



MINUTES

MAY 23, 2017

BRAZOS COUNTY COMMISSIONERS COURT

REGULAR MEETING

A regular meeting of the Commissioners' Court of Brazos County, Texas was held in the Brazos County Commissioners Courtroom in the Administration Building, 200 South Texas Avenue, in Bryan, Brazos County, Texas, beginning at 10:00 a.m. on Tuesday, May 23, 2017 with the following members of the Court present:

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

2. Call for Citizen input and/or concerns

There was no citizen's input.

Consider and take action on agenda items 3-22:

3. Proclamation 17-022 honoring Giavanna Yarbrough.

Judge Peters announced that agenda item 3 would be skipped and the Court would

hear agenda item 4 first.

Having considered the previously noted agenda item the Court returned to item 3.

The County Judge read aloud and presented proclamation 17-022 honoring Giavanna Yarbrough as the first African American Valedictorian at Rudder High School to Gianvanna and her parents Alverick and Devorah Yarbrough.

Commissioner Berry congratulated Mr. and Mrs. Yarbrough along with Giavana on her accomplishments.

Miss Yarbrough thanked the Court for supporting her and recognizing her with the proclamation.

Mrs. Yarbrough also thanked the Court and especially Commissioner Cauley for recognizing her daughter.

Commissioner Cauley commented that the Court is proud of Giavanna and expect great things for her future.

A copy of the proclamation is attached.

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

4. Discussions and possible action on the KnowBe4 email security awareness campaign by the Information Technology Department.

Information Technology Director Eric Caldwell spoke to the Court about the KnowBe4 email security program. Mr. Caldwell said that Brazos County annually receives 4.3 million emails. Of those 4.3 million, 2.55 million are blocked, 0.25 million are quarantined and 1.5 million are delivered to county employees. In an effort to test employees' awareness of counterfeit emails, the IT Department sent out several phishing emails. 85% of employees did not click on the emails and 15% responded in some way to the emails. As a result of the 15%, Mr. Caldwell is asking the Court to champion KnowBe4 training for all employees.

Judge Peters said he watched the training video and thinks it is a good idea, so employees will be able to recognize fake emails.

5. Reappointment of the following to the Brazos Valley Council Of Government's Board; term of appointments are 10/1/2017 - 09/30/2020:
 - a. Mayor Karl Mooney
 - b. Mayor Andrew Nelson

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

6. Payment Authorization to Mustang CAT in the amount of \$4,787.82 for work performed on a steering cylinder for fleet maintenance; amount of invoice exceeded purchase order.

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

7. Consider and take action on a proposed amendment to the Brazos County Records Management Plan.

Civil Counsel, Bruce Erratt recommended a slight change to Section 4 of the plan by removing Lynn Allen's name and replacing it with the title of Brazos County Records Management Director.

A motion was given by Commissioner Berry to approve the amended Records Management Plan with the added change. The motion was seconded by Commissioner Cauley and passed unanimously.

A copy of the amended Brazos County Records Management plan is attached.

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

8. Approval of the job description for Class Code 0832, Position 07 - Temp. Attendant, Building & Grounds for the Exposition Complex.

A copy of the job description is attached.

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

9. Request from the Information Technology Department for the approval of the Disaster Recovery Strategy Proposal and Statement of Work.

A copy is attached.

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

10. Consider and take action on an amendment to the contract with Brazos Central Appraisal District for the purchase of real property.

A copy of the amended contract is attached.

Motion: Approve, Moved by Commissioner Sammy Catalena, Seconded by

Commissioner Irma Cauley. Passed. 5-0. Ayes: Aldrich, Berry, Catalena, Cauley, Peters.

11. Consider and take action on a funding agreement between Brazos County and the City of Bryan to benefit the City of Bryan and Brazos County Economic Development Foundation, Inc. ("BBCEDF").

A copy of the amended interlocal agreement is attached.

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

12. Renewal of Contract #17-290R Temporary Employment Services with Express Employment Professionals.

A copy of the renewal of contract is attached.

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

13. Amend the Regulations of Brazos County, Texas, for the Construction of Driveways and Culverts in County Easements and Rights Of Way referencing requirements for all commercial accesses to Brazos County roadways.

A copy of the amended regulations is attached.

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

14. Consider and take action on the FWP Holdings, LLC utility permit to install a temporary 10" polyurethane water line within and along the right-of-way of Hensarling Lane and Elmo Weedon Road. Line will also cross under each roadway through existing culvert pipes. Project will provide water to oil well. Site is located in Precinct 2.

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

15. Permission for the County Judge to sign a letter of support of a Uniform Hospital Rate Improvement Program (UHRIP).

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

16. Appointment of the following to the Brazos County Employee Health & Wellness Clinic Personnel Committee:

- a. County Judge
- b. Medical Director
- c. Human Resource Director
- d. Budget Officer
- e. Representative of the Health Department

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

17. Tax Refund Applications for the following:

- a. Kyle & Angela Cluff - Overpayment \$20.01
- b. Covey Park Operating LLC - Overpayment \$150.52
- c. Covey Park Operating LLC - Overpayment \$101.84
- d. Carter Arden Development LLC % Steve Arden - Overpayment \$28.60
- e. Seven Wade - Overpayment \$33.23
- f. Anissa M Couvillon - Overpayment \$33.63
- g. Lee Smith - Overpayment \$7.00

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

18. Budget Amendments.

Budget Amendments FY 16/17 34.1 - 34.4

34.1 Reallocate funds for 85th District Court.

34.2 Reallocate funds for Information Technology.

34.3 To recognize a donation from College Station Police Department.

34.4 Transfer funds from General Fund Contingency to Information Technology.

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

19. Personnel Change of Status.

Personnel Action Forms

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

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

20. Payment of Claims.

Claims 7155816-7155998

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

21. Convene into the following Executive Sessions:

- Executive Session pursuant to Texas Government Code 551.074 to discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of county personnel.
- Executive Session pursuant to Texas Government Code 551.087 to discuss or deliberate economic development negotiations.

The County Judge stated the Court would consider items 23 through 26 and then return to convene into Executive Session.

Having considered agenda items 23 through 26, at 10:23 a.m. the County Judge stated that the Court would convene into Executive Session to first discuss session (b) and then session (a) as stated above.

The following individuals were asked to attend Executive Session b:

Bethany Jones, Administrative Assistant

Bill Ballard, Civil Counsel

Bruce Erratt, Civil Counsel

Irene Jett, Budget Officer

Kevin Russell, City of Bryan

Frank Clark, City of Bryan

The following individuals were asked to attend Executive Session a:

Bethany Jones, Administrative Assistant

Jennifer Salazar, Human Resources Director

Irene Jett, Budget Officer

22. Consider and possible action on Executive Sessions.

At 11:20 a.m. the County Judge announced the meeting open to the public and announced that no action would be taken on the Closed Executive Sessions.

23. Acknowledgement of Road and Bridge Maintenance Expenditures Report (FY17) from 01/01/2017 through 3/31/2017.

The Court acknowledged receipt of the FY17 Road and Bridge Maintenance Expenditures Report for January 1, 2017 through March 31, 2017.

24. Sheriff's report on inmate population.

Sheriff Chris Kirk stated there were 700 inmates in jail, 607 inmates are male and 93 are female, 69 have electronic monitors and 19 are pending for monitors.

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

There were no announcements.

26. Call for Citizen input and/or concerns

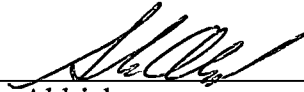
There was no citizen's input.

27. Adjourn.

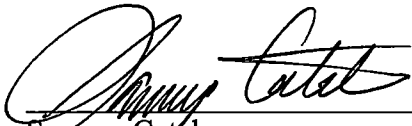
The foregoing minutes of the Commissioners Court meeting held May 23, 2017 have been examined and are approved in open Court this 6th day of June, 2017, in Bryan, Brazos County, Texas.



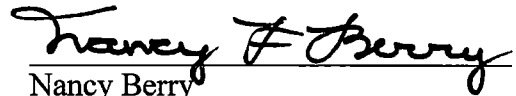
Duane Peters
County Judge



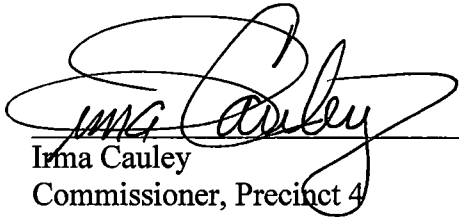
Steve Aldrich
Commissioner, Precinct 1



Sammy Catalena
Commissioner, Precinct 2



Nancy Berry
Commissioner, Precinct 3

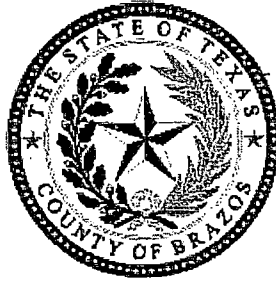


Irma Cauley
Commissioner, Precinct 4

Attest:



Karen McQueen
County Clerk



FILED FOR RECORD
DATE 5-19-17
AT 3:15 O'CLOCK P. M.
KAREN MCQUEEN
BRAZOS COUNTY CLERK
By Juan Ramirez

**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 MAY 23, 2017 AT 10:00 AM IN THE
COMMISSIONERS COURTROOM OF THE COUNTY
ADMINISTRATION BUILDING, 200 SOUTH TEXAS AVE., SUITE 106,
BRYAN, TX 77803**

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

Consider and take action on agenda items 3-22:

3. Proclamation 17-022 honoring Giavanna Yarbrough.
4. Discussions and possible action on the KnowBe4 email security awareness campaign by the Information Technology Department.
5. Reappointment of the following to the Brazos Valley Council Of Government's Board; term of appointments are 10/1/2017 - 09/30/2020:
 - a. Mayor Karl Mooney
 - b. Mayor Andrew Nelson
6. Payment Authorization to Mustang CAT in the amount of \$4,787.82 for work performed on a steering cylinder for fleet maintenance; amount of invoice exceeded purchase order.
7. Consider and take action on a proposed amendment to the Brazos County Records Management Plan.
8. Approval of the job description for Class Code 0832, Position 07 - Temp. Attendant, Building & Grounds for the Exposition Complex.
9. Request from the Information Technology Department for the approval of the Disaster Recovery Strategy Proposal and Statement of Work.

10. Consider and take action on an amendment to the contract with Brazos Central Appraisal District for the purchase of real property.
11. Consider and take action on a funding agreement between Brazos County and the City of Bryan to benefit the City of Bryan and Brazos County Economic Development Foundation, Inc. ("BBCEDF").
12. Renewal of Contract #17-290R Temporary Employment Services with Express Employment Professionals.
13. Amend the Regulations of Brazos County, Texas, for the Construction of Driveways and Culverts in County Easements and Rights Of Way referencing requirements for all commercial accesses to Brazos County roadways.
14. Consider and take action on the FWP Holdings, LLC utility permit to install a temporary 10" polyurethane water line within and along the right-of-way of Hensarling Lane and Elmo Weedon Road. Line will also cross under each roadway through existing culvert pipes. Project will provide water to oil well. Site is located in Precinct 2.
15. Permission for the County Judge to sign a letter of support of a Uniform Hospital Rate Improvement Program (UHRIP).
16. Appointment of the following to the Brazos County Employee Health & Wellness Clinic Personnel Committee:
 - a. County Judge
 - b. Medical Director
 - c. Human Resource Director
 - d. Budget Officer
 - e. Representative of the Health Department
17. Tax Refund Applications for the following:
 - a. Kyle & Angela Cluff - Overpayment \$20.01
 - b. Covey Park Operating LLC - Overpayment \$150.52
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 - d. Carter Arden Development LLC % Steve Arden - Overpayment \$28.60
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18. Budget Amendments.
Budget Amendments FY 16/17 34.1 - 34.4
19. Personnel Change of Status.
Personnel Action Forms
20. Payment of Claims.
21. Convene into the following Executive Sessions:
 - Executive Session pursuant to Texas Government Code 551.074 to discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of county personnel.
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22. Consider and possible action on Executive Sessions.
23. Acknowledgement of Road and Bridge Maintenance Expenditures Report (FY17) from 01/01/2017 through 3/31/2017.
24. Sheriff's report on inmate population.
25. Announcement of interest items and possible future agenda topics.
26. Call for Citizen input and/or concerns
27. Adjourn.

PUBLIC COMMENTS

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

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

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

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

INVOCATION

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

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

BRAZOS COUNTY COMMISSIONER'S COURT

23rd DAY OF May, 2017
10:00 AM PM, _____

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)

Doug VANCE
Lupe Washing
B. B. B.
Nina Means
Billy Melzow
Ed Bull
Eric Quisenberry
Jeff Reeves
Megan Mason
Jim Stewart
Dan P.
LAURA T DAVIS
Katie Conner
Jennifer Salazar
ALAN MUNGER

JUV
Juvenile
CA
Budget
Brazos IT
CA
CA
Constable 1
Auditor
SO
Rec Pet 2
Treas
Auditor
HR
R. B.

BRAZOS COUNTY COMMISSIONER'S COURT

23rd DAY OF May, 2017
10:00 (AM)/PM, _____

Name

(PLEASE PRINT)

Organization

(PLEASE PRINT)

<u>[Signature]</u>	<u>County Clerk's Office</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>Teresa Remy</u>	<u>Co. Clerk</u>
<u>Cheryl Coffman</u>	<u>Comm. Court</u>
<u>Jason Ware</u>	<u>BCEM</u>
<u>Bethany Jones</u>	<u>CJ</u>
<u>Michelle Meade</u>	<u>EM</u>
<u>[Signature]</u>	<u>Co. Atty</u>
<u>ERIE V. CALDWELL</u>	<u>BCIT</u>
<u>Bill Holland</u>	<u>BCIT</u>
<u>Deborah Yarbrough</u>	<u>Proclamation</u>
<u>Alverick Yarbrough</u>	<u>"</u>
<u>Greggona Yarbrough</u>	<u>"</u>
<u>Lyman Allen</u>	<u>Relm</u>
<u>Russ Hill</u>	<u>JP 3</u>

BRAZOS COUNTY COMMISSIONER'S COURT

23rd DAY OF May, 2017
10:00 AM/PM (PM)

Name

(PLEASE PRINT)

Sheriff Chris Kirk

WM. CHARLES WENDT

Hezekiah Carter chief

Isaac Butler Jr

Frank Clark

Kevin Russell

Melissa Perez

Paul Switzer

Paul Martinez

Irene Jeff

Candy Halliga

Organization

(PLEASE PRINT)

Sheriff

Purch.

Pct 4 constable

Constable Pct 4

COB

City of Bryan

Risk

BISO

Budget

Comm. Court



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 5/23/2017
ITEM: Proclamation 17-022 honoring Giavanna Yarbrough.
TO: Commissioners Court
DATE: 05/18/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Proclamation-Giavonna_Yarbrough.pdf](#)

Description

Proclamation

Type

Cover Memo



Proclamation

- WHEREAS** In October 1998, Giavonna Alese Yarbrough was born to Alverick and Deborah Yarbrough. She and her family moved to Bryan in May 2000. In 2004, Giavonna laid her educational foundation in kindergarten at Sul Ross Elementary. From 2010 – 2013, Giavonna continued her educational endeavors at the Inquire program at Jane Long Middle School; and
- WHEREAS** In the fall of 2013, Giavonna entered James Earl Rudder High School where she was a participant on the Freshman and Junior Varsity volleyball teams. She has served as president of the Family, Career and Community Leaders of America (FCCLA) and National Honor Society (NHS) as well as chaplain of the Rudder Voices of Praise gospel choir. She has been a member of Health Occupations Students of America (HOSA) and Future Farmers of America (FFA); and
- WHEREAS** Her service continued outside of school as the Praising Y 4-H Club president in conjunction with her position as 2nd vice chairperson of the Brazos County 4-H Council. Her leadership was further displayed as a National 4-H Healthy Living Ambassador; and
- WHEREAS** Giavonna has received numerous awards including the Hugh O'Brian Youth (HOBY) Leadership Award, Bryan Noon Lions Club CTE Student of the Month, FCCLA National Gold Medal in sports nutrition, Bryan ISD Spotlight of Excellence, AP Scholar and the Ronald Reagan Student Leader Award just to name a few; and
- WHEREAS** In addition to her scholastic ventures and community involvement, Giavonna exhibits her faith in Jesus Christ through liturgical dance as member and choreographer of Just Praise dance ministry. She is a founding member of All God's Children which is an organization that strives to provide a safe and fun environment for rodeo type activities involving youth; and
- WHEREAS** Giavonna Alese Yarbrough will complete her secondary education as the first African-American Valedictorian at Rudder High School. She plans to matriculate at Baylor University and pursue a degree in exercise physiology and continue on to physical therapy school with an emphasis in rodeo sports medicine.

NOW, THEREFORE, BE IT PROCLAIMED that the Brazos County Commissioners Court does hereby honor and solute Giavonna Alese Yarbrough's efforts, dedication, commitment and service to our community for the last thirteen years.

PROCLAIMED this 23rd day of May, 2017.

Duane Peters
County Judge

Commissioner Steve Aldrich
Precinct 1

Commissioner Nancy Berry
Precinct 3

Commissioner Sammy Catalena
Precinct 2

Commissioner Irma Cauley
Precinct 4



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 5/23/2017

ITEM: Reappointment of the following to the Brazos Valley Council Of Government's Board; term of appointments are 10/1/2017 - 09/30/2020:

- a. Mayor Karl Mooney
- b. Mayor Andrew Nelson

TO: Commissioners Court

DATE: 05/16/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available



BRAZOS COUNTY

BRYAN, TEXAS

COMMITTEE/BOARD REAPPOINTMENT

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

Karl Mooney

as a

Board of Director

to the

Brazos Valley Council of Government

****Term of appointment is 10/1/2017 – 9/30/2020.**


Duane Peters
County Judge

5/23/17
Date



BRAZOS COUNTY
BRYAN, TEXAS

COMMITTEE/BOARD REAPPOINTMENT

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

Andrew Nelson


as a

Board of Director

to the

Brazos Valley Council of Government

**Term of appointment is 10/1/2017 – 9/30/2020.

 5/23/17
Duane Peters Date
County Judge



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Fleet Services NUMBER: CC-2017 Payment Authorization
Mustang CAT

DATE OF COURT MEETING: 5/23/2017

ITEM: Payment Authorization to Mustang CAT in the amount of \$4,787.82 for work performed on a steering cylinder for fleet maintenance; amount of invoice exceeded purchase order.

TO: Commissioners Court

FROM: Amber Arredondo

DATE: 05/15/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR
ALTERNATIVES: Requesting approval of payment authorization to Mustang CAT in the amount of \$4,787.82 for work performed on EQ #RB938 steering cylinder service invoice #WORK0892231.

ATTACHMENTS:

File Name

Description

Type

BRAZOS COUNTY

Payment Authorization

Vendor #: 73

Pay to: Mustang CAT

Address: PO Box 4346 Dept 144
Houston, TX. 77210-4346

Division: 56002000
Today's Date: 5/15/2017

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

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
5/09/2017	WORK0892231	Work performed on steering cylinder	1	4,787.82	4,787.82
		EQ #RB938 W/O - 3048			
		*Service Invoice Attached			
				FREIGHT TOTAL	
*I, the requisitioner, hereby certify that the item(s) and/or service(s) on this requisition have been or will be used				\$	4,787.82

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

Requisitioned By Ken Chaster
Approved/County Judge [Signature]

[illegible]

TOTAL \$ 4,787.82

Approved/County Auditor



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 5/23/2017

ITEM: Consider and take action on a proposed amendment to the Brazos County Records Management Plan.

TO: Commissioners Court

DATE: 05/18/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

No Attachments Available



Resolution

BRAZOS COUNTY RECORDS MANAGEMENT

WHEREAS, Title 6, Subtitle C, Local Government Code (Local Government Records Act), provides that each local government must establish an active and continuing records management program; and

WHEREAS, the County of Brazos adopted a plan ("Plan") for that purpose and to prescribe policies and procedures consistent with the Local Government Records Act on September 9, 2008, and wishes to amend such program.

NOW, THEREFORE, BE IT RESOLVED BY the Commissioners Court of Brazos County, Texas that the County adopts the revised policies and procedures to the Plan below:

SECTION 1. DEFINITIONS OF RECORDS OF THE COUNTY OF BRAZOS. All documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information recording media, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by the County of Brazos or any of its officers or employees pursuant to law or in the transaction of public business are hereby declared the records of the County of Brazos and shall be created, maintained, and disposed of in accordance with the provisions of this ordinance or procedures authorized by it and in no other manner.

SECTION 2. RECORDS DECLARED PUBLIC PROPERTY. All records as defined in Sec. 1 of the Plan are hereby declared to be the property of the County of Brazos. No official or employee of the County of Brazos has, by virtue of his or her position, any personal or property right to such records even though he or she may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.

SECTION 3. POLICY It is hereby declared to be the policy of the County of Brazos to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all records of this office through a comprehensive system of integrated procedures for the management of records from

their creation to their ultimate disposition, consistent with the requirements of the Local Government Records Act and accepted records management practice.

SECTION 4. RECORDS MANAGEMENT OFFICER The Records Management Director will serve as Records Management Officer for the County of Brazos as provided by law and will ensure that the maintenance, destruction, electronic storage, or other disposition of the records of the County of Brazos this office are carried out in accordance with the requirements of the Local Government Records Act.


SECTION 5. RECORDS CONTROL SCHEDULES. Appropriate records control schedules issued by the Texas State Library and Archives Commission shall be adopted by the Records Management Officer for use by the County of Brazos, as provided by law. Any destruction of records of the County of Brazos will be in accordance with these schedules and the Local Government Records Act.

BE IT FURTHER RESOLVED that these policies and procedures supersede any previously approved.


ADOPTED AND RESOLVED THIS 23rd **DAY OF** May, 2017.



Duane Peters, County Judge



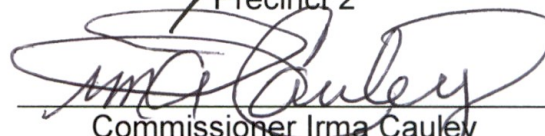
Commissioner Steve Aldrich
Precinct 1



Commissioner Sammy Catalena
Precinct 2



Commissioner Nancy Berry
Precinct 3



Commissioner Irma Cauley
Precinct 4



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources NUMBER:
DATE OF COURT MEETING: 5/23/2017
ITEM: Approval of the job description for Class Code 0832, Position 07 - Temp. Attendant,
Building & Grounds for the Exposition Complex.
TO: Commissioners Court
DATE: 05/18/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Class Code 0832 Position 07.pdf](#)

Description

Job Description, Class Code 0832, Position 07

Type

Cover Memo



Brazos County
Job Description
Last Updated: September 2012

Template Revision 1.2 08/15/2012

POS. 7

8

Class Number:	832	Title:	Temporary Attendant, Building & Grounds (1040 hrs.)
Pay Group:	09	Department:	Exposition Complex
FLSA Status:	Non Exempt	Reports To:	Event Coordinators & All Managers
Approved Date:	10/01/2016	EEOC Category:	Service / Maintenance
Position End Date:	09/30/2017	Temporary Employee Signature:	* <i>Narind Olson</i>

General Summary:

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

Essential Duties:

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

Other Duties as assigned. (1%)

Supervision

Received: Event Coordinators & All Managers

Given: This is a non-supervisory position.

Education

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

Preferred:

Experience

Required: At least one year of related work experience.

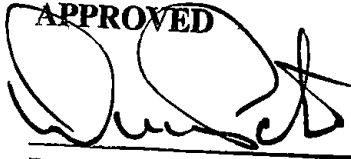
Preferred: Some experience in operating a tractor and/or other light to moderate equipment is preferred.

Certificates, Licenses, Registrations

Required: None.

Preferred:

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


APPROVED
 Duane Peters
 County Judge

5/23/17
 Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Information Technology NUMBER:

DATE OF COURT MEETING: 5/23/2017

ITEM: Request from the Information Technology Department for the approval of the Disaster Recovery Strategy Proposal and Statement of Work.

TO: Commissioners Court

FROM: Eric V. Caldwell

DATE: 05/15/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

SOURCE OF FUNDS: Funds have been previously approved through the Capital Improvements Project #17-024

NOTES/EXCEPTIONS: The purpose of this project is to plan and build an offsite data center for business continuity and disaster recovery. This will enable us to restore county services in a timely manner in the event of an emergency and/or disaster scenario.

ACTION REQUESTED OR ALTERNATIVES: Request approval to proceed

ATTACHMENTS:

File Name

Description

Type

9


PROPOSAL QUOTE SHEET

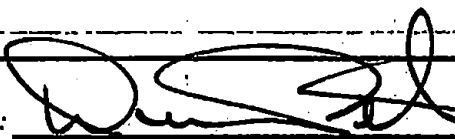
4802 N. Sam Houston Parkway West
Suite 500
Houston, TX 77086

281-983-9955 Phone
281-983-5599 Fax



Business Continuity and DR

Client:	Brazos County	Issue Date:	2/24/2017	 DIR-TSO-2542
Client Address 1:	205 East 27th Street	Opportunity #:	OP118216	
Client Address 2:		Account Exec:	David Wixson	
Client City, State, Zip:	Bryan, TX 77803		dwixson@nwnit.com	
Attn:	Eric Caldwell		281-506-1151	
Phone:	979-381-4310	Version:	1.00	
email:	ecaldwell@brazoscountytexas.gov			

Product Number	Description	Qty	List Price	Unit Price	Extended Price
Section 1 - Hardware (Customer Owned OR NWN Owned (aaS)) and Software (CUSTOMER OWNED ONLY)					
NWN Delivery		0	\$0.00	\$0.00	\$ -
Section 1 Hardware & Software Subtotal					\$ -
Section 2 - Annual Manufacturing Maintenance OR Software as a Service (SaaS) - [Microsoft / VMware / Citrix]					
IF SELLING aaS, ALL ITEMS IN THIS SECTION MUST BE ANNUAL PRICING					
				\$0.00	\$ -
				\$0.00	\$ -
				\$0.00	\$ -
Section 2 Annual Maintenance & SaaS Subtotal					\$ -
Section 3 - Professional Services					
NWN Professional Services, as defined in the related Statement of Work Proposal					\$ 38,515.00
NBlock	Pre-paid funds on account for Product or Services purchases				\$ -
Section 4 - Optional Products & Services					
				\$0.00	\$ -
				\$0.00	\$ -
Subtotal, Optional Items:					\$ -
Annual Managed Services/nCare Option:					
<i>Note: a signed nCare contract is required to establish new services</i>					\$ -
Subtotals					
Hardware and Software Subtotal:					\$ -
Manufacturer's Maintenance Subtotal:					\$ -
nCare Managed Services Subtotal:					\$ -
nCare Enablement Fee Subtotal:					\$ -
Professional Services Subtotal:					\$ 38,515.00
Optional Products & Services Subtotal:					\$ -
Total Project Investment					\$ 38,515.00
Estimated Taxes					\$ -
Estimated Shipping					\$ -
Estimated Tax on Shipping (TX Only)					\$0.00
Signature:					
Print Name:	Duane Peters				
Title:	County Judge				
Date:	5/23/17				
Total Project Investment Including Taxes & Shipping					\$ 38,515.00

Terms & Conditions

This quote is valid for 30 days from date of issue. Applicable taxes & freight charges will be applied to the final invoice. All other Terms and Conditions are included in the Master Services Agreement or Proposal document. NWN will invoice customer for hardware, software and maintenance upon shipment from Original Equipment Manufacturer.

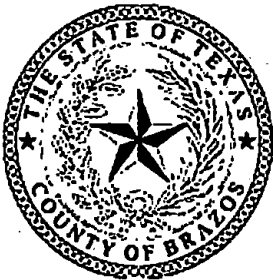


Helping Customers Solve Business Problems through Technology

Disaster Recovery Strategy

Proposal and Statement of Work (SOW)

Prepared for:



Brazos County, Texas

- ▽ 5/10/2017
- ▽ Thomas J Cornwell, MBCP
- ▽ Principal Consultant
- ▽ NWN Business Consulting

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Statement of Confidentiality

The contents of this document have been developed by NWN Corporation (NWN). NWN considers the contents of this document to be proprietary and business confidential information. This information is to be used only in the performance of its intended use. This document may not be released to another vendor, business partner or contractor without prior written consent from NWN. Additionally, no portion of this document may be communicated, reproduced, copied or distributed without the prior consent of both Customer and NWN.

Proposal Summary

- ▶ Brazos County is a county located in the U.S. state of Texas. As of the 2010 census, its population was 194,851. It was formed in 1841 and organized in 1843. Home to Texas A&M University, it has a rapidly growing population having grown from about 122,000 in 1990 to over 215,000 in 2015.
- ▶ The mission of the Brazos County Information Technology Department "is to assist the other county departments to accomplish their business objectives through the evaluation, recommendation, purchase, installation, maintenance, and support of information resources. [The department is] committed to the cost effective and efficient delivery of quality services to the citizens of Brazos County, local municipalities, and state agencies required by other county departments to meet their goals and objectives."
- ▶ NWN has been engaged to set the foundation necessary to ensure successful response to technology disruption allowing for ongoing support of services. NWN will benchmark the current state of Disaster Recovery within Brazos County. Following the benchmark, NWN will facilitate a workshop to assess business impacts due to technology interruptions. The results will include a prioritization for recovery of technology services following a disruptive event along with associated metrics: Recovery Time Objective (RTO) and Recovery Point Objective (RPO). These requirements will then be used by NWN to facilitate development of a comprehensive disaster recovery strategy along with an associated service catalog.

Investment:

- ▶ Professional Services = \$38,515

Statement of Work (SOW)

Scope Summary

The primary scope for this engagement focuses on the centralized Brazos County, Texas Data Center Infrastructure and support staff. In order to be successful, this engagement will also consider the secondary scope of the Brazos County, Texas Disaster Recovery Program supporting the resiliency of the services provided by the Data Center. In addition, the actual services supported by the infrastructure will also be considered as necessary to evaluate effective resiliency strategies. The evaluation of services will require participation by representatives of each Brazos department to insure success.

Project Management Methodology

An NWN Project Manager will be assigned to this project, utilizing the NWN project methodology, to ensure the successful delivery of this initiative as defined in this scope. The following outlines the roles and responsibilities of the NWN Project Manager:

- Act as a single point-of-contact between Customer and NWN
- Conduct project kick-off and ensure thorough project communication with project stakeholders and team members
- Develop & maintain detailed project plan, task plan, schedule & communications plan
- Prepare, distribute & communicate regular status, action item & related project reports
- Manage project scope and respond to change requests by Initiating the Project Change Request (PCR) process to identify the needed change and effects it will have on the project along with funding that may be needed to complete the change. This PCR will be reviewed and agreed to by NWN and client prior to the change being implemented.
- Define and manage the escalation process
- Review all Project Documentation and Deliverables
- Oversee knowledge transfer
- In the event of a change of scope, NWN Project Management will work with Customer project manager/sponsor to agree on next steps and execute a Project Change Request (PCR).
- Each project deliverable/milestone, requires mutual acceptance in the form of an executed M/DA. This will initiate a billing event while authorizing the projects team to proceed through the agreed upon project plan.
- At the conclusion of this engagement, you will be solicited directly via phone by a member of the post-delivery team or asked to complete a Customer Satisfaction survey online. We look forward to gaining a more detailed understanding of your experience. This feedback is greatly appreciated and valued by the NWN team

Project Initiation

The initiate phase of the project is critical to establishing a firm foundation for the launch and delivery of the project. Activities in this phase of the project include:

- **Internal kickoff meeting** – this meeting involves the NWN Sales Team and the NWN Implementation Team. At this meeting, the entire NWN team is made aware of Customer's expectations that were set during the Sales process to ensure all communication is translated to the Implementation Team for the on-site work effort. During this process the NWN Solution Architects and the NWN Professional Services engineering team will meet to discuss the details of the project and communicate the requirements for the project as agreed upon with Customer during the presales process.

- **External kickoff meeting** – this meeting involves the NWN Team and Customer's Team and usually takes place at Customer's site. During this meeting, all aspects of the project will be reviewed and established. This includes, but is not limited to: logistics management, roles and responsibilities of all project team members, draft schedule, task plan and work breakdown structure (WBS), communications plan and design and implementation approaches. Customer will also have the opportunity to meet the assigned services engineering team members who will be responsible for delivery of the installation components of the project.
- **Create project plan package** – the NWN Project Manager will work with the overall team to create a project plan package, schedule, communications plan, project documents and protocols.

Deliverables:

- Kick off meetings and followup communications
- Project plan package
- Project works schedule and related meetings (design, discovery, status)

Maturity Assessment

- NWN will work with Brazos staff to identify candidates for five (5) interviews to provide various perspectives on Disaster Recovery within the Brazos IT organization in support of county functions. These interviews may be individual or group and are expected to last thirty (30) to forty five (45) minutes each. If they are group interviews, all individuals within the groups should have similar job functions. In order to get as broad a view as possible, the candidates should represent multiple departments as well as varying levels of management.
- The information from the interviews will be used along with a review of provided disaster recovery related documentation to complete a Business Continuity Maturity Model© score card. Areas evaluated by the score include:
 - Incident Management
 - Business Recovery
 - Technical Recovery
 - Security Management
 - Leadership
 - Employee Awareness
 - Program Structure
 - Program Pervasiveness
 - Metrics
 - Resource Commitment
 - External Coordination
- NWN will meet with Brazos IT management to review the scores and determine appropriate targets. NWN will then incorporate this information into a Disaster Recovery Maturity Report along with a high level roadmap for program development.

Deliverables:

- Scored Business Continuity Maturity Model©
- Disaster Recovery Maturity Report
- Disaster Recovery Program Roadmap

Technical Impact Analysis

- In order to efficiently determine recovery requirements incorporating direct input from all departments, NWN will facilitate a BIA workshop. Participants in this workshop will consist of the Brazos staff with knowledge of Brazos IT services and their usage within the respective departments. The workshop will last approximately three (3) hours and be conducted on a single day. Scheduling of the workshop along with identification of participants will be determined at kickoff. A workshop brief will be provided to prepare participants for the activities.
- This workshop is intended to gain an understanding of Brazos operations, usage of IT provided tools, and the consequences of degradation of these services on Brazos operations.
- The information coming out of the interviews will be utilized along with a review of existing documentation to create a report designating recovery requirements for Brazos IT services. These requirements will include:
 - Recovery Time Objectives (RTOs)
 - Recovery Point Objectives (RPOs)
 - Impacts of missed objectives

Note: A Technical Impact Analysis (TIA) is sometimes considered to be Business Impact Analysis (BIA) applied to technical infrastructure and is therefore sometimes referred to as a "BIA".

Deliverables:

- BIA/TIA workshop with IT service stakeholders
- Technical Impact Analysis Report (Up to twenty five (25) applications)

Disaster Recovery Strategy Assessment

- In order to ensure adequate consideration of all aspects around disaster recovery strategies, NWN will facilitate a consensus based workshop. Participants in this workshop will consist of the disaster recovery stakeholders. The workshop will last approximately six (6) hours on a single day. Scheduling of the workshop along with identification of participants will be determined at kickoff. A workshop brief will be provided to prepare participants for the activities.
- The structure of this workshop is based upon the Technology of Participation developed by the Institute of Cultural Affairs. It is intended to expose key information from various perspectives efficiently in a minimally invasive manner as possible. Utilization of this workshop helps to accelerate the disaster recovery strategy portion of the project timeline while reducing the interruption to Brazos staff.
- NWN will then work with Brazos IT staff to develop a comprehensive Disaster Recovery Strategy and an associated Disaster Recovery service catalog.

Deliverables:

- Facilitated Disaster Recovery Strategy workshop
- Disaster Recovery Service Catalog
- Disaster Recovery Strategy Report

Out of Scope

Any area not specifically presented in the Scope section of this proposal is considered outside the scope of this project. Changes to the scope as detailed in this proposal require an estimate review and must be approved by mutual agreement. Additional (or lower) charges may apply to incorporate the requested changes. Changes will not become effective until agreed upon in writing by both Customer and NWN.

Related future activities not included in this scope:

- *Disaster Recovery Charter or Governance*
- *Disaster Recovery Plan Documentation*
- *Disaster Recovery Tabletop Exercise*
- *Disaster Recovery Plan Maintenance*
- *Disaster Recovery Configuration*

Estimated Timeline

The following timeline is an estimate based upon experience. The actual timeline will vary based upon customer availability and other constraints such as holidays, travel issues, and any other issues that may be identified at the time of the project kickoff.

- | | |
|-----------------------------------|---|
| • <i>Initiate</i> | <i>Week 0 (30 minute kickoff meeting)</i> |
| • <i>Maturity Assessment</i> | <i>Week 1</i> |
| • <i>Business Impact Analysis</i> | <i>Week 2</i> |
| • <i>Strategy Development</i> | <i>Weeks 3-4</i> |

Requirements & Assumptions

Technical/Operational Requirements/Assumptions:

General Assumptions:

1. This Proposal is only valid for 30 days. At the end of the thirty (30) day period, NWN will need to refresh the pricing in this proposal before Customer decides to execute this contract.
2. The work effort in this proposal assumes a continuous work effort that is established at the beginning of the project based on a project plan. If delays occur in the installation process due to Customer related issues, then a change order will need to address any additional costs that arise due to this delay.
3. Brazos County, Texas staff will sufficiently participate in the process to ensure successful outcomes. This includes active participation in interviews and workshops when requested with open and honest discussion in these activities.
4. NWN will be able to access available metrics to understand current state. These metrics may incorporate data previously collected or if needed data may be collected during the engagement. Should additional metrics be needed, NWN staff will work with Brazos County, Texas IT staff to identify an agreed upon collection mechanism that will not provide an unwarranted impact on Brazos County, Texas operations.
5. NWN is not responsible for configuration changes on any equipment not specifically stated in the above Statement of Work or referenced in the BOM associated with this project.
6. All NWN work effort will occur during normal business hours (M-F, 9-5) with the exception of cutover activity, which is assumed to occur after normal business hours (Before 8AM and After 5PM M-F, anytime on Saturday or Sunday). If there is any other additional after-hours work that needs to occur, then additional charges will apply.
7. Customer assumes all responsibility for providing the appropriate power for all installed equipment in this proposal. NWN can provide the plug type and desired power connection for each piece of equipment in the proposal.
8. Customer is responsible for all rack or cabinet hardware (including rack mounting hardware) that is needed to install the new equipment.
9. Customer assumes all responsibility for ensuring enough contiguous rack space for the new equipment to be installed during this project.
10. Customer needs to provide all Fiber Patch Cables between the new network equipment and the fiber patch panels in each network closet. NWN can provide the appropriate connector type for each patch cable if desired by Customer.
11. Customer needs to provide all Copper Patch Cables between the new network equipment and the copper patch panels in each network closet.
12. Customer is responsible for providing all Cable Management (Vertical and Horizontal) in order to correctly route each patch cable from the newly installed network equipment to the appropriate patch panel.
13. Customer must provide access along with safety, security & emergency protocols for NWN staff for all the appropriate areas in the facility in order to complete the work effort included in this proposal.
14. Customer is responsible for all environmental concerns in each network closet that NWN will install new equipment. If equipment problems arise due to excessive heat or water in the network closets, then Customer is responsible for all equipment replacement costs.
15. Customer must provide free and clear access to the network equipment racks in each network closet.
16. Customer must provide a work area large enough for receipt of all new equipment for this project.
17. Customer must provide outside phone and Internet access for all NWN staff when onsite.
18. Customer must provide a dedicated point of contact for the entirety of this project. This Contact must be available during major steps in the installation process. If Customer contact is not available during the process and schedules slide due to Customer unavailability, then Customer costs may arise to the delayed schedule.
19. Customer and NWN will mutually agree upon downtime prior to any installation and ensure this downtime is scheduled in advance so Customer can make appropriate preparations at the facility.
20. Customer must obtain all necessary work permits.
21. Customer must provide adequate parking for the NWN project team at no additional charge to NWN.

22. Customer's responsible for removal of shipping packaging once all the equipment is received at Customer site.

Project Services Financials

NWN is pleased to present the following pricing summary for this project.

Professional Services - Fixed Price	\$38,515.00
Total Services Project Investment	\$38,515.00

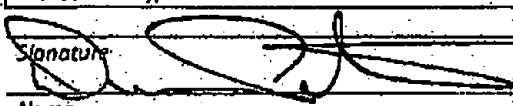
Billing Terms:

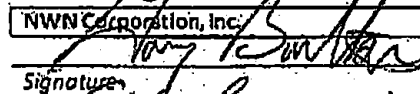
Fixed Price Professional Services Billing Milestones:

Milestone/ Initiate Phase	\$2,100.37
Milestone/ Maturity Assessment	\$7,085.77
Milestone/ Business Impact Analysis	\$10,278.10
Milestone/ Strategy Development	\$19,050.76
Total Professional Services	\$38,515.00

This Statement of Work ("SOW") is entered into and effective as of the date last executed below (the "SOW Effective Date") and is by and between NWN Corporation, a Delaware corporation, having its principal place of business at 4802 N. Sam Houston Parkway West, Suite 500, Houston, TX 77086 ("NWN") and Brazos County, Texas, having its principal place of operations at 205 East 27th Street, Bryan, TX 77803 ("Customer") and is subject to the terms and conditions of that certain NWN Master Product and Professional Services Agreement dated (insert date) (the "Master Agreement") between the parties. If the parties have not executed a Master Agreement, the terms and conditions attached hereto as Appendix E shall govern and references to the Master Agreement shall be deemed to refer to Appendix E. For purposes of clarification, if the parties have entered into a Master Agreement prior to the SOW Effective Date or thereafter, the terms and conditions of the Master Agreement shall apply in lieu of the terms and conditions set forth in Appendix E. Subject to the terms and conditions contained in the Master Agreement, which are incorporated by reference into this SOW, NWN shall provide the Services set forth herein to Customer for the fees and other payment set forth herein and in the attachments hereto.

Accepted and Agreed by:

Brazos County, Texas.
Signature: 
Name: Duane Peters
Title: County Judge
Date: 5/31/17

NWN Corporation, Inc.
Signature: 
Name: GARY BARTLEW
Title: SENIOR VICE PRESIDENT
Date: 5/31/17

5/10/2017 Proposal & SOW document

Appendix A: Terms and Conditions

1. ORDERS.

a. Generally. Unless otherwise expressly provided with respect to a particular order, NWN and Customer agree that the terms and conditions set forth in this Agreement will govern all orders submitted by Customer and accepted by NWN for (i) the provision by NWN of those services set forth in SOWs executed by the parties hereunder, hereinafter referred to collectively as "Services. For Services. Subject to this Agreement, Customer may place an order for Services by submitting a purchase order to NWN specifying the type of Services desired at the rates or fees subject to the terms and conditions of this Agreement and any additional terms specified in quotes referencing this Agreement ("Quotes") and/or Statements of Work referencing this Agreement ("SOW") provided by NWN and agreed to by Customer. Each SOW executed by the parties shall be attached hereto. All SOWs executed by the parties are hereby expressly incorporated by reference herein. Upon acceptance of Customer's purchase order, NWN will (i) invoice Customer as specified in the applicable Quote or SOW, and (ii) commence performance of the Services in accordance with the applicable Quote or SOW. Unless otherwise specified in the applicable Quote or SOW, NWN will invoice Customer upon Customer's approval of the Services as the Services are completed, in accordance with the milestones set forth in the SOW. Approval of Services upon completion of a milestone shall occur on the earlier of (x) written approval (which may be by email) of the Services for the applicable milestone by Customer's project sponsor or (y) 5 business days from the date of NWN's notice (which may be by email) to Customer's project sponsor that the Services for the applicable milestone have been completed and delivered to Customer, unless NWN has received written notice from Customer's project sponsor that Customer believes in good faith that the Services for the applicable milestone are incomplete. If prior to the commencement or during the performance of the Services, Customer wishes to change the dates or the scope of the Services to be performed, NWN will require Customer to sign a Change Order Form in the form attached to the SOW setting forth the changed Services and the conditions and rates or fees, if any, under which NWN will perform such changed Services. If such Change Order requires additional fees, Customer must submit a purchase order or purchase order change notice indicating Customer's agreement to pay such additional fees for NWN to perform such changed Services. If prior to the commencement or during the performance of the Services purchased, Customer (i) fails to deliver any required material or services and/or, (ii) fails to provide access to computer systems or facilities, as specified in the original Quote or SOW, NWN may require Customer to sign a Change Order Form in the form attached to the SOW setting forth the conditions and rates or fees, if any, under which NWN will continue providing Services. If such Change Order requires additional fees, Customer shall be required to submit a purchase order or purchase order change notice indicating Customer's agreement to pay such additional fees for NWN to continue to perform the Services.

2. PAYMENT TERMS.

a. General. Unless otherwise specified in the applicable Quote or SOW, Customer shall pay NWN within 30 days of receipt of an invoice for Products or Services and within 10 days of receipt of invoices for deposits. NBlock credits may be applied by NWN to Customer invoices as set forth in the NBlock Addendum. Customer shall be required to pay shipping and handling charges and applicable taxes. If a Quote or SOW includes a provision for charging Customer for travel and lodging related expenses incurred by NWN employees in connection with the performance of such Services, NWN will invoice Customer monthly for actual expenses incurred. Customer shall provide written notice to NWN of any disputed invoiced amounts due within thirty (30) days of receipt of NWN's invoice. Failure by Customer to so notify NWN of a dispute within such thirty (30) day period shall constitute a waiver of Customer's right to dispute the invoiced amount and such amounts shall be considered valid and no adjustment will be made. In no event shall Customer's notice of good faith dispute relieve Customer of its obligation to pay, in full, all undisputed amounts due.

b. Taxes. Applicable taxes will be billed by NWN as itemized on a separate line item(s) on NWN's invoice. Customer shall pay sales, use, value added, goods and services, and all other similar taxes imposed by any federal, state, or local governmental entity for Products and/or Services provided under this Agreement, excluding taxes based solely on NWN's income or property. Any taxes paid on behalf of Customer by NWN shall be uniquely identified on the applicable invoice and NWN shall provide Customer with proof of payment if previously paid by NWN.

c. Reasonable Assurances. If NWN at any time has reasonable concern about security or timeliness of payments, NWN may notify Customer and if Customer fails to cure such concern within thirty (30) business days from NWN's written notice, NWN may decline to make any oral shipments to and/or perform services for Customer hereunder until receipt of payment or establishment of a letter of credit or other arrangement securing payment that it deems satisfactory.

3. LIMITED WARRANTY.

a. Services: NWN warrants that the Services provided hereunder shall be performed in a good and workmanlike manner in accordance with industry standards. If Customer discovers a deficiency in the Services, then Customer shall, within forty-five (45) days after completion of the deficient Services, submit to NWN a written report describing the deficiency in reasonable detail, and NWN shall re-perform the deficient Services. If NWN is unable to re-perform the Services, then, upon Customer's request, NWN shall refund any payments that Customer has made for such Services. Any such Services for which Customer does not submit a deficiency report shall be deemed accepted at the conclusion of such forty-five (45) day period. The foregoing is Customer's sole and exclusive remedy for breach of the foregoing warranty with respect to the Services and NWN's sole liability.

c. DISCLAIMER, EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, NWN MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR COVENANTS WITH RESPECT TO THE PRODUCTS OR SERVICES, ALL OF WHICH ARE PROVIDED "AS IS", AND DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS AND COVENANTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE MAXIMUM EXTENT PERMITTED BY LAW.

4. LIMITATION OF LIABILITY.

a. Acknowledgement. Customer acknowledges that an essential purpose of the exclusion of warranties and limitation of liability provided in this Agreement is allocation of risks between Customer and NWN, which allocation of risks is reflected in the applicable fees and other arrangements between Customer and NWN in the Agreement.

b. Direct Damages Limitation. NWN'S LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, DIRECT OR INDIRECT, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY SERVICES PERFORMED OR PRODUCTS PROVIDED HEREUNDER SHALL NOT EXCEED DIRECT DAMAGES IN AN

5/10/2017 Proposal & SOW document

AMOUNT EQUAL TO THE AMOUNT PAID TO NWN BY CUSTOMER FOR THE APPLICABLE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE.

c. Consequential Damages Limitation. IN NO EVENT SHALL NWN OR ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, PUNITIVE, RELIANCE, INCIDENTAL, INDIRECT, RELIANCE, CONSEQUENTIAL OR ANALOGOUS DAMAGES, INCLUDING BUT NOT LIMITED TO LOST REVENUES, PROFITS OR GOODWILL, INTERRUPTION OF BUSINESS, COST OF SUBSTITUTE GOODS OR SERVICES, DAMAGES RESULTING FROM LOSS OF USE OR LOSS OF DATA, OR OTHER ANALOGOUS DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF NWN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d. General. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER NWN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. No limitation as to damages for personal injury is hereby intended. Some states do not allow the exclusion or limitation of incidental or consequential damages under certain circumstances and the above exclusions or limitations may not apply.

e. Limitation on Actions. No action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of action has been or reasonably should have been discovered, or, in the case of an action for nonpayment, more than two (2) years after the date the last payment was due.

5. **NON-WAIVER OF DEFAULT: REMEDIES** - In the event of any default by Customer under this Agreement or any other contract between Customer and NWN, NWN may decline to perform services for Customer and, Customer will pay all costs incurred by NWN in connection with enforcement of any of NWN's rights, including, without limitation, reasonable attorney's fees. If NWN elects to continue to make shipments or perform services, NWN's action will not constitute a waiver of any default by Customer or in any way affect NWN's legal rights or remedies for any such default. All of NWN's rights and remedies under this Agreement will be cumulative, non-exclusive and in addition to all other rights and remedies available, at law, in equity, by contract or otherwise, and may be exercised singularly or concurrently.

6. **NON-DISCLOSURE; PROPRIETARY RIGHTS**. Each party shall hold all information regarding the other party's business operations or business systems (including, without limitation, trade secrets, inventions, designs, software programs or documentation, prices, financial information, sales, marketing and product plans and information or business plans), whether disclosed in writing, orally or visually, in trust and confidence for the other party and not use it or disclose it to others without the other party's prior written permission except as required to perform its obligations under this Agreement and any Quote or SOW issued hereunder. Notwithstanding the foregoing, the above restrictions shall not apply to any information or other material which is (i) already in the receiving party's possession without restriction on use or disclosure, (ii) within the public domain (iii) made available to the receiving party from third parties not under a similar obligation of confidentiality; (iv) disclosed by the disclosing party on an unrestricted basis to third parties; (v) developed by the receiving party independently without breach of this Agreement; or (vi) required by law or court order to be disclosed provided that the receiving party gives the disclosing party notice and assists the disclosing party in obtaining a protective order. All inventions, ideas, drawings, designs, techniques, software and improvements (whether patentable or unpatentable) made or conceived by NWN or its agents or employees in the course of providing Services under this Agreement excluding Customer's own proprietary information (collectively "NWN Inventions"), shall be NWN's property, and subject to payment of all applicable fees hereunder, Customer shall have the right to use such NWN Inventions; provided, however, that (i) Customer shall use such NWN Inventions only for its own internal business purposes and (ii) Customer shall not disclose to, or use for the benefit of any other person any such NWN Inventions without NWN's prior written consent.

7. **RECRUITMENT OF PERSONNEL**. During the period which Services are being provided to Customer by NWN, and for a period of one year thereafter, in the event that Customer desires to hire any employee of NWN they shall give NWN not less than 30 days written notice before such employee's start date and shall pay NWN a one-time fee equal to 25% of such employee's then current annual salary with NWN on or prior to the employee's start date with Customer.

8. **TERM**. This Agreement shall remain in effect until terminated by either party upon written notice to the other party. Customer's obligations to pay accrued charges and fees shall survive termination of this Agreement and Sections 4, 6(c), 7, 8, 10, 11, 12 and 13 shall survive the termination of this Agreement. Upon any termination of this Agreement each party shall return the confidential information of the other party in its possession, including all extracts and copies thereof, to the other party.

9. GENERAL PROVISIONS. NWN will maintain reasonable and customary general liability and professional liability insurance with respect to the performance of its obligations under this Agreement and the Quotes and SOWs issued hereunder. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its principles of conflict of laws. The parties agree that any action or proceeding between them relating to this Agreement shall take place (i) in the Federal or state courts located in Boston, Massachusetts, if the claim is initiated by Customer, and (ii) in the Federal or state courts located in the county where Customer principal business office is located (or, if none exist, in a nearby county within the same state), if the claim is initiated by NWN; the parties hereby expressly submit themselves to the jurisdiction of the named courts for these purposes, and waive any objection to personal jurisdiction or venue in such courts. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. This Agreement will be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and permitted assigns. The Agreement is personal to Customer, and Customer may not assign any of its rights or delegate any of its obligations hereunder, in whole or in part, without NWN's prior written consent which shall not be unreasonably withheld. Any attempt by a Customer to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. NWN may assign this Agreement to its affiliates or to their respective successors in a merger, acquisition or other consolidation, including without limitation the sale of all or substantially all of its assets, stock or business to which this Agreement relates. This Agreement is the complete and exclusive statement of the agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, arrangements, and communications with respect to the subject matter hereof. All Quotes and SOWs for the Services shall be issued under and governed by this Agreement and subject to the terms and conditions set forth herein. In the event of any conflict between the provisions in this Agreement and any Quote or Statement of Work, the terms of such Quote or SOW shall prevail if so expressly stated in such Quote or SOW. The terms and conditions of this Agreement shall prevail notwithstanding any other terms and conditions printed on any ordering document submitted by Customer which shall be void and of no effect. This Agreement may be modified only by a written instrument signed by an authorized representative of each party. It is intended that this Agreement shall not violate any applicable law and the unenforceability or invalidity of any provision shall not affect the force and validity of the remaining provisions and such invalid provisions shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. NWN shall not be responsible for delays or failures to perform any of its obligations herein due to any cause beyond its reasonable control, including but not limited to riot, acts of war, unavailability of raw materials, failures of suppliers, telecommunications or power failure, natural disasters or acts of God. Performance times under this Agreement and any Quote or SOW issued hereunder shall be considered extended for a period of time equivalent to the time lost because of any delay which is excusable hereunder. Any required notices shall be given in writing at the address set forth below or such other address either party may provide by written notice. Notice shall be deemed to have been given upon receipt.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.**OFFICE USE ONLY
CERTIFICATION OF FILING****1** Name of business entity filing form, and the city, state and country of the business entity's place of business.NWN Corporation
Houston, TX United StatesCertificate Number:
2017-201908

Date Filed:

05/03/2017

Date Acknowledged:

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

Brazos County

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

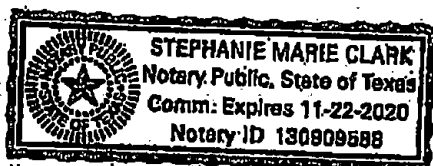
DIR-TSO-3359

Services and Storage Products

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

5 Check only if there is NO Interested Party.**6 AFFIDAVIT**

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



AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Carolyn Hunter, this the 3 day of May, 20 17, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Stephanie Clark

Printed name of officer administering oath

Sr. Sales Exec

Title of officer administering oath



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 5/23/2017

ITEM: Consider and take action on an amendment to the contract with Brazos Central Appraisal District for the purchase of real property.

TO: Commissioners Court

DATE: 05/18/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[AMENDMENT TO CONTRACT -
Extension.pdf](#)

Description

Contract

Type

Cover Memo

AMENDMENT TO CONTRACT
EXTENSION AGREEMENT

THIS REAL ESTATE CONTRACT AMENDMENT – CLOSING DATE EXTENSION ("AMENDMENT") is made by and between the BRAZOS COUNTY, TEXAS, a political subdivision of the State of Texas ("SELLER"), and Brazos Central Appraisal District ("BUYER"), upon the terms and conditions set forth herein.

WHEREAS, SELLER and PURCHASER entered into a Contract For Sale And Purchase Of Real Estate dated February 3, 2017, (the "CONTRACT"), in which the PURCHASERS agreed to purchase from the SELLERS the real property municipally known as **Brazos Place, Block 1, Lot 2, Brazos County, Brazos County, Texas**, ("PROPERTY"), reference to which contract is hereby made for the terms and conditions thereof; and

WHEREAS, said Contract specified that the closing of the sale was to be held within ninety (90) calendar days from the execution and tender of the CONTRACT by BUYER; and


WHEREAS, the parties have so agreed to extend the date for closing, subject to said Contract being modified according to the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SELLERS and PURCHASERS do hereby agree as follows:

1. The closing date is hereby extended to no later than August 31, 2017, TIME BEING OF THE ESSENCE as to closing by said date.
2. SELLERS and PURCHASERS hereby agree that said CONTRACT is hereby modified as shown hereinabove. Except as expressly modified above, said CONTRACT shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the SELLERS and PURCHASERS have executed this Agreement the day and year first written above.

SELLER: BRAZOS COUNTY

BY: 
County Judge

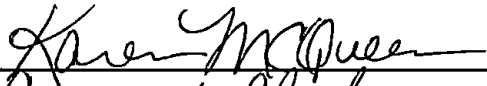
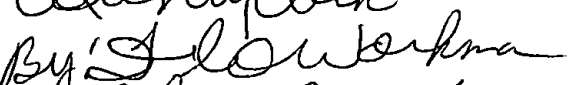
Date: 5/23/17

BUYER: BRAZOS CENTRAL APPRAISAL DISTRICT

BY: 
William Lero – Chairman BOD

Date: _____

ATTEST: COUNTY CLERK

/s/
BY: 
County Clerk
By: 
Chief Deputy

Date: 5/23/17



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 5/23/2017

ITEM: Consider and take action on a funding agreement between Brazos County and the City of Bryan to benefit the City of Bryan and Brazos County Economic Development Foundation, Inc. ("BBCEDF").

TO: Commissioners Court

DATE: 05/17/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

Description

Type

[CLEAN Funding Agmt FY17 First Amendment \(4-24-17\).docx](#)

Agreement

Cover Memo

STATE OF TEXAS §

COUNTY OF BRAZOS §

**FIRST AMENDED
INTERLOCAL AGREEMENT BETWEEN
CITY OF BRYAN, TEXAS
BRAZOS COUNTY, TEXAS; AND
CITY OF BRYAN AND BRAZOS COUNTY ECONOMIC DEVELOPMENT FOUNDATION,
INC. FOR FISCAL YEAR 2017**

THIS FIRST AMENDED INTERLOCAL AGREEMENT is entered into by and between the City of Bryan ("City"), a Texas home-rule municipal corporation, Brazos County ("County"), a political subdivision of the State of Texas, and the City of Bryan and Brazos County Economic Development Foundation, Inc. ("BBCEDF"), a Texas Transportation Code local government corporation ("Agreement"), and is effective for all purposes as of October 1, 2016 ("Effective Date").

WHEREAS, the respective participating governments ("Parties") are authorized by the Interlocal Cooperation Act, Texas Government Code Chapter 791, to enter into an agreement to administer a program for local economic development; and

WHEREAS, in 2009, the City coordinated with the County with regards to the creation of the BBCEDF for the purpose of promoting the development of an industrial park in an unincorporated area of Brazos County, just outside the city limits; and

WHEREAS, the City and the County have shared equally in the responsibilities associated with the formation, operation, and funding of the BBCEDF; and

WHEREAS, the BBCEDF entered into several contracts for the purchase of real estate that will be developed, marketed, and governed as the Texas Triangle Industrial Park and Inland Port ("Park"); and

WHEREAS, the County wishes to contract with BBCEDF as its agent pursuant to Texas Local Government Code Section 381.004 to administer the County's program for local economic development in the Park; and

WHEREAS, the City wishes to contract with BBCEDF as its agent pursuant to Texas Local Government Code Section 380.001 to administer the City's program for local economic development in the Park as authorized by Resolution number 3516; and

WHEREAS, the BBCEDF has contracted with various vendors to provide services related to the development, marketing, and sale of the land in the Park, and has incurred other operational expenses set forth in its annual budget; and

WHEREAS, the City and the County have determined that it is in the best interests of their citizens that the BBCEDF be supported in the development of the Park because the economic impact of new jobs, increased property value, and additional utility revenue will benefit the local economy; and

WHEREAS, the BBCEDF has entered into a contract to purchase 119.283 acres of real property adjacent to the Park, for the purpose of including such property into the Park, and needs additional funding from the City and the County, and

WHEREAS, the Parties have agreed to amend the Fiscal Year 2017 funding agreement to provide for such payments to be made by the parties; and

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

A. Annual Budget

1. BBCEDF adopts an annual budget showing reasonably anticipated revenue and expenses for each year. The annual budget is provides funding for the ongoing operations of the BBCEDF.
2. Once a budget has been approved by the BBCEDF Board of directors it will be submitted to the Brazos County Commissioner's Court and the Bryan City Council for review and approval. The City and County agree to make lump sum payments sufficient to cover respective portions of the Operational Costs from the annual budget within thirty (30) days following approval of the budget or any amendment of same by both governing bodies. Each governmental entity's obligation to make a payment is conditional upon the approval of the budget by the governing body of each governmental entity.

B. Funding

3. The City agrees to fund an amount not to exceed \$663,911.00 and the County agrees to fund an amount not to exceed \$663,911.00 to satisfy their respective obligations under this Agreement.

C. Operational Costs

4. The BBCEDF budget will include the operational costs associated with the maintenance, development, and marketing of the Park. The operational budget may be offset by any grants, gifts, interest income, or other unencumbered revenue received by the BBCEDF. The operational cost budget for the 2017 Fiscal year totals \$327,822.00.
5. The City and the County will each be required to pay fifty percent (50%) of the operational costs of the BBCEDF which are not offset by grants, gifts, interest income, or other unencumbered revenue. The City and the County will tender this payment within thirty (30) days of the execution of this Agreement by all parties.

D. Real Property Purchase and Financing Costs

6. The BBCEDF budget will include \$1,000,000.00 for the purchase of approximately 119.283 acres real property to be incorporated into the Park. The City and the County will each authorize a payment of \$500,000.00 to be tendered to Lawyer's Title Company in time for the closing on the purchase of said real property. The BBCEDF will inform the City and the County as soon as the date and time for the closing is set.

E. Repayment Terms

7. The amounts funded by the City and the County to the BBCEDF constitute a loan of funds to be repaid by the unencumbered proceeds of future land sales (or other revenue of the BBCEDF). In accordance with the terms of the BBCEDF By-laws, the entities that created the BBCEDF are entitled to an equal share of the revenue of the BBCEDF. The BBCEDF agrees there shall be no further

encumbrance of future revenues without getting the express approval of the governing bodies of the City and the County.

F. Miscellaneous

8. Term. This Agreement shall continue in force for one (1) year from the Effective Date, or until the real property constituting the Park has been sold or transferred to another entity, the debts and obligations of the BBCEDF have been paid, and the BBCEDF dissolves pursuant to its governing documents and state law, whichever occurs first.
9. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective while this Agreement is in effect, such provision shall be automatically deleted from this Agreement and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of such deleted provision, there shall be added as part of this Agreement a provision that is legal, valid and enforceable and that is as similar as possible in terms and substance as possible to the deleted provision.
10. Texas law to apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas and the obligations of the parties created hereunder are performable by the parties in the City of Bryan, Texas. Venue for any litigation arising under this Agreement shall be in a court of appropriate jurisdiction in Brazos County, Texas.
11. Sole Agreement. This Agreement constitutes the sole and only Agreement of the Parties hereto respecting the subject matter covered by this Agreement, and supersedes any prior understandings or written or oral agreements between the parties. The prior funding agreement for Fiscal Year 2017 which was executed on September 27, 2016 is hereby repealed and replaced.
12. Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and duly executed by the parties hereto.
13. Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any and all other legal remedies. Said rights and remedies are provided in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
14. Incorporation of Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.
15. Interpretation. The parties acknowledge that each has had the assistance of counsel in the review of this agreement, no one party is to be deemed the author of the agreement, and ambiguities shall not be resolved against any party. The caption headings of this Agreement are for reference only and shall not affect its interpretation. This Agreement is entered into for the exclusive benefit of the parties hereto and not for any other third parties. Nothing in this Agreement, expressed or implied, is intended to confer upon any person or entity not a party to this Agreement any rights or remedies under this Agreement.
16. Duplicate Originals. The parties may execute this Agreement in duplicate originals, each of equal dignity. If the parties sign this Agreement on different dates, the later date shall be the effective date of this Agreement for all purposes.

Executed this ____ day of _____, 2017.

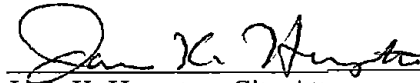
CITY OF BRYAN

ATTEST

Andrew Nelson, Mayor

Mary Lynne Stratta, City Secretary


APPROVED AS TO FORM




Janis K. Hampton, City Attorney

BRAZOS COUNTY

APPROVED AS TO FORM




Duane Peters, County Judge



Bill Ballard, Asst. County Attorney

BRYAN-BRAZOS COUNTY ECONOMIC DEVELOPMENT FOUNDATION, INC.



Mark Conlee, Vice President



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Purchasing NUMBER:
DATE OF COURT MEETING: 5/23/2017
ITEM: Renewal of Contract #17-290R Temporary Employment Services with Express
Employment Professionals.
TO: Commissioners Court
FROM: Christy Norton
DATE: 05/18/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ACTION REQUESTED OR
ALTERNATIVES: Renewal of Contract #17-290R Temporary Employment Services with Express
Employment Professionals.

ATTACHMENTS:

File Name

[Original Contract.pdf](#)

[17-290R Tabulation.pdf](#)

[17-290R renewal letter from vendor.pdf](#)

Description

Original Contract

17-290 Tabulation

17-290R Renewal letter

Type

Backup Material

Backup Material

Backup Material



Brazos County Purchasing Department

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

March 14, 2017

Express Employment Professionals, Inc
1863 Briarcrest Drive
Bryan, TX 77802

Phone: 979-776-4455
Fax: 979-776-4722
Email: Russell.dempsey@expresspros.com

Attn: Russell Dempsey

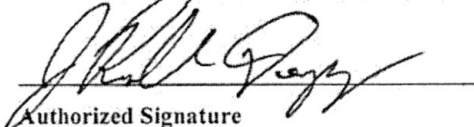
Re: *Renewal of Contract for Temporary Employment Services – 17-290R, previously known as 2016-175R, 2015-48R and 2013-69.*

Brazos County appreciates the quality work your company has provided and would like to exercise the renewal option for *Temporary Employment Services – 17-290R, previously known as 2016-175R, 2015-48R and 2013-69.* All terms, conditions, and pricing shall remain the same. This renewal will be for one year starting June 1, 2017 through May 31, 2018.

To accept the renewal option, please fill out the information and sign below. Return the signed documents by email to cnorton@brazoscountytexas.gov or fax to (979) 361-4293. Please then submit the original signed documents and an updated Certificate of Insurance by mail to the address listed above. Please return acceptance as soon as possible. If you have any questions, I may be reached at (979) 361-4291.

Contact Name: Russell Dempsey Telephone: 979-776-4455
E-Mail: russell.dempsey@expresspros.com Fax: 979-776-4722

EXPRESS EMPLOYMENT PROFESSIONALS, INC


Authorized Signature

4/12/2017
Date


BRAZOS COUNTY
Duane Peters, County Judge

5/23/17
Date

17-290R Temporary Employment Services																					
Previously known as 2016-175R, 2015-48R and 2013-69																					
June 1, 2017 - May 31, 2018																					
		Spherion		RADgov, Inc		Link		Careers USA		Lead Staffing		Beatty's		SOS Staffing		Express Employment		Protouch Staffing		Kelly Services	
Position Type	Hourly Rate	Multiplier	Total	Multiplier	Total	Multiplier	Total	Multiplier	Total	Multiplier	Total	Multiplier	Total	Multiplier	Total	Multiplier	Total	Multiplier	Total	Multiplier	Total
Receptionist	\$11.67	1.45	\$16.92	29.00%	\$15.05	1.413	\$16.49	38.00%	\$16.10	1.31	\$15.29	27.00%	\$14.82	1.39	\$16.22	1.3479	\$15.73	1.33%	\$16.32	No Bid	
Clerk	\$12.26	1.45	\$17.78	29.00%	\$15.82	1.413	\$17.32	38.00%	\$16.92	1.31	\$16.06	23.00%	\$15.08	1.39	\$17.04	1.3475	\$16.52	1.33%	\$17.14	No Bid	
Secretary	\$11.11	1.45	\$16.11	29.00%	\$14.33	1.413	\$15.70	38.00%	\$15.33	1.31	\$14.55	23.00%	\$13.67	1.39	\$15.44	1.3474	\$14.97	1.33%	\$15.54	No Bid	
Administration Assistant	\$14.22	1.45	\$20.62	29.00%	\$18.34	1.413	\$20.09	38.00%	\$19.62	1.31	\$18.63	23.00%	\$17.49	1.39	\$19.77	1.3474	\$19.16	1.33%	\$19.88	No Bid	
Accounting Clerk	\$12.88	1.45	\$18.68	29.00%	\$16.62	1.413	\$18.20	38.00%	\$17.77	1.31	\$16.87	23.00%	\$15.84	1.39	\$17.90	1.3478	\$17.36	1.33%	\$18.01	No Bid	
Executive Assistant	\$17.31	1.45	\$25.10	29.00%	\$22.33	1.413	\$24.46	38.00%	\$23.89	1.31	\$22.68	23.00%	\$21.29	1.39	\$24.06	1.3478	\$23.33	1.33%	\$24.21	No Bid	
Building & Grounds Worker	\$12.88	1.45	\$18.68	29.00%	\$16.62	1.413	\$18.20	42.00%	\$18.29	1.31	\$16.87	23.00%	\$15.84	1.44	\$18.55	1.3967	\$17.99	1.33%	\$18.53	No Bid	
# of hours worked before Brazos County can hire		520		1040		520		480		420		90 Days = 720 Hours		No Fees		320		480		No Bid	
Positions not listed from admin level to executive	unknown	1.45		29.00%		1.413		38.00%		1.33		27.00%		1.39		1.3475		1.33%		No Bid	
Positions not listed from janitorial to construction	unknown	1.58		29.00%		1.413		42.00%		1.31		27.00%		1.43		1.3978		1.33%		No Bid	
Reference Score		9.67		8.86		9.57		9.00		7.86		6.86		9.6		8.43		8.57%		No Bid	
Is there a local office to recruit test and interview potential employees for Brazos County		YES - 4101 S Texas Ave Bryan TX 77802		NO - has offices in Florida and uses Satellite Companies		YES - 724 E Villa Maria Bryan, TX 77802		NO - has 14 offices on East Coast		NO - Location in Harris County		NO - Houston office		Yes; 3601 E 29th Street Suite 10, Bryan TX 77802		YES - 1863 Briarcrest Dr. Bryan, TX 77802					
Will any services be contracted out to a subcontractor? If so, name company		NO		Yes - sometimes and uses traveling recruiters		NO		YES - Burnett Staffing Specialist in Houston, TX		NO - but will set up locally for testing and interviews		NO		NO		NO					
How will testing and interviews work?		Phone screenings; then face to face interviews, Behavioral screening; then online skills assesment		Phone interviews and Face to face interviews via "Skype"and Online testing		Pre-Employment personality Testing Online; Face to face interview; in house skills testing		Uses "Perfect Testing Online" for testing and interviews will be done in person		Some testing and interviews will be in person and some will be conducted online		all online testing and interviews for small contracts. Big contracts would do all in person		all face to face interviews, online application, back ground checks completed, takes personality and skills testing		All on face to face basis and in house testing and interviews					
Notes and Exceptions:		Sperion has exceptions on the bid. Bid terms are non negotiable.						Has Offices in Austin, Dallas, Fort Worth, Houston and San Antonio								Less Hours to Hire Employee without penalty		WITHDRAW OF BID DUE TO MULTIPLIER ERROR			

Recommended Award: Express Professional Employment Services

Approved by Commission Court on this 23rd day of May, 2017 by Brazos County Judge holding the position of



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Road and Bridge NUMBER: CC2017-Amend Driveway Regs-
Commercial Access

DATE OF COURT MEETING: 5/23/2017

ITEM: Amend the Regulations of Brazos County, Texas, for the Construction of Driveways and Culverts in County Easements and Rights Of Way referencing requirements for all commercial accesses to Brazos County roadways.

TO: Commissioners Court

FROM: Karen Tyler

DATE: 05/18/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

Change to Section 12.B, add:

NOTES/EXCEPTIONS: 4. All commercial (includes energy) driveway culverts shall be constructed of Class III RCP (concrete) pipe.

ATTACHMENTS:

File Name

[Brazos County driveway regs amended 5-23-2017.doc](#)

Description

Driveway Regulations; See page 9, #4

Type

Backup Material

BRAZOS COUNTY
COMMISSIONERS' COURT ACTION FORM

DEPARTMENT Road and Bridge

DEPT. NUMBER 56001000

DATE OF COURT MEETING: May 23, 2017

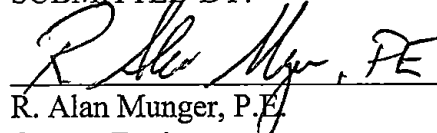
ITEM: Consider and take action to Amend the Regulations of Brazos County, Texas, for the Construction of Driveways and Culverts in County Easements and Rights Of Way referencing requirements for all commercial accesses to Brazos County roadways.

SOURCE OF FUNDS: N/A

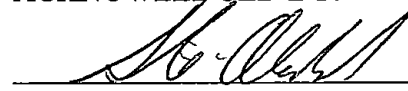
NOTES: **Change to Section 12.B, add:**

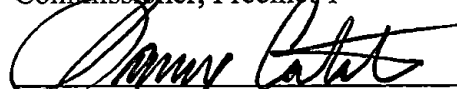
4. All commercial (includes energy) driveway culverts shall be constructed of Class III RCP (concrete) pipe.

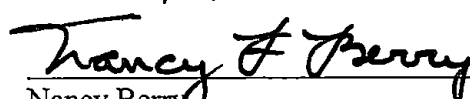
SUBMITTED BY:



R. Alan Munger, P.E.
County Engineer
CC2017

ACKNOWLEDGED BY:


Steve Aldrich
Commissioner, Precinct 1



Sammy Catalena
Commissioner, Precinct 2


Nancy Berry
Commissioner, Precinct 3


Irma Cauley
Commissioner, Precinct 4

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

Date: 5/23/17


E. Duane Peters, County Judge

REGULATIONS OF BRAZOS COUNTY, TEXAS, FOR THE CONSTRUCTION OF DRIVEWAYS AND CULVERTS IN COUNTY EASEMENTS AND RIGHTS OF WAY

SECTION 1 – AUTHORITY

The Commissioners Court has the authority to regulate subdivisions pursuant to Texas Local Government Code §232 and the obligation to protect the public health, safety and welfare of the citizens of Brazos County.

These regulations are adopted by the Commissioners' Court of BRAZOS County, Texas, in an effort to provide a safe environment on the county roadways. Structures built and work performed in the county rights-of-way and/or easements must be accomplished in a manner that is safe for the traveling public. Work performed shall meet at least the minimum standards outlined in this document.

SECTION 2 – SUMMARY OF THE REGULATION

The area between a private property line and the private property line across the road is called the County Right of Way. Because the Right of Way is Brazos County property, a driveway, sidewalk, mailbox or any other structure built or located within that Right of Way is a trespass and will require county permitting before beginning construction.

Situations where permits are required:

- New residential or commercial driveway and/or sidewalk construction;
- New residential or commercial culvert placement;
- New residential or commercial mailbox placement;
- Extension of existing culverts;
- Widening of existing driveways;
- Replacement of driveway, sidewalk, mailbox or culvert, and;
- Repair of existing driveways.

Brazos County requires a completed driveway/culvert permit application and an accurate site plan, including a legal description, prior to a request for a permit.

Mailbox requirements:

- The placement and construction of individual mailboxes will be strictly enforced because of the danger posed to citizens from the placement of mailboxes too close to the driving surface. Any proposed subdivision consisting of six or more lots of one (1)

acre or less in size shall utilize a cluster box system for mail. The County allows brick or other masonry mailboxes only if they are **placed a minimum of five (5) feet from the driving surface**. Furthermore, the County maintains the authority and discretion to remove, or require to be moved, any mailbox it deems to be unsafe.

Applicant shall hold harmless the County of Brazos and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.

Applicant shall not erect any sign on or extending over any portion of the county road right of way.

Brazos County reserves the right to require the land/property owner to make any changes, maintenance or repairs as may be necessary to provide protection of life of property on or adjacent to the roadway. Changes in design will be made only with approval of the County Engineer/designee of Brazos County, Texas.

Brazos County reserves the right to remove any improvements or obstructions in county(s) right of way should the applicant fail to comply with the aforementioned requirements.

SECTION 3 – GENERAL PROVISIONS

- A. Construction of driveways on roadways with open ditch sections, culverts, median openings or modifications to the median whenever applicable, or the replacement, repair, or extension of existing driveways, culverts or median openings on County or public easements or right of way without first securing a permit is prohibited.
- B. Applications for permits for the construction of single family residential on roadways with open ditch sections, or agricultural driveways, culverts, median openings or modifications to the median whenever applicable, or the replacement, repair, or extension of existing driveways, culverts or median openings on County or public easements or right of way shall be made to the Brazos County Road and Bridge Department, 2617 State Highway 21 West, Bryan, TX 77803, Phone 979-822-2127 ext. 3024.
- C. Applications for permits for the construction of multifamily or commercial driveways, culverts, median openings or modifications to the median whenever applicable, or the replacement, repair, or extension of existing driveways, culverts or median openings on County or public easements or right of way shall be made to the Brazos County Engineer, 2617 State Highway 21 West, Bryan, TX 77803, Phone 979-822-2127 ext. 3033
- D. All permits issued by County Engineer or Road and Bridge Department for the construction of driveways, culverts or modifications on a County or public easement or right of way shall require conformance with these Requirements including Brazos County Engineering Department Guidelines and any subsequent amendments or revisions thereto.

- E. The County Engineer and Road and Bridge shall promulgate forms to be used in the administration of these Requirements.
- F. Permits shall provide that construction pursuant to the permit will be commenced within six months and be completed within nine months from the date of the permit and that fees collected for said permits shall not be refundable or transferable.
- G. Permits for the installation of driveways, culverts, or median openings or modifications must be obtained from the County Engineer or Road and Bridge prior to the start of construction.
- H. All permits which require a bond must be approved by Brazos County Commissioners Court.
- I. Brazos County Road & Bridge Department does not provide service for installation of culverts.

SECTION 4 – PERMIT SUBMITTAL REQUIREMENTS

- A. Single Family Residential and Agricultural Driveways (Open Ditch Sections) BRAZOS COUNTY RIGHT OF WAY ACCESS PERMIT APPLICATION
 - 1. When an application for a driveway with or without a culvert is filed, the applicant will provide the County Road and Bridge Department with the following information:
 - a. Street Address (Brazos County 9-1-1 provided address).
 - b. The proposed location of the driveway, and culvert whenever applicable, within the County or public easement and right of way. The locations shall be referenced to a lot line or property corner.
 - c. The location of physical objects such as drainage inlets or catch basin within the portion of the driveway which is the County or public easement or right of way that might conflict with the construction of the driveway. The applicant must provide the location of all man-made objects within the portion of the driveway which is within the County or public easement or right of way.
 - d. Whether a special design is required whenever driveways may be proposed in a location hazardous to traffic safety.
 - f. The length of the proposed culvert based on the following standards:
 - (1) Minimum for walkway: 8 feet
 - (2) Minimum for driveway: 24 feet
 - (3) Maximum for driveway: 40 feet
 - e. **Prior to permit application submittal, Permittee shall contact Brazos County Road & Bridge Department at 979-822-2127 to verify pipe size diameter.**
 - f. Minimum pipe size shall be 15" unless special conditions exist that may warrant a smaller size.

- g. The maximum pipe size for a driveway crossed shall not exceed a single row of 36" diameter pipe. Any driveway culvert requiring a larger pipe size shall be designed by a licensed Texas Engineer and constructed by a general contractor in order to obtain a permit.
 - h. Culverts will be placed a minimum of ten (10) feet from the property line.
2. The permit applicant will be responsible for cost of the pipe material, pipe fittings, safety ends, and other required accessories/material including delivery and off loading at the driveway site, and applicant will also provide all labor, materials and equipment to install the pipe including excavation, grading, and backfill between the adjacent road surface and the property line or right of way line.
 3. Horseshoe or multiple driveways on a tract of land may be permissible, depending on existing conditions. A separate permit must be obtained for each installation.
 - a. The maximum number of driveways allowed on a tract of land:

Parcel Frontage Length	Number of Driveways
Less than 105 ft.	1
105 ft. to 210 ft.	2
Greater than 210 ft.	3

B. Commercial (or Energy) Driveways – BRAZOS COUNTY RIGHT OF WAY ACCESS PERMIT

1. When an application for a driveway with or without a culvert is filed, the applicant will provide the following information.
 - a. The location of the driveway, and culvert whenever applicable, within the County or public easement and right of way. The locations shall be referenced to a lot line or property corner.
 - b. The location of physical objects such as drainage inlets or catch basin within the portion of the driveway which is the County or public easement or right of way that might conflict with the construction of the driveway. The applicant must provide the location of all man-made objects within the portion of the driveway which is within the County or public easement or right of way.
 - c. Whether a special design is required whenever driveways may be proposed in a location hazardous to traffic safety.
 - d. The length of the proposed culvert is based on the following standards:
 - (1) Minimum for driveway: 24 feet
 - (2) Maximum for driveway: 60 feet
 - (3) Inlets shall be spaced 50 feet or in the mid-point of any culvert over 50 feet in length
 - e. Commercial driveways shall be spaced with a minimum of fifty feet (50') separation. On major thoroughfares (arterials and collectors), driveways shall be placed with a minimum of one hundred fifty feet (150') separation.
 - f. Commercial driveways on arterial roadways shall be placed no closer than one hundred and fifty feet (150') from the ultimate curb line of an intersecting arterial or collector street. Commercial driveways on local streets are to be placed no closer

than seventy-five feet (75') from the ultimate curb line of an intersecting arterial. Commercial driveways on arterials are to be placed no closer than seventy-five feet (75') from the ultimate curb line of an intersection of a collector or local street.

- g. Commercial tract with ninety-five (95') or less frontage on a public street shall have no more than one (1) driveway. Commercial tract with between three hundred twenty feet (320') and ninety-six (96') frontage on a public street shall have no more than two (2) driveways. Commercial tract with between six hundred feet (600') and three hundred twenty-one feet (321') frontage on a public street shall have no more than three (3) driveways.
- h. Every permit application must be accompanied by a complete set of construction details and specification to fully convey the work to be performed in the County right of way and to assure conformance with these Requirements including Brazos County Engineering Department Construction Standards and Details and any subsequent amendments or revisions thereto.
- i. All cost for materials, labor, and equipment shall be paid by the applicant.
- j. All work shall be done by a responsible, qualified contractor.
- k. Temporary drainage pipes (180 days or less) are exempt from this regulation provided a permit is obtained for working within the Brazos County right of way.

SECTION 5 – CONSTRUCTION & INSPECTIONS

- A. Driveways connecting to concrete curb and gutter roadways shall be inspected after the placement of reinforcing steel and prior to the pouring of concrete, and again after the concrete pour for conformance with County standards.
- B. Driveways connecting to asphalt roadways will be inspected after the placement of materials for conformance with plans.
- C. The installation of culverts shall be governed by the following procedures:
 - 1. Culverts shall not be set until flow line elevations are set and approved by Brazos County.
 - 2. Culverts shall not be backfilled until an inspection is conducted by Brazos County to determine that the elevation and grade of the culverts have been correctly set.
 - 3. Culverts shall also be inspected upon completion of the placement of cement stabilized backfill, if required, and prior to commencement of driveway construction.
- D. All driveways requiring special geometric design shall be inspected for conformance with plans.
- E. The County Engineer may make any additional inspections deemed necessary to administer these Regulations.

- F. Sidewalks will be inspected before placement of concrete while formwork and re-bar are exposed. Inspection will verify nominal thickness of concrete. Items inspected will cover location, slope and obstruction by improperly elevated manholes, water valves etc.

SECTION 6 – ENFORCEMENT

The County Engineer shall be charged with the enforcement of these Regulations. If any person violates any provision of these Regulations the County Engineer will attempt to obtain compliance with these Regulations.

Driveways that have been installed without notification or authorization (unpermitted) by the County and have been found to hinder drainage or violate one of the above regulations will be removed and placed on the adjacent offending property following the process noted below:

- A. A Notice of Violation (NOV) will be placed on a stake or fence post to notify the property owner or installer that a violation has been identified by the County. The NOV provides the property owner with basic information regarding the cause for violation and provides contact information for the County Engineer or his representative.
- B. If no response is received within the ten (10) day period provided on the NOV then a letter will be mailed to the property owner noting the cause for violation along with the contact information for the County Engineer or his representative.
- C. If any person engages in the construction of a driveway, sidewalk or culvert crossing a County easement or right-of-way without a permit, the Commissioners' Court may direct the County Attorney to file suit to enjoin the violation of these Regulations.
- D. If any person engages in the construction of a driveway, sidewalk or culvert crossing a County easement or right-of-way without a permit, or if any person engages in the construction of a driveway or culvert in any manner except as specified in the permit issued therefore by the County Engineer, the Commissioners' Court may order the landowner to remove or repair the driveway or culvert at the landowner's expense.

[Texas Local Government Code §81.025, 1987]

When regulating driveway installations wherein a permit has been issued but the installer (property owner or contractor) has failed to:

- 1. start construction within the six (6) month period allowed;
- 2. correct the element that failed an inspection; or
- 3. complete construction within the nine (9) month period allowed;

the County Engineer may so report to the Commissioners' Court and the following remedies may be pursued:

1. If any person engages in the construction of a driveway, sidewalk or culvert in any manner except as specified in the permit issued therefore by the County Engineer, the Commissioners' Court may direct the County Attorney to file suit to enjoin the violation of these Regulations.
2. Any person securing a permit under these Regulations must certify to Commissioners' Court that the terms, provisions and conditions of the permit will be complied with. Violation of this certification constitutes contempt of Commissioners' Court.
3. If the Commissioners' Court finds a person to be guilty of contempt, it may enter such orders consistent with general law as it deems appropriate to punish the person guilty of contempt, and may enter such order and further orders enforceable by civil and criminal contempt, and consistent with its authority under general law, as Commissioners' Court deems necessary to enforce and protect its jurisdiction over the matter and to uphold the integrity of these Regulations.
4. The procedure for contempt proceedings before Commissioners' Court will be consistent with procedures in actions before other courts in this state for enforcement of court orders, and for the protection of the jurisdiction of courts by process of contempt. Provided, however, that the person shall be given ten (10) days notice of said contempt proceeding by certified or registered mail, return receipt requested.

SECTION 7 – EXCEPTIONS

- A. Appeals for exceptions to these Requirements will be considered on the following basis and only after good and sufficient cause has been demonstrated by the applicant for an exception:
 1. Upon denial of permit, the applicant may appeal the County Engineer's decision by stating and submitting his reasons in writing to the County Engineer within ten (10) days of the denial of said permit.
 2. The County Engineer shall review the appeal and within fifteen (15) days of receipt of the said appeal, shall reduce his findings to writing and submit his findings and recommendation to Commissioners' Court. The applicant shall be provided with a copy of the County Engineer's recommendations and may appear before Commissioners' Court to support his appeal.

SECTION 8 – RECORDS

- A. All applications and file copies of permits issued pursuant to these Requirements shall be maintained by the County Engineer or Road & Bridge as part of the permanent records of his office.

SECTION 9 – EFFECTIVE DATE

- A. The requirements shall become effective upon approval of Commissioners Court.

SECTION 10 – SEVERABILITY

- A. The provisions of these Requirements are severable. If any word, phrase, clause, sentence, section, provision, or part of these Requirements should be held invalid or unconstitutional, it shall not affect the validity of the remaining provisions, and it is hereby declared to be the intent of the Commissioners' Court that these Requirements would have been adopted as to the remaining portions, regardless of the invalidity of any part.

SECTION 11 – PERMIT FEES AND BONDS

NOTE: ALL PERMIT FEES ARE NON-REFUNDABLE and NON-TRANSFERABLE.

The fees for permits and inspections shall be as follows:

- A. PERMITS:
 - 1. Single Family Residential and Agricultural Driveways (Open Ditch Sections) - New and modify/add-ons.
 - a. Permit Fee: Payable at the time permit application is submitted.

SECTION 12 – APPLICATIONS

Applications for permits for the construction of driveways, sidewalks and culverts on County or public easements or rights-of-way shall be made to the County Engineer prior to the start of construction.

- A. Permits from the County are not required for the following:
 - 1. The *repairs* of driveways constructed on concrete curb and gutter public streets, or
 - 2. The installation, repair, or replacement of driveways / culverts on roads that are not in the County's Road and Bridge road maintenance system.
- B. When an application for a driveway, with or without a culvert or sidewalk, is filed, the applicant (property owner or installer) will provide and consider the

following:

1. The location of the driveway / culvert by staking its beginning and the end on the ground and showing the distance from the nearest property corner or intersecting street or road.
2. Whether the driveway / culvert will provide ultimate access to single family residential / agricultural or multi-family residential / commercial development.
3. The type of driveway surface and culvert material. All culverts shall be constructed of reinforced concrete or CMP (Polymer Coated CMP at concrete drives) or equivalent. All concrete pre-cast conduits or pipe shall be new, tongue and groove (bell ended pipe shall not be used), reinforced Class III pipe. An exception may be granted for the use of used reinforced concrete pipe for residential use only after an inspection of the pipe and the County Engineer determines that the quality of the used pipe is equivalent to new pipe.
4. All commercial (includes energy) driveway culverts shall be constructed of Class III RCP (concrete) pipe.
5. The length of the proposed culvert based on the following standards:

	Single Family Residential / Agricultural	All Other Driveways
Minimum for walkway	One joint of pipe (8')	
Minimum for driveway	24 feet	24 feet
Maximum for driveway	40 feet	60 feet (<i>Inlets shall be spaced 50 feet or in the midpoint of any culvert over</i>)

New Street Crossings or Connections to Existing Streets: Length to be determined by the County Engineer.

6. The location of all physical objects such as drainage inlets or catch basins within the portion of the driveway or sidewalk which is within the County or public easement or right-of-way that might conflict with the construction of the driveway. The applicant must provide the location of all manmade objects within the portion of the driveway or sidewalk which is within the County or public easement or right-of-way.
7. That a driveway connecting to a concrete curb and gutter street or road is designed in accordance with Brazos County Drawings and any subsequent amendments or revisions thereto as promulgated by the County Engineer.

8. That a driveway constructed over a roadside ditch culvert conforms to at least the geometric requirements of the aforementioned drawings.
9. Safety end treatments with pipe runners are required for all pipes larger than 30".
10. That driveways proposed to be located on a corner lot is not shown to be located within any portion of public street curb radii.
11. Whether a special design is required whenever the driveway may be proposed in a location hazardous to traffic safety.
12. That driveways located on the same property shall be separated by a minimum of twenty (20) feet.
13. That sidewalks constructed in County rights-of-way or easements be constructed in accordance with the Brazos County Drawings and any subsequent amendments or revisions thereto as promulgated by the County Engineer.
14. The size of culvert. The minimum culvert diameter shall be fifteen (15) inches.
15. Commercial sites shall be required to have their driveway designed by a professional engineer and submitted to the County Engineer for review.
16. Whether the proposed culvert conforms to all other requirements of these regulations.
17. If the County has need to increase the size or change the depth and grade of an existing roadside ditch or drainage easement, the County will incur the cost of the replacement for existing driveways within the work area. Driveways will be replaced with similar material. The driveway installation will only be offered to properties that exhibit signs of recent and frequent access or to properties that have existing structures such as garages or boat barns that require vehicular access.
18. The property owner will be responsible for the maintenance, upkeep, and repair of the culvert crossing (driveway surface and pipe opening).
19. Temporary culverts, culverts used for access to property used for agricultural purposes or for access to single family dwellings, are exempt from this requirement.

All permits issued by the County Engineer for the construction of driveways, sidewalks or culverts on a County or public easement or right-of-way shall require conformance with these Regulations including Brazos County Drawings and any subsequent amendments or

revisions thereto as promulgated by the County Engineer.

The County Engineer shall promulgate forms to be used in the administration of these Regulations.

SECTION 13 – FEES

Per the Fee Schedule adopted by Commissioner's Court approval, fees for driveway permits and re-inspections are as follows:

	New	Modification	Re-Inspection
Single Family Residential / Agricultural	\$100	\$50	\$50
Multi-Family Residential/ Commercial	\$100	\$50	\$100

SECTION 14 – PROMULGATION OF FORMS

Forms are promulgated for use in the administration of these regulations. The County Engineer may add to these forms or may promulgate additional forms as may be needed to administer these regulations.

SECTION 15 – PROMULGATION OF DETAILS

Details (drawings) are promulgated for use in the administration of these regulations. The County Engineer may revise these details or may promulgate additional details as may be needed to administer these regulations.



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

Road and Bridge

NUMBER:

CC 2017 - Utility Permit - FWP Holdings, LLC - Hensarling Lane and Elmo Weedon Road - Temporary Wate

DATE OF COURT MEETING:

5/23/2017

ITEM:

Consider and take action on the FWP Holdings, LLC utility permit to install a temporary 10" polyurethane water line within and along the right-of-way of Hensarling Lane and Elmo Weedon Road. Line will also cross under each roadway through existing culvert pipes. Project will provide water to oil well. Site is located in Precinct 2.

TO:

Commissioners Court

FROM:

Darrell Kolwes

DATE:

05/17/2017

FISCAL IMPACT:

False

BUDGETED:

False

DOLLAR AMOUNT:

\$0.00

ATTACHMENTS:

File Name

Description

Type

[Utility Permit - FWP Holdings LLC - Hensarling Lane and Elmo Weedon Road - Temporary Water Line Permit.pdf](#)

Utility Permit - FWP Holdings, LLC - Hensarling Lane and Elmo Weedon Road - Temporary Water Line Permit.

Backup Material

**BRAZOS COUNTY
COMMISSIONERS' COURT
ACTION FORM**

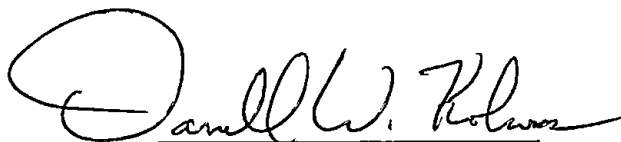
DEPARTMENT: Road & Bridge

MEETING DATE: May 23, 2017

SUBJECT: Temporary Utility Permit – FWP Holdings, LLC

Consider and take action on the FWP Holdings, LLC utility permit to install a temporary 10" polyurethane water line within and along the right-of-way of Hensarling Lane and Elmo Weedon Road. Line will also cross under each roadway through existing culvert pipes. Project will provide water to oil well. Site is located in Precinct 2.

SUBMITTED BY:



Darrell W. Kolwes
Right of Way Agent

ACKNOWLEDGED BY:



Sammy Catalena
Commissioner Precinct 2

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



Duane Peters, County Judge

DATE: 5/23/17

APPLICATION FOR WATER UTILITY PERMIT
DESIGNATING PLACEMENT OF UTILITY IN COUNTY RIGHT OF WAY

TO: THE COUNTY ENGINEER OF BRAZOS COUNTY, TEXAS

Pursuant to the Texas Utility Code, Section 181.024, comes now FWP Holdings, LLC [company name], hereinafter referred to as "Company" a Texas LLC [state] Corporation, with authority to transact business in Texas, acting by and through its duly authorized representative, and hereby petitions the County Engineer for the right to lay, construct, maintain, repair and/or operate a gas facility under, over, across and/or along certain County Roads as shown on drawings and diagrams attached hereto and said location described as follows:

Facility to Cross Road

Road Name & Block Number	Length of Crossing	TYPE OF CONSTRUCTION (CHECK ONE)			
		Bored	Jacked	Driven	Cased
Hensarling Lane	40 feet				
Elmo Weedon Road	50 feet				

Facility to Parallel County Road Within Right-Of-Way

Road Name and Block Number	From	To	Depth	Distance
Hensarling Lane	30°41'23.86"N	30°40'52.69"N	On Surface	4,300 feet
	96°10'50.62"W	96°11'25.62"W		
Elmo Weedon Road	30°40'52.69"N	30°40'56.74"N	On Surface	900 feet
	96°11'25.62"W	96°11'30.86"W		

CONSTRUCTION TYPE

10" Diameter Wall Thickness

Material Specification TPU Flat Hose

Maximum Operation Pressure 200 PSI

PROJECT WILL LAY 10" POLY FLAT HOSE

WATER LINE THRU 2 CULVERTS AND

ALONG COUNTY RIGHT OF WAY.

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

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

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 permit shall be kept at the job site any time work is being performed.

It is expressly stipulated that this Permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the holder and the holder will at all times assume risk of and indemnify, defend and save harmless Brazos County from and against any and all loss, damages, cost or

expense arising in any manner on account of the exercise or attempted exercise by said holder of the aforesaid rights and privileges.

Any deviation from these specifications must be approved by Brazos County Engineer's Office or its designated representative.

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

Applicant agrees to comply with all rules of the County Commissioners and the County Engineer in construction of said installation attached hereto as **BRAZOS COUNTY DESIGN STANDARDS AND SAFETY PRECAUTION REQUIREMENTS FOR WORK CONDUCTED IN BRAZOS COUNTY RIGHTS OF WAY** and incorporated herein for reference.

In the event Company fails to obtain a permit prior to the installation or does not install utilities in compliance with installation requirements set forth herein (i.e. depth, location, etc), Company assumes all financial responsibility for damages and/or destruction of lines, cables, etc. based upon its failure to comply with Brazos County requirements.

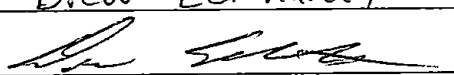
Applicant agrees that if Brazos County demonstrates a violation of the terms of this policy, Applicant stipulates that requisites for injunctive relief exist and that Brazos County is entitled to relief enjoining any conduct by applicant which is contrary to the policies.

This permit is a revocable permit. Brazos County reserves the right to revoke this permit at any time, in the sole discretion of Brazos County, for interests of public health, safety or welfare, or for failure to repair any damages upon demand, or for any other reason deemed sufficient by Brazos County.

In the event Company fails to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel compliance. The County Engineer further retains the right to revoke this Permit by verbal notification to the Applicant/Company.

Failure to obtain this permit and/or 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 permit.

FWP Holdings LLC dba Franks Water Pumping
Company Name
Drew Eckhardt
By: 
Signature VP
Title
10260 Westheimer Rd. Suite 460
Address
Houston TX 77042
City State Zip
713.952.5533
Phone Number
drew@phoenixservices.biz
Email:

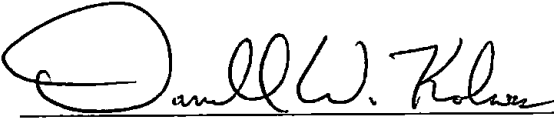
WATER UTILITY APPROVAL

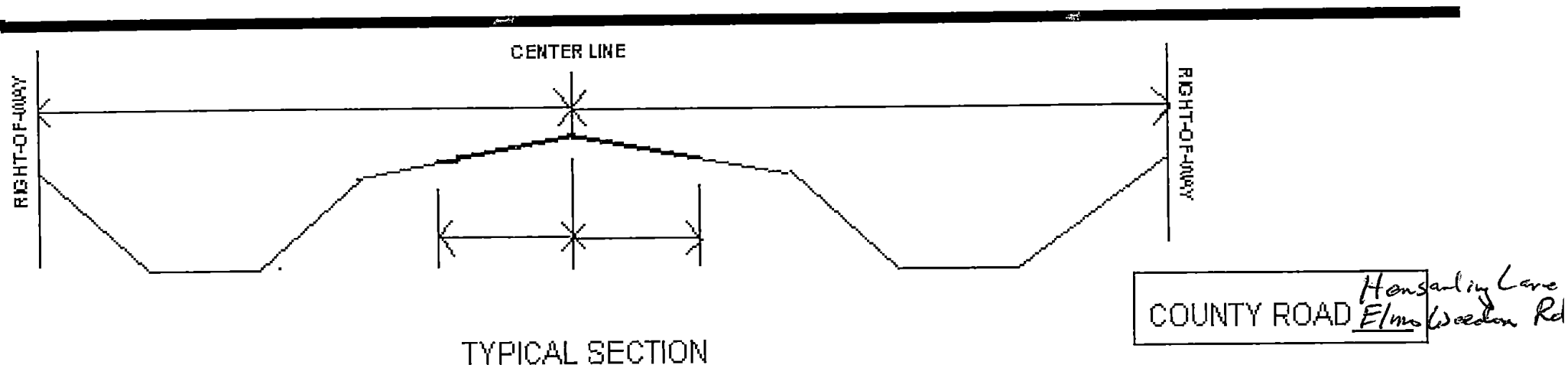
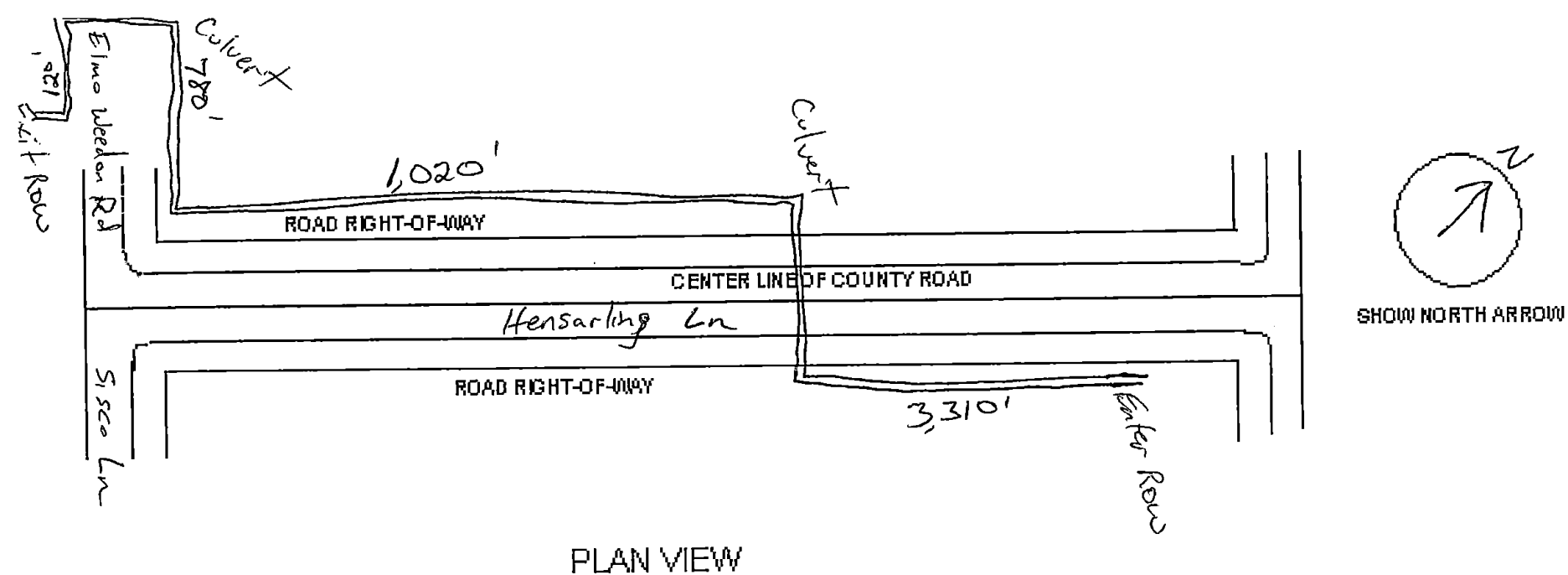
Brazos County offers no objection to the proposed location of the utility in the County right of way as shown by accompanying drawings and notice dated 5-16-17 except as noted below:

(Month/Day/Year)

EXCEPTIONS:

None


for Brazos County Engineer



1. IN CROSSING ROAD OR GOING ALONG RIGHT-OF-WAY, SHOW DEPTH & LOCATION OF CONSTRUCTION IN TYPE SECTION & PLAN
2. IN PLAN VIEW SHOW DISTANCE FROM YOUR CONSTRUCTION TO NEAREST INTERSECTION
3. IF ABOVE PLAN VIEW AND/OR TYPE SECTION IS NOT APPLICABLE, THEN SHOW APPLICABLE PLAN AND/ OR SECTION



Enter County

Woodglen Cir

Falcon Cr

Stacy Ln

Cross Under through Culvert

Cross Under through Culvert

Exit County ROW

Hensaling Ln

© 2016 Google

Goo

1995

Imagery Date: 11/19/2016 30°41'09.09" N 96°11'08.19" W elev 224 ft

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

A. General Requirements

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

B. Safety Requirements

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

C. Traffic Control Plan

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

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

D. Design Standards

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

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

E. Emergency work

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

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

F. Repairs to existing facilities

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

G. Relocation of utilities

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

H. High Pressure Pipelines

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

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

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

4. Petroleum Pipelines:

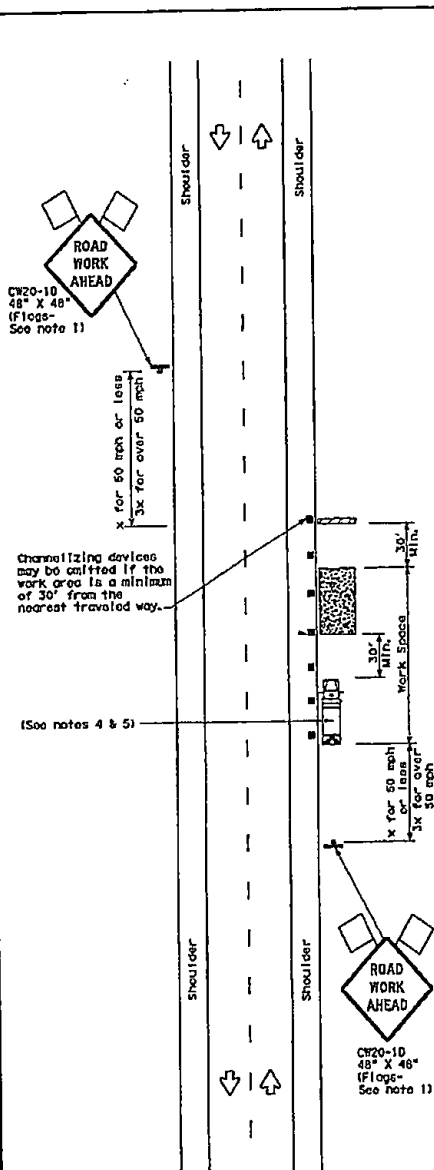
<u>Type of Pipeline</u>	Depth	<u>Special Requirements</u>
	(below deepest ditch grade)	
Encased Pipe	Less than 10'	Must be covered with concrete pad at least 36" deep
Encased Pipe	Greater than 10'	No concrete pad required
Non-Cased Pipe	Less than 10'	Must be covered with concrete pad at least 48" deep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

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

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

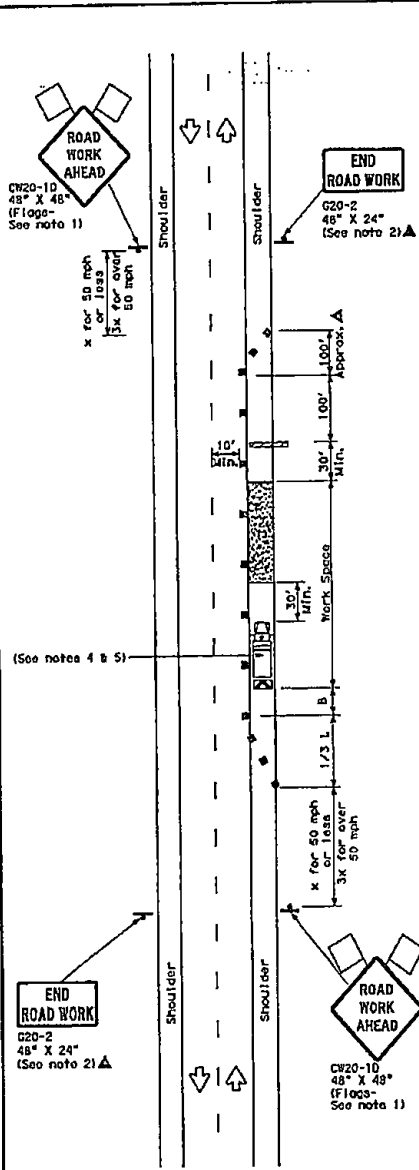
DISCLAIMER: The use of this standard is governed by the Texas Engineering Protection Act. No warranty of any kind is made by the Department of Transportation for any purpose whatsoever. The user assumes all responsibility for the use of this standard to other projects or for incorrect formats or for incorrect results resulting from its use.

DATE: FILE:



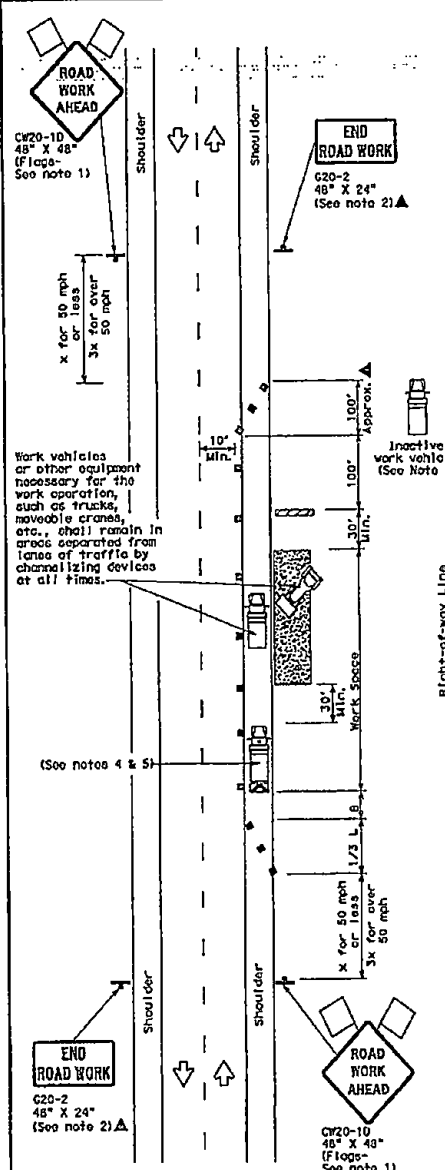
TCP (2-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (2-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (2-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

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

Posted Speed mph	Formula	Minimum Desirable Taper Lengths ft	Suggested Maximum Spacing of Channelizing Devices	Minimum Sign Spacing ft	Suggested Longitudinal Buffer Space ft
30	$L = \frac{WS^2}{60}$	10' Off/15' On	11' Taper	60'	90'
35		150' Off/165' On	30' Taper	60'	120'
40		205' Off/225' On	35' Taper	70'	160'
45		265' Off/295' On	40' Taper	80'	240'
50		320' Off/350' On	45' Taper	90'	320'
55		380' Off/415' On	50' Taper	100'	400'
60		440' Off/485' On	55' Taper	110'	500'
65		500' Off/550' On	60' Taper	120'	600'
70		560' Off/615' On	65' Taper	130'	700'
75		620' Off/685' On	70' Taper	140'	800'

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

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

GENERAL NOTES

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

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

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP (2-1)-12

© TxDOT December 1985	REVISED	DATE	BY	DATE	BY
2-84	2-12				
1-97					
4-98					
1-01					



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 5/23/2017
ITEM: Permission for the County Judge to sign a letter of support of a Uniform Hospital Rate Improvement Program (UHRIP).
TO: Commissioners Court
DATE: 05/19/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[image0284.pdf](#)

Description

Letter

Type

Cover Memo

Dear Mr. Sanders,

We are writing you on behalf of Bell, Brazos and McLennan Counties, and on behalf of local patients who deserve a strong, robust and efficient healthcare safety-net system. It was brought to our attention that the hospitals in our respective communities are pursuing the development of a Uniform Hospital Rate Improvement Program ("UHRIP") that would bring in over \$50 million of federal money into our communities, *without costing state or local taxpayers a single dollar*. Because these funds would be used to support access, delivery and funding for patients in our communities, our respective counties voted to fund these programs via our Local Provider Participation Funds ("LPPFs"). Our ^{Commissioners} Courts were prepared to move on this critical program.

As disappointed as we were to learn that accessing the UHRIP payments for our safety-net system was delayed until March 2018, we are excited to learn that the managed care organizations in our community are supportive of pursuing a pilot program for the Central Service Delivery Area (SDA) that would become effective September 1, 2017. We are grateful to the two MCOs that are helping support this project. While it is our understanding that one MCO still has questions, we are glad to hear that we are headed in the right direction. To help resolve any outstanding issues, we are happy set up a conference call today or tomorrow to make sure that all outstanding issues are settled.

Our communities need these funds, and it is critical that all parties work out the details as soon as possible. Please let us know how we can facilitate any necessary dialogue.

Regards,

The Honorable Jon H. Burrows
Bell County Judge



The Honorable Duane Peters
Brazos County Judge

The Honorable Scott Felton
McLennan County Judge



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 5/23/2017

ITEM: Appointment of the following to the Brazos County Employee Health & Wellness Clinic Personnel Committee:

- a. County Judge
- b. Medical Director
- c. Human Resource Director
- d. Budget Officer
- e. Representative of the Health Department

TO: Commissioners Court

DATE: 05/19/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

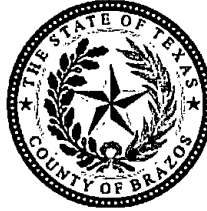
File Name

Description

Type

No Attachments Available

16

**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: NUMBER:
DATE OF COURT MEETING: 5/23/2017
ITEM: Appointment of the following to the Brazos County Employee Health & Wellness Clinic Personnel Committee:
• a. County Judge
• b. Medical Director
• c. Human Resource Director
• d. Budget Officer
• e. Representative of the Health Department
TO: Commissioners Court
DATE: 05/19/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:**File Name****Description****Type**

No Attachments Available

APPROVED

A handwritten signature in black ink, appearing to read "Duane Peters", is written over a horizontal line. To the right of the signature, the date "5/23/17" is handwritten.

Duane Peters
County Judge

Date



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

DATE OF COURT MEETING: 5/23/2017

ITEM:

- a. Kyle & Angela Cluff - Overpayment \$20.01
- b. Covey Park Operating LLC - Overpayment \$150.52
- c. Covey Park Operating LLC - Overpayment \$101.84
- d. Carter Arden Development LLC % Steve Arden - Overpayment \$28.60
- e. Seven Wade - Overpayment \$33.23
- f. Anissa M Couvillon - Overpayment \$33.63
- g. Lee Smith - Overpayment \$7.00

TO: Commissioners Court

DATE: 05/17/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Tax Refund Applications 5-23-17.pdf](#)

Description

Tax Refund Applications

Type

Cover Memo

APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten			
Phone Number 979-775-9930					
To apply for a tax refund, the taxpayer must complete the following:					
Step 1:					
Owner's name and address	AUSTIN & GERALDINE ROGERS				
	702 NAVARRO APT A				
	COLLEGE STATION TX 77845-6612				
Step 2:					
Describe the property	Legal	ROLLING RIDGE SPACE 106RW			
	Address	106 RIDGEWOOD			
	Acct.#	104746			
Step 3:					
Give the tax payment information	Name of Taxing unit	Tax Year	Date of	Amount	Refund amt
		of refund	Payment	Paid	Requested
	Zrefund	2016	10/10/2016	\$173.16	\$20.01
Taxpayer's reason for refund: OP-Overpayment					
Refund to KYLE & ANGELA CLUFF 9 VUELTA ORTA BANDA SANTA FE NM 87506-2782					
Step 4:					
Sign the form + Return	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here > Angela Cluff			date > 05/05/2017	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5:					
Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	Authorized officer				
	sign here >			date > 5/23/17	
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here >			date >	

APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		Phone Number 979-775-9930	Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten
--	--	-------------------------------------	---

To apply for a tax refund, the taxpayer must complete the following:

Step 1: Owner's name and address	COVEY PARK OPER LLC				
Step 2: Describe the property	Legal	MCMURREY-STATE UNIT #3			
	Address				
	Acct.#	537520			
Step 3: Give the tax payment information	<u>Name of Taxing unit</u>	<u>Tax Year</u>	<u>Date of</u>	<u>Amount</u>	<u>Refund amt</u>
		<u>of refund</u>	<u>Payment</u>	<u>Paid</u>	<u>Requested</u>
	Zrefund	2016	12/31/2016	\$454.65	\$150.52
	Taxpayer's reason for refund: OP-Overpayment				
	Refund to COVEY PARK OPERATING LLC 8401 NORTH CENTRAL EXPRESSWAY				
STE 700 DALLAS TX 75225					
Step 4: Sign the form Return	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here > <i>Arden Kurten</i>			date > 5/4/17	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5: Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	Authorized officer				
	sign here > <i>[Signature]</i>			date > 5/23/17	
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here >			date >	

APPLICATION FOR TAX REFUND

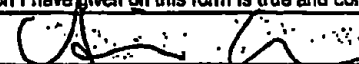

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten			
Phone Number 979-775-9930					
To apply for a tax refund, the taxpayer must complete the following:					
Step 1: Owner's name and address	COVEY PARK OPER LLC				
Step 2: Describe the property	Legal MCMURREY-STATE UNIT # 2				
	Address				
	Acct.# 537510				
Step 3: Give the tax payment information	<u>Name of Taxing unit</u>	<u>Tax Year of refund</u>	<u>Date of Payment</u>	<u>Amount Paid</u>	<u>Refund amt Requested</u>
	Zrefund	2016	12/31/2016	\$307.64	\$101.84
	Taxpayer's reason for refund: OP-Overpayment				
	Refund to COVEY PARK OPERATING LLC 8401 NORTH CENTRAL EXPRESSWAY				
	STE 700 DALLAS TX 75225				
Step 4: Sign the form <i>Return</i>	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here > <i>Ante Xmas</i>			date > 5/4/17	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5: Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	Authorized officer				
	sign here > <i>[Signature]</i>			date > 5/23/17	
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here >			date >	

APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		Phone Number 979-775-9930	Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurlan	
To apply for a tax refund, the taxpayer must complete the following:				
Step 1:	CARTER ARDEN DEVELOPMENT LLC			
Owner's name	% ARDEN STEVE			
and address	311 CECILIA LOOP			
	COLLEGE STATION, TX 77845-6310			
Step 2:				
Describe the property	Legal JOHN AUSTIN, BLOCK 19, LOT 30.13, ACRES 9.963			
	Address FM 1179			
	Acct.# 367993			
Step 3:				
Give the tax payment information	Name of Taxing Unit	Tax Year	Date of Payment	Amount Paid
		of refund		Requested
	Zrefund	2016	12/21/2016	\$8,349.90
				\$28.60
	Taxpayer's reason for refund: OP-Overpayment			
	Refund to CARTER ARDEN DEVELOPMENT LLC			
	% ARDEN STEVE			
	311 CECILIA LOOP			
	COLLEGE STATION, TX 77845-6310			
Step 4:				
Sign the form and return	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."			
	sign here > <i>J. Stephen Arden</i>			date > 5/10/17
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.			
Step 5:				
Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved			
	Authorized officer			
	sign here > <i>[Signature]</i>			date > 5/23/17
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code			
	sign here >			date >

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten			
		Phone Number 979-775-9930			
To apply for a tax refund, the taxpayer must complete the following:					
Step 1:	MARIA GARCIA & ROLANDO TORRES				
Owner's name and address	3701 SHIRLEY DR				
	BRYAN TX 77808				
Step 2:					
Describe the property	Legal	WOODVILLE ACRES # 3 BK-5 MOBILE HOME			
	Address	3701 SHIRLEY DR			
	Acct.#	100765			
Step 3:					
Give the tax payment information	<u>Name of Taxing unit</u>	<u>Tax Year</u>	<u>Date of</u>	<u>Amount</u>	<u>Refund amt</u>
		<u>of refund</u>	<u>Payment</u>	<u>Paid</u>	<u>Requested</u>
	Zrefund	2016	10/10/2016	\$243.00	\$33.23
Taxpayer's reason for refund: OP-Overpayment					
Refund to: STEVEN WADE 8543 HIGHWAY 21 WEST NORTH ZULCH TX 77872					
Step 4:					
Sign the form and return	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here > <i>Steven Wade</i>			date > <i>5/8/17</i>	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5:					
Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	Authorized officer				
	sign here > <i>[Signature]</i>			date > <i>5/23/17</i>	
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here >			date >	

APPLICATION FOR TAX REFUND

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten			
Phone Number 979-775-9930					
To apply for a tax refund, the taxpayer must complete the following:					
Step 1: Owner's name and address	ANISSA M COUVILLON				
	6406 STEER TRL				
	AUSTIN TX 78749-1241				
Step 2: Describe the property	Legal GLENHAVEN ESTATES PH 8 BLOCK 18 LOT 1				
	Address 1709 BRAZOSWOOD DR				
	Acct.# 91760				
Step 3: Give the tax payment information	Name of Taxing unit	Tax Year	Date of	Amount	Refund amt
		of refund	Payment	Paid	Requested
	Zrefund	2016	3/31/2017	\$2,551.00	\$33.63
	Taxpayer's reason for refund: OP-Overpayment				
	Refund to ANISSA M COUVILLON				
6406 STEER TRL					
AUSTIN TX 78749-1241					
Step 4: Sign the form and return	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."				
	sign here > 			date > 5-10-17	
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.				
Step 5: Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved				
	Authorized officer 				
	sign here >			date > 5/28/17	
	Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code				
	sign here >			date >	

Collecting Office Name Brazos County Tax Office 4151 County Park Court Bryan Texas 77802		Collecting tax for: (taxing units) Brazos County, City of Bryan, City of College Station Bryan ISD, College Station ISD, F1, F2, F3, F4, City of Kurten																										
Phone Number 979-775-9930																												
To apply for a tax refund, the taxpayer must complete the following:																												
Step 1: Owner's name and address	MARIOLA DIANE HINDS SMITH 215 COUNTY RD 3255 QUITMAN TX 75783-5281																											
Step 2: Describe the property	Legal: PALOMINO.2H 88774086 HALCON OPERATI/WILDCAT-AB Address: Acct.# 391832 or Tax Receipt #																											
Step 3: Give the tax payment Information	<table border="1"> <thead> <tr> <th>Name of Taxing unit</th> <th>Tax Year</th> <th>Date of</th> <th>Amount</th> <th>Refund amt</th> </tr> <tr> <th></th> <th>of refund</th> <th>Payment</th> <th>Paid</th> <th>Requested</th> </tr> </thead> <tbody> <tr> <td>Zrefund</td> <td>2015</td> <td>2/27/2016</td> <td>\$13.22</td> <td>\$7.00</td> </tr> <tr> <td colspan="5">Taxpayer's reason for refund: OP-Overpayment</td> </tr> <tr> <td colspan="5">Refund to: LEE SMITH 215 CR 3255 QUITMAN TX 75783</td> </tr> </tbody> </table>			Name of Taxing unit	Tax Year	Date of	Amount	Refund amt		of refund	Payment	Paid	Requested	Zrefund	2015	2/27/2016	\$13.22	\$7.00	Taxpayer's reason for refund: OP-Overpayment					Refund to: LEE SMITH 215 CR 3255 QUITMAN TX 75783				
Name of Taxing unit	Tax Year	Date of	Amount	Refund amt																								
	of refund	Payment	Paid	Requested																								
Zrefund	2015	2/27/2016	\$13.22	\$7.00																								
Taxpayer's reason for refund: OP-Overpayment																												
Refund to: LEE SMITH 215 CR 3255 QUITMAN TX 75783																												
Step 4: Sign the form and Return	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct." sign here > <i>Mariola Diane Hinds Smith</i> date > 5/9/2017 If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.																											
Step 5: Tax refund determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved Authorized officer <i>[Signature]</i> sign here > <i>[Signature]</i> date > 5/23/17 Authorized officer of taxing unit for refund applications over amount required under Section 31.11 Tax Code sign here > date >																											



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Budget Office NUMBER:
DATE OF COURT MEETING: 5/23/2017
ITEM: Budget Amendments FY 16/17 34.1 - 34.4
TO: Commissioners Court
FROM: Irene Jett
DATE: 05/17/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00
SOURCE OF FUNDS: Individual budget amendments specifies sources.
ACTION REQUESTED OR ALTERNATIVES: Request approval.

ATTACHMENTS:

File Name

[34 Coversheet.pdf](#)

[34.1.pdf](#)

[34.2.pdf](#)

[34.3.pdf](#)

[34.4.pdf](#)

Description

34 Coversheet

34.1 85th Distirct Court

34.2 IT

34.3 County Auditor

34.4 IT

Type

Cover Memo

Backup Material

Backup Material

Backup Material

Backup Material

BRAZOS COUNTY, TEXAS**BUDGET AMENDMENT(S) FOR THE 2016-2017 BUDGET YEAR****NO. 16/17 34.1 – 34.4**

On this the 23rd day of May 2017 at a regular meeting of the Commissioners' Court, the following members were present:

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

The following proceedings were held:

THAT WHEREAS, on 23rd day of May 2017 the Court heard and approved a budget amendment for the 2016-2017 budget year for Brazos County, Texas; and

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

ADOPTED AND APPROVED this the 23rd day of May 2017.

THE COMMISSIONERS COURT OF BRAZOS COUNTY, TEXAS.

By: _____



Duane Peters, County Judge

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

BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 16/17 - 34.1
5/23/2017

FUND	DEPARTMENT	DIVISION	CATEGORY DESCRIPTION	Increase	Decrease
General Fund	85th District Court		Departmental Support		302.00
General Fund	85th District Court		Salary Wages	247.00	
General Fund	85th District Court		Benefits	55.00	
85th District Court					

Reallocation of funds to the appropriate accounts to cover for a sub court reporter on May 15, 2017.

Date:

nm
5/17/2017

Department Approval

Date _____

County Judge Approval

Date _____

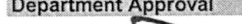
For Accounting Purposes Only						
FUND	DIV	ACCT	DR/CR	ACCOUNT NAME	Increase	Decrease
0100	22000100	61900000	CR	Visiting - Court Reporters		302.00
0100	22000100	51630000	DR	Hourly - Staff	247.00	
0100	22000100	53100000	DR	Social Security	19.00	
0100	22000100	53200000	DR	Retirement	35.00	
0100	22000100	53800000	DR	Workers Comp	1.00	

**BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 16/17 - 34.2
5/23/2017**

FUND	DEPARTMENT	DIVISION	CATEGORY DESCRIPTION		Increase	Decrease
General Fund	Information Technology		Minor Acquisitions			130.00
General Fund	Information Technology		Departmental Support		130.00	
Information Technology						

Reallocation of funds to the appropriate accounts to purchase a telephone for the additional personnel position that was approved in Commissioners' Court on May 2, 2017.

Date: 5/17/2017

Department Approval	Date
	5/23/17
County Judge Approval	Date

[illegible]

5/23/2017

County Auditor

Date:

nm

Date _____

Date _____

5/23/17

[illegible]

**BRAZOS COUNTY, TEXAS
BUDGET AMENDMENTS
No. 16/17 - 34.4
5/23/2017**

FUND	DEPARTMENT	DIVISION	CATEGORY DESCRIPTION	Increase	Decrease
General Fund	Commissioners Court	Contingency	Departmental Support		1,432.85
General Fund	Information Technology		Departmental Support	1,432.85	
Commissioners Court and Information Technology					

Reallocation of funds to the appropriate accounts to purchase software and cabling for the additional personnel position that was approved in Commissioners' Court on May 2, 2017.

Date: nnm
5/17/2017

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

County Judge Approval	Date
-----------------------	------

[illegible]



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT: Human Resources NUMBER:
DATE OF COURT MEETING: 5/23/2017
ITEM: Personnel Action Forms
TO: Commissioners Court
DATE: 05/18/2017
FISCAL IMPACT: False
BUDGETED: False
DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[PAF_05-23-17.doc](#)

Description

Cover Sheet

Type

Cover Memo

19

**PERSONNEL
CHANGE OF STATUS REQUESTS**

Commissioner Court Date: May 23, 2017
 Department Submitting Information: Human Resources
 Purpose of Submissions: Consider and Take Action on Change Requests

Department Submitting Request(s)	Employee Request Applies To	Action Requested
District Attorney – CPS	Griffin, Robert C.	Separation
Exposition Complex	Cook, Jacob R.	Separation
	Olson, Daniel R.	Employment
	Tanet, Marilyn J.	Separation
Facilities Services – Landscaping	Parra, Fernando	Employment
Juvenile Services – Detention	Schoppe, Kimberly D.	Separation
Tax Office	French, Connie M.	Change of Status
	Golson, Patricia	Change of Status
	Johnson, Linda F.	Change of Status
	Leonard, Melissa A.	Change of Status
	Oglesby, Stacie R.	Change of Status
	Oliver, Michele	Change of Status
	Rodriguez, Maria	Change of Status
Treasurer's Office	Westbrook, Roger	Change of Status
	Crenshaw, Ashley C.	Change of Status
	Glidewell, Lana K.	Change of Status
	Gonzalez, Melissa	Change of Status
	Seale, Allan B.	Change of Status

Approved in Commissioners' Court: May 23, 2017 :

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

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a series of loops and a final horizontal stroke.



BRAZOS COUNTY
BRYAN, TEXAS

CLAIMS

COMMISSIONERS COURT MEETING: **May 23, 2017**

CLAIM TO BE PAID BY BRAZOS COUNTY:

CLAIM # **7155816** *Thru* CLAIM # **7155998**

The Court voted unanimously to approve these Claims as submitted.

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

Duane Peters
County Judge

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

Karen McQueen
County Clerk

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



**BRAZOS COUNTY
BRYAN, TEXAS**

DEPARTMENT:

NUMBER:

CC2017-Ack RB Maint
Expenditure Report FY17, Jan1 -
Mar 31

DATE OF COURT MEETING: 5/23/2017

ITEM: Acknowledgement of Road and Bridge Maintenance Expenditures Report (FY17) from
01/01/2017 through 3/31/2017.

TO: Commissioners Court

DATE: 05/18/2017

FISCAL IMPACT: False

BUDGETED: False

DOLLAR AMOUNT: \$0.00

ATTACHMENTS:

File Name

[Maintenance_Report_Format_FY17-
Jan_thru_Mar.pdf](#)

Description

Report

Type

Backup Material

**BRAZOS COUNTY
COMMISSIONERS' COURT
ACTION FORM**

DEPARTMENT Road and Bridge

DEPT. NUMBER 56001000


DATE OF COURT MEETING: May 23, 2017

ITEM: Acknowledgement of Road and Bridge Maintenance Expenditures Report (FY17) from 1/01/2017 through 3/31/2017.

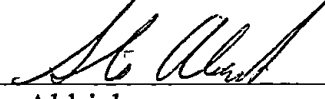
SOURCE OF FUNDS: N/A

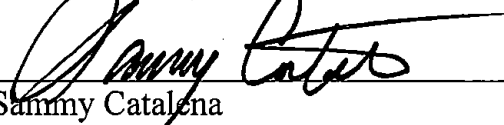
NOTES/REQUIREMENTS:

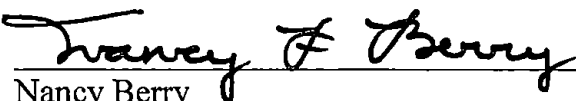
SUBMITTED BY:



R. Alan Munger, P.E.
County Engineer

ACKNOWLEDGED BY:


Steve Aldrich
Commissioner, Precinct 1

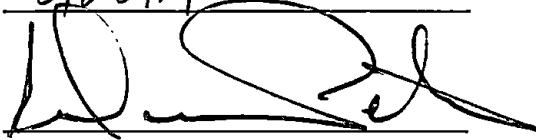

Sammy Catalena
Commissioner, Precinct 2


Nancy Berry
Commissioner, Precinct 3


Irma Cauley
Commissioner, Precinct 4

This Request is [☒ APPROVED / DENIED [] by Commissioners' Court

Date: 5/23/17


E. Duane Peters, County Judge

**Brazos County Road & Bridge
Maintenance Report
JAN-MAR
FY 17**

updated 5/17/17

Item 1 - Pavement Maintenance

Grading - Gravel Road Maintenance (including spreading gravel)
Patching/Level Up
Shoulder Up
Striping/Pavement Markers
Dust Control
Fog Seal
Crack Seal (incl Contract)
Seal Coat (Maintenance Seals - Incl Contract)
Sub Total Item 1

Precinct 1 = 130.545 Centerline Miles				Precinct 2 = 249.746 Centerline Miles				Precinct 4 = 96.835 Centerline Miles			
Labor	Material	Equipment		Labor	Material	Equipment		Labor	Material	Equipment	
\$ 3,133.91	\$ 2,362.36	\$ 6,243.30		\$ 23,169.71	\$ 61,137.28	\$ 41,152.34		\$ 3,479.87	\$ 2,699.52	\$ 5,856.98	
\$ 9,871.27	\$ 9,301.00	\$ 8,734.09		\$ 51,667.08	\$ 86,436.00	\$ 39,224.06		\$ 13,255.71	\$ 21,944.00	\$ 7,390.19	
\$ 3,975.61	\$ 10,094.40	\$ 2,688.09		\$ 1,210.94	\$ 2,576.00	\$ 1,043.02		\$ 3,666.64	\$ 16,704.00	\$ 3,867.21	
\$ -	\$ -	\$ -		\$ -	\$ 1,743.00	\$ -		\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
\$ 9,376.50	\$ -	\$ -		\$ 23,406.00	\$ -	\$ -		\$ 6,110.00	\$ -	\$ -	
\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
\$ 26,357.29	\$ 21,757.76	\$ 17,665.48		\$ 99,453.73	\$ 151,892.28	\$ 81,419.42		\$ 26,512.22	\$ 41,347.52	\$ 17,114.38	

\$ 149,235.27
\$ 247,823.40
\$ 45,825.91
\$ 1,743.00
\$ -
\$ -
\$ 38,892.50
\$ 483,520.08

Item 2 - Roadway Drainage

Culvert Installation
Ditch Work
Erosion Control
SWPPP - (including contract)
Bridge Maintenance - Channel
Bridge Maintenance - Structural
SubTotal Item 2

Labor	Material	Equipment		Labor	Material	Equipment		Labor	Material	Equipment	
\$ 17,311.61	\$ 24,774.67	\$ 23,974.35		\$ 15,512.02	\$ 27,296.66	\$ 18,841.84		\$ 4,160.37	\$ 11,052.10	\$ 6,462.93	
\$ 2,894.18	\$ -	\$ 3,917.72		\$ 6,057.14	\$ 1,300.64	\$ 9,824.84		\$ 1,927.93	\$ 217.84	\$ 2,703.76	
\$ 2,366.49	\$ 4,177.84	\$ 2,216.02		\$ 389.75	\$ 1,165.04	\$ 654.26		\$ 55.66	\$ -	\$ 35.35	
\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
\$ 22,572.28	\$ 28,952.51	\$ 30,108.09		\$ 21,958.91	\$ 29,762.34	\$ 29,320.94		\$ 6,143.96	\$ 11,269.94	\$ 9,202.04	

\$ 149,386.55
\$ 28,844.05
\$ 11,060.41
\$ -
\$ -
\$ -
\$ 189,291.01

Item 3 - ROW Maintenance

Mowing (incl Contract)
Dead Tree Removal (incl Contract)
Brush Removal
Herbicide Application
Signs
Mailbox Installs
Guardrail Repair
SubTotal Item 3

Labor	Material	Equipment		Labor	Material	Equipment		Labor	Material	Equipment	
\$ 11,125.95	\$ -	\$ 538.65		\$ 20,893.56	\$ -	\$ 335.16		\$ 8,884.86	\$ -	\$ 262.26	
\$ -	\$ -	\$ -		\$ 4,035.27	\$ -	\$ 1,940.81		\$ 989.04	\$ -	\$ 562.41	
\$ 6,024.97	\$ -	\$ 1,718.86		\$ 4,178.82	\$ -	\$ 720.20		\$ 24,940.86	\$ -	\$ 19,605.29	
\$ 1,912.88	\$ 88.29	\$ 1,487.47		\$ 5,054.25	\$ 155.18	\$ 3,868.67		\$ 2,585.03	\$ 67.14	\$ 1,705.76	
\$ 7,888.70	\$ -	\$ 2,115.34		\$ 13,846.19	\$ -	\$ 6,192.13		\$ 1,796.57	\$ -	\$ 713.63	
\$ 214.76	\$ -	\$ 23.94		\$ 2,583.40	\$ -	\$ 1,285.57		\$ 1,918.16	\$ -	\$ 1,020.61	
\$ 12,969.98	\$ 320.00	\$ 3,791.70		\$ 7,414.34	\$ -	\$ 1,142.18		\$ -	\$ -	\$ -	
\$ 40,137.24	\$ 408.29	\$ 9,675.96		\$ 58,005.83	\$ 155.18	\$ 15,484.72		\$ 41,114.52	\$ 67.14	\$ 23,869.96	

\$ 42,040.44
\$ 7,527.53
\$ 57,189.00
\$ 16,924.67
\$ 32,552.56
\$ 7,046.44
\$ 25,638.20
\$ 188,918.84

Item 4 - Other

Equipment Hauling
Receive Materials
Burning Brush
Dead Animals
Load Trucks
Training
Sand Bridges
Flood Response - Barricades
Subtotal Item 4

Labor	Material	Equipment		Labor	Material	Equipment		Labor	Material	Equipment	
\$ 1,013.36	\$ -	\$ 1,435.48		\$ 1,796.08	\$ -	\$ 3,137.25		\$ 339.50	\$ -	\$ 456.30	
\$ 1,159.20	\$ -	\$ 840.35		\$ 11,550.41	\$ -	\$ 5,790.93		\$ -	\$ -	\$ -	
\$ 1,710.80	\$ -	\$ 81.58		\$ 1,296.85	\$ -	\$ 205.43		\$ 2,473.77	\$ -	\$ 134.32	
\$ 385.87	\$ -	\$ -		\$ 355.71	\$ -	\$ 409.26		\$ -	\$ -	\$ -	
\$ 254.24	\$ -	\$ 172.12		\$ 3,510.44	\$ -	\$ 4,593.62		\$ 433.22	\$ -	\$ 402.96	
\$ -	\$ -	\$ -		\$ 114.05	\$ -	\$ 20.42		\$ -	\$ -	\$ -	
\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
\$ 207.01	\$ -	\$ -		\$ 1,281.99	\$ -	\$ 263.34		\$ -	\$ -	\$ -	
\$ 4,730.48	\$ -	\$ 2,529.53		\$ 19,905.53	\$ -	\$ 14,420.25		\$ 3,245.49	\$ -	\$ 993.58	

\$ 8,177.97
\$ 19,340.89
\$ 5,902.75
\$ 1,150.84
\$ 9,366.60
\$ 134.47
\$ -
\$ 1,752.34
\$ 45,825.86

Total

\$ 93,797.29	\$ 51,118.56	\$ 59,979.06		\$ 199,324.00	\$ 181,809.80	\$ 140,645.33		\$ 77,017.19	\$ 52,684.60	\$ 51,179.96	
PCT 1 GRAND TOTAL	\$ 204,894.91			PCT 2 GRAND TOTAL	\$ 523,779.13			PCT 4 GRAND TOTAL	\$ 180,881.75		
PCT 1 COST PER MILE	\$ 1,569.53			PCT 2 COST PER MILE	\$ 2,089.24			PCT 4 COST PER MILE	\$ 1,867.94		