786	-
Other Financing Sources	-	702,725	-	-
Total Revenue	\$140,653	\$912,588	\$1,217,786	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	60,195	61,627	81,012	1,205	1%
Benefits	4,718	15,275	20,400	299	1%
Contractual Services	-	178,673	1,096,374	-	-
Professional Services	-	-	20,000	-	-
Total Expense	\$64,914	\$255,575	\$1,217,786	\$1,504	0%

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 23010 District Clerk Archival Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Charges for Services	320	95	-	-
Interest Income	75	75	-	-
Total Revenue	\$395	\$170	-	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Professional Services	-	1,774	-	-
Total Expense	-	\$1,774	-	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 24000 Justice of the Peace
Technology Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Charges for Services	30,068	28,858	27,550	-
Interest Income	10,515	4,660	3,300	-
Reserves	-	-	102,888	-
Total Revenue	\$40,584	\$33,518	\$133,738	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Supplies and Other Charges	13,388	476	51,200	-
Contingency	-	-	73,738	-
Contractual Services	-	-	8,800	-
Capital Outlay	148,938	-	-	-
Total Expense	\$162,326	\$476	\$133,738	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 24010 County and District Court
Technology Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Charges for Services	8,304	8,424	8,200	-
Interest Income	6,831	7,583	6,000	-
Reserves	-	-	150,778	-
Total Revenue	\$15,135	\$16,008	\$164,978	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Supplies and Other Charges	-	-	164,978	-
Total Expense	-	-	\$164,978	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 25000 Forfeiture Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Charges for Services	304	44,836	-	-
Interest Income	1,965	4,049	-	-
Reserves	-	-	81,476	-
Total Revenue	\$2,269	\$48,886	\$81,476	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Supplies and Other Charges	235	3,878	64,824	-
Contingency	-	-	16,652	-
Total Expense	\$235	\$3,878	\$81,476	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 26000 District Attorney Hot Check
Collections Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Interest Income	277	298	200	-
Other Revenue	75	225	150	-
Reserves	-	-	5,935	-
Total Revenue	\$352	\$523	\$6,285	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Contingency	-	-	6,285	-
Total Expense	-	-	\$6,285	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 27000 Bail Bond Board Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Interest Income	5,975	6,292	4,800	-
Other Revenue	2,500	2,000	2,500	-
Reserves	-	-	122,541	-
Total Revenue	\$8,475	\$8,292	\$129,841	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Salaries and Wages	-	-	4,001	-
Benefits	-	-	1,016	-
Supplies and Other Charges	419	1,718	7,660	-
Contingency	-	-	117,164	-
Total Expense	\$419	\$1,718	\$129,841	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 29000 Vehicle Inventory Interest
Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Taxes	2,465	2,335	2,500	-
Interest Income	53,643	58,617	44,000	-
Reserves	-	-	452,305	-
Total Revenue	\$56,108	\$60,953	\$498,805	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Salaries and Wages	-	-	11,100	-
Benefits	-	-	2,822	-
Supplies and Other Charges	2,196	3,461	26,750	-
Contingency	-	-	427,633	-
Repairs and Maintenance	-	-	1,000	-
Contractual Services	-	-	2,000	-
Professional Services	-	-	7,500	-
Capital Outlay	-	-	20,000	-
Total Expense	\$2,196	\$3,461	\$498,805	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 30000 Brazos County Grant Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Public Health Revenue	60,000	-	-	-	-
Intergovernmental	4,272,026	4,229,776	5,390,103	2,013,652	37%
Other Financing Sources	478,638	275,167	2,033,115	-	-
Total Revenue	\$4,810,663	\$4,504,943	\$7,423,218	\$2,013,652	27%

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	2,794,329	3,352,965	4,765,856	93,441	2%
Benefits	1,211,302	1,372,457	1,994,530	69,775	3%
Supplies and Other Charges	176,139	178,669	250,162	17,223	7%
Contingency	-	-	12,329	-	-
Repairs and Maintenance	3,637	5,206	5,750	-	-
Contractual Services	403,012	229,747	117,091	15,966	14%
Professional Services	2,500	5,350	277,500	-	-
Capital Outlay	377,396	248,162	-	-	-
Total Expense	\$4,968,314	\$5,392,556	\$7,423,218	\$196,405	3%

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 31000 American Rescue Plan Act

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Reserves	-	-	14,965,220	-
Intergovernmental	1,509,822	-	10,110,124	-
Other Financing Sources	-	15,610,777	470,000	-
Total Revenue	\$1,509,822	\$15,610,777	\$25,545,344	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Expenditures Budgeted in Excess of Actual	(478,903)	-	-	-
Supplies and Other Charges	(5,180)	-	-	-
Contractual Services	813,154	8,920	695,766	-
Capital Outlay	1,180,752	14,616,239	24,849,578	-
Total Expense	\$1,509,822	\$14,625,159	\$25,545,344	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 32000 SB 22 2023 Rural Law
Enforcement Salary Assistance Program

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Interest Income	22,969	41,006	18,350	-	-
Reserves	-	-	7,025	-	-
Intergovernmental	1,026,255	1,050,000	1,050,000	1,050,000	100%
Total Revenue	\$1,049,224	\$1,091,006	\$1,075,375	\$1,050,000	98%

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	446,978	450,806	446,252	15,292	3%
Benefits	110,487	111,182	113,348	3,776	3%
Supplies and Other Charges	105,586	151,754	-	-	-
Contingency	-	-	508,750	-	-
Repairs and Maintenance	40,000	-	-	-	-
Capital Outlay	346,174	301,135	7,025	50	1%
Total Expense	\$1,049,224	\$1,014,877	\$1,075,375	\$19,119	2%

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 33000 Sheriff's Office Crime Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Interest Income	4,597	4,104	3,150	-
Other Revenue	60	-	-	-
Reserves	-	-	117,815	-
Total Revenue	\$4,657	\$4,104	\$120,965	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Supplies and Other Charges	3,237	1,397	63,100	-
Contingency	-	-	23,865	-
Repairs and Maintenance	-	-	4,000	-
Capital Outlay	-	-	30,000	-
Total Expense	\$3,237	\$1,397	\$120,965	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 34000 District Attorney Crime
Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Charges for Services	11,242	45,351	20,000	-
Interest Income	12,302	9,256	7,700	-
Reserves	-	-	126,005	-
Total Revenue	\$23,544	\$54,607	\$153,705	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	27,105	69,806	88,179	1,955	2%
Benefits	10,539	35,555	40,346	2,290	6%
Supplies and Other Charges	18,986	22,905	24,180	371	2%
Contractual Services	360	360	1,000	-	-
Other Financing Uses	9,000	-	-	-	-
Total Expense	\$65,990	\$128,625	\$153,705	\$4,616	3%

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 35000 Election Contracts Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Charges for Services	14,088	11,368	25,000	-
Interest Income	3,591	2,140	1,925	-
Reserves	-	-	30,316	-
Total Revenue	\$17,679	\$13,508	\$57,241	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Supplies and Other Charges	7,163	10,483	11,700	-	-
Repairs and Maintenance	5,620	6,400	25,041	-	-
Contractual Services	14,166	27,166	20,500	12,858	63%
Total Expense	\$26,949	\$44,048	\$57,241	\$12,858	22%

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 39010 Brazos County Housing
Finance Corporation

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Charges for Services	5,334	-	5,000	73,269	1,465%
Interest Income	27,592	28,159	-	-	-
Reserves	-	-	587,698	-	-
Total Revenue	\$32,926	\$28,159	\$592,698	\$73,269	12%

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Supplies and Other Charges	174	-	4,735	-
Contingency	-	-	483,698	-
Professional Services	-	13,000	104,265	-
Total Expense	\$174	\$13,000	\$592,698	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 93000 Regional Mobility Authority

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Interest Income	497	2,220	500	-
Other Revenue	30,000	10,000	-	-
Reserves	-	-	31,414	-
Total Revenue	\$30,497	\$12,220	\$31,914	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Contingency	-	-	26,914	-
Professional Services	7,500	3,744	5,000	-
Total Expense	\$7,500	\$3,744	\$31,914	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 41000 General Obligation Debt
Service Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Taxes	11,772,533	11,384,097	8,998,260	23,677
Interest Income	541,787	523,248	355,000	-
Reserves	-	-	2,418,672	-
Other Financing Sources	1,250,000	1,250,000	1,250,000	-
Total Revenue	\$13,564,320	\$13,157,345	\$13,021,932	\$23,677

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Debt Service	11,864,575	11,795,609	13,021,932	-
Total Expense	\$11,864,575	\$11,795,609	\$13,021,932	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 43200 2020 Certificates of
Obligation

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Interest Income	411,956	199,315	-	-
Other Revenue	-	949	-	-
Reserves	-	-	1,023,030	-
Other Financing Sources	-	233,143	731,729	-
Total Revenue	\$411,956	\$433,407	\$1,754,759	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Supplies and Other Charges	0	480,657	-	-
Contractual Services	2,398,009	-	-	-
Capital Outlay	632,060	4,672,335	1,754,759	-
Total Expense	\$3,030,069	\$5,152,992	\$1,754,759	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 43230 On System Road Bond -
TXDOT

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Interest Income	1,070,010	629,337	343,500	-
Reserves	-	-	11,356,929	-
Total Revenue	\$1,070,010	\$629,337	\$11,700,429	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Contractual Services	5,741,125	5,821,208	11,700,429	-
Total Expense	\$5,741,125	\$5,821,208	\$11,700,429	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 43231 Off System Road Bond

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Interest Income	500,363	276,233	158,000	-
Reserves	-	-	5,053,031	-
Total Revenue	\$500,363	\$276,233	\$5,211,031	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Capital Outlay	3,929,511	2,056,242	5,211,031	-
Total Expense	\$3,929,511	\$2,056,242	\$5,211,031	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 43232 2023 Certificates of
Obligation

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Interest Income	561,066	451,759	377,000	-
Reserves	-	-	9,060,487	-
Other Financing Sources	-	-	60,040,000	-
Total Revenue	\$561,066	\$451,759	\$69,477,487	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Capital Outlay	98,459	2,538,351	69,477,487	-
Total Expense	\$98,459	\$2,538,351	\$69,477,487	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 45000 Capital Improvement Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date
Other Revenue	(37,500)	34,000	-	-
Reserves	0	-	13,707,738	-
Other Financing Sources	4,180,663	85,159	14,226,237	-
Total Revenue	\$4,143,163	\$119,159	\$27,933,975	-

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date
Contingency	-	-	2,000,000	-
Capital Outlay	9,905,434	4,186,909	25,933,975	-
Total Expense	\$9,905,434	\$4,186,909	\$27,933,975	-

Brazos County, Texas
FY 2025-2026 Budget to Actuals -
Revenue and Expenditure
Categories Report by Fund
(Unaudited)

Fund: 50000 Health and Life Insurance
Fund

Description	2023-2024 Actual Revenue	2024-2025 Actual Revenue	2025-2026 Adopted Budget	2025-2026 Actual Revenue To Date	Percent Received
Other Revenue	27,567,563	24,742,842	24,054,960	1,824,939	8%
Reserves	-	-	10,179,719	-	-
Total Revenue	\$27,567,563	\$24,742,842	\$34,234,679	\$1,824,939	5%

Description	2023-2024 Actual Expenditures	2024-2025 Actual Expenditures	2025-2026 Adopted Budget	2025-2026 Expenditures to Date	Percent Spent
Salaries and Wages	221,846	249,178	642,530	8,694	1%
Benefits	106,496	127,533	263,242	7,078	3%
Supplies and Other Charges	58,937	66,415	107,730	3,566	3%
Contingency	-	-	2,750,927	-	-
Repairs and Maintenance	65	120	750	-	-
Contractual Services	23,176,197	25,008,518	30,034,500	670,908	2%
Professional Services	372,198	386,387	435,000	10,000	2%
Total Expense	\$23,935,739	\$25,838,153	\$34,234,679	\$700,245	2%

**Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 01000 General Fund - Contingency

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Pre-Trial Bond Supervision Contingency - 10003000 *	10,000.00	-	10,000.00
Commissioner's Court Contingency - 11001500	6,500,000.00	(4,200.00)	6,495,800.00
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
Court Facility - Administration - 54001410 *	41,815.00	(15,525.00)	26,290.00
Total General Fund Contingency	6,578,715.00	(19,725.00)	6,558,990.00

* Can only be used for that program or division

**Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 11000 HOT Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
HOT Fund Contingency - 11002500	500,000.00	-	500,000.00
Total HOT Fund Contingency	500,000.00	-	500,000.00

* Can only be used for this fund

**Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 13000 Unclaimed Property Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 12005000	144,897.00	-	144,897.00
Total Unclaimed Property Fund Contingency	144,897.00	-	144,897.00

* Can only be used for this fund

**Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 20000 County Clerk Records Management Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 21005000	1,056,168.00	-	1,056,168.00
Total Count Clerk Records Management Fund Contingency	1,056,168.00	-	1,056,168.00

* Can only be used for this fund

**Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 20010 County Clerk Archival Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 21006000	1,541,000.00	-	1,541,000.00
Total Count Clerk Archival Fund Contingency	1,541,000.00	-	1,541,000.00

* Can only be used for this fund

**Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 22000 Courthouse Security Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 51000100	300,702.00	-	300,702.00
Total Courthouse Security Fund Contingency	300,702.00	-	300,702.00

* Can only be used for this fund

**Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)**

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

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
JP Technology Administration - 24005000	73,738.00	-	73,738.00
Total Justice of the Peace Technology Fund Contingency	73,738.00	-	73,738.00

* Can only be used for this fund and specific divisions

**Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 25000 Forfeiture Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Sheriff Forfeiture Fund - 2801000	16,652.00	-	16,652.00
Total Forfeiture Fund Contingency	16,652.00	-	16,652.00

* Can only be used for this fund

**Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)**

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

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 19006000	6,285.00	-	6,285.00
Total District Attorney Hot Check Collections Fund - Contingency	6,285.00	-	6,285.00

* Can only be used for this fund

**Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 27000 Bail Bond Board Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 12006000	117,164.00	-	117,164.00
Total Bail Bond Board Fund - Contingency	117,164.00	-	117,164.00

* Can only be used for this fund

**Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 29000 Vehicle Inventory Interest Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 13006000	427,633.00	-	427,633.00
Total Vehicle Inventory Interest Fund - Contingency	427,633.00	-	427,633.00

* Can only be used for this fund

**Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 30000 Grant Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Metropolitan Planning - 424100	12,329.00	-	12,329.00
Total Grant Fund Contingency	12,329.00	-	12,329.00

* Can only be used for this fund and specific divisions

**Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)**

**Fund: 32000 SB 22 2023 Rural Law Enforcement Salary Assistance Program -
Contingency ***

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Sheriff's Office - Rural Law Enforcement Grant Program - 281002	508,750.00	-	508,750.00
Total SB 22 2023 Rural Law Enforcement Salary Assistance Program Fund Contingency	508,750.00	-	508,750.00

* Can only be used for this fund and specific divisions

**Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)**

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

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 28050000	23,865.00	-	23,865.00
Total Sheriff's Office Crime Fund Contingency	23,865.00	-	23,865.00

* Can only be used for this fund

**Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 45000 General Permanent Improvement Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Commissioner's Court Contingency - 63110001	2,000,000.00	(157,939.00)	1,842,061.00
Total General Permanent Improvement Fund Contingency	2,000,000.00	(157,939.00)	1,842,061.00

* Can only be used for this fund

**Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 50000 Health and Life Insurance Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Group Insurance - Administration - 64005000	2,730,927.00	-	2,730,927.00
Health and Wellness Clinic - 64005100	20,000.00	-	20,000.00
Total Health and Life Insurance Fund Contingency	2,750,927.00	-	2,750,927.00

* Can only be used for this fund

**Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 55000 Jail Commissary Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Jail Commissary - 28006000	387,089.00	-	387,089.00
Total Jail Commissary Fund Contingency	387,089.00	-	387,089.00

* Can only be used for this fund

**Brazos County, Texas
FY 2025-2026 Contingency
Budget to Actuals by Fund
(Unaudited)**

Fund: 58000 County Attorney Operating Fund - Contingency *

Department	2025-2026 Adopted Budget	2025-2026 Contingency	2025-2026 Remaining to Date
Contingency - 18006000	66,359.00	-	66,359.00
Total County Attorney Operating Fund Contingency	66,359.00	-	66,359.00

* Can only be used for this fund



NUMBER:

11/4/2025

Acknowledgement of the Fiscal Year 2026-2030 Capital Improvement Program.

Commissioners Court

Nina Payne

10/27/2025

False

False

\$0.00

FY 2026 projects were approved and funded during the adoption process for the FY 2026 Brazos County Budget. Projects that are part of the future year planning will be considered at that time.

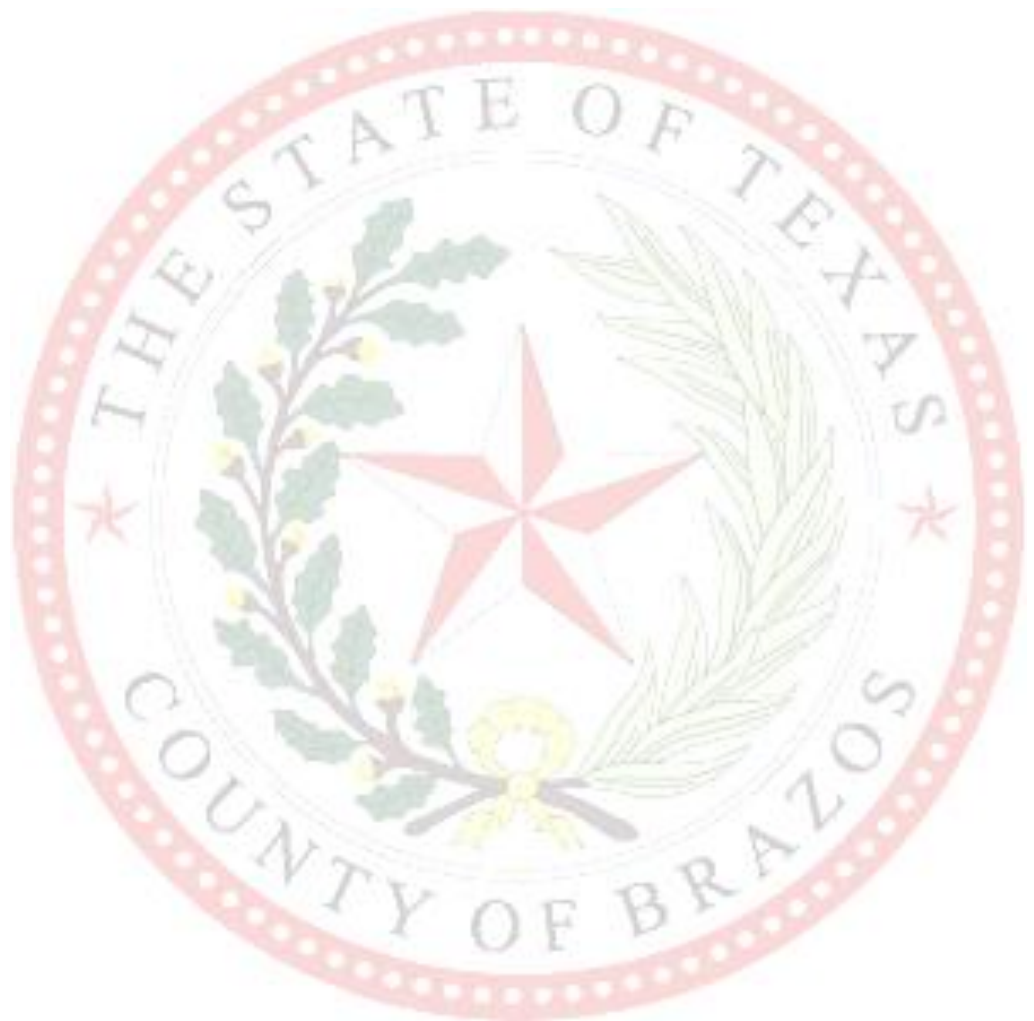
File Name

Type

Fiscal Year 2026-2030 Capital Improvement Program Backup Material

BRAZOS COUNTY, TEXAS

Capital Improvement Program For Fiscal Years 2026 - 2030



Prepared by the Brazos County Budget Office



BRAZOS COUNTY, TEXAS
ADOPTED CAPITAL IMPROVEMENT PLAN
For The Fiscal Year Ending September 30, 2026
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Executive Summary – FY 2026 Capital Improvement Program

Brazos County recognizes the importance of developing long-range capital investment planning to maintain the growth and vitality of the community. The County also recognizes that a properly prepared capital plan is essential to the future financial health of an organization and continued delivery of services to citizens and businesses.

The County's Capital Improvement Plan (CIP) is a five-year infrastructure plan that matches the County's highest priority capital needs with a financing schedule. The plan rolls on a five-year basis and is adopted every year along with the County's annual budget. The CIP represents the County's commitment to invest in its equipment and infrastructure.

The first year of the plan was funded through available appropriations in that year's budget. The remaining four years of the plan will be funded through future annual appropriations or debt issuances. No project will begin until formally adopted and funded through the County's annual budget process.

Over the course of any fiscal year, and as situations change, projects are reviewed, reevaluated, added, revised, or removed from the program accordingly. Recommendations are made by subject matter experts and the County executive team, chosen at the discretion of the Budget Officer. The Budget Officer makes final recommendations to the Commissioners Court to incorporate into a given fiscal year's budget.

Funding for the adopted CIP is derived from two major sources, the issuance of long-term debt payable through property taxes or an identified revenue stream such as the County's annual general fund appropriations via the M&O tax rate.

This document outlines the elements of the CIP and provides the procedures that generate the recommendations for spending. Upon adoption, the CIP will become the guide for the Commissioners Court and all County departments with respect to bond sales and the annual budgeting process.

The capital spending budget for FY 26 is \$116,077,681, a decrease of \$2,803,605 from the 2025 capital budget. The 2026 Program continues to support the County's commitment to maintain and improve its facilities and infrastructure. Significant projects for 2026 include:

- ***Certificates of Obligations 2020:*** The Commissioner's Court issued certificates of obligation during the fall of 2020. The proceeds will be used to design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of County-owned public property, specifically for the County Jail Kitchen, the Ag Extension building, the Justice of the Peace and Constable Pct. #1 Building, land and/or property for

county facilities including the Facilities Services and Road and Bridge Departments, equipment and vehicles for various departments, roof replacement and repairs and county wide road improvements.

Included is \$1.7 million for Road & Bridge – Road Reconstruction Projects.

- **General Obligation Bonds 2023:** The Commissioner’s Court issued general obligation bonds during the spring of 2023. The proceeds will be used for permanent public improvements, including designing, acquiring, constructing, improving, and maintaining roads, bridges, and highways within Brazos County.

There is \$11.3 million set aside for the On System Roads – TxDOT projects for improvements.

\$5 million has been set aside for the Off System Road project to improve County roads.

- **Certificate of Obligations 2023:** The Commissioner’s Court issued certificate of obligations during the spring of 2023. The proceeds will be used for design, planning, acquisition, construction, furnishing, renovation and equipping public property and designated infrastructure and for other public purposes, specifically being improvements to the existing County Administration Building; the County Courthouse, the existing County Bisd Building (including parking lot renovations) for public defender offices and other administrative services; the Brazos County Dispatch and Emergency Operations Center; County Sheriff Department facilities including a central receiving and storage facility.

Included is \$69.4 million for the construction of 101 North Building.

- **General Capital Improvements:** In 1994 The Commissioners’ Court established a separate fund to provide accountability for the purchase of specific equipment to support departmental needs and to replace existing equipment as it wears down. During the capital improvement process, departments submit requests for funding for the next fiscal year and an additional 4-year projection of additional projects. Each of these requests are reviewed, evaluated, and prioritized. The following are highlights of the projects to be funded.

Included is \$535,182 for the remodel of 2619 West Highway 21 building (Old Agriculture Extension Building)

\$2.2 million is set aside for Road and Bridge Renovations.

A total of \$2.8 million has been set aside under the direction of the Commissioners' Court. Of this amount, the following projects are funded: \$50,000 is allocated for the Parking Garage Camera Conversion or Replacement; \$51,768 is designated for the agenda software upgrade; \$200,000 is reserved for software projects; and \$500,000 is earmarked for the 2504 Kent Street Design. The remaining \$2 million is held in contingency to address emergencies and unforeseen needs, such as cost inflation on current projects, replacement of patrol vehicles or Road and Bridge equipment due to damage or accidents, and unexpected building maintenance that was not anticipated at the time the annual budget was adopted.

Fleet Shop – Light Equipment was appropriated \$800,00 for the purchase of replacement vehicles and equipment.

Included is \$2.4 million for Log Management, Opkey Automated Oracle Fusion Cloud Testing, 911 CAD Upgrade, VoIP Phone System Replacement and Radio Replacement. Additional funding has also been set aside in the general fund to address ongoing maintenance of computer related security, hardware, and software.

Project Management was appropriated for \$38,000 for additional vehicle.

\$8,875 was set aside for additional Turf Maintenance Mower and \$40,000 to replacement fence at the Facilities Services Shop on Hwy 21. Additional funding has also been set aside in the general fund to address ongoing maintenance of buildings and equipment.

\$18.5 million is set aside for the County Administration Building Renovation Project.

Sheriff Office was appropriated \$49,000 for the Public Safety Camera System.

\$13,122 was set aside to replace a hot water pressure washer and to purchase a procedure chair for Jail Administration.

Jail Correctional Medicine Division was appropriated for \$8,000 for a Medication Inventory Management System.

\$150,000 is set aside for the Juvenile Expansion Project.

\$17,500 was set aside for the CEOC Uninterruptable Power Supply Replacement.

County Agriculture Extension was appropriated \$50,000 for design of a Group/Club Storage Building.

\$222,000 has been set aside for Road and Bridge which consists of a Shoulder UP Attachment in the amount of \$74,000 and for an Herbicide Truck in the amount of \$148,000.

Total amount that is allocated in the General Capital Improvement Fund is \$27,933,975.

Because many County-owned facilities are between 25 and 50 years old, careful evaluation of both interior and exterior conditions remains essential to maintaining structural integrity. The County's commitment to upgrading and preserving existing facilities continues to be a primary focus of the Capital Improvement Program.

The Brazos County Commissioners Court extends its appreciation to County staff for their diligent work in documenting and compiling data that has allowed for the development of a comprehensive project database, enhancing the efficiency and effectiveness of the CIP process.

Introduction

The Brazos County's Capital Improvement Program (CIP) has been developed to further the County's commitment to the citizens of Brazos County. This program works to meet today's infrastructure needs as well as those of the future. From work on the replacement of the financial system software to more visible projects, such as the Brazos County Courthouse or major Road and Bridge equipment, the five-year CIP addresses the needs of the County through a comprehensive approach that ensures efficient use of public funds.

The CIP is a long-range plan that identifies capital projects, provides a planning schedule, and identifies options for the financing plan. The program provides a link between the County's comprehensive plan, the annual budget, and the five-year financial forecast. This organizational approach to planning projects should extend beyond the production of a document alone. A centralized CIP is an opportunity to foster cooperation among departments and inform other governmental entities and rating agencies of the County's priorities and future. The process of developing a CIP should solidify the support of the citizens of Brazos County and the County's commitment to carrying out these programs. By going beyond the production of a document, the process and development of a long-term capital improvement program can realize the following benefits:

Focus attention on community goals and needs. Capital projects can be brought into line with the County's objectives, allowing projects to be prioritized based on need. Furthermore, the CIP can be used as an effective tool for achieving the goals set forth by the Commissioners Court.

Allow for an informed public. The CIP keeps the public informed about the future capital investment plans of the County and allows them to play a more active role in the process.

Encourage more efficient program administration. By enhancing the level of communication among the various departments implementing capital improvement projects, the County can better coordinate efforts, avoiding duplication of efforts and potential conflicts. Work can be more effectively scheduled and available personnel and equipment can be better utilized when it is known in advance what, when, and where projects will be undertaken.

Identify the most economically sound means of funding projects. Through proper planning, the need for bond issues or other revenue production measures can be foreseen and action can be taken before the need becomes so critical that emergency financing measures are required. By fiscally identifying all five-years of the CIP, the County can identify projects without a viable funding source easily and work to put in place sources of funding.

Enhance the County's credit rating. Dramatic changes in the tax structure and bonded indebtedness can be avoided with proper planning that allows the County to minimize the impact of capital improvement projects. By keeping planned projects within the financial capabilities of the County, we can preserve our credit rating and make the County more attractive to business and industry.

Help to plan for future debt issues. The five-year CIP is a key tool in planning for future issuance of debt, such as certificates of obligation, or identifying projects for a future general obligation bond referendum.

Define the impact of master plans and studies. Based on history, the master plans conducted by the County help identify the path forward and define the direction for each discipline, whether it is thoroughfare planning, facility planning or equipment replacement planning. Through proper coordination the necessary planning will lead to successful endeavors as the County grows and the improvements identified become a necessity.

CIP Development Process

Brazos County is committed to developing a formal Capital Improvement Program (CIP). This program will identify the major capital needs for the county for the next five to ten years and will provide a plan for funding present and future projects for roads, infrastructure, major repairs and upgrades to county facilities and the replacement of capital equipment including technological enhancements.

The departments must submit a capital improvement project request to the Budget Officer during budget preparation to review.

The Budget Officer and County Auditor will consider the feasibility of all proposed capital projects submitted by County departments. They will evaluate their necessity, priority, location, and cost

and will recommend methods of financing the various projects. Priority will be given to projects of a life-safety nature.

Capital Improvement Projects will include the project description and scope, purpose and needs assessment along with operating budget impact, and revenue or cost savings efficiency factors. All approved projects will be required to have a method of financing to include all funding sources.

Upon completion and adoption, the Capital Improvement Program will become the guide for the Commissioners Court, Budget Officer, County Auditor, and County departments with respect to bond sales and the annual budgeting process. The Commissioners Court takes the final action of adopting the capital budget.

Only projects approved by Commissioners Court as part of the budget process will be considered as an approved project. All subsequent year estimates are for planning purposes only and will be reevaluated at the end of each year's budget process. The formal Capital Improvement Program is approved by the Commissioners Court. This document provides the scope and history of the project as well as cost.

All projects will be categorized by priority using the criteria listed below:

- Immediate – Projects are in progress or expected to be started within one year.
- Short-Term – Projects are expected to start within the next 2-3 years.
- Long Term – Projects are expected to begin within the next 4-5 years.
- Future Projects – Projects are anticipated, but not scheduled within a 5-year planning period.

The County's legal limits on debt are stated in the Constitution of the State of Texas, Article 3, and Section 52. It says that upon a vote of the voting qualified voters of the county, the County may issue bonds or otherwise lend its credit in any amount not to exceed one-fourth of the assessed valuation of the real property of the County. The County must set up a sinking fund and levy and collect taxes to pay the interest and principal of the annual required debt service until the debt is retired.

The County relies on the advice of a professional outside financial advisor and its own professional staff about when it is advisable to issue new debt. A guiding principle on the issuance of new debt is the desire of the County to continue to maintain a good bond rating.



Project Management Checklist

Getting Started

- Develop a business case for the project
- Make sure the project fits the County priorities
- Overview any key risks avoiding details
- Identify all concerned in the project
- Consult Budget Office for funding source (s)
- Get the project case approved by Commissioners Court

Defining the Project

- Write project definition statement
- Send project definition statement to all concerned
- Define areas to be included in the project scope
- Describe what each person does in the project
- Specify responsibility of each project team member
- Think who should be included in the project team
- Ensure each team member has the skills required for the specific project
- Form a group of project managers or coordinators
- Hold a meeting with all concerned

Planning the Project

- Create a project planning checklist
- List all the activities in work breakdown structure
- Group tasks under different category headings
- Write down dependencies of all activities
- Estimate how much time each activity will take
- Identify activities that must be completed by the due date
- Prioritize planned activities
- Make a communication plan and communicate it with all concerned
- Carry out a full risk analysis
- Appoint a team member to manage each risk
- Filter your project for slipping tasks
- Create a chart to monitor the project progress
- Make a milestone plan for the stages of the project
- Check the project by the milestone dates
- Set a realistic deadline for the project

Monitoring the Project

- Agree monitoring and reviewing process with Commissioners Court
- Decide on how and what will be monitored in the project

- Keep records of the project
- Chose the type of control that is needed
- Agree monitoring and approving changes with Commissioners Court
- Have a formal approval from County Judge before action change
- Appoint someone to be responsible for the project quality
- Review the project quality with the requesting department
- Make sure someone can sanction changes in the event of County Judges' absence
- Set an agenda for project meetings to review progress
- Define action points against each item on the agenda
- Review the items on the critical path
- Report if the cost or time limit exceeded
- Report progress at the end of each stage of the project
- Monitor issues that may be causing concern

Closing the Project

- Set a date for a post project review meeting
- Invite Commissioners Court Members/Elected Officials and Department Heads
- Consider debriefing the project team at the meeting
- Check whether you have the same results as in the original plan
- Check budget, quality requirements and deadline meetings
- Make a list of unfinished tasks
- Write final project report and share it with all concerned
- Inform all involved in the project about its close or completion
- Thank all project contributors
- Celebrate the completion with your team members



Fund Summary



BRAZOS COUNTY, TEXAS

ADOPTED FY 2026 CAPITAL IMPROVEMENT PLAN SUMMARIZED BY FUND

Fund 43200 - Certifications of Obligation 2020	FY 22 Adopted	FY 23 Adopted	FY 24 Adopted	FY 25 Adopted	FY 26 Adopted	2026-2027	2027-2028	2028-2029	2029-2030
Commissioner's Court - Contingency - 11001500	\$ -	\$ 987,592	\$ 3,038,134	\$ 782,000	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Services Building - 63432000	\$ 135,000	\$ 340,543	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Former Ag Ext. Renovations - 63432010	\$ -	\$ -	\$ 300,000	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -
R&B Renovations - 63432020	\$ -	\$ -	\$ 2,500,000	\$ 2,400,000	\$ -	\$ -	\$ -	\$ -	\$ -
Jail Kitchen Expansion - 63432100	\$ 1,582,000	\$ 554,310	\$ 941,419	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -
Roof Repair Information Technology - 63432140	\$ 148,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Roof Repair Facility Services - 63432170	\$ -	\$ -	\$ 215,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Roof Repair Sheriff's Office - 63432280	\$ -	\$ 523,833	\$ 272,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Roof Repair Jail - 63432282	\$ 1,393,000	\$ 2,181,027	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
JP & Constable #1 Building - 63432300	\$ 3,250,000	\$ 2,000,000	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Roof Repair Constable Pct #3 - 63432303	\$ -	\$ 60,525	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Roof Repair Juvenile - 63432310	\$ -	\$ 559,952	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hail Repair - 63432400	\$ 5,000,000	\$ 1,468,385	\$ 921,947	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Roof Repair Road and Bridge - 63432560	\$ -	\$ 304,814	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Roads - 63432600	\$ 2,600,000	\$ 2,970,000	\$ -	\$ 2,300,000	\$ 1,754,759	\$ -	\$ -	\$ -	\$ -
R & B Heavy Equipment - 63432700	\$ 860,000	\$ 284,019	\$ 330,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fund 43200 Total	\$ 14,968,750	\$ 12,235,000	\$ 8,520,000	\$ 6,082,000	\$ 1,754,759	\$ -	\$ -	\$ -	\$ -

Fund 43230 - On System Road Bond - TXDOT	FY 22 Adopted	FY 23 Adopted	FY 24 Adopted	FY 25 Adopted	FY 26 Adopted	2026-2027	2027-2028	2028-2029	2029-2030
Inner Loop East - 63432304	\$ -	\$ -	\$ 3,110,594	\$ 9,621,000	\$ -	\$ -	\$ -	\$ -	\$ -
Rellis - 63432305	\$ -	\$ -	\$ 747,273	\$ 2,596,000	\$ 1,135,941	\$ -	\$ -	\$ -	\$ -
Leonard Road - 63432306	\$ -	\$ -	\$ 3,985,458	\$ 1,739,000	\$ 1,060,087	\$ -	\$ -	\$ -	\$ -
North 2818 - 63432307	\$ -	\$ -	\$ 1,494,547	\$ 2,353,000	\$ -	\$ -	\$ -	\$ -	\$ -
Bush/Wellborn - 63432308	\$ -	\$ -	\$ 3,736,367	\$ -	\$ 8,678,216	\$ -	\$ -	\$ -	\$ -
William D. Fitch - 63432309	\$ -	\$ -	\$ 3,985,758	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Harvey Road - 63432311	\$ -	\$ -	\$ 2,740,003	\$ 1,029,000	\$ 826,185	\$ -	\$ -	\$ -	\$ -
Fund 43230 Total	\$ -	\$ -	\$ 19,800,000	\$ 17,338,000	\$ 11,700,429	\$ -	\$ -	\$ -	\$ -

BRAZOS COUNTY, TEXAS
ADOPTED FY 2026 CAPITAL IMPROVEMENT PLAN
SUMMARIZED BY FUND

Fund 43231 - Off System Road Bond	FY 22 Adopted	FY 23 Adopted	FY 24 Adopted	FY 25 Adopted	FY 26 Adopted	2026-2027	2027-2028	2028-2029	2029-2030
Capital Roads - 63432356	\$ -	\$ -	\$ 10,100,000	\$ 6,051,000	\$ 5,211,031	\$ -	\$ -	\$ -	\$ -
Fund 43231 Total	\$ -	\$ -	\$ 10,100,000	\$ 6,051,000	\$ 5,211,031	\$ -	\$ -	\$ -	\$ -

Fund 43232 - 2023 Certificates of Obligation	FY 22 Adopted	FY 23 Adopted	FY 24 Adopted	FY 25 Adopted	FY 26 Adopted	2026-2027	2027-2028	2028-2029	2029-2030
Sanctuary Renovation - 63432324	\$ -	\$ -	\$ 8,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
North Wing Renovation - 63432325	\$ -	\$ -	\$ 1,908,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
101 North - 63432322	\$ -	\$ -	\$ -	\$ 61,000,000	\$ 69,477,487	\$ -	\$ -	\$ -	\$ -
Fund 43232 Total	\$ -	\$ -	\$ 9,908,000	\$ 61,000,000	\$ 69,477,487	\$ -	\$ -	\$ -	\$ -

Fund 45000 - General Permanent Improvement	FY 22 Adopted	FY 23 Adopted	FY 24 Adopted	FY 25 Adopted	FY 26 Adopted	2026-2027	2027-2028	2028-2029	2029-2030
2619 West Highway 21 Renovations - 63000510	\$ -	\$ -	\$ -	\$ -	\$ 535,182	\$ -	\$ -	\$ -	\$ -
Road and Bridge Renovations - 63000511	\$ -	\$ -	\$ -	\$ -	\$ 2,259,338	\$ -	\$ -	\$ -	\$ -
Capital Projects - Commissioner's Court - 63000500	\$ -	\$ -	\$ 6,162,654	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Judge - 63100001	\$ -	\$ -	\$ 13,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Commissioners' Court - 63110001	\$ 4,735,220	\$ 17,065,246	\$ 13,863,500	\$ 7,000,000	\$ 2,801,768	\$ -	\$ -	\$ -	\$ -
Fleet Maintenance - 63111000	\$ 110,000	\$ 50,000	\$ 74,000	\$ 947,086	\$ 800,000	\$ 1,050,000	\$ 1,100,000	\$ 1,150,000	\$ 1,200,000
Elections Administrator - 63112101	\$ 311,466	\$ -	\$ 40,000	\$ 5,800	\$ -	\$ -	\$ -	\$ -	\$ -
Sanctuary Renovation - 63115000	\$ -	\$ -	\$ -	\$ 8,995,000	\$ -	\$ -	\$ -	\$ -	\$ -
Risk Management - 63125001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tax Office - 63130001	\$ 156,190	\$ -	\$ -	\$ 80,300	\$ -	\$ -	\$ -	\$ -	\$ -
Information Technology - 63140001	\$ 144,320	\$ 1,202,492	\$ 205,276	\$ 461,900	\$ 2,441,190	\$ 1,640,850	\$ 788,570	\$ 255,610	\$ 3,053,930
Project Management - 63145001	\$ -	\$ -	\$ -	\$ -	\$ 38,000	\$ -	\$ -	\$ -	\$ 50,000
Human Resources - 63150001	\$ -	\$ 6,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
North Wing Renovation - 63115100	\$ -	\$ -	\$ -	\$ 1,669,000	\$ -	\$ -	\$ -	\$ -	\$ -
County Auditor - 63160001	\$ 3,200,000	\$ 1,783,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Facilities Services - 63170001	\$ 139,882	\$ 71,000	\$ 436,900	\$ -	\$ 48,875	\$ -	\$ -	\$ -	\$ -
County Attorney - 63180001	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
District Attorney - 63190001	\$ 3,000	\$ 63,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
85th District Court - 63220001	\$ -	\$ 5,202	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
272nd District Court - 63221001	\$ 5,016	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BISD Building Renovation - 63270000	\$ -	\$ -	\$ 9,445,573	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration Building Envelope - 63270000	\$ -	\$ -	\$ -	\$ 6,770,000	\$ 18,500,000	\$ -	\$ -	\$ -	\$ -
Sheriff's Office -Administration - 63280001	\$ 838,378	\$ 1,482,000	\$ 665,057	\$ 1,261,000	\$ 49,000	\$ 34,500	\$ -	\$ -	\$ -
Sheriff's Office - Jail Division - 663280021	\$ 59,240	\$ 183,000	\$ 85,377	\$ 53,200	\$ 13,122	\$ -	\$ -	\$ -	\$ -
Jail Correctional Medicine - 63280021	\$ -	\$ -	\$ -	\$ -	\$ 8,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
Constable Pct. #1 - 63301001	\$ -	\$ 43,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

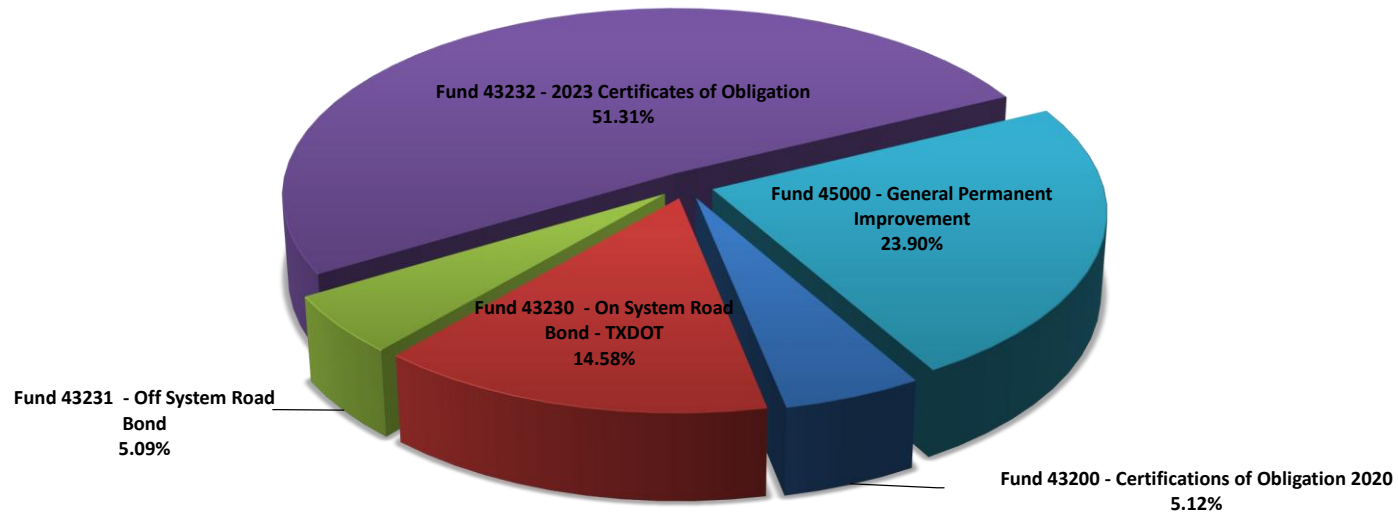
BRAZOS COUNTY, TEXAS

ADOPTED FY 2026 CAPITAL IMPROVEMENT PLAN SUMMARIZED BY FUND

Fund 45000 - General Permanent Improvement	FY 22 Adopted	FY 23 Adopted	FY 24 Adopted	FY 25 Adopted	FY 26 Adopted	2026-2027	2027-2028	2028-2029	2029-2030
Constable Pct. #2 - 63302001	\$ 45,000	\$ 43,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Constable Pct. #3 - 63303001	\$ -	\$ 43,000	\$ 84,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Constable Pct. #4 - 63304001	\$ 45,000	\$ 43,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Juvenile Services - 63310001	\$ -	\$ 16,000	\$ 31,000	\$ 200,000	\$ 150,000	\$ -	\$ -	\$ -	\$ -
Medical Examiner's Building - 63340500	\$ -	\$ -	\$ 4,605,896	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Emergency Management - 63355001	\$ -	\$ -	\$ -	\$ -	\$ 17,500	\$ -	\$ -	\$ -	\$ -
Expo Center - 63360001	\$ 46,000	\$ 78,000	\$ 7,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brazos Center - 63365001	\$ -	\$ 9,760	\$ 44,100	\$ 225,000	\$ -	\$ -	\$ -	\$ -	\$ -
County Agriculture Extension - 63370001	\$ -	\$ -	\$ -	\$ 150,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -
County Records Management - 63500001	\$ -	\$ -	\$ 13,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road & Bridge Equipment - 63560001	\$ 9,922,715	\$ 8,228,000	\$ 492,400	\$ 592,000	\$ 222,000	\$ -	\$ -	\$ -	\$ -
Fund 45000 Total	\$ 19,767,427	\$ 30,415,000	\$ 43,762,133	\$ 28,410,286	\$ 27,933,975	\$ 2,731,350	\$ 1,894,570	\$ 1,411,610	\$ 4,309,930

Total of All Funds	FY 22 Adopted	FY 23 Adopted	FY 24 Adopted	FY 25 Adopted	FY 26 Adopted	2026-2027	2027-2028	2028-2029	2029-2030
Total	\$ 34,736,177	\$ 42,650,000	\$ 92,090,133	\$ 118,881,286	\$ 116,077,681	\$ 2,731,350	\$ 1,894,570	\$ 1,411,610	\$ 4,309,930

FY 26 Capital Improvement Projects By Fund





Certificates of Obligation 2020:

During fall of 2020 Commissioner's Court issued certificates of obligation to purchase, remodel and equip a new Facility Services building, to build an AgriLife building, build a Justice of the Peace Pct. #1 and Constable Pct #1 building, to expand the Jail kitchen, replacement and upgrade hail damaged roofs and equipment, for capital road projects and road heavy equipment.



**BRAZOS COUNTY, TEXAS
ADOPTED FY 2026 CAPITAL IMPROVEMENT PLAN**

					5-Year Fiscal Year Project Planning				
Department	Project Priority	Project Title	Adopted FY 25	Requested 2025-26	Adopted FY 26	2026-27	2027-28	2028-29	2029-30
Roads - Fund 43200 Division 63432600									
		Roads	\$ 2,300,000	\$ 1,754,759	\$ 1,754,759	\$ -	\$ -	\$ -	\$ -
TOTAL			\$ 2,300,000	\$ 1,754,759	\$ 1,754,759	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 84 | 63432600 Road Reconstruction | Submitted Request

Project Summary

	Project Title
63432600 Road Reconstruction	Ferrill Creek Road Reconstruction Project

Project Text

	Input
1. Project Title:	Ferrill Creek Road Reconstruction Project
4. Start Date	Jul 8, 2025
5. End Date	Sep 30, 2026
8. Project Description and Scope	The reconstruction of pavement at Ferrill Creek Road begins at the intersection of FM 974/Tabor Road and Ferrill Creek Road and extends approximately 5,800 LF in the southeast direction along Ferrill Creek Road. The project consists of pavement reconstruction and all associated drainage items. The project also includes the following: 1. Clearing and Grubbing of Right of Way and Easement Areas 2. Pulverization and mixing of existing chip seal pavement and existing base for reclaimed paving section 3. Earthwork – Import fill 4. Earthwork – Haul off 5. Earthwork – Cut/Fill operations 6. Stabilization of reclaimed paving section (per testing lab recommendations) 7. Cement stabilization of base 8. Grading of ditches and roadway 9. Installation of Type R Rock riprap and concrete slope paving 10. Construction of roadway crossing culverts including headwalls and concrete aprons (four (4) locations) 11. Traffic Control, Erosion Control, and SWPPP record keeping 12. Construction of guardrail, end treatments, and mow strips 13. Installation of mailboxes and mailbox turnouts 14. Reconstruction of driveways with new driveway culverts and safety end treatments 15. Installation of roadway signage and pavement markings (two (2) stop bars) 16. Other subsidiary items

Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026

Project 84 | 63432600 Road Reconstruction | Submitted Request

Project Text

	Input
9. Purpose and Need Including Efficiencies and Savings	The purpose of the Ferrill Creek Road reconstruction project is to restore and improve the structural integrity, safety, and functionality of a key rural connector in Brazos County. The existing chip seal surface and base have deteriorated significantly due to prolonged exposure to weather, aging infrastructure, and frequent use by heavy farm and local traffic. The roadway experiences poor drainage, shoulder erosion, and surface failure, which pose safety hazards and increase long-term maintenance costs for the County. The need for this project arises from the increasing frequency and cost of temporary repairs, as well as the inability of the existing structure to withstand current and future traffic demands. The scope includes full-depth reconstruction of the pavement and installation of upgraded drainage systems, which are necessary to provide a long-lasting and safe roadway. By reconstructing the pavement and improving drainage infrastructure, Brazos County will realize several key efficiencies and savings: Reduced Maintenance Costs: A stabilized, engineered pavement section and upgraded drainage will significantly reduce the need for repeated patching, grading, and emergency repairs. Improved Safety: Properly graded ditches, culverts, signage, and guardrails will enhance roadway safety for both residents and agricultural vehicles. Long-Term Serviceability: Cement-stabilized base and reclaimed materials will extend pavement life, minimizing future capital expenditures. Operational Efficiency: Reclaiming and reusing the existing pavement and base materials will reduce the need for raw material import, lowering both environmental impact and haul costs. Stormwater Compliance: The inclusion of erosion control and SWPPP measures ensures environmental compliance, reducing the risk of violations and associated penalties. This project is a strategic investment that addresses critical infrastructure needs while achieving cost-effective, sustainable improvements for the County and its residents.
10. History and Current Status	Ferrill Creek Road has served as an important rural roadway in Precinct 2, providing access for local residents, agricultural operations, and emergency services. The road was originally constructed using a chip seal surface over a flexible base, suitable for lower traffic volumes. However, over time, increased traffic—including heavy farm equipment and rural development—has led to accelerated deterioration of the roadway. Repeated patching and surface treatments have proven ineffective in addressing the underlying structural failures and drainage deficiencies. In response to ongoing maintenance concerns and public safety risks, Brazos County Road & Bridge initiated a full assessment of Ferrill Creek Road in 2023. Geotechnical investigations and site evaluations confirmed that a full-depth reconstruction was necessary to restore the road's integrity and performance. Design plans for the reconstruction were completed in early 2024, incorporating updated drainage features, pavement stabilization, and safety enhancements. Utility coordination and preliminary right-of-way preparation have been completed. The project is now shovel-ready, and Brazos County is seeking authorization to advertise for construction bids. Construction is anticipated to begin following contract award and favorable weather conditions, with completion targeted within the 2025 construction season.
11. Project Priority	Priority I: Imperative / Urgent
14. Enter the Purchasing Project ID if available:	CIP 25-593

Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026

Project 84 | 63432600 Road Reconstruction | Submitted Request

Project Estimates

	Project Input						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	Justification
Capital Line 1	1,754,759	-	-	-	-	1,754,759	Ferrill Creek Road Reconstruction
Capital Estimate	1,754,759	-	-	-	-	1,754,759	
Total Project Estimate	1,754,759	-	-	-	-	1,754,759	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
43200 2020 Certificates of Obligation	63432600 Road Reconstruction	80715000 Roads - Capital	1,754,759	-	-	-	-	1,754,759
Total Expenses			\$1,754,759	-	-	-	-	\$1,754,759

General Obligation Bonds, Series 2023 (On System Road Bond – TXDOT and Off System Road Bond):

The Commissioner's Court issued General Obligation Bonds, Series 2023, of \$100 million dollars in the spring of 2023 for permanent public improvements, including designing, acquiring, constructing, improving, and maintaining roads, bridges, and highways within Brazos County, including the acquisition of land and rights-of-way therefor; and the payment of contractual obligations for professional services in connection with such projects.



BRAZOS COUNTY, TEXAS
ADOPTED FY 2026 CAPITAL IMPROVEMENT PLAN

					5-Year Fiscal Year Project Planning				
Department	Project Priority	Project Title	Adopted FY 25	Requested 2025-26	Adopted FY 26	2026-27	2027-28	2028-29	2029-30
On System Road Bond - TXDOT									
		Inner Loop East	\$ 9,621,000	\$ -	\$ -				
		Rellis	\$ 2,596,000	\$ 1,135,941	\$ 1,135,941				
		Leonard Road	\$ 1,739,000	\$ 1,060,087	\$ 1,060,087				
		North 2818	\$ 2,353,000	\$ -	\$ -				
		Bush/Wellborn	\$ -	\$ 8,678,216	\$ 8,678,216				
		William D. Fitch	\$ -	\$ -	\$ -				
		Harvey Road	\$ 1,029,000	\$ 826,185	\$ 826,185				
TOTAL			\$ 17,338,000	\$ 11,700,429	\$ 11,700,429	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 91 | 63432305 RELLIS | Submitted Request

Project Summary

	Project Title
63432305 RELLIS	On System Road Bond - TXDOT
63432306 Leonard Road	On System Road Bond - TXDOT
63432307 North 2818	On System Road Bond - TXDOT
63432308 Bush/Wellborn	On System Road Bond - TXDOT
63432309 William D. Fitch	On System Road Bond - TXDOT
63432311 Harvey Road	On System Road Bond - TXDOT

Project Text

	Input
1. Project Title:	On System Road Bond - TXDOT
8. Project Description and Scope	\$100 million bonds approved by voters in Nov 2022 to provide funding for professional services to get on TxDOT system projects ready for construction. RELLIS - (CIP #23-600-2) Leonard Rd - (CIP #23-600-3) North 2818 - (CIP #23-600-4) Bush/Wellborn- (CIP #23-600-5) William Fitch - (CIP #23-600-6) Harvey Rd - (CIP #23-600-7)
11. Project Priority	Priority I: Imperative / Urgent

Project Estimates

	Project Input						Justification
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	
Capital Line 1	1,135,941	-	-	-	-	1,135,941	Rellis
Capital Line 2	1,060,087	-	-	-	-	1,060,087	Leonard Road
Capital Line 3	0	-	-	-	-	0	North 2818
Capital Line 4	8,678,216	-	-	-	-	8,678,216	Bush/Wellborn
Capital Line 5	0	-	-	-	-	0	William D. Fitch
Capital Line 6	826,185	-	-	-	-	826,185	Harvey Road
Capital Estimate	11,700,429	-	-	-	-	11,700,429	
Total Project Estimate	11,700,429	-	-	-	-	11,700,429	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
43230 On System Road Bond - TXDOT	63432305 RELLIS	71025000 Contract Services	1,135,941	-	-	-	-	1,135,941
	63432306 Leonard Road		1,060,087	-	-	-	-	1,060,087
	63432308 Bush/Wellborn		8,678,216	-	-	-	-	8,678,216

Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026

Project 91 | 63432305 RELLIS | Submitted Request

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
43230 On System Road Bond - TXDOT	63432311 Harvey Road	71025000 Contract Services	826,185	-	-	-	-	826,185
Total Expenses			\$11,700,429	-	-	-	-	\$11,700,429

BRAZOS COUNTY, TEXAS
ADOPTED FY 2026 CAPITAL IMPROVEMENT PLAN

					5-Year Fiscal Year Project Planning				
Department	Project Priority	Project Title	Adopted FY 25	Requested 2025-26	Adopted FY 26	2026-27	2027-28	2028-29	2029-30
Off System Road Bond - TXDOT - 63432356									
		Roads - Capital	\$ 6,051,000	\$ 5,211,031	\$ 5,211,031				
TOTAL			\$ 6,051,000	\$ 5,211,031	\$ 5,211,031	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 83 | 63432356 Road and Bridge | Submitted Request

Project Summary

	Project Title
63432356 Road and Bridge	Old Reliance Road Phase II

Project Text

	Input
1. Project Title:	Old Reliance Road Phase II
4. Start Date	Jul 15, 2025
5. End Date	Sep 30, 2026
8. Project Description and Scope	The reconstruction of pavement Old Reliance Road Phase 2 begins approximately 630 feet south of the intersection of Old Reliance Road and Carrabba Road. From this starting point the project extends to approximately 110 feet north of the intersection of Old Reliance Road and Andert Road. The project consists of approximately 8,180 LF of pavement reconstruction and all associated drainage items. The project also includes the following: 1. Traffic Control, Erosion Control, and SWPPP record keeping 2. Clearing and Grubbing of Right of Way and Easement Areas 3. Pulverizing existing HMAC pavement and existing base for the reclaimed paving section 4. Earthwork – Import fill 5. Earthwork – Haul off 6. Earthwork – Cut/Fill Operations 7. Stabilization of reclaimed asphalt subgrade with cement 8. Grading of ditches and roadway 9. Construction of concrete slope paving 10. Construction of roadway crossing culverts including headwalls and concrete aprons (4 locations) along Old Reliance Road 11. Concrete approaches at the existing bridges (2 locations) 12. Construction of guardrail, end treatments, and mow strips 13. Installation of mailboxes and mailbox turnouts 14. Reconstruction of driveways with new driveway culverts and safety end treatments 15. Installation of roadway signage and pavement markings 16. Other subsidiary items.

Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026

Project 83 | 63432356 Road and Bridge | Submitted Request

Project Text

	Input
9. Purpose and Need Including Efficiencies and Savings	The purpose of the Old Reliance Road Phase 2 reconstruction project is to improve the structural integrity, safety, and longevity of a major rural collector road in Brazos County. This segment of Old Reliance Road has experienced significant pavement deterioration due to age, weather exposure, and increasing traffic volumes—especially from residential growth and agricultural use. The existing roadway exhibits base failures, poor drainage, and surface degradation, making full-depth reconstruction necessary to ensure safe and reliable access for local residents, school traffic, and emergency responders. The need for the project is further supported by the road's strategic role in regional connectivity and its proximity to growing residential subdivisions and future development zones. Spot repairs and surface treatments are no longer sufficient to address the underlying structural and drainage deficiencies, making reconstruction a more cost-effective and permanent solution. The project will yield several key efficiencies and savings: Reduced Lifecycle Maintenance Costs: By stabilizing the subgrade and upgrading the pavement structure, the County will reduce the frequency and cost of future maintenance, such as pothole repairs and surface patching. Drainage and Safety Improvements: New culverts, ditch grading, concrete slope paving, and guardrails will significantly reduce roadside erosion and flooding risk, improving travel safety during and after rain events. Reclaimed Material Use: Pulverizing and reusing the existing pavement and base as part of the new subgrade helps lower material and hauling costs while supporting sustainable construction practices. Improved Serviceability: Cement-stabilized subgrade and new structural base will provide long-term durability, reducing the risk of premature failure under heavy loads. Environmental Compliance: SWPPP measures and erosion controls ensure compliance with stormwater regulations, avoiding potential fines and protecting downstream waterways. This project reflects a proactive investment in infrastructure that supports growth, reduces long-term expenditures, and enhances the safety and functionality of one of the County's key east-west corridors.

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 83 | 63432356 Road and Bridge | Submitted Request

Project Text

	Input
10. History and Current Status	Old Reliance Road serves as a key east-west corridor in northern Brazos County, connecting residential neighborhoods, agricultural properties, and school routes. Over the years, the roadway has seen a steady increase in traffic volumes due to continued residential development in the area, particularly near Carrabba Road and Andert Road. Originally constructed as a chip seal road with minimal drainage infrastructure, the pavement has suffered extensive wear from heavy vehicles, stormwater runoff, and subgrade instability. Phase 1 of the Old Reliance Road improvements was completed in a previous construction cycle to address similar issues along a different segment of the roadway. Phase 2 continues this effort, focusing on the section from approximately 630 feet south of Carrabba Road to 110 feet north of Andert Road—a stretch approximately 8,180 linear feet in length. In 2023, Brazos County conducted roadway condition assessments and preliminary design work for Phase 2. Geotechnical evaluations confirmed the need for full-depth reconstruction and drainage upgrades. Design plans were finalized in early 2024, and utility coordination has been completed. The project is currently in the pre-construction phase, and Brazos County Road & Bridge is seeking authorization to advertise for construction bids. Construction is expected to begin during the 2025 season, pending weather conditions and contractor availability.
11. Project Priority	Priority I: Imperative / Urgent

Project Estimates

	Project Input						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	Justification
Capital Line 1	5,211,031	-	-	-	-	5,211,031	Old Reliance Road Phase II
Capital Estimate	5,211,031	-	-	-	-	5,211,031	
Total Project Estimate	5,211,031	-	-	-	-	5,211,031	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
43231 Off System Road Bond	63432356 Road and Bridge	80715000 Roads - Capital	5,211,031	-	-	-	-	5,211,031
Total Expenses			\$5,211,031	-	-	-	-	\$5,211,031



Certificates of Obligation 2023:

The Commissioner's Court issued Certificates of Obligation of \$10 million dollars the spring of 2023 for the design, planning, acquisition, construction, furnishing, renovation and equipping public property and designated infrastructure and for other public purposes, specifically being improvements to the existing County Administration Building, the County Courthouse, the existing County BISD Building (including parking lot renovations) for public defender offices and other administrative services; the Brazos County Dispatch and Emergency Operations Center; County Sheriff Department facilities including a central receiving and storage facility.



BRAZOS COUNTY, TEXAS
ADOPTED FY 2026 CAPITAL IMPROVEMENT PLAN

					5-Year Fiscal Year Project Planning				
Department	Project Priority	Project Title	Adopted FY 25	Requested 2025-26	Adopted FY 26	2026-27	2027-28	2028-29	2029-30
101 North - Fund 43232 Division 43432325									
		101 North	\$ 61,000,000	\$ 69,477,487	\$ 69,477,487				
TOTAL			\$ 61,000,000	\$ 69,477,487	\$ 69,477,487	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 85 | 63432322 101 North | Submitted Request

Project Summary

	Project Title
63432322 101 North	101 North Building

Project Text

	Input
1. Project Title:	101 North Building
7. Project Type	New
8. Project Description and Scope	This project includes a new building, parking garage, and pedestrian bridge at the 101 N. Texas Ave. site. The current programming plan is for this new building to house the Public Defender's Office, Community Supervision and Corrections Department/Adult Probation, Justice of the Peace - Precinct 4, and Constable - Precinct 4 offices. The site will also include a parking structure for the public and our employees, as well as a pedestrian bridge connecting this new building to the Courthouse at a to-be-determined location. There will be future growth space allocated for each department, and potentially a 4th floor shell space for future use.
9. Purpose and Need Including Efficiencies and Savings	This new building will provide space for several departments in need of it. The Public Defender's Office currently does not have a permanent office location. The JP4/Constable 4 offices are inconveniently located on the 4th floor of the Courthouse. Adult Probation has no room to grow, and we can create some efficiencies in their workflows by re-designing their space. By vacating the spaces that these departments currently occupy, it gives the County some flexibility to pursue additional courtroom space in the courthouse. The pedestrian bridge will allow for the safe crossing of Texas Ave. for the many folks moving back and forth between these two buildings. A 4th floor shell space would allow for a future buildout, and give the County an additional 20,000 square feet in our downtown footprint, which is invaluable as we continue to grow and plan for the future.
10. History and Current Status	This project is currently at 100% Schematic Design in the design process, with a tentative GMP date of 02/2016, and a notice to proceed on 02/16/2025.

Project Estimates

	Project Input						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	Justification
Capital Line 1	69,477,487	-	-	-	-	69,477,487	101 North Building
Capital Estimate	69,477,487	-	-	-	-	69,477,487	
Total Project Estimate	69,477,487	-	-	-	-	69,477,487	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
43232 2023 Certificates of Obligation	63432322 101 North	80100000 Buildings	69,477,487	-	-	-	-	69,477,487
Total Expenses			\$69,477,487	-	-	-	-	\$69,477,487

General Capital Improvements:

The Commissioners' Court in 1994 established a separate fund to provide accountability for the purchase of specific equipment to support departmental needs, and to replace existing equipment as it wears down.



BRAZOS COUNTY, TEXAS
ADOPTED FY 2026 CAPITAL IMPROVEMENT PLAN

					5-Year Fiscal Year Project Planning				
Department	Project Priority	Project Title	Adopted FY 25	Requested 2025-26	Adopted FY 26	2026-27	2027-28	2028-29	2029-30
2619 West Highway 21 Renovations - 63000510									
		2619 West High 21 Renovations (Old Ag Ext. Building)		\$ 535,182	\$ 535,182				
TOTAL			\$ -	\$ 535,182	\$ 535,182	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 87 | 63000510 2619 West Highway 21 Renovations | Submitted Request

Project Summary

	Project Title
63000510 2619 West Highway 21 Renovations	2619 West Highway 21 Renovations (Old Ag Ext. Building) and Road and Bridge Office Building Renovations
63000511 Road & Bridge Renovations	2619 West Highway 21 Renovations (Old Ag Ext. Building) and Road and Bridge Office Building Renovations

Project Text

	Input
1. Project Title:	2619 West Highway 21 Renovations (Old Ag Ext. Building) and Road and Bridge Office Building Renovations
7. Project Type	Replacement
8. Project Description and Scope	New office building for Road and Bridge to include office space, open concept work stations, printing room, restrooms and conference areas, parking, utilities and IT service. The Road and Bridge staff will be moved to the former Agriculture Extension Building during the renovations on the R&B building.
9. Purpose and Need Including Efficiencies and Savings	Upgrading from deteriorating office facility, space for individual offices, better meeting accommodation, space for existing and proposed future staffing to better serve County constituency and function of the Road and Bridge Department.
10. History and Current Status	Office space is limited and out of space. Aged facility with aged HVAC, restrooms, and interior elements.
11. Project Priority	Priority I: Imperative / Urgent

Project Estimates

	Project Input						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	Justification
Capital Line 1	535,182	-	-	-	-	535,182	2619 West High 21 Renovations
Capital Line 2	2,259,338	-	-	-	-	2,259,338	Road and Bridge Renovations
Capital Estimate	2,794,520	-	-	-	-	2,794,520	
Total Project Estimate	2,794,520	-	-	-	-	2,794,520	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63000510 2619 West Highway 21 Renovations	80101000 Building Improvements	535,182	-	-	-	-	535,182
	63000511 Road & Bridge Renovations		2,259,338	-	-	-	-	2,259,338
Total Expenses			\$2,794,520	-	-	-	-	\$2,794,520

BRAZOS COUNTY, TEXAS
ADOPTED FY 2026 CAPITAL IMPROVEMENT PLAN

					5-Year Fiscal Year Project Planning				
Department	Project Priority	Project Title	Adopted FY 25	Requested 2025-26	Adopted FY 26	2026-27	2027-28	2028-29	2029-30
Road and Bridge Renovations - 63000511									
		Road and Bridge Renovations		\$ 2,259,338	\$ 2,259,338				
TOTAL			\$ -	\$ 2,259,338	\$ 2,259,338	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 87 | 63000510 2619 West Highway 21 Renovations | Submitted Request

Project Summary

	Project Title
63000510 2619 West Highway 21 Renovations	2619 West Highway 21 Renovations (Old Ag Ext. Building) and Road and Bridge Office Building Renovations
63000511 Road & Bridge Renovations	2619 West Highway 21 Renovations (Old Ag Ext. Building) and Road and Bridge Office Building Renovations

Project Text

	Input
1. Project Title:	2619 West Highway 21 Renovations (Old Ag Ext. Building) and Road and Bridge Office Building Renovations
7. Project Type	Replacement
8. Project Description and Scope	New office building for Road and Bridge to include office space, open concept work stations, printing room, restrooms and conference areas, parking, utilities and IT service. The Road and Bridge staff will be moved to the former Agriculture Extension Building during the renovations on the R&B building.
9. Purpose and Need Including Efficiencies and Savings	Upgrading from deteriorating office facility, space for individual offices, better meeting accommodation, space for existing and proposed future staffing to better serve County constituency and function of the Road and Bridge Department.
10. History and Current Status	Office space is limited and out of space. Aged facility with aged HVAC, restrooms, and interior elements.
11. Project Priority	Priority I: Imperative / Urgent

Project Estimates

	Project Input						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	Justification
Capital Line 1	535,182	-	-	-	-	535,182	2619 West High 21 Renovations
Capital Line 2	2,259,338	-	-	-	-	2,259,338	Road and Bridge Renovations
Capital Estimate	2,794,520	-	-	-	-	2,794,520	
Total Project Estimate	2,794,520	-	-	-	-	2,794,520	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63000510 2619 West Highway 21 Renovations	80101000 Building Improvements	535,182	-	-	-	-	535,182
	63000511 Road & Bridge Renovations		2,259,338	-	-	-	-	2,259,338
Total Expenses			\$2,794,520	-	-	-	-	\$2,794,520

BRAZOS COUNTY, TEXAS
ADOPTED FY 2026 CAPITAL IMPROVEMENT PLAN

					5-Year Fiscal Year Project Planning				
Department	Project Priority	Project Title	Adopted FY 25	Requested 2025-26	Adopted FY 26	2026-27	2027-28	2028-29	2029-30
Commissioners' Court - 63110001									
		Contingency	\$ 1,945,000	\$ 2,000,000	\$ 2,000,000				
		Agenda Software Upgrade	\$ 55,000	\$ 51,768	\$ 51,768				
		Central Receiving Building and Office Space- Ashford Hills	\$ 5,000,000	\$ 10,000,000					
		Brazos County Emergency Communication District Remodel Design - 2504 Kent St		\$ 500,000	\$ 500,000				
		Software Projects (Fleet, R&B, Facilities Services and Records Management)			\$ 200,000				
		Parking Garage Camera Conversion or Replacement			\$ 50,000				
TOTAL			\$ 7,000,000	\$ 12,551,768	\$ 2,801,768	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 45 | 63110001 Commissioners' Court - Capital | Submitted Request

Project Summary

	Project Title
63110001 Commissioners' Court - Capital	Parking Garage Camera Replacement or Conversion

Project Text

	Input
1. Project Title:	Parking Garage Camera Replacement or Conversion
2. Project Manager	Jesse Brown
3. Project Sponsor	Leslie Contreras
4. Start Date	Oct 1, 2025
5. End Date	May 30, 2026
6. Submitted Date	Mar 7, 2025
7. Project Type	Replacement
8. Project Description and Scope	This project is requesting complete replacement of all existing cameras in the Roy Kelly Parking Garage along with adding cameras to cover areas that are not currently covered. All new cameras will then be able to be added and recorded by the County's unified Video Management System (VMS).
9. Purpose and Need Including Efficiencies and Savings	The purpose of this project is to get all the existing cameras on the County's unified VMS system, replace aging cameras that are blurry or are no longer working, as well as install additional cameras into areas where there is currently no surveillance coverage. The current cameras at the parking garage are recorded locally only. This exposes the County to risk in that they cannot be viewed live or checked routinely. When incidents occur in the Parking Garage, it will require someone to physically go to the Parking Garage to try and retrieve the video from the standalone system. Any video that must be pulled from the system will have to be burned directly from the system to a DVD. According to the parking garage staff they have unexpectedly lost the signal on various cameras, and they are unable to pull new wiring through the existing conduits to get new cameras installed. Parking garage staff believe the settling of the structure has pinched the cables and/or conduits. Also, due to the structure settling, existing conduit cannot be utilized, new conduit will need to be installed.
10. History and Current Status	Brazos County is assuming the operations of the parking garage from the Brazos Transit District in April of 2025 and most of the existing cameras in the garage were installed when the parking garage was built in 2012. The cameras and recording system are antiquated, failing, and need to be replaced.
11. Project Priority	Priority I: Imperative / Urgent
13. Select Requesting Department	125000 Risk Management

Project Estimates

	Project Input						Justification
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	
Capital Line 1	50,000	-	-	-	-	50,000	Project Review
Capital Line 2	-	163,070	-	-	-	163,070	New Cameras, Hexagon Licenses and Conduit
Capital Line 3	-	65,360	-	-	-	65,360	Camera & Conduit installation Labor
Capital Line 4	-	5,320	-	-	-	5,320	Fiber Installation Labor

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 45 | 63110001 Commissioners' Court - Capital | Submitted Request

Project Estimates

	Project Input						Justification
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	
Capital Line 5	-	31,580	-	-	-	31,580	Switches, Automatic Transfer Switch (ATS), Uninterruptible Power Supply (UPS), and Fiber Parts
Capital Line 6	-	15,330	-	-	-	15,330	3 Year On-Site Warranty
Capital Line 7	-	2,380	-	-	-	2,380	Hexagon VMS Annual Support Licensing (70 cameras)
Capital Estimate	50,000	283,040	-	-	-	333,040	
Operating Line 1	-	2,380	2,380	2,380	2,380	9,520	Hexagon VMS Annual Support Licensing (70 cameras)
Operating Estimate	-	2,380	2,380	2,380	2,380	9,520	
Total Project Estimate	50,000	285,420	2,380	2,380	2,380	342,560	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63110001 Commissioners' Court - Capital	80205000 Computer - Network Costs	50,000	283,040	-	-	-	333,040
Total Expenses			\$50,000	\$283,040	-	-	-	\$333,040

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 82 | 11000100 Commissioners Court - Administration | Submitted Request

Project Summary

	Project Title
11000100 Commissioners Court - Administration	Commissioner's Court - Agenda Software Upgrade
63110001 Commissioners' Court - Capital	Commissioner's Court - Agenda Software Upgrade

Project Text

	Input
1. Project Title:	Commissioner's Court - Agenda Software Upgrade
2. Project Manager	Trevor Lansdown
3. Project Sponsor	Marsha Anderson
4. Start Date	Oct 1, 2024
5. End Date	Dec 31, 2025
6. Submitted Date	May 17, 2024
7. Project Type	Replacement
8. Project Description and Scope	Upgrade to NovusAgenda Software used to create electronic agendas for all meeting types and to meet the need of Commissioners Court and the public. The newest version of the software supports voting via iPad, so this cost includes an iPad for each court member and the cellular costs associated with those iPads.
9. Purpose and Need Including Efficiencies and Savings	Mandatory requirement for publication of all meeting types for Commissioners Court members. This allows availability for viewing prior to the meeting for the court and the public.
10. History and Current Status	The current agenda software is being discontinued by the manufacturer. The end of support for the software by the manufacturer means this must be replaced. That end of support date is October 31st, 2024. The end of life date for the software is September 30th, 2025.
11. Project Priority	Priority I: Imperative / Urgent

Project Estimates

	Project Input						Justification
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	
Capital Line 1	51,768	-	-	-	-	51,768	Software Upgrade and iPads
Capital Estimate	51,768	-	-	-	-	51,768	
Operating Line 1	-	52,000	54,000	56,000	58,000	220,000	Ongoing Subscription Fees
Operating Line 2	1,800	1,800	1,800	1,800	1,800	9,000	Cellular Plan for iPads
Operating Estimate	1,800	53,800	55,800	57,800	59,800	229,000	
Total Project Estimate	53,568	53,800	55,800	57,800	59,800	280,768	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
01000 General Fund	11000100 Commissioners Court - Administration	61750000 Telephone/Data - Cellular	1,800	1,800	1,800	1,800	1,800	9,000

Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026

Project 82 | 11000100 Commissioners Court - Administration | Submitted Request

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
01000 General Fund	11000100 Commissioners Court - Administration	71020010 SBITA - Principal	-	52,000	54,000	56,000	58,000	220,000
45000 Capital Improvement Fund	63110001 Commissioners' Court - Capital	80212000 Software - Subscription	51,768	-	-	-	-	51,768
Total Expenses			\$53,568	\$53,800	\$55,800	\$57,800	\$59,800	\$280,768

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 93 | 63110001 Commissioners' Court - Capital | Submitted Request

Project Summary

	Project Title
63110001 Commissioners' Court - Capital	Department Software

Project Text

	Input
1. Project Title:	Department Software
8. Project Description and Scope	To review requested software for the following departments: Fleet, Road & Bridge, Facilities Services and Records Management

Project Estimates

	Project Input						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	Justification
Capital Line 1	200,000	-	-	-	-	200,000	Department Software Review
Capital Estimate	200,000	-	-	-	-	200,000	
Total Project Estimate	200,000	-	-	-	-	200,000	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63110001 Commissioners' Court - Capital	80211000 Computer - Software	200,000	-	-	-	-	200,000
Total Expenses			\$200,000	-	-	-	-	\$200,000

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 80 | 63110001 Commissioners' Court - Capital | Submitted Request

Project Summary

	Project Title
63110001 Commissioners' Court - Capital	Brazos County Emergency Communications District Remodel Design - 2504 Kent St.

Project Text

	Input
1. Project Title:	Brazos County Emergency Communications District Remodel Design - 2504 Kent St.
2. Project Manager	Trevor Lansdown
3. Project Sponsor	Commissioner's Court
4. Start Date	Nov 1, 2025
5. End Date	Sep 30, 2025
6. Submitted Date	Mar 19, 2025
7. Project Type	New
8. Project Description and Scope	This project will include the architectural, engineering, and commissioning services required to fully design the remodel of the County's property and structure located at 2504 Kent St. in Bryan. This is slated to be the new primary operating location for the Brazos County Emergency Communications District.
9. Purpose and Need Including Efficiencies and Savings	The facility on Kent Street will house the offices of Brazos County 9-1-1 and will include space for a multi-jurisdictional Emergency Communications Center (ECC) for Brazos County and the City of Bryan. The dispatch facility will answer and process calls for service for the following public safety entities: • City of Bryan Police Department • City of Bryan Fire Department • City of Bryan Animal Control • Brazos County Sherriff's Office • South Brazos Fire Department • Precinct 2 VFD • Precinct 3 VFD • Precinct 4 VFD • Precinct 1 Constable's Office • Precinct 2 Constable's Office • Precinct 3 Constable's Office • Precinct 4 Constable's Office In addition to housing the 24/7 dispatch center, it will provide space for the administrative, technical, and support staff needed to operate and maintain the 9-1-1 system in Brazos County. This will include, offices, meeting rooms, training rooms, and data centers, along with restrooms, breakrooms, and a kitchen area needed to support staff members. The facility will also include a secure parking area to ensure the safety of our employees and visitors. Efficiencies are gained by combining the dispatch operation of 12 separate public safety agencies with the administrative and technical operations of the Brazos County 9-1-1 District. Multiple agencies are able to share the cost of the building and eliminate the need to pay for, and maintain, separate facilities. This includes not only sharing the physical space, but also allows for the use of shared IT infrastructure, and a streamlined management structure, which provides a cost savings to all of the participating agencies. In addition to providing financial efficiency, this model also enhances our abilities from an operational perspective, allowing for better inter-agency communication, a large pool of cross-trained dispatchers, and a single point of contact for the public.

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 80 | 63110001 Commissioners' Court - Capital | Submitted Request

Project Text

	Input
10. History and Current Status	The agencies referenced above currently operate out of 8,000 square feet of leased space at 101 Regent Avenue. The Brazos County 9-1-1 District has leased this space since 1989 and has expanded our footprint over that time to include the entire 3rd floor of Frontier's Bryan Main Central Office. The age and design of the building present several challenges to our current operation. The population of Brazos County has doubled since first moving into our existing space and the combined ECC has grown with that population. The facility included 5 dispatch workstations in 1989, but that figure today has grown to 12 workstations, which include over 35 computers and 75 screens. The space requirements for a modern dispatch console have grown significantly over the past three decades. Our current dispatch desks do not allow for easy access to equipment and lack sufficient air circulation. Space in our data center has also reached its limit with no additional room for growth. We also lack sufficient meeting space and have no room to add additional office space. The physical plant at our current location is beginning to show its age. The building dates back to the 1960's and the HVAC system, elevator, and generator have all exhibited signs of declining performance in recent years. This includes a period of over 3 months without a functioning elevator in 2024. Our current space was originally designed to house telephone equipment, not personnel. The HVAC, in turn, was not designed in a way to provide zoned heating and cooling and it is often difficult to balance the cooling needs of our data center and staff members simultaneously. A temporary generator has been brought on-site and staged in the back parking lot due to chronic reliability issues with the primary unit located in the basement of our building. In addition to the age of the building, it also lacks many of the basic amenities expected in a modern office building. There is no secure parking, which is not acceptable for a 24/7 public safety operation. We also have a limited number of restrooms and a lack of physical security within our leased space. Finally, the building itself does not comply with ADA regulations. A set of 8 steps must be navigated to reach the 1st floor elevator landing. A newly remodeled facility at 2504 Kent Street can address all of these current needs while providing space for future growth.
11. Project Priority	Priority I: Imperative / Urgent
13. Select Requesting Department	145000 Project Management

Project Estimates

	Project Input						Justification
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	
Capital Line 1	500,000	-	-	-	-	500,000	Architecture / Engineering Fees
Capital Estimate	500,000	-	-	-	-	500,000	
Total Project Estimate	500,000	-	-	-	-	500,000	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63110001 Commissioners' Court - Capital	80101000 Building Improvements	500,000	-	-	-	-	500,000
Total Expenses			\$500,000	-	-	-	-	\$500,000

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 77 | 63110001 Commissioners' Court - Capital | Submitted Request

Project Summary

	Project Title
63110001 Commissioners' Court - Capital	Commissioner's Court Contingency

Project Text

	Input
1. Project Title:	Commissioner's Court Contingency
8. Project Description and Scope	Items that will be purchased on a need/emergency basis during the fiscal year.
9. Purpose and Need Including Efficiencies and Savings	During each fiscal year, emergencies arise, such as, equipment and/or roads that fail, which must be replaced/fixed for the safety and health of the public.
10. History and Current Status	During FY 2025 several projects were funded as a need basis. This funding is for unplanned equipment replacement or unplanned needs which arise during the fiscal year.
11. Project Priority	Priority I: Imperative / Urgent
13. Select Requesting Department	105000 Budget Office

Project Estimates

	Project Input						Justification
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	
Capital Line 1	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000	Contingency
Capital Estimate	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000	
Total Project Estimate	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63110001 Commissioners' Court - Capital	61130000 Contingency	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000
Total Expenses			\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000,000

BRAZOS COUNTY, TEXAS
ADOPTED FY 2026 CAPITAL IMPROVEMENT PLAN

					5-Year Fiscal Year Project Planning				
Department	Project Priority	Project Title	Adopted FY 25	Requested 2025-26	Adopted FY 26	2026-27	2027-28	2028-29	2029-30
Fleet Maintenance Service - 63111000									
		Fleet Vehicle Replacement and Equipment	\$ 947,086	\$ 812,750	\$ 800,000	\$ 1,050,000	\$ 1,100,000	\$ 1,150,000	\$ 1,200,000
		Fleetio Software		\$ 46,020					
TOTAL			\$ 947,086	\$ 858,770	\$ 800,000	\$ 1,050,000	\$ 1,100,000	\$ 1,150,000	\$ 1,200,000

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 7 | 63111000 Fleet Shop-Light Equipment - Capital | Submitted Request

Project Summary

	Project Title
63111000 Fleet Shop-Light Equipment - Capital	Fleet Services - Replacement Vehicles

Project Text

	Input
1. Project Title:	Fleet Services - Replacement Vehicles
2. Project Manager	Ken Chadwick
3. Project Sponsor	Commissioner's Court
4. Start Date	Oct 1, 2025
5. End Date	Sep 30, 2026
6. Submitted Date	Feb 27, 2025
7. Project Type	Replacement
8. Project Description and Scope	Funds will be used for vehicles that will be purchased on an as need/emergency basis during the fiscal year.
11. Project Priority	Priority I: Imperative / Urgent

Project Estimates

	Project Input						Justification
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	
Capital Line 1	800,000	-	-	-	-	800,000	Order the following vehicles and equipment for: (3) 1/2 Ton Trucks, (3) 3/4 Ton Trucks, (4) Patrol Unites in Silver
Capital Estimate	800,000	-	-	-	-	800,000	
Total Project Estimate	800,000	-	-	-	-	800,000	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63111000 Fleet Shop-Light Equipment - Capital	80890000 Vehicles	800,000	-	-	-	-	800,000
Total Expenses			\$800,000	-	-	-	-	\$800,000

BRAZOS COUNTY, TEXAS
ADOPTED FY 2026 CAPITAL IMPROVEMENT PLAN

					5-Year Fiscal Year Project Planning				
Department	Project Priority	Project Title	Adopted FY 25	Requested 2025-26	Adopted FY 26	2026-27	2027-28	2028-29	2029-30
Information Technology - 63140001									
		IT-Courthouse Digital Signage	\$ 119,500						
		Production Server Refresh	\$ 21,600				\$ 44,960	\$ 1,800	
		IT - SAN Refresh	\$ 280,200				\$ 8,000	\$ 8,000	
		IT - UPS Refurbish - IT Data Center	\$ 40,600						
		IT - VoIP Phone System Replacement		\$ 230,710	\$ 230,710				
		911 Computer Aided Dispatching (CAD) Upgrade		\$ 180,000	\$ 180,000	\$ 167,690	\$ 87,700	\$ 87,000	\$ 87,000
		Log Management		\$ 29,500	\$ 29,500	\$ 22,000	\$ 22,000	\$ 22,000	\$ 22,000
		Opkey Automated Oracle Fusion Cloud Testin		\$ 86,200	\$ 86,200	\$ 81,200	\$ 81,200	\$ 81,200	\$ 89,320
		Parking Garage Gates Switch Over		\$ 58,290					
		Associate Misdemeanor Courtroom AV Upgrades		\$ 233,310					
		Associate Family Courtroom AV Upgrades		\$ 230,860					
		Radio Replacement - Law Enforcement County Wide (All P25 BVWACS Radios)		\$ 2,668,330					\$ 1,400,000
		Radio Replacement (multi year) - Law Enforcement County Wide (All P25 BVWACS Radios)		\$ 1,914,780	\$ 1,914,780	\$ 753,550			\$ 1,400,000
		Physical Access Control Upgrade		\$ 143,370					
		472nd Courtroom AV Upgrade					\$ 262,830		
		Associate Felony Court AV Upgrade					\$ 226,270		
		County Court at Law #1 AV Upgrades				\$ 230,860			
		County Court at Law #2 AV Upgrades				\$ 230,860			
		IT Firewall Replacement				\$ 61,100	\$ 34,830	\$ 34,830	\$ 34,830
		Windows Server 2025 Datacenter				\$ 93,590	\$ 20,780	\$ 20,780	\$ 20,780
		TOTAL			\$ 461,900	\$ 5,775,350	\$ 2,441,190	\$ 1,640,850	\$ 788,570

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 50 | 63140001 Information Technology - Capital | Submitted Request

Project Summary

	Project Title
63140001 Information Technology - Capital	Log Management

Project Text

	Input
1. Project Title:	Log Management
2. Project Manager	Colby Boone
3. Project Sponsor	Kevin Joyner
4. Start Date	Nov 1, 2025
5. End Date	Mar 1, 2026
6. Submitted Date	Mar 7, 2025
7. Project Type	Software - Cloud Based
8. Project Description and Scope	This project will implement a log management and aggregation system.
9. Purpose and Need Including Efficiencies and Savings	This project will allow us to organize and sort our logs from numerous important resources into one place. The aggregation will further our security, efficiency, and effectiveness. This project will also help fulfill requirements outlined in sections AU-2 through AU-5 of the FBI's Criminal Justice Information Services (CJIS) Security Policy. Those sections require organizations to be able to track, audit, and retain logs on all systems using CJIS data.
10. History and Current Status	This is a new project submitted in response to a need for log aggregation across our network and the updated CJIS Security Policy version 6.
11. Project Priority	Priority I: Imperative / Urgent
13. Select Requesting Department	140000 Information Technology

Project Estimates

	Project Input						Justification
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	
Capital Line 1	7,500	-	-	-	-	7,500	Graylog Security Onboarding Service
Capital Line 2	22,000	-	-	-	-	22,000	Annual Subscription for 10GB/day Ingest
Capital Estimate	29,500	-	-	-	-	29,500	
Operating Line 1	-	22,000	22,000	22,000	22,000	88,000	Graylog Security Onboarding Service
Operating Estimate	-	22,000	22,000	22,000	22,000	88,000	
Total Project Estimate	29,500	22,000	22,000	22,000	22,000	117,500	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63140001 Information Technology - Capital	80211000 Computer - Software	29,500	-	-	-	-	29,500
Total Expenses			\$29,500	-	-	-	-	\$29,500

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 52 | 63140001 Information Technology - Capital | Submitted Request

Project Summary

	Project Title
63140001 Information Technology - Capital	Opkey Automated Oracle Fusion Cloud Testing

Project Text

	Input
1. Project Title:	Opkey Automated Oracle Fusion Cloud Testing
2. Project Manager	Kathy Pierson
3. Project Sponsor	Kathy Pierson
4. Start Date	Oct 1, 2025
5. End Date	Jan 5, 2026
6. Submitted Date	Mar 7, 2025
7. Project Type	Software - Cloud Based
8. Project Description and Scope	We will implement the Opkey Automated Testing platform for our Oracle Fusion Cloud applications. This project will include: a) identifying critical business processes and workflows in the County's Oracle Fusion Cloud modules that need automated testing; b) creating a library of automated functional, regression, and end-to-end tests; c) using the Opkey Impact Report to help us identify Quarterly Update changes that will require our ERP Application Administration staff to modify existing configurations in preparation for the Quarterly Update on our Production environment; and d) developing a Quarterly Update Plan for keeping our automated tests up-to-date with the latest version of Oracle Fusion Cloud.
9. Purpose and Need Including Efficiencies and Savings	The use of automated testing will improve test coverage, ensuring more comprehensive testing, covering more use cases, workflows, and processes. Automated tests improve accuracy of testing, reduce human error, provide faster feedback during development of new features and configurations, and reduce the risk of defects being introduced to Production. The use of scheduled automated testing, typically performed after hours or over weekends, reduces manual testing efforts, allowing our ERP Application Administrators to focus on other critical tasks. The screenshots that are the products of Validation Reports can be used by the Trainer when preparing Oracle training. Please note that while the focus of this project will be to improve testing for our Oracle Fusion Cloud applications, Opkey can also be used for developing automated test libraries for other Cloud applications, such as ServiceNow.
10. History and Current Status	This is a new project.
11. Project Priority	Priority I: Imperative / Urgent
13. Select Requesting Department	140000 Information Technology

Project Estimates

	Project Input						Justification
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	
Capital Line 1	29,000	-	-	-	-	29,000	Opkey Automation Platform (for up to 5 users, logged in consecutively, each running 2 tests for a total of 10 test executions in parallel)
Capital Line 2	52,200	-	-	-	-	52,200	Oracle Fusion Test Accelerator Bundle

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 52 | 63140001 Information Technology - Capital | Submitted Request

Project Estimates

	Project Input						Justification
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	
Capital Line 3	5,000	-	-	-	-	5,000	Professional Services for Oracle Fusion - Implementation "Quick Start" (one time fee)
Capital Line 4	0	-	-	-	-	0	Training - Online Instructor Led
Capital Line 5	0	-	-	-	-	0	Training - Opkey University
Capital Estimate	86,200	-	-	-	-	86,200	
Operating Line 1	-	29,000	29,000	29,000	31,900	118,900	Opkey Automation Platform (for up to 5 users, logged in consecutively, each running 2 tests for a total of 10 test executions in parallel)
Operating Line 2	-	52,200	52,200	52,200	57,420	214,020	Oracle Fusion Test Accelerator Bundle
Operating Estimate	-	81,200	81,200	81,200	89,320	332,920	
Total Project Estimate	86,200	81,200	81,200	81,200	89,320	419,120	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63140001 Information Technology - Capital	80212000 Software - Subscription	86,200	-	-	-	-	86,200
Total Expenses			\$86,200	-	-	-	-	\$86,200

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 47 | 63140001 Information Technology - Capital | Submitted Request

Project Summary

	Project Title
63140001 Information Technology - Capital	911 CAD Upgrade

Project Text

	Input
1. Project Title:	911 CAD Upgrade
2. Project Manager	City of Bryan
3. Project Sponsor	Billy Melzow
4. Start Date	Oct 1, 2025
5. End Date	Nov 1, 2026
6. Submitted Date	Mar 7, 2025
7. Project Type	Replacement
8. Project Description and Scope	This project will replace the Tiburon Total Command Computer Aided Dispatching (CAD) system used by the Brazos County Emergency Communications District, aka 911 (BC911). It will also replace the mobile interface application running in Brazos County's patrol cars. In addition, the interface between the new CAD system and our Records Management system must be rebuilt (or at least configured).
9. Purpose and Need Including Efficiencies and Savings	The current CAD system is at least 23 years old and BC911 and the City of Bryan both agree that they should strongly consider upgrading. While the vendor (Central Square) has stated they intend to continue supporting it, they have made it clear that they will no longer develop it and will not expand its functionality or features. I believe Brazos County should consider supporting this upgrade.
10. History and Current Status	Budget was notified in FY25 that a CAD Upgrade/CAD Consolidation discussions werer underway and ballpark cost estimates were given, but this is the first year that this has been requested as a CIP. The current CAD system has been in operation since at least 2001. This system has, since its implementation, been licensed and maintained by the City of Bryan. BC911, in turn, has been using this CAD system to provide dispatching services to Brazos County's law enforcement agencies and volunteer fire districts (as well as the City of Bryan's Police and Fire departments). In addition to the costs paid by Brazos County to BC911 for their operations, Brazos County has also paid for a portion of the annual support costs for the CAD. The cost paid each year varies, but has always been calculated as a percentage of the total calls for service in the prior year. For example, if in 2021 Brazos County received 35% of the total calls for service, in 2022 Brazos County would cover 35% of the annual support cost paid to the CAD vendor. In 2024, Brazos County received 40% of the calls for service. Therefore, the forecasted ongoing, annual costs of this project are calculated at 40% of the annual support cost. This value may change each year as Brazos County's calls for service load changes. These costs would be requested each year in the 14000006 Division, 71020000 Account.
11. Project Priority	Priority I: Imperative / Urgent
13. Select Requesting Department	140000 Information Technology

Project Estimates

	Project Input						Justification
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	
Capital Line 1	10,820	-	-	-	-	10,820	Project Implementation Costs: 30% at signing (11/1/25)

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 47 | 63140001 Information Technology - Capital | Submitted Request

Project Estimates

	Project Input						Justification
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	
Capital Line 2	7,210	-	-	-	-	7,210	Project Implementation Costs: 20% at kickoff (3/15/26)
Capital Line 3	5,410	-	-	-	-	5,410	Project Implementation Costs: 15% first training (8/15/26)
Capital Line 4	7,360	7,360	-	-	-	14,720	Project Implementation Costs: Travel (split over life of project)
Capital Line 5	-	10,820	-	-	-	10,820	Project Implementation Costs: 30% at Go Live (11/26)
Capital Line 6	-	1,810	-	-	-	1,810	Project Implementation Costs: 5% Hyper Care (12/26)
Capital Line 7	60,000	60,000	-	-	-	120,000	Hardware - six year life expectancy, per City of Bryan
Capital Line 8	89,200	-	-	-	-	89,200	Enterprise CAD Subscription (annual software support cost)
Capital Estimate	180,000	79,990	-	-	-	259,990	
Operating Line 1	-	87,700	87,700	87,700	87,700	350,800	Enterprise CAD Subscription (annual software support cost)
Operating Estimate	-	87,700	87,700	87,700	87,700	350,800	
Total Project Estimate	180,000	167,690	87,700	87,700	87,700	610,790	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63140001 Information Technology - Capital	80211000 Computer - Software	180,000	79,990	-	-	-	259,990
Total Expenses			\$180,000	\$79,990	-	-	-	\$259,990

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 86 | 63140001 Information Technology - Capital | Submitted Request

Project Summary

	Project Title
63140001 Information Technology - Capital	VoIP Phone System Replacement

Project Text

	Input
1. Project Title:	VoIP Phone System Replacement
2. Project Manager	Matt Wolfe
3. Project Sponsor	Billy Melzow
4. Start Date	Aug 1, 2025
5. End Date	Sep 30, 2026
7. Project Type	Replacement
8. Project Description and Scope	In this project we will be replacing our countywide phone system and desk phones. The proposed solution will be hosted by the chosen provider. Choosing a hosted phone system will allow us to remove a large portion of our Frontier expenses, on-site servers, and some current licensing costs.
9. Purpose and Need Including Efficiencies and Savings	The current phone system is based off a small open-source product that is no longer being developed. This means that we are on the last version of the phone system, and it is no longer receiving updates for newer phones and only critical security updates. The proposed solution will be a major hosted provider which will benefit us in several ways. The system will have 99.9999% uptime, will always be up to date with the most stable software releases. The system will be hosted online so that a desk phone is always available from anywhere with an internet connection. There will be more consistency and support for all our services (dial tone, call quality, faxes, and phone hardware) since they will be hosted by the same provider.
10. History and Current Status	In 2008 we began the process of replacing the Nortel PBX phone system with an open-source VoIP phone system which we supported in-house. After personnel changes and as the open-source system grew in complexity, we moved to a supported version of the same open-source phone system. The phone system is currently stable and working, but when mandatory updates are applied there are usually weeks of troubleshooting to fix problems caused by those updates. These weeks equate to an inconvenience and interruption of service to County employees as well as the public. In FY 19 we went out for RFP solutions for a replacement of the phone system. There were no suitable RFP responses. In FY22 we upgraded our PRI circuits to a SIP circuit which has allowed the County to save money on phone costs, but when moving to a hosted provider we will have the best experience and support if we move our phone numbers to the chosen provider.
11. Project Priority	Priority I: Imperative / Urgent

Project Estimates

	Project Input						Justification
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	
Capital Line 1	80,500	-	-	-	-	80,500	Professional Services and Implementation
Capital Line 2	150,210	-	-	-	-	150,210	Phone Hardware Purchase
Capital Estimate	230,710	-	-	-	-	230,710	
Operating Line 1	-	150,210	150,210	150,210	150,210	600,840	Annual Support

Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026

Project 86 | 63140001 Information Technology - Capital | Submitted Request

Project Estimates

	Project Input						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	Justification
Operating Estimate	-	150,210	150,210	150,210	150,210	600,840	
Total Project Estimate	230,710	150,210	150,210	150,210	150,210	831,550	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63140001 Information Technology - Capital	80286000 Equipment - Other	230,710	-	-	-	-	230,710
Total Expenses			\$230,710	-	-	-	-	\$230,710

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 70 | 63140001 Information Technology - Capital | Submitted Request

Project Summary

	Project Title
63140001 Information Technology - Capital	Radio Replacement (multi year) - Law enforcement county wide(All P25 BVWACS Radios)

Project Text

	Input
1. Project Title:	Radio Replacement (multi year) - Law enforcement county wide(All P25 BVWACS Radios)
2. Project Manager	Caleb Coppinger
3. Project Sponsor	Caleb Coppinger
4. Start Date	Nov 1, 2025
5. End Date	Jul 1, 2026
6. Submitted Date	Mar 7, 2025
7. Project Type	Replacement
8. Project Description and Scope	Replace and upgrade P25 public safety radios for Brazos County.
9. Purpose and Need Including Efficiencies and Savings	This project would upgrade and replace the current APX 6000 series radios with the newest Motorola APX Next Series. This would include 170 APX Next portable(handheld) radios in FY26, 75 N70 portable radios in FY27, and 190 mobile (vehicle or base mounted) radios at a future date. One major goal of this project is to purchase different radio models in the same fiscal year. Radios purchased in different years are sometimes created with new feature sets that are not compatible with past models. This can cause compounding issues regarding maintenance and programming. This is one of the main reasons why it is best to purchase radios close together. This would be a multi-year project.
10. History and Current Status	Currently Brazos County has 409 Motorola APX series radios in operation that were purchased between 2013 and 2017. These radios have around a 7 to 10 year service life. Motorola is already in the planning stages of ending repair and technical support for this series of radios so we will no longer be able to get them repaired in the near future. Project titled "Radio Replacement - Law enforcement county wide (All P25 BVWACS Radios)" was submitted in FY23, again in FY24, and again in FY25. This is the first year we have submitted this mutli-year option as a project.
11. Project Priority	Priority I: Imperative / Urgent
13. Select Requesting Department	140000 Information Technology

Project Estimates

	Project Input						Justification
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	
Capital Line 1	1,471,500	-	-	-	-	1,471,500	170 APXNext portable radios and accessories
Capital Line 2	-	566,200	-	-	-	566,200	75 N70 portable radios radios and accessories
Capital Line 3	-	-	-	-	1,400,000	1,400,000	190 mobile radios and accessories (estimate for future product line)
Capital Line 4	282,240	124,520	-	-	-	406,760	Subscription costs for 5 years(Smartprogramming, Smartconnect, Smartloacte, and Smartmapping)

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 70 | 63140001 Information Technology - Capital | Submitted Request

Project Estimates

	Project Input						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	Justification
Capital Line 5	161,040	62,830	-	-	-	223,870	Hardware warranty for 7 years with accidental damage
Capital Estimate	1,914,780	753,550	-	-	1,400,000	4,068,330	
Total Project Estimate	1,914,780	753,550	-	-	1,400,000	4,068,330	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63140001 Information Technology - Capital	80287000 Equipment - Radios	1,914,780	753,550	-	-	1,400,000	4,068,330
Total Expenses			\$1,914,780	\$753,550	-	-	\$1,400,000	\$4,068,330

**BRAZOS COUNTY, TEXAS
ADOPTED FY 2026 CAPITAL IMPROVEMENT PLAN**

					5-Year Fiscal Year Project Planning				
Department	Project Priority	Project Title	Adopted FY 25	Requested 2025-26	Adopted FY 26	2026-27	2027-28	2028-29	2029-30
Project Management - 63145001									
		Brazos County Master Plan		\$ 1,000,000					\$ 50,000
		Additional Vehicles (1)		\$ 77,000	\$ 38,000				
TOTAL			\$ -	\$ 1,077,000	\$ 38,000	\$ -	\$ -	\$ -	\$ 50,000

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 6 | 63145001 Project Management - Capital | Submitted Request

Project Summary

	Project Title
63145001 Project Management - Capital	Vehicle (1) for Project Management Department

Project Text

	Input
1. Project Title:	Vehicle (1) for Project Management Department
2. Project Manager	Trevor Lansdown
3. Project Sponsor	Trevor Lansdown
4. Start Date	Oct 1, 2025
5. End Date	Dec 1, 2025
6. Submitted Date	Mar 7, 2025
7. Project Type	New
8. Project Description and Scope	This request is for one (1) light duty truck for use by the Project Management Office.
10. History and Current Status	The Project Management Office was created in FY25, and there are currently no vehicles assigned to the department.
11. Project Priority	Priority I: Imperative / Urgent
13. Select Requesting Department	145000 Project Management

Project Estimates

	Project Input						Justification
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	
Capital Line 1	38,000	-	-	-	-	38,000	Additional Vehicle with decals and window tint
Capital Line 2		-	-	-	-		
Capital Estimate	38,000	-	-	-	-	38,000	
Total Project Estimate	38,000	-	-	-	-	38,000	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63145001 Project Management - Capital	80890000 Vehicles	38,000	-	-	-	-	38,000
Total Expenses			\$38,000	-	-	-	-	\$38,000

BRAZOS COUNTY, TEXAS
ADOPTED FY 2026 CAPITAL IMPROVEMENT PLAN

					5-Year Fiscal Year Project Planning				
Department	Project Priority	Project Title	Adopted FY 25	Requested 2025-26	Adopted FY 26	2026-27	2027-28	2028-29	2029-30
Facilities Services - 63170001									
		Turf Maintenance Mower		\$ 8,875	\$ 8,875				
		Additional Vertical Mast Lift (Jail)		\$ 20,000					
		Additional Broiler - Health District		\$ 150,000					
		Additional Heat Pump - Courthouse		\$ 125,000					
		Sidewalk Continuation - Between HU3 & HU4 at the Jail		\$ 30,000					
		Gate Opener - Facilities Services HWY 21 Shop		\$ 20,000					
		Replace Fencing and Gate - Facilities Services HYW 21 Shop		\$ 40,000	\$ 40,000				
TOTAL			\$ -	\$ 393,875	\$ 48,875	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 33 | 63170001 Facility Services - Capital | Submitted Request

Project Summary

	Project Title
63170001 Facility Services - Capital	Turf Maintenance Mower

Project Text

	Input
1. Project Title:	Turf Maintenance Mower
2. Project Manager	Ernest Stutts
3. Project Sponsor	Ernest Stutts
4. Start Date	Oct 1, 2025
5. End Date	Sep 30, 2026
6. Submitted Date	Mar 6, 2025
7. Project Type	Replacement
8. Project Description and Scope	Exmark 36" Vertex E Series 18.5 hp FS600r with deck - bolt on mulch kit. This is a stand on mower replaced ride on machines that are heavier in weight. Exmark stand on mowers provides user with higher safety awareness because you're looking at all 4 corners over the top. Provide top of the line finishing cuts and less accidents due to prompt user reactions.
9. Purpose and Need Including Efficiencies and Savings	To provide higher quality county property maintenance in less time at 2.18 acres per hour. Higher level of safety with mulch kit baffle blocking opening on deck from projectiles exiting the deck. Will be able to maintenance more turf by changing mower patterns to train the turfs overall growth. Maintenance tighter spaces and eliminates the extra trimming time. Users standing can exit faster to remove obstacles or trash. This machine is less fatigue on user by eliminating the walk behind on larger sections of turf. Access gated areas better. Allowing the user to operate more safely than riding.
10. History and Current Status	Deck blade spindles very rarely needing replacing, the whole life of the machine. Idler pulley has a 3 year guarantee. Exmark owned by the industry leading manufacturer - Toro. Provides the best finishing cut behind reel mowers. Majority of municipalities prefer Exmark over competitors due to less maintenance and downtime; mower deck engineering, faster response time for user, top of the industry in engineered mowers. This machine operates with less weight to eliminate damages to county property and underground utilities. Operates with baffles noise vs. competitors.
11. Project Priority	Priority I: Imperative / Urgent
13. Select Requesting Department	170000 Facilities Services

Project Estimates

	Project Input						Justification
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	
Capital Line 1	8,875	-	-	-	-	8,875	ExMark Mower
Capital Estimate	8,875	-	-	-	-	8,875	
Total Project Estimate	8,875	-	-	-	-	8,875	

Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026

Project 33 | 63170001 Facility Services - Capital | Submitted Request

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63170001 Facility Services - Capital	80286000 Equipment - Other	8,875	-	-	-	-	8,875
Total Expenses			\$8,875	-	-	-	-	\$8,875

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 40 | 63170001 Facility Services - Capital | Submitted Request

Project Summary

	Project Title
63170001 Facility Services - Capital	Replace Fencing and Gate - Facilities Services Hwy 21 Shop

Project Text

	Input
1. Project Title:	Replace Fencing and Gate - Facilities Services Hwy 21 Shop
2. Project Manager	Ernest Stutts
3. Project Sponsor	Ernest Stutts
4. Start Date	Oct 1, 2025
5. End Date	Sep 30, 2026
6. Submitted Date	Mar 6, 2025
7. Project Type	Replacement
8. Project Description and Scope	Replace existing fence & gate around entrance, west side and south side of property.
9. Purpose and Need Including Efficiencies and Savings	Fence is compromised in several sections from falling trees and existing damage before transfer of ownership to county. Gate has twisted and sagging with alignment issues. Installation of privacy slats to conceal yard contents from neighbors and passing public. Property will need surveying to establish boundaries.
10. History and Current Status	Providing limited security and privacy on west and south sides of property.
11. Project Priority	Priority I: Imperative / Urgent
13. Select Requesting Department	170000 Facilities Services

Project Estimates

	Project Input						Justification
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	
Capital Line 1	40,000	-	-	-	-	40,000	Fac. Svcs. Hwy 21 shop
Capital Estimate	40,000	-	-	-	-	40,000	
Total Project Estimate	40,000	-	-	-	-	40,000	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63170001 Facility Services - Capital	80380000 Improvements - Non Building	40,000	-	-	-	-	40,000
Total Expenses			\$40,000	-	-	-	-	\$40,000

BRAZOS COUNTY, TEXAS
ADOPTED FY 2026 CAPITAL IMPROVEMENT PLAN

					5-Year Fiscal Year Project Planning				
Department	Project Priority	Project Title	Adopted FY 25	Requested 2025-26	Adopted FY 26	2026-27	2027-28	2028-29	2029-30
County Administration Building - 63270000									
		County Administration Building	\$ 6,770,000	\$ 18,500,000	\$ 18,500,000				
TOTAL			\$ 6,770,000	\$ 18,500,000	\$ 18,500,000	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 88 | 63270000 County Administration Building | Submitted Request

Project Summary

	Project Title
63270000 County Administration Building	County Administration Building Renovations

Project Text

	Input
1. Project Title:	County Administration Building Renovations
8. Project Description and Scope	This project will be a continuation of the FY25 project with the same name. The design for this project is complete. The County will be executing a contract for General Construction services to perform the following scope: remodel the existing Brazos County Admin North Wing space to serve as the new Brazos County Human Resources suite. It will also include a remodel of the existing Brazos County Admin Building Sanctuary space to serve several functions on the first floor including a new Commissioner's Courtroom, a new IT Training Room, and several medium sized conference/training spaces for County use. The second floor will serve as the new office suite for the Budget Office, the Auditor's Office, and Project Management. There will be a rework of the Risk Management suite to allow for future growth and foot traffic to the newly remodeled office suites. Two additional elevators will be added to the building, one directly across from the existing elevator to serve the atrium and offices on the south side of the main building, and one on the west side of the building to serve the new 2nd floor offices. Our Records Manager's office will be wiped out in the remodel, and a space in the old gym/surplus area adjacent to the rest of his department will be re-worked for that purpose. Various restrooms around the building will be upgraded. Finally, the entire building envelope will be removed and replaced with new/additional windows and doors throughout.
9. Purpose and Need Including Efficiencies and Savings	The current layout of the County Administration Building does not allow for growth of many of the departments that occupy its spaces. In addition, the County has added several departments over the last few years that have not had an official home. The buildout of the new office spaces will allow for flexibility of the spaces being vacated to be used immediately, or to be part of an additional remodel in the future to better serve the County. The current Commissioner's Courtroom lacks the size and audio/visual capabilities to handle the ever-changing environment around the function of the Court. Re-locating the IT conference room will allow the IT department to gain some much needed potential office space for growth. The HR department is currently maxed out on office space, and the remodel of the North Wing will give them plenty of growth space. The first floor sanctuary conference/training rooms will give the County departments a space to use on an as-needed basis if they lack that space in their own facilities. The building envelope has several points of water intrusion and lacks a code required continuous moisture barrier.
10. History and Current Status	This project was originally going to be funded utilizing part of the revenue replacement side of the American Rescue Plan Act funds that the County received, however after we performed the payroll payback of those funds, this project required new funding, granted in FY25. Engagement and review of the construction documents by our contracted Commissioning Agent delayed the final permitting and closeout of the design in April 2025. Bids for General Construction close on August 5th, and then evaluations will take place to select the contractor. Temporary spaces for other occupying departments are being planned, as well as potential work-from-home options for departments that are able.

Project Estimates

	Project Input						Justification
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	

Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026

Project 88 | 63270000 County Administration Building | Submitted Request

Project Estimates

	Project Input						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	Justification
Capital Line 1	18,500,000	-	-	-	-	18,500,000	County Administration Building Renovations
Capital Estimate	18,500,000	-	-	-	-	18,500,000	
Total Project Estimate	18,500,000	-	-	-	-	18,500,000	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63270000 County Administration Building	80101000 Building Improvements	18,500,000	-	-	-	-	18,500,000
Total Expenses			\$18,500,000	-	-	-	-	\$18,500,000

BRAZOS COUNTY, TEXAS
ADOPTED FY 2026 CAPITAL IMPROVEMENT PLAN

					5-Year Fiscal Year Project Planning				
Department	Project Priority	Project Title	Adopted FY 25	Requested 2025-26	Adopted FY 26	2026-27	2027-28	2028-29	2029-30
Sheriff's Office -Administration - 63280001									
		Sheriff's Office: Administration - Breaching Training Prop	\$ 11,000						
		Special Response Vehicle Storage Building	\$ 1,250,000	\$ 1,250,000					
		Public Safety Camera System		\$ 49,000	\$ 49,000	\$ 34,500			
TOTAL			\$ 1,261,000	\$ 1,299,000	\$ 49,000	\$ 34,500	\$ -	\$ -	\$ -

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 44 | 63280001 Sheriff Office - Capital | Submitted Request

Project Summary

	Project Title
63280001 Sheriff Office - Capital	Public Safety Camera System

Project Text

	Input
1. Project Title:	Public Safety Camera System
2. Project Manager	Edward Ramirez
3. Project Sponsor	Paul Martinez
4. Start Date	Oct 1, 2025
6. Submitted Date	Mar 7, 2025
7. Project Type	Software - Cloud Based
8. Project Description and Scope	This project would purchase a subscription based annual service for 10 remote access cameras capable of using Automated License Plate Reader technology to track criminal activity and solve crime.
9. Purpose and Need Including Efficiencies and Savings	Unlike our current ALPR trailer which was purchased with Homeland Security Grant funding, these cameras are Flock owned and maintained. Flock will replace or repair cameras as needed. This system could be funded for several years and still not meet the cost of the ALPR trailer we currently have. Additionally, that trailer has been down for months at a time for maintenance issues. ALPR technology has been effective in solving cases, finding stolen vehicles, and bringing fugitives to justice. This project will increase our coverage by ten times, all at a reasonable cost.
10. History and Current Status	This program will integrate Brazos County into a robust nationwide network. It will also directly integrate with FUSUS and our Real Time Crime Center.
11. Project Priority	Priority II: Essential / Needed
13. Select Requesting Department	280000 Sheriff Office

Project Estimates

	Project Input						Justification
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	
Capital Line 1	34,500	-	-	-	-	34,500	Flock Safety Annual Subscription
Capital Line 2	14,500	-	-	-	-	14,500	Installation for 10 cameras
Capital Estimate	49,000	-	-	-	-	49,000	
Operating Line 1	-	34,500	-	-	-	34,500	Annual Subscription
Operating Estimate	-	34,500	-	-	-	34,500	
Total Project Estimate	49,000	34,500	-	-	-	83,500	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63280001 Sheriff Office - Capital	80211000 Computer - Software	49,000	-	-	-	-	49,000
Total Expenses			\$49,000	-	-	-	-	\$49,000

BRAZOS COUNTY, TEXAS
ADOPTED FY 2026 CAPITAL IMPROVEMENT PLAN

					5-Year Fiscal Year Project Planning				
Department	Project Priority	Project Title	Adopted FY 25	Requested 2025-26	Adopted FY 26	2026-27	2027-28	2028-29	2029-30
Sheriff's Office - Jail Division - 63280021									
		Power Cot for Exam Room (Replacement) - Jail Medical	\$ 15,500						
		Procedure Chair - Medical Division	\$ 18,200	\$ 7,822	\$ 7,822				
		Sheriff's Office: Jail Administration - Secure Locker for Transport & Quartermaster	\$ 19,500						
		Jail Feasibility Study		\$ 250,000					
		Additional (2) Jail Transport Vehicles		\$ 149,000					
		Hot Water Pressure Washer Replacement		\$ 5,300	\$ 5,300				
		Big Tex Dump Trailer 14LX Replacement		\$ 8,830					
TOTAL			\$ 53,200	\$ 420,952	\$ 13,122	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 27 | 63280021 Sheriff Office - Jail - Capital | Submitted Request

Project Summary

	Project Title
63280021 Sheriff Office - Jail - Capital	Hot Water Pressure Washer Replacement

Project Text

	Input
1. Project Title:	Hot Water Pressure Washer Replacement
2. Project Manager	K. Stuart
4. Start Date	Oct 1, 2025
6. Submitted Date	Mar 4, 2025
7. Project Type	Replacement
8. Project Description and Scope	To replace the electric 2,600 psi hot/cold water pressure washer that needs to go to surplus due to always breaking down each time we use it and replace it with a 4,000 psi gas-powered hot/cold water pressure washer.
9. Purpose and Need Including Efficiencies and Savings	The workcrew pressure washes many areas around the Detention Center, Sheriff's Office, Courthouse, and Low Risk. The old hot water pressure washer we have has to always be repaired due to always breaking down each time we use it. And due to it being electric, we can't always use it, due to not having a power source every time. With a gas-powered hot water pressure washer, we would be able to use it anywhere we need it. We wouldn't have to use harsh chemicals to help clean some of the areas we pressure wash due to it being hot water. With the new pressure washer and it being a stronger PSI, we would be more proficient and be able to keep up with pressure washing all the areas we need to, instead of always having to work on the old one to just keep it going.
10. History and Current Status	Currently have 1 hot/cold water pressure washer with pump and burner issues. Each time it gets repaired, it breaks down the next time we use it. It is not reliable for us to get our pressure washing jobs completed.
11. Project Priority	Priority II: Essential / Needed

Project Estimates

	Project Input						Justification
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	
Capital Line 1	5,300	-	-	-	-	5,300	Replacement of existing pressure washer
Capital Estimate	5,300	-	-	-	-	5,300	
Total Project Estimate	5,300	-	-	-	-	5,300	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63280021 Sheriff Office - Jail - Capital	80286000 Equipment - Other	5,300	-	-	-	-	5,300
Total Expenses			\$5,300	-	-	-	-	\$5,300

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 92 | 63280021 Sheriff Office - Jail - Capital | Submitted Request

Project Summary

	Project Title
63280021 Sheriff Office - Jail - Capital	Sheriff's Office: Jail Administration: Procedure Chair

Project Text

	Input
1. Project Title:	Sheriff's Office: Jail Administration: Procedure Chair
4. Start Date	Oct 1, 2024
5. End Date	Oct 31, 2025
7. Project Type	New
8. Project Description and Scope	Procedure table requested for BCDC Medical department.
9. Purpose and Need Including Efficiencies and Savings	1 - Easily move the Power procedure Table when we are doing more than one treatment on a patient/client, save time as well as reducing stress on both the patient/ client and Staff. 2 - With a Power Procedure Table we will have the ability to move our patients into any position without asking them to move. 3 - Would help with patient that are needing a lower position – such as those in wheelchairs, and use a walker. For some patients, it is difficult for them to step up on exam tables. 4 - Help reduce back injuries for staff 5 - 4 Motor Power Procedure Table give you the ability to achieve positions that you will never do with a flat exam table. Usually the procedure table is wider, so there is less chance that a patient would roll off the table during a procedure. 6 – May help the dentist
10. History and Current Status	We currently do not have this equipment or any comparable equipment.
11. Project Priority	Priority I: Imperative / Urgent

Project Estimates

	Project Input						Justification
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	
Capital Line 1	7,822	-	-	-	-	7,822	Procedure Chair
Capital Estimate	7,822	-	-	-	-	7,822	
Total Project Estimate	7,822	-	-	-	-	7,822	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63280021 Sheriff Office - Jail - Capital	80286000 Equipment - Other	7,822	-	-	-	-	7,822
Total Expenses			\$7,822	-	-	-	-	\$7,822

BRAZOS COUNTY, TEXAS
ADOPTED FY 2026 CAPITAL IMPROVEMENT PLAN

					5-Year Fiscal Year Project Planning				
Department	Project Priority	Project Title	Adopted FY 25	Requested 2025-26	Adopted FY 26	2026-27	2027-28	2028-29	2029-30
Jail Correctional Medicine - 63290028									
		Medication Inventory Management System		\$ 8,000	\$ 8,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
TOTAL			\$ -	\$ 8,000	\$ 8,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 75 | 63290028 Jail Correctional Medicine - Capital | Submitted Request

Project Summary

	Project Title
63290028 Jail Correctional Medicine - Capital	Medication Inventory management system

Project Text

	Input
1. Project Title:	Medication Inventory management system
2. Project Manager	K. Stuart
4. Start Date	Oct 1, 2025
6. Submitted Date	Mar 7, 2025
7. Project Type	New
8. Project Description and Scope	The proposed project involves implementing the AccuShelf Medication Inventory Management System at the Brazos County Detention Center. This system provides a comprehensive, automated solution for tracking, securing, and managing medical inventory, ensuring accurate documentation of medication usage and reducing waste. The system includes: • AccuShelf Unit – A 15" LCD touchscreen for real-time inventory management, designed for high-usage environments. • Biometric Fingerprint Access – Enhances security by ensuring that only authorized personnel can access the inventory. • Remote Wireless 2D Barcode Scanner – Allows for efficient medication tracking through barcode scanning. • Software Subscription – Includes real-time inventory alerts (low stock, expirations) and cloud-based access. • Service Contract – Covers customer support, on-site maintenance, warranty, and secure network connectivity. The subscription-based model ensures that the system remains updated with the latest security and functionality enhancements throughout the 60-month term.
9. Purpose and Need Including Efficiencies and Savings	Currently, the Brazos County Detention Center lacks a medication inventory management system, leading to challenges in tracking medication stock levels, expiration dates, and usage. The manual process increases the risk of medication errors, loss, and compliance issues. Implementing the AccuShelf system will address these challenges by: • Ensuring Accountability – Tracks medication usage with electronic logs and biometric access controls. • Preventing Medication Waste – Provides alerts for expiring medications, reducing unnecessary disposal. • Enhancing Security & Compliance – Meets regulatory requirements by maintaining detailed records of all transactions. • Improving Staff Efficiency – Reduces the time spent on manual counts and documentation. By automating medication inventory management, the system reduces staff workload, minimizes errors, and optimizes stock levels. Key benefits include: • Reduction in Medication Waste – Real-time tracking prevents overstocking and alerts staff to expiring medications. • Decreased Labor Costs – Reduces time spent on manual counting and documentation, allowing medical staff to focus on patient care. • Enhanced Budget Control – Provides accurate tracking of medication use, reducing overordering and unauthorized access. • Security Enhancements – Prevents theft and unauthorized access with biometric authentication and barcode tracking.

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 75 | 63290028 Jail Correctional Medicine - Capital | Submitted Request

Project Text

	Input
10. History and Current Status	At present, there is no formal medication inventory management system in place at the facility. The existing manual tracking process is prone to human error, inefficiencies, and compliance risks. Without an automated system, the facility struggles with tracking medication movement, ensuring accurate records, and minimizing waste. The AccuShelf system will modernize inventory management, ensuring compliance, efficiency, and fiscal responsibility. This investment will improve operational efficiency, enhance security, and reduce medication waste, ultimately leading to cost savings and improved compliance.
11. Project Priority	Priority I: Imperative / Urgent

Project Estimates

	Project Input						Justification
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	
Capital Line 1	8,000	6,000	6,000	6,000	6,000	32,000	Medication management system
Capital Estimate	8,000	6,000	6,000	6,000	6,000	32,000	
Total Project Estimate	8,000	6,000	6,000	6,000	6,000	32,000	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63290028 Jail Correctional Medicine - Capital	80211000 Computer - Software	8,000	6,000	6,000	6,000	6,000	32,000
Total Expenses			\$8,000	\$6,000	\$6,000	\$6,000	\$6,000	\$32,000

BRAZOS COUNTY, TEXAS
ADOPTED FY 2026 CAPITAL IMPROVEMENT PLAN

					5-Year Fiscal Year Project Planning				
Department	Project Priority	Project Title	Adopted FY 25	Requested 2025-26	Adopted FY 26	2026-27	2027-28	2028-29	2029-30
Juvenile Services - 63310001									
		Juvenile Expansion Project	\$ 200,000	\$ 150,000	\$ 150,000				
		Perimeter Fencing Around Juvenile Complex		\$ 412,500					
TOTAL			\$ 200,000	\$ 562,500	\$ 150,000	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 89 | 63310001 Juvenile Services - Capital | Submitted Request

Project Summary

	Project Title
63310001 Juvenile Services - Capital	Juvenile Expansion

Project Text

	Input
1. Project Title:	Juvenile Expansion
8. Project Description and Scope	Funding for construction cost related to the Juvenile Expansion.
11. Project Priority	Priority I: Imperative / Urgent

Project Estimates

	Project Input						Justification
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	
Capital Line 1	150,000	-	-	-	-	150,000	Juvenile Expansion
Capital Estimate	150,000	-	-	-	-	150,000	
Total Project Estimate	150,000	-	-	-	-	150,000	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63310001 Juvenile Services - Capital	80101000 Building Improvements	150,000	-	-	-	-	150,000
Total Expenses			\$150,000	-	-	-	-	\$150,000

BRAZOS COUNTY, TEXAS
ADOPTED FY 2026 CAPITAL IMPROVEMENT PLAN

					5-Year Fiscal Year Project Planning				
Department	Project Priority	Project Title	Adopted FY 25	Requested 2025-26	Adopted FY 26	2026-27	2027-28	2028-29	2029-30
Emergency Management - 63355001									
		CEOC Uninterruptable Power Supply (UPS) Replacement		\$ 17,500	\$ 17,500				
TOTAL			\$ -	\$ 17,500	\$ 17,500	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 30 | 63355001 Emergency Management - Capital | Submitted Request

Project Summary

	Project Title
63355001 Emergency Management - Capital	CEOC Uninterruptable Power Supply (UPS) Replacement

Project Text

	Input
1. Project Title:	CEOC Uninterruptable Power Supply (UPS) Replacement
2. Project Manager	Jason Ware
4. Start Date	Oct 1, 2025
5. End Date	Feb 27, 2026
6. Submitted Date	Mar 5, 2025
7. Project Type	Replacement
8. Project Description and Scope	Replace the current uninterrupted power supply (UPS). This cost covers disassembling and disposing of the current UPS, purchasing the new UPS, installing the new UPS, and running any new wiring as required by the new UPS. This project is 25 % of the total cost which is split by all four jurisdictions in the CEOC.
9. Purpose and Need Including Efficiencies and Savings	The purpose of the UPS is to provide continuous power between the power loss and generator back-up for critical equipment such as servers, audio/visual systems, and emergency radios. The CEOC has generator back-up but there is a small period of time from when power goes out to switching to generator power. In the event of a generator failure it could provide emergency power back-up for a short time period . During emergency activations of the emergency operations center this UPS is business critical component to continue operations.
10. History and Current Status	The current UPS was installed in 2008 during the construction of the Community Emergency Operations Center. It was manufactured in 2003 making it approximately 22 years old. The support vendor will not be able to provide replacement parts should something break on the unit.
11. Project Priority	Priority I: Imperative / Urgent
13. Select Requesting Department	355000 Emergency Management

Project Estimates

	Project Input						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	Justification
Capital Line 1	10,000	-	-	-	-	10,000	1- UPS System
Capital Line 2	7,000	-	-	-	-	7,000	Installation Fee
Capital Line 3	500	-	-	-	-	500	Fibertown (Landlord) UPS
Capital Estimate	17,500	-	-	-	-	17,500	
Total Project Estimate	17,500	-	-	-	-	17,500	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63355001 Emergency Management - Capital	80281000 Equipment - Electronic	17,500	-	-	-	-	17,500

Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026

Project 30 | 63355001 Emergency Management - Capital | Submitted Request

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
		Total Expenses	\$17,500	-	-	-	-	\$17,500

BRAZOS COUNTY, TEXAS
ADOPTED FY 2026 CAPITAL IMPROVEMENT PLAN

					5-Year Fiscal Year Project Planning				
Department	Project Priority	Project Title	Adopted FY 25	Requested 2025-26	Adopted FY 26	2026-27	2027-28	2028-29	2029-30
County Agriculture Extension - 63370001									
		Group/Club Storage	\$ 150,000	\$ 150,000	\$ 50,000				
TOTAL			\$ 150,000	\$ 150,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 81 | 63370001 County Agriculture Extension - Capital | Submitted Request

Project Summary

	Project Title
63370001 County Agriculture Extension - Capital	County Agriculture Extension - Group/Club Storage Facility

Project Text

	Input
1. Project Title:	County Agriculture Extension - Group/Club Storage Facility
2. Project Manager	Chadd Caperton
4. Start Date	Oct 1, 2024
7. Project Type	New
8. Project Description and Scope	Our office has been growing for several years. The need for additional storage space has been there for a while and we would like to request funding and help in establishing the space. We currently have 21 clubs in the 4-H program, a program that is quickly growing and increasing in number. With the varied projects and groups, it becomes difficult to store and utilize equipment especially when it comes to transitioning to new leaders/club managers. Most of the clubs are storing assets in someone's home or property. If we had a centralized storage facility that all clubs could access through individual access codes or keys, it would also alleviate the need for access to our office or someone's home/property.
9. Purpose and Need Including Efficiencies and Savings	The purpose and need for this facility will allow for a more centralized storage for not only the 4-H clubs and their equipment but also for several of the offices Program Area Committees such as the Brazos Extension Horse Committee, the Family & Consumer Health Committee as well as others. We currently do not have enough space and are burdening volunteers and families with the task of storing and transporting equipment. This centralized facility will also allow for easier access to needed items especially after hours but will also eliminate the repetitive moving of locations when a leader or volunteer quits and we have to find a new location.
10. History and Current Status	Over the past 5 years the 4-H Program has added several clubs to its roster and has had an increase in enrollment, making the demand for new and additional equipment to support the varied projects in the county in which our youth learn from. This includes an expansion in the Food & Nutrition projects which require a large amount of equipment. The addition and growth of the 4-H Robotics club is also a heavy need and requires several large robotics kits for the participants. All of these items, including items not mentioned from adults, program area committees are currently being stored at volunteers' houses or personal property.
11. Project Priority	Priority I: Imperative / Urgent

Project Estimates

	Project Input						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	Justification
Capital Line 1	50,000	-	-	-	-	50,000	Design
Capital Estimate	50,000	-	-	-	-	50,000	
Total Project Estimate	50,000	-	-	-	-	50,000	

Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026

Project 81 | 63370001 County Agriculture Extension - Capital | Submitted Request

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63370001 County Agriculture Extension - Capital	80100000 Buildings	50,000	-	-	-	-	50,000
Total Expenses			\$50,000	-	-	-	-	\$50,000

BRAZOS COUNTY, TEXAS
ADOPTED FY 2026 CAPITAL IMPROVEMENT PLAN

					5-Year Fiscal Year Project Planning				
Department	Project Priority	Project Title	Adopted FY 25	Requested 2025-26	Adopted FY 26	2026-27	2027-28	2028-29	2029-30
Road & Bridge Equipment - 63560001									
		Tilt Trailer - Additional Unit	\$ 11,800						
		18 Yard - Half Round End Dump Trailer (Replace Unit 741)	\$ 58,000						
		Broom/Sweeper (Replace Unit 1032)	\$ 85,600						
		Mini Excavator - Additional Unit	\$ 93,700						
		Repair/Replace Truck Scale	\$ 100,000						
		926 CAT Wheel Loader w/ Bucket Scale and Printer - Copperhead Yard Pct #2	\$ 242,900						
		Equipment Shed for Kathy Flemming Yard		\$ 250,000					
		Shed to Cover Sand at Main Yard		\$ 185,000					
		Walls for Cold Mix Stock Piles		\$ 30,000					
		Boom Mower Replacement		\$ 268,000					
		Shoulder UP Attachment		\$ 74,000	\$ 74,000				
		Herbicide Truck		\$ 148,000	\$ 148,000				
TOTAL			\$ 592,000	\$ 955,000	\$ 222,000	\$ -	\$ -	\$ -	\$ -

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 11 | 63560001 Road & Bridge - Capital | Submitted Request

Project Summary

	Project Title
63560001 Road & Bridge - Capital	Road & Bridge - Shoulder Up Attachment

Project Text

	Input
1. Project Title:	Road & Bridge - Shoulder Up Attachment
2. Project Manager	Ken Chadwick
3. Project Sponsor	Commissioner's Court
4. Start Date	Oct 1, 2025
5. End Date	Sep 30, 2026
6. Submitted Date	Feb 27, 2025
7. Project Type	New
8. Project Description and Scope	This request is for the purchase of a shoulder up attachment that can be used with an existing rubber tire loader or skid steer.
9. Purpose and Need Including Efficiencies and Savings	This will allow a load of material from a dump truck to be dumped into the hopper and moved to the shoulder of road while in motion. This material will then be pressed by a roller to dress several miles of road shoulder.
10. History and Current Status	This will save time and man hours to the method used currently. A load is dumped on the road and a motor grader has to push it to the shoulder then the road has to be swept.
11. Project Priority	Priority I: Imperative / Urgent

Project Estimates

	Project Input						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	Justification
Capital Line 1	74,000	-	-	-	-	74,000	Shoulder Up Attachment
Capital Estimate	74,000	-	-	-	-	74,000	
Total Project Estimate	74,000	-	-	-	-	74,000	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63560001 Road & Bridge - Capital	80289000 Equipment - Road and Bridge	74,000	-	-	-	-	74,000
Total Expenses			\$74,000	-	-	-	-	\$74,000

**Brazos County, Texas
Project Request Report
Fiscal Year 2025-2026**

Project 12 | 63560001 Road & Bridge - Capital | Submitted Request

Project Summary

	Project Title
63560001 Road & Bridge - Capital	Road & Bridge - Herbicide Truck (Additional)

Project Text

	Input
1. Project Title:	Road & Bridge - Herbicide Truck (Additional)
2. Project Manager	Ken Chadwick
3. Project Sponsor	Commissioner's Court
4. Start Date	Oct 1, 2025
5. End Date	Sep 30, 2026
6. Submitted Date	Feb 27, 2025
7. Project Type	New
8. Project Description and Scope	This request is for the purchase of a medium duty truck with 1,000 gallon tank and spray rig for spraying herbicide.
9. Purpose and Need Including Efficiencies and Savings	This truck will be used through out the county for killing weeds and grass along roads and bridges. The size of the tank will help save on return trips to shop to refill current tank. Allowing for more production miles.
10. History and Current Status	We have a small pickup truck rig that has only a 250 gallon tank. This takes several trips to a water supply to make a day of spraying.
11. Project Priority	Priority I: Imperative / Urgent

Project Estimates

	Project Input						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years	Justification
Capital Line 1	145,000	-	-	-	-	145,000	Herbicide Truck
Capital Line 2	3,000	-	-	-	-	3,000	Equipment, tint, decals
Capital Estimate	148,000	-	-	-	-	148,000	
Total Project Estimate	148,000	-	-	-	-	148,000	

Project Expenses

Fund	Division	Account	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years
45000 Capital Improvement Fund	63560001 Road & Bridge - Capital	80890000 Vehicles	148,000	-	-	-	-	148,000
Total Expenses			\$148,000	-	-	-	-	\$148,000



GLOSSARY



GLOSSARY

A

Accounting Procedures – All processes which discover, record, classify, and summarize financial information to produce financial reports and to provide internal control.

Accounting System – The total structure of records and procedures which discover, record, classify, summarize, and report information on the financial position and results of operations of a government or any of its funds, fund types, balanced account groups, or organizational components.

Accrual Basis – A basis of accounting in which transactions are recognized at the time they are incurred, as opposed to when cash is received or spent.

Ad Valorem Tax – A tax levied on the assessed value of both real and personal property in proportion to the value of the property (also known as property tax).

Appropriation – A legal authorization to incur obligations and to make expenditures for specific purposes.

Assessed Valuation – The valuation set upon real estate and certain personal property by the Assessor as a basis for levying property taxes.

Attrition – A method of achieving a reduction in personnel by not refilling the positions vacated through resignation, reassignment, transfer, retirement, or means other than layoff.

B

Base Budget – Budget allocations that will provide the resources needed to maintain current service levels in a Department. Also called a Target Budget.

Benefits – (Employee) Benefits refer to the programs or special services of monetary value provided to Employees (whether legally required or proved at the County's option) for which the County pays the cost.

Bond – A written promise to pay a specified sum of money, called the face value or principal amount, at a specified date or dates in the future, called the maturity date(s), together with periodic interest at a specified date. The difference between a note and a bond is that the latter runs for a longer period of time and requires greater legal formality.

Bond Rating – A rating that is received from Standard & Poor's and Moody's Investor Service, Inc., which indicates the financial and economic strengths of the County.

Bonded Indebtedness – The portion of a government's debt represented by outstanding bonds.

Budget – A plan of financial activity for a specified period of time indicating all planned revenues and expenses for the budget period.

Budget Amendment – A change in the level of funding that increases or decreases the total, or bottom line, of the budget.

Budgetary Basis – The basis of accounting used to estimate financing sources and uses in the budget. Generally takes one of three forms: GAAP, cash, or modified accrual.

Budget Calendar – The schedule of key dates from which a government follows in the preparation and adopting of the budget.

Budgetary Control – The control or management of a government in accordance with the approved budget for the purpose of keeping

GLOSSARY

expenditures within the limitations of available appropriations and resources.

C

Capital Improvement Plan/Program – A multi-year program of projects that addresses repair and replacement of existing infrastructure, as well as development of new facilities to accommodate future growth.

Capital Outlay – Fixed assets with a value of \$5,000 or more and have a useful life of more than two years. .

Capital Project – Major constructions, acquisition, or renovation activities which add value to a government's physical assets or significantly increase their useful life.

Cash Basis – A basis of accounting in which transactions are recognized only when cash is increased or decreased.

Certificate of Obligation (C.O.) – Long-term debt that is authorized by the Commissioners' Court and does not require prior voter approval.

Certified Annual Financial Report CAFR) – The published results of the County's annual audit.

Charter of Accounts – A chart detailing the system of general ledger accounts.

Community Contracts – The County is required by statute to provide some of these service(s). For such service(s) the County has entered into an inter-local agreement or contract with the entity.

Competitive Bidding Process – The process following State law requiring that for purchases of \$15,000 or more, a county must advertise , solicit, and publicly open sealed bids from prospective vendors. After a review period, The

Commissioners then awards the bid to the successful bidder.

Contingency – An appropriation of funds to cover unforeseen events that occur during the budget year.

Contractual Services – Dividing line between who is "employed" and someone who is "self-employed."

Contract Obligation Bonds – Long-term debt that places the assets purchased or constructed as a part of the security for the issue.

D

Debt Service – The cost of paying principal and interest on borrowed money according to a predetermined payment schedule.

Defeasance – A provision that voids a bond or loan when the borrower sets aside cash or bonds sufficient enough to service the borrower's debt.

Department – The organization unit which is functioning uniquely in its delivery of service.

Departmental Support – Supplies are any article or material that meets all of the following conditions: (1) It is consumed-in-use or loses its original shape or appearance with use. (2) It loses its identity through incorporation into a different or more complex unit. (3) It is expandable and inexpensive item.

Depreciation – The process of estimating and recording the expired useful life or diminution of service of a fixed asset than cannot or will not be restored by repair and will be replaced. The cost of the fixed asset's lost usefulness is the depreciation or the cost to reserve in order to replace the item at the end of its useful life.

GLOSSARY

E

Effective Tax Rate (ETR) – A calculated tax rate that would generate the same amount of revenue as in the preceding year.

Encumbrance – The commitment of appropriated funds to purchase an item or service. To encumber funds means to set aside or commit funds for a specified future expenditure.

Expense – Charges incurred (whether paid immediately or unpaid) for operations, maintenance, interest or other charges.

F

Fiscal Policy – A government's policies with respect to revenues, spending, and debt management as these relate to government services, programs and capital investment. Fiscal policy provides an agreed-upon set of principles for the planning and programming of government budgets and their funding.

Fiscal Year – 12 month budget period, generally extending from October 1st through the following September 30th.

Full-time Equivalent Position (FTE) – A part-time position converted to the decimal equivalent of a full-time position based on 2,080 hours per year. For example, a part-time clerk working 20 hours per week would be equivalent to .50 if a full-time position.

Fund – A fiscal entity with revenues and expenses which are segregated for the purpose of carrying out a specific purpose or activity.

Fund Balance – The excess of the assets of a fund over its liabilities, reserves, and carryover.

G

GAAP – Generally Accepted Accounting Principles. Uniform minimum standards for financial accounting and recording, encompassing the conventions, rules, and procedures that define accepted accounting principles.

GASB 34 – The Governmental Accounting Standards Board (GASB) Statement #34 on the standards for basic financial statements and management's discussion and analysis for the state and local government.

General Obligation Bond – A bond backed by the full faith, credit and taxing power of the government.

GFOA – Government Finance Officers Association is a professional association of state/provincial and local finance officers dedicated to sound management of governmental financial resources in the United States and Canada, and has served the public finance profession since 1906.

Goal - A statement of broad direction, purpose or intent based on the needs of the community. A goal is general and timeless.

Grants – A contribution by a government or other organization to support a particular function. Grants may be classified as either operational or capital, depending on the grantee.

I

Infrastructure – Public domain fixed assets such as roads, bridges, curbs and gutters and similar assets that are immovable and are of value to the governmental unit.

GLOSSARY

Inter-fund Transfers – The movement of monies between funds of the same governmental entity.

Intergovernmental Revenue – Funds received from federal, state and other local government sources in the form of grants, shared revenues, and payments in lieu of taxes.

L

Levy – To impose taxes, special assessments or services charges.

Line-item Budget – A budget prepared along departmental lines that focuses on what is to be bought.

Long-term Debt – Debt with a maturity of more than one year after the date of issuance.

M

Minor Acquisitions – Items are assets that the department will be accountable for but which not have an assigned value in the fixed asset records. The unit price of the minor acquisitions is usually between \$500.00 and \$5,000.00.

Modified – Accrual – Basis of accounting in which revenues are recognized in the accounting period in which they become available and measurable. Expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable, except for un-matured interest on general long-term debt, which is recognized when due.

N

No-New-Revenue Tax Rate - The no-new-revenue tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year, based on a tax rate that would produce the same amount of taxes if

applied to the same properties taxed in both years.

O

Objective – Something to be accomplished in specific, well-defined, and measurable terms and that is achievable within a specific time frame.

OEM – Office of Emergency Management

Operating Budget – The annual budget and process that provided a financial plan for the operation of government and the provision of services for the year.

Operating Revenue – Funds that the county receives as income to pay for the ongoing operations. Includes taxes, fees, and interest earnings. Operating revenues are used to pay for day-to-day services.

Operating Expenses – The cost of materials and equipment required for a department to function.

Output Indicators – A unit of work accomplished, without reference to the resources required to do the work. Output indicators do not reflect the effectiveness or efficiency of the work performed.

P

Performance Indicators – Specific quantitative and qualitative measures of work performance as an objective of specific departments or programs.

Performance Measure – Data collected to determine how effective or efficient a program is in achieving its objectives.

Policy – A course of action designed to set parameters for decision and actions.

GLOSSARY

Professional Services – An industry of infrequent, technical, or unique functions performed by independent contractors or by consultants whose occupation is the rendering of such services.

Purchase Order – A document which authorizes the delivery of specified merchandise or the rendering of certain services and the making of a charge for them.

R

Repairs and Maintenance - Involves fixing any sort of item should it become out of order or broken.

Reserve – An account used either to set aside budgeted revenues that are not required for expenditure in the current budget year or to earmark revenues for a specific future purpose.

Resolution – A special or temporary order or a legislative body; an order of a legislative body requiring less legal formality than an ordinance or statute.

Resources – Total amounts available for appropriation including estimated revenues, fund transfers, and beginning balances.

Revenue – Sources of income financing the operations of government.

S

Salary and Wages – The cost of all labor related expenses required of a department to function, including but not limited to salaries, merit, cost of living adjustments (COLA), etc.

T

Tax Rate – The amount of tax stated in terms of a unit of the tax base.

Transfers In/Out – Amounts transferred from one fund to another to assist in financing the services for the recipient fund.

U

Unencumbered Balance – The amount of an appropriation that is neither expended nor encumbered. It is essentially the amount of money still available for future purposes.

Unreserved Fund Balance – The portion of a fund's balance that is not restricted for a specific purpose and is available for general appropriation.

User Fees – The payment of a fee for direct receipt of a public service by the party who benefits from the service.

V

Voter-Approved Tax Rate – The voter-approval tax rate provides cities and counties with about the same amount of tax revenue it spent the previous year for day-to-day operations plus an extra three and a half percent for operations and sufficient funds to pay debts in the coming year. For special taxing units, junior college districts and hospital districts, the voter-approval tax rate provides an extra eight percent increase for operations and sufficient funds to pay debts in the coming year.







Brazos County Administration Building
Budget Office
200 South Texas Avenue
Brazos County, Texas 77803