MINUTES

WALLER COUNTY COMMISSIONERS COURT
REGULAR SESSION
WEDNESDAY – APRIL 2, 2025

BE IT REMEMBERED that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 2nd day of April 2025 at its meeting place at the Waller County Joe Kuciemba Annex, Hempstead, Texas.

CALL TO ORDER

The meeting was called to order by Waller County Judge Trey Duhon at 9:05 a.m. with the following members of the Court present to-wit:

Carbett "Trey" J. Duhon III, County Judge
John A. Amsler, Commissioner Precinct 1
Walter Smith, Commissioner Precinct 2
Kendric D. Jones, Commissioner Precinct 3
Justin Beckendorff, Commissioner Precinct 4
Debbie Hollan, County Clerk

Delivery of Invocation by: Commissioner Amsler
Pledge to the American Flag and Texas Flag led by: Commissioner Beckendorff

Commissioner Jones made motion to approve agenda, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon	*– Yes*	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
		Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

PUBLIC COMMENT

1. Ross McCall, County Engineer – recognize National Autism Day

CONSENT AGENDA

Items identified within the Consent Agenda are of a routine nature and will be passed with one vote without being discussed separately. If a member of the court or public requests that a particular item be discussed, that agenda item will be pulled from the Consent Agenda and discussed as part of the regular agenda at the appropriate time. One vote will approve the remaining items on the Consent Agenda.

2. Approval of Minutes – March 19, 2025 Regular Session
3. Request by County Treasurer for Approval of Payroll Disbursements.
4. Request by County Auditor to Approve and/or Ratify 2025 Budget Adjustments and Departmental Line-Item Transfers. *(no backup submitted)*

5. ~~Request by County Engineer to approve the Amending of Plat No. 3, for Houston Oaks Section 6 in Precinct 2~~. **Item WITHDRAWN.**

Requests to approve payments on the following:

6. $500.00 for Invoice dated February 22, 2025 to Clay's Mortuary & Cremation from line item 125-423-540705 [Transport to Morgue].

7. $1,175.00 for Invoice dated March 13, 2025 to Schmidt Funeral Home from line item 125-423-540705 [Transport to Morgue].

8. $1,295.00 for Invoice dated February 18, 2025 to Magnolia Funeral Home from line item 125-423-540705 [Transport to Morgue].

9. $75,000.00 for Invoice #2611 to Waller County Economic Development from line item 125-411-547200 [Economic Development].

10. $23,780.00 for Invoice #H30913 to Dailey Electric, Inc. to be paid from line item 125-442-544700 [Repair & Replacement].

11. $1,832.00 for Invoice #BXHS34152259 to BOXX Modular to be paid from line item 605-605-545405 [Professional Services].

12. Request by County Auditor to Approve and/or Ratify Accounts Payable.

Motion to approve Consent Agenda with item #5 removed made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

Advanced to Agenda Items #14-15

14. Approve Proclamations recognizing Frederick V. Roberts, Jeremiah Thomas, Christian Rowland, and Dr. Brian Rowland, and declaring today, April 2, 2025 Boy Scouts of America Troop 1906 Day, in Waller County.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.
(Judge Duhon read Proclamations)
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

15. Approve Resolution recognizing April 13-19, 2025 as Public Safety Telecommunicators Week in Waller County.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.
(Judge Duhon read Resolution)
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

Proceeded with Agenda Item #13

PROCLAMATION

13. Approve Proclamation recognizing April as Child Abuse Awareness and Prevention Month in Waller County.

    Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.
    (Judge Duhon read Proclamation)
    Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

14. *Court addressed Agenda Item #14 earlier in the meeting. (page 2)*

RESOLUTION

15. *Court addressed Agenda Item #15 earlier in the meeting. (page 2)*

PRESENTATION

16. **Presentation** by Heather Stautmeister with Family Ties. *No action required.*

17. Approve Agreement with Family Ties and payment of $15,000.00 as allocated in the 2025 Budget. Funds to be paid from line item 125-411-547311 [Family Ties].

    Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
    Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

ECONOMIC DEVELOPMENT

18. Approve the Tax Abatement Agreement between Waller County, Texas, and Urban Twinwood, LP. Urban Twinwood, LP owns the land and the property that is subject to the tax abatement agreement, and is the applicant for the tax abatement agreement. The property is located at 2706 Twinwood Business Drive East, Brookshire, Texas in the Waller County Twinwood Business Park Reinvestment Zone 12, commonly referred to as Twinwood Commerce Center, and is generally located south of Twinwood Parkway, west of Woods Road, east of FM 359, and north of the Waller and Fort Bend County line. Urban Twinwood, LP will improve the land by building an approximately 43,000 square foot commercial facility at an estimated cost of approximately $3,000,000.00.

    Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
    Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

19. Approve the Tax Abatement Agreement between Waller County, Texas, and Urban Twinwood, LP. Urban Twinwood, LP owns the land and the property that is subject to the tax abatement agreement, and is the applicant for the tax abatement agreement. The property is located at 2392 Discovery Hills Parkway, Brookshire, Texas in the Waller County Twinwood Business Park Reinvestment Zone 12, commonly referred to as Twinwood Commerce Center, and is generally located south of Twinwood Parkway, west of Woods Road, east of FM 359, and north of the Waller and Fort Bend County line. Urban Twinwood, LP will improve the land by building an approximately 46,000 square foot commercial facility at an estimated cost of approximately $3,000,000.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

COUNTY ENGINEER

20. **Public Hearing:** Replat of West Magnolia Forest Subdivision, Section 1 Lot 51. The revision will be to partition Lot 51 into 3 Lots. These newly configured Lots would consist of Lot 51-A (13.668 acres), Lot 51-B (3.000 acres) and Lot 51-C (3.000 acres) by Danny Rhea Moore, Shelly Lynn Sharp, Lemm and Gail Holliday.

    Public Hearing began at 10:26 a.m.
    1. Gail Holliday 2. Danny Moore 3. Shelly Sharp 4. Jeanie Forehand
    Public Hearing ended at 10:54 a.m.

21. **Public Hearing:** on the adoption of proposed amendments to the Waller County 911 Addressing Regulations.

    Public Hearing began at 10:54 a.m.
    No public comments received.
    Public Hearing ended at 11:01 a.m.

22. Adopt the Waller County 911 Addressing Regulations as amended.

    Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
    Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

23. Approve payment of $102,071.72 for Invoice #202505529 to LJA Engineering, Inc. for Professional Services rendered February 1, 2025 through February 28, 2025 (8th Invoice). Funds to be paid from line item 605-605-545405 [Prof. Services].

    Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
    Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

Commissioner Smith stepped away from meeting.

24. Approve order to vacate, abandon, and close the portion of Diemer Road known as "Old Diemer Road" as part of the County's Diemer Road realignment project, and authorize the County Judge to execute same.

    Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Commissioner Smith returned to meeting.

Motion carried by 4-0 vote with 1 Abstained.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Abstained*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

Court revisits and takes additional action on Agenda Item #24 after Executive Session. (page 9)

25. Approve amendment to Maple Woods Development Agreement.

    Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
    Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

26. Approve Jasek Farms Development Agreement.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

27. Approve agreement for professional engineering services with EHRA Engineering, for a total contract amount not to exceed ~~$3,222,477.70~~ **$3,253,082.70** for the Bartlett Road Mobility Bond Project in Precinct 4. Funds to be paid from line item 605-605-545405 [Mobility Professional Services].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

28. Approve agreement for professional engineering services with RG Miller Engineers, Inc., for a total contract amount not to exceed $1,006,946.00 for the Neuman Road Mobility Bond Project in Precinct 4. Funds to be paid from line item 605-605-545405 [Mobility-Professional Services].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

29. Approve agreement for professional engineering services with Kimley Horn & Associates, Inc., for a total contract amount not to exceed $982,857.69 for the Double Culvert Road Mobility Bond Project in Precinct 1. Funds to be paid from line item 605-605-545405 [Mobility-Professional Services].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

30. Approve agreement for professional engineering services with Trilogy Engineering Services LLC, for a total contract amount not to exceed $728,384.25 for the Adams Flat Road Mobility Bond Project in Precinct 3. Funds to be paid from line item 605-605-545405 [Mobility-Professional Services].

Motion made by Commissioner Jones, seconded by Commissioner Bartlett.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

IT DEPARTMENT

31. Approve contract and payment of $1,897.00 to Atron Solutions for relocation and upgrade of Internet Services from the Tax Office to the New Courthouse. Funds to be paid from line item 125-411-542502 [Internet Services].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

GRANT MANAGER

32. Approve acceptance of $16,351.42 from the Texas Comptroller of Public Accounts pursuant to the 2025 Law Enforcement Officer Standards and Education (LEOSE) Fund Allocation-Sheriff's Office allocation.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

33. Approve acceptance of $1,657.85 from the Texas Comptroller of Public Accounts pursuant to the 2025 Law Enforcement Officer Standards and Education (LEOSE) Fund Allocation-Fire Marshal's Office allocation.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

34. Approve to authorize the County Judge to execute Amendment No.1 relative to GLO CDBG-MIT Contract No. 24-065-016-E173.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

35. Approve ratification of contract with C D Services, LLC dba General Site Services/GSS Dumpsters relative to services rendered for the March 29, 2025 HHW Collection Event. Payment of $750.00 to be paid from line item 326-527-540800 [Professional & Contracts].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

36. Approve ratification of contract amendments with Clean Earth Environmental Solutions, Inc. relative to services rendered for the March 29, 2025 and April 26, 2025 HHW Collection Events.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

37. Approve to authorize the County Grant Manager to submit to the Texas Department of Transportation a FY26 STEP Comprehensive Grant Program application.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

38. Approve to authorize the County Grant Manager to submit to the Texas Department of Transportation a FY26 STEP CMV Grant Program application.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

COUNTY JUDGE

39. Approve Official Bond and Oath for County Judge to serve as a Probate Judge.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

COMMISSIONER, PRECINCT 3

40. **Discussion** on adopting HWY 36A to be part of the Waller County Major Thoroughfare Plan. *No action required.*

Commissioner Jones stepped away from meeting.

TREASURER

41. Approve new take home vehicles in various departments.

Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.
Motion carried by 4-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Absent*	*Commissioner Beckendorff*	*– Yes*

MISCELLANEOUS

42. **Introduction** of Procurement Director, Jaime Kovar. *No action required.*

Commissioner Jones returned to meeting.

43. Approve payment of $10,000.00 to Colorado Valley Transit for services rendered in 2024. Funds to be paid from line item 125-411-547320 [Colorado Valley Transit] as allocated in the 2024 Budget.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

44. Approve 2025 Agreement between Colorado Valley Transit and Waller County and payment of $10,000.00 from line item 125-411-547320 [Colorado Valley Transit] as allocated in the 2025 Budget.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

45. Approve the interlocal agreement between Waller County and Region 8 Education Service Center concerning participation in The Interlocal Purchasing System (TIPS) Program, a cooperative purchasing service under Texas Government Code Chapter 791.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

46. Approve the re-appointment of Brian Cantrell as the Primary representative and Justin Beckendorff as the Alternate to the H-GAC Unified Area Coordination Committee.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

Advanced to Agenda Items #48-53

48. Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to the purchase, exchange, lease, or value of real properties would have a detrimental effect on the position of the County in negotiations with third persons.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

49. Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to contract negotiations for it would have a detrimental effect on the position of the County in negotiations with third persons.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

EXECUTIVE SESSION

50. Consultation with District Attorney related to advice about pending or contemplated litigation or a settlement offer.

51. Deliberate business and financial issues related to the purchase, exchange, lease or value of real properties pursuant to Government Code Sections 551.072 and 551.0725.

52. Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725.

Court convened to Executive Session at 12:48 p.m.
Court reconvened from Executive Session at 1:40 p.m.

Motion to reconsider Agenda Item #24 made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

24. Approve order to vacate, abandon, and close the portion of Diemer Road known as "Old Diemer Road" as part of the County's Diemer Road realignment project, and authorize the County Judge to execute same.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote.

Judge Trey Duhon – Yes	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

Court returned to Agenda Item #47

47. Approve amendment to purchase contract for the CSTS building to allow for additional time for previous owner to store vehicles for a limited amount of time.

Judge Duhon made a motion to approve an amendment to the purchase contract for CSTS building to allow for an additional two (2) weeks for previous owner to store vehicles for that time period, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon	*– Yes*	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
		Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

53. ~~Reconvene in Open Session to take any action necessary on matters discussed in Executive Session~~. **Item WITHDRAWN.**

ADJOURN MEETING

Motion to **adjourn** meeting by Commissioner Amsler, seconded by Commissioner Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon	*– Yes*	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
		Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

Meeting was **ADJOURNED** at 1:45 p.m.

I **ATTEST** that the above proceedings are the true and correct minutes taken in my capacity as Ex-Officio for the Commissioners' Court of Waller County.

Debbie Hollan

Debbie Hollan
Waller County Clerk

WALLER COUNTY, TEXAS · COMMISSIONERS COURT

APPROVED this the 16th day of April 2025.

Justin Beckendorff

Commissioner Justin Beckendorff
Presiding Judge

Public Comment Sign In Sheet
Commissioners Court
April 2, 2025 9:00 a.m.

3 Minute Limit

Name

1. Gail Holliday
2. Don Moore
3. Shelly Lynn Sharp LCMM
4. Jeanie Forehand
5. Heather Hardmeister
6.
7.
8.
9.
10.

Exhibit A

COUNTY COMMISSIONERS COURT PUBLIC PARTICIPATION FORM

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Gail Holliday

HOME ADDRESS:
26979 W. Brooks Rd. WALLER, TX 77484

HOME TELEPHONE:
936/372-9925

PLACE OF EMPLOYMENT:
Retired

EMPLOYMENT TELEPHONE:

Do you represent any particular group or organization?

If you do represent a group or organization, please state the name, address and telephone number of such group or organization.

Which agenda item (or items) do you wish to address?
Item 20

In general, are you for or against such agenda item (or items)?
against

Signature: gail Holliday

NOTE: This Public Participation Form must be presented to the County Clerk prior to beginning of the meeting at which the agenda item (or items) you wish to address are discussed before the Court.

Exhibit A

COUNTY COMMISSIONERS COURT PUBLIC PARTICIPATION FORM

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Shelly Lynn Sharp Lemm

HOME ADDRESS: P.O. Box 134 Montgomery, TX. 77356

HOME TELEPHONE: 830-460-0384

PLACE OF EMPLOYMENT: TNT WASTE

EMPLOYMENT TELEPHONE: 936-449-5896

Do you represent any particular group or organization?

If you do represent a group or organization, please state the name, address and telephone number of such group or organization.

Which agenda item (or items) do you wish to address? #20

In general, are you for or against such agenda item (or items)?

Against

Signature: [signature]

NOTE: This Public Participation Form must be presented to the County Clerk prior to beginning of the meeting at which the agenda item (or items) you wish to address are discussed before the Court.

Exhibit A

COUNTY COMMISSIONERS COURT PUBLIC PARTICIPATION FORM

Instructions: Fill out all appropriate blanks. Please print or write legibly.

NAME: Jeanie Forehand

HOME ADDRESS:
26985 W Brooks Rd. Waller, TX 77484

HOME TELEPHONE:
281-615-4462

PLACE OF EMPLOYMENT:
Family Ties

EMPLOYMENT TELEPHONE:
936-931-2299

Do you represent any particular group or organization?

If you do represent a group or organization, please state the name, address and telephone number of such group or organization.

Which agenda item (or items) do you wish to address?
20 Gail Holliday

In general, are you for or against such agenda item (or items)?
Against

Signature: Jeanie Forehand

NOTE: This Public Participation Form must be presented to the County Clerk prior to beginning of the meeting at which the agenda item (or items) you wish to address are discussed before the Court.

Waller County, TX

Detail Register
Payroll Summary

Packet: PYPKT04005 - 04/04/25 PR
Payroll Set: 01 - Waller County, TX

Pay Period: 03/16/2025 - 03/29/2025

Males Paid:	226
Females Paid:	176
Unknown Paid:	0
Total Employees:	402

Total Direct Deposits:	660,545.97
Total Check Amounts:	13,027.47

EARNINGS

Pay Code	Units	Pay Amount
Cell	0.00	425.00
Comp Time Taken	302.15	8,203.75
H	25,758.90	735,048.17
Hol	252.40	7,276.71
Inclement Weather	124.00	3,472.47
Leave W/O Pay	213.34	0.00
PT-H	573.50	12,059.89
PTO	3.00	61.17
Reimb	0.00	20.03
Sal	21.00	80,143.96
Sal - No UI Tax	3.00	1,550.00
Sal - Sup	1.00	7,304.89
Sal-Other	4.00	4,509.38
Sal-Supp SB22	0.00	8,099.33
Sick	929.55	27,109.76
STEP CMV	9.50	503.93
STEP Comp	22.00	1,217.30
Straight Time Taken	346.75	10,021.09
Task Force OT Hours	41.00	1,976.60
Travel	1.00	2,608.39
Vac	656.66	18,928.06
Total:	29,262.75	930,539.88

BENEFITS

Pay Code	Units	Pay Amount
Comp Earned	429.04	0.00
GTL Taxable Benefit	0.00	1,129.20
Straight Earned	122.00	0.00
Vehicle Taxable	236.00	624.00
Total:	787.04	1,753.20

TAXES

Code	Subject To	Employee	Employer
Fed W/H	821,956.56	68,256.94	0.00
FICA	891,551.39	55,276.20	55,276.20
Medicare	891,551.39	12,927.51	12,927.51
Unemployment	850,308.74	0.00	850.25
Total:		136,460.65	69,053.96

DEDUCTIONS

Code	Subject To	Employee	Employer
Ch 13 Wage Ded 1	0.00	588.46	0.00
Ch 13 Wage Ded 3	0.00	892.73	0.00
Child Support 1	0.00	5,132.83	0.00
Child Support 2	0.00	906.69	0.00
Child Support MI SDU	0.00	132.18	0.00
Child Support MS DHS	0.00	200.78	0.00
Dental CAF-125-685	0.00	74.85	124.00
Dental Ins After Tax	0.00	124.75	372.00
Dental-CAF	0.00	3,443.10	10,354.00
Dental-Grant 228	0.00	0.00	31.00
Dental-Grant 318-578	0.00	24.95	31.00
Dental-Grant 318-592	0.00	0.00	31.00
Dental-SB22 325-516	0.00	49.90	155.00
FSA	0.00	4,310.00	0.00
Health CAF 125-685	0.00	338.92	4,756.08
Health Ins After Tax	0.00	888.10	13,569.80
Health-CAF	0.00	28,822.76	397,018.64
Health-Grant 228	0.00	37.54	1,061.28
Health-Grant 318-578	0.00	272.72	1,924.26
Health-Grant 318-592	0.00	37.54	1,061.28
Health-SB22 325-516	0.00	528.08	6,689.70
Ins Adj-Dental CAF	0.00	149.70	186.00
Ins Adj-Health CAF	0.00	1,727.44	8,784.28
Ins Adj-Life A/Tax	0.00	2.19	15.24
Ins Adj-Vision CAF	0.00	27.28	0.00
Ins Adj-VTL A/Tax	0.00	33.00	0.00
Life	0.00	159.50	927.10
Life-125-685	0.00	3.30	10.16
Life-Grant 228	0.00	0.00	2.54

DEDUCTIONS

Code	Subject To	Employee	Employer
Life-Grant 318-578	0.00	1.10	2.54
Life-Grant 318-592	0.00	0.00	2.54
Life-SB22 325-516	0.00	2.20	15.24
MASA	0.00	1,067.75	0.00
Ret-GTL	925,297.54	0.00	2,220.77
Retirement	925,297.54	64,770.83	102,245.38
Valic	0.00	4,824.00	0.00
Vision Ins After Tax	0.00	33.71	0.00
Vision-CAF	0.00	885.57	0.00
Vision-Grant 228	0.00	2.29	0.00
Vision-Grant 318-578	0.00	6.76	0.00
Vision-Grant 318-592	0.00	2.29	0.00
	Total:	120,505.79	551,590.83

RECAP 01 - Waller County, TX

Earnings:	930,539.88	Benefits:	1,753.20	Deductions:	120,505.79	Taxes:	136,460.65	Net Pay:	673,573.44

Waller County, TX

Payable Register

Payable Detail by Vendor Name

Packet: APPKT06905 - PYPKT04005 - 04/04/25 PR

Payable # / Payable Description	Payable Type / Bank Code	Post Date	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
Vendor: 17844 - DAVID G. PEAKE, TRUSTEE									**Vendor Total:**	**588.46**
INV0009248	Invoice	4/4/2025	4/4/2025	4/4/2025	4/4/2025	588.46	0.00	0.00	0.00	588.46
Chapter 13 Payment	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Chapter 13 Payment	N/A	0.00	0.00	588.46	0.00	0.00	0.00	588.46

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		588.46	0%

Vendor: 13586 - MEDICAL AIR SERVICES ASSOCIATION, INC.									**Vendor Total:**	**1,067.75**
INV0009278	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	1,067.75	0.00	0.00	0.00	1,067.75
Payroll Deduction	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction	N/A	0.00	0.00	1,067.75	0.00	0.00	0.00	1,067.75

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111450	MASA		1,067.75	0%

Vendor: 17861 - MICHIGAN STATE DISBURSEMENT UNIT									**Vendor Total:**	**132.18**
INV0009287	Invoice	4/4/2025	4/4/2025	4/4/2025	4/4/2025	132.18	0.00	0.00	0.00	132.18
Child Support Payment	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child Support Payment	N/A	0.00	0.00	132.18	0.00	0.00	0.00	132.18

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		132.18	0%

Vendor: 17845 - MISSISSIPPI DEPARTMENT OF HUMAN SERVICES									**Vendor Total:**	**200.78**
INV0009252	Invoice	4/4/2025	4/4/2025	4/4/2025	4/4/2025	200.78	0.00	0.00	0.00	200.78
Child Support Payment	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child Support Payment	N/A	0.00	0.00	200.78	0.00	0.00	0.00	200.78

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		200.78	0%

Vendor: 07548 - TAC HEBP									**Vendor Total:**	**484,804.22**
INV0009253	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	198.85	0.00	0.00	0.00	198.85
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	198.85	0.00	0.00	0.00	198.85

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		198.85	0%

INV0009254	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	496.75	0.00	0.00	0.00	496.75
BCBS invoice	APBNK - APBNK				No					

Payable Register **Packet: APPKT06905 - PYPKT04005 - 04/04/25 PR**

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	496.75	0.00	0.00	0.00	496.75

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		496.75	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009255	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	13,797.10	0.00	0.00	0.00	13,797.10
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	13,797.10	0.00	0.00	0.00	13,797.10

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		13,797.10	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009256	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	31.00	0.00	0.00	0.00	31.00
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	31.00	0.00	0.00	0.00	31.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		31.00	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009257	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	55.95	0.00	0.00	0.00	55.95
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	55.95	0.00	0.00	0.00	55.95

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		55.95	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009258	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	31.00	0.00	0.00	0.00	31.00
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	31.00	0.00	0.00	0.00	31.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		31.00	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009259	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	204.90	0.00	0.00	0.00	204.90
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	204.90	0.00	0.00	0.00	204.90

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		204.90	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009260	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	5,095.00	0.00	0.00	0.00	5,095.00
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	5,095.00	0.00	0.00	0.00	5,095.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		5,095.00	0%

Payable Register **Packet: APPKT06905 - PYPKT04005 - 04/04/25 PR**

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0009261	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	14,457.90	0.00	0.00	0.00	14,457.90
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	14,457.90	0.00	0.00	0.00	14,457.90

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		14,457.90	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009262	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	425,841.40	0.00	0.00	0.00	425,841.40
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	425,841.40	0.00	0.00	0.00	425,841.40

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		425,841.40	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009263	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	1,098.82	0.00	0.00	0.00	1,098.82
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	1,098.82	0.00	0.00	0.00	1,098.82

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		1,098.82	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009264	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	2,196.98	0.00	0.00	0.00	2,196.98
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	2,196.98	0.00	0.00	0.00	2,196.98

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		2,196.98	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009265	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	1,098.82	0.00	0.00	0.00	1,098.82
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	1,098.82	0.00	0.00	0.00	1,098.82

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		1,098.82	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009266	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	7,217.78	0.00	0.00	0.00	7,217.78
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	7,217.78	0.00	0.00	0.00	7,217.78

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		7,217.78	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009267	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	335.70	0.00	0.00	0.00	335.70
BCBS invoice	APBNK - APBNK				No					

Payable Register **Packet: APPKT06905 - PYPKT04005 - 04/04/25 PR**

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	335.70	0.00	0.00	0.00	335.70

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		335.70	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009268	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	10,511.72	0.00	0.00	0.00	10,511.72
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	10,511.72	0.00	0.00	0.00	10,511.72

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		10,511.72	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009269	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	17.43	0.00	0.00	0.00	17.43
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	17.43	0.00	0.00	0.00	17.43

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		17.43	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009270	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	27.28	0.00	0.00	0.00	27.28
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	27.28	0.00	0.00	0.00	27.28

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		27.28	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009271	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	33.00	0.00	0.00	0.00	33.00
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	33.00	0.00	0.00	0.00	33.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		33.00	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009272	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	1,086.60	0.00	0.00	0.00	1,086.60
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	1,086.60	0.00	0.00	0.00	1,086.60

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		1,086.60	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009273	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	13.46	0.00	0.00	0.00	13.46
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	13.46	0.00	0.00	0.00	13.46

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		13.46	0%

Payable Register **Packet: APPKT06905 - PYPKT04005 - 04/04/25 PR**

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0009274	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	2.54	0.00	0.00	0.00	2.54
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	2.54	0.00	0.00	0.00	2.54

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		2.54	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0009275	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	3.64	0.00	0.00	0.00	3.64
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	3.64	0.00	0.00	0.00	3.64

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		3.64	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0009276	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	2.54	0.00	0.00	0.00	2.54
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	2.54	0.00	0.00	0.00	2.54

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		2.54	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0009277	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	17.44	0.00	0.00	0.00	17.44
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	17.44	0.00	0.00	0.00	17.44

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		17.44	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0009282	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	33.71	0.00	0.00	0.00	33.71
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	33.71	0.00	0.00	0.00	33.71

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		33.71	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0009283	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	885.57	0.00	0.00	0.00	885.57
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	885.57	0.00	0.00	0.00	885.57

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		885.57	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0009284	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	2.29	0.00	0.00	0.00	2.29
BCBS Invoice	APBNK - APBNK				No					

Payable Register **Packet: APPKT06905 - PYPKT04005 - 04/04/25 PR**

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	2.29	0.00	0.00	0.00	2.29

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		2.29	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009285	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	6.76	0.00	0.00	0.00	6.76
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	6.76	0.00	0.00	0.00	6.76

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		6.76	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009286	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	2.29	0.00	0.00	0.00	2.29
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	2.29	0.00	0.00	0.00	2.29

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		2.29	0%

Vendor: 07551 - TEXAS ASSOCIATION OF COUNTIES **Vendor Total: 850.25**

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009291	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	850.25	0.00	0.00	0.00	850.25
Quarterly unemployment	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Quarterly unemployment	N/A	0.00	0.00	850.25	0.00	0.00	0.00	850.25

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-200-112900	Accounts Payable		850.25	0%

Vendor: 21207 - TIFFANY D. CASTRO, CHAPTER 13 TRUSTEE **Vendor Total: 892.73**

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0009249	Invoice	4/4/2025	4/4/2025	4/4/2025	4/4/2025	892.73	0.00	0.00	0.00	892.73
Chapter 13 Payment	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Chapter 13 Payment	N/A	0.00	0.00	892.73	0.00	0.00	0.00	892.73

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		892.73	0%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	36	488,536.37	0.00	0.00	0.00	488,536.37	0.00	488,536.37
	Grand Total:	**488,536.37**	**0.00**	**0.00**	**0.00**	**488,536.37**	**0.00**	**488,536.37**

Account Summary

Account	Name		Amount
999-200-112900	Accounts Payable		850.25
999-203-111200	Medical Insurance		16,165.01
999-203-111301	Medical Insurance/Cafeteria		468,639.21
999-203-111450	MASA		1,067.75
999-203-111500	Wage Garnishment		1,814.15
		Total:	**488,536.37**

Waller County, TX

Payable Register

Payable Detail by Vendor Name

Packet: APPKT06906 - PYPKT04005 - 04/04/25 PR

Payable # / Payable Description	Payable Type / Bank Code	Post Date	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
Vendor: 01555 - INTERNAL REVENUE SERVICE									**Vendor Total:**	**204,664.36**
INV0009288	Invoice	4/4/2025	4/4/2025	4/4/2025	4/4/2025	25,855.02	0.00	0.00	0.00	25,855.02
941 Medicare Withholdings	APBNK - APBNK				No	**Payment Date:** 4/4/2025			**Bank Draft:**	DFT0004357

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Medicare Withholdings	N/A	0.00	0.00	25,855.02	0.00	0.00	0.00	25,855.02

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110100	FICA Payable		25,855.02	0%

INV0009289	Invoice	4/4/2025	4/4/2025	4/4/2025	4/4/2025	110,552.40	0.00	0.00	0.00	110,552.40
941 Social Security Withhelds	APBNK - APBNK				No	**Payment Date:** 4/4/2025			**Bank Draft:**	DFT0004358

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Social Security Withhelds	N/A	0.00	0.00	110,552.40	0.00	0.00	0.00	110,552.40

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110100	FICA Payable		110,552.40	0%

INV0009290	Invoice	4/4/2025	4/4/2025	4/4/2025	4/4/2025	68,256.94	0.00	0.00	0.00	68,256.94
941 Federal Withholding	APBNK - APBNK				No	**Payment Date:** 4/4/2025			**Bank Draft:**	DFT0004359

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Federal Withholding	N/A	0.00	0.00	68,256.94	0.00	0.00	0.00	68,256.94

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110200	FIT Payable		68,256.94	0%

Vendor: 07740 - TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM									**Vendor Total:**	**169,236.98**
INV0009279	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	2,220.77	0.00	0.00	0.00	2,220.77
Payroll Deduction/Contributions	APBNK - APBNK				No	**Payment Date:** 4/30/2025			**Bank Draft:**	DFT0004354

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction/Contributions	N/A	0.00	0.00	2,220.77	0.00	0.00	0.00	2,220.77

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111401	Retirement TCDRS		2,220.77	0%

INV0009280	Invoice	4/4/2025	4/4/2025	4/30/2025	4/4/2025	167,016.21	0.00	0.00	0.00	167,016.21
Payroll Deduction/Contributions	APBNK - APBNK				No	**Payment Date:** 4/30/2025			**Bank Draft:**	DFT0004355

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction/Contributions	N/A	0.00	0.00	167,016.21	0.00	0.00	0.00	167,016.21

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111401	Retirement TCDRS		167,016.21	0%

Vendor: 01484 - TEXAS STATE DISBURSEMENT UNIT									**Vendor Total:**	**6,039.52**
INV0009250	Invoice	4/4/2025	4/4/2025	4/4/2025	4/4/2025	5,132.83	0.00	0.00	0.00	5,132.83
Child support - Payroll Deduction	APBNK - APBNK				No	**Payment Date:** 4/4/2025			**Bank Draft:**	DFT0004352

Payable Register **Packet: APPKT06906 - PYPKT04005 - 04/04/25 PR**

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child support - Payroll Deduction	N/A	0.00	0.00	5,132.83	0.00	0.00	0.00	5,132.83

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		5,132.83	0%

INV0009251	Invoice	4/4/2025	4/4/2025	4/4/2025	4/4/2025	906.69	0.00	0.00	0.00	906.69
Child Support - Payroll Deduction	APBNK - APBNK				No	Payment Date: 4/4/2025			Bank Draft:	DFT0004353

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child Support - Payroll Deduction	N/A	0.00	0.00	906.69	0.00	0.00	0.00	906.69

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		906.69	0%

Vendor: 08160 - VARIABLE ANNUITY LIFE INS. **Vendor Total: 4,824.00**

INV0009281	Invoice	4/4/2025	4/4/2025	4/4/2025	4/4/2025	4,824.00	0.00	0.00	0.00	4,824.00
Payroll Deductions	APBNK - APBNK				No	Payment Date: 4/4/2025			Bank Draft:	DFT0004356

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deductions	N/A	0.00	0.00	4,824.00	0.00	0.00	0.00	4,824.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-112000	VALIC		4,824.00	0%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	8	384,764.86	0.00	0.00	0.00	384,764.86	384,764.86	0.00
	Grand Total:	**384,764.86**	**0.00**	**0.00**	**0.00**	**384,764.86**	**384,764.86**	**0.00**

Account Summary

Account	Name		Amount
999-203-110100	FICA Payable		136,407.42
999-203-110200	FIT Payable		68,256.94
999-203-111401	Retirement TCDRS		169,236.98
999-203-111500	Wage Garnishment		6,039.52
999-203-112000	VALIC		4,824.00
		Total:	**384,764.86**

Passed away on 22 Feb 2025
Statement Date 1 Mar 2025
Owner: Errol Clay, (281) 252-9929
3923 Fifth St., Brookshire, Texas 77423

The prices are effective as of October 3, 2024
(Prices are subject to change without notice.)

The goods and services shown below are those we can provide to our customers. You may choose only those items you desire. However, any funeral arrangement you select will include a charge for our basic service and overhead. If legal or other requirements mean you must buy any items you did not specifically ask for, we will explain the reason in writing on the statement we provide describing the funeral goods and services you selected.

Dearly Beloved Families of Clay's Mortuary & Cremations:
As your committed partners, comfort ministers and professional funeral servants, our company is respectfully dedicated to those we serve. That's why we are here to assist you in successfully conducting the funeral services that your family desires and deserves. Our services are available to you 24 hours a day. Thank you, for the opportunity to serve your family.
This list does not include prices for certain items that you wish that we purchase for you, such as cemetery or special crematory services, flowers, certified death certificates, newspaper notices, etc. The price for these items will be shown on your itemized statement on the funeral bill. We reserve the right to charge you for our services in buying these items for you.

PROFESSIONAL SERVICES

Waller County Transport Order to ME	$500.00
Transport date 02/22/25	
TOTAL SERVICE ITEMS:	$500.00

MERCHANDISE

As of April 20, 2016
(Prices are subject to change without notice.)

In most areas of the country, state or local law does not require that you buy a container to surround the casket in the grave. However, many cemeteries require that you have such a container so that the grave will not sink in. Either a grave liner or a burial vault will satisfy these requirements.

TOTAL MERCHANDISE ITEMS: $0.00

Registration # 021732
Joan Sargent Waller Co. Treasurer
Deputy JG Date 3-14-25

CASH ADVANCES

TOTAL CASH ADVANCE ITEMS: $0.00

Total Service Items	$500.00
Total Merchandise Items	$0.00
Total Cash Advance Items	$0.00
	$500.00
Tax	$0.00
TOTAL	**$500.00**

Payments

Remaining Balance **$500.00**

PAYMENT POLICY
Payment must be secured 24 HOURS before first viewing of remains.
1. For your convenience the above mentioned methods of payment are available to you.
2. There is a $35.00 charge on any return check.
Insurance policies will only be accepted under these conditions:
a) Policy is beyond the two year and one day contestable period.
b) Policy is received by our mortuary at least two days before the funeral to verify the policy status.
c) When using assignable insurance, Clay's Mortuary & Cremations uses the services of an insurance processing company to quickly process insurance claims and makes funds available to Clay's Mortuary & Cremations. There is a 5% insurance processing fee for the funeral service bill.
3. Advance payment from forwarding remains or receiving remains from a funeral home.

Method of Payment
WE WILL ACCEPT THE FOLLOWING FORMS OF PAYMENT
Payment for goods and services is expected prior to the services rendered, unless other arrangements have been made prior to need. For your convenience we accept cash, cashier's checks, money orders, checks, credit card (Visa, MasterCard, Discover, or American Express), a verifiable irrevocable insurance assignment or financing through a financial institution.

The Texas Funeral Service Commission regulates and licenses funeral establishments and funeral directors. This agency is responsible for the funeral home facilities, at-need arrangements, funeral services, and funeral director behavior. Complaints must be in writing and sent to:

Texas Funeral Service Commission
1801 Congress Avenue, Suite 11.800
Austin, Texas 78701
Toll Free: (888) 667-4881

Schmidt Funeral Home

819 Waller Avenue, P.O. Box 248, Brookshire, TX 77423 - 281-934-2424
12029 Hwy. 36 South, P.O. Box 610, Bellville, TX 77418 - 979-865-2424

INVOICE
March 13, 2025

Bill To:
Waller County Treasurer
836 Austin Street, #316
Hempstead, TX 77445

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1			- Two Person First Call				475.00
1			Disaster Pouch				200.00
1			Transported to Ft. Bend Co. ME				500.00
						Balance Due	$ 1175.00

Thank You,

Donna Schmidt Fricke
Schmidt Funeral Home
Brookshire, TX

Registration # 021745
Joan Sargent Waller Co. Treasurer
Deputy JG Date 3-17-25

Magnolia Funeral Home, Inc.
811 S. Magnolia
Magnolia, TX 77355
281-356-3363
INVOICE

February 18, 2025

Waller County
836 Austin St., Ste. 316
Hempstead, TX 77445

Regarding: Deceased

Removal of deceased from location of death in Waller County, Texas in a heavy duty disaster body bag and transported to Fort Bend County Medical Examiner's Office for Autopsy as ordered by Judge J.R. Woolley.

Amount Due: $1,295

Please remit to the address shown above.

Cordially,

Glenn Addison

Glenn Addison, owner

Registration # 021068
Joan Sargent Waller Co. Treasurer
Deputy JG Date 2-24-25

Invoice

Waller County Economic Dev.
519 9th St Suite A.
Hempstead, TX 77445

Bill To
Waller County 425 FM 1488 Hempstead, TX 77445

Date	Invoice No.	P.O. Number	Terms	Project
03/04/25	2611	contract	Net 15	

Item	Description	Quantity	Rate	Amount
County Contract payment	2025 Contract - 2nd Qtr Pymt		75,000.00	75,000.00
			Subtotal	$75,000.00
			Sales Tax	$0.00
			Total	**$75,000.00**

021368
JG 3-5-25

Item 10.

DAILEY ELECTRIC, INC.

P.O. BOX 10109 COLLEGE STATION, TX 77842 979-694-4044

INVOICE NO H30913

[redacted] 1/15/2025

[redacted] On Rcpt

SOLD TO WALLER COUNTY
836 AUSTIN ST
HEMPSTEAD, TX 77445

[redacted]

WALLER COUNTY SHERIFF OFFICE
100 SHERIFF R. GLENN SMITH DR
HEMPSTEAD, TEXAS 77445

	1	GROUND TESTING FOR ALL THREE BUILDINGS	23,780.00	23,780.00*

TOTAL AMOUNT **23,780.00**

We accept Visa, MasterCard, Discover &
American Express on invoices under $5,000.00

THANK YOU FOR YOUR BUSINESS

License No: TECL17826-Regulated by The Department of Licensing and Regulation, P.O. Box 12157, Austin, Tx 78711, 1-800-803-9202, 512-463-6599 Website: www.tdlr.texas.gov

BOXX Modular Inc.
6811 Gant Road
Houston, TX
77066
USA
Tel: 281-213-8232 Fax: 281-213-8233

INVOICE **ORIGINAL**

Number **BXHS 34152259**
Date: 04/01/2025
Terms: NET 30
Due Date: 05/01/2025
Project: BIAH1664

Invoice To:
County of Waller
425 FM 1488 Suite 106
Hempstead TX 77445
USA

Registration # 021901
Joan Sargent Waller Co. Treasurer
Deputy JG Date 3-24-25

Contact: Danny Rothe
Ref:

Serial No.	Description	Qty	From	To	Rate/Price	Total
	Personal Property Fee	1	Apr 01,2025	Apr 30,2025	$92.00	$92.00
	ADA Straight Ramp	1	Apr 01,2025	Apr 30,2025	$500.00	$500.00
OSW125619BR01659 OSW-01659	12x56 Mobile Unit w/RR OSW-01659	1	Apr 01,2025	Apr 30,2025	$1,150.00	$1,150.00
	Window Security Bars	1	Apr 01,2025	Apr 30,2025	$45.00	$45.00
	Stairs	1	Apr 01,2025	Apr 30,2025	$45.00	$45.00

Location: 775 Business 290 East
Hempstead TX 77445
USA

Remarks: (Project Code consolidation)
Project Code: BIAH1664 Based On Deliveries
34144239.

Subtotal	**$1,832.00**
Total Tax	$0.00
Total	**$1,832.00**
Applied amount	**$0.00**
Amount Due	**$1,832.00**

If you have any questions or concerns regarding this document please contact

Name: Maria Sinjari
Phone:
Fax:
Email: msinjari@blackdiamondgroup.com

APPROVED
DANNY ROTHE
WC/DF/CM
3/21/2025

Please make check payable to: Boxx Modular Inc - Receivables
PO Box 675103
Dallas, TX 75267-5103
USA
Or Send EFT remittances to accounting@boxxmodular.com

Commissioner's Court Date: 04-02-2025

It is ORDERED by this Court motion by Commissioner Jones, duly seconded by Commissioner Beckendorff that the following Accounts Payable be and the same are hereby **RATIFIED** with warrants to be issued accordingly, with all members present voting in favor and 0 members present voting opposed.

Attest:

Debbie Hollan, County Clerk Date: April 2, 2025

Approved:

Alan Younts, County Auditor

Commissioners' Court Approval:

John A. Amsler
Commissioner, Precinct 1

Walter E. Smith
Commissioner, Precinct 2

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

Carbett "Trey" J. Duhon
County Judge

Waller County, TX

Check Register

Packet: APPKT06886 - RATIFIED CHECK 04-02-25

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
21730	W KODIE DIEPRAAM LLC	03/21/2025	Regular	0.00	10,832.00	1150398

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**
FEBRUARY 2025	Invoice	03/21/2025	CONTRACT ATTY CCAL # 2 / FEBRUARY 20	0.00	5,416.00
125-422-541000		Attorney Ad Litem & Misc		CONTRACT ATTY CCAL # 2	5,416.00
JANUARY 2025	Invoice	03/21/2025	CONTRACT ATTY CCAL # 2 / JANUARY 202	0.00	5,416.00
125-422-541000		Attorney Ad Litem & Misc		CONTRACT ATTY CCAL # 2	5,416.00

20581	WILLIAMS SCOTSMAN, INC	03/21/2025	Regular	0.00	4,748.70	1150399

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**
9022455818	Invoice	11/20/2024	604/21899/CUST#10548567/RENTAL CCA	0.00	4,748.70
604-604-581837		Swing Space		604/21899/CUST#105485	4,748.70

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	3	2	0.00	15,580.70
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	3	**2**	**0.00**	**15,580.70**

Fund Summary

Fund	Name	Period	Amount
998	POOLED CASH	3/2025	15,580.70
			15,580.70

Waller County, TX

Check Register

Packet: APPKT06887 - RATIFIED CHECK COMM CRT 04-02-2025

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
03721	CITY OF HEMPSTEAD	03/25/2025	Regular	0.00	4,254.00	1150400

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
031824	Invoice	03/18/2025	125/21824/ANNEX GENERATOR PROJECT	0.00	4,254.00
125-442-544400		Facility Renovations		125/21824/ANNEX GENER	4,254.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
21493	DANA SAFETY SUPPLY, INC	03/25/2025	Regular	0.00	138,472.96	1150401

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
939776	Invoice	11/29/2024	125/20921/CUST#WALLERCSO/CC 06.26.	0.00	25,016.61
125-600-581400		Vehicle		125/20921/CUST#WALLER	25,016.61
939779	Invoice	11/29/2024	125/20919/CUST#WALLERCSO/CC 06.26.	0.00	90,765.08
125-600-581400		Vehicle		125/20919/CUST#WALLER	90,765.08
950691	Invoice	06/12/2024	125/20920/CUST#WALLERCSO/CC 06.26.	0.00	22,691.27
125-600-581400		Vehicle		125/20920/CUST#WALLER	22,691.27

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
06600	SAN BERNARD ELECTRIC CO-OP	03/25/2025	Regular	0.00	15,928.47	1150402

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
LE202515	Invoice	02/11/2025	125/20816/WORK ORDER#24-12-103/M	0.00	15,928.47
125-600-581620		Justice Center Modular B		125/20816/WORK ORDER	15,928.47

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	5	3	0.00	158,655.43
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	5	**3**	**0.00**	**158,655.43**

Fund Summary

Fund	Name	Period	Amount
998	POOLED CASH	3/2025	158,655.43
			158,655.43

Check Register

Waller County, TX

Packet: APPKT06891 - RATIFIED GLO CONTRACT# 20-066-011-C074

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: 238-GLO Buyout/Acquistion Grant Acct						
14666	GRANTWORKS	03/27/2025	Regular	0.00	13,913.06	23815

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**
INVOICE # 4	Invoice	12/31/2024	238/21017/CONTRACT # 20-066-011-C07	0.00	13,913.06
238-588-560215	Administration		238/21017/CONTRACT # 2		13,913.06

Bank Code 238 Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	13,913.06
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	**1**	**0.00**	**13,913.06**

Fund Summary

Fund	Name	Period	Amount
238	Harvey Buyout Grant	3/2025	13,913.06
			13,913.06

Commissioner's Court Date: 04/02/2025

It is ORDERED by this Court motion by Commissioner Jones, duly seconded by Commissioner Beckendorff that the following Accounts Payable be and the same are hereby **APPROVED** with warrants to be issued accordingly, with all members present voting in favor and -0- members present voting opposed.

Attest:

Debbie Hollan, County Clerk Date: April 2, 2025

Approved:

Alan Younts, County Auditor

Commissioners' Court Approval:

John A. Amsler
Commissioner, Precinct 1

Walter E. Smith
Commissioner, Precinct 2

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

Carbett "Trey" J. Duhon
County Judge

Waller County, TX

Check Register

Packet: APPKT06900 - COMM CRT - 04/02/2025

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
20630	5M LEGACY PROPERTIES LLC	04/02/2025	Regular	0.00	3,575.00	1150407

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**
APRIL 2025	Invoice	03/18/2025	125/21817/APRIL 2025 MONTHLY RENT/D	0.00	3,575.00
125-416-581900		Building Rental		125/21817/APRIL 2025 M	3,575.00

16657	A T & T MOBILITY LLC	04/02/2025	Regular	0.00	2,942.48	1150408

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**
WAO012025	Invoice	02/04/2025	125/21528/ACCT #500552137/SO/PO 470	0.00	2,942.48
125-516-581816		Air Card/Wireless		125/21528/ACCT #500552	2,942.48

18703	A&A GRAPHICS SUPPLY INC.	04/02/2025	Regular	0.00	400.00	1150409

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**
219894	Invoice	02/18/2025	110/21516/CUST #WALLER COUNTY/R&B	0.00	400.00
110-530-587411		Sign & Striping Materials		110/21516/CUST #WALLE	400.00

19343	AGUILAR, ALFONSO	04/02/2025	Regular	0.00	800.00	1150410

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**
070	Invoice	03/11/2025	125/21551/INTERPRETER/FEBRUARY/JP #	0.00	800.00
125-422-566505		Interpreter Services		125/21551/INTERPRETER/	800.00

14800	ALPHA GRAPHICS	04/02/2025	Regular	0.00	151.50	1150411

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**
68935	Invoice	03/18/2025	125/21823/INV #68935/DA/PO 47024	0.00	151.50
125-416-530200		Supplies and Stationary		125/21823/INV #68935/D	151.50

11652	ALSCO	04/02/2025	Regular	0.00	58.38	1150412

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**
LCEN1378158	Invoice	03/05/2025	110/21626/CUST #0326860/R&B/PO 469	0.00	58.38
110-530-568455		Fleet Operations		110/21626/CUST #032686	58.38

20583	ALSCO, INC.	04/02/2025	Regular	0.00	320.28	1150413

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**
IHOU795393	Invoice	03/11/2025	110/21850/CUST #0095629/R&B/PO 471	0.00	320.28
110-530-547522		Health, Safety & Hazard		110/21850/CUST #009562	320.28

20334	AMAZON CAPITAL SERVICES	04/02/2025	Regular	0.00	104.56	1150414

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**
11VG-9GM4-746	Invoice	03/17/2025	125/21861/ACCT #A42VKFZNJQOH6/TAX/	0.00	48.32
125-438-530200		Supplies and Stationary		125/21861/ACCT #A42VKF	48.32
1P77-CR4M-KJKD	Invoice	03/11/2025	125/21734/ACCT #ALLYEEZF7YWDP/BUIL	0.00	56.24
125-442-544700		Repair & Replacement		125/21734/ACCT #ALLYEEZ	56.24

19819	AMERICAN FIRE SYSTEMS, INC	04/02/2025	Regular	0.00	395.00	1150415

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
10010748	Invoice	01/31/2025	125/21539/JOB #38632217/BUILD MAINT	0.00	395.00	
125-442-545400		Contract Labor		125/21539/JOB #3863221	395.00	
T.14590	AMERICAN PATRIOT INDUSTRIES, IN	04/02/2025	Regular	0.00	3,519.29	1150416
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
26757	Invoice	03/03/2025	125/21535/INV #26757/BUILD MAINT/PO	0.00	2,407.69	
125-442-530100		Supplies		125/21535/INV #26757/B	2,407.69	
26758	Invoice	03/10/2025	125/21536/INV #26758/BUILD MAINT/PO	0.00	1,111.60	
125-442-530100		Supplies		125/21536/INV #26758/B	1,111.60	
18964	ANGELO, VALERIE	04/02/2025	Regular	0.00	37.30	1150417
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
031825	Invoice	03/18/2025	318/21874/REIM ONLINE CPR CERTIFICAT	0.00	12.95	
318-592-545300		Travel & Training		318/21874/REIM ONLINE	12.95	
031925	Invoice	03/19/2025	125/21932/REIM GUN RANGE MEMBERS	0.00	24.35	
125-507-568400		Miscellaneous		125/21932/REIM GUN RA	24.35	
19630	ANTHONY, DELISHIA	04/02/2025	Regular	0.00	659.27	1150418
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
031925	Invoice	03/19/2025	318/21928/WOMEN IN CRIMINAL JUSTIC	0.00	618.69	
318-592-545300		Travel & Training		318/21928/WOMEN IN CR	618.69	
031925-1	Invoice	03/19/2025	125/21931/REIM GUN RANGE MEMBERS	0.00	40.58	
125-507-568400		Miscellaneous		125/21931/REIM GUN RA	40.58	
T.8502	APPEL FORD MERCURY	04/02/2025	Regular	0.00	3,062.16	1150419
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
173156	Invoice	02/20/2025	125/21537/REPAIRS/UNIT #132/LAW ENF	0.00	1,327.91	
125-518-536400		Parts and Repairs		125/21537/REPAIRS/UNIT	1,327.91	
173252	Invoice	03/03/2025	125/21538/REPAIRS/UNIT #126/LAW ENF	0.00	1,327.91	
125-518-536400		Parts and Repairs		125/21538/REPAIRS/UNIT	1,327.91	
173318	Invoice	03/10/2025	125/21730/CUST #WALL77/LAW ENF/PO	0.00	406.34	
125-518-536400		Parts and Repairs		125/21730/CUST #WALL77	406.34	
17694	ARROWHEAD SCIENTIFIC INC.	04/02/2025	Regular	0.00	109.78	1150420
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
177559	Invoice	01/21/2025	125/22060/INV #177559/SO/PO 45775	0.00	109.78	
125-516-563351		Crime Scene & Evidence		125/22060/INV #177559/S	109.78	
10919	ASCO EQUIPMENT	04/02/2025	Regular	0.00	250.36	1150421
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
PSO578915-1	Invoice	03/06/2025	110/21646/CUST #BP0032649/R&B/PO 4	0.00	250.36	
110-530-568455		Fleet Operations		110/21646/CUST #BP0032	250.36	
17661	ATRON SOLUTIONS, LLC	04/02/2025	Regular	0.00	12,857.16	1150422
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
49642	Invoice	03/15/2025	125/21774/CUST #2481/COURTHOUSE D	0.00	12,857.16	
125-411-542502		Internet Service		125/21774/CUST #2481/C	12,857.16	
13199	BILL'S TIRE COMPANY	04/02/2025	Regular	0.00	913.50	1150423

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
29329	Invoice	02/19/2025	125/21680/OIL CHANGE/UNIT #299/LAW	0.00	90.00	
125-518-536400	Parts and Repairs		125/21680/OIL CHANGE/U	90.00		
71803	Invoice	02/20/2025	125/21682/TIRES/UNIT #113/LAW ENF/P	0.00	72.00	
125-518-536400	Parts and Repairs		125/21682/TIRES/UNIT #1	72.00		
71839	Invoice	02/24/2025	125/21584/TIRE MOUNT/UNIT #200/LAW	0.00	136.00	
125-518-536400	Parts and Repairs		125/21584/TIRE MOUNT/	136.00		
71913	Invoice	02/28/2025	125/21681/TIRES/UNIT #FM007/LAW ENF	0.00	68.00	
125-518-536400	Parts and Repairs		125/21681/TIRES/UNIT #F	68.00		
72065	Invoice	03/10/2025	125/21892/TIRES/UNIT #157/LAW ENF/P	0.00	68.00	
125-518-536400	Parts and Repairs		125/21892/TIRES/UNIT #1	68.00		
72089	Invoice	03/11/2025	125/21683/SENSOR & TIRE/UNIT #132/LA	0.00	87.00	
125-518-536400	Parts and Repairs		125/21683/SENSOR & TIR	87.00		
72098	Invoice	03/12/2025	125/21898/SENSOR STEM/UNIT #299/LA	0.00	24.50	
125-518-536400	Parts and Repairs		125/21898/SENSOR STEM	24.50		
72099	Invoice	03/12/2025	125/21893/FLAT REPAIR/UNIT #167/LAW	0.00	25.00	
125-518-536400	Parts and Repairs		125/21893/FLAT REPAIR/U	25.00		
72133	Invoice	03/13/2025	125/21896/FLAT REPAIR/UNIT #299/LAW	0.00	19.50	
125-518-536400	Parts and Repairs		125/21896/FLAT REPAIR/U	19.50		
72149	Invoice	03/14/2025	125/21895/TIRES/UNIT #141/LAW ENF/P	0.00	236.00	
125-518-536400	Parts and Repairs		125/21895/TIRES/UNIT #1	236.00		
72169	Invoice	03/17/2025	125/21897/FLAT REPAIR/UNIT #282/LAW	0.00	19.50	
125-518-536400	Parts and Repairs		125/21897/FLAT REPAIR/U	19.50		
72190	Invoice	03/18/2025	125/21894/TIRES/UNIT #127/LAW ENF/P	0.00	68.00	
125-518-536400	Parts and Repairs		125/21894/TIRES/UNIT #1	68.00		
01306	BLUEBONNET HERB FARMS	04/02/2025	Regular	0.00	475.00	1150424
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
000835	Invoice	03/17/2025	125/21771/INV #000835/BUILD MAINT/P	0.00	475.00	
125-442-545400	Contract Labor		125/21771/INV #000835/	475.00		
21413	BOXX MODULAR, INC	04/02/2025	Regular	0.00	1,832.00	1150425
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
BXHS 34151820	Invoice	03/01/2025	605/21094/PROJECT# BIAH1664/CC 03.05	0.00	1,832.00	
605-605-545405	Professional Services		605/21094/PROJECT# BIA	1,832.00		
21280	BRADY INDUSTRIES OF TEXAS LLC	04/02/2025	Regular	0.00	673.35	1150426
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
9854714	Invoice	03/12/2025	125/21722/CUST #379801/SO JAIL/PO 47	0.00	514.30	
125-505-563800	Groceries		125/21722/CUST #379801	514.30		
9862179	Invoice	03/13/2025	125/21879/CUST #379801/SO JAIL/PO 47	0.00	159.05	
125-505-564300	Disinfectant and Soap		125/21879/CUST #379801	159.05		
01280	BROOKSHIRE HARDWARE	04/02/2025	Regular	0.00	68.97	1150427
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
D234502	Invoice	02/26/2025	110/21294/ACCT #146/R&B/PO 47221	0.00	68.97	
110-530-568455	Fleet Operations		110/21294/ACCT #146/R&	68.97		
01779	C & G WHOLESALE	04/02/2025	Regular	0.00	2,083.88	1150428

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
23120	Invoice	02/25/2025	125/21842/CUST #W79334/SO/PO 47182	0.00	44.94	
125-516-563900		Uniforms		125/21842/CUST #W7933	44.94	
23131	Invoice	02/27/2025	125/21847/CUST #W79334/SO JAIL//PO 4	0.00	433.74	
125-505-563900		Uniforms		125/21847/CUST #W7933	433.74	
23132	Invoice	02/27/2025	125/21848/CUST #W79334/SO//PO 4718	0.00	119.94	
125-516-563900		Uniforms		125/21848/CUST #W7933	119.94	
23133	Invoice	02/27/2025	125/21849/CUST #W79334/SO//PO 4718	0.00	68.00	
125-516-563900		Uniforms		125/21849/CUST #W7933	68.00	
23141	Invoice	03/05/2025	125/21843/CUST #W79334/SO/PO 47187	0.00	860.32	
125-505-563900		Uniforms		125/21843/CUST #W7933	860.32	
23142	Invoice	03/05/2025	125/21844/CUST #W79334/SO/PO 47188	0.00	420.00	
125-516-563900		Uniforms		125/21844/CUST #W7933	420.00	
23148	Invoice	03/11/2025	125/21845/CUST #W79334/SO/PO 47189	0.00	17.00	
125-516-563900		Uniforms		125/21845/CUST #W7933	17.00	
23149	Invoice	03/11/2025	125/21846/CUST #W79334/SO/PO 47190	0.00	119.94	
125-516-563900		Uniforms		125/21846/CUST #W7933	119.94	
16638	CANON FINANCIAL SERVICES. INC	04/02/2025	Regular	0.00	461.91	1150429
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
39096421	Invoice	03/12/2025	125/21834/CONTRACT #DIR-CPO-4437/C	0.00	461.91	
125-403-581813		Copier/Printer		125/21834/CONTRACT #DI	461.91	
01782	CASA FOR KIDS	04/02/2025	Regular	0.00	40.00	1150430
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
031925	Invoice	02/26/2025	125/21820/JUROR DONATIONS/02.26.25/	0.00	40.00	
125-415-566500		Petit Jurors		125/21820/JUROR DONATI	40.00	
17880	CAVEMAN ARMS, LLC	04/02/2025	Regular	0.00	360.00	1150431
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
030525-2	Invoice	03/05/2025	125/21515/AMMO/FM/PO 47240	0.00	360.00	
125-509-581800		Furniture & Equipment		125/21515/AMMO/FM/P	360.00	
13118	CHASTANG ENTERPRISES, INC.	04/02/2025	Regular	0.00	83,875.00	1150432
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
57586	Invoice	02/24/2025	241/21637/SERIAL #1227/R&B	0.00	83,875.00	
241-595-561209		ARP Miscellaneous		241/21637/SERIAL #1227/	83,875.00	
21015	CIMLINE	04/02/2025	Regular	0.00	131,035.00	1150433
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
35491	Invoice	03/11/2025	241/21830/CUST #C352020/R&B/C.C. 12.	0.00	131,035.00	
241-595-561209		ARP Miscellaneous		241/21830/CUST #C35202	131,035.00	
20385	CIRRO ENERGY	04/02/2025	Regular	0.00	38.70	1150434
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
403000625027	Invoice	03/13/2025	110/21729/ACCT #21 793 286-2/TRAFFIC	0.00	38.70	
110-524-542600		Utilities		110/21729/ACCT #21 793	38.70	
20455	COLLIER EQUINE VET SERVICES, PA	04/02/2025	Regular	0.00	545.00	1150435

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
130571	Invoice	02/25/2025	125/21656/INV #130571/ANIMAL CONTR	0.00	95.00	
125-515-545910		Animal Housing/Care		125/21656/INV #130571/	95.00	
130572	Invoice	02/25/2025	125/21657/INV #130572/ANIMAL CONTR	0.00	45.00	
125-515-545910		Animal Housing/Care		125/21657/INV #130572/	45.00	
130573	Invoice	02/25/2025	125/21650/INV #130573/ANIMAL CONTR	0.00	45.00	
125-515-545910		Animal Housing/Care		125/21650/INV #130573/	45.00	
130574	Invoice	02/25/2025	125/21651/INV #130574/ANIMAL CONTR	0.00	45.00	
125-515-545910		Animal Housing/Care		125/21651/INV #130574/	45.00	
130575	Invoice	02/25/2025	125/21652/INV #130575/ANIMAL CONTR	0.00	45.00	
125-515-545910		Animal Housing/Care		125/21652/INV #130575/	45.00	
130576	Invoice	02/25/2025	125/21653/INV #130576/ANIMAL CONTR	0.00	45.00	
125-515-545910		Animal Housing/Care		125/21653/INV #130576/	45.00	
130577	Invoice	02/25/2025	125/21654/INV #130577/ANIMAL CONTR	0.00	45.00	
125-515-545910		Animal Housing/Care		125/21654/INV #130577/	45.00	
130578	Invoice	02/25/2025	125/21655/INV #130578/ANIMAL CONTR	0.00	45.00	
125-515-545910		Animal Housing/Care		125/21655/INV #130578/	45.00	
130582	Invoice	02/25/2025	125/21658/INV #130582/ANIMAL CONTR	0.00	45.00	
125-515-545910		Animal Housing/Care		125/21658/INV #130582/	45.00	
130583	Invoice	02/25/2025	125/21659/INV #130583/ANIMAL CONTR	0.00	45.00	
125-515-545910		Animal Housing/Care		125/21659/INV #130583/	45.00	
130584	Invoice	02/25/2025	125/21660/INV #130584/ANIMAL CONTR	0.00	45.00	
125-515-545910		Animal Housing/Care		125/21660/INV #130584/	45.00	
15511	COP STOP	04/02/2025	Regular	0.00	1,297.25	1150436
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
22854	Invoice	03/13/2025	125/21840/INV #22854/SO/PO 47195	0.00	224.50	
125-516-563900		Uniforms		125/21840/INV #22854/S	224.50	
22855	Invoice	03/13/2025	125/21841/INV #22855/SO/PO 47194	0.00	1,072.75	
125-516-563900		Uniforms		125/21841/INV #22855/S	1,072.75	
14801	COURTYARD SAN MARCOS	04/02/2025	Regular	0.00	759.00	1150437
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
CONF #85403905	Invoice	03/19/2025	318/21925/BUDGET CONF/V. ANGELO/07	0.00	379.50	
318-592-545300		Travel & Training		318/21925/BUDGET CONF	379.50	
CONF #85419673	Invoice	03/19/2025	318/21926/BUDGET CONF/C. HARDY/07.2	0.00	379.50	
318-592-545300		Travel & Training		318/21926/BUDGET CONF	379.50	
19415	CYPRESS FLEET SERVICE	04/02/2025	Regular	0.00	425.00	1150438
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1406	Invoice	03/08/2025	125/21731/INV #1406/LAW ENF/PO 4708	0.00	425.00	
125-518-536400		Parts and Repairs		125/21731/INV #1406/LA	425.00	
17788	DARR EQUIPMENT CO OF HOUSTON	04/02/2025	Regular	0.00	172.75	1150439
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
PSO101186-2	Invoice	02/24/2025	110/21645/CUST #BP0009350/R&B/PO 4	0.00	172.75	
110-530-568455		Fleet Operations		110/21645/CUST #BP0009	172.75	
00484	DELL	04/02/2025	Regular	0.00	57,963.40	1150440

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
10805394122	Invoice	03/19/2025	125/21919/CUST #2432847/IT/PO 46880	0.00	57,963.40	
125-441-581700		Equipment		125/21919/CUST #243284	57,963.40	
12321	DEPARTMENT OF INFORMATION RE	04/02/2025	Regular	0.00	456.66	1150441
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
25020823N	Invoice	03/20/2025	125/21865/CUST #PH47000/SO/02.01 - 0	0.00	456.66	
125-411-542501		Telephone/Equip & Svc		125/21865/CUST #PH4700	456.66	
20339	DIRECT ENERGY BUSINESS LLC	04/02/2025	Regular	0.00	25.46	1150442
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
118 011 967 000	Invoice	12/08/2024	125/21813/ACCT #21 559 207-2/ANNEX L	0.00	25.46	
125-411-542600		Utilities		125/21813/ACCT #21 559	25.46	
17892	DIRECTV, LLC	04/02/2025	Regular	0.00	211.98	1150443
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
057401048X2503	Invoice	03/01/2025	125/21980/ACCT #057401048/SO/PO 473	0.00	211.98	
125-516-568400		Miscellaneous		125/21980/ACCT #057401	211.98	
21252	DYNAMIC MOTORS AUTO REPAIR LL	04/02/2025	Regular	0.00	18,231.23	1150444
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
16040	Invoice	03/04/2025	125/21703/REPAIRS/UNIT #124/LAW ENF	0.00	2,489.03	
125-518-536400		Parts and Repairs		125/21703/REPAIRS/UNIT	2,489.03	
16048	Invoice	02/25/2025	125/21684/REPAIRS/UNIT #315/LAW ENF	0.00	271.65	
125-518-536400		Parts and Repairs		125/21684/REPAIRS/UNIT	271.65	
16066	Invoice	02/24/2025	125/21688/REPAIRS/UNIT #207/LAW ENF	0.00	149.36	
125-518-536400		Parts and Repairs		125/21688/REPAIRS/UNIT	149.36	
16079	Invoice	02/25/2025	125/21707/REPAIRS/UNIT #157/LAW ENF	0.00	182.05	
125-518-536400		Parts and Repairs		125/21707/REPAIRS/UNIT	182.05	
16089	Invoice	03/05/2025	125/21687/REPAIRS/UNIT #C156/LAW EN	0.00	84.16	
125-518-536400		Parts and Repairs		125/21687/REPAIRS/UNIT	84.16	
16091	Invoice	02/26/2025	125/21706/REPAIRS/UNIT #165/LAW ENF	0.00	77.93	
125-518-536400		Parts and Repairs		125/21706/REPAIRS/UNIT	77.93	
16095	Invoice	02/26/2025	125/21708/REPAIRS/UNIT #130/LAW ENF	0.00	83.44	
125-518-536400		Parts and Repairs		125/21708/REPAIRS/UNIT	83.44	
16143	Invoice	02/28/2025	125/21705/REPAIRS/UNIT #168/LAW ENF	0.00	128.14	
125-518-536400		Parts and Repairs		125/21705/REPAIRS/UNIT	128.14	
16179	Invoice	03/03/2025	125/21704/REPAIRS/UNIT #171/LAW ENF	0.00	236.75	
125-518-536400		Parts and Repairs		125/21704/REPAIRS/UNIT	236.75	
16189	Invoice	03/07/2025	125/21695/REPAIRS/UNIT #314/LAW ENF	0.00	1,934.45	
125-518-536400		Parts and Repairs		125/21695/REPAIRS/UNIT	1,934.45	
16193	Invoice	03/05/2025	125/21701/REPAIRS/UNIT #161/LAW ENF	0.00	1,759.33	
125-518-536400		Parts and Repairs		125/21701/REPAIRS/UNIT	1,759.33	
16194	Invoice	03/13/2025	125/21910/REPAIRS/UNIT #130/LAW ENF	0.00	2,452.32	
125-518-536400		Parts and Repairs		125/21910/REPAIRS/UNIT	2,452.32	
16195	Invoice	03/05/2025	125/21702/REPAIRS/UNIT #317/LAW ENF	0.00	646.79	
125-518-536400		Parts and Repairs		125/21702/REPAIRS/UNIT	646.79	
16218	Invoice	03/11/2025	125/21694/REPAIRS/UNIT #127/LAW ENF	0.00	1,553.21	
125-518-536400		Parts and Repairs		125/21694/REPAIRS/UNIT	1,553.21	
16220	Invoice	03/05/2025	125/21700/REPAIRS/UNIT #214/LAW ENF	0.00	106.76	
125-518-536400		Parts and Repairs		125/21700/REPAIRS/UNIT	106.76	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
16233	Invoice	03/06/2025	125/21697/REPAIRS/UNIT #321/LAW ENF	0.00	329.02	
125-518-536400	Parts and Repairs		125/21697/REPAIRS/UNIT		329.02	
16236	Invoice	03/06/2025	125/21699/REPAIRS/UNIT #146/LAW ENF	0.00	590.07	
125-518-536400	Parts and Repairs		125/21699/REPAIRS/UNIT		590.07	
16237	Invoice	03/06/2025	125/21685/REPAIRS/UNIT #205/LAW ENF	0.00	106.76	
125-518-536400	Parts and Repairs		125/21685/REPAIRS/UNIT		106.76	
16238	Invoice	03/06/2025	125/21686/REPAIRS/UNIT #216/LAW ENF	0.00	102.68	
125-518-536400	Parts and Repairs		125/21686/REPAIRS/UNIT		102.68	
16250	Invoice	03/07/2025	125/21698/REPAIRS/UNIT #181/LAW ENF	0.00	81.12	
125-518-536400	Parts and Repairs		125/21698/REPAIRS/UNIT		81.12	
16261	Invoice	03/08/2025	125/21696/REPAIRS/UNIT #215/LAW ENF	0.00	106.76	
125-518-536400	Parts and Repairs		125/21696/REPAIRS/UNIT		106.76	
16273	Invoice	03/10/2025	125/21693/REPAIRS/UNIT #C165/LAW EN	0.00	155.55	
125-518-536400	Parts and Repairs		125/21693/REPAIRS/UNIT		155.55	
16274	Invoice	03/12/2025	125/21913/REPAIRS/UNIT #156/LAW ENF	0.00	1,754.34	
125-518-536400	Parts and Repairs		125/21913/REPAIRS/UNIT		1,754.34	
16285	Invoice	03/11/2025	125/21692/REPAIRS/UNIT #275/LAW ENF	0.00	85.69	
125-518-536400	Parts and Repairs		125/21692/REPAIRS/UNIT		85.69	
16298	Invoice	03/11/2025	125/21689/REPAIRS/UNIT #206/LAW ENF	0.00	106.76	
125-518-536400	Parts and Repairs		125/21689/REPAIRS/UNIT		106.76	
16299	Invoice	03/11/2025	125/21690/REPAIRS/UNIT #125/LAW ENF	0.00	98.11	
125-518-536400	Parts and Repairs		125/21690/REPAIRS/UNIT		98.11	
16300	Invoice	03/11/2025	125/21691/REPAIRS/UNIT #153/LAW ENF	0.00	106.76	
125-518-536400	Parts and Repairs		125/21691/REPAIRS/UNIT		106.76	
16328	Invoice	03/13/2025	125/21911/REPAIRS/UNIT #169/LAW ENF	0.00	242.61	
125-518-536400	Parts and Repairs		125/21911/REPAIRS/UNIT		242.61	
16371	Invoice	03/17/2025	125/21908/REPAIRS/UNIT #124/LAW ENF	0.00	84.21	
125-518-536400	Parts and Repairs		125/21908/REPAIRS/UNIT		84.21	
16380	Invoice	03/17/2025	125/21909/REPAIRS/UNIT #110/LAW ENF	0.00	399.67	
125-518-536400	Parts and Repairs		125/21909/REPAIRS/UNIT		399.67	
16388	Invoice	03/18/2025	125/21912/REPAIRS/UNIT #138/LAW ENF	0.00	212.82	
125-518-536400	Parts and Repairs		125/21912/REPAIRS/UNIT		212.82	
16389	Invoice	03/18/2025	125/21914/REPAIRS/UNIT #206/LAW ENF	0.00	41.84	
125-518-536400	Parts and Repairs		125/21914/REPAIRS/UNIT		41.84	
16390	Invoice	03/18/2025	125/21915/REPAIRS/UNIT #104/LAW ENF	0.00	1,317.18	
125-518-536400	Parts and Repairs		125/21915/REPAIRS/UNIT		1,317.18	
16396	Invoice	03/19/2025	125/21907/REPAIRS/UNIT #163/LAW ENF	0.00	153.91	
125-518-536400	Parts and Repairs		125/21907/REPAIRS/UNIT		153.91	
	Void	04/02/2025	Regular	0.00	0.00	1150445
21440	EAG FORD NAVASOTA	04/02/2025	Regular	0.00	30,959.64	1150446
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
35507	Invoice	01/23/2025	110/21855/REPAIRS/VIN #3300/R&B/PO	0.00	30,125.85	
110-530-568455		Fleet Operations		110/21855/REPAIRS/VIN #	30,125.85	
4631	Invoice	02/25/2025	110/21856/INV #4631/R&B/PO 47145	0.00	833.79	
110-530-568455		Fleet Operations		110/21856/INV #4631/R&	833.79	
T.8139	EDMONDS INSURANCE AGENCY	04/02/2025	Regular	0.00	471.00	1150447
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
031425 - CO JUD	Invoice	03/14/2025	125/21773/REF #LSM1871256/CO JUDGE	0.00	350.00	
125-440-560100		Bond Premiums		125/21773/REF #LSM1871	350.00	
031425 - LIBRARY	Invoice	03/14/2025	125/21772/REF #LSM0260767/LIB/PO 47	0.00	50.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
125-537-560100	Bond Premiums		125/21772/REF #LSM0260		50.00	
031825 Invoice		03/18/2025	125/21920/REF #LSM19232238/ENVIRON	0.00	71.00	
125-443-562320	Dues & Licenses		125/21920/REF #LSM1923		71.00	
21424	ENVIROTECH SERVICES, LLC	04/02/2025	Regular	0.00	2,140.00	1150448
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
CD202503558	Invoice	12/13/2024	110/21640/CUST #101262/R&B/PO 4483	0.00	2,140.00	
110-530-587505	Road Materials		110/21640/CUST #101262		2,140.00	
19802	FORD, RUSSELL	04/02/2025	Regular	0.00	908.56	1150449
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
030325-1	Invoice	03/03/2025	125/21556/SAN ANTONIO HEIFER SHOW/	0.00	908.56	
125-540-563000	Training & Conference Ex		125/21556/SAN ANTONIO		908.56	
20318	FORT BEND COUNTY	04/02/2025	Regular	0.00	5,200.00	1150450
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
1475	Invoice	03/03/2025	125/21542/AUTOPSY/CC 03.19.2025	0.00	5,200.00	
125-423-540702	Autopsy		125/21542/AUTOPSY/CC 0		5,200.00	
02028	FOURRIER FAMILY DENTISTRY	04/02/2025	Regular	0.00	622.00	1150451
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
031725	Invoice	03/17/2025	125/21944/CUST #7696/SO MEDICAL/PO	0.00	622.00	
125-525-546410	Medical Services/Jail		125/21944/CUST #7696/S		622.00	
18026	FRANK, MICHAEL	04/02/2025	Regular	0.00	40.49	1150452
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
031925	Invoice	03/19/2025	125/21934/REIM GUN RANGE MEMBERS	0.00	40.49	
125-507-568400	Miscellaneous		125/21934/REIM GUN RA		40.49	
08199	GRAINGER	04/02/2025	Regular	0.00	480.96	1150453
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
9411147961	Invoice	02/18/2025	125/21345/ACCT #839948247/BUILD MAI	0.00	480.96	
125-442-544700	Repair & Replacement		125/21345/ACCT #839948		480.96	
21693	GRAVES, AZHANE	04/02/2025	Regular	0.00	12.95	1150454
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
031825	Invoice	03/18/2025	318/21872/REIM ONLINE CPR CERTIFICAT	0.00	12.95	
318-592-545300	Travel & Training		318/21872/REIM ONLINE		12.95	
18035	GREAT SOUTHERN STABILIZED, LLC	04/02/2025	Regular	0.00	7,879.58	1150455
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
666770	Invoice	02/24/2025	110/21451/CUST #6464/R&B/PO 47216	0.00	564.22	
110-530-587505	Road Materials		110/21451/CUST #6464/R		564.22	
668334	Invoice	03/03/2025	110/21644/CUST #6464/R&B/PO 47057	0.00	2,225.87	
110-530-587505	Road Materials		110/21644/CUST #6464/R		2,225.87	
668384	Invoice	03/05/2025	110/21643/CUST #6464/R&B/PO 47058	0.00	1,168.17	
110-530-587505	Road Materials		110/21643/CUST #6464/R		1,168.17	
669846	Invoice	03/10/2025	110/21819/CUST #6464/R&B/PO 47213	0.00	553.77	
110-530-587505	Road Materials		110/21819/CUST #6464/R		553.77	
669926	Invoice	03/12/2025	110/21818/CUST #6464/R&B/PO 47212	0.00	3,367.55	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
110-530-587505	Road Materials		110/21818/CUST #6464/R		3,367.55	

13198 GRIMCO 04/02/2025 Regular 0.00 284.25 1150456

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
33534981-01	Invoice	12/23/2024	110/20319/CUST #10117612/R&B/PO 45	0.00	284.25
110-530-587525		911 Address Signs		110/20319/CUST #101176	284.25

T.13696 HALFF ASSOCIATES, INC 04/02/2025 Regular 0.00 4,300.34 1150457

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
10138326	Invoice	03/14/2025	110/21859/PROJECT #043476.003/R&B	0.00	4,300.34
110-250-115015		On-Call Engineering Revie		110/21859/PROJECT #043	4,300.34

01766 HARDY, CHARLESTON 04/02/2025 Regular 0.00 48.08 1150458

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
021225	Invoice	02/12/2025	125/21929/COUNTY CAR VEHICLE REG RE	0.00	7.50
125-506-568400		Miscellaneous		125/21929/COUNTY CAR	7.50
031925	Invoice	03/19/2025	125/21930/REIM GUN RANGE MEMBERS	0.00	40.58
125-507-568400		Miscellaneous		125/21930/REIM GUN RA	40.58

17807 HAYS COUNTY 04/02/2025 Regular 0.00 12,750.00 1150459

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
FEBRUARY 2025	Invoice	02/01/2025	125/21750/CUST #WALLER COUNTY/JUV	0.00	12,750.00
125-507-565000		Short Term Detention		125/21750/CUST #WALLE	12,750.00

21009 HEALING HEARTS PRESENTS REALIT 04/02/2025 Regular 0.00 8,675.00 1150460

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
13	Invoice	02/20/2025	318/21519/COUNSELING/JANUARY/JUV P	0.00	3,000.00
318-578-565015		Community Service Progr		318/21519/COUNSELING/J	3,000.00
14	Invoice	03/03/2025	318/21520/COUNSELING/FEBRUARY/JUV	0.00	5,675.00
318-578-565015		Community Service Progr		318/21520/COUNSELING/	5,675.00

17846 HENSLEY, DEAN 04/02/2025 Regular 0.00 51.72 1150461

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
031825	Invoice	03/18/2025	125/21827/REIM WALLER COUNTY AIRBO	0.00	51.72
125-509-581800		Furniture & Equipment		125/21827/REIM WALLER	51.72

21761 HOME2 SUITES BY HILTON 04/02/2025 Regular 0.00 365.70 1150462

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
CONF #87476179	Invoice	03/18/2025	318/21873/PACT 2 TRAINING/A. GRAVES/	0.00	365.70
318-592-545300		Travel & Training		318/21873/PACT 2 TRAINI	365.70

03897 HOMETOWN HARDWARE 04/02/2025 Regular 0.00 108.23 1150463

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
169322/2	Invoice	03/04/2025	125/21328/CUST #204/SO JAIL/PO 47276	0.00	72.77
125-505-544920		Building Maintenance/Jail		125/21328/CUST #204/SO	72.77
169360/2	Invoice	03/05/2025	110/21620/CUST #878/R&B/PO 46984	0.00	19.98
110-530-568455		Fleet Operations		110/21620/CUST #878/R&	19.98
169572/2	Invoice	03/13/2025	110/21862/CUST #878/R&B/PO 47148	0.00	8.49
110-530-568455		Fleet Operations		110/21862/CUST #878/R&	8.49
283564/1	Invoice	03/04/2025	110/21457/CUST #878/R&B/PO 47217	0.00	6.99

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
110-530-568455	Fleet Operations		110/21457/CUST #878/R&		6.99	
18301	INTERSTATE BILLING SERVICE, INC.	04/02/2025	Regular	0.00	63.62	1150464
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
R0810165151	Invoice	03/13/2025	110/21832/ACCT #836768/R&B/PO 4717	0.00	40.00	
110-530-568455		Fleet Operations		110/21832/ACCT #836768	40.00	
S0810736901	Invoice	03/13/2025	110/21831/ACCT #836768/R&B/PO 4715	0.00	23.62	
110-530-568455		Fleet Operations		110/21831/ACCT #836768	23.62	
14089	JARVIS TIRE AND WHEEL LLC	04/02/2025	Regular	0.00	942.44	1150465
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
1025488	Invoice	03/04/2025	110/21581/CUST #10212/R&B/PO 46903	0.00	942.44	
110-530-568455		Fleet Operations		110/21581/CUST #10212/	942.44	
14674	JK GRAPHICS	04/02/2025	Regular	0.00	368.50	1150466
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
5 5751	Invoice	02/28/2025	125/21549/INV #5 5751/TAX/PO 47137	0.00	125.00	
125-438-530200		Supplies and Stationary		125/21549/INV #5 5751/T	125.00	
5 5756	Invoice	03/07/2025	125/21550/INV #5 5756/TAX/PO 47137	0.00	243.50	
125-438-530200		Supplies and Stationary		125/21550/INV #5 5756/T	243.50	
17862	JUVENILE JUSTICE ASSOCATION OF '	04/02/2025	Regular	0.00	370.00	1150467
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
031925	Invoice	03/19/2025	318/21924/ BUDGET CONF REG/V. ANGEL	0.00	185.00	
318-592-545300		Travel & Training		318/21924/ BUDGET CON	185.00	
031925-1	Invoice	03/19/2025	318/21927/ BUDGET CONF REG/C. HARDY	0.00	185.00	
318-592-545300		Travel & Training		318/21927/ BUDGET CON	185.00	
04505	KATY PRINTERS, INC.	04/02/2025	Regular	0.00	1,925.70	1150468
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
74937	Invoice	03/12/2025	125/21746/INV #74937/CO CLERK/PO 46	0.00	123.70	
125-403-530200		Supplies and Stationary		125/21746/INV #74937/C	123.70	
74942	Invoice	03/12/2025	318/21747/INV #74942/JUV PROB/PO 47	0.00	49.50	
318-592-530100		Supplies		318/21747/INV #74942/JU	49.50	
74950	Invoice	03/17/2025	125/21904/INV #74950/ENVIRONMENTA	0.00	1,752.50	
125-443-530500		Office & Drafting Supplies		125/21904/INV #74950/E	1,752.50	
T.14761	KIMBALL MIDWEST	04/02/2025	Regular	0.00	2,654.48	1150469
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
103117675	Invoice	02/28/2025	125/21285/ACCT #116487/BUILD MAINT/	0.00	105.25	
125-442-544700		Repair & Replacement		125/21285/ACCT #116487	105.25	
103129204	Invoice	03/05/2025	125/21510/ACCT #116487/BUILD MAINT/	0.00	2,549.23	
125-442-544700		Repair & Replacement		125/21510/ACCT #116487	2,549.23	
19544	KING ARCHITECTURAL CONSULTING	04/02/2025	Regular	0.00	1,864.63	1150470
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
0000052	Invoice	03/05/2025	604/21530/BUS NODE/PAY APP#28/CC 03	0.00	1,864.63	
604-604-545405		Professional Services		604/21530/BUS NODE/PAY	1,864.63	
T.8263	KRENEK, TED	04/02/2025	Regular	0.00	135.66	1150471

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
031725	Invoice	03/17/2025	125/21768/REIM ELEMENTS OF CRIME B	0.00	40.49	
125-421-530200		Supplies and Stationary		125/21768/REIM ELEMEN	40.49	
031725-1	Invoice	03/17/2025	125/21769/REIMB MORTUARY TOE TAGS/	0.00	95.17	
125-421-530200		Supplies and Stationary		125/21769/REIMB MORTU	95.17	
17852	KYLE OFFICE PRODUCTS	04/02/2025	Regular	0.00	275.00	1150472
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
38775423	Invoice	03/14/2025	125/21766/AGR #019-1815894-000/CO C	0.00	275.00	
125-403-581813		Copier/Printer		125/21766/AGR #019-181	275.00	
01858	LEXIS NEXIS *	04/02/2025	Regular	0.00	117.25	1150473
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1100110747	Invoice	02/28/2025	125/21744/ACCT #1405624/JP #4/PO 471	0.00	117.25	
125-421-581817		Technology Enhancement		125/21744/ACCT #140562	117.25	
T.13700	LIBERTY TIRE RECYCLING *	04/02/2025	Regular	0.00	896.28	1150474
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2868292	Invoice	11/23/2024	125/21166/ACCT #87280/RECYCLE/PO 47	0.00	896.28	
125-527-544805		Tire & Oil/Disposal		125/21166/ACCT #87280/	896.28	
19988	LINDKE, JENNIFER	04/02/2025	Regular	0.00	26.60	1150475
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
032525	Invoice	03/25/2025	125/21998/RUN ERRANDS FOR JUDGE/03	0.00	26.60	
125-440-563000		Training & Conference Ex		125/21998/RUN ERRANDS	26.60	
13221	LJA ENGINEERING, INC.	04/02/2025	Regular	0.00	98,655.74	1150476
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
202504012	Invoice	02/24/2025	605/21272/PROJECT#PM5121-2471/CC 0	0.00	98,655.74	
605-605-545405		Professional Services		605/21272/PROJECT#PM5	98,655.74	
19593	LOCAL LP GAS, INC	04/02/2025	Regular	0.00	48.00	1150477
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
53935	Invoice	03/01/2025	125/21546/INV #53935/RECYCLE/PO 472	0.00	48.00	
125-527-581700		Equipment		125/21546/INV #53935/R	48.00	
19971	LONE STAR COUNSELING	04/02/2025	Regular	0.00	990.00	1150478
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2-2025	Invoice	02/27/2025	318/21583/COUNSELING/FEB/JUV PROB/	0.00	990.00	
318-578-565015		Community Service Progr		318/21583/COUNSELING/	990.00	
T.11368	LOUDIN, JULIA	04/02/2025	Regular	0.00	375.00	1150479
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
031725	Invoice	03/17/2025	125/21826/REIMB VG YOUNG AUDITOR C	0.00	375.00	
125-435-563000		Training & Conference Ex		125/21826/REIMB VG YOU	375.00	
14284	LOW VOLTAGE SECURITY SOLUTION	04/02/2025	Regular	0.00	450.00	1150480
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2608	Invoice	02/26/2025	125/21662/ALARM SERVICE FEE/ FEB - M	0.00	150.00	
125-411-545001		Maintenance Contracts		125/21662/ALARM SERVIC	150.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2609	Invoice	02/26/2025	125/21663/ALARM SERVICE FEE/ FEB - M	0.00	150.00	
125-411-545001	Maintenance Contracts		125/21663/ALARM SERVI		150.00	
2611	Invoice	02/26/2025	125/21664/ALARM SERVICE FEE/ FEB - M	0.00	150.00	
125-411-545001	Maintenance Contracts		125/21664/ALARM SERVIC		150.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
11301	MAGNOLIA FUNERAL HOME INC	04/02/2025	Regular	0.00	1,295.00	1150481
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**		
022025	Invoice	02/20/2025	125/21162/TRANSPORT/CC 03.19.2025	0.00	1,295.00	
125-423-540705	Transport To Morgue		125/21162/TRANSPORT/C	1,295.00		

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00436	MID AMERICAN RESEARCH CHEMIC.	04/02/2025	Regular	0.00	841.61	1150482
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**		
0842403-IN	Invoice	02/28/2025	125/21728/CUST #00-6815417/BUILD MA	0.00	841.61	
125-442-530100	Supplies		125/21728/CUST #00-681	841.61		

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
19999	MOFFITT HOLDINGS, LLC	04/02/2025	Regular	0.00	4,000.00	1150483
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**		
565327	Invoice	03/12/2025	110/21857/INV #565327/R&B/PO 47146	0.00	2,000.00	
110-530-581815	Equipment Rental		110/21857/INV #565327/	2,000.00		
565328	Invoice	03/12/2025	110/21858/INV #565328/R&B/PO 47147	0.00	2,000.00	
110-530-581815	Equipment Rental		110/21858/INV #565328/	2,000.00		

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01490	MONTGOMERY CO. JUVENILE DEPT.	04/02/2025	Regular	0.00	1,300.00	1150484
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**		
2025-13	Invoice	03/05/2025	125/21751/DETENTION FEB/JUV PROB/P	0.00	1,300.00	
125-507-565000	Short Term Detention		125/21751/DETENTION FE	1,300.00		

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
05420	MUSTANG CAT	04/02/2025	Regular	0.00	663.59	1150485
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**		
PART6872709	Invoice	03/05/2025	110/21601/CUST #0492000/R&B/PO 472	0.00	340.66	
110-530-568455	Fleet Operations		110/21601/CUST #049200	340.66		
PART6872710	Invoice	03/05/2025	110/21602/CUST #0492000/R&B/PO 472	0.00	322.93	
110-530-568455	Fleet Operations		110/21602/CUST #049200	322.93		

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01695	NAPA AUTO PARTS	04/02/2025	Regular	0.00	30,721.04	1150486
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**		
035837	Invoice	03/04/2025	110/21616/CUST #278/R&B/PO 46988	0.00	42.99	
110-530-568455	Fleet Operations		110/21616/CUST #278/R&	42.99		
035911	Invoice	03/05/2025	110/21618/CUST #278/R&B/PO 46991	0.00	110.17	
110-530-568455	Fleet Operations		110/21618/CUST #278/R&	110.17		
035914	Invoice	03/05/2025	110/21782/CUST #278/R&B/PO 47150	0.00	121.99	
110-530-568455	Fleet Operations		110/21782/CUST #278/R&	121.99		
035995	Invoice	03/06/2025	110/21783/CUST #278/R&B/PO 47151	0.00	17.56	
110-530-568455	Fleet Operations		110/21783/CUST #278/R&	17.56		
036025	Invoice	03/06/2025	110/21617/CUST #278/R&B/PO 46990	0.00	244.12	
110-530-568455	Fleet Operations		110/21617/CUST #278/R&	244.12		
036340	Invoice	03/10/2025	110/21784/CUST #278/R&B/PO 47152	0.00	39.78	
110-530-568455	Fleet Operations		110/21784/CUST #278/R&	39.78		
036576	Invoice	03/11/2025	110/21785/CUST #278/R&B/PO 47153	0.00	354.80	
110-530-568455	Fleet Operations		110/21785/CUST #278/R&	354.80		
036784	Invoice	03/12/2025	110/21781/CUST #278/R&B/PO 47144	0.00	57.47	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
110-530-568455	Fleet Operations		110/21781/CUST #278/R&		57.47	
036785 Invoice		03/12/2025	110/21779/CUST #278/R&B/PO 47142	0.00	302.01	
110-530-568455	Fleet Operations		110/21779/CUST #278/R&		302.01	
036786 Invoice		03/12/2025	110/21780/CUST #278/R&B/PO 47143	0.00	95.35	
110-530-568455	Fleet Operations		110/21780/CUST #278/R&		95.35	
036830 Invoice		03/12/2025	110/21786/CUST #278/R&B/PO 47155	0.00	147.56	
110-530-568455	Fleet Operations		110/21786/CUST #278/R&		147.56	
037061 Invoice		03/14/2025	110/21778/CUST #278/R&B/PO 47178	0.00	25,432.26	
110-530-581100	Construction Equipment		110/21778/CUST #278/R&		25,432.26	
037066 Invoice		03/14/2025	110/21777/CUST #278/R&B/PO 47179	0.00	3,525.00	
110-530-581100	Construction Equipment		110/21777/CUST #278/R&		3,525.00	
037284 Invoice		03/17/2025	125/21916/CUST #294/LAW ENF/PO 4724	0.00	229.98	
125-518-536400	Parts and Repairs		125/21916/CUST #294/LA		229.98	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
21740	NARTEC, INC	04/02/2025	Regular	0.00	199.07	1150487
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
21309	Invoice	03/17/2025	125/21940/INV #21309/SO/PO 47280	0.00	199.07	
125-516-581700	Equipment		125/21940/INV #21309/S		199.07	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
15090	NETPROTEC LLC	04/02/2025	Regular	0.00	600.00	1150488
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
4727	Invoice	03/22/2025	119/21836/VIDEO MAGISTRATE/03.22 - 0	0.00	600.00	
119-429-581817	Technology Enhancement		119/21836/VIDEO MAGIST		600.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
19538	NEXT STEP COUNSELING AND EDUC	04/02/2025	Regular	0.00	1,575.00	1150489
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
021625	Invoice	02/16/2025	125/21749/EVALUATION/JUV PROB/PO 4	0.00	1,575.00	
125-507-547505	Psycho/Group/HGAC		125/21749/EVALUATION/J		1,575.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
17227	O'BRIEN COUNSELING SERVICES INC	04/02/2025	Regular	0.00	500.00	1150490
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
15127	Invoice	02/04/2025	318/21582/COUNSELING JANUARY/JUV P	0.00	500.00	
318-578-565030	MH TESTING/EXTERNAL		318/21582/COUNSELING J		500.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
18826	ODP BUSINESS SOLUTIONS, LLC	04/02/2025	Regular	0.00	1,631.32	1150491
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
403424954001	Invoice	03/04/2025	125/21760/ACCT #30113665/JP #4/PO 47	0.00	10.49	
125-421-530200	Supplies and Stationary		125/21760/ACCT #301136		10.49	
408353472001	Invoice	02/24/2025	125/21361/ACCT #30113665/JP #2/PO 47	0.00	373.91	
125-419-530200	Supplies and Stationary		125/21361/ACCT #301136		25.84	
125-419-581817	Technology Enhancement		125/21361/ACCT #301136		348.07	
409392484001	Invoice	02/05/2025	125/21046/ACCT #30113665/JP #2/PO 47	0.00	321.33	
125-419-530200	Supplies and Stationary		125/21046/ACCT #301136		7.41	
125-419-581817	Technology Enhancement		125/21046/ACCT #301136		313.92	
409394317001	Invoice	02/05/2025	125/21048/ACCT #30113665/JP #2/PO 47	0.00	2.88	
125-419-530200	Supplies and Stationary		125/21048/ACCT #301136		0.07	
125-419-581817	Technology Enhancement		125/21048/ACCT #301136		2.81	
409643131001	Invoice	03/03/2025	125/21566/ACCT #30113665/TREASURER	0.00	6.64	
125-436-530200	Supplies and Stationary		125/21566/ACCT #301136		6.64	
410329416001	Invoice	03/10/2025	125/21761/ACCT #30113665/JP #3/PO 47	0.00	148.30	
125-420-530200	Supplies and Stationary		125/21761/ACCT #301136		148.30	
410568808001	Invoice	03/10/2025	125/21762/ACCT #30113665/DIST CLERK/	0.00	222.99	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
125-417-530200	Supplies and Stationary		125/21762/ACCT #301136		222.99	
412074516001 Invoice		03/10/2025	125/21764/ACCT #30113665/DA/PO 470	0.00	505.70	
125-416-530200	Supplies and Stationary		125/21764/ACCT #301136		505.70	
412893933001 Invoice		03/08/2025	125/21763/ACCT #30113665/DA/PO 470	0.00	29.64	
125-416-530200	Supplies and Stationary		125/21763/ACCT #301136		29.64	
413116422001 Invoice		02/26/2025	125/21564/ACCT #30113665/JP #4/PO 47	0.00	144.61	
125-421-530200	Supplies and Stationary		125/21564/ACCT #301136		28.67	
125-421-530200	Supplies and Stationary		125/21564/ACCT #301136		25.84	
125-421-530200	Supplies and Stationary		125/21564/ACCT #301136		31.78	
125-421-530200	Supplies and Stationary		125/21564/ACCT #301136		15.89	
125-421-530200	Supplies and Stationary		125/21564/ACCT #301136		15.99	
125-421-530200	Supplies and Stationary		125/21564/ACCT #301136		-1.46	
125-421-530200	Supplies and Stationary		125/21564/ACCT #301136		12.51	
125-421-530200	Supplies and Stationary		125/21564/ACCT #301136		15.39	
414152535001 Credit Memo		03/17/2025	125/21954/ACCT #30113665/CO CLERK	0.00	-124.68	
125-403-530200	Supplies and Stationary		125/21954/ACCT #301136		-124.68	
414379575001 Credit Memo		03/11/2025	125/21956/ACCT #30113665/JP #4	0.00	-10.49	
125-421-530200	Supplies and Stationary		125/21956/ACCT #301136		-10.49	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20481	ON YOUR WAY STORAGE, LLC	04/02/2025	Regular	0.00	255.00	1150492

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description		Dist Amount
797	Invoice	03/17/2025	125/21860/RENTAL FOR 3RD FLOOR STOR	0.00	255.00
125-600-581620	Justice Center Modular B		125/21860/RENTAL FOR 3		255.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00928	O'REILLY AUTO PARTS	04/02/2025	Regular	0.00	647.81	1150493

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description		Dist Amount
0603-215368	Invoice	02/28/2025	125/21678/ACCT #1804710/LAW ENF/PO	0.00	169.99
125-518-536400	Parts and Repairs		125/21678/ACCT #180471		169.99
0603-216270	Invoice	03/04/2025	110/21854/ACCT #1804716/R&B/PO 471	0.00	179.05
110-530-568455	Fleet Operations		110/21854/ACCT #180471		179.05
0603-216458	Invoice	03/05/2025	110/21625/ACCT #1804716/R&B/PO 469	0.00	30.77
110-530-568455	Fleet Operations		110/21625/ACCT #180471		30.77
0603-217422	Invoice	03/10/2025	110/21853/ACCT #1804716/R&B/PO 471	0.00	20.04
110-530-568455	Fleet Operations		110/21853/ACCT #180471		20.04
0603-217675	Invoice	03/11/2025	125/21679/ACCT #1804710/LAW ENF/PO	0.00	53.97
125-518-536400	Parts and Repairs		125/21679/ACCT #180471		53.97
0603-217879	Invoice	03/12/2025	110/21852/ACCT #1804716/R&B/PO 471	0.00	8.99
110-530-568455	Fleet Operations		110/21852/ACCT #180471		8.99
0603-219163	Invoice	03/18/2025	125/21891/ACCT #1804710/LAW ENF/PO	0.00	185.00
125-518-536400	Parts and Repairs		125/21891/ACCT #180471		185.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
T.9966	PERDUE, BRANDON, FIELDER, COLLI	04/02/2025	Regular	0.00	2,620.00	1150494

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description		Dist Amount
031325	Invoice	03/13/2025	125/21726/ATTY FINES & FEES/FEB/DIST	0.00	2,620.00
125-210-112923	Collection For Others D C		125/21726/ATTY FINES & F		2,620.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
18525	PETROLEUM TRADERS CORPORATIC	04/02/2025	Regular	0.00	18,555.82	1150495

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description		Dist Amount
2068960	Invoice	03/06/2025	110/21641/ACCT #993264/1/R&B/PO 470	0.00	18,555.82
110-530-537501	Fuel		110/21641/ACCT #993264		18,555.82

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
02156	PIERCE, CHERYL L	04/02/2025	Regular	0.00	54.60	1150496

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
032125	Invoice	03/21/2025	125/21903/VISITING REPORTER/03.21.25	0.00	54.60	
125-422-543802		Visiting Court Reporters		125/21903/VISITING REPO	54.60	
17802	PINEDA, MOISES	04/02/2025	Regular	0.00	24.35	1150497
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
031925	Invoice	03/19/2025	125/21933/REIM GUN RANGE MEMBERS	0.00	24.35	
125-507-568400		Miscellaneous		125/21933/REIM GUN RA	24.35	
05897	PINNACLE MEDICAL MANAGEMENT	04/02/2025	Regular	0.00	280.00	1150498
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
112843	Invoice	03/06/2025	110/21648/ACCT #7399/R&B/PO 47064	0.00	280.00	
110-530-547522		Health, Safety & Hazard		110/21648/ACCT #7399/R	280.00	
05995	PRECISION PRINTING	04/02/2025	Regular	0.00	325.47	1150499
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
25-1835	Invoice	03/01/2025	125/21795/INV #25-1835/CSCD/PO 4580	0.00	113.34	
125-519-581813		Copier/Printer		125/21795/INV #25-1835/	113.34	
25-1836	Invoice	03/01/2025	125/21796/INV #25-1836/CCAL/PO 4581	0.00	37.58	
125-412-581813		Copier/Printer		125/21796/INV #25-1836/	37.58	
25-1837	Invoice	03/01/2025	125/21797/INV #25-1837/CCAL COURTR	0.00	20.01	
125-412-581813		Copier/Printer		125/21797/INV #25-1837/	20.01	
25-1838	Invoice	03/01/2025	125/21798/INV #25-1838/BROOKSHIRE T	0.00	37.10	
125-438-581813		Copier/Printer		125/21798/INV #25-1838/	37.10	
25-1839	Invoice	03/01/2025	125/21799/INV #25-1839/HEMPSTEAD TA	0.00	117.44	
125-438-581813		Copier/Printer		125/21799/INV #25-1839/	117.44	
17649	QUADIENT FINANCE USA INC.	04/02/2025	Regular	0.00	150.00	1150500
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
022725	Invoice	02/27/2025	125/21527/ACCT #7900 0440 4713 0012/	0.00	150.00	
125-420-531400		Postage		125/21527/ACCT #7900 04	150.00	
17649	QUADIENT FINANCE USA INC.	04/02/2025	Regular	0.00	150.00	1150501
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
013025	Invoice	01/30/2025	125/20661/ACCT #7900 0440 4713 0012/	0.00	150.00	
125-420-531400		Postage		125/20661/ACCT #7900 04	150.00	
17650	QUADIENT LEASING USA, INC	04/02/2025	Regular	0.00	644.97	1150502
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
Q1763798	Invoice	03/05/2025	125/21759/CUST #00183302/COUNTY/AP	0.00	644.97	
125-411-531400		Postage		125/21759/CUST #001833	644.97	
17659	QUADIENT, INC	04/02/2025	Regular	0.00	59.15	1150503
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
Q1752498	Invoice	02/27/2025	125/21513/CUST #01267789/JP #1/PO 46	0.00	59.15	
125-418-531400		Postage		125/21513/CUST #012677	59.15	
06120	QUILL CORPORATION	04/02/2025	Regular	0.00	4,301.48	1150504

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
42653445	Invoice	01/30/2025	125/22033/ACCT #QL129429/TAX/PO 474	0.00	3,188.08	
125-438-530200		Supplies and Stationary		125/22033/ACCT #QL1294	3,188.08	
42721437	Invoice	02/05/2025	125/22032/ACCT #QL129429/TAX/PO 474	0.00	92.76	
125-438-530200		Supplies and Stationary		125/22032/ACCT #QL1294	92.76	
42917939	Invoice	02/18/2025	110/21627/ACCT #2893854/R&B/PO 470	0.00	58.10	
110-524-530500		Office & Drafting Supplies		110/21627/ACCT #289385	58.10	
42918274	Invoice	02/18/2025	125/22031/ACCT #QL129429/TAX/PO 474	0.00	1.07	
125-438-530200		Supplies and Stationary		125/22031/ACCT #QL1294	1.07	
42926031	Invoice	02/19/2025	110/21629/ACCT #2893854/R&B/PO 470	0.00	48.03	
110-524-530500		Office & Drafting Supplies		110/21629/ACCT #289385	48.03	
42938294	Invoice	02/19/2025	110/21631/ACCT #2893854/R&B/PO 470	0.00	20.38	
110-524-530500		Office & Drafting Supplies		110/21631/ACCT #289385	20.38	
42938883	Invoice	02/19/2025	110/21632/ACCT #2893854/R&B/PO 470	0.00	97.16	
110-524-530500		Office & Drafting Supplies		110/21632/ACCT #289385	97.16	
42959915	Invoice	02/20/2025	110/21630/ACCT #2893854/R&B/PO 470	0.00	60.29	
110-524-530500		Office & Drafting Supplies		110/21630/ACCT #289385	60.29	
42969570	Invoice	02/25/2025	110/21628/ACCT #2893854/R&B/PO 470	0.00	104.36	
110-524-530500		Office & Drafting Supplies		110/21628/ACCT #289385	104.36	
43021494	Invoice	02/25/2025	110/21633/ACCT #2893854/R&B/PO 470	0.00	30.22	
110-524-530500		Office & Drafting Supplies		110/21633/ACCT #289385	30.22	
43043094	Invoice	02/26/2025	110/21634/ACCT #2893854/R&B/PO 470	0.00	82.98	
110-524-530500		Office & Drafting Supplies		110/21634/ACCT #289385	82.98	
43195738	Invoice	03/10/2025	125/21714/ACCT #6339342/SO JAIL/PO 4	0.00	73.08	
125-505-530200		Supplies and Stationary		125/21714/ACCT #633934	73.08	
43200488	Invoice	03/10/2025	125/21712/ACCT #6339342/SO/PO 47131	0.00	150.29	
125-516-530200		Supplies and Stationary		125/21712/ACCT #633934	150.29	
43209855	Invoice	03/10/2025	125/21711/ACCT #6339342/SO JAIL/PO 4	0.00	276.29	
125-505-530200		Supplies and Stationary		125/21711/ACCT #633934	276.29	
43237779	Invoice	03/12/2025	125/21713/ACCT #6339342/SO/PO 47136	0.00	18.39	
125-516-530200		Supplies and Stationary		125/21713/ACCT #633934	18.39	
18103	RAINER, LAURIN	04/02/2025	Regular	0.00	56.00	1150505
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
031825	Invoice	03/18/2025	125/21828/VISITING COURT REPORTER/0	0.00	56.00	
125-422-543802		Visiting Court Reporters		125/21828/VISITING COU	56.00	
17685	RAMIREZ, ROBERTO	04/02/2025	Regular	0.00	656.00	1150506
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
20250303T	Invoice	03/03/2025	125/21829/CAUSE #23-07-27496/CCAL A	0.00	656.00	
125-422-566505		Interpreter Services		125/21829/CAUSE #23-07-	656.00	
18954	RAVEN MECHANICAL, LP	04/02/2025	Regular	0.00	1,410.40	1150507
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SM17155	Invoice	03/07/2025	125/21540/CUST #WALCOU01/BUILD MA	0.00	1,410.40	
125-442-544700		Repair & Replacement		125/21540/CUST #WALCO	1,410.40	
06150	RB EVERETT & COMPANY	04/02/2025	Regular	0.00	2,328.00	1150508

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SI36568	Invoice	02/26/2025	110/21624/CUST #C13884/R&B/PO 4699	0.00	2,328.00	
110-530-568455		Fleet Operations		110/21624/CUST #C13884	2,328.00	
02055	RECOVERY MONITORING	04/02/2025	Regular	0.00	2,395.00	1150509
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
10047650	Invoice	11/30/2024	125/21960/ACCT #2079353508/506TH AP	0.00	300.00	
125-422-567110		SCRAM/Monitoring		125/21960/ACCT #207935	300.00	
10047653	Invoice	11/30/2024	125/21961/ACCT #2079353508/506TH AP	0.00	180.00	
125-422-567111		Sober-Link		125/21961/ACCT #207935	180.00	
10047655	Invoice	11/30/2024	125/21962/ACCT #2079353508/506TH AP	0.00	180.00	
125-422-567111		Sober-Link		125/21962/ACCT #207935	180.00	
10047661	Invoice	11/30/2024	125/21966/ACCT #2079353508/506TH AP	0.00	195.00	
125-422-567110		SCRAM/Monitoring		125/21966/ACCT #207935	195.00	
10047663	Invoice	11/30/2024	125/21967/ACCT #2079353508/506TH AP	0.00	220.00	
125-422-567110		SCRAM/Monitoring		125/21967/ACCT #207935	220.00	
10047665	Invoice	11/30/2024	125/21968/ACCT #2079353508/506TH AP	0.00	330.00	
125-422-567110		SCRAM/Monitoring		125/21968/ACCT #207935	330.00	
10047667	Invoice	11/30/2024	125/21965/ACCT #2079353508/506TH AP	0.00	330.00	
125-422-567110		SCRAM/Monitoring		125/21965/ACCT #207935	330.00	
10047669	Invoice	11/30/2024	125/21963/ACCT #2079353508/506TH AP	0.00	330.00	
125-422-567110		SCRAM/Monitoring		125/21963/ACCT #207935	330.00	
10047670	Invoice	11/30/2024	125/21964/ACCT #2079353508/506TH AP	0.00	330.00	
125-422-567110		SCRAM/Monitoring		125/21964/ACCT #207935	330.00	
11846	REPUBLIC SERVICES #473 *	04/02/2025	Regular	0.00	385.92	1150510
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0473-000520185	Invoice	02/26/2025	125/21331/ACCT #3-0473-0013104/RECY	0.00	385.92	
125-527-569921		Dumpster Fees		125/21331/ACCT #3-0473-	385.92	
06367	RICHARDSON, LEE VAN	04/02/2025	Regular	0.00	300.00	1150511
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
031325	Invoice	03/13/2025	125/21709/OVERPAYMENT/CASE #CV24-0	0.00	300.00	
125-000-452004		Dist CL/SO		125/21709/OVERPAYMENT	300.00	
14381	RICOH USA, INC.	04/02/2025	Regular	0.00	72.64	1150512
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
5071015834	Invoice	03/01/2025	125/21286/CUST #12569042/COMM VET	0.00	72.64	
125-405-581813		Copier/Printer		125/21286/CUST #125690	72.64	
14381	RICOH USA, INC.	04/02/2025	Regular	0.00	284.81	1150513
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
109002268	Invoice	02/26/2025	125/21323/ACCT #1432394-3835267/JP #	0.00	284.81	
125-421-581813		Copier/Printer		125/21323/ACCT #143239	133.92	
125-421-581813		Copier/Printer		125/21323/ACCT #143239	150.89	
19516	ROCA CLEANING SERVICES	04/02/2025	Regular	0.00	900.00	1150514
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
036998	Invoice	03/10/2025	125/21725/CLEANING 02.22,25,27,03.01,	0.00	900.00	
125-442-545400		Contract Labor		125/21725/CLEANING 02.	900.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20698	ROWDY HAACK	04/02/2025	Regular	0.00	350.00	1150515

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
031325	Invoice	03/13/2025	125/21727/ATTY FINES & FEES/FEB/DIST	0.00	350.00
125-210-112923		Collection For Others D C		125/21727/ATTY FINES & F	350.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20762	SALAZAR, LUIS	04/02/2025	Regular	0.00	100.00	1150516

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
031125	Invoice	03/11/2025	110/21636/REIMBURSEMENT FOR BOOTS	0.00	100.00
110-530-547522		Health, Safety & Hazard		110/21636/REIMBURSEM	100.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
T.15364	SAM HOUSTON STATE UNIVERSITY '	04/02/2025	Regular	0.00	230.00	1150517

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
02104	Invoice	03/19/2025	318/21923/TPA 2025 CONF REG/A. GRAV	0.00	230.00
318-592-545300		Travel & Training		318/21923/TPA 2025 CON	230.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
06600	SAN BERNARD ELECTRIC CO-OP	04/02/2025	Regular	0.00	14,262.73	1150518

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
031125	Invoice	03/11/2025	125/21794/ACCT #4559000/JUSTICE CEN	0.00	10,680.92
125-411-542600		Utilities		125/21794/ACCT #455900	10,680.92
031125-1	Invoice	03/11/2025	125/21793/ACCT #4205800/CONST PCT #	0.00	258.79
125-411-542600		Utilities		125/21793/ACCT #420580	258.79
031125-2	Invoice	03/11/2025	125/21792/ACCT #4205700/CONST PCT #	0.00	329.47
125-411-542600		Utilities		125/21792/ACCT #420570	329.47
031125-3	Invoice	03/11/2025	110/21791//ACCT #2984100/EQUIP YARD	0.00	299.83
110-524-542600		Utilities		110/21791//ACCT #29841	299.83
031125-4	Invoice	03/11/2025	110/21790/ACCT #2301403/AREA LIGHT/	0.00	217.00
110-524-542600		Utilities		110/21790/ACCT #230140	217.00
031125-5	Invoice	03/11/2025	125/21789/ACCT #1578201/JP #2/02.06-	0.00	447.02
125-411-542600		Utilities		125/21789/ACCT #157820	447.02
031125-6	Invoice	03/11/2025	125/21788/ACCT #722102/JP #3/02.06 - 0	0.00	387.33
125-411-542600		Utilities		125/21788/ACCT #722102	387.33
031125-7	Invoice	03/11/2025	110/21787/ACCT #157708/R&B/02.06 - 0	0.00	1,186.74
110-524-542600		Utilities		110/21787/ACCT #157708	1,186.74
031925	Invoice	03/19/2025	125/21974/ACCT #4301400/COMM CENT	0.00	455.63
125-411-542600		Utilities		125/21974/ACCT #430140	455.63

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
T.12059	SCY IMAGING	04/02/2025	Regular	0.00	75.00	1150519

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
14770	Invoice	03/17/2025	125/21878/INV #14770/SO MEDICAL/PO	0.00	75.00
125-525-546410		Medical Services/Jail		125/21878/INV #14770/S	75.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
T.10521	SIRCHIE FINGER PRINT LAB	04/02/2025	Regular	0.00	1,917.49	1150520

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
0685471-IN	Invoice	03/17/2025	125/21941/CUST #00-0077445/SO/PO 47	0.00	1,917.49
125-516-563350		CID		125/21941/CUST #00-007	1,917.49

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
17520	SMARSH INC	04/02/2025	Regular	0.00	38,116.32	1150521

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
INV-256476	Invoice	03/10/2025	125/21503/ARCHIVE CONTRACT MAR-FEB	0.00	38,116.32
125-411-542505		County Cell Phone		125/21503/ARCHIVE CONT	38,116.32

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
11315	SOUTHERN TIRE MART	04/02/2025	Regular	0.00	4,083.80	1150522

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key / Item Description		Dist Amount
4590150865	Invoice	02/27/2025	125/21970/CUST #0574626/LAW ENF/PO	0.00	512.84
125-518-536400		Parts and Repairs	125/21970/CUST #057462		512.84
4590151131	Invoice	02/27/2025	110/21979/CUST #0574336/R&B/PO 467	0.00	2,991.92
110-530-568455		Fleet Operations	110/21979/CUST #057433		2,991.92
4590151656	Invoice	03/17/2025	125/21969/CUST #0574626/LAW ENF/PO	0.00	579.04
125-518-536400		Parts and Repairs	125/21969/CUST #057462		579.04

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
11315	SOUTHERN TIRE MART	04/02/2025	Regular	0.00	2,953.52	1150523

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key / Item Description		Dist Amount
4590151261	Invoice	02/28/2025	125/21580/CUST #0574626/LAW ENF/PO	0.00	760.76
125-518-536400		Parts and Repairs	125/21580/CUST #057462		760.76
4590151428	Invoice	03/03/2025	125/21579/CUST #0574626/LAW ENF/PO	0.00	1,368.44
125-518-536400		Parts and Repairs	125/21579/CUST #057462		1,368.44
4590151755	Invoice	03/06/2025	110/21622/CUST #0574336/R&B/PO 470	0.00	824.32
110-530-568455		Fleet Operations	110/21622/CUST #057433		824.32

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
17739	SPARKLIGHT	04/02/2025	Regular	0.00	1,162.86	1150524

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key / Item Description		Dist Amount
030625- CRTHSE	Invoice	03/06/2025	125/21756/ACCT #139746259/ANNEX/03	0.00	120.93
125-411-542502		Internet Service	125/21756/ACCT #139746		120.93
030625-JP#1	Invoice	03/06/2025	125/21757/ACCT #127057263/JP #1/03.0	0.00	460.93
125-411-542502		Internet Service	125/21757/ACCT #127057		460.93
030625-LIB	Invoice	03/06/2025	125/21837/ACCT #142174407/LIB/03.06 -	0.00	581.00
125-411-542502		Internet Service	125/21837/ACCT #142174		581.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
18145	SPEEDTECH LIGHTS, INC.	04/02/2025	Regular	0.00	288.84	1150525

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key / Item Description		Dist Amount
408621	Invoice	03/06/2025	110/21623/ORDER #408621/R&B/PO 469	0.00	288.84
110-530-568455		Fleet Operations	110/21623/ORDER #40862		288.84

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
T.12617	STEINHAUSER'S	04/02/2025	Regular	0.00	123.28	1150526

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key / Item Description		Dist Amount
35056/6	Invoice	03/20/2025	125/21943/CUST #12211/ANIMAL CONTR	0.00	73.29
125-515-545910		Animal Housing/Care	125/21943/CUST #12211/		73.29
52222/1	Invoice	03/17/2025	125/21877/CUST #12211/SO/PO 47198	0.00	49.99
125-516-530204		K9 Dog Supplies	125/21877/CUST #12211/		49.99

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
18031	STEPHENS & FLOWERS FUNERALS &	04/02/2025	Regular	0.00	550.00	1150527

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key / Item Description		Dist Amount
18031	Invoice	01/30/2025	125/20457/TRANSPORT/CC 03.19.2025	0.00	550.00
125-423-540705		Transport To Morgue	125/20457/TRANSPORT/C		550.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
T.15262	STEVENSON ENTERPRISES	04/02/2025	Regular	0.00	239.85	1150528

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key / Item Description		Dist Amount
12195	Invoice	02/28/2025	125/21340/INV #12195/BUILD MAINT/PO	0.00	239.85
125-442-544700		Repair & Replacement	125/21340/INV #12195/B		239.85

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
18155	STONESIDE VETERINARY HOSPITAL	04/02/2025	Regular	0.00	320.00	1150529

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
68444	Invoice	03/11/2025	125/21723/ACCT #5083/ANIMAL CONTR	0.00	171.00	
125-515-545910		Animal Housing/Care		125/21723/ACCT #5083/A	171.00	
68445	Invoice	03/11/2025	125/21724/ACCT #5083/ANIMAL CONTR	0.00	149.00	
125-515-545910		Animal Housing/Care		125/21724/ACCT #5083/A	149.00	
T.12341	TDCAA	04/02/2025	Regular	0.00	1,000.00	1150530
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
261967	Invoice	03/12/2025	125/21741/DV & SEX ASSULT CONF/R. VA	0.00	500.00	
125-416-563000		Training & Conference Ex		125/21741/DV & SEX ASS	500.00	
262097	Invoice	03/17/2025	125/21822/DV & SEX ASSULT CONF/M. H	0.00	500.00	
125-416-563000		Training & Conference Ex		125/21822/DV & SEX ASS	500.00	
14805	TEXAS ASSOCIATION OF COUNTIES	04/02/2025	Regular	0.00	275.00	1150531
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
366384	Invoice	03/17/2025	125/21755/2025 LEG CONF/J. WOOLLEY/	0.00	275.00	
125-419-563000		Training & Conference Ex		125/21755/2025 LEG CON	275.00	
14805	TEXAS ASSOCIATION OF COUNTIES	04/02/2025	Regular	0.00	70.00	1150532
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
254687	Invoice	02/01/2025	12/21541/JPCA DUES/G. NOEL/CONST PC	0.00	70.00	
125-512-562310		Annual Fee/TCLEDDS		12/21541/JPCA DUES/G.	70.00	
21010	TEXAS PRIDE DISPOSAL SOLUTIONS,	04/02/2025	Regular	0.00	45.67	1150533
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
001755148	Invoice	03/17/2025	125/22006/CUST #10-0104577 1/LIB	0.00	45.67	
125-411-542600		Utilities		125/22006/CUST #10-010	45.67	
21012	TEXAS STAR TRANSPORT, LLC	04/02/2025	Regular	0.00	59,187.27	1150534
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
25597	Invoice	03/06/2025	110/21606/INV #25597/R&B/PO 47039	0.00	1,533.24	
110-530-587505		Road Materials		110/21606/INV #25597/R	1,533.24	
25598	Invoice	03/07/2025	110/21609/INV #25598/R&B/PO 47041	0.00	3,009.14	
110-530-587505		Road Materials		110/21609/INV #25598/R	3,009.14	
25599	Invoice	03/10/2025	110/21605/INV #25599/R&B/PO 47053	0.00	3,050.01	
110-530-587505		Road Materials		110/21605/INV #25599/R	3,050.01	
25600	Invoice	03/11/2025	110/21603/INV #25600/R&B/PO 47068	0.00	3,098.50	
110-530-587505		Road Materials		110/21603/INV #25600/R	3,098.50	
25751	Invoice	03/12/2025	110/21801/INV #25751/R&B/PO 47141	0.00	3,054.89	
110-530-587505		Road Materials		110/21801/INV #25751/R	3,054.89	
25752	Invoice	03/13/2025	110/21802/INV #25752/R&B/PO 47139	0.00	2,301.54	
110-530-587505		Road Materials		110/21802/INV #25752/R	2,301.54	
25753	Invoice	03/14/2025	110/21803/INV #25753/R&B/PO 47200	0.00	2,322.28	
110-530-587505		Road Materials		110/21803/INV #25753/R	2,322.28	
25754	Invoice	03/17/2025	110/21804/INV #25754/R&B/PO 47202	0.00	3,046.96	
110-530-587505		Road Materials		110/21804/INV #25754/R	3,046.96	
26335	Invoice	03/04/2025	110/21507/INV #26335/R&B/PO 46885	0.00	2,904.83	
110-530-587505		Road Materials		110/21507/INV #26335/R	2,904.83	
26336	Invoice	03/05/2025	110/21614/INV #26336/R&B/PO 46998	0.00	2,998.76	
110-530-587505		Road Materials		110/21614/INV #26336/R	2,998.76	
26337	Invoice	03/06/2025	110/21615/INV #26337/R&B/PO 47020	0.00	2,982.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
110-530-587505	Road Materials		110/21615/INV #26337/R		2,982.00	
26338	Invoice	03/07/2025	110/21610/INV #26338/R&B/PO 47042	0.00	750.61	
110-530-587505	Road Materials		110/21610/INV #26338/R		750.61	
26339	Invoice	03/07/2025	110/21608/INV #26339/R&B/PO 47040	0.00	759.76	
110-530-587505	Road Materials		110/21608/INV #26339/R		759.76	
26341	Invoice	03/10/2025	110/21607/INV #26341/R&B/PO 47054	0.00	2,994.81	
110-530-587505	Road Materials		110/21607/INV #26341/R		2,994.81	
26342	Invoice	03/11/2025	110/21604/INV #26342/R&B/PO 47067	0.00	3,012.81	
110-530-587505	Road Materials		110/21604/INV #26342/R		3,012.81	
26345	Invoice	03/14/2025	110/21807/INV #26345/R&B/PO 47172	0.00	2,246.33	
110-530-587505	Road Materials		110/21807/INV #26345/R		2,246.33	
26346	Invoice	03/17/2025	110/21808/INV #26346/R&B/PO 47203	0.00	2,988.09	
110-530-587505	Road Materials		110/21808/INV #26346/R		2,988.09	
26512	Invoice	03/05/2025	110/21612/INV #26512/R&B/PO 46997	0.00	3,242.77	
110-530-587505	Road Materials		110/21612/INV #26512/R		3,242.77	
26513	Invoice	03/06/2025	110/21613/INV #26513/R&B/PO 47021	0.00	3,231.18	
110-530-587505	Road Materials		110/21613/INV #26513/R		3,231.18	
26514	Invoice	03/07/2025	110/21611/INV #26514/R&B/PO 47043	0.00	819.54	
110-530-587505	Road Materials		110/21611/INV #26514/R		819.54	
26519	Invoice	03/13/2025	110/21805/INV #26519/R&B/PO 47140	0.00	2,432.99	
110-530-587505	Road Materials		110/21805/INV #26519/R		2,432.99	
26520	Invoice	03/14/2025	110/21806/INV #26520/R&B/PO 47173	0.00	3,195.79	
110-530-587505	Road Materials		110/21806/INV #26520/R		3,195.79	
26551	Invoice	03/17/2025	110/21809/INV #26551/R&B/PO 47204	0.00	3,210.44	
110-530-587505	Road Materials		110/21809/INV #26551/R		3,210.44	

01931 THE HOME DEPOT 04/02/2025 Regular 0.00 326.92 1150535

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
6528204	Invoice	02/14/2025	125/21373/ACCT #6035 3225 3190 5598/	0.00	326.92
125-442-544700		Repair & Replacement		125/21373/ACCT #6035 32	326.92

20697 THE LAW OFFICE OF ALISA HARRIS, I 04/02/2025 Regular 0.00 315.00 1150536

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
031025	Invoice	10/08/2024	125/21851/CAUSE #CPC24-05-0005/CCAL	0.00	315.00
125-411-545700		Foster Care/Ad Litem Atty		125/21851/CAUSE #CPC24	315.00

21005 THE RANDLE LAW OFFICE 04/02/2025 Regular 0.00 4,334.50 1150537

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
6716	Invoice	03/03/2025	125/21333/INV#6716/CC 03.19.2025	0.00	1,372.50
125-411-540300		Legal		125/21333/INV#6716/CC	1,372.50
6717	Invoice	03/03/2025	125/21334/INV#6717/CC 03.19.2025	0.00	200.00
125-411-540300		Legal		125/21334/INV#6717/CC	200.00
6720	Invoice	03/03/2025	125/21335/INV#6720/CC 03.19.2025	0.00	2,482.00
125-411-540300		Legal		125/21335/INV#6720/CC	2,482.00
6721	Invoice	03/03/2025	125/21336/INV#6721/CC 03.19.2025	0.00	160.00
125-411-540300		Legal		125/21336/INV#6721/CC	160.00
6722	Invoice	03/03/2025	125/21337/INV#6722/CC 03.19.2025	0.00	120.00
125-411-540300		Legal		125/21337/INV#6722/CC	120.00

HARLO THOMSON REUTERS - WEST PAYME 04/02/2025 Regular 0.00 209.00 1150538

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
851683561	Invoice	03/17/2025	125/21994/ACCT #1000627201/CO CLERK	0.00	209.00	
125-403-530200		Supplies and Stationary		125/21994/ACCT #100062	209.00	
14240	T-MOBILE USA, INC.	04/02/2025	Regular	0.00	100.00	1150539
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9598288203	Invoice	03/13/2025	125/21987/ACCT #1011593/SO/PO 47327	0.00	100.00	
125-516-568400		Miscellaneous		125/21987/ACCT #101159	100.00	
18463	TRACK GROUP AMERICAS, INC	04/02/2025	Regular	0.00	231.00	1150540
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
41350	Invoice	02/28/2025	318/21752/INV #41350/JUV PROB/PO 47	0.00	231.00	
318-592-530100		Supplies		318/21752/INV #41350/JU	231.00	
20749	TRANTEX TRANSPORTATION PRODL	04/02/2025	Regular	0.00	438.00	1150541
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0031159	Invoice	02/27/2025	125/21642/INV #0031159/R&B/PO 47046	0.00	438.00	
110-530-587411		Sign & Striping Materials		125/21642/INV #0031159	438.00	
17680	TRINICOM COMMUNICATIONS. LLC	04/02/2025	Regular	0.00	341.00	1150542
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
57944	Invoice	04/01/2025	125/22003/FAX LINE/JUSTICE CENTER/AP	0.00	233.51	
125-411-542501		Telephone/Equip & Svc		125/22003/FAX LINE/JUSTI	233.51	
57945	Invoice	04/01/2025	125/22004/FAX LINE/SO/APRIL	0.00	107.49	
125-411-542501		Telephone/Equip & Svc		125/22004/FAX LINE/SO/A	107.49	
18352	TRINITY SERVICES GROUP INC.	04/02/2025	Regular	0.00	16,793.10	1150543
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
3033500292	Invoice	03/07/2025	125/21988/CUST #F303350000/INMATE	0.00	5,028.06	
125-505-563800		Groceries		125/21988/CUST #F30335	5,028.06	
3033500293	Invoice	03/14/2025	125/21875/CUST #F303350000/INMATE	0.00	5,081.23	
125-505-563800		Groceries		125/21875/CUST #F30335	5,081.23	
3033500294	Invoice	03/21/2025	125/21989/CUST #F303350000/INMATE	0.00	5,189.01	
125-505-563800		Groceries		125/21989/CUST #F30335	5,189.01	
3033500295	Invoice	03/21/2025	125/21990/CUST #F303350000/INMATE	0.00	1,312.82	
125-505-563800		Groceries		125/21990/CUST #F30335	1,312.82	
3033500296	Invoice	03/21/2025	125/21991/CUST #F303350000/INMATE	0.00	181.98	
125-505-563800		Groceries		125/21991/CUST #F30335	181.98	
02212	TYLER TECHNOLOGIES, INC *	04/02/2025	Regular	0.00	55,389.91	1150544
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
020-159069	Invoice	03/01/2025	125/21586/CUST #41430/ODYSSEY/03.01	0.00	47,696.17	
125-411-545004		Odyssey		125/21586/CUST #41430/	47,696.17	
020-159069-1	Invoice	03/01/2025	125/21586/CUST #41430/ODYSSEY/SO/P	0.00	4,237.74	
125-516-581700		Equipment		125/21586/CUST #41430/	4,237.74	
025-500003	Invoice	02/26/2025	125/21585/CUST #41430/1099 & W-2 PRI	0.00	3,456.00	
125-411-545003		Incode		125/21585/CUST #41430/	3,456.00	
19448	VERIZON	04/02/2025	Regular	0.00	299.00	1150545

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
6108241643	Invoice	03/10/2025	125/22002/ACCT #842540596-00001/CC	0.00	299.00	
125-411-542502		Internet Service		125/22002/ACCT #842540	299.00	
12608	VERIZON	04/02/2025	Regular	0.00	648.07	1150546
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
6107434571- EA	Invoice	03/01/2025	125/21978/ACCT #721942531-00001/EA/	0.00	569.85	
125-434-581816		Air Card/Wireless		125/21978/ACCT #721942	569.85	
6107434571-COU	Invoice	03/01/2025	125/21978/ACCT#721942531-00001/COU	0.00	78.22	
125-411-542505		County Cell Phone		125/21978/ACCT#721942	78.22	
12617	VERIZON	04/02/2025	Regular	0.00	199.97	1150547
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
6108057677	Invoice	03/09/2025	125/21833/ACCT #321907708/CONST PC	0.00	199.97	
125-512-581816		Air Card/Wireless		125/21833/ACCT #321907	199.97	
12588	VERIZON	04/02/2025	Regular	0.00	37.99	1150548
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
6106801395	Invoice	02/23/2025	125/21310/ACCT #642011445-00001/JP #	0.00	37.99	
125-421-581817		Technology Enhancement		125/21310/ACCT #642011	37.99	
12590	VERIZON	04/02/2025	Regular	0.00	5,085.36	1150549
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
6106785609 - CO	Invoice	02/23/2025	125/21309/ACCT #542011369/CO JUDGE	0.00	37.99	
125-440-581816		Air Card/Wireless		125/21309/ACCT #542011	37.99	
6106785609 - CO	Invoice	02/23/2025	125/21309/ACCT #542011369/COMM/PO	0.00	151.96	
125-401-581816		Air Card/Wireless		125/21309/ACCT #542011	151.96	
6106785609 - FM	Invoice	02/23/2025	125/21309/ACCT #542011369/FM/PO 46	0.00	37.99	
125-509-581816		Air Card/Wireless/Softwa		125/21309/ACCT #542011	37.99	
6106785609 - IT	Invoice	02/23/2025	125/21309/ACCT #542011369/IT/PO 463	0.00	130.62	
125-441-581816		Air Card/Wireless		125/21309/ACCT #542011	130.62	
6106785609-COU	Invoice	02/23/2025	125/21309/ACCT #512011369/COUNTY	0.00	4,726.80	
125-411-542505		County Cell Phone		125/21309/ACCT #512011	4,726.80	
01983	VOTEC	04/02/2025	Regular	0.00	31,022.28	1150550
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
14371	Invoice	01/01/2025	125/21977/VEMACS SUPPORT JAN-DEC 2	0.00	31,022.28	
125-434-531400		Postage		125/21977/VEMACS SUPP	1,674.78	
125-434-545100		Licensing & Software		125/21977/VEMACS SUPP	29,347.50	
21063	VRF SERVICES OF TEXAS	04/02/2025	Regular	0.00	2,000.00	1150551
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
V7063	Invoice	12/26/2024	125/21900/INV #V7063/BUILD MAINT/PO	0.00	2,000.00	
125-442-544700		Repair & Replacement		125/21900/INV #V7063/B	2,000.00	
T.9133	WALLER COUNTY ASPHALT, INC.	04/02/2025	Regular	0.00	9,521.60	1150552
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
28844	Invoice	03/11/2025	110/21647/INV #28844/R&B/PO 47060	0.00	9,521.60	
110-530-587505		Road Materials		110/21647/INV #28844/R	9,521.60	
11588	WALLER COUNTY CHILD WELFARE C	04/02/2025	Regular	0.00	40.00	1150553

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
031925	Invoice	03/19/2025	125/21821/JUROR DONATIONS/02.26.25/	0.00	40.00	
125-415-566500		Petit Jurors		125/21821/JUROR DONATI	40.00	
T.6221	WALLER COUNTY COMMUNITY SUP	04/02/2025	Regular	0.00	60.00	1150554
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
031325	Invoice	03/13/2025	125/21710/OVERPAYMENT/CASE #22-05-	0.00	60.00	
125-210-112932		Overpayment D CL		125/21710/OVERPAYMENT	60.00	
08340	WALLER COUNTY ELECTRIC	04/02/2025	Regular	0.00	1,129.00	1150555
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
226081	Invoice	03/13/2025	125/21767/JOB #1062055279/BUILD MAI	0.00	1,129.00	
125-442-544700		Repair & Replacement		125/21767/JOB #1062055	1,129.00	
19444	WALLER COUNTY FEED	04/02/2025	Regular	0.00	167.13	1150556
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
8134/A	Invoice	03/17/2025	125/21876/CUST #12211/SO/PO 47197	0.00	35.97	
125-516-545911		Estray		125/21876/CUST #12211/	35.97	
8136/A	Invoice	03/18/2025	125/21942/CUST #12211/SO/PO 47278	0.00	131.16	
125-516-545911		Estray		125/21942/CUST #12211/	131.16	
T.10401	WALLER COUNTY PAINT & BODY SH	04/02/2025	Regular	0.00	7,819.18	1150557
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
022025	Invoice	02/20/2025	125/21665/TOWING UNIT #312/LAW ENF	0.00	225.00	
125-518-536400		Parts and Repairs		125/21665/TOWING UNIT	225.00	
022525	Invoice	02/25/2025	110/21621/TOWING UNIT #305/R&B/PO	0.00	165.00	
110-530-568455		Fleet Operations		110/21621/TOWING UNIT	165.00	
51460	Invoice	03/13/2025	125/21673/REPAIRS/UNIT #129/LAW ENF	0.00	1,366.18	
125-518-536400		Parts and Repairs		125/21673/REPAIRS/UNIT	1,366.18	
51482	Invoice	02/14/2025	125/21676/REPAIRS/UNIT #308/LAW ENF	0.00	141.43	
125-518-536400		Parts and Repairs		125/21676/REPAIRS/UNIT	141.43	
51505	Invoice	02/14/2025	125/21675/REPAIRS/UNIT #104/LAW ENF	0.00	1,631.87	
125-518-536400		Parts and Repairs		125/21675/REPAIRS/UNIT	1,631.87	
51578	Invoice	02/14/2025	125/21674/REPAIRS/UNIT #126/LAW ENF	0.00	45.00	
125-518-536400		Parts and Repairs		125/21674/REPAIRS/UNIT	45.00	
51605	Invoice	02/25/2025	125/21668/REPAIRS/UNIT #126/LAW ENF	0.00	160.00	
125-518-536400		Parts and Repairs		125/21668/REPAIRS/UNIT	160.00	
51609	Invoice	02/19/2025	125/21677/REPAIRS/UNIT #DA-1378/LAW	0.00	57.50	
125-518-536400		Parts and Repairs		125/21677/REPAIRS/UNIT	57.50	
51616	Invoice	02/27/2025	125/21669/REPAIRS/UNIT #213/LAW ENF	0.00	524.88	
125-518-536400		Parts and Repairs		125/21669/REPAIRS/UNIT	524.88	
51634	Invoice	03/12/2025	125/21882/REPAIRS/UNIT #109/LAW ENF	0.00	1,356.87	
125-518-536400		Parts and Repairs		125/21882/REPAIRS/UNIT	1,356.87	
51637	Invoice	02/25/2025	125/21666/REPAIRS/UNIT #283/LAW ENF	0.00	60.50	
125-518-536400		Parts and Repairs		125/21666/REPAIRS/UNIT	60.50	
51650	Invoice	02/27/2025	125/21670/REPAIRS/UNIT #132/LAW ENF	0.00	95.00	
125-518-536400		Parts and Repairs		125/21670/REPAIRS/UNIT	95.00	
51660	Invoice	03/07/2025	125/21885/REPAIRS/UNIT #315/LAW ENF	0.00	422.46	
125-518-536400		Parts and Repairs		125/21885/REPAIRS/UNIT	422.46	
51676	Invoice	03/03/2025	125/21672/REPAIRS/UNIT #204/LAW ENF	0.00	57.50	
125-518-536400		Parts and Repairs		125/21672/REPAIRS/UNIT	57.50	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
51677	Invoice	03/10/2025	125/21883/REPAIRS/UNIT #126/LAW ENF	0.00	458.52	
125-518-536400	Parts and Repairs		125/21883/REPAIRS/UNIT		458.52	
51686	Invoice	03/05/2025	125/21671/REPAIRS/UNIT #147/LAW ENF	0.00	72.00	
125-518-536400	Parts and Repairs		125/21671/REPAIRS/UNIT		72.00	
51698	Invoice	03/07/2025	125/21884/REPAIRS/UNIT #151/LAW ENF	0.00	466.58	
125-518-536400	Parts and Repairs		125/21884/REPAIRS/UNIT		466.58	
51733	Invoice	03/19/2025	125/21881/INV #51733/UNIT #107/LAW	0.00	440.89	
125-518-536400	Parts and Repairs		125/21881/INV #51733/U		440.89	
51765	Invoice	03/18/2025	125/21886/REPAIRS/UNIT #160/LAW ENF	0.00	72.00	
125-518-536400	Parts and Repairs		125/21886/REPAIRS/UNIT		72.00	

311	WALLER COUNTY TAX OFFICE	04/02/2025	Regular	0.00	30.00	1150558
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**		
032425	Invoice	03/24/2025	125/21982/REIMB VEHICLE REG/4 UNITS/	0.00	30.00	
125-518-536400	Parts and Repairs		125/21982/REIM VEHICLE	30.00		

311	WALLER COUNTY TAX OFFICE	04/02/2025	Regular	0.00	7.50	1150559
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**		
031725	Invoice	03/17/2025	125/21770/REIM VEHICLE REG FOR VIN #	0.00	7.50	
125-442-568400	Miscellaneous		125/21770/REIM VEHICLE	7.50		

01799	WAUKESHA-PEARCE INDUSTRIES,IN	04/02/2025	Regular	0.00	1,231.29	1150560
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**		
2683207	Invoice	03/11/2025	125/21776/SERVICED UNIT #14715/MAIN	0.00	675.00	
125-442-545400	Contract Labor		125/21776/SERVICED UNI	675.00		
2683224	Invoice	03/11/2025	125/21775/SERVICED UNIT #135222/MAI	0.00	556.29	
125-442-545400	Contract Labor		125/21775/SERVICED UNI	556.29		

16216	WE BRAND IT PROMOTIONS	04/02/2025	Regular	0.00	296.00	1150561
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**		
60843	Invoice	02/28/2025	125/21339/INV #60843/FM/PO 47238	0.00	296.00	
125-509-563900	Uniforms		125/21339/INV #60843/F	296.00		

20157	WINSLOW, DEBBIE	04/02/2025	Regular	0.00	31.50	1150562
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**		
031125	Invoice	03/11/2025	110/21638/REIM VEHICLE REG FOR 3 UNI	0.00	31.50	
110-530-568455	Fleet Operations		110/21638/REIM VEHICLE	31.50		

21763	WOELFEL, CHRISTY	04/02/2025	Regular	0.00	150.00	1150563
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**		
032525	Invoice	03/25/2025	125/21995/SECURITY DEPOSIT/COMM CT	0.00	150.00	
125-210-111510	Security Deposit/Comm C		125/21995/SECURITY DEP	150.00		

21739	WOJSLAW, MICHAELA	04/02/2025	Regular	0.00	175.00	1150564
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**		
030625	Invoice	03/06/2025	110/21639/REIMBURSE UAG EXAM/R&B	0.00	175.00	
110-524-563000	Training & Conference Ex		110/21639/REIMBURSE U	175.00		

20751	WOOLSEY, KAREN	04/02/2025	Regular	0.00	56.00	1150565

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
032025	Invoice	03/20/2025	125/21866/VISITING REPORTER/03.20.25	0.00	56.00	
125-422-543802		Visiting Court Reporters		125/21866/VISITING REPO	56.00	
21762	WREM LITERACY GROUP	04/02/2025	Regular	0.00	185.00	1150566
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
031925	Invoice	03/19/2025	125/21922/SECURITY DEPOSIT/RENTAL FE	0.00	185.00	
125-000-470020		Rental Fee/Comm Ctr		125/21922/SECURITY DEP	100.00	
125-210-111510		Security Deposit/Comm C		125/21922/SECURITY DEP	85.00	
08900	XEROX CORPORATION	04/02/2025	Regular	0.00	2,140.34	1150567
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
022933642	Invoice	02/01/2025	125/20652/CUST #715343448/JP #3/PO 4	0.00	208.89	
125-420-581813		Copier/Printer		125/20652/CUST #715343	208.89	
023112925	Invoice	03/01/2025	125/21396/CUST #720662576/DA/PO 47	0.00	458.02	
125-416-581813		Copier/Printer		125/21396/CUST #720662	458.02	
023112930	Invoice	03/01/2025	125/21921/CUST #725759807/ENVIRON	0.00	178.54	
125-443-581813		Copier/Printer		125/21921/CUST #725759	178.54	
023219445	Invoice	03/13/2025	125/21717/CUST #725720353/SO/PO 462	0.00	258.77	
125-516-581813		Copier/Printer		125/21717/CUST #725720	258.77	
023219446	Invoice	03/13/2025	125/21719/CUST #725720353/SO ADMIN	0.00	247.13	
125-516-581813		Copier/Printer		125/21719/CUST #725720	247.13	
023219447	Invoice	03/13/2025	125/21720/CUST #725720353/SO/PO 462	0.00	300.87	
125-516-581813		Copier/Printer		125/21720/CUST #725720	300.87	
023219448	Invoice	03/13/2025	125/21718/CUST #725720353/SO COMM	0.00	401.11	
125-517-581813		Copier/Printer		125/21718/CUST #725720	401.11	
023219449	Invoice	03/13/2025	125/21715/CUST #725720353/SO/PO 462	0.00	87.01	
125-516-581813		Copier/Printer		125/21715/CUST #725720	87.01	
02309	XPERNET SERVICES, INC	04/02/2025	Regular	0.00	34,859.00	1150568
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
25055260	Invoice	04/01/2025	125/21887/MaaS360 MANAGEMENT DEV	0.00	714.00	
125-411-542505		County Cell Phone		125/21887/MaaS360 MAN	714.00	
25055262	Invoice	04/01/2025	125/21888/IT SERVICES/APRIL	0.00	23,890.00	
125-441-540900		Prof Consultant Services		125/21888/IT SERVICES/A	23,890.00	
25055263	Invoice	04/01/2025	125/21889/EVENT MANAGEMENT/APRIL	0.00	4,600.00	
125-411-542505		County Cell Phone		125/21889/EVENT MANA	4,600.00	
25055264	Invoice	04/01/2025	125/21890/BACKUP SERVICES/APRIL	0.00	5,655.00	
125-441-540905		Recovery & Retention		125/21890/BACKUP SERVI	5,655.00	
21499	YOUTH OPPORTUNITY INVESTMENT	04/02/2025	Regular	0.00	16,604.88	1150569
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
19698-1	Invoice	01/31/2025	125/21493/INV #19698-1/JUV PROB/PO 4	0.00	73.12	
125-507-565000		Short Term Detention		125/21493/INV #19698-1/	73.12	
19775	Invoice	02/28/2025	125/21748/INV #19775/JUV PROB/PO 47	0.00	8,265.88	
125-507-565510		Long Term Detention (TJJ		125/21748/INV #19775/JU	8,265.88	
19776	Invoice	02/28/2025	125/21494/INV #19776/JUV PROB/PO 46	0.00	8,265.88	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
125-507-565500	Long Term Detention		125/21494/INV #19776/JU		8,265.88	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	398	162	0.00	914,455.16
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	398	**163**	**0.00**	**914,455.16**

Fund Summary

Fund	Name	Period	Amount
998	POOLED CASH	4/2025	914,455.16
			914,455.16

Waller County, TX

Check Register

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By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
14899	ENTERPRISE FM TRUST	04/02/2025	Regular	0.00	91,494.64	1150570

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key / Item Description		Dist Amount
FBN5267514 - CO	Invoice	03/05/2025	125/21945/CUST #576400/CO JUDGE/PO	0.00	1,022.15
125-440-587523		Fleet Management Lease	125/21945/CUST #576400		1,022.15
FBN5267514 - CO	Invoice	03/05/2025	125/21945/CUST #576400/CONST PCT #1	0.00	32.50
125-511-587523		Fleet Management Lease	125/21945/CUST #576400		32.50
FBN5267514 - CO	Invoice	03/05/2025	125/21945/CUST #576400/CONST PCT #2	0.00	25.00
125-512-587523		Fleet Management Lease	125/21945/CUST #576400		25.00
FBN5267514 - CO	Invoice	03/05/2025	125/21945/CUST #576400/CONST PCT #3	0.00	25.00
125-513-587523		Fleet Management Lease	125/21945/CUST #576400		25.00
FBN5267514 - CO	Invoice	03/05/2025	125/21945/CUST #576400/CONST PCT #4	0.00	974.58
125-514-587523		Fleet Management Lease	125/21945/CUST #576400		974.58
FBN5267514 - DA	Invoice	03/05/2025	125/21945/CUST #576400/DA/PO 45942	0.00	249.49
125-416-587523		Fleet Management Lease	125/21945/CUST #576400		249.49
FBN5267514 - DI	Invoice	03/05/2025	125/21945/CUST #576400/DIRECTOR OF	0.00	917.84
125-401-587523		Fleet Management Lease	125/21945/CUST #576400		917.84
FBN5267514 - EN	Invoice	03/05/2025	125/21945/CUST #576400/ENVIRONMEN	0.00	619.74
125-443-587523		Fleet Management Lease	125/21945/CUST #576400		619.74
FBN5267514 - F	Invoice	03/05/2025	125/21945/CUST #576400/FM/PO 45936	0.00	4,631.16
125-509-587523		Fleet Management Lease	125/21945/CUST #576400		4,631.16
FBN5267514 - JP	Invoice	03/05/2025	125/21945/CUST #576400/JP #2/PO 4594	0.00	991.52
125-419-587523		Fleet Management Lease	125/21945/CUST #576400		991.52
FBN5267514 - JU	Invoice	03/05/2025	125/21945/CUST #576400/JUV PROB/PO	0.00	1,505.56
125-506-587523		Fleet Management Lease	125/21945/CUST #576400		1,505.56
FBN5267514 - R&	Invoice	03/05/2025	110/21945/CUST #576400/R&B/PO 4593	0.00	13,207.67
110-530-587523		Fleet Management Lease	110/21945/CUST #576400		13,207.67
FBN5267514 - SO	Invoice	03/05/2025	125/21945/CUST #576400/SO/PO 47271	0.00	67,292.43
125-516-587523		Fleet Management Lease	125/21945/CUST #576400		67,292.43

10758	INNOVATIVE COMMUNICATION SYS	04/02/2025	Regular	0.00	2,955.94	1150571

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key / Item Description		Dist Amount
312025	Invoice	07/31/2024	125/22113/CUST #C29559/IT/PO 47464	0.00	2,868.44
125-441-540900		Prof Consultant Services	125/22113/CUST #C29559		2,868.44
318392	Invoice	12/27/2024	125/22112/CUST #C14181/IT/PO 47464	0.00	87.50
125-441-540900		Prof Consultant Services	125/22112/CUST #C14181		87.50

11301	MAGNOLIA FUNERAL HOME INC	04/02/2025	Regular	0.00	1,295.00	1150572

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key / Item Description		Dist Amount
021825	Invoice	02/18/2025	125/21068/TRANSPORT/CC 04.02.2025	0.00	1,295.00
125-423-540705		Transport To Morgue	125/21068/TRANSPORT/C		1,295.00

21490	ONLY 1 RENTALS, LLC	04/02/2025	Regular	0.00	4,166.31	1150573

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
33155	Invoice	12/31/2024	110/21243/CUST #C14069/R&B/PO 4741	0.00	4,166.31	
110-530-581815		Equipment Rental		110/21243/CUST #C14069	4,166.31	
20320	PCN STRATEGIES, INC	04/02/2025	Regular	0.00	8,504.40	1150574
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
18720	Invoice	12/31/2024	125/20885/CUST#WC503/CC	12.11.2024	0.00	8,504.40
125-600-581400		Vehicle		125/20885/CUST#WC503/	8,504.40	
20235*	TELOMACK CABLING SOLUTIONS	04/02/2025	Regular	0.00	2,147.50	1150575
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1213C	Invoice	12/04/2024	125/18893/INV#1213C	0.00	1,312.50	
125-441-581700		Equipment		125/18893/INV#1213C	1,312.50	
1214C	Invoice	12/03/2024	125/18892/INV#1214C	0.00	835.00	
125-441-581700		Equipment		125/18892/INV#1214C	835.00	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	20	6	0.00	110,563.79
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	20	**6**	**0.00**	**110,563.79**

Fund Summary

Fund	Name	Period	Amount
998	POOLED CASH	4/2025	110,563.79
			110,563.79

Proclamation: Child Abuse Awareness and Prevention Month, April 2025

Whereas, every child deserves to grow up in a safe, loving permanent home where his or her physical, emotional and educational needs are fully met thereby giving the child an opportunity to realize his or her full potential;

Whereas, preventing child abuse and neglect is a community epidemic that depends upon the education and involvement of citizens from every sector of the community;

Whereas, in 2024, **53,543** children in Texas, including **48** in Waller County, were confirmed as victims of abuse or neglect;

Whereas, in 2024, there were **99** child abuse-related fatalities in Texas; when even one child's death is too many;

Whereas, in 2024, **29,500** children in Texas were in the care and custody of the Texas Department of Family and Protective Services because of evidence of abuse and neglect.

Whereas, a child's journey in the child protection system can be traumatic and overwhelming as that child has been removed from his or her home and placed with strangers often in a different county away from his or her school, friends, place of worship and the only life they have ever known;

Whereas, the impact of abuse and neglect has long-term personal, economic and social costs; therefore, hurting Texas' future;

Whereas, CASA for Kids of South Central Texas, Child Protective Services, Waller County Child Welfare Board, Child Advocacy Centers, Foster Parents, Teachers and others work to ensure that children in our community have the opportunity to grow up in safe, loving permanent homes;

Whereas, Court Appointed Special Advocates® – CASA Advocates – are assigned by the court to speak up for a child's best interest and be a voice for that child in the courts;

Whereas, every child in care deserves a CASA Advocate, but half the children in care do not have a CASA Advocate;

Therefore, I hereby proclaim April as Child Abuse Prevention and Awareness Month in Waller County and commend all organizations, including CASA for Kids of South Central Texas, CASA Volunteer Advocates, Child Protective Services staff and Waller County Child Welfare Board for their commitment and dedication to preventing abuse and mitigating the devastating effect of abuse and neglect by serving children who have been victimized.

I further call upon all citizens, community agencies, faith groups, schools, government agencies and businesses to increase their participation in efforts to support families and prevent child abuse, thereby strengthening our entire community on this, the 2nd Day of April 2025.

Carbett "Trey" J. Duhon III
Waller County Judge

John Amsler, Commissioner, Pct. 1

Walter E. Smith Commissioner, Pct.2

Kendric D. Jones, Commissioner, Pct. 3

Justin Beckendorff, Commissioner, Pct. 4

WALLER COUNTY PROCLAMATION

TO HONOR AND COMMEND VOLUNTEERISM TO SCOUTING

FREDERICK V. ROBERTS

WHEREAS, the Commissioners Court of Waller County wish to recognize Fredrick Roberts for his dedication to the Boy Scouts of America; and

WHEREAS, Fredrick V. Roberts, has been awarded prestigious Silver Beaver Award by the Boy Scouts of America, the highest award for volunteerism to scouting; and

WHEREAS, Frederick V. Roberts has demonstrated unselfish and effective service to his community and organization; and

WHEREAS, Frederick V. Roberts contributions to the city of Prairie View and the Boy Scouts of America servers as an inspiration to both Scouts and fellow volunteers; and

WHEREAS, the Commissioners Court finds Mr. Frederick V. Roberts to be of high honor and deserving of commendation we here by thank him for his remarkable achievements and his service to the public.

NOW THEREFOR BE IT RESOLVED, we the Waller County Commissioners Court honor Frederick Roberts and proclaim this day April, 2nd 2025 as Boy Scouts of America Troop 1906 day.

PASSED and APPROVED on April 02, 2025.

Carbett "Trey" J. Duhon III
Waller County Judge

John Amsler, Commissioner, Pct. 1

Walter E. Smith Commissioner, Pct.2

Kendric D. Jones, Commissioner, Pct. 3

Justin Beckendorff, Commissioner, Pct. 4

WALLER COUNTY PROCLAMATION

HONORING EAGLE SCOUT

JEREMIAH THOMAS

WHEREAS, the Commissioners Court of Waller County wish to recognize Jeremiah Thomas completing all the necessary tasks required for attaining the prestigious rank of Eagle Scout; and

WHEREAS, Jeremiah Thomas has now awarded the rank of EAGLE SCOUT, the highest honor given by the Boy Scouts of America; and

WHEREAS, Jeremiah Thomas' commitment to environmental conservation, which was featured in his Eagle Scout project where he installed three bird houses at the Gertrude Tapscott Park, has provided a great asset to the park; and

WHEREAS, at a time when the youth of our country face tremendous challenges, the Boy Scouts of America is one of the nation's greatest assets, providing young people, ages six to twenty, with an educational program geared toward character development, citizenship training, and improved mental and physical fitness; and

WHEREAS, that we hereby honor and commend Jeremiah Thomas on becoming an Eagle Scout and wish him much continued success in his future endeavors.

NOW THEREFORE BE IT RESOLVED, we the Waller County Commissioners Court honor Eagle Scout Jeremiah Thomas and proclaim this day April 2nd, 2025 as Boy Scouts of America Troop 1906 day.

PASSED and APPROVED on April 02, 2025.

Carbett "Trey" J. Duhon III
Waller County Judge

John Amsler, Commissioner, Pct. 1

Walter E. Smith Commissioner, Pct.2

Kendric D. Jones, Commissioner, Pct. 3

Justin Beckendorff, Commissioner, Pct. 4

WALLER COUNTY PROCLAMATION

HONORING EAGLE SCOUT

CHRISTIAN ROWLAND

WHEREAS, the Commissioners Court of Waller County wish to recognize Christian Rowland for completing the required tasks necessary to earn the prestigious rank of Eagle Scout; and

WHEREAS, Christian Rowland has been awarded the rank of EAGLE SCOUT, the highest honor given by the Boy Scouts of America; and

WHEREAS, Christian Rowland showcased his dedication to literacy and his love of reading through his Eagle Scout project, where he created a portable library with free books in the Gertrude Tapscott Park; and

WHEREAS, at a time when the youth of our country face tremendous challenges, the Boy Scouts of America is one of the nation's greatest assets, providing young people, ages six to twenty, with an educational program geared toward character development, citizenship training, and improved mental and physical fitness; and

WHEREAS, we hereby honor and commend Christian Rowland on becoming an Eagle Scout and wish him much continued success in his future endeavors.

NOW, THEREFORE, BE IT RESOLVED, we the Waller County Commissioners Court honor Eagle Scout Christian Rowland and proclaim this day April 2nd, 2025 as Boy Scouts of America Troop 1906 day.

PASSED and APPROVED on April 02, 2025.

Carbett "Trey" J. Duhon III
Waller County Judge

John Amsler, Commissioner, Pct. 1

Walter E. Smith Commissioner, Pct.2

Kendric D. Jones, Commissioner, Pct. 3

Justin Beckendorff, Commissioner, Pct. 4

RESOLUTION PROCLAIMING APRIL 13 – 19, 2025, AS PUBLIC SAF... TELECOMMUNICATORS WEEK IN WALLER COUNTY

WHEREAS, emergencies that require police, fire or emergency medical services can occur anytime; and

WHEREAS, when these emergencies occur the public will often dial 9-1-1 for assistance; and

WHEREAS, the 14 telecommunicators employed by Waller County, answer those calls for assistance and serve as the first and most critical contact our citizens have with emergency services; and

WHEREAS, the safety of police officers, firefighters, and paramedics that serve our citizens is dependent on the quality and accuracy of information obtained from citizens who use the 9-1-1 system, and

WHEREAS, each public safety telecommunicator has exhibited compassion, understanding and professionalism during the performance of their job in the past year, and

WHEREAS, on October 9, 1991, the Congress of the United States proclaimed the second week of April as 'National Public Safety Telecommunicators Week',

NOW, THEREFORE, BE IT RESOLVED that the Waller County Commissioners Court proclaims the week of April 13 – 19, 2025 as Public Safety Telecommunicators Week, in honor of the men and women whose diligence and professionalism keep our county and citizens safe.

PASSED AND APPROVED by the Waller County Commissioners Court on the 2nd day of April, 2025.

Carbett "Trey" J. Duhon III
Waller County Judge

John Amsler, Commissioner, Pct. 1

Walter E. Smith Commissioner, Pct.2

Kendric D. Jones, Commissioner, Pct. 3

Justin Beckendorff, Commissioner, Pct. 4

Family Resource Services

(A Non-Profit Organization)
Tax ID: 20-8560835

March 7, 2025

Waller County
Honorable Judge Trey Duhon III
425 FM 1488, Suite 106
Hempstead. TX 77484

Dear Judge Duhon,

Family Ties. Family Resource Services has provided services to child victims and their families in Waller County for the past 18 years. With humble beginnings as a grass roots 501(c)3 family crisis center, we have filled the gaps in services provided to this marginal and vulnerable population with trauma informed wrap around services by seasoned and licensed professionals with more than 55 years of experience providing developmentally appropriate treatment for child victims of family violence. sexual violence. bullying, dating violence, child abuse and other crisis issues that have a detrimental impacts and often lead to generational violence. Our multi-pronged approach prioritizing children's trauma, supporting caregiving family members, and providing primary prevention has proven to be incredibly effective in providing quality care and primary prevention that promotes healing at the individual, family, and community level as well as stopping violence before it starts. Since Family Ties' origination the demand for services that recognize children as primary victims and provides trauma informed care at appropriate developmental levels while serving the needs of the entire family has at least doubled each year due to the explosive growth flowing from Hwy 290 and Interstate 10. Family Ties' engages with multiple community partners in Waller County including: Waller ISD, Waller County DA's & Family Law office, Sheriff's Office, local PD's, TDPRS, House of Help, WARM, TXFNE(Texas Forensic Nurse Examiners), United Way along with several other community stakeholders. To accommodate the needs created Family Ties has expanded its services to include a Drop-in Center for youth to help prevent Sexual Exploitation and the Mueller House, a 12 bed, 12 bath facility for youth/young adult who have been victimized, ages 17-22 to provide a stop gap between homelessness, crime, and sexual exploitation has been open now for two years graduating 5 Seniors from High School and another 3 expected to graduate this year. Through our partnership with the United Way, we are able to provide Flexible Funding to families that are at risk of becoming homeless, having difficulty maintaining utilities, and other basic needs who reside in Waller County. All of our programs and services are intentional and are intended to provide true wrap-round services. Although our services are typically geared to providing victim services, our agency is seen as a place where anyone in the community can come for help. Family Ties appreciates Waller County recognizing our commitment by allocating funds in its 2025 Budget. At this time, we would like to request Family Ties' allocation of $15,000. Thank you for partnering with us in "Providing Hope Through Healing" and creating a community where violence in any form is not tolerated.

Heather M. Stautmeister MA, MS, LPC-S
Executive Director/Therapist

3/07/24
Date

AGREEMENT WITH FAMILY TIES FOR COMMUNITY SUPPORT SERVICES

This Agreement with Family Ties for Community Support Services ("Agreement") is entered into by and between Waller County ("County") and Family Ties ("Vendor"), a 501(c)(3) nonprofit organization.

WHEREAS, COUNTY has the authority to enter into contracts with Family Ties for community support services, including treatment for victims of family violence, sexual assault, and child abuse; and

WHEREAS, VENDOR, desires to enter into such a contract for the provision of community support services to victims of violence and abuse.

IT IS THEREFORE AGREED THAT:

1. **VENDOR** will furnish community support services to victims of violence and abuse in Waller County.

2. **VENDOR** will provide personnel that are adequately trained or certified.

TERM

THE TERM OF THIS AGREEMENT shall commence on January 1, 2025 and continue for one year until December 31, 2025. This Agreement may be cancelled only by thirty (30) days advanced written notice given by the party desiring cancellation showing good cause for the cancellation of same, either party may request a hearing to give reasons for the cancellation of same, within thirty (30) days of receipt of notice desiring cancellation addressed to:

COUNTY:

Waller County Judge
425 FM 1488, Suite 106
Hempstead, TX 77445

VENDOR:

Family Ties
2114 Fields Store Road
Waller, TX 77484

Family Ties shall indemnify and save harmless **COUNTY** and its agents and employees from all suits, actions, or claims of any character, type or description, brought or made for or on account of, any injuries or damages received or sustained by any person or property, arising out of, or occasioned by, the acts of **VENDOR** or its agents or employees, in the execution or performance of this contract.

NO MONIES paid to **VENDOR** shall be expended for any purpose other than for the provision of education, prevention and intervention of domestic violence and other family crisis issues.

VENDOR shall keep detailed financial records and shall submit to the Waller County Commissioners Court an annual financial report itemizing all income and expenditures.

ALL BOOKS AND RECORDS of Family Ties shall be open for audit, during normal business hours, to the Waller County Auditor, and to such persons as may be given that authority, in writing by the Waller County Auditor of the Waller County Commissioners Court.

VENDOR shall furnish to the **COUNTY** a copy of its Certificate of Liability Insurance stating the amount of liability coverage carried by the **VENDOR.**

THIS AGREEMENT is effective upon acceptance by order of the Waller County Commissioners Court.

FAMILY TIES

Executive Director

Attested by:

Secretary

Date

WALLER COUNTY

County Judge

Attested by:

County Clerk

April 2, 2025

Date

THE STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN

WALLER COUNTY, TEXAS AND URBAN TWINWOOD, LP

This Agreement is entered into by and between the County of Waller, Texas, duly acting herein by and through the County Judge ("County"), and Urban Twinwood, LP, ("Owner"), a Texas limited partnership with its principal place of business at 2110 Grandway Dr., Katy, Texas 77449, which is the owner, of the taxable real property located within Waller County Twinwood Business Park Reinvestment Zone 12 (reauthorized May 10, 2023), and is entered into as of the last day of signature affixed hereto (the "Effective Date").

RECITALS:

WHEREAS, on 10th day of May, 2023 the County passed an Order establishing a Reinvestment Zone for commercial/industrial tax abatement ("Order"), as authorized by Texas Tax Code Chapter 312, herein attached as Exhibit "C"; and

WHEREAS, the County has previously adopted the Waller County Tax Abatement and Incentive Policy Guidelines & Criteria ("Policy") governing tax abatement agreements and reinvestment zones; and

WHEREAS, the Policy constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the County; and

WHEREAS, the County has adopted a resolution stating that it elects to participate in tax abatement; and

WHEREAS, in order to maintain and/or enhance the commercial/industrial economic and employment base of County, to otherwise further the goals of the policy previously adopted by County, and for the long-term benefit of the County;

NOW THEREFORE, the PARTIES do hereto mutually agree as follows:

COVENANTS AND AGREEMENTS:

1. The Agreement Term begins on the Effective Date, and continues through and until December 31, 2027.
2. The Premises is the parcel of land legally described on Exhibit A, which is attached hereto and incorporated herein, and on which the Improvements (defined hereafter) will be made.
3. Owner shall ensure a prospective lessee/buyer for the Spec Buildings (as such term is defined in the County's current Policy) at the Premises is diligently and faithfully sought.
4. County and Owner agree that if a lessee/buyer does not lease the Spec Building at the Premises before the end of Year (2) of this abatement Agreement, said Agreement will hereby immediately terminate.
5. For purposes of this Agreement, the period from (i) January 1, 2026 through and including December 31, 2026 shall be referred to as Year (1), and (ii) January 1, 2027 through and including December 31, 2027 shall be referred to as Year (2).
6. Upon Owner entering into a lease with a lessee, or sales agreement with a buyer, this Agreement may be terminated, amended, or replaced on mutually acceptable terms by a written instrument duly executed by County and Owner, based on the results of the Economic Impact Analysis as required in the County's then-current Policy.

7. A separate agreement may be made between the County and each lessee or buyer for specified new personal property, except inventory, the terms of which will be determined by the Economic Impact Analysis as required by the County's then-current Policy.

8. The improvements Owner shall make to the Premises, including the Spec Building, shall be referred to as the Improvements, and the Improvements shall be of the kind, number, and location specifically described in Exhibit B, which is attached hereto and incorporated herein. Notwithstanding the foregoing, Owner may amend the Improvements designated in Exhibit B with the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. Such amendment is subject to the notice requirements of Texas Tax Code Chapter 312.

   a. The Improvements include one tilt wall Spec Building of approximately 43,680 square feet, which is the commercial building described in Exhibit B. The Spec Building, shall have a total appraised value of at least $3,000,000 by the beginning of Year (1).

   b. Owner shall ensure the Improvements are diligently and faithfully undertaken and completed in a good and workmanlike manner, in compliance with all applicable federal, state, and local laws and regulations.

   c. Notwithstanding Section 8(a) above, Owner shall have additional reasonable time to complete the Improvements in the event of "force majeure," if Owner is diligently and faithfully pursuing completion of the Improvements. "Force majeure" shall mean any contingency or cause beyond the reasonable control of Owner including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes.

9. Owner shall, until the expiration of this Agreement or until a lessee or buyer occupies the building, continuously operate (or cause to be operated) and maintain the Improvementsas a Spec Building.

10. Owner shall, in writing and until the expiration of this Agreement, annually certify compliance with this Agreement to the County.

11. For the duration of this Agreement, Owneris not required to employ persons as part of this Agreement.

12. It is understood and agreed among the Parties that the Improvements shall be appraised at market value for property tax purposes beginning January 1, 2026, including the value of any partially completed Improvements.

    a. If there are no Improvements on the Premises on January 1, 2026, and if Owner's failure to make Improvements is not excused under Section 8(c), then this Agreement is subject to termination by the County as if a default had occurred under section 15, and there shall be no tax abatement for the tax year beginning January 1, 2026.

    b. Beginning January 1, 2028 and continuing each year thereafter, the Premises and any and all Improvements shall be appraised at market value effective January 1 of each tax year.

13. Owner agrees to confirm the Premises and Improvements for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing the appropriate forms.

14. Subject to the terms and conditions of this Agreement, and subject to the rights of the holders of any outstanding bonds of the County, a portion of the ad valorem property taxes

which would otherwise be owed to the County for the Improvements shall be abated for a period of two years beginning January 1, 2026 and ending on December 31, 2027 (the "Abatement Period").

a. Said abatement shall be in an amount equal to the percentages listed in the following table:

Year 1 (2026) – 100%
Year 2 (2027) – 100%

b. Said abatement on the Improvements located at the Premises shall terminate if not occupied by a lessee or buyer by December 31, 2027. In such an event, Owner is fully liable for all ad valorem property taxes owed to County beginning January 1, 2028. Year (1) and Year (2) ad valorem property taxes will not be payable by Owner if the Spec Building is not leased by the end of Year (2).

c. The abatement percentages in Section 14(a) above shall be applied to the taxes assessed for each year during the abatement period over the base value of the Premises and Improvements in the year in which this Agreement is entered. The Parties understand and agree that the percentages in Section 14(a) above only apply to Improvements that are eligible for abatement under Texas law.

d. Owner shall have the right to protest any appraisals of the Premises, Improvements, or any portion thereof, during the term of this Agreement. Nothing in this Agreement shall affect Owner's right to protest and/or contest any taxes assessed on the Premises and any and all Improvements, and the abatement percentages shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

e. If the certified appraised value of the real property Improvements is reduced, regardless of the initial appraised value, as the result of Owner's protest, then the percentage of abatement granted herein will be adjusted downward by the same percentage, then rounded upward to the nearest whole percentage. For example, if a protest results in the reduction of the certified appraised value by 6.6%, then the percentage of the tax abatement granted in any given year under this Agreement would be decreased by the same percentage rounded to the nearest whole number, thereby reducing the abatement by 7%.

DEFAULT:

15. Owner shall be in default if any of the following occurs:

a. Improvements are not completed in accordance with this Agreement, including its exhibits, as may be amended in accordance with the terms of this Agreement;

b. Owner fails to timely file annual renditions for the Premises and any and all Improvements;

c. Owner allows its ad valorem taxes on any of its property that is owed to the County, or any other taxes owed to any other taxing entity located in whole or in part in the County, to become delinquent without timely and properly following the legal procedures for protest and/or contest of any such taxes;

d. Owner operates the Premises or Improvements (or causes or allows the Premises or Improvements to be operated) in violation of public health and safety laws, or allows the Premises or Improvements or any part thereof to become a public nuisance; or

e. Owner fails to comply with or violates any other part of this Agreement.

16. In the event that Owner defaults as described in section 15 above, the County shall give Owner written notice of such default. If Owner has not cured such default within sixty (60) days of said written notice, this Agreement may be terminated by the County. Notice shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested to Owner or its designated representative.

a. Any notice or certification to be provided pursuant to this Agreement shall be made to the following persons, unless a substitute representative is designated in writing:

COUNTY	OWNER
Carbett "Trey" J. Duhon III	Urban Twinwood, LP
County Judge	2110 Grandway Dr.
425 FM 1488 Suite 106	Katy, TX 77449
Hempstead, Texas 77445	

17. In the event of default or termination, the Parties acknowledge that actual damages would be speculative and difficult to determine and/or calculate. Accordingly, in the event of default or termination, as liquidated damages, Owner shall owe all taxes which would have been paid to the County in the absence of this Agreement for all years during the Abatement Period, and all such taxes shall be paid to the County within sixty (60) days of the expiration of the cure period described in Section 16 above.

a. In addition to any amounts due under Section 17 above, interest on any such amounts shall be charged at the statutory rate for delinquent taxes, as determined by Chapter 33 of the Texas Tax Code

b. Notwithstanding Section 17(a) above, in the event of default or termination, no penalty shall be charged under Chapter 33 of the Texas Tax Code.

c. If the County terminates this Agreement, no abatements for the Premises or Improvements in future years will be allowed.

18. Notwithstanding Section 17 above, if Owner completes the Improvements in compliance with this Agreement, but subsequently fails to operate (or cause to be operated) and maintain the Premises or Improvements in accordance with this Agreement, then Section 17 shall not apply to require payment of taxes which would have been paid to the County in the absence of this Agreement for all years during the Abatement Period, unless Owner was not in compliance with this Agreement during those years. Instead, Owner shall only be liable to the County for those taxes which are assessed for the tax years in which Owner ceases to operate (or cause to be operated) and maintain the Premises or Improvements in accordance with this Agreement

MISCELLANEOUS:

19. The County represents and warrants that the Premises does not include any property that is owned by a member of the Waller County Commissioners Court, or owned by any party responsible for the approval of this Agreement.

20. The terms and conditions of this Agreement are binding upon the permitted successors and assigns of all Parties.

a. Except for any collateral assignment to any lender of Owner, this Agreement cannot be assigned by Owner without the County's written consent, which shall not be unreasonably withheld. In order to assign this Agreement, the following conditions must be met: i) the Waller County Commissioners Court must have consented to the assignment by official act at one of its regularly scheduled meetings, ii) notice of the assignment must by publicly posted by the County for 30 days prior to the

regularly scheduled Commissioners Court meeting where consent to the assignment will be considered, iii) the assignee must explicitly accept all of assignor's obligations under this Agreement, iv) the assignor must retain all of its obligations under this Agreement until the assignment becomes effective, v) the assignment must be executed by both the assignor and assignee, and vi) the assignor must provide the County with a fully executed assignment agreement not later than ten (10) business days prior to the date the Commissioners Court will consider consenting to the assignment. If Owner fails to comply with these conditions, then County may, in its sole discretion, terminate this Agreement.

b. If any lender of Owner becomes the owner of the Premises as a result of a foreclosure, deed-in-lieu of foreclosure or otherwise, notwithstanding anything in this Agreement to the contrary, such lender shall not be liable for any amounts under this Agreement except for the taxes which would have been paid to the County in the absence of this Agreement for the years during which this Agreement was in effect or, if Section 18 is applicable, then such lender shall only be liable for the amounts for which Owner is liable under Section 18.

c. Owner understands and agrees that an entity must be entitled to a tax abatement on January 1 in order to claim the exemption for that tax year. If an entity is not entitled to the benefits of this Agreement on January 1 of any given tax year during the Abatement Period, then the entity may not receive the abatement for that year. The County is not responsible for ensuring that an assignment is effective prior to January 1 of any given tax year, or for ensuring that any assignee is entitled to the benefits of this Agreement. An assignee shall not be entitled to the benefits of this

Agreement unless the provisions of this Section 20 have been complied with before January 1 of the applicable tax year.

21. Owner shall not subdivide, grant, sell, lease, or otherwise convey the Premises or Improvements, or a portion thereof without first providing 30 day written notice of the intended act. If Owner fails to provide the 30 day written notice, the County may, in its sole discretion, terminate this Agreement without providing Owner the opportunity to cure, but subject to the notice provision in Section 16.

22. This Agreement may be replaced by a subsequent Tax Abatement Agreement consistent with County's Policy, provided that a qualifying lessee/buyer, County, and Owner, in the event of a lease, are able to come to a mutually acceptable agreement. The tax abatement provided by any subsequent AGREEMENT SHALL BE BASED ON THE MERITS OF AN ECONOMIC IMPACT ANALYSIS AND APPLIED CONSISTENTLY WITH THEN-CURRENT COUNTY POLICIES.

23. This Agreement does not inure to the benefit of any third parties.

24. It is understood and agreed between the Parties that Owner is acting independently in the performance of its obligations hereunder, and the County assumes no responsibilities or liabilities for Owner's performance of this Agreement. Owner agrees to defend, indemnify, and hold harmless the County, including but not limited to the County's officials, officers, employees, agents, and affiliates, and the affiliated appraisal district, from any and all claims, losses, damages, injuries, suits or judgments relating to Owner's performance of this Agreement or Owner's construction, operation, or maintenance of the Premises or Improvements.

25. Owner agrees that both the County and the Waller County Appraisal District, and their agents or employees shall have the reasonable right of access to the Premises and Improvements to ensure that the Improvements have been made and are being made in accordance with this Agreement. After completion of the Improvements, the County and the Waller County Appraisal District shall have the continuing right of access to ensure that the Premises and Improvements are thereafter maintained and operated in accordance with this Agreement, during the term of this Agreement. However, the County will neither inspect for nor ensure that Owner is in compliance with federal, state, or local laws or regulations. The County's inspections, if any, shall not constitute an acknowledgment or certification to Owner or any third party that Owner is in compliance with federal, state, or local laws or regulations.

26. This Agreement shall be construed and interpreted in accordance with Texas law, and it is performable in Waller County, Texas. Should any part of this Agreement be found unenforceable by a court of competent jurisdiction, all other parts of this Agreement shall continue in full force and effect, and this Agreement shall be reformed to as closely as possible reflect the original terms of this Agreement.

27. This Agreement was authorized by the Commissioners Court of Waller County, Texas at a meeting on April 2, 2025, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Waller County, Texas.

28. Venue for disputes arising under or related to this Agreement shall lie exclusively in Waller County, Texas.

29. All amendments and additions to this Agreement and its Exhibits must be duly acted upon and approved in writing by the Waller County Commissioners Court.

30. Signatories to this Agreement represent and warrant that they have authority to bind the respective Parties.

31. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

For County:

County Judge
425 FM 1488 Suite 106
Hempstead, Texas 77445

For Urban Twinwood, LP:

Attn: Don Weaver
2110 Grandway Drive
Katy, TX 77449

Either party may designate a different notice party or address by giving the other parties at least ten (10) days written notice in the manner prescribed above.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

This Agreement is executed as of the date of the last signature affixed hereto.

WALLER COUNTY

Carbett "Trey" Duhon III
Waller County Judge

APR 0 2 2025
Date

ATTEST:

Debbie Hollan
Waller County Clerk

APR 0 2 2025
Date

URBAN TWINWOOD, LP
By: Urban Twinwood GP, LLC

By: Don Weaver
Title: Manager

3/24/25
Date

EXHIBIT A

Premises – the approximately 5.199 acre parcel of land in Waller County, Texas that is identified as Reserve 15C of the Final Replat of Twinwood Commerce Center recorded as Instrument Number 2402241 of the Deed Records of Waller County, Texas.

STATE OF TEXAS
COUNTY OF WALLER

WE, DON WEAVER, MANAGER AND DARLEEN ST. JEAN, VICE PRESIDENT, RESPECTIVELY OF URBAN TWINWOOD, LP, A TEXAS LIMITED PARTNERSHIP, AS OWNERS, PARTNER OF URBAN TWINWOOD GP, LLC, OWNER OF THE PROPERTY SUBDIVIDED, IN THIS PLAT OF REPLAT OF RESERVE 15 TWINWOOD COMMERCE CENTER, SUBDIVISION OF 11.383 ACRES OF LAND SITUATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS, BEING ALL OF RESERVE 15, TWINWOOD COMMERCE CENTER, A SUBDIVISION RECORDED UNDER INSTRUMENT NO. 2302041, MAP RECORDS OF WALLER COUNTY, TEXAS, (HEREINAFTER MEANT, MENTIONED OR REFERRED TO AS SUBDIVISION) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS TWINWOOD COMMERCE CENTER, (HEREINAFTER MEANT, MENTIONED OR REFERRED TO AS SUBDIVISION) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS TWINWOOD COMMERCE CENTER, (HEREINAFTER MEANT, MENTIONED OR REFERRED TO AS SUBDIVISION) TO THE PUBLIC, USE FOREVER, ALL STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN, AND WHERE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE, OR ANY PORTION OF THE STREETS, OR DRAINAGE EASEMENTS SO CONFORM TO THE GRADES, AND SAID DEDICATED, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES, UNLESS OTHERWISE INDICATED, ADDITIONAL EASEMENTS, THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR ELEVEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SEVEN FEET (7' 0") FRONT GROUND EASEMENTS FROM A PLANE TWENTY FEET (20' 0") ABOVE THE GROUND LEVEL ELEVATION, LOCATED ADJACENT TO AND ALONGSIDE SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT SHALL TWENTY ONE FEET, SIX INCHES (21' 6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES WITH ITS UNDERGROUND FACILITIES, SIDEWALK, AS SHOWN, EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 6") FOR TEN FEET (10' 6") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 6") FOR FOURTEEN FEET (14' 6") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 6") FOR SEVENTEEN FEET (17' 6") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE, SIXTEEN FEET (16' 0") ABOVE THE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ALONGSIDE SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT SHALL TWENTY FEET (20' 0") IN WIDTH.

FURTHER, ALL OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING PLAT SHALL BE RESTRICTED IN ITS USE, WHICH RESTRICTIONS SHALL RUN WITH THE TITLE TO THE PROPERTY AND SHALL BE ENFORCEABLE BY ANY PROPERTY OWNER, BY WALLER COUNTY, OR ANY OTHER PERSON, BY BOUND ON AS FOLLOWS:

1. TREE REMOVAL OF BEFORE TRAILS AND ROADS, STREETS, ALLEYS, OR PUBLIC DITCHES, STREAMS ETC. EITHER DIRECTLY OR INDIRECTLY IS STRICTLY PROHIBITED.
2. ALL STOCK ANIMALS, HORSES, AND FOWL SHALL BE FENCED IN AND NOT ALLOWED TO RUN AT LARGE IN THE SUBDIVISION.
3. DRAINAGE STRUCTURES UNDER PRIVATE DRIVES SHALL HAVE A 4.83 NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER AND SHALL BE A MINIMUM OF ONE AND ONE QUARTERS (1-1/4) SQUARE FEET (18" DIAMETER PIPE). REINFORCED CONCRETE PIPE, UNLESS SPECIFIED BY THE COUNTY ROAD ADMINISTRATOR, OR COUNTY ENGINEER. CULVERTS AND BRIDGES MUST BE USED FOR ALL DRAINAGE, AND/OR VALLEY, FLOODWAY OR STYLE DRAINAGE ARE DISCOURAGED WHERE APPROPRIATE.
4. PROPERTY OWNERS WILL OBTAIN DEVELOPMENT PERMITS/PERMIT EXEMPTIONS FROM THE COUNTY FLOOD PLAIN ADMINISTRATOR FOR ALL DEVELOPMENT.
5. THE PROPERTY SUBDIVIDED HEREIN IS FURTHER RESTRICTED IN ITS USE AS SPECIFIED IN THE SUBDIVISION RESTRICTIONS AS FILED SEPARATELY FOR RECORD AT PAGE VOLUME _____ OF THE DEED RECORDS OF WALLER COUNTY, TEXAS, A COPY OF SAID RESTRICTIONS SHALL BE FURNISHED BY THE ATTORNEYS URBAN TWINWOOD, LP, A TEXAS LIMITED PARTNERSHIP, AND LOCATING THE PLACE OF BUSINESS OF URBAN TWINWOOD GP, LLC, OF ALL PURCHASERS OF EACH AND EVERY LOT IN THE SUBDIVISION PRIOR TO CULMINATION OF EACH SALE.
6. THERE ARE NO UNDERGROUND PIPELINES WITHIN THE CONFINES OF THIS SUBDIVISION UNLESS AS SHOWN ON THE ABOVE PLAT.
7. WATER WELLS AND ON SEWAGE DISPOSAL SYSTEMS OF ANY KINDS SHALL CONSTRUCTED WITHIN 200 FEET OF ANY LOT LINE THAT DOES NOT ABOVE A PUBLIC ROAD.

IN TESTIMONY WHEREOF, THE URBAN TWINWOOD, LP, A TEXAS LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY URBAN TWINWOOD GP, LLC, A TEXAS LIMITED PARTNERSHIP, AS GENERAL PARTNER, ITS MANAGER, DON WEAVER, ITS VICE PRESIDENT, DARLEEN ST. JEAN, ATTESTED BY ITS VICE PRESIDENT, DARLEEN ST. JEAN, AND ITS SEAL, THIS 15th DAY OF December, 2023.

URBAN TWINWOOD, LP,
A TEXAS LIMITED PARTNERSHIP

BY: URBAN TWINWOOD GP, LLC,
AS GENERAL PARTNER

BY: _____
DON WEAVER, MANAGER

ATTEST: _____
DARLEEN ST. JEAN, VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DON WEAVER, MANAGER, AND DARLEEN ST. JEAN, VICE PRESIDENT OF URBAN TWINWOOD, LP, A TEXAS LIMITED PARTNERSHIP, AS GENERAL PARTNER OF URBAN TWINWOOD GP, LLC, KNOWN TO ME, TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENTS, AND ACKNOWLEDGED TO THE FOREGOING INSTRUMENTS, AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF THE CORPORATION, FOR THE PURPOSES AND CONSIDERATIONS EXPRESSED, AND IN THE CAPACITIES STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 15th DAY OF December 2023.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

THIS IS TO CERTIFY THAT I, AARON C. FERGUSON, A REGISTERED PROFESSIONAL LAND SURVEYOR, THE AUTHOR OF THESE PLANS, HAVE PLOTTED THE BOUNDARIES OF THIS ADDITION SURVEY ON THE GROUND AND THAT ALL BLOCK CORNERS, LOT CORNERS, POINTS OF CURVATURE, REFERENCE MONUMENTS HAVE BEEN SET, THAT PERMANENT CONTROL POINTS WILL BE SET AT COMPLETION OF CONSTRUCTION AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP (FIRM) NO. 48473C0265E, EFFECTIVE DATE FEBRUARY 18, 2009, THE SUBJECT TRACT LIES WITHIN ZONE "X" (SHADED) (DESIGNATED BY MS. WATSON), THE B.C.B. LENNOX, ANDREW, LOWRIDE FLOODPLAIN)

_____ 12/14/23
AARON C. FERGUSON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6601

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED AARON C. FERGUSON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 14th DAY OF December 2023.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, SALIM OREBI, A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF WALLER COUNTY TO THE BEST OF MY KNOWLEDGE.

_____
SALIM OREBI, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 118998

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SALIM OREBI, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 18th DAY OF December 2023.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

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1. IT IS TO BE UNDERSTOOD THAT THE APPROVAL OF THE PRELIMINARY PLAT BY THE DISTRICT DOES NOT CONSTITUTE OFFICIAL ACCEPTANCE OF THE PROPOSED DEVELOPMENT BY THE DISTRICT BUT DOES CONSTITUTE AN AUTHORIZATION TO BEGIN AND PROCEED WITH THE PREPARATION OF THE FINAL DRAINAGE PLANS AND PLAT.
2. THE APPLICANT SHALL NOT USE THIS PRELIMINARY APPROVAL TO COMMENCE ANY CONSTRUCTION ACTIVITIES UNTIL THE FINAL DRAINAGE PLANS AND PLAT HAVE BEEN APPROVED AND ACCEPTED IN OFFICIAL ACTIONS BY THE DISTRICT AND FROM ANY GOVERNING ENTITY WITH JURISDICTION.

BROOKSHIRE-KATY DRAINAGE DISTRICT PERMIT NO. 2021-03

APPROVED BY THE BOARD OF SUPERVISORS ON 01-19-2024
DATE

_____
PRESIDENT

_____
SECRETARY

_____
DISTRICT ENGINEER

THE ABOVE HAVE SIGNED THESE PLANS AND/OR PLAT BASED ON THE RECOMMENDATION OF THIS DISTRICT'S ENGINEER WHO HAS REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S "RULES, REGULATIONS, AND GUIDELINES". THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS, AFTER THAT TIME RE-APPROVAL IS REQUIRED. PLEASE NOTE, THIS DOES NOT NECESSARILY MEAN THAT ALL THE CALCULATIONS PROVIDED BY THESE PLANS AND/OR PLATS HAVE BEEN COMPLETELY REVIEWED AND CHECKED FOR ACCURACY. THE ENGINEER AND SURVEYOR, AS THE PROFESSIONAL ENGINEERS LICENSED TO PRACTICE ENGINEERING IN THE STATE OF TEXAS, AND PLAT AND SURVEYORS AND SEALED BY A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF TEXAS, WHICH CONVEYS THE ENGINEER'S AND/OR SURVEYOR'S RESPONSIBILITY AND ACCOUNTABILITY.

I, A. ROSS MCCALL COUNTY ENGINEER OF WALLER COUNTY, CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF WALLER COUNTY.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL WALLER COUNTY PERMIT REQUIREMENTS HAVE BEEN MET.

2-8-24
DATE

_____
A. ROSS MCCALL, P.E.
COUNTY ENGINEER

APPROVED BY COMMISSIONERS COURT OF WALLER COUNTY, TEXAS,
THIS 20th DAY OF February 2024

_____
COUNTY JUDGE

_____	Absent
JOHN A. AMEN	HOMER D. JONES
PRECINCT 1, COUNTY COMMISSIONER	PRECINCT 3, COUNTY COMMISSIONER
_____	_____
WALTER C. SMITH, P.E., R.P.L.S.	JUSTIN BEAUCHAMP
PRECINCT 2, COUNTY COMMISSIONER	PRECINCT 4, COUNTY COMMISSIONER

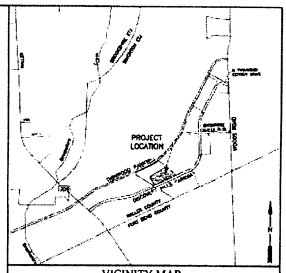
ACCEPTANCE OF THE ABOVE PLAT BY THE COMMISSIONERS COURT DOES NOT, SIGNIFY WALLER COUNTY ACCEPTANCE OF THE DEDICATED ROADS FOR INTEGRATION INTO THE COUNTY ROAD SYSTEM. THE DEVELOPER IS REQUIRED TO COMPLY WITH SECTIONS 3 AND 5 OF THE THEN CURRENT WALLER COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS, IN THIS REGARD.

I, DEBBIE HOLLAN, CLERK OF THE COUNTY COURT OF WALLER COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH THE CERTIFICATE OF AUTHENTICATION THIS FILED FOR REGISTRATION IN MY OFFICE ON THE 23rd DAY OF February 2024 AT 1:05 O'CLOCK P M. IN INSTRUMENT NUMBER 2404241 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT HEMPSTEAD, THE DAY AND DATE LAST ABOVE WRITTEN.

Debbie Hollan
DEBBIE HOLLAN
CLERK OF THE COUNTY COURT
WALLER COUNTY, TEXAS

BY: _____



VICINITY MAP
SCALE: 1" = 2000'

KEY MAP NO. 482 K

FINAL REPLAT OF
TWINWOOD COMMERCE CENTER

A SUBDIVISION OF 11.383 ACRES OF LAND SITUATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS, BEING ALL OF RESERVE 15, TWINWOOD COMMERCE CENTER, A SUBDIVISION RECORDED UNDER INSTRUMENT NO. 2302041, MAP RECORDS OF WALLER COUNTY, TEXAS.

3 COMMERCIAL RESERVES (11.383 ACRES) 1 BLOCK

DECEMBER 14, 2023 JOB NO. 4016-0003.310

REASON FOR REPLAT: TO CREATE 3 COMMERCIAL RESERVES

OWNER/DEVELOPER:
URBAN TWINWOOD, LP,
A TEXAS LIMITED PARTNERSHIP
DON WEAVER, MANAGER
2110 GRANDWAY DRIVE, KATY, TX 77449
PHONE: (713) 339-5580 EMAIL: mweaver@urbancompanies.com

ENGINEER:
RSG ENGINEERING

SURVEYOR:
L.J.A. Surveying, Inc.
3900 W Sam Houston Parkway S Phone 713.953.3200
Suite 175 Fax 713.953.3878
Houston, Texas 77042 T.B.P.E.L.S. Firm No. 10194382
allagson@ljasurvey.com

SHEET 1 OF 2

NOTES:

1. THE FOLLOWING COORDINATES ARE L.J.A. PROJECT SURFACE COORDINATE BASED ON THE TEXAS COORDINATE SYSTEM NAD83 SOUTH CENTRAL ZONE (4204) AND MAY BE BROUGHT TO GRID COORDINATES BY APPLYING THE SCALE FACTOR OF 0.99987119.

2. BEGINNING HCS MONUMENT NO. 4 STAMPED "HCS" FOUND IN CURVE ADDRESSED THROUGH A LEAD CAP STAMPED HCS3D 88 1998, THE POINT IS LOCATED AT THE EAST SIDE OF FM 1463 +/- 825 FEET SOUTHEAST OF THE INTERSECTION OF FM 1463 AND CORBET ROAD AND +/- 90 FEET EAST OF THE EASTERN EDGE OF PAVEMENT LINE OF FM 1463. ELEVATION = 138.80 FEET NAVD88 (2001) FBC LOMR Datum

3. "TEMPORARY BENCHMARK: BM1=CP_01: TOP OF A 1/2 INCH ROD WITH PLASTIC CAP STAMPED "LJA CONTROL" SET AT THE NORTHEAST SIDE OF TWINWOOD PARKWAY, THE POINT IS LOCATED +/- 1,286 FEET SOUTHWEST OF THE INTERSECTION OF ENTERPRISE CENTER AND TWINWOOD PARKWAY AND +/- 31 FEET NORTHWEST OF THE EDGE OF PAVEMENT OF TWINWOOD PARKWAY. ELEVATION = 134.72 FEET NAVD88 (2001) FBC LOMR Datum

4. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP (FIRM) NO. 48473C0325H, EFFECTIVE DATE FEBRUARY 18, 2009, THE SUBJECT TRACT LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE ANNUAL CHANCE FLOODPLAIN). LJA DOES NOT WARRANT OR GUARANTEE TO THE ACCURACY OR SCALE OF SAID MAPS.

5. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "LJA SET" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS, LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION.

6. ACCEPTANCE OF THE ABOVE PLAT BY THE COMMISSIONERS COURT DOES NOT SUPERSEDE WALLER COUNTY ACCEPTANCE OF THE DEDICATED ROADS FOR MAINTENANCE INTO THE COUNTY ROAD SYSTEM. THE DEVELOPER IS RESPONSIBLE IN COMPLIANCE WITH SECTIONS 5 AND 6 OF THE TRCP CURRENT WALLER COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS, IN THIS REGARD.

7. NO PIPELINE EASEMENTS ARE WITHIN THE LIMITS OF THE SUBDIVISION.

8. ANY PLAT OR MASTER PLAN MAY MAKE REASONABLE ACCOMMODATION FOR A SPECIFIC SURFACE SITE(S) FOR EXTRACTION OF OIL AND GAS. IF A SURFACE SITE IS DESIGNATED, THE DEVELOPER SHALL PREVENT PROOF FROM THE MINERAL OWNER, LESSEE(S) OR OTHER PROFESSIONAL THAT THE SITE DESIGNATED FOR SUCH EXTRACTION IS A REASONABLE SOLUTION FOR THE MINERAL OWNER, IN ACCORDANCE WITH THE LEGAL AND CUSTOMARY PRACTICE OF THE OIL AND GAS INDUSTRY, AFTER SUCH A SITE IS DESIGNATED, AND THE PLAT IS APPROVED, NO OIL OR GAS EXTRACTION ACTIVITY MAY TAKE PLACE EXCEPT UTILIZING THE DESIGNATED SURFACE SITE.

9. WALLER COUNTY IS NOT RESPONSIBLE FOR FUTURE EXPANSION, A LARGER CROSS SECTION, CONCRETE CURB & GUTTER SECTION AND ADDITIONAL ROW OR SHUTTING OF LANES ON DISCOVERY HILLS PARKWAY.

10. PROPERTY LIES WITHIN WALLER COUNTY, ROCKDALE-MAY DRAINAGE DISTRICT, ROYAL INDEPENDENT SCHOOL DISTRICT, AND WALLER COUNTY AGRICULTURAL UTILITY DISTRICT NUMBER 1B.

11. SUBJECT TO A WATERLINE EASEMENT AGREEMENT, RECORDED IN INSTRUMENT NO. 2111534 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS.

12. SUBJECT TO A DRAINAGE EASEMENT, RECORDED IN INSTRUMENT NO. 2302111 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS.

13. SUBJECT TO A TEMPORARY ACCESS AND UTILITY EASEMENT, RECORDED IN INSTRUMENT NO. 2203937 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS.

14. SUBJECT TO A 30' WIDE FUTURE ELEMENT EASEMENT GRANTED TO CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, RECORDED IN INSTRUMENT NO. 1903666 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS.

15. ACCESS EASEMENT RECORDED IN INSTRUMENT NO. 2302603 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS.

16. WATERLINE EASEMENT RECORDED IN INSTRUMENT NO. 2107607 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS.

17. 15' SANITARY SEWER EASEMENT RECORDED IN INSTRUMENT NO. 2213845 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS.

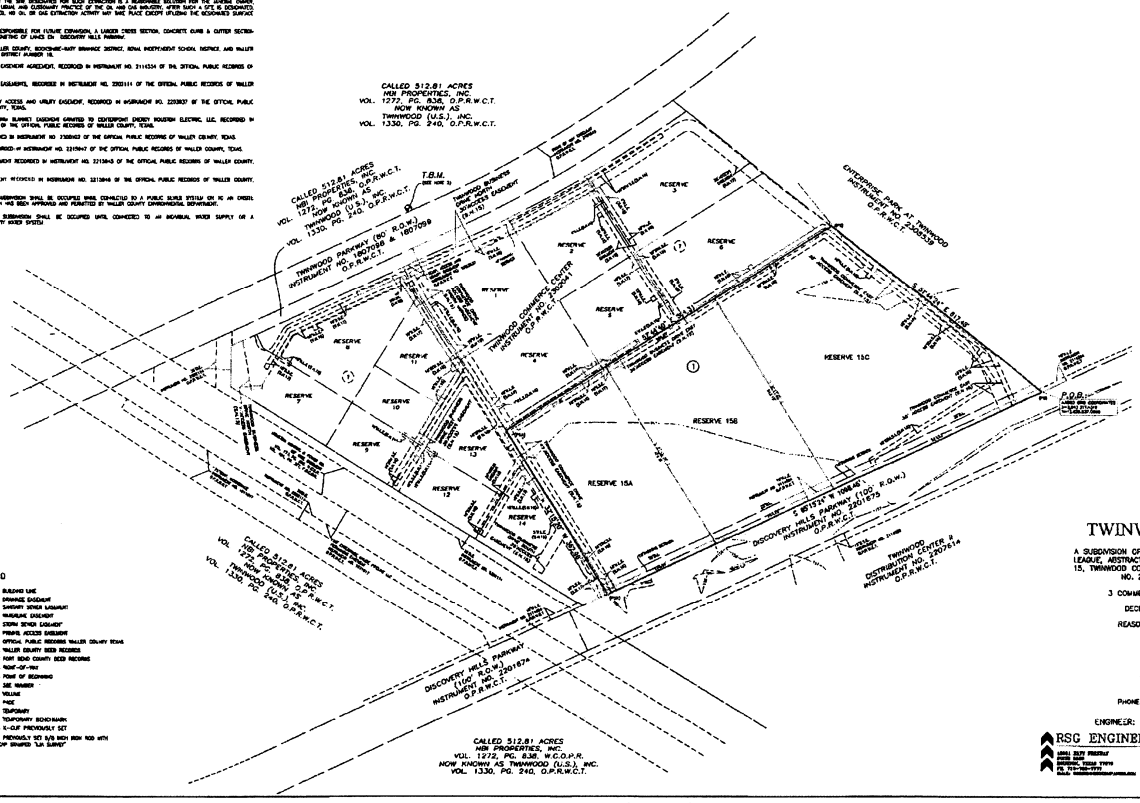
18. 10' STORM SEWER EASEMENT RECORDED IN INSTRUMENT NO. 2213846 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS.

19. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY WALLER COUNTY ENVIRONMENTAL DEPARTMENT.

20. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM

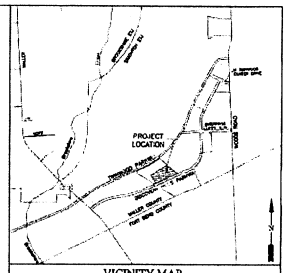
RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
RESERVE 15A	2.844	123,899	RESTRICTED TO COMMERCIAL
RESERVE 15B	3.348	145,853	RESTRICTED TO COMMERCIAL
RESERVE 15C	6.199	270,467	RESTRICTED TO COMMERCIAL

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 20°13'36" E	70.94'



LEGEND

B.L.	INDICATES BUILDING LINE
D.E.	INDICATES DRAINAGE EASEMENT
S.S.E.	INDICATES SANITARY SEWER EASEMENT
W.L.E.	INDICATES WATERLINE EASEMENT
SW.S.E.	INDICATES STORM SEWER EASEMENT
P.A.E.	INDICATES PERMS, ACCESS EASEMENT
O.P.R.W.C.T.	INDICATES OFFICIAL PUBLIC RECORDS WALLER COUNTY TEXAS
W.C.D.R.	INDICATES WALLER COUNTY DEED RECORDS
F.B.C.D.R.	INDICATES FORT BEND COUNTY DEED RECORDS
R.O.W.	INDICATES RIGHT-OF-WAY
P.O.B.	INDICATES POINT OF BEGINNING
S.N.	INDICATES SEE NUMBER
VOL.	INDICATES VOLUME
PG.	INDICATES PAGE
TEMP.	INDICATES TEMPORARY
T.B.M.	INDICATES TEMPORARY BENCHMARK
(FOUND)	INDICATES X-CUT PREVIOUSLY SET
(SET)	INDICATES PROVIDED 5/8 X 36 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEY"



VICINITY MAP
SCALE: 1" = 2000'

KEY MAP NO. 482 K

SCALE: 1" = 100'

BEING 11.383 ACRES OF LAND LOCATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS, AND BEING ALL OF RESERVE 15, TWINWOOD COMMERCE CENTER, A SUBDIVISION OF RECORD IN INSTRUMENT NUMBER 2302041 OF THE OFFICIAL PUBLIC RECORDS OF SAID WALLER COUNTY, TEXAS (W.C.O.P.R.), SAID 11.383 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, 2001 ADJUSTMENT);

BEGINNING AT A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" PREVIOUSLY SET FOR THE SOUTHEAST CORNER OF SAID RESERVE 15, COMMON TO THE SOUTH CORNER OF COMMERCIAL RESERVE "B" OF ENTERPRISE PARK AT TWINWOOD, A SUBDIVISION OF RECORD IN INSTRUMENT NUMBER 2308539, W.C.O.P.R., IN THE NORTH RIGHT-OF-WAY LINE OF DISCOVERY HILLS PARKWAY AS RECORDED IN INSTRUMENT NUMBER 2301675, W.C.O.P.R.;

THENCE SOUTH 83° 46' 21" WEST ALONG THE SOUTH LINE OF SAID RESERVE 15, COMMON TO SAID NORTH RIGHT-OF-WAY LINE, 1,106.40 FEET TO AN X-CUT PREVIOUSLY SET FOR THE SOUTHWEST CORNER OF SAID RESERVE 15, COMMON TO THE SOUTHEAST CORNER OF RESERVE 11 OF SAID TWINWOOD COMMERCE CENTER;

THENCE NORTH 37° 13' 39" WEST, ALONG A WEST LINE OF SAID RESERVE 15, COMMON TO THE EAST LINE OF SAID RESERVE 11, 263.84 FEET TO AN X-CUT PREVIOUSLY SET FOR A WEST CORNER OF SAID RESERVE 15, COMMON TO THE NORTH CORNER OF SAID RESERVE 11 AND THE EAST CORNER OF RESERVE 13 OF SAID TWINWOOD COMMERCE CENTER;

THENCE NORTH 37° 13' 39" WEST, ALONG A WEST LINE OF SAID RESERVE 15, COMMON TO THE EAST LINE OF SAID RESERVE 13, 75.56 FEET TO AN X-CUT PREVIOUSLY SET FOR THE NORTHWEST CORNER OF SAID RESERVE 15, COMMON TO THE SOUTHWEST CORNER OF SAID TWINWOOD COMMERCE CENTER;

THENCE NORTH 37° 46' 50" EAST, ALONG THE NORTH LINE OF SAID RESERVE 15, COMMON TO THE SOUTH LINES OF RESERVES "C", "A" AND "B" OF SAID TWINWOOD COMMERCE CENTER, 594.31 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" PREVIOUSLY SET FOR THE NORTHEAST CORNER OF SAID RESERVE 15, COMMON TO THE SOUTHEAST CORNER OF SAID RESERVE B, IN THE SOUTHWEST LINE OF THE AFOREMENTIONED COMMERCIAL RESERVE "B";

THENCE SOUTH 31° 44' 24" EAST, ALONG THE EAST LINE OF SAID RESERVE 15, COMMON TO THE SOUTHWEST LINE OF SAID COMMERCIAL RESERVE "B", 617.56 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.383 ACRES OF LAND

FINAL REPLAT OF TWINWOOD COMMERCE CENTER

A SUBDIVISION OF 11.383 ACRES OF LAND SITUATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS, BEING ALL OF RESERVE 15, TWINWOOD COMMERCE CENTER, A SUBDIVISION RECORDED UNDER INSTRUMENT NO. 2302041, MAP RECORDS OF WALLER COUNTY, TEXAS.

3 COMMERCIAL RESERVES (11.383 ACRES) 1 BLOCK

DECEMBER 14, 2023 JOB NO. 4016-0003.310

REASON FOR REPLAT: TO CREATE 3 COMMERCIAL RESERVES

OWNER/DEVELOPER:

URBAN TWINWOOD, LP,
A TEXAS LIMITED PARTNERSHIP
DON WEAVER, MANAGER
2110 GRANDWAY DRIVE, KATY, TX 77449
PHONE: (713) 338-5380 EMAIL: mweiner@urbancompanies.com

ENGINEER:
RSG ENGINEERING
MIKEL RUTH PRESTRIDGE
2110 GRANDWAY
KATY, TEXAS 77449
PH. 713-785-7777
EMAIL: mprestridge@rsgtexas.com

SURVEYOR:
LJA Surveying, Inc.
3600 W Sam Houston Parkway S
Suite 175
Houston, Texas 77042
Phone 713.953.5200
Fax 713.850.1409
T.B.P.E.L.S. Firm No. 10194382

SHEET 2 OF 2

EXHIBIT B

SUPPORT DOCUMENTATION FOR REAL PROPERTY THAT QUALIFIES FOR ABATEMENT

Total values for both should match those totals provided in the economic impact data sheet that was submitted prior to the application.

Real Property Improvements (does not include land):

"Real Property" real property improvements, as designated by the Waller County Appraisal District, are any buildings, including any buildings that are built on skids or portable buildings, parking areas, and any fences attached to the land

Please complete a list of the value for each building(s), fencing, driveways, parking, and other real property improvements along with the total value. Do not include cost of detention, engineering, or any soft costs. Add as many rows as you need to document your project values. If you have more than one building, then use either their address or corresponding identifier found on your site plan or survey.

The Real Property Improvements shown in the table below shall be located on the Premises at 2706 Twinwood Business Drive East, Brookshire, Texas 77423:

Description		**Cost**
43,680SF commercial building	2706 Twinwood Business Drive East, Brookshire, Texas 77423	See total
Driveways & Parking: Included in Building Cost		See total
Other Improvements		
Total		$3,041,765

Exhibit B

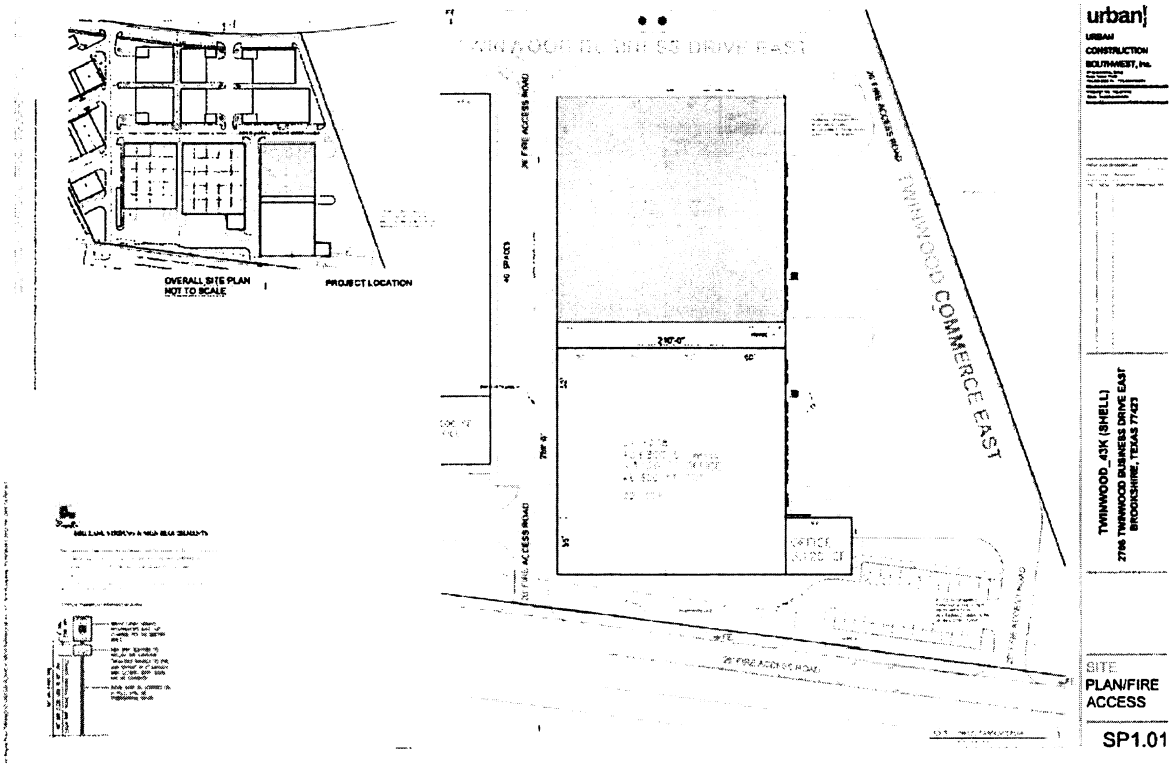

OVERALL SITE PLAN
NOT TO SCALE
PROJECT LOCATION
TWINWOOD COMMERCE EAST
urban
TWINWOOD_43K (SHELL)
2766 TWINWOOD BUSINESS DRIVE EAST
BROOKSHIRE, TEXAS 77423
SITE
PLAN/FIRE
ACCESS
SP1.01

Exhibit B

EXHIBIT C

8

STATE OF TEXAS

COUNTY OF WALLER

IN THE COMMISSIONERS COURT

OF WALLER COUNTY, TEXAS

ORDER DESIGNATING REINVESTMENT ZONE
WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12
PURSUANT TO SECTIONS 312.401 AND 312.201 OF THE TAX CODE
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Waller County, Texas, held on the 10th day of May, 2023, on motion made by Kendric Jones Commissioner of Precinct No 3, and seconded by Justin Beckendorff Commissioner of Precinct No 4, the following Order was adopted:

WHEREAS, the Commissioners Court of Waller County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the county to designate Twinwood Business Park, located south of I-10, west of and adjacent to Woods Road, and north of the Waller/Fort Bend County line, as a reinvestment zone pursuant to Sections 312.401 and 312.201 of the Tax Code (The Property Redevelopment and Tax Abatement Act).

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF WALLER COUNTY, TEXAS

Section 1. That the Commissioners Court hereby designates as a Reinvestment Zone (the "Zone") Twinwood Business Park located in the area described as 410.9 acres of land located in the Nathan Brookshire Survey Abstract Number 16 Waller County Texas out of that certain called 372.8995 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1293, Page 229, of the Official Public Records of said Waller County Texas (W.C.O.P.R.), that certain called 6.35 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1394, Page 828, W.C.O.P.R., that certain called 14.00 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Instrument Number 1607328 W.C.O.P.R., that certain called 89.10 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1334, Page 457, W.C.O.P.R., that certain called 16.93 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1334, Page 467, W.C.O.P.R., that certain called 190.91 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1338, Page 389, W.C.O.P.R., and that certain called 512.81 acre tract described in deed to NBI Properties, Inc. by an instrument of record in Volume 1272, Page 838, W.C.O.P.R., said NBI Properties, Inc. acre tract now known as Twinwood (US) Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R., the

survey attached hereto as Exhibit A and made apart hereof for all purposes WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12;

Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act;

Section 3. That the Commissioners Court has heretofore adopted Tax Abatement and Incentives Policy Guidelines & Criteria for Waller County;

Section 4 That the Commissioners Court held a public hearing to consider this Order on the 10th day of May, 2023;

Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement;

Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community; and

Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 10th day of May, 2023.

CARBETT "TREY" J. DUHON III
County Judge

COMMISSIONER JOHN A AMSLER
Precinct No. 1

COMMISSIONER KENDRIC JONES
Precinct No. 3

COMMISSIONER WALTER SMITH
Precinct No. 2

COMMISSIONER JUSTIN BECKENDORFF
Precinct No. 4

Exhibit A

February 8, 2018
Job No. 7777-2010

DESCRIPTION OF
410.9 ACRES

Being 410.9 acres of land located in the Nathan Brookshire Survey, Abstract Number 16, Waller County, Texas, out of that certain called 372.8995 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1293, Page 229, of the Official Public Records of said Waller County, Texas (W.C.O.P.R.), that certain called 6.35 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1394, Page 828, W.C.O.P.R., that certain called 14.00 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Instrument Number 1607328, W.C.O.P.R., that certain called 89.10 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1334, Page 457, W.C.O.P.R., that certain called 16.93 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1334, Page 467, W.C.O.P.R., that certain called 190.91 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1338, Page 389, W.C.O.P.R., and that certain called 512.81 acre tract described in deed to NBI Properties, Inc. by an instrument of record in Volume 1272, Page 838, W.C.O.P.R., said NBI Properties, Inc. acre tract now known as Twinwood (U.S.), Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R., said 410.9 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment):

Beginning at a 5/8-inch iron rod with cap stamped "Kalkomey Surveying" found for the southeast corner of said 512.81 acre tract, common to the northeast corner of that certain tract of land described as "Tract 3" in deed to FF Texas Holdings, LP by an instrument of record in File Number 2013104491, of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), in the west right-of-way line of Woods Road (called 80-feet wide), and in the Waller/Fort Bend County Line;

Thence, South 64° 48' 51" West, departing said west right-of-way line, along the southeast line of said 512.81 acre tract, common to the northwest lines of said Tract 3 and that certain called 0.138 acre tract described in deed to State of Texas by an instrument of record in Volume 264, Page 217, of the Deed Records of said Fort Bend County, Texas, and along said County Line, 6,445.84 feet to a 5/8-inch iron rod with cap stamped "Landtech-Consultants" found for the southwest corner of said 512.81 acre tract, common to the northwest corner of said 0.138 acre tract, in the northeast right-of-way line of F.M. Highway 359 (called 100-feet wide);

Thence, North 35° 56' 35" West, along the west line of said 512.81 acre tract, common to said northeast right-of-way line, 1,754.96 feet to a point for corner;

Thence, North 54° 03' 40" East, departing said common line, 500.29 feet to a point for corner, the beginning of a tangent curve;

Thence, 618.09 feet along the arc of a tangent curve to the right, having a radius of 3,165.00 feet, a central angle of 11° 11' 21", and a chord which bears North 59° 39' 21" East, 617.11 feet to a point for corner;

Thence, North 65° 15' 01" East, 2,257.72 feet to a point for corner, the beginning of a tangent curve;

Thence, 2,666.12 feet along the arc of a tangent curve to the left, having a radius of 3,235.00 feet, a central angle of 47° 13' 13", and a chord which bears North 41° 38' 25" East, 2,591.31 feet to a point for corner;

Thence, North 18° 01' 48" East, 504.67 feet to a point for corner, the beginning of a tangent curve;

Thence, 471.10 feet along the arc of a tangent curve to the right, having a radius of 3065.00 feet, a central angle of 08° 48' 23", and a chord which bears North 22° 26' 00" East, 470.63 feet to a point for corner;

Thence, North 26° 50' 12" East, 2,093.87 feet to a point for corner, the beginning of a tangent curve,

Thence, 491.42 feet along the arc of a tangent curve to the right, having a radius of 465.00 feet, a central angle of 60° 33' 04" and a chord which bears North 57° 06' 44" East, 468.87 feet to a point for corner;

Thence, North 87° 23' 16" East, 247.40 feet to a point for corner in the east line of the aforementioned 372.8995 acre tract, common to the aforementioned west right-of-way line of Woods Road,

Thence, South 02° 36' 44" East, 1,505.90 feet to the southeast corner of said 372.8995 acre tract, common to the intersection of the north line of the aforementioned 6.35 acre tract and said west right-of-way line, from which a found 5/8-inch iron rod bears, South 87° 46' 34" West, 1.19 feet;

Thence, North 87° 46' 34" East, along the north line of said 6.35 acre tract, 39.96 feet to a point for corner in the centerline of said Woods Road.

Thence, South 02° 31' 07" East, along the east line of said 6.35 acre tract, common to the centerline of said Woods Road, 23.05 feet to a cotton spindle found for the southeast corner of said 6.35 acre tract, common to the northeast corner of that certain tract of land described in deed to Kohinoor Group, L.P. by an instrument of record in Volume 1293, Page 107, W.C.O.P.R.;

Thence, South 87° 34' 15" West, along the south line of said 6.35 acre tract, common to the north line of said Kohinoor Group tract, 716.36 feet to the northeast corner of the aforementioned 14.00 acre tract,

Thence, South 02° 31' 07" East, along the east line of said 14.00 acre tract, 199.58 feet to the southeast corner of said 14.00 acre tract in a north line of the aforementioned 89.10 acre tract;

Thence, North 87° 34' 14" East, along the south line of said Kohinoor Group tract, common to a north line of said 89.10 acre tract, passing at a distance of 675.98, a 3/4-inch iron rod with cap stamped "Kalkomey Surveying" found for the intersection of said common line with the aforementioned west right-of-way line of Woods Road, continuing for a total distance of 716.36 feet to a mag nail with shiner found for the southeast corner of said Kohinoor Group tract, common to a northeast corner of said 89.10 acre tract, in the centerline of said Woods Road;

Thence, South 02° 31' 07" East, along the centerline of said Woods Road, common to the east line of said 89.10 acre tract, passing at a distance of 399.21, a mag nail found for the common east corner of said 89.10 acre tract and the aforementioned 16.93 acre tract, continuing along said centerline, common to the east line of said 16.93 acre tract, passing at a distance of 598.84 feet, a mag nail with shiner found for the common east corner of said 16.93 acre tract and the aforementioned 190.91 acre tract, continuing along said centerline, common to the east line of said 190.91 acre tract for a total distance of 1,687.80 feet to the southeast corner of said 190.91 acre tract, from which a found cotton spindle bears, North 87° 43' 24" East, 0.81 feet;

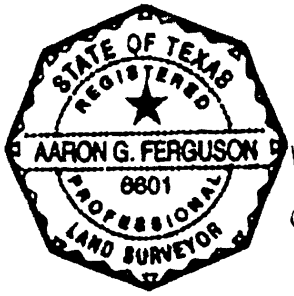
Thence, South 87° 43' 24" West, departing said centerline, along the south line of said 190.91 acre tract, passing at a distance of 39.26, a 3/4-inch iron rod with cap stamped "Kalkomey Surveying" found for the northeast corner of that certain called 19.49 acre tract of land described in deed to Ironwood Yoakum Partners, LLC by an instrument of record in File Number 1608441, W.C.O.P.R., continuing along the north line of said 19.49 acre tract, common to said south line for a total distance of 963.14 feet to a 5/8-inch iron rod found for the northwest corner of said 19.49 acre tract, common to an east corner of the aforementioned 512.81 acre tract;

Thence, South 02° 40' 16" East, departing said south line, along the west line of said 19.49 acre tract and an east line of said 512.81 acre tract, 956.04 feet to a 3/4-inch iron pipe found for the southwest corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract;

Thence, North 87° 47' 23" East, along the south line of said 19.49 acre tract, common to an east line of said 512.81 acre tract, 917.94 feet to a 3/8-inch iron rod found for the southeast corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract in the aforementioned west right-of-way line of said Woods Road;

Thence, South 02° 40' 45" East, along an east line of said 512.81 acre tract, common to said west right-of-way line, 845.74 feet to the POINT OF BEGINNING and containing 410.9 acres of land.

Corner monuments were not set at the client's request.



2/8/18

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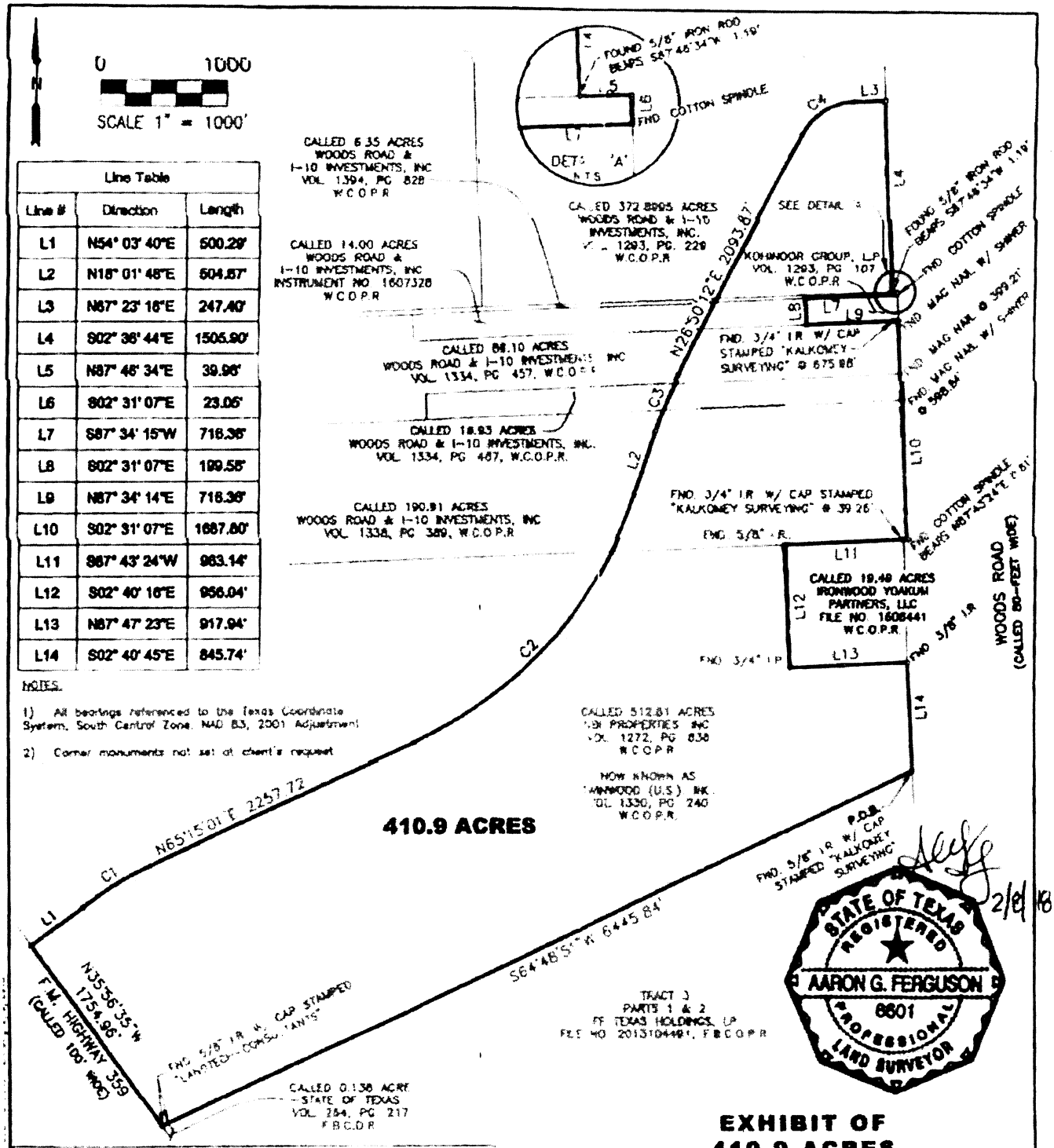


Line Table		
Line #	Direction	Length
L1	N54° 03' 40"E	500.29'
L2	N18° 01' 48"E	504.87'
L3	N87° 23' 16"E	247.40'
L4	S02° 36' 44"E	1505.90'
L5	N87° 46' 34"E	39.98'
L6	S02° 31' 07"E	23.06'
L7	S87° 34' 15"W	716.36'
L8	S02° 31' 07"E	199.55'
L9	N87° 34' 14"E	716.36'
L10	S02° 31' 07"E	1687.80'
L11	S87° 43' 24"W	963.14'
L12	S02° 40' 16"E	956.04'
L13	N87° 47' 23"E	917.94'
L14	S02° 40' 45"E	845.74'

NOTES:

1) All bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment

2) Corner monuments not set at client's request

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	618.09'	3,165.00	11°11'21"	N59° 39' 21"E	617.11'
C2	2666.12'	3,235.00	47°13'13"	N41° 38' 25"E	2591.31'
C3	471.10'	3,065.00	8°48'23"	N22° 26' 00"E	470.63'
C4	491.42'	465.00	60°33'04"	N57° 06' 44"E	468.87'

EXHIBIT OF 410.9 ACRES

IN THE NATHAN BROOKSHIRE SURVEY, A-16 WALLER COUNTY, TEXAS

FEBRUARY 2017 JOB NO. LJAS001-7777-2010

LJA Engineering, Inc.
2929 Briarpark Drive
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.L.S. Firm No. 10110501

THE STATE OF TEXAS §

COUNTY OF WALLER §

TAX ABATEMENT AGREEMENT BETWEEN

WALLER COUNTY, TEXAS AND URBAN TWINWOOD, LP

This Agreement is entered into by and between the County of Waller, Texas, duly acting herein by and through the County Judge ("County"), and Urban Twinwood, LP, ("Owner"), a Texas limited partnership with its principal place of business at 2110 Grandway Dr. Katy, Texas 77449, which is the owner, of the taxable real property located within Waller County Twinwood Business Park Reinvestment Zone 12 (reauthorized May 10, 2023), and is entered into as of the last day of signature affixed hereto (the "Effective Date").

RECITALS:

WHEREAS, on 10th day of May, 2023 the County passed an Order establishing a Reinvestment Zone for commercial/industrial tax abatement ("Order"), as authorized by Texas Tax Code Chapter 312, herein attached as Exhibit "C"; and

WHEREAS, the County has previously adopted the Waller County Tax Abatement and Incentive Policy Guidelines & Criteria ("Policy") governing tax abatement agreements and reinvestment zones; and

WHEREAS, the Policy constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the County; and

WHEREAS, the County has adopted a resolution stating that it elects to participate in tax abatement; and

WHEREAS, in order to maintain and/or enhance the commercial/industrial economic and employment base of County, to otherwise further the goals of the Policy previously adopted by County, and for the long-term benefit of the County;

NOW THEREFORE, the Parties hereto mutually agree as follows:

COVENANTS AND AGREEMENTS:

1. The Agreement Term begins on the Effective Date, and continues through and until December 31, 2027.
2. The Premises is the parcel of land described on Exhibit A, which is attached hereto and incorporated herein, and on which the Improvements (defined hereafter) will be made.
3. Owner shall ensure a prospective lessee/buyer for the Spec Buildings (as such term is defined in the County's current Policy) at the Premises is diligently and faithfully sought.
4. County and Owner agree that if a lessee/buyer does not lease the Spec Building at the Premises before the end of Year (2) of this abatement Agreement, said Agreement will hereby immediately terminate.
5. For purposes of this Agreement, the period from (i) January 1, 2026 through and including December 31, 2026 shall be referred to as Year (1), and (ii) January 1, 2027 through and including December 31, 2027 shall be referred to as Year (2).
6. Upon Owner entering into a lease with a lessee, or sales agreement with a buyer, this Agreement may be terminated, amended, or replaced on mutually acceptable terms by a written instrument duly executed by County and Owner, based on the results of the Economic Impact Analysis as required in the County's then-current Policy.

7. A separate agreement may be made between the County and each lessee or buyer for specified new personal property, except inventory, the terms of which will be determined by the Economic Impact Analysis as required by the County's then-current Policy.

8. The improvements Owner shall make to the Premises, including the Spec Building, shall be referred to as the Improvements, and the Improvements shall be of the kind, number, and location specifically described in Exhibit B, which is attached hereto and incorporated herein. Notwithstanding the foregoing, Owner may amend the Improvements designated in Exhibit B with the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned, or delayed. Such amendment is subject to the notice requirements of Texas Tax Code Chapter 312.

   a. The Improvements include one tilt wall Spec Building of approximately 46,800 square feet, which is the commercial building described in Exhibit B. The Spec Building shall have a total appraised value of at least $3,000,000 by the beginning of Year (1).

   b. Owner shall ensure the Improvements are diligently and faithfully undertaken and completed in a good and workmanlike manner, in compliance with all applicable federal, state, and local laws and regulations.

   c. Notwithstanding Section 8(a) above, Owner shall have additional reasonable time to complete the Improvements in the event of "force majeure," if Owner is diligently and faithfully pursuing completion of the Improvements. "Force majeure" shall mean any contingency or cause beyond the reasonable control of Owner including, without limitation, an act of God, public enemy, war, riot, civil commotion, insurrection, or labor strikes.

9. Owner shall, until the expiration of this Agreement or until a lessee or buyer occupies the building, continuously operate (or cause to be operated) and maintain the Improvements as a Spec Building.

10. Owner shall, in writing and until the expiration of this Agreement, annually certify compliance with this Agreement to the County.

11. For the duration of this Agreement, Owner is not required to employ persons as part of this Agreement.

12. It is understood and agreed among the Parties that the Improvements shall be appraised at market value for property tax purposes beginning January 1, 2026, including the value of any partially completed Improvements.

    a. If there are no Improvements on the Premises on January 1, 2026, and if Owner's failure to make Improvements is not excused under Section 8(c), then this Agreement is subject to termination by the County as if a default had occurred under Section 15, and there shall be no tax abatement for the tax year beginning January 1, 2026.

    b. Beginning January 1, 2028 and continuing each year thereafter, the Premises and any and all Improvements shall be appraised at market value effective January 1 of each tax year.

13. Owner agrees to confirm the Premises and Improvements for tax valuation purposes with the Chief Appraiser for the Waller County Appraisal District annually and within the deadline for filing the appropriate forms.

14. Subject to the terms and conditions of this Agreement, and subject to the rights of the holders of any outstanding bonds of the County, a portion of the ad valorem property taxes

which would otherwise be owed to the County for the Improvements shall be abated for a period of two years beginning January 1, 2026 and ending on December 31, 2027 (the "Abatement Period").

a. Said abatement shall be in an amount equal to the percentages listed in the following table:

Year 1 (2026) – 100%
Year 2 (2027) – 100%

b. Said abatement on the Improvements located at the Premises shall terminate if not occupied by a lessee or buyer by December 31, 2027. Owner is fully liable for all ad valorem property taxes owed to County beginning January 1, 2028. Year (1) and Year (2) ad valorem property taxes will not be payable by Owner if the Spec Building is not leased by the end of Year (2).

c. The abatement percentages in Section 14(a) above shall be applied to the taxes assessed for each year during the Abatement Period over the base value of the Premises and Improvements in the year in which this Agreement is entered. The Parties understand and agree that the percentages in Section 14(a) above only apply to Improvements that are eligible for abatement under Texas law.

d. Owner shall have the right to protest any appraisals of the Premises, Improvements, or any portion thereof, during the term of this Agreement. Nothing in this Agreement shall affect Owner's right to protest and/or contest any taxes assessed on the Premises and any and all Improvements, and the abatement percentages shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

e. If the certified appraised value of the real property Improvements is reduced, regardless of the initial appraised value, as the result of Owner's protest, then the percentage of abatement granted herein will be adjusted downward by the same percentage, then rounded upward to the nearest whole percentage. For example, if a protest results in the reduction of the certified appraised value by 6.6%, then the percentage of the tax abatement granted in any given year under this Agreement would be decreased by the same percentage rounded to the nearest whole number, thereby reducing the abatement by 7%.

DEFAULT:

15. Owner shall be in default if any of the following occurs:

a. Improvements are not completed in accordance with this Agreement, including its exhibits, as may be amended in accordance with the terms of this Agreement;

b. Owner fails to timely file annual renditions for the Premises and any and all Improvements;

c. Owner allows its ad valorem taxes on any of its property that is owed to the County, or any other taxes owed to any other taxing entity located in whole or in part in the County, to become delinquent without timely and properly following the legal procedures for protest and/or contest of any such taxes;

d. Owner operates the Premises or Improvements (or causes or allows the Premises or Improvements to be operated) in violation of public health and safety laws, or allows the Premises or Improvements or any part thereof to become a public nuisance; or

e. Owner fails to comply with or violates any other part of this Agreement.

16. In the event that Owner defaults as described in Section 15 above, the County shall give Owner written notice of such default. If Owner has not cured such default within sixty (60) days of said written notice, this Agreement may be terminated by the County. Notice shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested to Owner or its designated representative.

a. Any notice or certification to be provided pursuant to this Agreement shall be made to the following persons, unless a substitute representative is designated in writing:

COUNTY	OWNER
Carbett "Trey" J. Duhon III	Urban Twinwood, LP
County Judge	2110 Grandway Dr.
425 FM 1488 Suite 106	Katy, TX 77449
Hempstead, Texas 77445	

17. In the event of default or termination, the Parties acknowledge that actual damages would be speculative and difficult to determine and/or calculate. Accordingly, in the event of default or termination, as liquidated damages, Owner shall owe all taxes which would have been paid to the County in the absence of this Agreement for all years during the Abatement Period, and all such taxes shall be paid to the County within sixty (60) days of the expiration of the cure period described in Section 16 above.

a. In addition to any amounts due under Section 17 above, interest on any such amounts shall be charged at the statutory rate for delinquent taxes, as determined by Chapter 33 of the Texas Tax Code.

b. Notwithstanding Section 17(a) above, in the event of default or termination, no penalty shall be charged under Chapter 33 of the Texas Tax Code.

c. If the County terminates this Agreement, no abatements for the Premises or Improvements in future years will be allowed.

18. Notwithstanding Section 17 above, if Owner completes the Improvements in compliance with this Agreement, but subsequently fails to operate (or cause to be operated) and maintain the Premises or Improvements in accordance with this Agreement, then Section 17 shall not apply to require payment of taxes which would have been paid to the County in the absence of this Agreement for all years during the Abatement Period, unless Owner was not in compliance with this Agreement during those years. Instead, Owner shall only be liable to the County for those taxes which are assessed for the tax years in which Owner ceases to operate (or cause to be operated) and maintain the Premises or Improvements in accordance with this Agreement.

MISCELLANEOUS:

19. The County represents and warrants that the Premises does not include any property that is owned by a member of the Waller County Commissioners Court, or owned by any party responsible for the approval of this Agreement.

20. The terms and conditions of this Agreement are binding upon the permitted successors and assigns of all Parties.

a. Except for any collateral assignment to any lender of Owner, this Agreement cannot be assigned by Owner without the County's written consent, which shall not be unreasonably withheld. In order to assign this Agreement, the following conditions must be met: i) the Waller County Commissioners Court must have consented to the assignment by official act at one of its regularly scheduled meetings, ii) notice of the assignment must by publicly posted by the County for 30 days prior to the

regularly scheduled Commissioners Court meeting where consent to the assignment will be considered, iii) the assignee must explicitly accept all of assignor's obligations under this Agreement, iv) the assignor must retain all of its obligations under this Agreement until the assignment becomes effective, v) the assignment must be executed by both the assignor and assignee, and vi) the assignor must provide the County with a fully executed assignment agreement not later than ten (10) business days prior to the date the Commissioners Court will consider consenting to the assignment. If Owner fails to comply with these conditions, then County may, in its sole discretion, terminate this Agreement.

b. If any lender of Owner becomes the owner of the Premises as a result of a foreclosure, deed-in-lieu of foreclosure or otherwise, notwithstanding anything in this Agreement to the contrary, such lender shall not be liable for any amounts under this Agreement except for the taxes which would have been paid to the County in the absence of this Agreement for the years during which this Agreement was in effect or, if Section 18 is applicable, then such lender shall only be liable for the amounts for which Owner is liable under Section 18.

c. Owner understands and agrees that an entity must be entitled to a tax abatement on January 1 in order to claim the exemption for that tax year. If an entity is not entitled to the benefits of this Agreement on January 1 of any given tax year during the Abatement Period, then the entity may not receive the abatement for that year. The County is not responsible for ensuring that an assignment is effective prior to January 1 of any given tax year, or for ensuring that any assignee is entitled to the benefits of this Agreement. An assignee shall not be entitled to the benefits of this

Agreement unless the provisions of this Section 20 have been complied with before January 1 of the applicable tax year.

21. Owner shall not subdivide, grant, sell, lease, or otherwise convey the Premises or Improvements, or a portion thereof without first providing 30 day written notice of the intended act. If Owner fails to provide the 30 day written notice, the County may, in its sole discretion, terminate this Agreement without providing Owner the opportunity to cure, but subject to the notice provision in Section 16.

22. This Agreement may be replaced by a subsequent tax abatement agreement consistent with County's Policy, provided that a qualifying lessee/buyer, County, and Owner, in the event of a lease, are able to come to a mutually acceptable agreement. The tax abatement provided by any subsequent AGREEMENT SHALL BE BASED ON THE MERITS OF AN ECONOMIC IMPACT ANALYSIS AND APPLIED CONSISTENTLY WITH THEN-CURRENT COUNTY POLICIES.

23. This Agreement does not inure to the benefit of any third parties.

24. It is understood and agreed between the Parties that Owner is acting independently in the performance of its obligations hereunder, and the County assumes no responsibilities or liabilities for Owner's performance of this Agreement. Owner agrees to defend, indemnify, and hold harmless the County, including but not limited to the County's officials, officers, employees, agents, and affiliates, and the affiliated appraisal district, from any and all claims, losses, damages, injuries, suits or judgments relating to Owner's performance of this Agreement or Owner's construction, operation, or maintenance of the Premises or Improvements.

25. Owner agrees that both the County and the Waller County Appraisal District, and their agents or employees shall have the reasonable right of access to the Premises and Improvements to ensure that the Improvements have been made and are being made in accordance with this Agreement. After completion of the Improvements, the County and the Waller County Appraisal District shall have the continuing right of access to ensure that the Premises and Improvements are thereafter maintained and operated in accordance with this Agreement, during the term of this Agreement. However, the County will neither inspect for nor ensure that Owner is in compliance with federal, state, or local laws or regulations. The County's inspections, if any, shall not constitute an acknowledgment or certification to Owner or any third party that Owner is in compliance with federal, state, or local laws or regulations.

26. This Agreement shall be construed and interpreted in accordance with Texas law, and it is performable in Waller County, Texas. Should any part of this Agreement be found unenforceable by a court of competent jurisdiction, all other parts of this Agreement shall continue in full force and effect, and this Agreement shall be reformed to as closely as possible reflect the original terms of this Agreement.

27. This Agreement was authorized by the Commissioners Court of Waller County, Texas at a meeting on April 2, 2025, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Waller County, Texas.

28. Venue for disputes arising under or related to this Agreement shall lie exclusively in Waller County, Texas.

29. All amendments and additions to this Agreement and its Exhibits must be duly acted upon and approved in writing by the Waller County Commissioners Court.

30. Signatories to this Agreement represent and warrant that they have authority to bind the respective Parties.

31. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

For County:

County Judge
425 FM 1488 Suite 106
Hempstead, Texas 77445

For Urban Twinwood, LP:

Attn: Don Weaver
2110 Grandway Drive
Katy, TX 77449

Either party may designate a different notice party or address by giving the other parties at least ten (10) days written notice in the manner prescribed above.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

This Agreement is executed as of the date of the last signature affixed hereto.

WALLER COUNTY

Carbett "Trey" Duhon III
Waller County Judge

APR 0 2 2025
Date

ATTEST:

Debbie Hollan
Waller County Clerk

APR 0 2 2025
Date

URBAN TWINWOOD, LP
By: Urban Twinwood GP, LLC

By: Don Weaver
Title: Manager

3/24/25
Date

EXHIBIT A

Premises – the approximately 5.199 acre parcel of land in Waller County, Texas that is identified as Reserve 15C of the Final Replat of Twinwood Commerce Center recorded as Instrument Number 2402241 of the Deed Records of Waller County, Texas.

STATE OF TEXAS
COUNTY OF WALLER

WE, DON WEAVER, MANAGER AND DARLEEN ST. JEAN, VICE PRESIDENT, RESPECTIVELY OF URBAN TWINWOOD GP, LLC, LIMITED PARTNERSHIP, AS GENERAL PARTNER OF URBAN TWINWOOD, LP, A TEXAS LIMITED PARTNERSHIP, OWNER OF THE PROPERTY SUBDIVIDED IN THE PLAT OF REPLAT OF RESERVE 15 TWINWOOD COMMERCE CENTER, WHOSE SUBDIVISION OF THE PROPERTY IS SHOWN ON THE SURVEY OF THE CORPORATION, ACCORDING TO THE LINES, LOTS, BUILDING LINES, STREETS, ALLEYS, PARKS AND EASEMENTS AS SHOWN AND DEDICATED TO THE PUBLIC THE STREETS, ALL ALLEYS, PARKS AND EASEMENTS SHOWN HEREON AND WHERE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES THEREOF AS ESTABLISHED BY THE CITY COUNCIL OF THE CITY OF HOUSTON OR COMMISSIONERS COURT OF WALLER COUNTY, TEXAS, OR ANY AUTHORITY HAVING JURISDICTION OVER STREETS OR DRAINAGE, SUBSEQUENTLY TO CONFORM TO SUCH GRADES, AND DOES HEREBY DEDICATE, OUR HEIRS, SUCCESSORS AND ASSIGNS TO MAINTAIN AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES AS HEREINABOVE EXPRESSED, EASEMENTS AS SHOWN ON THE PLAT. SAID EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL FIVE FEET, SIX INCHES (5' 6") FOR SIX FEET (6' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SEVEN FEET (14' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SEVENTEEN FEET (16' 0") ABOVE THE GROUND LEVEL DRAWN, DIGITED ADJACENT TO AND FOLLOWING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DETECTED HEREON, WHEREBY THE AERIAL EASEMENT SHALL ENJOY IN ITS ENTIRETY.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES HEREIN EXPRESSED AS SHOWN ON THE PLAT, EASEMENTS, THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET, SIX INCHES (10' 6") FOR TEN FEET (10' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SEVEN FEET (14' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE EIGHTEEN FEET (18' 0") ABOVE THE GROUND LEVEL DRAWN, DIGITED ADJACENT TO AND FOLLOWING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DETECTED HEREON, WHEREBY THE AERIAL EASEMENT SHALL ENJOY A TOTAL WIDTH OF THIRTY FEET (30' 0") IN WIDTH.

FURTHER, ALL OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING PLAT SHALL BE RESTRICTED IN ITS USE, WHICH RESTRICTIONS SHALL RUN WITH THE TITLE TO THE PROPERTY AND SHALL BE ENFORCEABLE AT THE OPTION OF WALLER COUNTY, BY WALLER COUNTY, OR ANY CITIZEN THEREOF, BY INJUNCTION AS FOLLOWS:

1. THAT DRAINAGE OF SEPTIC TANKS, INTO BORDER, STREETS, ALLEYS, OR PUBLIC DITCHES, EITHERDIRECTLY OR INDIRECTLY, IS STRICTLY PROHIBITED.
2. ALL STOCK ANIMALS, HORSES AND FOWL SHALL BE FENCED IN AND NOT ALLOWED TO RUN AT LARGE IN THE SUBDIVISION.
3. DRAINAGE STRUCTURES UNDER PRIVATE DRIVES SHALL HAVE A .63 RCP DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER AND SHALL BE A MINIMUM OF ONE AND ONE DIAMETERS (1-1/2) SQUARE FEET (18" DIAMETER PIPE). DRIVEWAYS CONSTRUCTED, PER, UNLESS SPECIFIED BY THE COUNTY ROAD ADMINISTRATOR, OR COUNTY ENGINEER. CULVERTS AND BRIDGES MUST BE USED FOR ALL DRIVEWAYS AND/OR WALKS, ALTHOUGH DIP-STYLE DRIVEWAYS ARE ENCOURAGED WHERE APPROPRIATE.
4. PROPERTY OWNERS WILL OBTAIN DEVELOPMENT PERMITS/STORMWATER EXEMPTIONS FROM THE COUNTY FLOOD PLAIN ADMINISTRATOR FOR ALL DEVELOPMENT.
5. THE PROPERTY SUBDIVIDED HEREIN IS FURTHER RESTRICTED IN ITS USE AS SPECIFIED IN THE SUBDIVISION RESTRICTIONS AS FILED SEPARATELY FOR RECORDING IN THE COUNTY CLERK'S OFFICE OF WALLER COUNTY, TEXAS, TO WHICH REFERENCE IS MADE FOR SUCH RESTRICTIONS. A COPY OF SAID RESTRICTIONS WILL BE FURNISHED BY THE ATTORNEY FOR URBAN TWINWOOD, LP, A TEXAS LIMITED PARTNERSHIP, AS GENERAL PARTNER OF URBAN TWINWOOD GP, LLC, TO THE PURCHASER OF EACH AND EVERY LOT IN THE SUBDIVISION PRIOR TO CONSUMMATION OF EACH SALE.
6. THERE ARE NO UNDERGROUND PIPELINES WITHIN THE CONFINES OF THIS SUBDIVISION EXCEPT AS SHOWN ON THE ABOVE PLAT.
7. THERE SHALL BE NO SANITARY SEWER SYSTEM OR ANY WELLS WILL CONSTRUCTED WITHIN 50 FEET OF ANY LOT LINE THAT DOES NOT ABUTTING A PUBLIC ROAD.

IN TESTIMONY, WHEREOF, THE URBAN TWINWOOD, LP, A TEXAS, LIMITED PARTNERSHIP, AS GENERAL PARTNER OF URBAN TWINWOOD GP, LLC, HAS CAUSED TO BE SIGNED BY DON WEAVER, ITS MANAGER, ATTESTED BY ITS VICE PRESIDENT, DARLEEN ST. JEAN, AND ITS SEAL, THIS 15th DAY OF December, 2023.

URBAN TWINWOOD, LP,
A TEXAS LIMITED PARTNERSHIP

BY: URBAN TWINWOOD GP, LLC,
AS GENERAL PARTNER

BY: _____
DON WEAVER, MANAGER

ATTEST: _____
DARLEEN ST. JEAN, VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Harris

BEFORE ME, THE UNDER SIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DON WEAVER, MANAGER, AND DARLEEN ST JEAN, VICE PRESIDENT OF URBAN TWINWOOD, LP, A TEXAS LIMITED PARTNERSHIP, AS GENERAL PARTNER OF URBAN TWINWOOD GP, LLC, KNOWN TO ME, TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENTS, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THE ACT AND DEED OF SAID CORPORATION, FOR THE PURPOSES AND CONSIDERATIONS EXPRESSED, AND IN THE CAPACITIES STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 15th DAY OF December 2023

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MARISSA CHRISTINE DIAZ
My Notary ID # 12288598
Expires August 2, 2025

THIS IS TO CERTIFY THAT I, AARON G. FERGUSON, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THIS SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND, AND THAT ALL BLOCK CORNERS, LOT CORNERS AND PLANNING BOUNDARY MONUMENTS HAVE BEEN SET, THAT PERMANENT CONTROL POINTS WILL BE SET AT COMPLETION OF CONSTRUCTION AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP MAP NO. 48473C0265E, EFFECTIVE DATE FEBRUARY 18, 2006, THE SUBJECT TRACT LIES WITHIN ZONE "X" UNDER DETERMINED TO BE OUTSIDE THE 0.2% CHANCE ANNUAL CHANCE FLOODPLAIN.

12/14/23

AARON G. FERGUSON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6501

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED AARON G. FERGUSON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 14th DAY OF December 2023.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, SHAUN O'BRIEN, A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF WALLER COUNTY TO THE BEST OF MY KNOWLEDGE.

SHAUN O'BRIEN, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 116898

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SHAUN O'BRIEN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 18th DAY OF December 2023.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MARISSA CHRISTINE DIAZ
My Notary ID # 12288598
Expires August 2, 2025

I, H. ROSE MCCALL COUNTY ENGINEER OF WALLER COUNTY, CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF WALLER COUNTY.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL WALLER COUNTY PERMIT REQUIREMENTS HAVE BEEN MET.

2-8-24
DATE

H. ROSE MCCALL, P.E.
COUNTY ENGINEER

APPROVED BY COMMISSIONERS COURT OF WALLER COUNTY, TEXAS.
THIS 20th DAY OF February, 20 24

_____
CARBETT "TRey" J. JOHON III
COUNTY JUDGE

_____
JOHN A. AMOS
PRECINCT 1, COUNTY COMMISSIONER

Absent
KENRIC D. JONES
PRECINCT 2, COUNTY COMMISSIONER

_____
WALTER E. SMITH, P.E. R.P.L.S.
PRECINCT 3, COUNTY COMMISSIONER

_____
KEITH MCCRACKEN
PRECINCT 4, COUNTY COMMISSIONER

ACCEPTANCE OF THE ABOVE PLAT BY THE COMMISSIONERS COURT DOES NOT CONSTITUTE WALLER COUNTY ACCEPTANCE OF THE DEDICATED ROADS FOR APPLICATION INTO THE COUNTY ROAD SYSTEM. THE DEVELOPER IS REQUIRED TO COMPLY WITH SECTIONS 5 AND 6 OF THE THEN CURRENT WALLER COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS, IN THIS REGARD.

I, DEBBIE HOLLAN, CLERK OF THE COUNTY COURT OF WALLER COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON THE 22nd DAY OF February, 2024 AT 1:06 O'CLOCK P M. IN INSTRUMENT NUMBER 2402241 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT HEMPSTEAD, THE DAY AND DATE LAST ABOVE WRITTEN.

_____
DEBBIE HOLLAN
CLERK OF THE COUNTY COURT
WALLER COUNTY, TEXAS

BY: _____

1. I, IT IS TO BE UNDERSTOOD THAT THE APPROVAL OF THE PRELIMINARY PLAT BY THE DISTRICT DOES NOT CONSTITUTE OFFICIAL ACCEPTANCE OF THE PROPOSED DEVELOPMENT BY THE DISTRICT BUT DOES CONSTITUTE AN AUTHORIZATION TO BEGIN AND PROCEED WITH THE PREPARATION OF THE FINAL DRAINAGE PLANS AND PLAT.
2. THE APPROVAL SHALL NOT VOID, USE, THIS PRELIMINARY APPROVAL TO COMMENCE ANY CONSTRUCTION ACTIVITIES UNTIL THE FINAL DRAINAGE PLANS AND PLAT HAVE BEEN APPROVED AND ACCEPTED BY OFFICIAL ACTIONS BY THE DISTRICT AND THOSE ANY GOVERNING ENTITY WITH JURISDICTION.

BROOKSHIRE-KATY DRAINAGE DISTRICT PERMIT NO. 2024-03

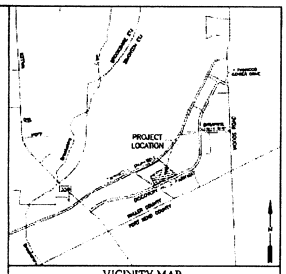
APPROVED BY THE BOARD OF SUPERVISORS ON 01-22-2024
DATE

_____
PRESIDENT

_____
SECRETARY

_____
DISTRICT ENGINEER

THE ABOVE HAVE SIGNED THESE PLANS AND/OR PLAT BASED ON THE INFORMATION OF THE DISTRICT'S ENGINEER WHO HAS REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL CONFORMANCE WITH THE DISTRICT'S RULES, REGULATIONS, AND GUIDELINES. THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS, AFTER THAT TIME IT MUST BE RESUBMITTED FOR REVIEW AND APPROVAL. THE DISTRICT'S ENGINEER HAS CHECKED THE CALCULATIONS PROVIDED IN THESE PLANS AND/OR PLATS SHOWN BELOW. CONCURRENTLY CHECKED AND VERIFIED PLANS SUBMITTED HERE WERE PREPARED, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS AND PLAT HAS BEEN SIGNED AND SEALED BY A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF TEXAS, WHICH CONVEYS THE ENGINEER'S AND/OR SURVEYOR'S RESPONSIBILITY AND ACCOUNTABILITY.



VICINITY MAP
SCALE: 1" = 2000'

KEY MAP NO. 482 K

FINAL REPLAT OF
TWINWOOD COMMERCE CENTER

A SUBDIVISION OF 11.383 ACRES OF LAND SITUATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS, BEING ALL OF RESERVE 15, TWINWOOD COMMERCE CENTER, A SUBDIVISION RECORDED UNDER INSTRUMENT NO. 2302041, MAP RECORDS OF WALLER COUNTY, TEXAS.

3 COMMERCIAL RESERVES (11.383 ACRES) 1 BLOCK

DECEMBER 14, 2023 JOB NO. 4016-0003.310

REASON FOR REPLAT: TO CREATE 3 COMMERCIAL RESERVES

OWNER/DEVELOPER:
URBAN TWINWOOD, LP,
A TEXAS LIMITED PARTNERSHIP
DON WEAVER, MANAGER
2110 GRANDWAY DRIVE, KATY, TX 77449
PHONE: (713) 338-8388 EMAIL: manager@urbancompanies.com

ENGINEER:
RSG ENGINEERING
23501 CINCO RIDGE PKWY
SUITE 110
KATY, TEXAS 77494
PH. 713-636-1777
EMAIL: EMAIL@RSGENGINEERING.COM

SURVEYOR:
LJA Surveying, Inc.
3600 W Sam Houston Parkway S
Suite 175
Houston, Texas 77042
Phone 713.953.5000
Fax 713.953.5026
T.B.P.E.L.S. Firm No. 10194382
shirquez@ljasurvey.com

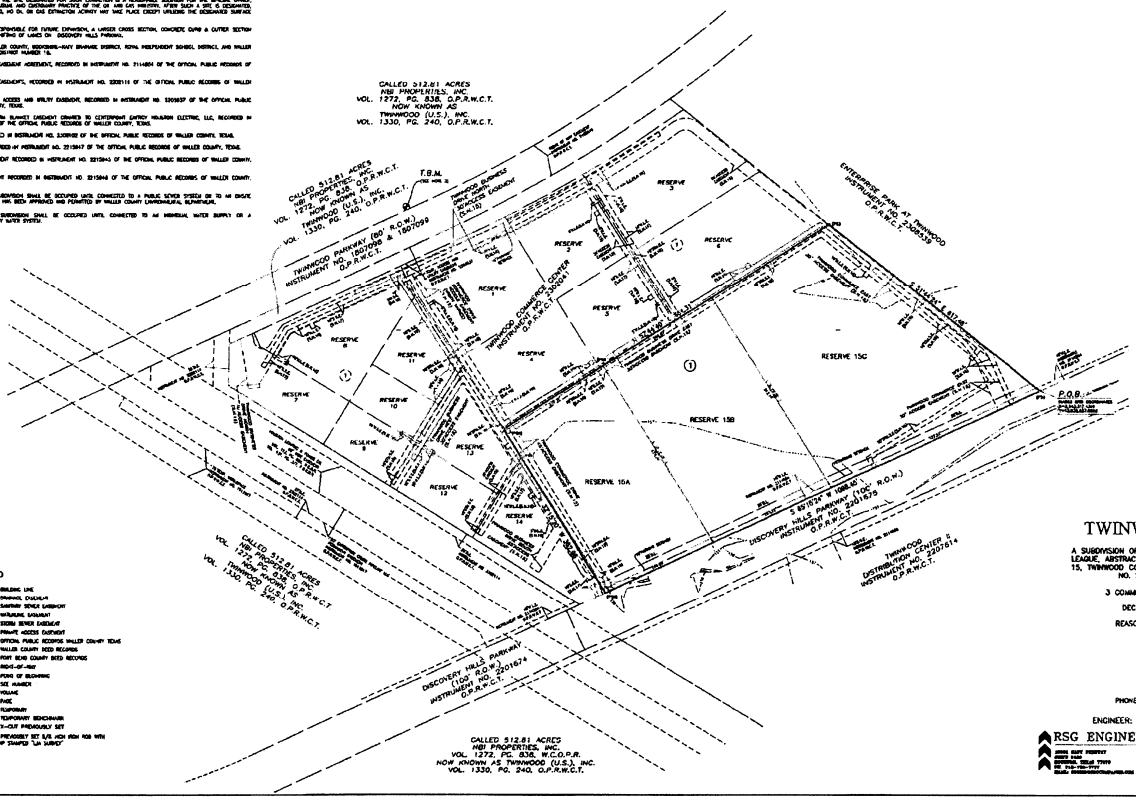
SHEET 1 OF 2

NOTES:

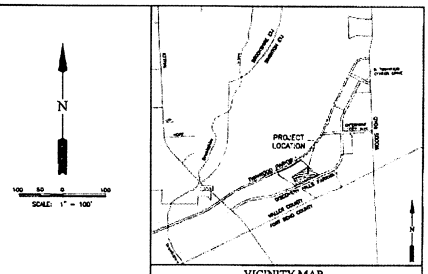
1. THE FOLLOWING COORDINATES ARE LJA PROJECT SURFACE COORDINATES BASED ON THE TEXAS COORDINATE SYSTEM NAD83 SOUTH CENTRAL ZONE (4204) AND MAY BE BROUGHT TO GRID COORDINATES BY APPLYING THE SCALE FACTOR OF 0.99987719.
2. BENCHMARK WAS HOCKED INTO A CONCRETE CURB, ROD W/ ELOGE, ADDRESS 29819 DAIN & LOOP CAP STAMPED HOCKED BB 19&8, THE POINT IS LOCATED AT THE EAST END OF FM 1463 +/- 665 FEET SOUTHEAST OF THE INTERSECTION OF FM 1463 AND CYPRESS ROSE RD. +/- 70 FEET EAST OF THE EASTERN SIDE OF PAVEMENT LINE OF FM 1463. ELEVATION = 139.86 FEET NAVD88 (2001) FBC LOAM DATUM
3. TEMPORARY BENCHMARK: BM#1=CP_ST: TOP OF A 1/2 INCH ROD WITH PLASTIC CAP STAMPED "LJA CONTROL" SET AT THE NORTHWEST SIDE OF TWINWOOD PARKWAY, THE POINT IS LOCATED +/- 1,200 FEET SOUTHWEST OF THE INTERSECTION OF ENTERPRISE CHAPEL AND TWINWOOD PARKWAY AND +/- 31 FEET NORTHWEST OF THE NEAR 'B' PAVILIONS OF WINDWOOD PUBLISHING
ELEVATION = 136.23 FEET NAVD88 (2001) FBC LOAM DATUM
4. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 48473C0230L, EFFECTIVE DATE FEBRUARY 18, 2009, THE SUBJECT TRACT LIES WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE ANNUAL CHANCE FLOODPLAIN). LJA DOES NOT WARRANT OR SUBSCRIBE TO THE ACCURACY OR DETAIL OF SAID MAP.
5. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH, WITH A PLASTIC CAP marked "LJA SURVEY" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS, LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION.
6. ACCEPTANCE OF THE ABOVE PLAT BY THE COMMISSIONERS COURT DOES NOT IMPLY WALLER COUNTY ACCEPTANCE OF THE DEDICATED ROADS FOR MAINTENANCE. IF THE ROADS ARE NOT ACCEPTED, THE DEVELOPER IS RESPONSIBLE TO COMPLY WITH SECTIONS 3 AND 6 OF THE TXDOT CURRENT WALLER COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS, AS THEY RECEIVE.
7. NO PIPELINE EASEMENTS ARE WITHIN THE LIMITS OF THE SUBDIVISION.
8. ANY PLAT OR MAPPED PLAN MAY MAKE REASONABLE ACCOMMODATION FOR A SPECIFIC SURFACE SITE(S) FOR EXTRACTION OF OIL AND GAS. IF A SURFACE SITE IS ACCOMMODATED, THE DEVELOPER SHALL PROVIDE PROOF FROM THE AMERICAN PETROLEUM INSTITUTE, GEOLOGIST OR OTHER PROFESSIONAL THAT OIL SITE RECOMMENDED FOR SUCH EXTRACTION IS A REASONABLE SOLUTION FOR THE SURFACE OWNER. IN ACCORDANCE WITH THE USUAL AND CUSTOMARY PRACTICE OF THE OIL AND GAS INDUSTRY, VIEW SUCH A SITE IS DESIGNATED, AND THE PLAT IS APPROVED, NO OIL OR GAS EXTRACTION ACTIVITY MAY TAKE PLACE EXCEPT UPLOADING THE BOUNDARIES SURFACE SITE.
9. WALLER COUNTY IS NOT RESPONSIBLE FOR FUTURE EXPANSION, A LARGER CROSS SECTION, CONCRETE CURB & GUTTER SECTION AND ADDITIONAL ROW OR SHIFTING OF LANES ON DISCOVERY HILLS PARKWAY.
10. PROPERTY LIES WITHIN WALLER COUNTY, BROOKSHIRE-KATY DRAINAGE DISTRICT, KATY INDEPENDENT SCHOOL DISTRICT, AND WALLER COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 16.
11. SUBJECT TO A WATERLINE EASEMENT AGREEMENT, RECORDED IN INSTRUMENT NO. 2114804 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS.
12. SUBJECT TO A DRAINAGE EASEMENTS, RECORDED IN INSTRUMENT NO. 2202116 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS.
13. SUBJECT TO A TEMPORARY ACCESS AND UTILITY EASEMENT, RECORDED IN INSTRUMENT NO. 2206937 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS.
14. SUBJECT TO A SHORT FORM ELEMENT EASEMENT GRANTED TO CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, RECORDED IN INSTRUMENT NO. 1900000 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS.
15. ACCESS EASEMENT RECORDED IN INSTRUMENT NO. 2208902 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS.
16. WATERLINE EASEMENT RECORDED IN INSTRUMENT NO. 2218647 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS.
17. 10' SANITARY SEWER EASEMENT RECORDED IN INSTRUMENT NO. 2215844 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS.
18. 10' STORM SEWER EASEMENT RECORDED IN INSTRUMENT NO. 2215844 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS.
19. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ONSITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY WALLER COUNTY ENVIRONMENTAL DEPARTMENT.
20. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM.

RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
RESERVE 15A	2.04+/-	132,869	RESTRICTED TO COMMERCIAL
RESERVE 15B	2.34±	149,482	RESTRICTED TO OCCUPANCY
RESERVE 15C	6.199	270,447	RESTRICTED TO NON-RESIDENTIAL

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 29°13' 29" W	75.00'



LEGEND	
B.L.	INDICATES BUILDING LINE
D.E.	INDICATES DRAINAGE EASEMENT
S.S.E.	INDICATES SANITARY SEWER EASEMENT
W.L.E.	INDICATES WATERLINE EASEMENT
STM.S.E.	INDICATES STORM SEWER EASEMENT
P.A.E.	INDICATES PRIVATE ACCESS EASEMENT
O.P.R.W.C.T.	INDICATES OFFICIAL PUBLIC RECORDS WALLER COUNTY TEXAS
W.C.D.R.	INDICATES WALLER COUNTY DEED RECORDS
F.B.C.D.R.	INDICATES FORT BEND COUNTY DEED RECORDS
R.O.W.	INDICATES RIGHT-OF-WAY
P.O.B.	INDICATES POINT OF BEGINNING
S.M.	INDICATES SEE MARKER
VOL.	INDICATES VOLUME
PG.	INDICATES PAGE
TEMP.	INDICATES TEMPORARY
T.B.M.	INDICATES TEMPORARY BENCHMARK
(PKS)	INDICATES X-CUT PREVIOUSLY SET
(PS)	INDICATES PREVIOUSLY SET 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "LJA SURVEY"



VICINITY MAP
SCALE: 1" = 2000'

KEY MAP NO. 482 K

BEING 11.383 ACRES OF LAND, LOCATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS, AND BEING ALL OF RESERVE 15 OF TWINWOOD COMMERCE CENTER, A SUBDIVISION OF RECORD IN INSTRUMENT NUMBER 2302041 OF THE OFFICIAL PUBLIC RECORDS OF SAID WALLER COUNTY, TEXAS (H.C.P.R.), SAID 11.383 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, 2001 ADJUSTMENT):

BEGINNING AT A 5/8"-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" PREVIOUSLY SET FOR THE SOUTHEAST CORNER OF SAID RESERVE 15, COMMON TO THE SOUTHWEST CORNER OF COMMERCIAL RESERVE "B" OF ENTERPRISE PARK AT TWINWOOD, A SUBDIVISION OF RECORD IN INSTRUMENT NUMBER 2308535 H.C.P.R., IN THE NORTH RIGHT-OF-WAY LINE OF DISCOVERY HILLS PARKWAY AS RECORDED IN SAID INSTRUMENT NUMBER 2301675, H.C.P.R.;

THENCE, SOUTH 89° 52' 34" WEST, ALONG THE SOUTH LINE OF SAID RESERVE 15, COMMON TO SAID NORTH RIGHT-OF-WAY LINE, 1,086.90 FEET TO AN X-CUT PREVIOUSLY SET FOR THE SOUTHWEST CORNER OF SAID RESERVE 15, COMMON TO THE SOUTHEAST CORNER OF RESERVE 11 OF SAID TWINWOOD COMMERCE CENTER;

THENCE, NORTH 32° 15' 26" WEST, ALONG A WEST LINE OF SAID RESERVE 15, COMMON TO THE EAST LINE OF SAID RESERVE 11, 243.28 FEET TO AN X-CUT PREVIOUSLY SET FOR A WEST CORNER OF SAID RESERVE 15, COMMON TO THE NORTH CORNER OF SAID RESERVE 11 AND THE EAST CORNER OF RESERVE 13 OF SAID TWINWOOD COMMERCE CENTER;

THENCE, NORTH 32° 15' 26" WEST, ALONG A WEST LINE OF SAID RESERVE 15, COMMON TO THE EAST LINE OF SAID RESERVE 13, 76.56 FEET TO AN X-CUT PREVIOUSLY SET FOR THE NORTHWEST CORNER OF SAID RESERVE 15, COMMON TO THE SOUTHWEST CORNER OF RESERVE 4 OF SAID TWINWOOD COMMERCE CENTER;

THENCE, NORTH 57° 44' 45" EAST, ALONG THE NORTH LINE OF SAID RESERVE 15, COMMON TO THE SOUTH LINES OF RESERVE 1, 2, AND 3 OF SAID TWINWOOD COMMERCE CENTER, 849.21 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" PREVIOUSLY SET FOR THE NORTHEAST CORNER OF SAID RESERVE 15, COMMON TO THE SOUTHEAST CORNER OF SAID RESERVE 3, IN THE SOUTHWEST LINE OF THE AFOREMENTIONED COMMERCIAL RESERVE "B";

THENCE, SOUTH 31° 44' 31" EAST, ALONG THE EAST LINE OF SAID RESERVE 15, COMMON TO THE SOUTHWEST LINE OF SAID COMMERCIAL RESERVE "B", 617.46 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.383 ACRES OF LAND.

FINAL REPLAT OF TWINWOOD COMMERCE CENTER

A SUBDIVISION OF 11.383 ACRES OF LAND SITUATED IN THE NATHAN BROOKSHIRE LEAGUE, ABSTRACT NUMBER 16, WALLER COUNTY, TEXAS, BEING ALL OF RESERVE 15, TWINWOOD COMMERCE CENTER, A SUBDIVISION RECORDED UNDER INSTRUMENT NO. 2302041, MAP RECORDS OF WALLER COUNTY, TEXAS.

3 COMMERCIAL RESERVES (11.383 ACRES) 1 BLOCK

DECEMBER 14, 2023 JOB NO. 4016-0003.310

REASON FOR REPLAT: TO CREATE 3 COMMERCIAL RESERVES

OWNER/DEVELOPER:

URBAN TWINWOOD, LP,
A TEXAS LIMITED PARTNERSHIP
DON WEAVER, MANAGER
2110 BROADWAY DRIVE, KATY, TX 77449
PHONE: (713) 339-0360 EMAIL: mowerson@urbancompanies.com

ENGINEER:
RSG ENGINEERING

SURVEYOR:
LJA Surveying, Inc.
2655 W Sam Houston Parkway S
Suite 175
Houston, Texas 77042
T.B.P.L.S. Firm No. 10194282
Phone 713.953.5200
Fax 713.953.5026

SHEET 2 OF 2

EXHIBIT B

SUPPORT DOCUMENTATION FOR REAL PROPERTY THAT QUALIFIES FOR ABATEMENT

Total values for both should match those totals provided in the economic impact data sheet that was submitted prior to the application.

Real Property Improvements (does not include land):

"Real Property" real property improvements, as designated by the Waller County Appraisal District, are any buildings, including any buildings that are built on skids or portable buildings, parking areas, and any fences attached to the land.

Please complete a list of the value for each building(s), fencing, driveways, parking, and other real property improvements along with the total value. Do not include cost of detention, engineering, or any soft costs. Add as many rows as you need to document your project values. If you have more than one building, then use either their address or corresponding identifier found on your site plan or survey.

The Real Property Improvements show in the table below shall be located on the Premises at 2392 Discovery Hills Parkway, Brookshire, Texas 77423:

Description		**Cost**
46,800SF commercial building	2392 Discovery Hills Parkway, Brookshire, Texas 77423	See total
Driveways & Parking: Included in Building Cost		See total
Other Improvements		
Total		$3,259,035

Exhibit B

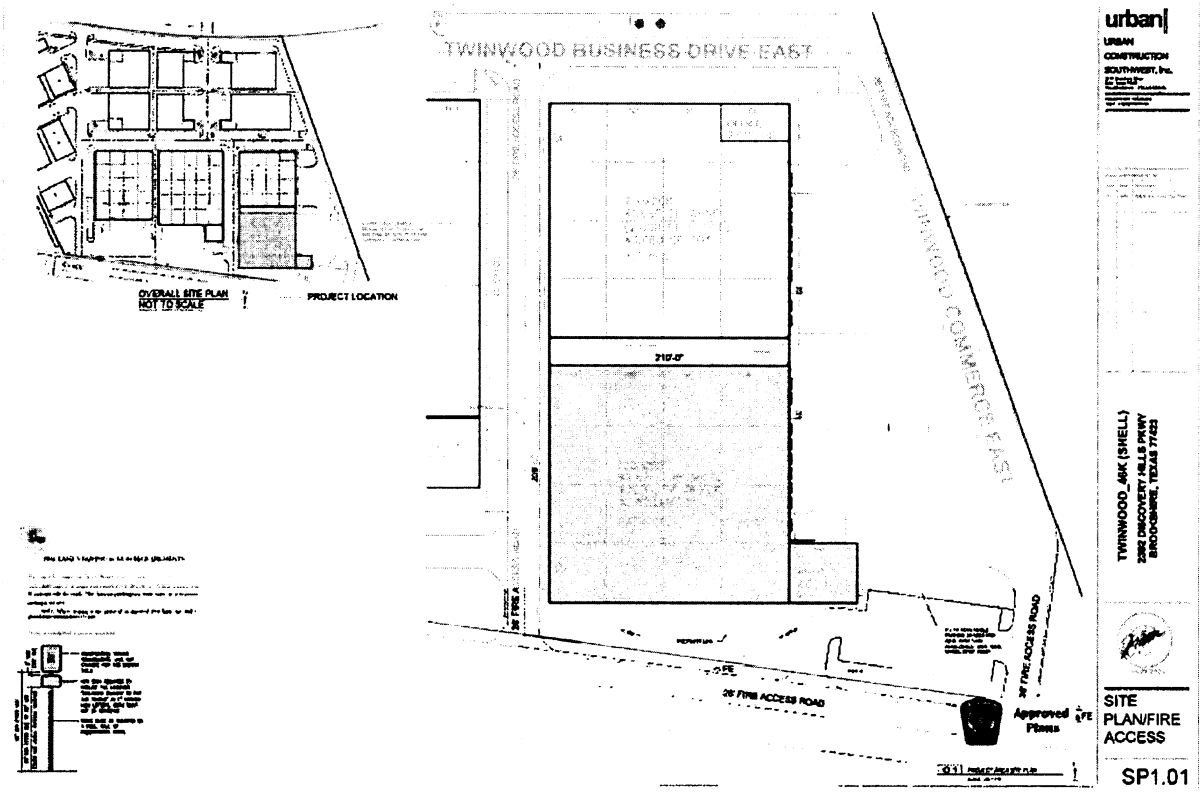

TWINWOOD BUSINESS DRIVE EAST
TWINWOOD COMMERCE EAST
210'-0"
26' FIRE ACCESS ROAD
26' FIRE ACCESS ROAD
Approved FE Plans
OVERALL SITE PLAN
NOT TO SCALE
PROJECT LOCATION
urban
URBAN CONSTRUCTION SOUTHWEST, Inc.
TWINWOOD_46K (SHELL)
2302 DISCOVERY HILLS PKWY
BROOKSHIRE, TEXAS 77423
SITE PLAN/FIRE ACCESS
SP1.01

Exhibit B

EXHIBIT C

8

STATE OF TEXAS

COUNTY OF WALLER

IN THE COMMISSIONERS COURT

OF WALLER COUNTY, TEXAS

ORDER DESIGNATING REINVESTMENT ZONE
WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12
PURSUANT TO SECTIONS 312.401 AND 312.201 OF THE TAX CODE
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

BE IT REMEMBERED at a meeting of Commissioners Court of Waller County, Texas, held on the 10th day of May, 2023, on motion made by Kendric Jones Commissioner of Precinct No 3, and seconded by Justin Beckendorff Commissioner of Precinct No 4, the following Order was adopted:

WHEREAS, the Commissioners Court of Waller County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the county to designate Twinwood Business Park, located south of I-10, west of and adjacent to Woods Road, and north of the Waller/Fort Bend County line, as a reinvestment zone pursuant to Sections 312.401 and 312.201 of the Tax Code (The Property Redevelopment and Tax Abatement Act).

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF WALLER COUNTY, TEXAS

Section 1. That the Commissioners Court hereby designates as a Reinvestment Zone (the "Zone") Twinwood Business Park located in the area described as 410.9 acres of land located in the Nathan Brookshire Survey Abstract Number 16 Waller County Texas out of that certain called 372.8995 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1293, Page 229, of the Official Public Records of said Waller County Texas (W.C.O.P.R.), that certain called 6.35 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1394, Page 828, W.C.O.P.R., that certain called 14.00 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Instrument Number 1607328 W.C.O.P.R., that certain called 89.10 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1334, Page 457, W.C.O.P.R., that certain called 16.93 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1334, Page 467, W.C.O.P.R., that certain called 190.91 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1338, Page 389, W.C.O.P.R., and that certain called 512.81 acre tract described in deed to NBI Properties, Inc. by an instrument of record in Volume 1272, Page 838, W.C.O.P.R., said NBI Properties, Inc. acre tract now known as Twinwood (US) Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R. the

survey attached hereto as Exhibit A and made apart hereof for all purposes WALLER COUNTY TWINWOOD BUSINESS PARK REINVESTMENT ZONE 12;

Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act;

Section 3. That the Commissioners Court has heretofore adopted Tax Abatement and Incentives Policy Guidelines & Criteria for Waller County;

Section 4 That the Commissioners Court held a public hearing to consider this Order on the 10th day of May, 2023;

Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement;

Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community; and

Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 10th day of May, 2023.

CARBETT "TREY" J. DUHON III
County Judge

COMMISSIONER JOHN A AMSLER
Precinct No. 1

COMMISSIONER KENDRIC JONES
Precinct No. 3

COMMISSIONER WALTER SMITH
Precinct No. 2

COMMISSIONER JUSTIN BECKENDORFF
Precinct No. 4

February 8, 2018
Job No. 7777-2010

DESCRIPTION OF
410.9 ACRES

Being 410.9 acres of land located in the Nathan Brookshire Survey, Abstract Number 16, Waller County, Texas, out of that certain called 372.8995 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1293, Page 229, of the Official Public Records of said Waller County, Texas (W.C.O.P.R.), that certain called 6.35 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1394, Page 828, W.C.O.P.R., that certain called 14.00 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Instrument Number 1607328, W.C.O.P.R., that certain called 89.10 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1334, Page 457, W.C.O.P.R., that certain called 16.93 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1334, Page 467, W.C.O.P.R., that certain called 190.91 acre tract described in deed to Woods Road & I-10 Investments, Inc. by an instrument of record in Volume 1338, Page 389, W.C.O.P.R., and that certain called 512.81 acre tract described in deed to NBI Properties, Inc. by an instrument of record in Volume 1272, Page 638, W.C.O.P.R., said NBI Properties, Inc. acre tract now known as Twinwood (U.S.), Inc. by an instrument of record in Volume 1330, Page 240, W.C.O.P.R., said 410.9 acre tract being more particularly described by metes and bounds as follows (all bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment):

Beginning at a 5/8-inch iron rod with cap stamped "Kalkomey Surveying" found for the southeast corner of said 512.81 acre tract, common to the northeast corner of that certain tract of land described as "Tract 3" in deed to FF Texas Holdings, LP by an instrument of record in File Number 2013104491, of the Official Public Records of Fort Bend County, Texas (F.B.C.O.P.R.), in the west right-of-way line of Woods Road (called 80-feet wide), and in the Waller/Fort Bend County Line;

Thence, South 64° 48' 51" West, departing said west right-of-way line, along the southeast line of said 512.81 acre tract, common to the northwest lines of said Tract 3 and that certain called 0.138 acre tract described in deed to State of Texas by an instrument of record in Volume 264, Page 217, of the Deed Records of said Fort Bend County, Texas, and along said County Line, 6,445.84 feet to a 5/8-inch iron rod with cap stamped "Landtech-Consultants" found for the southwest corner of said 512.81 acre tract, common to the northwest corner of said 0.138 acre tract, in the northeast right-of-way line of F.M. Highway 359 (called 100-feet wide);

Thence, North 35° 56' 35" West, along the west line of said 512.81 acre tract, common to said northeast right-of-way line, 1,754.96 feet to a point for corner;

Thence, North 54° 03' 40" East, departing said common line, 500.29 feet to a point for corner, the beginning of a tangent curve;

Thence, 618.09 feet along the arc of a tangent curve to the right, having a radius of 3,165.00 feet, a central angle of 11° 11' 21", and a chord which bears North 59° 39' 21" East, 617.11 feet to a point for corner;

Thence, North 65° 15' 01" East, 2,257.72 feet to a point for corner, the beginning of a tangent curve;

Thence, 2,666.12 feet along the arc of a tangent curve to the left, having a radius of 3,235.00 feet, a central angle of 47° 13' 13", and a chord which bears North 41° 38' 25" East, 2,591.31 feet to a point for corner;

Thence, North 18° 01' 48" East, 504.67 feet to a point for corner, the beginning of a tangent curve;

Thence, 471.10 feet along the arc of a tangent curve to the right, having a radius of 3065.00 feet, a central angle of 08° 48' 23", and a chord which bears North 22° 26' 00" East, 470.63 feet to a point for corner;

Thence, North 26° 50' 12" East, 2,093 87 feet to a point for corner the beginning of a tangent curve,

Thence, 491.42 feet along the arc of a tangent curve to the right, having a radius of 465.00 feet, a central angle of 60° 33' 04", and a chord which bears North 57° 06' 44" East, 468.87 feet to a point for corner;

Thence, North 87° 23' 16" East, 247.40 feet to a point for corner in the east line of the aforementioned 372.8995 acre tract, common to the aforementioned west right-of-way line of Woods Road,

Thence, South 02° 36' 44" East, 1.505 90 feet to the southeast corner of said 372 8995 acre tract, common to the intersection of the north line of the aforementioned 6 35 acre tract and said west right-of-way line, from which a found 5/8-inch iron rod bears. South 87° 46' 34" West, 1 19 feet.

Thence, North 87° 46' 34" East, along the north line of said 6.35 acre tract. 39.96 feet to a point for corner in the centerline of said Woods Road.

Thence, South 02° 31' 07" East, along the east line of said 6.35 acre tract, common to the centerline of said Woods Road, 23.05 feet to a cotton spindle found for the southeast corner of said 6.35 acre tract, common to the northeast corner of that certain tract of land described in deed to Kohinoor Group, L.P. by an instrument of record in Volume 1293, Page 107, W.C.O.P.R.:

Thence, South 87 34' 15" West, along the south line of said 6.35 acre tract, common to the north line of said Kohinoor Group tract. 716.36 feet to the northeast corner of the aforementioned 14.00 acre tract;

Thence, South 02° 31' 07" East. along the east line of said 14 00 acre tract, 199 58 feet to the southeast corner of said 14.00 acre tract in a north line of the aforementioned 89.10 acre tract:

Thence, North 87° 34' 14" East, along the south line of said Kohinoor Group tract, common to a north line of said 89.10 acre tract, passing at a distance of 675.98, a 3/4-inch iron rod with cap stamped "Kalkomey Surveying" found for the intersection of said common line with the aforementioned west right-of-way line of Woods Road, continuing for a total distance of 716.36 feet to a mag nail with shiner found for the southeast corner of said Kohinoor Group tract, common to a northeast corner of said 89.10 acre tract, in the centerline of said Woods Road;

Thence, South 02° 31' 07" East, along the centerline of said Woods Road, common to the east line of said 89.10 acre tract, passing at a distance of 399.21, a mag nail found for the common east corner of said 89.10 acre tract and the aforementioned 16.93 acre tract, continuing along said centerline, common to the east line of said 16.93 acre tract, passing at a distance of 598.84 feet, a mag nail with shiner found for the common east corner of said 16.93 acre tract and the aforementioned 190.91 acre tract, continuing along said centerline, common to the east line of said 190.91 acre tract for a total distance of 1,687.80 feet to the southeast corner of said 190.91 acre tract, from which a found cotton spindle bears, North 87° 43' 24" East, 0.81 feet;

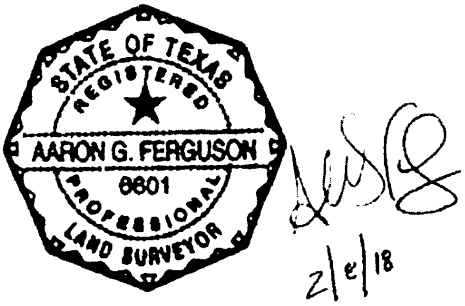
Thence, South 87° 43' 24" West, departing said centerline, along the south line of said 190.91 acre tract, passing at a distance of 39.26, a 3/4-inch iron rod with cap stamped "Kalkomey Surveying" found for the northeast corner of that certain called 19.49 acre tract of land described in deed to Ironwood Yoakum Partners, LLC by an instrument of record in File Number 1608441,W.C.O.P.R., continuing along the north line of said 19.49 acre tract, common to said south line for a total distance of 963.14 feet to a 5/8-inch iron rod found for the northwest corner of said 19.49 acre tract, common to an east corner of the aforementioned 512.81 acre tract;

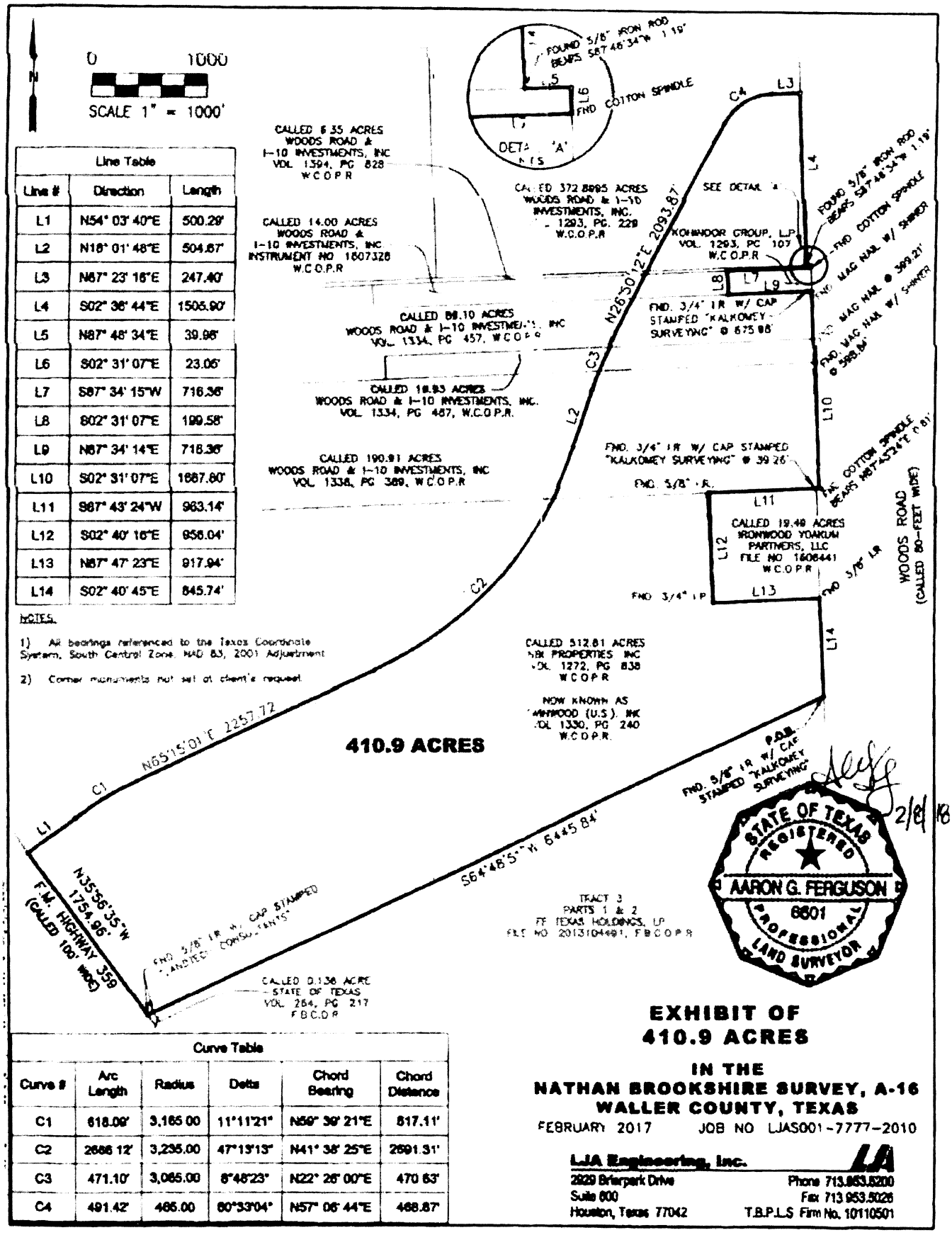
Thence, South 02° 40' 16" East, departing said south line, along the west line of said 19.49 acre tract and an east line of said 512.81 acre tract, 956.04 feet to a 3/4-inch iron pipe found for the southwest corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract;

Thence, North 87° 47' 23" East, along the south line of said 19.49 acre tract, common to an east line of said 512.81 acre tract, 917.94 feet to a 3/8-inch iron rod found for the southeast corner of said 19.49 acre tract, common to an east corner of said 512.81 acre tract in the aforementioned west right-of-way line of said Woods Road,

Thence, South 02° 40' 45" East, along an east line of said 512.81 acre tract, common to said west right-of-way line, 845.74 feet to the POINT OF BEGINNING and containing 410.9 acres of land.

Corner monuments were not set at the client's request





Line Table		
Line #	Direction	Length
L1	N54° 03' 40"E	500.29'
L2	N18° 01' 48"E	504.67'
L3	N87° 23' 16"E	247.40'
L4	S02° 36' 44"E	1505.90'
L5	N87° 48' 34"E	39.98'
L6	S02° 31' 07"E	23.06'
L7	S87° 34' 15"W	716.36'
L8	S02° 31' 07"E	199.58'
L9	N87° 34' 14"E	716.36'
L10	S02° 31' 07"E	1687.80'
L11	S87° 43' 24"W	963.14'
L12	S02° 40' 16"E	956.04'
L13	N87° 47' 23"E	917.94'
L14	S02° 40' 45"E	845.74'

NOTES:

1) All bearings referenced to the Texas Coordinate System, South Central Zone, NAD 83, 2001 Adjustment

2) Corner monuments not set at client's request

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	618.09'	3,165.00	11°11'21"	N59° 39' 21"E	617.11'
C2	2686.12'	3,235.00	47°13'13"	N41° 38' 25"E	2691.31'
C3	471.10'	3,065.00	8°48'23"	N22° 26' 00"E	470.63'
C4	491.42'	466.00	60°33'04"	N57° 06' 44"E	468.87'

EXHIBIT OF 410.9 ACRES

IN THE NATHAN BROOKSHIRE SURVEY, A-16 WALLER COUNTY, TEXAS

FEBRUARY 2017 JOB NO. LJAS001-7777-2010

LJA Engineering, Inc.
2929 Briarpark Drive
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026
T.B.P.L.S. Firm No. 10110501

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: $102,071.72

Please make check payable to:

Name: LJA Engineering, Inc.

Address: Dept. 803

P.O. Box 4346 Houston, TX 77210-4346

Please mail check to:

Name: LJA Engineering, Inc.

Address: Dept. 803

P.O. Box 4346 Houston, TX 77210-4346

Purpose of check: Invoice # 8 # 202505529 Project # PM5121-2471

Charge to GL line: Mobility Bond

Julie Adams 3-12-25

Signature of Person Submitting Request — Date

3-12-25

Signature of Official/Department Head Submitting Request — Date

Program Man
512.439.4700
TBPELS F-14256
www.LJAProgramManagement.com
7500 Rialto Boulevard, Building II, Suite 100, Austin, Texas 78735

Waller County
775 Bus 290 East
2000 NW Loop 410
Hempstead, TX 77445
Attention: J. Ross McCall, PE

Invoice Date: 03/10/2025
Invoice No.: 202505529
Project No.: PM5121-2471
Bill No.: 8
P.O. No.: 207745

INVOICE

Description: **Waller County 2023 Road Bond Program GEC**

For Professional Services Rendered: 2/01/2025 through 2/28/2025.

Contract Amount:	**$15,000,000.00**
Authorized Amount:	**$3,000,000.00**
Invoice Amount:	**$102,071.72**
Previous Invoiced Amount:	**$736,818.26**
Invoiced to Date:	**$838,889.98**
Balance Remaining:	**$2,161,110.02**

TOTAL AMOUNT DUE THIS INVOICE **$102,071.72**

This invoice is true and unpaid

Approved By: John C. Tyler
John Tyler

Mail checks payable to:

LJA Engineering, Inc.
DEPT. 803
P.O. BOX 4346
Houston, TX 77210-4346

Send ACH or Wire payments to:

Account Name	LJA Engineering, Inc
Name of Bank	Amegy Bank
ABA Routing Number	113011258
Account Number	5795329241
Swift Code	ZFNBUS55

Please email a remittance advice to AR@lja.com

LJA ENGINEERING

3600 W Sam Houston Pkwy S
Suite 600
Houston, TX 77042

Phone 713.953.5200
Fax 713.953.5026
www.lja.com

March 10, 2025

Invoice No: 202505529

For services through 2/28/2025

Bill To:
J. Ross McCall, PE
Waller County
775 Bus 290 East
Hempstead, TX 77445

Questions about the invoice? *Please email Billing@lja.com*

Questions about the payment? *Please email AR@lja.com*

Project No: PM5121-2471 **Waller County Bond Program Management**

Project Manager: John Tyler

T&M Phase: 901 - Project Design Engineer Coord.

Professional Services	Billed Hours	Billed Rate	Current Billed
Senior Engineer			
Mikhail, Magdy	1.50	$297.23	$445.85
Subtotal	*1.50*		*$445.85*
		Total For Phase: 901	**$445.85**

T&M Phase: 904 - Program Management

Professional Services	Billed Hours	Billed Rate	Current Billed
Admin/Clerical			
Harper, Carrie	15.50	$109.51	$1,697.41
Deputy Project Manager			
Freeman, Daniel	73.00	$328.52	$23,981.96
Design Engineer			
Dezarn, Katlyn	98.00	$203.37	$19,930.26
Engineer-in-Training II			
Robles, Randy	4.00	$140.79	$563.16
Project Engineer			
Mcbride, Robert	16.00	$234.65	$3,754.40
Project Manager			
Tyler, John	50.50	$350.42	$17,696.21
Subtotal	*257.00*		*$67,623.40*
		Total For Phase: 904	**$67,623.40**

T&M Phase: 905 - Project Coordination

Professional Services	Billed Hours	Billed Rate	Current Billed
Engineer-in-Training I			
Maddox, Brandon	10.00	$109.51	$1,095.10
Project Engineer			
Mcbride, Robert	16.00	$234.65	$3,754.40
Senior Engineer			
Keck, Michael	24.00	$297.23	$7,133.52
Senior Technical Advisor			
Stuart, Justin	42.00	$453.66	$19,053.72
Utility Coordinator			
Ramirez, Jose	1.00	$172.08	$172.08
Subtotal	*93.00*		*$31,208.82*
		Total For Phase: 905	**$31,208.82**

T&M Phase: 907 - GIS

Professional Services	Billed Hours	Billed Rate	Current Billed
GIS Database Administrator			
Lyde, Robert	2.00	$168.95	$337.90
Project Coordinator II			
Vo, Daniel	23.50	$104 50	$2,455 75
Subtotal	*25.50*		*$2,793 65*
		Total For Phase: 907	**$2,793.65**

TOTAL AMOUNT DUE **$102,071.72**

	Current	*Previous*	*Total*	*Contract*
BTD for Total Project	*$102,071.72*	*$736,818.26*	*$838,889 98*	*$3,000,000 00*

Mail checks payable to:

LJA Engineering, Inc.

DEPT. 803

P.O. BOX 4346

Houston, TX 77210-4346

Send ACH or Wire payments to:

Account Name	LJA Engineering, Inc
Name of Bank	Amegy Bank
ABA Routing Number	113011258
Account Number	5795329241
Swift Code	ZFNBUS55

Please email a remittance advice to AR@lja.com

BILLING BACKUP Monday March 10, 2025 7:31:26 AM

T&M Phase: 901 - Project Design Engineer Coord.

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
Senior Engineer					
Magdy Mikhail	T784133	02/04/25	1.50	297.23	$445.85
Review proposed Geotechnical test plan and estimated					
				Total For Phase: 901	**$445.85**

T&M Phase: 904 - Program Management

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
Admin/Clerical					
Carrie Harper	T783788	02/03/25	1.50	109.51	$164.27
Admin and budget update					
Carrie Harper	T783788	02/07/25	1.50	109.51	$164.27
Admin					
Carrie Harper	T786087	02/10/25	1.50	109.51	$164.27
Admin and budget update					
Carrie Harper	T786087	02/14/25	1.50	109.51	$164.27
Admin					
Carrie Harper	T789745	02/18/25	2.00	109.51	$219.02
Admin					
Carrie Harper	T789745	02/19/25	1.00	109.51	$109.51
Admin					
Carrie Harper	T789745	02/21/25	2.00	109.51	$219.02
Admin					
Carrie Harper	T792309	02/25/25	1.00	109.51	$109.51
Admin					
Carrie Harper	T792309	02/26/25	1.00	109.51	$109.51
Admin					
Carrie Harper	T792309	02/28/25	2.50	109.51	$273.78
Admin					
Deputy Project Manager					
Daniel Freeman	T784137	02/03/25	4.00	328.52	$1,314.08
Daniel Freeman	T784137	02/04/25	2.00	328.52	$657.04
Daniel Freeman	T784137	02/05/25	2.00	328.52	$657.04
Daniel Freeman	T784137	02/06/25	4.00	328.52	$1,314.08
Daniel Freeman	T784137	02/07/25	6.00	328.52	$1,971.12
Daniel Freeman	T786436	02/10/25	4.00	328.52	$1,314.08
Daniel Freeman	T786436	02/11/25	4.00	328.52	$1,314.08

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
Daniel Freeman	T786436	02/12/25	2.00	328.52	$657.04
Daniel Freeman	T786436	02/13/25	7.00	328.52	$2,299.64
Daniel Freeman	T786436	02/14/25	2.00	328.52	$657.04
Daniel Freeman	T790091	02/17/25	8.00	328.52	$2,628.16
Daniel Freeman	T790091	02/18/25	4.00	328.52	$1,314.08
Daniel Freeman	T790091	02/19/25	6.00	328.52	$1,971.12
Daniel Freeman	T790091	02/20/25	2.00	328.52	$657.04
Daniel Freeman	T790091	02/21/25	6.00	328.52	$1,971.12
Daniel Freeman	T792656	02/24/25	4.00	328.52	$1,314.08
Daniel Freeman	T792656	02/25/25	2.00	328.52	$657.04
Daniel Freeman	T792656	02/28/25	4.00	328.52	$1,314.08
Design Engineer					
Katlyn Dezarn	T785502	02/03/25	7.00	203.37	$1,423.59
Katlyn Dezarn	T785502	02/04/25	7.00	203.37	$1,423.59
Katlyn Dezarn	T785502	02/05/25	6.00	203.37	$1,220.22
Katlyn Dezarn	T785502	02/06/25	6.00	203.37	$1,220.22
Katlyn Dezarn	T788057	02/07/25	2.00	203.37	$406.74
Katlyn Dezarn	T788057	02/10/25	7.00	203.37	$1,423.59
Katlyn Dezarn	T788057	02/11/25	7.00	203.37	$1,423.59
Katlyn Dezarn	T788057	02/12/25	7.00	203.37	$1,423.59
Katlyn Dezarn	T788057	02/13/25	5.00	203.37	$1,016.85
Katlyn Dezarn	T788932	02/18/25	7.00	203.37	$1,423.59
Katlyn Dezarn	T788932	02/19/25	5.00	203.37	$1,016.85
Katlyn Dezarn	T788932	02/21/25	4.00	203.37	$813.48
Kick off meetings					
Katlyn Dezarn	T791492	02/21/25	2.00	203.37	$406.74
Katlyn Dezarn	T791492	02/24/25	9.00	203.37	$1,830.33
Katlyn Dezarn	T791492	02/25/25	6.00	203.37	$1,220.22
Katlyn Dezarn	T791492	02/26/25	6.00	203.37	$1,220.22
Katlyn Dezarn	T791492	02/27/25	5.00	203.37	$1,016.85
Engineer-in-Training II					
Randy Robles	T784978	02/05/25	3.00	140.79	$422.37
Waller County Project Proposal Reviews					
Randy Robles	T790971	02/27/25	1.00	140.79	$140.79
Cain Island Review					
Project Engineer					
Robert Mcbride	T784757	02/03/25	1.00	234.65	$234.65
Program Management					
Robert Mcbride	T784757	02/05/25	1.00	234.65	$234.65
program management					
Robert Mcbride	T787308	02/07/25	2.00	234.65	$469.30

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
program management					
Robert Mcbride	T787308	02/10/25	1 00	234 65	$234 65
Program Management					
Robert Mcbride	T787308	02/12/25	1 00	234 65	$234 65
program management					
Robert Mcbride	T787308	02/13/25	1 00	234 65	$234 65
program management					
Robert Mcbride	T788184	02/17/25	1 00	234 65	$234.65
Program Management					
Robert Mcbride	T788184	02/19/25	3 00	234 65	$703 95
program management					
Robert Mcbride	T790746	02/21/25	2 00	234 65	$469.30
program management					
Robert Mcbride	T790746	02/24/25	1 00	234.65	$234.65
Program Management					
Robert Mcbride	T790746	02/26/25	1 00	234 65	$234 65
program management					
Robert Mcbride	T790746	02/27/25	1 00	234 65	$234.65
program management					
Project Manager					
John Tyler	T783687	02/03/25	2 00	350 42	$700.84
prog admin. weekly team mtg.					
John Tyler	T783687	02/04/25	2 00	350 42	$700.84
txdot presentation coord. prog admin. coring agreement coord.					
John Tyler	T783687	02/05/25	4 00	350 42	$1,401.68
comm court. eng agreement boiler plate discussion. review of proj. agreements.					
John Tyler	T783687	02/06/25	4 00	350 42	$1,401.68
3 proj eng kickoff mtgs. staff coord of prog.					
John Tyler	T783687	02/07/25	1 00	350 42	$350.42
coord of expenditure estimates. proj eng team coord.					
John Tyler	T785986	02/10/25	2 50	350 42	$876.05
prog coord. prog admin. Cochran kick-off mtg.					
John Tyler	T785986	02/11/25	1 00	350 42	$350 42
prog coord. ESA review.					
John Tyler	T785986	02/12/25	4 00	350 42	$1,401.68

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
prog coord mtg w/TxDOT and Pct 1					
John Tyler	T785986	02/13/25	1.00	350.42	$350.42
prog coord w/staff prog admin.					
John Tyler	T785986	02/14/25	1.50	350.42	$525.63
prog coord Eng Contract coord prog admin.					
John Tyler	T789646	02/16/25	0.50	350.42	$175.21
boiler plate contract review					
John Tyler	T789646	02/17/25	2.50	350.42	$876.05
Prg weekly staff mtg Coord of plng effort. Coring contract.					
John Tyler	T789646	02/18/25	5.00	350.42	$1,752.10
prog coord. design eng contract coord UES contract review prog sch discussion.					
John Tyler	T789646	02/19/25	2.00	350.42	$700.84
proj eng coord contract reviews.					
John Tyler	T789646	02/20/25	2.00	350.42	$700.84
proj eng coord. boiler plate dicussions Morton rd mtg.					
John Tyler	T789646	02/21/25	3.00	350.42	$1,051.26
proj kickoff mtgs. UES coord. Boiler plate coord.					
John Tyler	T792210	02/22/25	0.50	350.42	$175.21
proj eng contract reviews/coord.					
John Tyler	T792210	02/24/25	2.50	350.42	$876.05
Prog weekly mtg. Review draft website. Boiler Plate review/coord.					
John Tyler	T792210	02/25/25	1.50	350.42	$525.63
eng agreement coord. comm mtg coord.					
John Tyler	T792210	02/26/25	3.00	350.42	$1,051.26
prog coord. eng contract reviews.					
John Tyler	T792210	02/27/25	2.50	350.42	$876.05
coord of UES. prog coord. eng contract review.					
John Tyler	T792210	02/28/25	2.50	350.42	$876.05
eng service contract reviews. prog coord.					
				Total For Phase: 904	**$67,623.42**

T&M Phase: 905 - Project Coordination

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
Engineer-in-Training I					
Brandon Maddox	T785340	02/03/25	1 00	109 51	$109 51
Brandon Maddox	T785340	02/04/25	1 00	109 51	$109 51
Brandon Maddox	T787897	02/11/25	2 00	109 51	$219 02
Brandon Maddox	T787897	02/12/25	4 00	109 51	$438 04
Brandon Maddox	T787897	02/13/25	2 00	109 51	$219 02
Project Engineer					
Robert Mcbride	T784757	02/04/25	1 00	234 65	$234 65
proposal/cost estimate review					
Robert Mcbride	T784757	02/05/25	1.00	234 65	$234 65
proposal/cost estimate review					
Robert Mcbride	T787308	02/11/25	1.00	234 65	$234 65
proposal/cost estimate review					
Robert Mcbride	T787308	02/12/25	2 00	234 65	$469 30
proposal/cost estimate review					
Robert Mcbride	T787308	02/13/25	3 00	234 65	$703 95
proposal/cost estimate review					
Robert Mcbride	T788184	02/18/25	1 00	234 65	$234 65
proposal/cost estimate review					
Robert Mcbride	T788184	02/19/25	1.00	234.65	$234.65
proposal/cost estimate review					
Robert Mcbride	T790746	02/25/25	1.00	234.65	$234.65
proposal/cost estimate review					
Robert Mcbride	T790746	02/26/25	2.00	234.65	$469.30
proposal/cost estimate review					
Robert Mcbride	T790746	02/27/25	3.00	234.65	$703.95
proposal/cost estimate review					
Senior Engineer					
Michael Keck	T784720	02/03/25	1.00	297.23	$297.23
Michael Keck	T784720	02/04/25	1.00	297 23	$297.23
Michael Keck	T784720	02/05/25	1.00	297.23	$297.23
Michael Keck	T784720	02/06/25	2.00	297.23	$594.46
Michael Keck	T784720	02/07/25	1.00	297.23	$297.23
Michael Keck	T787271	02/10/25	2.00	297.23	$594.46
Michael Keck	T787271	02/11/25	2.00	297.23	$594.46
Michael Keck	T787271	02/12/25	2.00	297.23	$594.46
Michael Keck	T787271	02/13/25	2.00	297.23	$594.46
Michael Keck	T788147	02/17/25	1.00	297 23	$297 23

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
Michae Keck	T788147	02/18/25	1 00	297 23	$297.23
Michael Keck	T788147	02/19/25	1 00	297 23	$297.23
Michae Keck	T788147	02/20/25	1 00	297 23	$297.23
Michael Keck	T788147	02/21/25	4.00	297 23	$1.188.92
Michael Keck	T790709	02/25/25	1 00	297 23	$297.23
Michael Keck	T790709	02/26/25	1 00	297 23	$297 23
Senior Technical Adv'sor					
Justin Stuart	T783989	02/05/25	8 00	453 66	$3.629.28
Created the 1st draft production schedule.					
Justin Stuart	T783989	02/06/25	8 00	453 66	$3.629.28
Created the 1st draft production schedule.					
Justin Stuart	T783989	02/07/25	8 00	453 66	$3,629.28
Created the 1st draft production schedule					
Justin Stuart	T786288	02/12/25	6 00	453 66	$2.721.96
Create and distribute the production schedule.					
Justin Stuart	T786288	02/13/25	4 00	453 66	$1 814.64
Create and distribute the production schedule.					
Justin Stuart	T786288	02/14/25	2 00	453 66	$907.32
Create and distribute the production schedule.					
Justin Stuart	T789943	02/19/25	6 00	453.66	$2.721 96
Updated the production schedule					
Utility Coordinator					
Jose Ramirez	T791924	02/27/25	1 00	172 08	$172 08
Cane Island review					
				Total For Phase: 905	**$31,208.82**

T&M Phase: 907 - GIS

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
GIS Database Administrator					
Robert Lyde	T783051	02/04/25	2 00	168 95	$337 90
Requested visual/font changes to site					
Project Coordinator II					
Daniel Vo	T785192	02/07/25	2 50	104 50	$261 25
Waller transportation - Web Application Set-up					
Daniel Vo	T787747	02/07/25	4 00	104 50	$418 00
LJA Waller County Transportation Projects Web Application and kmz updating					
Daniel Vo	T787747	02/10/25	6 00	104 50	$627 00
LJA Waller County Transportation Projects Web Application and kmz updating					
Daniel Vo	T787747	02/11/25	3 00	104 50	$313 50

Professional Services		Date	Billed Hours	Billed Rate	Current Billed
LJA Waller County Transportation Projects Web Application and kmz updating					
Daniel Vo	T787747	02/12/25	7 00	104 50	$731 50
LJA Waller County Transportation Projects Web Application and kmz updating					
Daniel Vo	T787747	02/13/25	1 00	104 50	$104 50
LJA Waller County Transportation Projects: Web Application and kmz updating					
				Total For Phase: 907	**$2,793.65**
				Total Time and Material Fees	$102,071 72
				Total Amount Due	**$102,071.72**

WALLER COUNTY
ROAD BOND '23

Monthly Progress Report
February 2025

Contract No: PM5121-2471

Project Description: Waller County Road Bond Program GEC

Progress Reporting Period: February 1, 2025 – February 28, 2025

Project Manager: John Tyler

Progress Summary:

Project Design Engineer Coordination

- Summary of effort
  - Review draft scopes and fees from prime engineers.
  - Held and continued organizing project design engineers kick-off meetings.
  - Negotiate scopes and fees with prime engineers.
  - Finalize scopes and fees for submission to Court for contract approval.
- Deliverables
  - Draft scope and fee from 5 projects.
- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Review fee estimates from project engineering teams.
  - Schedule project kick-off meetings after agreements are approved.
  - Assist with scoping for assigned engineering firms for projects.

Review of Project Plan Submittals

- Summary of effort
  - Began working on standard title sheet for program.
- Deliverables
  - None.
- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Effort will begin after engineering firms have begun contract services.

Utility Coordination

- Summary of effort
  - Continued research on potential conflicts for projects.
  - Provided information for use in project estimates.
  - Review installation/relocation requests from utility companies along projects.
- Deliverables
  - None.

- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Will continue to support the project estimates.
  - Continue developing utility conflict lists.

Program Management

- Summary of effort
  - Continued organizing, preparing, and holding project design engineers kick-off meetings.
  - Provided preliminary estimates for potential additional project assignments.
  - Reviewed consultant comments and finalized boiler plate engineering agreement with outside counsel.
  - Responded and coordinated with US Capital and County Auditor to support the 2025 bond sale.
  - Continue developing project estimates utilizing recent data.
  - Continued adjusting overall program schedule based upon precinct information.
  - Continued adjusting program expenditures in accordance with updated schedule.
  - Contracted with UES for addition road program existing pavement corings.
  - Continued contact with TxDOT to coordinate program with current TxDOT projects in Waller County.
  - Coordinated with TxDOT for a court presentation on status of the 36A project.
- Deliverables
  - Preliminary cost estimates and schedule.
  - Provided estimated annual encumbrance amounts.
- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Complete negotiations with prime engineers for projects.
  - Organize and finalize engineering agreements to gain approval at Commissioners Court.
  - Submit engineering contracts to County for approval at Commissioners Court.

Project Coordination

- Summary of effort
  - Reviewed additional project locations, providing cost estimates.
- Deliverables
  - Updated project information.
  - Estimates for addition projects.
- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Finalize engineering services for projects.

Right of Way Coordination

- Summary of effort
  - None.
- Deliverables
  - None.
- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Effort will begin after selection of engineers.

GIS

- Summary of effort
  - Modified KMZ for updated program information.
- Deliverables
  - None.
- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Continue discussions for integrating into program information sharing.

Bidding Phase Services

- Summary of effort
  - None.
- Deliverables
  - None.
- Problems Encountered:
  - None.
- Progress Expected Next Month:
  - Effort will begin when first project design is 50% complete.

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Debbie Hollan, County Clerk - Waller County, TX

THE STATE OF TEXAS §

COUNTY OF WALLER §

ROAD CLOSURE ORDER

AN ORDER OF WALLER COUNTY, TEXAS, FINDING THAT PORTIONS OF DIEMER ROAD ARE NOT NECESSARY FOR PUBLIC USE AS A THOROUGHFARE; PROVIDING FOR THE VACATION, ABANDONMENT, AND CLOSURE OF A PORTION OF THE ROAD, AND RELEASING ANY AND ALL PUBLIC RIGHTS, TITLE, AND INTEREST.

WHEREAS, pursuant to Chapter 251.058 of the Texas Transportation Code, the County has the authority to vacate, abandon, and close roadways within the County;

WHEREAS, within the County there are portions of Diemer Road described in more detail in Exhibit A, (hereafter referred to as "Old Diemer Road");

WHEREAS, the County has realigned Diemer Road away from the Brazos River to ensure its safe, continued use by the public;

WHEREAS, the realigned portion of Diemer Road is open for public use;

WHEREAS, the Commissioners Court has determined that Old Diemer Road is not necessary as a public thoroughfare and has no other public use;

WHEREAS, the Commissioners Court finds that vacating Old Diemer Road would have no adverse effect on adjacent properties; and

WHEREAS, the Commissioners Court has determined that it is in the best interest of the County to vacate, abandon, and close Old Diemer Road;

NOW, THEREFORE, BE IT ORDERED, by the Commissioners Court of Waller County, Texas:

1. **Findings of Fact**: The foregoing recitals are incorporated into this Order by references as findings of fact as if set forth herein at length.
2. **Road Closure**: The Commissioners Court hereby abandons any and all public rights, title and interest, if any, to Old Diemer Road.
3. **Title Subject to Existing Utility Rights**: Pursuant to Section 251.058(b)(4) of the Texas Transportation Code, any public utility or common carrier that has the right of eminent domain is using Old Diemer Road for right-of-way or easement purpose, title to the property conveyed herein is subject to the applicable right-of-way or easement and the continued use by the public utility or common carrier of utility infrastructure in existence on the date this order is signed.
4. **Land Records**: The Commissioners Court hereby authorizes and instructs a signed copy of this Order to be recorded in the Official Records of Waller County, Texas.

5. **Severability**: If any word, article, phrase, paragraph, sentence, clause, or provision of this Order shall be adjusted by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Order which can be given effect without the invalid provision, and to this end the provision of this Order is declared to be severable.
6. **Effective Date**: This Order shall take effect immediately from and after the date of this Order.
7. **Underlying Property Owner**: Pursuant to Section 251.058 of the Texas Transportation Code, Alberta Diemer Ranch, LLC is the underlying property owner receiving this conveyance for the property described in Exhibit A.
8. **Proper Notice and Open Meeting**: It is hereby officially found and determined that the meeting at which this Order was passed was open to the public as required and the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

ADOPTED, this 2nd day of April, 2025, by the unanimous vote of the Commissioners Court of Waller County, Texas.

Waller County, Texas

Carbett "Trey" J. Duhon III

County Judge

ATTEST:

Debbie Hollan

Debbie Hollan

County Clerk

STATE OF TEXAS

County of Waller

On the 2nd day of April, 2025 before me, the undersigned Notary Public, personally appeared Carbett "Trey" J. Duhon, III on behalf of Waller County, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have set my hand and seal the day and year as above written.

JENNIFER LINDKE
Notary Public, State of Texas
My Commission Expires
January 07, 2029
NOTARY ID 132218332

Jennifer Lindke

Notary Public

Commission Expires: 01/07/2029

EXHIBIT A

Old Diemer Road
3.71 Acres

Samuel Williams League, Abstract 64

STATE OF TEXAS §

COUNTY OF WALLER §

A **METES & BOUNDS** description of a 3.71 acre tract of land in the Samuel Williams League, Abstract 64, Waller County, Texas, being a portion of existing Diemer Road crossing the residue of that certain called 600 acre tract recorded in Volume 1087, Page 413, Official Records, Waller County, Texas, and Volume 98, Page 135, Deed Records, Waller County, Texas, and the residue of that certain called 268.5 acre tract recorded in Volume 48, Page 265, Deed Records, Waller County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at a ½ inch iron rod with cap marked "RPLS 4194" found in the apparent occupied east right-of-way line of existing Diemer Road for the northwest corner of that certain called 10.00 acre tract recorded under County Clerk's File Number 1800161, Official Public Records, Waller County, Texas, said point being in the south line of said called 600 acre tract, from which point a ½ inch iron rod found in the apparent occupied west right-of-way line of existing Diemer Road for the northeast corner of that certain called 10.000 acre tract recorded in Volume 279, Page 675, Deed Records, Waller County, Texas, bears South 88 degrees 22 minutes 44 seconds West, 58.97 feet;

Thence North 11 degrees 08 minutes 15 seconds East along the apparent occupied east right-of-way line of existing Diemer Road, generally along an existing fence, 27.31 feet to a 5/8 inch iron rod with cap marked "Quiddity" set on said line at an angle point, said point being the southwest corner of a 4.81 acre tract (new Diemer Road Parcel No. 1) surveyed by the undersigned this date;

Thence North 15 degrees 54 minutes 24 seconds East continuing along said line and generally along an existing fence, 63.18 feet to a 5/8 inch iron rod with cap marked "Quiddity" set for the southwest corner and **Place of Beginning** of the herein described tract, said point being the lower northwest corner of said new Diemer Road Parcel No. 1;

Thence South 87 degrees 39 minutes 11 seconds West establishing the south line of the herein described tract, crossing said existing Diemer Road, 59.15 feet to a point in the apparent occupied west right-of-way line of existing Diemer Road;

Thence along the apparent occupied west right-of-way line of existing Diemer Road with the following courses and distances:

North 14 degrees 29 minutes 15 seconds East, 472.59 feet;

North 11 degrees 22 minutes 34 seconds East, 382.24 feet;

North 10 degrees 17 minutes 01 second East, 1,146.32 feet;

Old Diemer Road
3.71 Acres

Samuel Williams League, Abstract 64

North 07 degrees 39 minutes 26 seconds East, 704.87 feet to a point for the northwest corner of the herein described tract, being in the north line of said called 268.5 acre tract, same being the south line of an adjoining called 11.372 acre tract recorded in County Clerk's File Number 1601495, Official Public Records, Waller County, Texas, and described in Volume 181, Page 379, Deed Records, Waller County, Texas;

Thence North 88 degrees 08 minutes 41 seconds East along the north line of said called 268.5 acre tract, crossing existing Diemer Road, 60.84 feet to a point in the apparent occupied east right-of-way line of existing Diemer Road for the northeast corner of the herein described tract, being in the south line of the adjoining residue of a called 6.55 acre tract recorded under County Clerk's File Number 1503387, Official Public Records, Waller County, Texas, and described in Volume 308, Page 1000, Deed Records, Waller County, Texas;

Thence along the apparent occupied east right-of-way line of existing Diemer Road with the following courses and distances:

South 07 degrees 39 minutes 26 seconds West, 716.30 feet;

South 10 degrees 17 minutes 01 second West, 1,148.27 feet;

South 11 degrees 22 minutes 34 seconds West, 384.67 feet;

South 14 degrees 54 minutes 46 seconds West, 456.88 feet to the **Place of Beginning** and containing 3.71 acres of land, more or less.

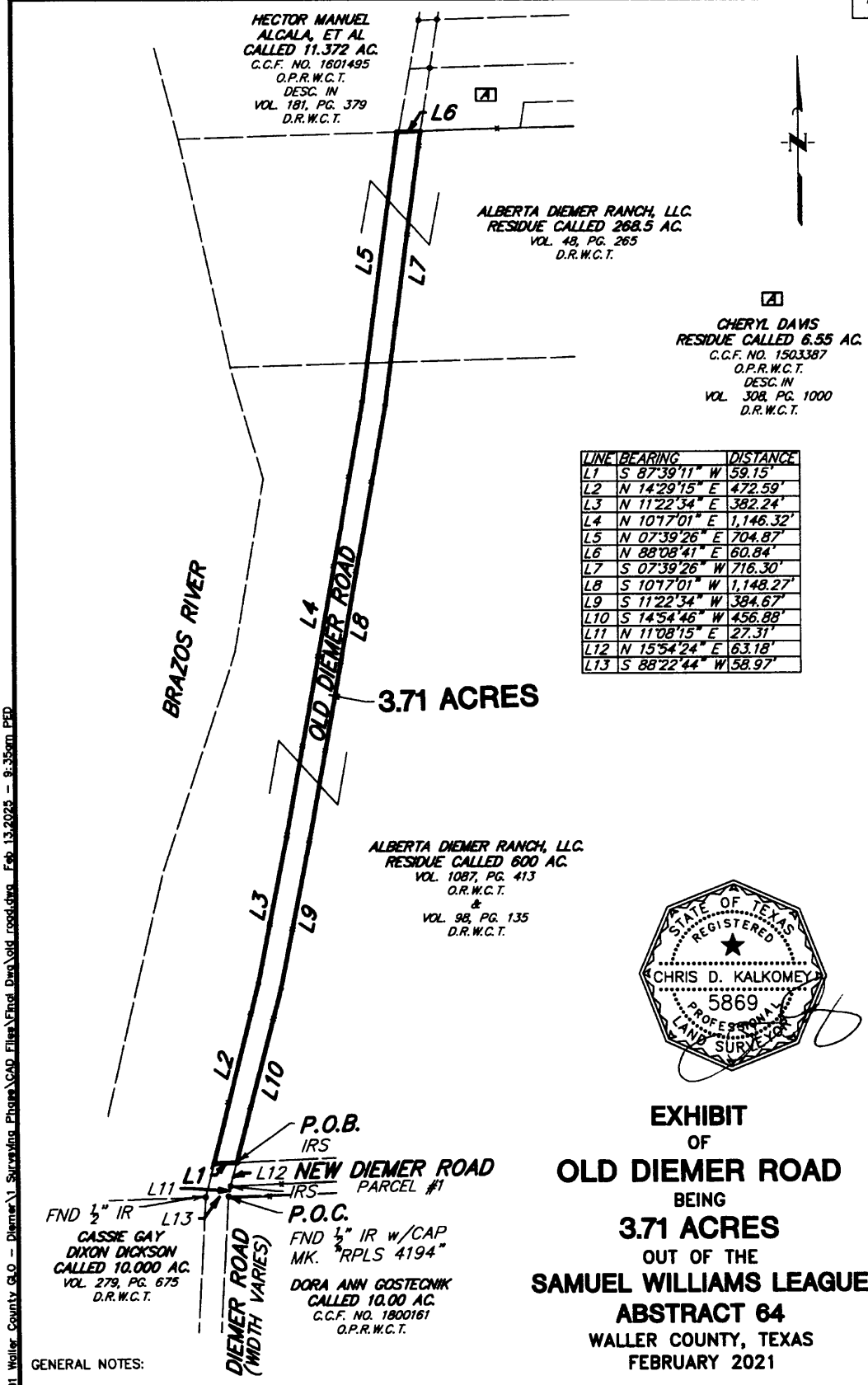
For reference and further description see Drawing No. 20809 prepared by the undersigned on same date.

February 7, 2021

Job Number R0029-0080-01

Jones | Carter
1229 Corporate Drive, Suite 100
Rosenberg, TX 77471
(281) 342-2033
Texas Board of Professional Land Surveying Registration No. 10046104

Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com



LINE	BEARING	DISTANCE
L1	S 87°39'11" W	59.15'
L2	N 14°29'15" E	472.59'
L3	N 11°22'34" E	382.24'
L4	N 10°17'01" E	1,146.32'
L5	N 07°39'26" E	704.87'
L6	N 88°08'41" E	60.84'
L7	S 07°39'26" W	716.30'
L8	S 10°17'01" W	1,148.27'
L9	S 11°22'34" W	384.67'
L10	S 14°54'46" W	456.88'
L11	N 11°08'15" E	27.31'
L12	N 15°54'24" E	63.18'
L13	S 88°22'44" W	58.97'

STATE OF TEXAS
REGISTERED
CHRIS D. KALKOMEY
5869
PROFESSIONAL
LAND SURVEYOR

EXHIBIT
OF
OLD DIEMER ROAD
BEING
3.71 ACRES
OUT OF THE
SAMUEL WILLIAMS LEAGUE
ABSTRACT 64
WALLER COUNTY, TEXAS
FEBRUARY 2021

GENERAL NOTES:

1. Bearings are based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.
2. For reference and further description, see metes and bounds description, job number R0029-0080-01, prepared by Quiddity on same date.

QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
2322 W Grand Parkway North, Suite 150• Katy, TX 77449• 281.342.2033

SCALE: 1" = 300'

SURVEYOR-C.D.K./DRAFTSMAN-P.E.D. JOB No. R0029-0080-01 DWG. No. 20809

K:\R0029\R0029-0080-01 Waller County GLO - Diemer\1 Surveying Phase\CAD Files\Final Dwg\old road.dwg Feb 13,2025 - 9:35am PED

FILED AND RECORDED

Instrument Number: 2504557

Filing and Recording Date: 04/23/2025 04:15:07 PM Pages: 6 Recording Fee: $0.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,

Debbie Hollan, County Clerk
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Marlene Arranaga, Deputy

Returned To:
WALLER COUNTY

Item 25

ASSIGNMENT AND ASSUMPTION OF SUBDIVISION DEVELOPMENT AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF SUBDIVISION DEVELOPMENT AGREEMENT (this "Agreement") is made effective March 20, 2025 (the "Effective Date") by and between MAPLE WOODS DEVELOPMENT, LLC, a Texas limited liability company ("Assignor"), and RLS (MAPLE WOODS) LLC, a Delaware limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor entered into that certain Subdivision Development Agreement with Waller County, Texas, a political subdivision of the State of Texas (the "County") dated March 20, 2024 (the "Development Agreement") attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Assignor desires to assign its interest in and to the Development Agreement effective as of the Effective Date to Assignee; and

WHEREAS, Assignee desires to assume the rights and obligations of Assignor in and to the Development Agreement effective as of the Effective Date.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor and Assignee do hereby agree as follows:

1. Recitals. The above Recitals are hereby incorporated herein by reference.

2. Assignment. Assignor does hereby transfer, convey, set over, assign, contribute, and deliver to Assignee, its successors and assigns forever, subject to the terms described herein, its interest in the Development Agreement effective as of the Effective Date.

3. Assumption. Assignee hereby accepts, and acknowledges receipt of, and agrees to be bound by all of the terms of the Development Agreement as if an original signatory thereto.

4. County Consent Required. Assignor and Assignee acknowledge and agree that Section 2 of the Development Agreement states that the County must consent to this Agreement and further acknowledge and agree that this Agreement shall not be effective unless and until such consent is granted by the County.

5. No Defaults. Assignor represents and warrants that neither Assignor, nor to Assignor's current, actual knowledge, the County, is currently in default of the Development Agreement, and no event or circumstance exists that (with the passage of

time and/or giving of notice) could become a default or violation under the Development Agreement.

6. Further Assurances. Assignor covenants and agrees to execute and deliver to Assignee all such other and additional conveyances, instruments and other documents and to do all such other acts and things as may be necessary to assign its interest in the Development Agreement as contemplated hereunder.

7. Governing Law. This Agreement shall be governed by, and construed m accordance with, the laws of the State of Texas.

8. Binding Effect. This Agreement is binding on and shall inure to the benefit of Assignor and Assignee and their permitted respective successors and assigns.

9. Notice. Any notice required or permitted by the Development Agreement shall be given to Assignee at the address listed on the signature page below.

10. Anti-Boycott Verification. Pursuant to Chapter 2271 of the Texas Government Code, as amended, the Assignee verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Assignee, any of its parent companies, nor any of its common-control affiliates currently boycotts or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.

11. Foreign Terrorist Organizations. Pursuant to Chapter 2252 of the Texas Government Code, as amended, the Assignee represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Assignee, any of its parent companies, nor any of its common-control affiliates (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this Section has the meaning assigned to it in Section 2252.151 of the Texas Government Code.

12. Verification Regarding Energy Company Boycotts. Pursuant to Chapter 2274 of the Texas Government Code, as amended, the Assignee hereby verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Assignee, any of its parent companies, nor any of its common-control affiliates currently boycotts or will boycott energy companies. The term "boycott energy companies" as used in this paragraph has the meaning assigned to it in Section 809.001 of the Texas Government Code, as amended.

13. Verification Regarding Discrimination Against Firearm Entity or Trade Association. Pursuant to Chapter 2274 of the Texas Government Code, as amended, the

Assignee hereby verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, the Assignee, any of its parent companies, and any of its common-control affiliates (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association. The term "discriminate against a firearm entity or firearm trade association" as used in this paragraph has the meaning assigned to it in Section 2274.001 of the Texas Government Code, as amended.

14. Contracting Information. As required by Subchapter J, Chapter 552, Government Code, Assignee agrees that it will:

a. preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the County for the duration of this Agreement;

b. promptly provide to the County any contracting information related to this Agreement that is in the custody or possession of Assignee on request of the County; and

c. on completion of this Agreement, either:

i. provide at no cost to the County all contracting information related to this Agreement that is in the custody or possession of Assignee; or

ii. preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to the County.

15. Multiple Counterparts. This Agreement may be signed in multiple counterparts, each of which may be signed separately by one or more of the undersigned but all of which shall constitute a single Agreement, which is effective as of the date first written above.

[EXECUTION PAGES FOLLOW]

This Agreement is executed by the undersigned to be effective as of the date first written above.

ASSIGNOR:

MAPLE WOODS DEVELOPMENT, LLC,
a Texas limited liability company

By: Maple Woods JV, LLC,
a Delaware limited liability company
its Manager

By: Maple Woods GP, LLC
a Delaware limited liability company
its Manger

By: Maple X, Inc.
a Texas corporation
its Manager

By:_____
Name:_____
Title:_____

ASSIGNEE:

RLS (MAPLE WOODS) LLC,
A Delaware limited liability company

By:_____
Name:_____
Title:_____

CONSENT TO ASSIGNMENT:

WALLER COUNTY

Carbett "Trey" J. Duhon III
County Judge

4/2/25
Date

THE STATE OF TEXAS §
§
COUNTY OF Waller §

This instrument was acknowledged before me on April 2, 2025, by Carbett "Trey" J. Duhon III, Waller County Judge, on behalf of Waller County, Texas, a political subdivision of the State of Texas.

MCKENZIE KELLEY
Notary Public, State of Texas
My Commission Expires
December 10, 2027
NOTARY ID 132278569

(NOTARY SEAL)

Notary Public in and for the State of Texas

EXHIBIT "A"
DEVELOPMENT AGREEMENT

See attached.

ASSIGNMENT AND ASSUMPTION OF SUBDIVISION DEVELOPMENT AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF SUBDIVISION DEVELOPMENT AGREEMENT (this "Agreement") is made effective March 20,[1] 2025 (the "Effective Date") by and between MAPLE WOODS DEVELOPMENT, LLC, a Texas limited liability company ("Assignor"), and RLS ~~ACQUISITIONS~~(MAPLE WOODS) LLC, a Delaware limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor entered into that certain Subdivision Development Agreement with Waller County, Texas, a political subdivision of the State of Texas (the "County") dated March 20, 2024 (the "Development Agreement") attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Assignor desires to assign its interest in and to the Development Agreement effective as of the Effective Date to Assignee; and

WHEREAS, Assignee desires to assume the rights and obligations of Assignor in and to the Development Agreement effective as of the Effective Date.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Assignor and Assignee do hereby agree as follows:

1. Recitals. The above Recitals are hereby incorporated herein by reference.

2. Assignment. Assignor does hereby transfer, convey, set over, assign, contribute, and deliver to Assignee, its successors and assigns forever, subject to the terms described herein, its interest in the Development Agreement effective as of the Effective Date.

3. Assumption. Assignee hereby accepts, and acknowledges receipt of, and agrees to be bound by all of the terms of the Development Agreement as if an original signatory thereto.

4. County Consent Required. Assignor and Assignee acknowledge and agree that Section 2 of the Development Agreement states that the County must consent to this Agreement and further acknowledge and agree that this Agreement shall not be effective unless and until such consent is granted by the County.

5. No Defaults. Assignor represents and warrants that neither Assignor, nor to Assignor's current, actual knowledge, the County, is currently in default of the Development Agreement, and no event or circumstance exists that (with the passage of time and/or giving of notice) could become a default or violation under the Development Agreement.

[1] ~~**Note to Draft**: Left blank for the parties to provide, as I assume this is a post-closing obligation.~~

6. ~~5.~~ Further Assurances. Assignor covenants and agrees to execute and deliver to Assignee all such other and additional conveyances, instruments and other documents and to do all such other acts and things as may be necessary to assign its interest in the Development Agreement as contemplated hereunder.

7. ~~6.~~ Governing Law. This Agreement shall be governed by, and construed m accordance with, the laws of the State of Texas.

8. ~~7.~~ Binding Effect. This Agreement is binding on and shall inure to the benefit of Assignor and Assignee and their permitted respective successors and assigns.

9. ~~8.~~ Notice. Any notice required or permitted by the Development Agreement shall be given to Assignee at the address listed on the signature page below.

10. ~~9.~~ Anti-Boycott Verification. Pursuant to Chapter 2271 of the Texas Government Code, as amended, the Assignee verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Assignee, any of its parent companies, nor any of its common-control affiliates currently boycotts or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.

11. ~~10.~~ Foreign Terrorist Organizations. Pursuant to Chapter 2252 of the Texas Government Code, as amended, the Assignee represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Assignee, any of its parent companies, nor any of its common-control affiliates (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this Section has the meaning assigned to it in Section 2252.151 of the Texas Government Code.

12. ~~11.~~ Verification Regarding Energy Company Boycotts. Pursuant to Chapter 2274 of the Texas Government Code, as amended, the Assignee hereby verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Assignee, any of its parent companies, nor any of its common-control affiliates currently boycotts or will boycott energy companies. The term "boycott energy companies" as used in this paragraph has the meaning assigned to it in Section 809.001 of the Texas Government Code, as amended.

13. ~~12.~~ Verification Regarding Discrimination Against Firearm Entity or Trade Association. Pursuant to Chapter 2274 of the Texas Government Code, as amended, the Assignee hereby verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, the Assignee, any of its parent companies, and any of its common-control affiliates (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association. The term "discriminate against a firearm entity or firearm trade association" as used in this

paragraph has the meaning assigned to it in Section 2274.001 of the Texas Government Code, as amended.

14. ~~13.~~ Contracting Information. As required by Subchapter J, Chapter 552, Government Code, Assignee agrees that it will:

a. preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the County for the duration of this Agreement;
b. promptly provide to the County any contracting information related to this Agreement that is in the custody or possession of Assignee on request of the County; and
c. on completion of this Agreement, either:
    i. provide at no cost to the County all contracting information related to this Agreement that is in the custody or possession of Assignee; or

    ii. preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to the County.

15. ~~14.~~ Multiple Counterparts. This Agreement may be signed in multiple counterparts, each of which may be signed separately by one or more of the undersigned but all of which shall constitute a single Agreement, which is effective as of the date first written above.

[EXECUTION PAGES FOLLOW]

This Agreement is executed by the undersigned to be effective as of the date first written above.

ASSIGNOR:

MAPLE WOODS DEVELOPMENT, LLC,
a Texas limited liability company

By: Maple Woods JV, LLC,
a Delaware limited liability company
its Manager

By: Maple Woods GP, LLC
a Delaware limited liability company
its Manger

By: Maple X, Inc.
a Texas corporation
its Manager

By:_____
Name:_____
Title:_____

ASSIGNEE:

RLS ~~ACQUISITIONS~~(MAPLE WOODS) LLC,

A Delaware limited liability company

By:_____
Name:_____
Title:_____

CONSENT TO ASSIGNMENT:

WALLER COUNTY

_____
Carbett "Trey" J. Duhon III
County Judge

__ _____
Date

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by Carbett "Trey" J. Duhon III, Waller County Judge, on behalf of Waller County, Texas, a political subdivision of the State of Texas.

_____
Notary Public in and for the State of Texas

(NOTARY SEAL)

EXHIBIT "A"
DEVELOPMENT AGREEMENT

See attached.

Summary report: Litera Compare for Word 11.11.0.158 Document comparison done on 3/16/2025 10:02:27 AM	
Style name: Standard	
Intelligent Table Comparison: Active	
Original DMS: nd://4937-1449-0154/1/CLOSING - Assignment of Subdivision Development Agreement (Maple Woods to Brookfield) 1.docx	
Modified DMS: nd://4937-1449-0154/2/CLOSING - Assignment of Subdivision Development Agreement (Maple Woods to Brookfield) 1.docx	
Changes:	
Add	16
~~Delete~~	17
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	33

SUBDIVISION DEVELOPMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND MAPLE WOODS DEVELOPMENT, LLC FOR MAPLE WOODS SUBDIVISION

This Subdivision Development Agreement with attached exhibits ("Agreement") is entered into by and between Waller County, Texas ("County"), a political subdivision of the State of Texas, and Maple Woods Development, LLC ("Developer"), a Texas limited liability company, for the Maple Woods subdivision.

WHEREAS, Developer has purchased or intends to purchase real property in Waller County, Texas, which is more particularly described in Exhibit A and which will be developed into the Maple Woods subdivision ("Developer's Property"); and

WHEREAS, Developer desires to develop the property in accordance with the uses, layout, configuration, lot sizes, lot widths, landscaping, traffic circulation patterns, etc. detailed in the attached Plan of Development (Exhibit B) and General Land Plan (Exhibit C) with the approved variances (Exhibit D); and

WHEREAS, County finds that subdivision development agreements are an appropriate way of providing for the responsible construction of appropriate and necessary infrastructure, encouraging orderly growth, and promoting the welfare of residents in the County; and

WHEREAS, County desires that the project be developed on the Developer's Property and expects to receive a benefit from the development; and

WHEREAS, in exchange for the approval of certain variances needed to facilitate the development of Developer's Property, Developer agrees to complete the development subject to certain construction and development standards.

IN CONSIDERATION of the mutual covenants and promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PURPOSE.** The parties desire to coordinate the development of certain aspects of Developer's Property as detailed in Exhibits A, B, C, and D. Developer agrees to comply with the terms of this Agreement and its attached exhibits while developing Developer's Property.

2. **ASSIGNMENT.** The parties acknowledge that rights and obligations under this Agreement are intended to facilitate the development of Developer's Property in accordance with the terms of this Agreement and its exhibits. While Developer and its affiliate entities will be the primary actor in grading and laying out the lots, this Agreement is not intended to prevent the construction of single-family homes and their appurtenant infrastructure by a variety of homebuilders who may purchase lots from Developer, as long as construction complies with the terms of this Agreement. Assignment of this Agreement to a different developer or other person or entity shall require the written agreement of County. For the purposes of this Section, the term "Affiliate" means (a) an entity that directly or indirectly controls, is controlled by or is under common control with Developer, or (b) an entity at least five percent of whose economic interest is owned by Developer or an entity that directly or indirectly controls, is controlled by or is under common control with Developer; and the term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations.

3. **AMENDMENTS AND WAIVERS.** Amendments to this Agreement, including to any exhibits, must be in writing and signed by both parties. Verbal amendments or deviations from the requirements herein are not effective or binding. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. Any enforceable waiver of a provision of this Agreement must be in writing and signed by both

parties, and such waiver shall only be effective as to the specific default and the specific time period set forth in the waiver. A written waiver will not constitute a waiver of any subsequent default or right to require performance of the same or any other provision of this Agreement in the future.

4. **COVENANT RUNNING WITH THE LAND.** This Agreement shall constitute a covenant that runs with the land and is binding on future owners of Developer's Property. A copy of this Agreement shall be recorded in the Official Public Records of Waller County, Texas.

5. **DEFAULT.** No party shall be deemed in default of any provision of this Agreement until the expiration of thirty (30) days following the receipt of notice of default from the other party, during which time the defaulting party may cure the default. Absent force majeure or a written extension of the cure period signed by both parties, if the default is not cured within the thirty-day cure period, the non-defaulting party may pursue all available legal and equitable remedies, including specific performance. All remedies will be cumulative, and the pursuit of one remedy will not constitute an election of remedies or waiver of the right to pursue other available remedies. In addition to other remedies, County may withhold acceptance of roads within the subdivision for County maintenance for non-compliance with this Agreement.

6. **NOTICES.** All notices for this Agreement shall be in writing and may be effected by sending notice by registered or certified mail, return receipt requested, to the addresses below. Notice shall be deemed given three (3) business days after deposited with the United States Postal Services with sufficient postage affixed. A party may change its address for notices by giving notice to the other party in accordance with this section.

Notices mailed to County: County Judge
425 FM 1488, Suite 106
Hempstead, Texas 77445

Notices mailed to Developer: Maple Woods Development, LLC
5847 San Felipe Street, Suite 4675
Houston, Texas 77057
ATTN: Russ Walker

7. **CONTRACTING AUTHORITY.** The Waller County Commissioners Court is the contracting authority for County. All amendments, waivers, etc. requiring approval under this Agreement must be approved by the Waller County Commissioners Court on behalf of County.

8. **FORCE MAJEURE.** In this Agreement, force majeure shall mean acts of God, strikes, riots, epidemics, fires, hurricanes, natural disasters, or other causes not reasonably within the control of the parties that impact a party's inability to perform in a timely manner with the provisions of this Agreement. If a party is wholly or partially unable to perform its obligations under this Agreement due to force majeure, then such party shall give written notice to the other party within ten (10) days of the occurrence of a force majeure event. While a force majeure event may delay or postpone a party's obligations during the continuance of an inability to perform, a force majeure event will not waive or alter the substance of a party's obligations under this Agreement. The party claiming force majeure shall make reasonable efforts to remove or overcome its inability to perform and resume its obligations as soon as practicable.

9. **SEVERABILITY.** If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, that provision shall be fully severable. This Agreement shall be construed and enforced as if the invalid or unenforceable provision had never been part of the Agreement, and the remaining provisions of this Agreement shall remain in full force and effect. Any provision deemed invalid or unenforceable shall be automatically replaced with a provision as similar as possible to the original provision in terms that make the provision valid and enforceable.

10. **JURISDICTION, VENUE, AND GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of laws provisions. Jurisdiction and venue for disputes over this Agreement shall exclusively in Waller County, Texas for state claims and the Southern District of Texas for federal claims.

11. **NO JOINT VENTURE.** This Agreement does not create a joint venture or partnership among the parties. County and its past, present, and future officers, employees, agents, and officials do not assume any responsibilities or liabilities to any third party in connection with the development of Developer's Property.

12. **NO THIRD PARTY BENEFICIARIES.** This Agreement does not benefit any third parties and does not create any third-party beneficiary rights in any person or entity who is not a party to this Agreement.

Contract ID # 240320-37

WALLER COUNTY

Carbett "Trey" J. Duhon III
County Judge

3/20/24
Date

State of Texas §
§
County of Waller §

This instrument was acknowledged before me on the 20 day of March, 2024 by Carbett "Trey" J. Duhon III, Waller County Judge, on behalf of Waller County, Texas, a political subdivision of the State of Texas.

MCKENZIE KELLEY
Notary Public, State of Texas
My Commission Expires
December 10, 2027
NOTARY ID 132278589

Notary Public, State of Texas

MAPLE WOODS DEVELOPMENT, LLC

A Texas limited liability company

By: _____

Itiel Kaplan

Manager

4/17/24

Date

State of Texas §

§

County of Harris §

This instrument was acknowledged before me on the 17th day of April, 2024 by Itiel Kaplan, Manager of Maple Woods Development, LLC, on behalf of Maple Woods Development, LLC, a Texas limited liability company.

LOREAL YVONNE SILCOTT
My Notary ID # 133396831
Expires October 18, 2025

_____

Notary Public, State of Texas

EXHIBITS

Exhibit A – Real Property Description

Exhibit B – Plan of Development

Exhibit C – General Land Plan

Exhibit D – Approved Variances

Exhibit E – Memorandum of Agreement

Exhibit A

Real Property Description

County: Waller
Project: Maple Woods
M.S.G.: 221089
Job Number: 4397-BDY

FIELD NOTES FOR A 120.767 ACRE TRACT

Being a tract of land containing 120.767 acres (5,260,629 square feet), located in the Catherine May Survey, A-229 in Waller County, Texas; Said 120.767 acre tract being out of a called 122.355 acre tract recorded in the name of Joe C. Smith under Waller County Deed Record (W.C.D.R.) Vol. 1219, Page 35; said 120.767 acre tract being more particularly described by metes and bounds as follows (bearings based on the Texas Coordinate System of 1983, South Central Zone, per GPS observations):

BEGINNING at a found concrete monument with a 3/4-inch iron rod at the reentrant corner for the north line of Clear Creek Forest, Section 8, Waller County Map Records (W.C.M.R.) Vol. 238, Pg. 343, and being located on the east line of Lot 179 said Clear Creek Forest, Section 8,;

THENCE, with the line common to said Lot 179 Clear Creek Forest, Section 8, and the herein described tract, North 01 degrees 19 minutes 38 seconds West, a distance of 273.30 feet to a found 1/2-inch capped iron rod stamped 'Precision' at the southeast corner of Lot 2, Clear Creek Forest, Section 9, W.C.M.R. Vol. 239, Pg. 206, and an angle point of the herein described tract;

THENCE, with the line common to the most northerly portion of the east boundary of said Clear Creek Forest, Section 9, and the herein described tract the following three courses;

1. North 01 degrees 27 minutes 58 seconds West, a distance of 153.08 feet to a set 5/8-inch iron rod with cap stamped 'MILLER SURVEY' at the southeast corner of Lot 1, Clear Creek Forest, Section 9, and the northeast corner of said Lot 2 , Clear Creek Forest, Section 9, and an angle point of the herein described tract;

2. North 01 degrees 55 minutes 02 seconds West a distance of 392.99 feet to a found 3/4-inch iron pipe at the northeast corner of said Lot 1, Clear Creek Forest, Section 9, and an angle point of the herein described tract;

3. North 01 degrees 45 minutes 14 seconds West a distance of 22.50 feet to a set 5/8-inch iron rod with cap stamped 'MILLER SURVEY' located on the south right-of-way (ROW) of Joseph Road, and an angle point of the herein described tract;

THENCE, with the line common to said south ROW of Joseph Road, the east ROW of Joseph Road, and the herein described tract the following two courses;

1. North 88 degrees 54 minutes 26 seconds East, a distance of 23.00 feet to a set 5/8-inch iron rod with cap stamped 'MILLER SURVEY';

2. North 01 degrees 45 minutes 14 seconds West, a distance of 160.65 feet to a set 5/8-inch iron rod with cap stamped 'MILLER SURVEY' at the beginning of a non-tangent curve to the left of the east ROW of Joseph Road, and the west line of said herein described tract;

THENCE, 114.05 feet along the arc of said curve to the left of said east ROW of Joseph Road, and the west line of the herein described tract, having a radius of 323.72 feet, a central angle of 20 degrees 11 minutes 10 seconds and a chord that bears North 07 degrees 03 minutes 30 seconds East, a distance of 113.46 feet to a set 5/8-inch iron rod with cap stamped 'MILLER SURVEY' at angle point in said east ROW Joseph Road, and the west line of said herein described tract;

THENCE, with the line common to said east ROW of Joseph Road, and the west line of herein described tract, North 01 degrees 46 minutes 14 seconds West, a distance of 1335.00 feet to a found 3/4-inch iron pipe at the most westerly southwest corner of a called 21.69 acre tract recorded in the name of Bradley Bonds and wife, Kelli Bonds under W.C.D.R. 1809374, and the northwest corner of said herein described tract;

THENCE, with the line common to said called 21.69 acre tract, and the north line of the herein described tract the following three courses;

1. North 87 degrees 20 minutes 45 seconds East, a distance of 719.57 feet to a set 5/8-inch iron rod with cap stamped 'MILLER SURVEY';

2. North 01 degrees 03 minutes 05 seconds West a distance of 60.03 feet to a set 5/8-inch iron rod with cap stamped 'MILLER SURVEY';

3. North 89 degrees 20 minutes 20 seconds East a distance of 1380.35 feet to a set 5/8-inch iron rod with cap stamped 'MILLER SURVEY' located on the west line of a called 118.210 acre tract recorded in the name of Farmin Charmin, LLC under Montgomery County Deed Record (M.C.D.R.) 2019028336, being the southeast corner of said called 21.69 acre tract, and being the northeast corner of the herein described tract;

THENCE, with the line common to said called 118.210 acre tract, and said herein described tract, South 01 degrees 47 minutes 03 seconds East, a distance of 1105.93 feet to a found 1-inch iron pipe at the northwest corner of a called 23.00 acre tract recorded in the name of Michelle Tacker and Trent Tacker under M.C.D.R. 2014104822, being the southwest corner of said called 118.210 acre tract, and being an angle point in the east line of said herein described tract;

THENCE, with the line common to said called 23.00 acre tract, and said herein described tract, and the west line of the residue of a called 75.932 acre tract recorded in the name of Raymond Jordan and Debra S. Jordan under M.C.D.R. 9614313, South 01 degrees 22 minutes 16 seconds East, passing at a distance of 798.31 feet a found 5/8-inch capped iron rod at the southwest corner of said called 23.00 acre tract, and the northwest corner of said residue of a called 75.932 acre tract, a distance of 1373.40 feet a found 1-inch iron pipe east 4.89 feet, at a distance of 1385.26 feet a found 4-inch iron pipe east 5.23 feet, in all a distance of 1390.72 feet to a set 5/8-inch iron rod with cap stamped 'MILLER SURVEY' at the northeast corner of Lot 141, said Clear Creek Forest, Section 8, and the southeast corner of said herein described tract, said point being referenced by a found 5/8-inch iron in concrete at South 84 degrees 04 minutes 06 seconds East a distance of 5.55 feet, and a found 60D nail at South 83 degrees 35 minutes 09 seconds East a distance of 1.02 feet;

THENCE, with the line common to said Clear Creek Forest, Section 8, and the south line of the herein described tract the following five courses;

1. South 88 degrees 38 minutes 55 seconds West, passing at a distance of 330.40 feet a found 1/2-inch iron pipe south 0.39 feet, in all a distance of 497.62 feet to an angle point in said south line of the herein described tract;

2. South 88 degrees 13 minutes 55 seconds West, passing at a distance of 0.50 feet a found 5/8-inch iron rod with cap stamped 'C&R', at a distance of 205.45 feet a found 3/4-inch iron rod north 0.49 feet, at a distance of 358.07 feet a found 5/8-inch iron rod north 1.60 feet, in all a distance of 499.96 feet to a set 5/8-inch iron rod with cap stamped 'MILLER SURVEY';

3. South 87 degrees 56 minutes 57 seconds West, passing at a distance of 445.50 feet a found 1/2-inch iron rod south 2.49 feet, in all a distance of 500.28 feet to a set 5/8-inch iron rod with cap stamped 'MILLER SURVEY', being referenced by a found 5/8-inch iron rod South 05 degrees 28 minutes 13 seconds West at a distance of 2.47 feet;

4. South 88 degrees 14 minutes 36 seconds West, a distance of 499.95 feet to a set 5/8-inch iron rod with cap stamped 'MILLER SURVEY';

5. South 88 degrees 52 minutes 51 seconds West, a distance of 135.50 feet to the **POINT OF BEGINNING** and containing 120.767 acres of land.

A Category 1A, Condition II boundary survey of the herein described tract was prepared in conjunction with and accompanies this description.

John Mark Otto
Registered Professional Land Surveyor
Texas Registration No. 6672

Miller Survey Group
Texas Firm Registration No. 10047100
PH: (713) 413-1900
April 8, 2022
DWG No. 4397-BDY

County: Waller
Project: Maple Woods - North Tract
M.S.G.: 221217
Job Number: 4397-BDY

FIELD NOTES FOR A 21.687 ACRE TRACT

Being a tract of land containing 21.687 acres (944,698 square feet), located in the William Stewart 160 Acre Survey, A-263, and the Catherine May Survey, A-229 in Waller County, Texas; Said 21.687 acre tract being all of a called 21.69 acre tract recorded in the name of Bradley Bonds and Kelli Bonds, under Waller County Clerk's File (W.C.C.F.) No. 1809374; said 21.687 acre tract being more particularly described by metes and bounds as follows (bearings based on the Texas Coordinate System of 1983, South Central Zone, per GPS observations):

BEGINNING at a 3/4-inch iron pipe found at the northwest corner of a called 120.767 acre tract recorded in the name of Maple Woods Development, LLC, under W.C.C.F. No. 2205164, being on the east Right-Of-Way (ROW) of Joseph Road as dedicated in Waller County Deed Record (W.C.D.R.) Vol. 235, Pg. 704, the most westerly southwest corner of said 21.69 acre tract, and the most westerly southwest corner of the herein in described tract;

THENCE, with the line common to said east ROW of Joseph Road, a portion of the west line of said 21.69 acre tract, and a portion of the west line of the herein described tract, North 02 degrees 25 minutes 58 seconds West, a distance of 60.36 feet to a 3/4-inch iron pipe found at the southwest corner of a called 5.0038 acre tract recorded in the name of Nicolas Pena and Maria Pena, under W.C.C.F. 1906069, the most westerly northwest corner of said 21.69 acre tract, and the most westerly northwest corner of the herein described tract;

THENCE, with the line common to said 5.0038 acre tract, said 21.69 acre tract, the residue of a called 8.9695 acre tract recorded in the name of Tony B. Tollefsbol and Janis H. Tollefsbol, under W.C.C.F. 1608833, and the herein described tract, the following two (2) courses;

1. North 87 degrees 20 minutes 45 seconds East, a distance of 661.16 feet to a 3/4-inch iron pipe found at the southeast corner of said 5.0038 acre tract, an angle point in said 21.69 acre tract, and an angle point of the herein described tract;

2. North 03 degrees 09 minutes 41 seconds West, passing at a distance of 255.19 feet a 1/2-inch iron with cap stamped 'PRECISION' found at the common east corner of said 5.0038 acre tract and said residue of a called 8.9695 acre tract, in all a distance of 600.25 feet to a 5/8-inch iron rod with cap stamped 'MILLER SURVEY' set on the south line of a called 13.8012 acre tract recorded in the name of Kathryn McCoy, under W.C.C.F. 2202108, being the most northerly northwest corner of said 21.69 acre tract, and the most northerly northwest corner of the herein described tract;

THENCE, with the line common to said 13.8012 acre tract, and a called 11.000 acre tract recorded in the name of Ricky L. Bonds and Rebecca A. Bonds, under W.C.C.F. 1608833, said 21.69 acre tract, and the herein described tract, North 87 degrees 22 minutes 05 seconds East, passing at a distance of 463.81 feet the common south corner of said 13.8012 acre tract, and said 11.000 acre tract, (being referenced by a 5/8-inch iron rod with cap stamped 'PICKERING' found bearing North 03 degrees 12 minutes 54 seconds West, distance of 0.53 feet,) in all a distance of 1452.34 feet to a 1-inch iron pipe found on the west line of a called 12.4946 acre tract recorded in the name of Patrick Millon and Ellen M. Bernal, under Montgomery County Clerk File (M.C.C.F.) No. 2004048479, being the northwest corner of said 21.69 acre tract, and the northwest corner of the herein described tract;

THENCE, with the line common to said 12.4946 acre tract, and a called 10.0002 acre tract recorded in the name of Patrick Millon and Ellen M. Bernal, under M.C.C.F. No. 2004048477, and a called 118.210 acre tract recorded in the name of Farmin Charmin, LLC, under M.C.C.F. No. 2019028336, said 21.69 acre tract, and the herein described tract, South 01 degrees 58 minutes 36 seconds East, passing at a distance of 606.42 feet a 1-inch iron pipe found at the common west corner of said 10.0002 acre tract, and said 118.210 acre tract, in all a distance of 648.07 feet, to a 5/8-inch iron rod with cap stamped 'MILLER SURVEY' found at the northeast corner of said 120.767 acre tract, being the southeast corner of said 21.69 acre tract, and the southeast corner of the herein described tract;

THENCE, with the line common to said 120.767 acre tract, said 21.69 acre tract, and the herein described tract the following three (3) courses;

1. South 89 degrees 20 minutes 20 seconds West a distance of 1380.35 feet to a 5/8-inch iron rod with cap stamped 'MILLER SURVEY' found;

2. South 01 degrees 03 minutes 05 seconds East a distance of 60.03 feet to a 5/8-inch iron rod with cap stamped 'MILLER SURVEY' found;

3. South 87 degrees 20 minutes 45 seconds West, a distance of 719.57 feet to the **POINT OF BEGINNING** and containing 21.687 acres of land.

An ALTA/NSPS Land Title survey of the herein described tract was prepared in conjunction with and accompanies this description.

John Mark Otto
Registered Professional Land Surveyor
Texas Registration No. 6672

Miller Survey Group
Texas Firm Registration No. 10047100
PH: (713) 413-1900
August 3, 2022
DWG No. 4397-ALTA-21.687AC

Exhibit B

Plan of Development

EXHIBIT B

MAPLE WOODS
PLAN OF DEVELOPMENT

± 142.3 Acres

Prepared For:
MAPLE WOODS DEVELOPMENT LLC

PREPARED BY:
META
PLANNING + DESIGN
24285 Katy Freeway, Suite 525
Katy, TX 77494

March 1, 2023

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I. INTRODUCTION

Maple Woods (Project) is a residential community consisting of approximately 142.3 acres located south of FM 1488, immediately west of and adjacent to the Montgomery County line, at the intersection of Joseph Road and Robin Hood Lane. The project is wholly located within Waller County and is not subject to any city's extraterritorial jurisdiction.

The developer desires to construct a single-family residential community with the associated drainage and detention facilities and a small neighborhood park. The development will include a mix of housing products and sizes for different ranges of the homeowner market.

This Plan of Development (PD), its description, rules, and regulations shall apply to the entirety of the property, which is located within Waller County. The area of the PD and the projected lot count is depicted on Exhibit C, General Development Plan.

II. GENERAL PROVISIONS

The Plan of Development (PD) approved herein will be constructed, developed, and maintained in compliance with this Development Agreement and other applicable ordinances or regulations of the County. The Maple Woods Plan of Development shall be governed by the County ordinances and regulations in effect as of the effective date of this Development Agreement, except to the extent the County ordinance or regulation conflicts with this Development Agreement.

If there are discrepancies between the text of this document and the figures attached, the text shall prevail.

The Project shall be developed in accordance with the following exhibits that are attached to and made a part of this PD:

Exhibit B-1:	Landscape and Open Space Plan
Exhibit B-2:	Fence Exhibit
Exhibit B-3:	Compensating Open Space Standards
Exhibit B-4:	Roundabout Standards
Exhibit C:	General Development Plan

A homeowners' association shall be established and made legally responsible to maintain all common areas, recreation reserves, and community amenities not otherwise dedicated to the public. All land and facilities dedicated to a Municipal Utility District shall be maintained by said District.

The homeowners' association shall enforce restrictions regarding on-street parking on residential streets. Said restrictions regarding on-street parking cannot be omitted, amended, or changed without the review and favorable vote of the Waller County Commissioner's Court.

The following minor modifications of the PD are allowed:

1. Modifications to internal street patterns are allowed.

2. Modifications to the arrangement and location of proposed land uses set forth in this document ("Maple Woods Plan of Development") and Exhibits B-1, B-2, and C are permitted to address market conditions.
3. Modifications to lot sizes are allowed, provided that such lots shall adhere to the minimum lot frontage regulations and the maximum number of dwelling units set forth in this document.

Additional tracts of land may be incorporated into the Development Agreement by approval from the Waller County Commissioners Court of a new General Plan showing the new total acreage. Any added property must comply with all the standards of this Development Agreement. Deviations or incompatibilities must seek an amendment to this Agreement. Any added property must also comply with all Waller County regulations and requirements beyond this Agreement, unless a separate variance is approved by the appropriate authority.

III. LAND USES

The primary land use of the Maple Woods development shall be residential lots. The maximum number of residential lots shall not exceed 500 (five hundred) lots for the current ±142 acre initial tract, and shall not exceed 4.5 dwelling units per gross acre of any tract incorporated by future General Plans. All lots are designed as single-family lots; however, this shall not preclude the addition of an Accessory Dwelling Unit (including but not limited to: garage apartments, mother-in-law suites, etc) within an individual lot.

Within the boundary of the Project, land shall be set aside for a neighborhood park accessible to all residents. The neighborhood park shall be owned and maintained by the homeowners' association, community association, or municipal utility district of the Maple Woods development, not Waller County, unless said responsibilities are later exchanged by separate agreement.

Landscape and open space reserves throughout the Project may have additional man-made improvements provided by the developer, such as hiking/running trails, benches, or shelters that facilitate recreational activities. These areas will not be considered a part of the neighborhood park area, but may be used for Compensating Open Space as described in Exhibit B-3.

Drainage and detention facilities, utility facilities, and other uses incidental to the creation and operation of a residential community are also included in the Project. These shall be governed by the appropriate rules of Waller County and the State of Texas, as applicable.

The Maple Woods Plan of Development does not provide for any large-scale multi-family or non-residential uses such as commercial, retail, industrial, or etc.

IV. DEVELOPMENT REGULATIONS

The Project shall comply with all Waller County subdivision and development regulations in effect at the time that the Development Agreement is enacted, except as provided herein.

1. Roadway Design

Roadways within the PD shall be developed in accordance with the following regulations:

1. Joseph Road / Robin Hood Lane – existing streets
    a. Developer is not obligated to make any improvements to the existing streets outside the Project boundary, except for right-of-way widening, if needed, and any improvements needed for the installation of entrances to the Maple Woods development. This shall include left turn lanes where deemed necessary by a Traffic Impact Analysis or other County analysis of the new entrances to the Project.
    b. Where abutting the Maple Woods PD, the standard cross section of Joseph Road shall be a 90' ROW with asphalt paving and open ditches. Waller County may elect to modify or improve the street cross section at its sole discretion, but developer shall not be responsible for said improvements.

2. Joseph Road / Robin Hood Lane – Realignment and Roundabout
    a. The developer shall dedicate right-of-way for the realignment of Robin Hood Lane to directly intersect with Joseph Road using a roundabout intersection, as indicated in Exhibit C, General Development Plan.
    b. Developer may provide an interim connection to Joseph Road which shall be a four-way intersection at the current intersection of Joseph Road (north and west legs) and Robin Hood Court. The ultimate configuration shall be a five-way intersection as shown in Exhibit C.
    c. Responsibility for the construction and financial aspects of the realignment and roundabout shall be determined separately by a 381 Agreement between the Developer and Waller County. This shall include acquisition of off-site property for expansion of the existing rights-of-way as needed to complete the new road geometry; and shall also include relocation of utilities within or immediately adjacent to the right-of-way as needed for construction.
    d. Within the proposed realignment, the minimum street centerline curve radius shall be a minimum of 650'. Geometry within 100' of the roundabout is not considered part of the normal centerline – see Roundabout Design Regulations for the standards for street design on the roundabout approaches.

3. Collector Streets – Primary access streets making direct connections to Joseph Road shall be considered Collector Streets and shall have a minimum 80'-wide ROW and minimum 32'-wide paving with curb and gutter cross-section. At the developer's discretion, the paving cross section on entry streets may include a median with divided boulevard paving lanes, but in any case the total paving cross-section shall not be less than 32'.

4. Internal Circulation Streets – internal streets which guide residents to and from the main access points to Joseph Road, which may abut the lake or neighborhood

park, and which may or may not have residential driveways taking direct access, shall meet the following criteria:

a. 60' minimum ROW width
b. 300' minimum centerline radius
c. Paving shall be concrete with curb and gutter cross-section
d. Minimum paving width shall be 28' except as provided below:
    i. Wider paving may be needed on portions of internal streets that abut the neighborhood park, for which vehicle stacking and/or parking on the street would be necessary for the intended use.
    ii. A limited scope Traffic Impact Analysis may analyze whether or not wider paving is needed in these cases.

5. Local Streets – streets which primarily provide direct access and frontage to individual lots
    a. 50' minimum ROW width
    b. 28' minimum concrete paving width in a curb and gutter cross-section
    c. 250' minimum centerline radius
    d. Center point of bulb on cul-de-sac or knuckle may be offset from right-of-way centerline.

6. Cul-de-Sac Geometry
    a. Minimum 50' paving radius
    b. Minimum 60' ROW radius
    c. Easements for water, sanitary sewer, and other utilities may exceed the ROW as needed.

7. Construction Specifications
    a. Maintenance Period for public streets shall be increased from one year to two years before County acceptance.
    b. Developer agrees to provide 7" thick concrete on local streets and internal circulation streets, and 8" thick concrete on collector streets, unless a geotechnical soil analysis demonstrates that improvements to subgrade will provide better long-term stability and reduced maintenance burden for the road, in which case 6" concrete and 7" concrete, respectively, shall be permitted along with improved subgrade as specified in the analysis.

2. Points of Access

The Maple Woods development shall ultimately provide a minimum of two connections to Joseph Road / Robin Hood Lane, and internal street pattern shall connect these two access points within the development. Construction of the two connections may be phased over time, except that at no point shall more than 150 lots be limited to access from a single connection or be constricted to a single point of access.

3. Block Length and Intersection Spacing

A. Block length and intersection spacing within the Maple Woods development shall be determined based on the following:

1. Western and Southern Boundaries (Joseph Road / Robin Hood Lane)
    a. Only two connections total shall be required to Joseph Road and/or Robin Hood Lane. The two connections must be separated by at least 500' (five hundred feet). The Developer may choose to provide an additional connection to Joseph Road and/or Robin Hood Lane, which shall be subject to the typical requirements of Waller County.
    b. No stub streets shall be required into the existing neighborhood along Robin Hood Lane south of the Project.
2. Eastern Boundary
    a. The eastern boundary of the Project is the Waller/Montgomery County Line. No streets shall be required to stub into the County Line.
3. Northern Boundary
    a. The northern project boundary is approximately 2,150' in length between Joseph Road and the County Line. No stub streets shall be required into the adjacent private property to the north, but may be provided if desired by the Developer.
4. Internal Circulation Streets and Local Streets
    a. Except as provided above, each local street shall intersect with another local street or internal circulation street at least every 1,500 feet, measured from edge of right-of-way to edge of right-of-way.

4. Roundabout Design Standards

A. Joseph Road / Robin Hood Lane Roundabout
    a. The Developer shall design the roundabout on Joseph Road to the standards specified in Exhibit B-4.
B. Residential Mini Traffic Circle
    a. If the developer chooses to provide single-lane roundabouts or traffic circles on any local street intersections internal to the development, such traffic circles should be in general conformance with the standards specified in attached Exhibit B-4.

5. Single-Family Residential

Residential lots within the Project shall be developed in accordance with the following regulations:

A. Lots
    1. The maximum number of residential lots shall not exceed 500 lots for the current ±142 acre initial tract, and shall not exceed 4.5 dwelling units per gross acre of any tract incorporated by future General Plans.
    2. Minimum lot size is forty (40') feet minimum width.
    3. Lots less than five thousand (5,000) square feet shall provide compensating open space in accordance with the standards required by the City of Houston Subdivision Ordinance, Chapter 42-184, as in place at the time of the adoption of this Development Agreement (specified in attached Exhibit B-3).

4. Measurement of lot width is to be taken at building line. The measurement of the building line shall be based off a tangential width on radial shaped lots, not based on arc length.
5. The minimum lot width on a cul-de-sac or knuckle that is fronted entirely by lots (no landscape or other reserves) shall be such that the projected width at the curb line allows eighteen (18) feet plus the width of a driveway and curb return radii (3 feet) on each side of driveway, for curb-side vehicle parking. This lot width requirement may be waived if there is additional parking available on the affected lot or in the vicinity, at least one extra space per affected lot, which achieves the same result. Such parking may be allocated by one or more methods including but not limited to: a longer driveway on the lot; parallel parking spaces on the side of a nearby corner lot or along a nearby open space; a center paving island that provides curb space for parallel parking in the middle of the cul-de-sac; or any other methods that achieve the desired parking result. However, in no case shall any lot be less than 40' in width at the building line as described in the sections above.
6. Maximum lot coverage: Sixty-five (65%) percent, calculated as the ground covered by building structures, whether principle or accessory, out of the gross lot surface area.
7. Minimum front yard building setback:
    a. Typical front yard setback – 25 feet
    b. Cul-de-sac front yard setback - 20 feet (cul-de-sac bulbs and knuckle bulbs)
        i. Setback shall be measured at the building line.
        ii. Where the cul-de-sac is surrounded entirely by lots (no landscape or other reserves), the lots fronting the knuckle/cul-de-sac shall have a dual building line: 20' for the principal structure, 25' for garages. The dual building line is not required on an open cul-de-sac where part of the curb abuts an area with no driveways.
8. Minimum side yard building setbacks:
    a. five-foot (5') setback for interior, non-corner lots and the non-street side of corner lots
    b. ten-foot (10') setback for exterior/street side of corner lots
    c. twenty-five-foot (25') garage setback if the garage door faces the side street
    d. Where a corner lot is separated from the side street by a landscape reserve, the five-foot (5') interior side setback shall apply to the lot from its side lot line and the side street shall have a five-foot (5') building setback line across the landscape reserve. Residential driveway access across the landscape reserve is prohibited.
9. Minimum rear yard building setback: 10 feet from the rear property line, notwithstanding the presence of any utility easements that may have separate restrictions on structures.
10. No lots shall have direct access to Joseph Road or Robin Hood Lane. A landscape reserve shall separate all lots from Joseph Road and Robin Hood Lane.

B. Shade Trees:
   1. All lots shall have a minimum of one (1) tree, planted in the front right-of-way or front yard.
   2. In addition, for corner lots with frontage on a side street (not separated by a landscape reserve), one tree shall be provided within 15 feet of a street-side lot line per 50 feet of lot frontage on the side street, or portion thereof. Required trees shall be placed within the side yard setback or the adjacent right-of-way.
   3. The trees must be a minimum of two and one-half (2-1/2) inches in caliper width and a minimum height of eight (8) feet as measured at the tree trunk from the ground as planted.

C. Parking:
   1. Each single-family home in the Project shall be subject to parking restrictions to be memorialized in separately filed covenants and restrictions as follows:
      a. Resident Parking: Vehicles of residents shall be parked in the resident's garage or driveway.
      b. Guest parking: Guests of residents must park in the driveway of the single-family residence they are visiting and may only park on the street if the driveway is not capable of parking another vehicle. This provision does not apply to law enforcement vehicles, emergency services vehicles, vehicles of service workers such as landscapers, construction workers, plumbers, etc., but does apply to vehicles belonging to caregivers or domestic help that routinely provide services to the resident.
      c. Enforcement: The enforcement of these Parking Restrictions shall be done both in accordance with Chapter 684 of the Texas Transportation Code relating to the towing of vehicles, and in accordance with provisions relating to the issuance of fines and the granting of variances from the Parking Restrictions to be contained in separately filed covenants and restrictions.

D. Screening walls: where residential lots are platted adjacent to Joseph Road or Robin Hood Lane, a minimum six feet (6') stained wood perimeter fence shall be built along the back or side lot line adjacent to said streets as shown on Exhibit B-2, Fence Exhibit.

V. PARKS, RECREATION AND TRAILS

The Maple Woods development shall provide a neighborhood park, which shall consist of (1) an outdoor park space with play equipment and (2) an open play field. Exhibit B-1, Landscape and Open Space Plan, illustrates the proposed location of these facilities. The exact geometry of each site shall be determined through the platting process. In addition, pedestrian sidewalks shall make a complete connection from each residential home to the neighborhood park facility.

The Neighborhood Park shall be platted, shall have a minimum frontage of 60 feet on a public street, and shall be accessible to all residents of the Maple Woods development. The park space with play equipment shall be a minimum of one (1) acre in size and shall directly abut the open play field. The open play field shall utilize the surface of the drill site reserves for use of mineral rights owners. If mineral exploration or extraction is ever enacted, the play fields shall be re-established by the homeowners' association, community association, or municipal utility district once drilling activities are complete.

The developer may also choose to provide amenities such as plantings, walking trails, benches, or etc. along the drainage and detention facilities or within the landscape reserves that may be dedicated within the community.

Minimum five-foot (5') wide sidewalks shall be provided along both sides of local residential streets. All sidewalks shall be constructed in accordance with the County details and shall meet the State of Texas ADA standards.

All park areas and equipment, landscaping and plantings, facilities, sidewalks, trails, fields, and other recreational amenities shall be maintained by the homeowners' association, community association, or municipal utility district of Maple Woods.

VI. BUILDING REGULATIONS

Single-family homes within the Project shall be developed in accordance with the following building regulations:

1. Primary exterior finishes are limited to brick, stone (natural, cast, or cultured-textured), real stucco, (wire mesh, cement lime based), and glass, and shall comprise at least 50% of the front façade (the area of the front façade shall exclude eaves, fascia, and door and window openings).
2. Secondary exterior finishes shall include wood, ceramic tiles, oriented strand board siding, wood fiber hardboard siding, and fiber cement siding.
3. Use of architectural materials is limited to canopies, roof systems, and miscellaneous trim work and such use shall meet the durability standards of the development code.
4. No single exterior finish material shall cover more than 80% of the front of any single-family home, except masonry.
5. The following building materials shall NOT be used on the exterior finish:
    a. Vinyl siding, plastic, or fiberglass panels.
    b. Smooth or untextured concrete surfaces.
    c. Exterior Insulated Finish Systems (E.I.F.S.) (except moldings)
    d. Unfired or underfired clay, sand, or shale brick.

VII. APPLICABILITY

This document shall apply to any development within this tract and has no expiration. It shall be upheld for any and all existing and future developers or builders, except and unless a new amended agreement is written and approved by all owners and applicable agencies.

VIII. EXHIBITS

The exhibits attached hereto and listed below are incorporated herein for all purposes and represent the approved project (subject to revisions as permitted within this document).

Exhibit B-1 – Landscape and Open Space Plan
Exhibit B-2 – Fence Exhibit
Exhibit B-3 – Compensating Open Space Standards
Exhibit B-4 – Roundabout Standards
Exhibit C – General Development Plan

EXHIBIT B-1

a landscape exhibit for

MAPLE WOODS

±142.4 ACRES OF LAND

prepared for

MAPLE DEVELOPMENT GROUP

META PLANNING + DESIGN

24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

SCALE 0 100 200 400

MTA-45006
MARCH 1, 2023

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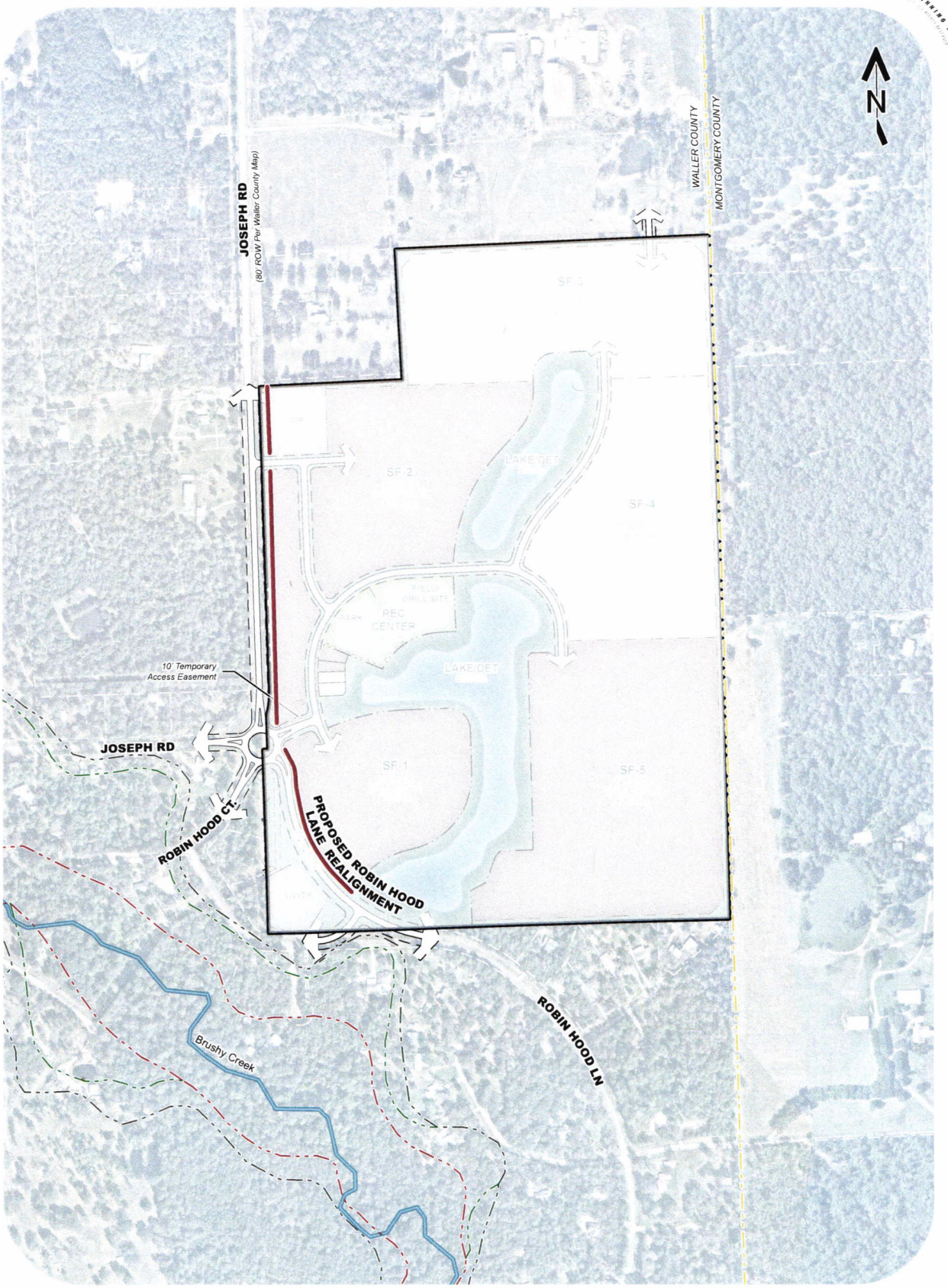

EXHIBIT B-2

STAINED WOOD FENCE

a fence exhibit for

MAPLE WOODS

±142.4 ACRES OF LAND

prepared for

MAPLE DEVELOPMENT GROUP

META PLANNING + DESIGN
24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

SCALE 0 100 200 400

MTA-45006
MARCH 1, 2023

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META PLANNING + DESIGN

EXHIBIT B-3

Sec. 42-184. - Reduction in lot size; compensating open space.

Lot sizes less than the otherwise applicable minimum prescribed in sections 42-182 and 42-183 of this Code are permitted in subdivisions where compensating open space is provided within the boundaries of the subdivision plat in accordance with the following schedule and in conformance with the design standards of section 42-185 of this Code:

Average lot size may be reduced to this square footage	Upon providing this amount of compensating open space per lot	
	Suburban Area	Urban Area
4,999—4,500	100	None
4,499—4,000	200	None
3,999—3,500	300	None
3,499—3,000	400	240
2,999—2,500	500	360
2,449—2,000	600	480
1,999—1,400	720	600

(Ord. No. 99-262, § 2, 3-24-99)

7.10 Roundabout Design Standards

7.10.1 Definitions

Important components of roundabouts are shown in Figure 7.10.1, and these components and other concepts associated with roundabout design are defined below.

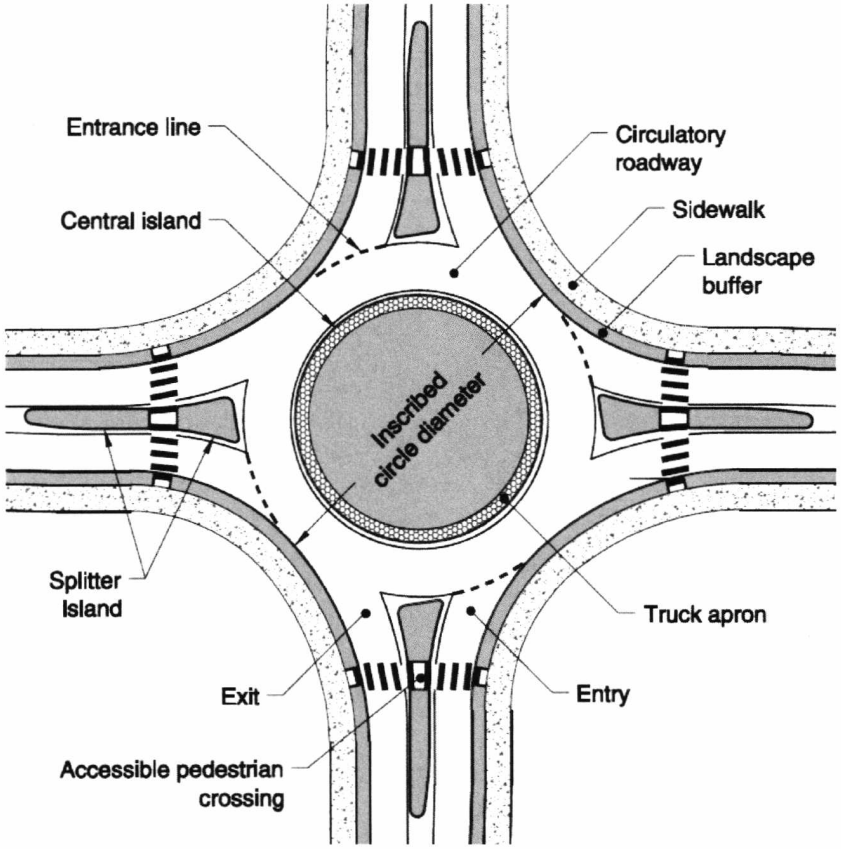


Figure 7.10.1 – General Roundabout Features

Central Island – The raised, generally circular area in the middle of a roundabout around which traffic circulates counter-clockwise.

Circulatory Roadway – The roadway used for traffic to travel around the central island.

Deflection – The change in trajectory of a vehicle imposed by roadway geometry and markings including the splitter islands and central island.

Entrance Line – Marks the edge of the circulatory roadway, assists circulating traffic in choosing an exit path, and assists entering traffic in determining where to yield.

Inscribed Circle Diameter – The maximum diameter of the curve defining the outside edge of the circulatory roadway and one of the principal roundabout design components that impact traffic operations.

Landscape Buffer – Separates the sidewalk from the roadway. Provides a buffer against traffic and assists visually impaired pedestrians in safely navigating the roundabout.

Mini Roundabout – Application of a roundabout with a small, traversable central island, usually on low- volume neighborhood streets.

Multilane Roundabout – A roundabout with two or more lanes in the circulating roadway and two or more lanes on at least one entry.

Path Overlap – Conflict between the natural paths of vehicles in a roundabout, usually due to improper geometry.

Single Lane Roundabout – A roundabout with a one-lane circulatory roadway and one-lane entries.

Splitter Island – The raised or painted area between entering and exiting traffic at each approach. Provides deflection for entering traffic and refuge for pedestrians to make two-stage crossings of the approach.

Truck Apron – Part of the central island that is raised above the circulatory roadway to enable trucks to negotiate the roundabout while also discouraging excessive speeds by other vehicles.

7.10.2 Procedure for Design and Approval

7.10.2.1 Reference Documents

All roundabouts constructed in the City of Sugar Land must comply with the latest editions of all relevant national, state, and local standards that pertain to roadway and intersection design, including but not limited to:

- *Texas Manual on Uniform Traffic Control Devices* (TMUTCD)
- *NCHRP Report 672: Roundabouts: An Informational Guide*
- *A Policy on Geometric Design of Highways and Streets* (Green Book)
- *City of Sugar Land Neighborhood Design Policy*, City of Sugar Land

7.10.2.2 Pre-Design Meeting

A pre-design meeting shall be held between parties interested in constructing a roundabout and officials from the City of Sugar Land. The purpose of this meeting is to ensure that fundamental design criteria for the proposed roundabout are

determined before significant design resources are expended. The meeting will discuss:

- Appropriateness of a roundabout at the proposed location
- Scope of required Pre-Design Report, including scope of data collection and traffic counts
- Design vehicle(s) for roundabout geometry
- Availability of and potential impacts to public right-of-way
- Location of and potential impacts to public utilities

7.10.2.3 Pre-Design Report

Prior to the design of a roundabout, a traffic analysis shall be performed and a summary report prepared and submitted to the City of Sugar Land for review. The full scope for the summary report will be defined in the pre-design meeting. The traffic analysis shall include morning and afternoon weekday peak hour turning movement counts as well as any other counts as defined in the scoping meeting. Capacity analyses using accepted methodology defined in this document shall be conducted for existing traffic volumes and for projected traffic volumes. The report shall include at minimum the following information:

- Existing turning movement counts
- Projected turning movement counts
- Description of existing traffic control
- Description of adjacent land uses
- Description of roadway network in vicinity of intersection, including adjacent traffic signals.
- Identification of year at which a single lane roundabout will no longer function at an acceptable LOS
- Description of proposed ultimate roundabout geometry (number of entry lanes, exit lanes, and circulating lanes)
- Capacity analysis reports including LOS, queue length, and delay per vehicle for future volumes and proposed ultimate roundabout geometry
- Identification of proposed design vehicle for each approach to the roundabout
- The 50% submittal, as described in Section 7.10.2.4, may be submitted as part of the pre-design report

7.10.2.4 Design Submittals

The roundabout design plan shall include, at minimum, a 50% submittal and a 100% submittal. The components of each submittal are listed below:

- 50% submittal
  - A preliminary roundabout schematic showing exterior curb lines, central island, truck apron, and splitter islands. The schematics should be drawn on an aerial photograph that shows existing pavement, driveways, and other fixed geometric features that may be impacted by roundabout construction. A preliminary pavement marking plan should be included.
  - Schematics showing fastest paths for the left-turn movement, the through-movement, and the right-turn movement for each approach. The fastest paths should be constructed utilizing the methodology detailed in *NCHRP 672: Roundabouts: An Informational Guide*. As many schematics as needed should be produced to show these fastest paths clearly. A table that lists the radii of the component curves of each fastest path and the corresponding design speed for the curve as listed in *A Policy on Geometric Design of Highways and Streets* (AASHTO, latest edition) should accompany the schematics.
- 100% submittal
  - Includes all components specified in the Construction Plan Requirements section.

7.10.2.5 Construction Plan Requirements

Construction Plans for Roundabouts shall conform to the City's graphic standards. The basic set of roundabout construction drawings shall include, but is not limited to, the following:

- Title Sheet and/or Index of Sheets
- General Construction and Utility Notes
- Basis of Estimate
- Existing Conditions Layout
- Paving Layout
- Drainage Layout
- Pavement Marking and Signing Layout
- Pedestrian Walkway Details
- Landscaping Plans
- Illumination Drawing

- Phasing of roundabout construction (if applicable) / Traffic Control Plans
- Standard Detail Sheets (all required and latest)

The construction plans may be submitted as a standalone set or combined into a larger project set.

7.10.3 Roundabout Operations

This section outlines general concepts about roundabout operations. Each of these concepts is crucial to the proper design of a roundabout.

7.10.3.1 Yield on Entry

Vehicles entering the roundabout yield to all conflicting vehicles within the roundabout regardless of whether those vehicles are circulating or exiting.

7.10.3.2 Counterclockwise Flow

Vehicles flow in a counterclockwise direction within the roundabout.

7.10.3.3 Yield to Pedestrians

Vehicles obey normal traffic laws with regard to yielding to pedestrians in the crosswalk.

7.10.3.4 Maximum Fastest Path Speeds

The fastest path speed is the maximum speed at which a vehicle can navigate the roundabout if the driver ignores all lane designations and pavement markings. The fastest path is defined with a series of reverse curves, and the fastest path speed is the speed at which a passenger vehicle can navigate the smallest-radius curve as defined in the AASHTO publication *A Policy on Geometric Design of Highways and Streets*. NCHRP 672 outlines a procedure for estimating the fastest path speed. Fastest path speeds should be defined for all movements possible for each approach as shown in Figure 7.10.2.

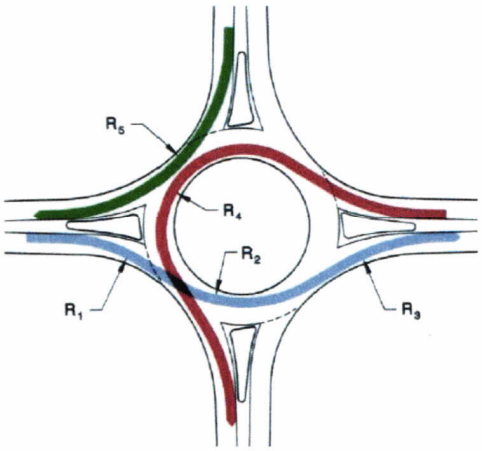


Figure 7.10.2 – Fastest Paths

For all movements shown in Figure 7.10.2, the desirable maximum speed is 20 mph for a single lane roundabout and 25 mph for a multilane roundabout. The absolute maximum speed for each movement is 25 mph for a single lane roundabout and 30 mph for a multilane roundabout.

Measurements for the fastest path speed are taken from a point three to five feet from the edge of the traveled way. The edge is typically either the face of curb or the edge of a raised truck apron. Where other fixed objects are present in the roadway (e.g. plastic bollards) these can also function as the edge of travelled way for the purposes of a fastest path calculation. Figure 7.10.3 illustrated how the fastest path movements should be constructed for the measurement of R1, R2, and R3.

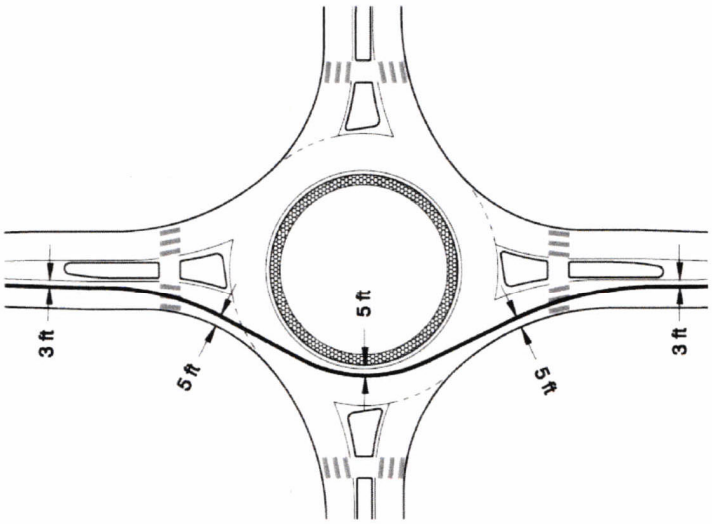


Figure 7.10.3 – Measurement of Fastest Path

7.10.4 Roundabout Planning

7.10.4.1 Lane Configuration

The first step in roundabout design is the selection of lane configuration. Lane configuration is selected to achieve the desired intersection level of service (LOS) for a future planning year. A 20-year horizon shall be used, and traffic projections for that horizon should be made using a combination of growth factors and knowledge of planned developments.

Highest Classification of Involved Streets	Minimum Intersection LOS for Future Design Year
Collector	LOS C
Arterial	LOS D

The roundabout geometry may be asymmetrical to minimize the number of entry and/or circulating lanes required to achieve the target LOS. Minimizing the number of lanes wherever possible can make the roundabout easier to navigate for drivers and decrease crossing distances for pedestrians.

Roundabouts with circulatory roadways consisting of up to two lanes are permitted within the City of Sugar Land. Any proposed roundabout with any part of the circulatory roadway consisting of more than two lanes is not permitted except with the approval of the City.

7.10.4.2 Phasing of Roundabout Construction

Providing roundabout capacity to meet LOS targets for future traffic volumes can result in a larger roundabout than what is required by existing traffic volumes. Drivers at such a roundabout may not respect lane designations until traffic volumes grow sufficiently and may drive faster than is desired. Phasing roundabout construction can be desirable to accommodate changing traffic volume levels. The pre-design report should discuss capacity needs for existing and future conditions as well as the necessary timing for phasing to accommodate existing and future conditions.

7.10.4.3 Capacity Analysis

Various methodologies and software packages are available for roundabout capacity analysis. These include the 2010 Highway Capacity Manual (HCM), SIDRA Intersection, RODEL, Synchro, and VISSIM. The Highway Capacity Manual methodology and Synchro Software are typically sufficient for minor intersections with standard geometries. SIDRA Intersection is appropriate for intersections with more complex geometries. VISSIM is appropriate for analyzing roundabout capacity when a complex network of intersections, driveways, and other factors in the vicinity of the roundabout may impact roundabout operations. The capacity analysis methodology to be used for a given intersection will be selected during the pre-design meeting.

7.10.4.4 Design Vehicle

Selecting an appropriate design vehicle is a critical step in the design of a proper roundabout. Selecting an inappropriately large design vehicle can result in an unnecessarily large roundabout that encourages higher speeds than desirable and creates crossing challenges for pedestrians. On the other hand, selecting an inappropriately small design vehicle can result in a roundabout that is too small to accommodate trucks and fire trucks, which may damage curbs and other roundabout features as they attempt to navigate the roundabout. Capacity can also be decreased below acceptable levels if a large number of trucks require multiple lanes to negotiate the curves.

The selection of the design vehicle should be sensitive to the context of the roadway network and adjacent development. Typical design vehicles for various roadway types are shown below; however, the ultimate design vehicle will be selected during the pre-design meeting.

Roadway Classification	Circulatory Roadway	Truck Apron
Collector	WB-67	BUS
Arterial	WB-50	BUS
Local	No truck apron	BUS
Rural	WB-67	BUS

Each roundabout design should be checked to ensure that fire trucks and school buses can navigate the roundabout without any use of the truck apron.

The roundabout should be designed such that the design vehicle can navigate it with a 1-foot clearance from the turning radius to any non-mountable curb face. The front wheels of the design vehicle should not encroach on the truck apron.

7.10.5 Geometric Design

7.10.5.1 Types, purpose, and importance of deflection

Deflection is a key component of roundabout design and is a primary determinant of traffic operations and safety. Deflection is achieved with physical geometric elements and ensures that no vehicle can travel a straight path through the roundabout without hitting curb or other physical delineator (see Figure 7.10.2). Three types of deflection are used to control speeds in a roundabout:

- Entry deflection – deflection caused by the geometry of the entry lanes and the splitter island on an entry leg (R1)
- Central island deflection – deflection caused by the placement of the central island within the path of an entering vehicle (R2)
- Exit deflection – deflection caused by the geometry of the exit lanes and the splitter island on an exit leg (R3)

Deflection will vary to ensure that entry speeds, circulating speeds, and exit speeds are kept within a desirable range, path overlap is minimized, and all design vehicles can be accommodated.

7.10.5.2 Inscribed Circle Diameter

The diameter of the inscribed circle should be chosen so that it is the smallest possible diameter that will accommodate the design vehicle, the desired number of lanes, the maximum desired entry speed, and the maximum desired circulating speed.

Roundabout Geometry	Typical Inscribed Circle Diameter
Single Lane Roundabout	90-150 ft
Two Lane Roundabout	150-220 ft

7.10.5.3 Central Island

The diameter of the central island is determined after the roundabout inscribed circle diameter, design vehicle, circulatory roadway width, and truck apron size are selected to accommodate the design vehicle and minimize the fastest path speed.

Pedestrians shall not be permitted to access the central island.

Landscaping on the central island is discussed in 7.10.8 Landscaping, Drainage, and Visibility.

7.10.5.4 Alignment of Centerlines

The centerlines of approach roadways should align with the center of the roundabout or up to 40 feet offset left of center as shown in Figure 7.10.4. A slight offset left approach is typically desirable to achieve target entry speeds. Offset right approaches should be avoided because of their tendency to increase entry speeds.

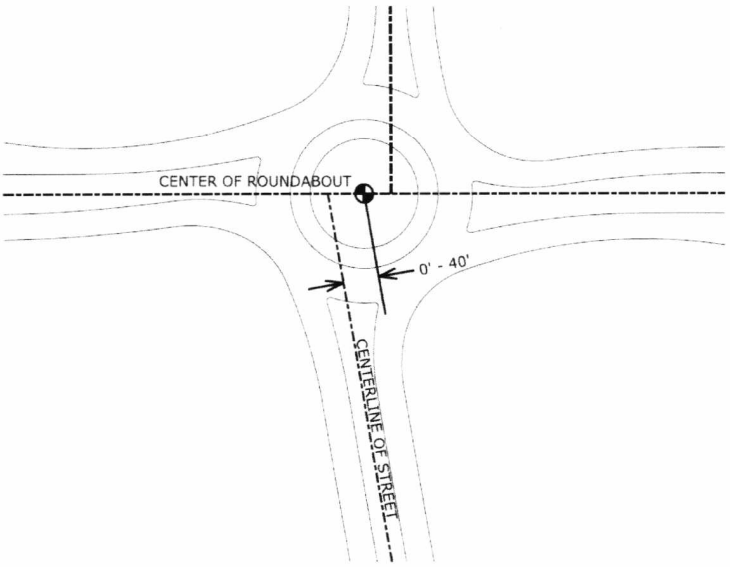


Figure 7.10.4 – Acceptable Centerline Offsets

7.10.5.5 Number of Approaches

Roundabouts are permitted to have three, four, or five approaches. More than five approaches can result in a roundabout with a large inscribed diameter and high speeds.

7.10.5.6 Angle Between Approach Centerlines

The centerlines of adjacent approaches should intersect at as close to 90 degrees as is practicable. Centerlines intersecting at oblique angles can result in high speeds for the right-turn movements, which may require additional design treatments.

7.10.5.7 Splitter Island Design

The splitter islands are a critical component of the roundabout geometry to create entry deflection, control vehicle speeds, and provide pedestrian refuge areas.

Pavers shall be used on the splitter island unless otherwise approved by the City.

The table below defines minimum dimensions for splitter island components.

Splitter Island Attribute	Minimum Dimension
Yield line to tip length	50 ft, 100 ft preferable
Crosswalk cut through width	10 ft
Crosswalk cut through length	6 ft
Yield line to crosswalk setback	20 ft

Figure 7.10.5 illustrates these dimensions for splitter island design.

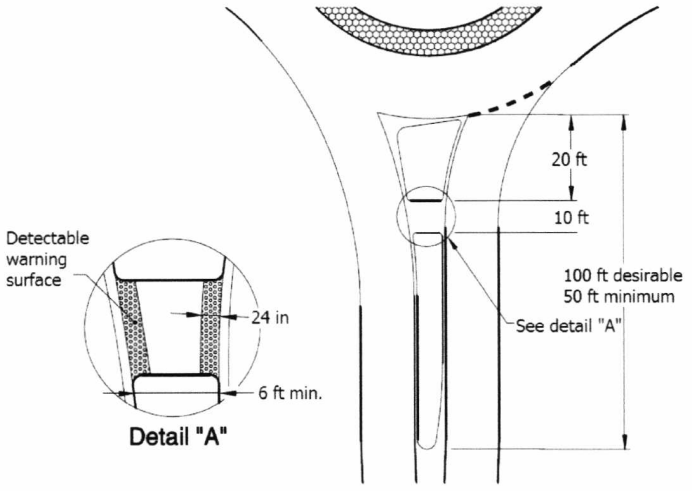


Figure 7.10.5 – Splitter Island Dimensions

7.10.5.8 Truck Apron

Truck aprons should be designed to provide enough room for the design vehicle to pass without running up on a curb. Depending on the design vehicle, a truck apron may not be necessary. Where truck volumes are low, trucks may be assumed to utilize two lanes of a multi-lane roundabout.

The roundabout shall be designed such that transit vehicles, school buses, fire trucks, and passenger vehicles do not have to use the truck apron to navigate around the roundabout.

The truck apron should usually fall within a range of 3 to 15 feet, although the ultimate need for and width of a truck apron will be determined by analysis of the design vehicle and roundabout performance metrics.

The cross slope of the truck apron shall be 2% down from the central island.

The outside edge of the truck apron shall be 4 inches above the circulatory roadway.

An 18" mountable curb shall be used between the truck apron and the circulatory roadway.

The truck apron shall be constructed of an 8" Portland cement base overlaid with pavers, as shown in the City of Sugar Land Standard Construction Details.

If no truck apron is necessary, a 3' mow strip shall be provided around the central island.

7.10.5.9 Entry Width

Entry width is measured from the point where the entrance line intersects the left edge of traveled way, along a line perpendicular to the right curb line. Entry width is chosen to control speed and accommodate design vehicles. Exceeding the recommended entry widths can encourage higher speeds and can encourage drivers to treat the entry as having more lanes than is intended. Recommended maximum entry widths are shown in the table below.

Roundabout Geometry	Maximum Entry Width
Single Lane Approach	16 ft desirable; 20 ft max
Two-lane Approach	28 ft desirable; 32 ft max

Figure 7.10.6 illustrates these standards for entry width and for other geometric elements.

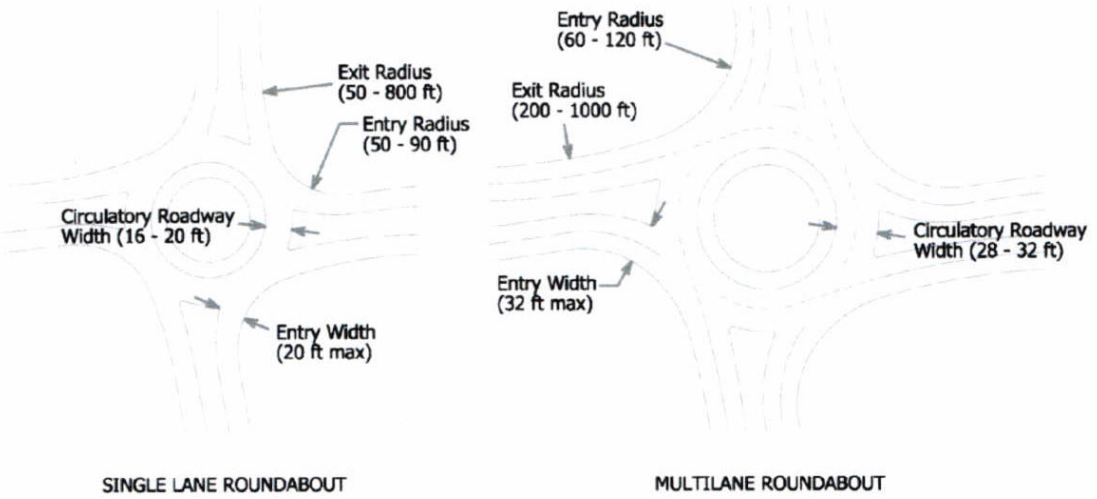


Figure 7.10.6 – Entry and Exit Radius, Entry, and Circulating Width

7.10.5.10 Entry Radius

The entry radius is the minimum radius of curvature along the face of the right-hand curb at entry. It is one of the principal geometric components that create the deflection necessary for speed control at a roundabout. A range of entry radii is frequently acceptable for a given roundabout approach; the chosen radius should achieve the dual goals of controlling the fastest path speed and accommodating the design vehicle.

For a multi-lane roundabout, a compound curve is frequently necessary to provide adequate deflection while minimizing entry path overlap. An initial, small angle curve with a typical radius between sixty feet (60') and one hundred and twenty feet (120') controls speed and is followed by a secondary, large angle curve greater than one hundred and fifty feet (150') or a tangent line that aligns the entering vehicles to avoid path overlap.

Typical ranges for entry radii are shown in the table below and in Figure 7.10.6.

Roundabout Geometry	Typical Entry Radius
Single lane roundabout	50 ft-90 ft
Two lane roundabout – initial radius	60-120 ft
Two lane roundabout – secondary radius	>150 ft (or tangent)

7.10.5.11 Exit Radius

The exit radius is the minimum radius of curvature of the outside right curb at an exit.

Exit radii are typically higher than entry radii to promote movement out of the roundabout and minimize congestion. However, the higher speeds that result from larger radius exit curves can make the road crossing difficult for pedestrians so the desire to minimize congestion must be weighed against pedestrian needs particularly in areas with high pedestrian volumes. Typical ranges for exit radii are shown in the table below and in Figure 7.10.6.

Roundabout Geometry	Typical Exit Radius
Single lane roundabout	50 ft-800 ft
Two lane roundabout	200-1000 ft

7.10.5.12 Circulatory Roadway

The width of the circulatory roadway is typically determined through an iterative approach that simultaneously considers the design vehicle, the inscribed diameter, the truck apron, entry radii, and other geometric elements. Typical circulatory roadway widths are shown in the table below and in Figure 7.10.6.

Roundabout Geometry	Typical Circulatory Roadway Width
Single Lane Roundabout	16-20 ft
Two Lane Roundabout	28-32 ft

The circulatory roadway shall be constructed with Portland cement concrete. Joint patterns shall be concentric and radial to the circulatory roadway within the roundabout. The joints should not conflict with pavement markings.

7.10.5.13 Path Overlap on Multilane Roundabouts

The natural path of vehicles at each entry to the roundabout should be tested for path overlap. Path overlap can occur on multilane roundabouts when the geometry of the roundabout guides traffic from one lane into an adjacent lane. This situation is frequently encountered on entry paths and exit paths with insufficient deflection, as shown in Figure 7.10.7. Path overlap can be reduced by providing sufficient deflection prior to entering the roundabout.

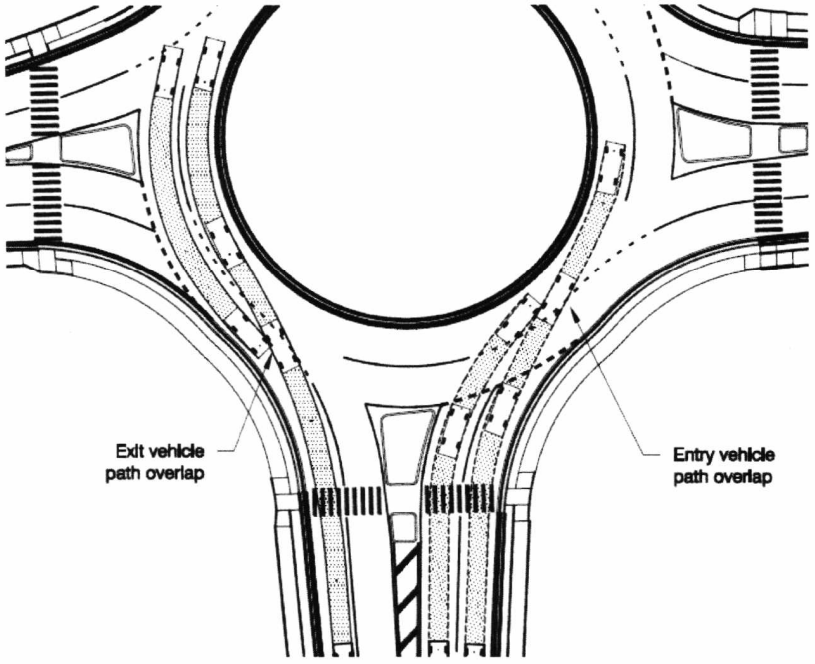


Figure 7.10.7 – Examples of Path Overlap

7.10.6 Signage and Pavement Markings

7.10.6.1 Pavement Markings

All roundabout pavement markings must conform to the TMUTCD standards (where applicable), provisions in Section 7.7.2, and the City of Sugar Land Standard Details.

Lane Markings are crucial to the successful and safe operation of a multilane roundabout. Proper dashed and solid markings shall be provided on each entry lane prior to the entry crosswalk and on each lane of the circulatory roadway past each exit, as shown in the City of Sugar Land Standard Details.

A wide dotted pavement marking shall delineate the edge of the circulatory roadway at each entry. Yield triangles shall be used to mark the location at which drivers must yield to circulating traffic. For each approach lane, the yield markings shall extend from the point at which the edge of the inside lane line intersects the circulatory roadway to a point that is perpendicular to the edge of the outside lane line. Supplemental "YIELD" pavement marking may be required where field observations indicate a significant number of vehicles do not yield.

Yellow edge lines shall be placed along the left edge of the entry and exit of each approach roadway along the edge of the splitter islands. Splitter island curbs may be painted yellow in lieu of painted edge lines.

White edge lines are required along the portion of the splitter island which outlines the outside of the circulatory roadway.

For roundabout exists, install retroreflective yellow paint on splitter island curbs.

7.10.6.2 Signage

All roundabout signage must conform to the TMUTCD standards (where applicable), latest revision and as provided for in Section 7.7.1.

Generally, signage should be minimized to reduce visual clutter and focus driver concentration on potential conflicts and the geometry of the roundabout.

Advance roundabout warning signs (W2-6) with cross street name signs are required on all approaches to the roundabout.

Yield signs shall be placed on both the right and left sides of the road at all single-lane and multilane roundabout approaches. The signs should be placed at the point where vehicles are to yield when entering the roundabout. "YIELD" pavement marking may be required where field observation warrants.

Lane assignment signs depicting the lanes maneuvering around the roundabout shall be provided on all multi-lane approaches, including single lane approaches with auxiliary turn lanes, one hundred seventy five feet (175') to two hundred feet (200') from the yield line. These signs should be accompanied by lane use pavement markings.

Street name signs with a minimum of 6" lettering shall be placed on the splitter islands oriented toward traffic on the circulatory roadway.

The roundabout directional sign (R6-4 series) shall be used in the central island oriented towards each entry approach. The signs shall be composed of black chevrons on a white background. The standard R6-4 sign shall be used for single-lane roundabouts, and the larger R6-4a or R6-4b should be used on two- lane roundabouts.

One-way signs shall not be used to designate roundabout circulation because of the potential for drivers to confuse the sign with an indication of cross street directionality.

7.10.7 Bicycle and Pedestrian Access

7.10.7.1 Sidewalks

All sidewalks and ramps are to be constructed in accordance with the City of Sugar Land Standard Details and in accordance with ADA requirements.

Sidewalks shall be located on each side of the roundabout between wheelchair ramps. Sidewalk width shall be six feet (6') minimum and ten feet (10') desirable. If bike slip ramps are provided, sidewalks shall be a minimum of ten feet (10') in width between bike slip ramps.

ADA-compliant wheelchair ramps shall be required at all crosswalks.

The walkway through the splitter island shall be cut through instead of ramped.

A landscape strip with minimum width of 2 feet shall be provided between the sidewalk and the roadway pavement between crosswalks on all sides of the roundabout.

Figure 7.10.8 illustrates these standards for the design of sidewalks at a roundabout.

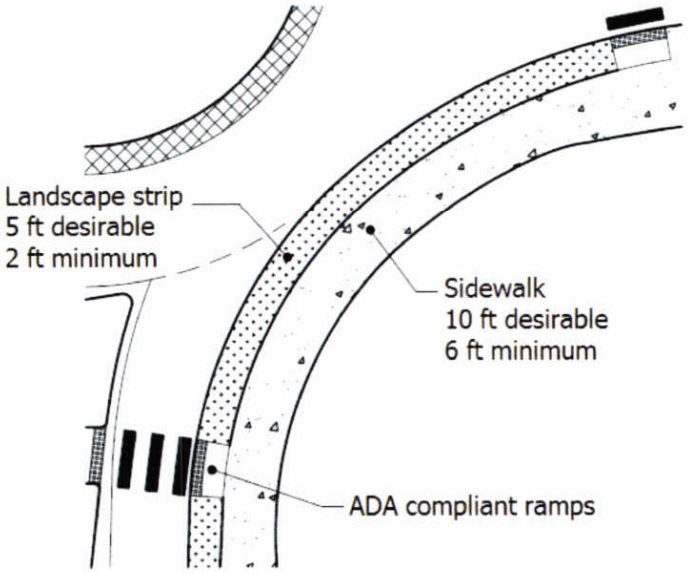


Figure 7.10.8 – Sidewalk Dimensions

7.10.7.2 Crosswalks

Pedestrian crosswalks shall be provided across all approaches. The crosswalk across a given entry or exit leg may be perpendicular to the outside curb, resulting in a V-shape across the splitter island, or may be perpendicular to the approach centerline, resulting in a straight crosswalk across the road.

Pedestrian crossings should be marked with ladder style markings consisting of 2' x 10' markings placed to accommodate the wheel path.

7.10.7.3 Bicycle Access

If an approach to the roundabout has bicycle lanes, then a bicycle slip ramp as shown in Figure 7.10.9 should be provided to allow bicyclists to utilize the sidewalk to negotiate the roundabout. Bicyclists on other roads can be assumed to utilize the circulatory roadway because of the reduced speeds of vehicles in the roundabout.

Bicycle lanes shall not be continued through the roundabout on the circulatory roadway.

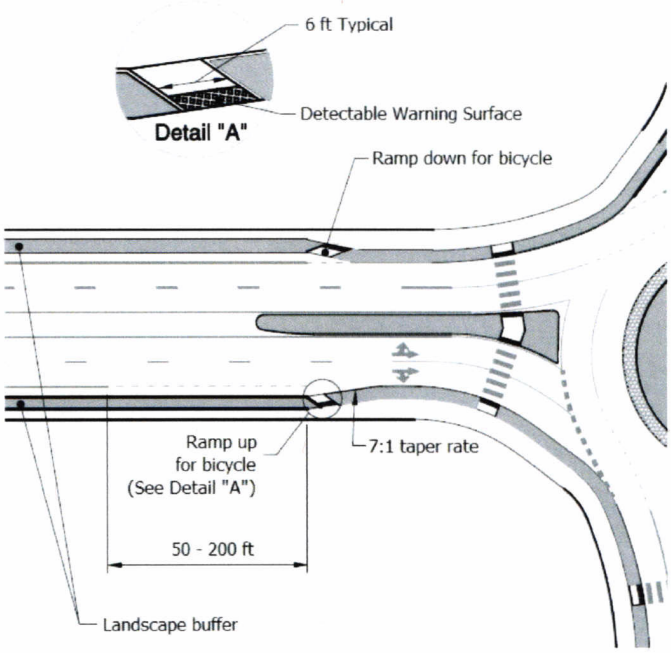


Figure 7.10.9 – Bicycle Slip Ramp

7.10.8 Landscaping, Drainage, and Visibility

7.10.8.1 Principles of Roundabout Landscaping

Landscaping on the central island, the edges of the roundabout and all splitter islands shall provide sufficient stopping sight distance and intersection sight distance for all vehicles approaching and using the roundabout.

Hardscape features and fixed objects, such as fountains or sculptures, are acceptable in roundabout center islands. However, these should be restricted to the inner portion of the center island to minimize impacts by errant vehicles.

Roundabouts operate safer and more efficiently when the view through the center island is obstructed. Plantings or shrubs should be provided in the inner portion of the center island; where no plantings are provided, the center island should be mounded with earth to a height of 3.5 feet or higher. This makes the roundabout more visible to approaching traffic. However, the slope of the central island should not exceed a horizontal-to-vertical ratio of 6:1, in order to enable errant vehicles to recover.

7.10.8.2 Clear Zone and Visibility

Adequate stopping sight distance (SSD) and intersection sight distance (ISD) should be provided for all approaches to the roundabout and for the circulatory roadway. Sight distance should be checked using methodology from the AASHTO "Green Book."

SSD should be checked for each approach to the roundabout, for all points on the circulatory roadway, and for right-turn movement to the conflicting crosswalk, as shown in Figure 7.10.10.

ISD should be checked for each approach to the roundabout. Sight triangles should be constructed from fifty feet (50') back from the yield line to vehicles on the circulatory roadway and vehicles entering the roundabout on the upstream approach. The distance to the conflicting approaches should be measured along the curvature of the roundabout. More information regarding the computation of ISD for roundabouts is available in Section 6.7.3.4 of NCHRP Report 672.

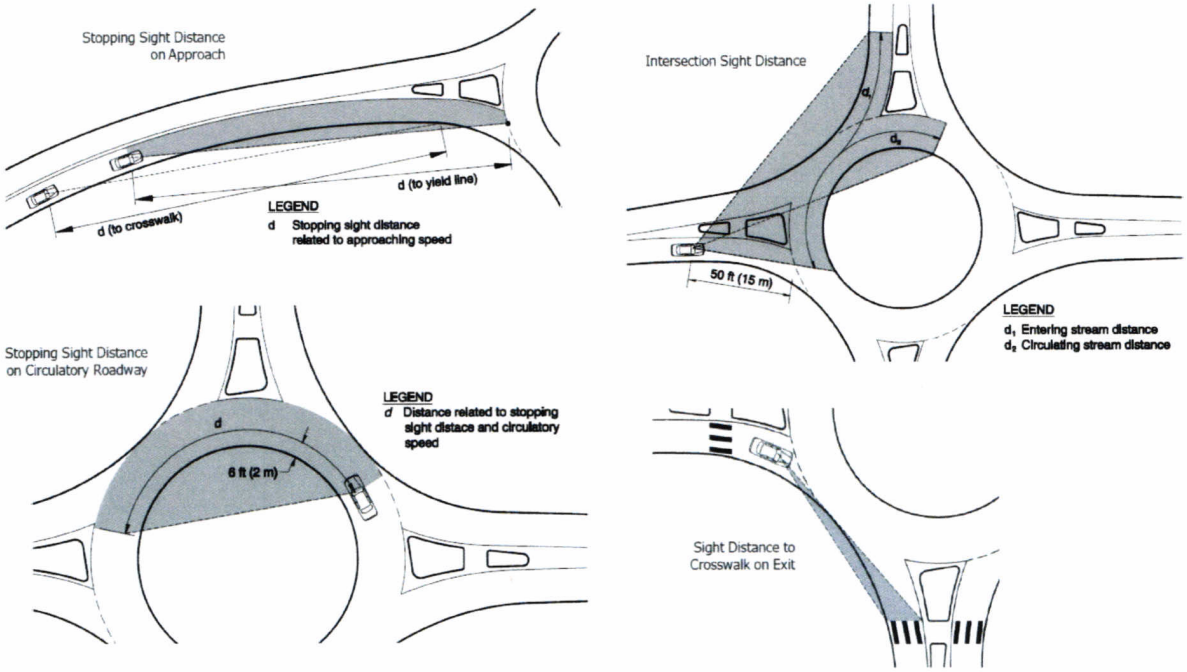


Figure 7.10.10 – Stopping Sight Distance and Intersection Sight Distance triangles

The combination of SSD and ISD computations will define areas along the edge of the roundabout, on the splitter islands, and on the central island where large obstructions must be limited. Objects such as low-growth vegetation, poles, sign posts, and narrow trees may be acceptable in these areas provided they do not create a hazard for errant vehicles.

The construction of SSD and ISD sight distance triangles defines areas where various levels of landscaping and fixed objects may be appropriate, as shown in Figure 7.10.11.

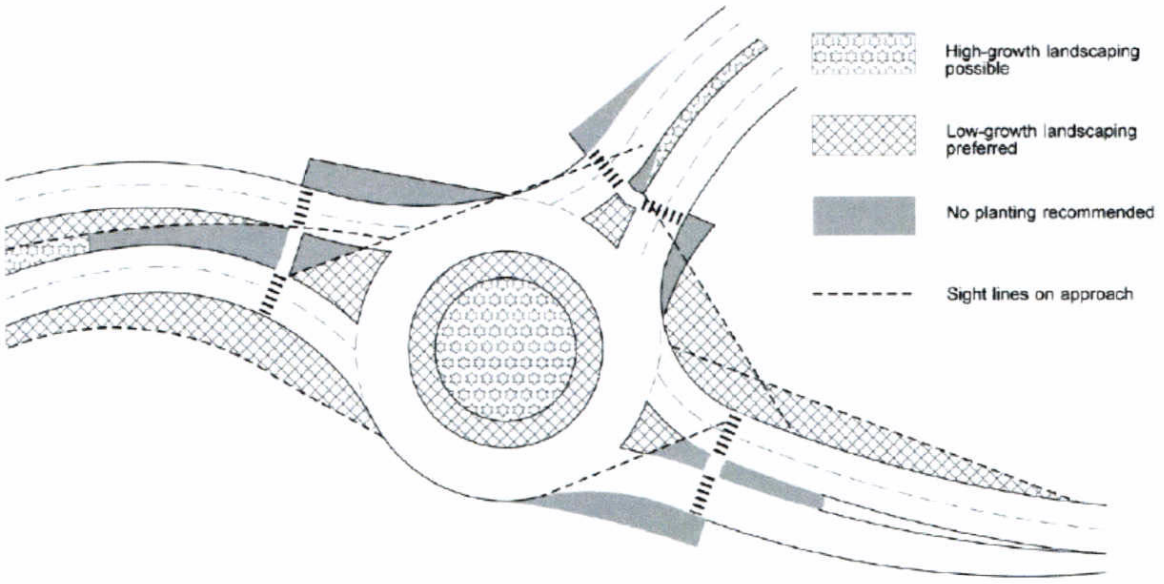


Figure 7.10.11 – Planting patterns related to combined sight triangles

7.10.8.3 Illumination and Power

Lighting should be provided to adequately illuminate all conflict areas, particularly entry conflicts and pedestrian conflicts.

Where new lighting is provided, a minimum of two light standards shall be installed on the exterior edges of the roundabout between adjacent crosswalks. Breakaway poles shall be used to minimize injury in event of a collision.

If lighting is provided on the central island, it shall point from the outside in to increase visibility of the central island without causing glare for drivers.

Conduit for electrical wiring shall be installed to the central island even if no illumination or electrical features are currently planned.

7.10.8.4 Drainage

Roundabouts should be designed to drain away from the central island. A 2% cross slope is typical. In addition to drainage, a 2% cross slope away from the central island also helps to regulate vehicle speeds. Drainage inlets will typically be located along the outer curb line.

Inlets and low points should be located upstream of the crosswalks.

7.10.8.5 Irrigation and Plant Materials

Irrigation or piping for future irrigation shall be provided along the outside perimeter of the roundabout and to the central island regardless of whether or not vegetative landscaping is planned for those locations.

Note: Figures 7.10.1-3, 7.10.5, and 7.10.7-10 have been adapted from NCHRP 672, Roundabouts: An Informational Guide. Figure 7.10.11 has been adapted from the Washington State Department of Transportation Design Manual.

7.11 Midblock Crossings

All midblock crossing plans and construction shall meet the requirements of the City of Sugar Land, Americans with Disabilities Act (ADA) accessibility standards, and the Texas Manual on Uniform Traffic Control Devices (TMUTCD), latest revision.

The purpose of these midblock crossing standards is to provide guidance for the implementation of midblock crossings in the City of Sugar Land and provide uniformity of such designs.

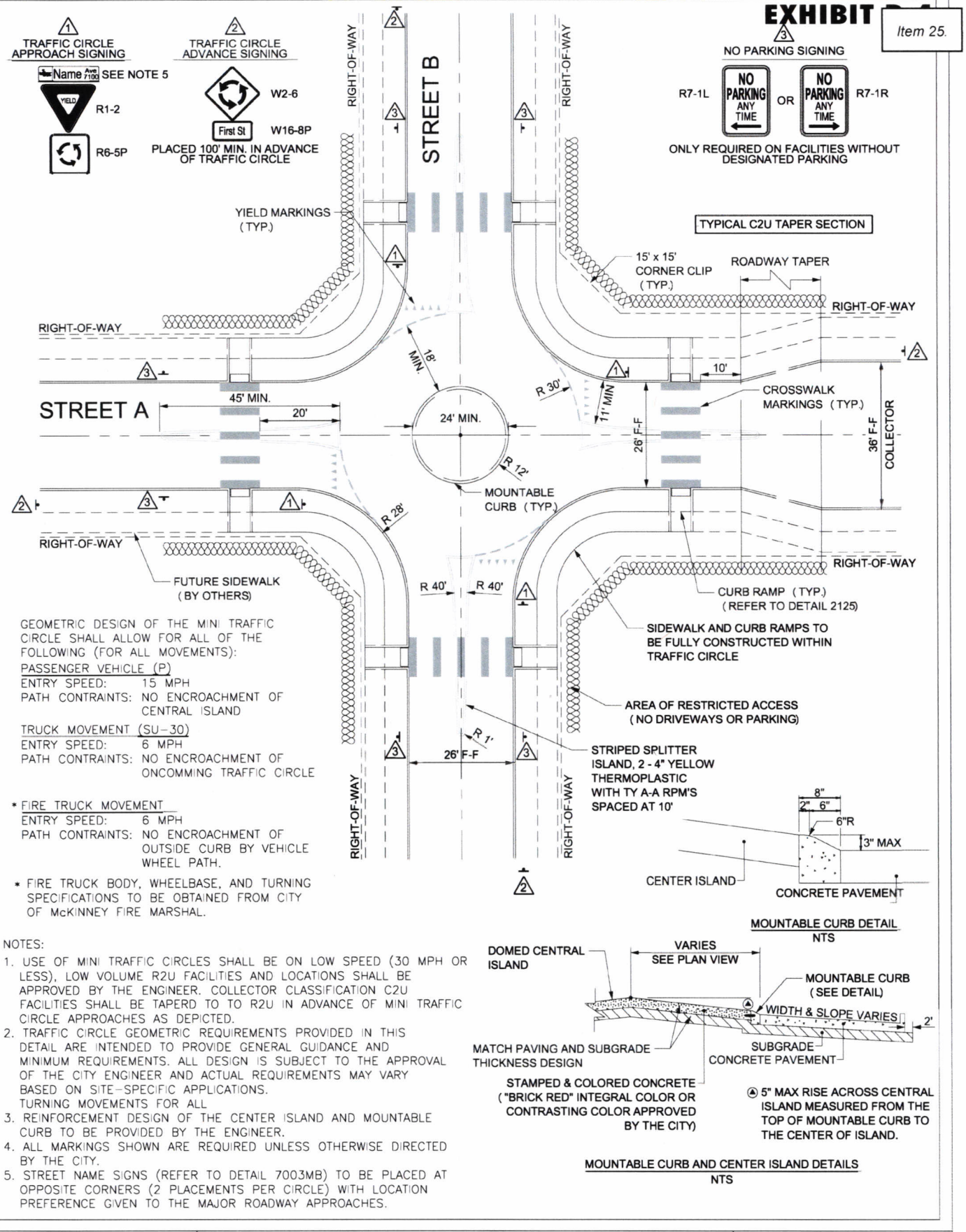
Midblock crossings are locations between intersections where a marked crosswalk is provided. In general, midblock crossings are installed at locations with a high volume of pedestrian traffic. They are typically used near major pedestrian destinations, such as schools or bike trails, where people might otherwise cross at unmarked locations. Traffic control devices and other key elements related to midblock crossings are defined below.

7.11.1 Definitions

Midblock crossing treatments and components associated with midblock crossing design are defined below.

Americans with Disabilities Act (ADA) Accessibility Standards – Accessible design standards that should be met when providing midblock crossing facilities.

EXHIBIT



GEOMETRIC DESIGN OF THE MINI TRAFFIC CIRCLE SHALL ALLOW FOR ALL OF THE FOLLOWING (FOR ALL MOVEMENTS):

PASSENGER VEHICLE (P)
ENTRY SPEED: 15 MPH
PATH CONTRAINTS: NO ENCROACHMENT OF CENTRAL ISLAND

TRUCK MOVEMENT (SU-30)
ENTRY SPEED: 6 MPH
PATH CONTRAINTS: NO ENCROACHMENT OF ONCOMMING TRAFFIC CIRCLE

* FIRE TRUCK MOVEMENT
ENTRY SPEED: 6 MPH
PATH CONTRAINTS: NO ENCROACHMENT OF OUTSIDE CURB BY VEHICLE WHEEL PATH.

* FIRE TRUCK BODY, WHEELBASE, AND TURNING SPECIFICATIONS TO BE OBTAINED FROM CITY OF McKINNEY FIRE MARSHAL.

MOUNTABLE CURB DETAIL
NTS

MOUNTABLE CURB AND CENTER ISLAND DETAILS
NTS

NOTES:

1. USE OF MINI TRAFFIC CIRCLES SHALL BE ON LOW SPEED (30 MPH OR LESS), LOW VOLUME R2U FACILITIES AND LOCATIONS SHALL BE APPROVED BY THE ENGINEER. COLLECTOR CLASSIFICATION C2U FACILITIES SHALL BE TAPERD TO TO R2U IN ADVANCE OF MINI TRAFFIC CIRCLE APPROACHES AS DEPICTED.
2. TRAFFIC CIRCLE GEOMETRIC REQUIREMENTS PROVIDED IN THIS DETAIL ARE INTENDED TO PROVIDE GENERAL GUIDANCE AND MINIMUM REQUIREMENTS. ALL DESIGN IS SUBJECT TO THE APPROVAL OF THE CITY ENGINEER AND ACTUAL REQUIREMENTS MAY VARY BASED ON SITE-SPECIFIC APPLICATIONS.
   TURNING MOVEMENTS FOR ALL
3. REINFORCEMENT DESIGN OF THE CENTER ISLAND AND MOUNTABLE CURB TO BE PROVIDED BY THE ENGINEER.
4. ALL MARKINGS SHOWN ARE REQUIRED UNLESS OTHERWISE DIRECTED BY THE CITY.
5. STREET NAME SIGNS (REFER TO DETAIL 7003MB) TO BE PLACED AT OPPOSITE CORNERS (2 PLACEMENTS PER CIRCLE) WITH LOCATION PREFERENCE GIVEN TO THE MAJOR ROADWAY APPROACHES.

McKINNEY™ TEXAS
Unique by nature.℠

RESIDENTIAL MINI TRAFFIC CIRCLE

DESIGN REQUIREMENTS

CITY OF McKINNEY, TEXAS

DATE: AUGUST 1, 2016

STANDARD DRAWING NO.

2085MA

EXHIBIT C

a general development plan for

MAPLE WOODS

±142.4 ACRES OF LAND

prepared for

MAPLE DEVELOPMENT GROUP

META PLANNING + DESIGN

24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

SCALE 0 100 200 400

MTA-45006
MARCH 1, 2023

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED. ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

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Exhibit C

General Land Plan

EXHIBIT C

a general development plan for

MAPLE WOODS

±142.4 ACRES OF LAND

prepared for

MAPLE DEVELOPMENT GROUP

META PLANNING + DESIGN

24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

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Exhibit D

Approved Variances

Exhibit D

Approved Variances

1. On August 24, 2022, the Waller County Commissioners Court approved the following variance for Maple Woods Development, LLC for the Maple Woods subdivision:

   Variance from: Waller County Subdivision and Development Regulations, Section 3.4.7, requiring a 50-foot minimum lot width

   Approved Variance: 40-foot minimum lot width

2. On August 24, 2022, the Waller County Commissioners Court approved the following variance for Maple Woods Development, LLC for the Maple Woods subdivision:

   Variance from: Waller County Subdivision and Development Regulations, Section 3.4.15, requiring front building lines to be 25 feet

   Approved Variance: front building line of 20 feet only around the radial portion of cul-de-sacs and corner knuckles/eyebrows, and only in circumstances consistent with Exhibit B, Section IV.5.A.7.b.ii.

3. On August 24, 2022, the Waller County Commissioners Court approved the following variance for Maple Woods Development, LLC for the Maple Woods subdivision:

   Variance from: Waller County Subdivision and Development Regulations, Section 3.4.15, requiring side street building lines to be 15 feet on local streets and 25 feet on collector streets

   Approved Variance: side street building line of 25 feet if garage door faces the side street; side street building line of 10 feet if driveway access is from the front

4. On August 24, 2022, the Waller County Commissioners Court approved the following variance for Maple Woods Development, LLC for the Maple Woods subdivision:

   Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.3.1, requiring a minimum right-of-way of 60 feet in urban (curb and gutter) subdivisions

   Approved Variance: minimum right-of-way of 50 feet

5. On August 24, 2022, the Waller County Commissioners Court approved the following variance for Maple Woods Development, LLC for the Maple Woods subdivision:

Variance from:	Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.3.4, requiring cul-de-sacs to have a minimum right-of-way of 70 feet (radius) with a minimum paving radius of 50 feet
Approved Variance:	minimum right-of-way of 50 feet (radius) with a minimum paving radius of 50 feet in cul-de-sacs; easements will be provided outside the right-of-way for any utility needs

6. On August 24, 2022, the Waller County Commissioners Court approved the following variance for Maple Woods Development, LLC for the Maple Woods subdivision:

Variance from:	Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.2.5, requiring a minimum centerline radius of 1200 feet on collector streets
Approved Variance:	minimum centerline radius of 650 feet on collector street curves

7. On August 24, 2022, the Waller County Commissioners Court approved the following variance for Maple Woods Development, LLC for the Maple Woods subdivision:

Variance from:	Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.3.5, requiring a minimum centerline radius of 650 feet on local streets
Approved Variance:	minimum centerline radius of 250 feet on local street curves

Exhibit E

Memorandum of Agreement

2406627
05/30/2024 04:47:46 PM Total Pages: 9 Fee: 0.
Debbie Hollan, County Clerk - Waller County, TX

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement of the Subdivision Development Agreement Between Waller County, Texas and Maple Woods Development, LLC for Maple Woods Subdivision ("Agreement"). The Agreement, dated effective March 20, 2024, is identified as Contract ID # 240320-37 in the Official Public Records of Waller County, Texas. Notice is hereby given that the real property described in Exhibit A attached hereto and incorporated herein by this reference is subject to the Agreement. A copy of the Agreement may be obtained from the Waller County Clerk's Office.

WALLER COUNTY

Carbett "Trey" J. Duhon III
County Judge

3/20/24
Date

State of Texas §
§
County of Waller §

This instrument was acknowledged before me on the 20 day of March, 2024 by Carbett "Trey" J. Duhon III, Waller County Judge, on behalf of Waller County, Texas, a political subdivision of the State of Texas.

MCKENZIE KELLEY
Notary Public, State of Texas
My Commission Expires
December 10, 2027
NOTARY ID 132278569

Notary Public, State of Texas

MAPLE WOODS DEVELOPMENT, LLC

A Texas limited liability company

By: Itiel Kaplan

Itiel Kaplan

Manager

4/17/24

Date

State of Texas §

§

County of Harris §

This instrument was acknowledged before me on the 17th day of April, 2024 by Itiel Kaplan, Manager of Maple Woods Development, LLC, on behalf of Maple Woods Development, LLC, a Texas limited liability company.

LOREAL YVONNE SILCOTT
My Notary ID # 133396831
Expires October 18, 2025

Loreal Silcott

Notary Public, State of Texas

EXHIBIT A PAGE 1 OF 3 PAGES

County: Waller
Project: Maple Woods
M.S.G.: 221089
Job Number: 4397-BDY

FIELD NOTES FOR A 120.767 ACRE TRACT

Being a tract of land containing 120.767 acres (5,260,629 square feet), located in the Catherine May Survey, A-229 in Waller County, Texas; Said 120.767 acre tract being out of a called 122.355 acre tract recorded in the name of Joe C. Smith under Waller County Deed Record (W.C.D.R.) Vol. 1219, Page 35; said 120.767 acre tract being more particularly described by metes and bounds as follows (bearings based on the Texas Coordinate System of 1983, South Central Zone, per GPS observations):

BEGINNING at a found concrete monument with a 3/4-inch iron rod at the reentrant corner for the north line of Clear Creek Forest, Section 8, Waller County Map Records (W.C.M.R.) Vol. 238, Pg. 343, and being located on the east line of Lot 179 said Clear Creek Forest, Section 8,;

THENCE, with the line common to said Lot 179 Clear Creek Forest, Section 8, and the herein described tract, North 01 degrees 19 minutes 38 seconds West, a distance of 273.30 feet to a found 1/2-inch capped iron rod stamped 'Precision' at the southeast corner of Lot 2, Clear Creek Forest, Section 9, W.C.M.R. Vol. 239, Pg. 206, and an angle point of the herein described tract;

THENCE, with the line common to the most northerly portion of the east boundary of said Clear Creek Forest, Section 9, and the herein described tract the following three courses;

1. North 01 degrees 27 minutes 58 seconds West, a distance of 153.08 feet to a set 5/8-inch iron rod with cap stamped 'MILLER SURVEY' at the southeast corner of Lot 1, Clear Creek Forest, Section 9, and the northeast corner of said Lot 2 , Clear Creek Forest, Section 9, and an angle point of the herein described tract;

2. North 01 degrees 55 minutes 02 seconds West a distance of 392.99 feet to a found 3/4-inch iron pipe at the northeast corner of said Lot 1, Clear Creek Forest, Section 9, and an angle point of the herein described tract;

3. North 01 degrees 45 minutes 14 seconds West a distance of 22.50 feet to a set 5/8-inch iron rod with cap stamped 'MILLER SURVEY' located on the south right-of-way (ROW) of Joseph Road, and an angle point of the herein described tract;

THENCE, with the line common to said south ROW of Joseph Road, the east ROW of Joseph Road, and the herein described tract the following two courses;

1. North 88 degrees 54 minutes 26 seconds East, a distance of 23.00 feet to a set 5/8-inch iron rod with cap stamped 'MILLER SURVEY';

2. North 01 degrees 45 minutes 14 seconds West, a distance of 160.65 feet to a set 5/8-inch iron rod with cap stamped 'MILLER SURVEY' at the beginning of a non-tangent curve to the left of the east ROW of Joseph Road, and the west line of said herein described tract;

THENCE, 114.05 feet along the arc of said curve to the left of said east ROW of Joseph Road, and the west line of the herein described tract, having a radius of 323.72 feet, a central angle of 20 degrees 11 minutes 10 seconds and a chord that bears North 07 degrees 03 minutes 30 seconds East, a distance of 113.46 feet to a set 5/8-inch iron rod with cap stamped 'MILLER SURVEY' at angle point in said east ROW Joseph Road, and the west line of said herein described tract;

THENCE, with the line common to said east ROW of Joseph Road, and the west line of herein described tract, North 01 degrees 46 minutes 14 seconds West, a distance of 1335.00 feet to a found 3/4-inch iron pipe at the most westerly southwest corner of a called 21.69 acre tract recorded in the name of Bradley Bonds and wife, Kelli Bonds under W.C.D.R. 1809374, and the northwest corner of said herein described tract;

THENCE, with the line common to said called 21.69 acre tract, and the north line of the herein described tract the following three courses;

1. North 87 degrees 20 minutes 45 seconds East, a distance of 719.57 feet to a set 5/8-inch iron rod with cap stamped 'MILLER SURVEY';

2. North 01 degrees 03 minutes 05 seconds West a distance of 60.03 feet to a set 5/8-inch iron rod with cap stamped 'MILLER SURVEY';

3. North 89 degrees 20 minutes 20 seconds East a distance of 1380.35 feet to a set 5/8-inch iron rod with cap stamped 'MILLER SURVEY' located on the west line of a called 118.210 acre tract recorded in the name of Farmin Charmin, LLC under Montgomery County Deed Record (M.C.D.R.) 2019028336, being the southeast corner of said called 21.69 acre tract, and being the northeast corner of the herein described tract;

THENCE, with the line common to said called 118.210 acre tract, and said herein described tract, South 01 degrees 47 minutes 03 seconds East, a distance of 1105.93 feet to a found 1-inch iron pipe at the northwest corner of a called 23.00 acre tract recorded in the name of Michelle Tacker and Trent Tacker under M.C.D.R. 2014104822, being the southwest corner of said called 118.210 acre tract, and being an angle point in the east line of said herein described tract;

THENCE, with the line common to said called 23.00 acre tract, and said herein described tract, and the west line of the residue of a called 75.932 acre tract recorded in the name of Raymond Jordan and Debra S. Jordan under M.C.D.R. 9614313, South 01 degrees 22 minutes 16 seconds East, passing at a distance of 798.31 feet a found 5/8-inch capped iron rod at the southwest corner of said called 23.00 acre tract, and the northwest corner of said residue of a called 75.932 acre tract, a distance of 1373.40 feet a found 1-inch iron pipe east 4.89 feet, at a distance of 1385.26 feet a found 4-inch iron pipe east 5.23 feet, in all a distance of 1390.72 feet to a set 5/8-inch iron rod with cap stamped 'MILLER SURVEY' at the northeast corner of Lot 141, said Clear Creek Forest, Section 8, and the southeast corner of said herein described tract, said point being referenced by a found 5/8-inch iron in concrete at South 84 degrees 04 minutes 06 seconds East a distance of 5.55 feet, and a found 60D nail at South 83 degrees 35 minutes 09 seconds East a distance of 1.02 feet;

THENCE, with the line common to said Clear Creek Forest, Section 8, and the south line of the herein described tract the following five courses;

1. South 88 degrees 38 minutes 55 seconds West, passing at a distance of 330.40 feet a found 1/2-inch iron pipe south 0.39 feet, in all a distance of 497.62 feet to an angle point in said south line of the herein described tract;

2. South 88 degrees 13 minutes 55 seconds West, passing at a distance of 0.50 feet a found 5/8-inch iron rod with cap stamped 'C&R', at a distance of 205.45 feet a found 3/4-inch iron rod north 0.49 feet, at a distance of 358.07 feet a found 5/8-inch iron rod north 1.60 feet, in all a distance of 499.96 feet to a set 5/8-inch iron rod with cap stamped 'MILLER SURVEY';

3. South 87 degrees 56 minutes 57 seconds West, passing at a distance of 445.50 feet a found 1/2-inch iron rod south 2.49 feet, in all a distance of 500.28 feet to a set 5/8-inch iron rod with cap stamped 'MILLER SURVEY', being referenced by a found 5/8-inch iron rod South 05 degrees 28 minutes 13 seconds West at a distance of 2.47 feet;

4. South 88 degrees 14 minutes 36 seconds West, a distance of 499.95 feet to a set 5/8-inch iron rod with cap stamped 'MILLER SURVEY';

5. South 88 degrees 52 minutes 51 seconds West, a distance of 135.50 feet to the **POINT OF BEGINNING** and containing 120.767 acres of land.

A Category 1A, Condition II boundary survey of the herein described tract was prepared in conjunction with and accompanies this description.

John Mark Otto
Registered Professional Land Surveyor
Texas Registration No. 6672

Miller Survey Group
Texas Firm Registration No. 10047100
PH: (713) 413-1900
April 8, 2022
DWG No. 4397-BDY

EXHIBIT A PAGE 1 OF 2 PAGES

County: Waller
Project: Maple Woods – North Tract
M.S.G.: 221217
Job Number: 4397-BDY

FIELD NOTES FOR A 21.687 ACRE TRACT

Being a tract of land containing 21.687 acres (944,698 square feet), located in the William Stewart 160 Acre Survey, A-263, and the Catherine May Survey, A-229 in Waller County, Texas; Said 21.687 acre tract being all of a called 21.69 acre tract recorded in the name of Bradley Bonds and Kelli Bonds, under Waller County Clerk's File (W.C.C.F.) No. 1809374; said 21.687 acre tract being more particularly described by metes and bounds as follows (bearings based on the Texas Coordinate System of 1983, South Central Zone, per GPS observations):

BEGINNING at a 3/4-inch iron pipe found at the northwest corner of a called 120.767 acre tract recorded in the name of Maple Woods Development, LLC, under W.C.C.F. No. 2205164, being on the east Right-Of-Way (ROW) of Joseph Road as dedicated in Waller County Deed Record (W.C.D.R.) Vol. 235, Pg. 704, the most westerly southwest corner of said 21.69 acre tract, and the most westerly southwest corner of the herein in described tract;

THENCE, with the line common to said east ROW of Joseph Road, a portion of the west line of said 21.69 acre tract, and a portion of the west line of the herein described tract, North 02 degrees 25 minutes 58 seconds West, a distance of 60.36 feet to a 3/4-inch iron pipe found at the southwest corner of a called 5.0038 acre tract recorded in the name of Nicolas Pena and Maria Pena, under W.C.C.F. 1906069, the most westerly northwest corner of said 21.69 acre tract, and the most westerly northwest corner of the herein described tract;

THENCE, with the line common to said 5.0038 acre tract, said 21.69 acre tract, the residue of a called 8.9695 acre tract recorded in the name of Tony B. Tollefsbol and Janis H. Tollefsbol, under W.C.C.F. 1608833, and the herein described tract, the following two (2) courses;

1. North 87 degrees 20 minutes 45 seconds East, a distance of 661.16 feet to a 3/4-inch iron pipe found at the southeast corner of said 5.0038 acre tract, an angle point in said 21.69 acre tract, and an angle point of the herein described tract;

2. North 03 degrees 09 minutes 41 seconds West, passing at a distance of 255.19 feet a 1/2-inch iron with cap stamped 'PRECISION' found at the common east corner of said 5.0038 acre tract and said residue of a called 8.9695 acre tract, in all a distance of 600.25 feet to a 5/8-inch iron rod with cap stamped 'MILLER SURVEY' set on the south line of a called 13.8012 acre tract recorded in the name of Kathryn McCoy, under W.C.C.F. 2202108, being the most northerly northwest corner of said 21.69 acre tract, and the most northerly northwest corner of the herein described tract;

THENCE, with the line common to said 13.8012 acre tract, and a called 11.000 acre tract recorded in the name of Ricky L. Bonds and Rebecca A. Bonds, under W.C.C.F. 1608833, said 21.69 acre tract, and the herein described tract, North 87 degrees 22 minutes 05 seconds East, passing at a distance of 463.81 feet the common south corner of said 13.8012 acre tract, and said 11.000 acre tract, (being referenced by a 5/8-inch iron rod with cap stamped 'PICKERING' found bearing North 03 degrees 12 minutes 54 seconds West, distance of 0.53 feet,) in all a distance of 1452.34 feet to a 1-inch iron pipe found on the west line of a called 12.4946 acre tract recorded in the name of Patrick Millon and Ellen M. Bernal, under Montgomery County Clerk File (M.C.C.F.) No. 2004048479, being the northwest corner of said 21.69 acre tract, and the northwest corner of the herein described tract;

THENCE, with the line common to said 12.4946 acre tract, and a called 10.0002 acre tract recorded in the name of Patrick Millon and Ellen M. Bernal, under M.C.C.F. No. 2004048477, and a called 118.210 acre tract recorded in the name of Farmin Charmin, LLC, under M.C.C.F. No. 2019028336, said 21.69 acre tract, and the herein described tract, South 01 degrees 58 minutes 36 seconds East, passing at a distance of 606.42 feet a 1-inch iron pipe found at the common west corner of said 10.0002 acre tract, and said 118.210 acre tract, in all a distance of 648.07 feet, to a 5/8-inch iron rod with cap stamped 'MILLER SURVEY' found at the northeast corner of said 120.767 acre tract, being the southeast corner of said 21.69 acre tract, and the southeast corner of the herein described tract;

THENCE, with the line common to said 120.767 acre tract, said 21.69 acre tract, and the herein described tract the following three (3) courses;

1. South 89 degrees 20 minutes 20 seconds West a distance of 1380.35 feet to a 5/8-inch iron rod with cap stamped 'MILLER SURVEY' found;

2. South 01 degrees 03 minutes 05 seconds East a distance of 60.03 feet to a 5/8-inch iron rod with cap stamped 'MILLER SURVEY' found;

3. South 87 degrees 20 minutes 45 seconds West, a distance of 719.57 feet to the **POINT OF BEGINNING** and containing 21.687 acres of land.

An ALTA/NSPS Land Title survey of the herein described tract was prepared in conjunction with and accompanies this description.

John Mark Otto
Registered Professional Land Surveyor
Texas Registration No. 6672

Miller Survey Group
Texas Firm Registration No. 10047100
PH: (713) 413-1900
August 3, 2022
DWG No. 4397-ALTA-21.687AC

Item 25.

FILED AND RECORDED

Instrument Number: 2406627

Filing and Recording Date: 05/30/2024 04:47:46 PM Pages: 9 Recording Fee: $0.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,

Debbie Hollan

Debbie Hollan, County Clerk
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Stephanie Tompkins, Deputy

Returned To:
WALLER COUNTY

Debbie Hollan
Waller County Clerk

April 23, 2025

Mr. Russ Walker
1333 West Loop South, Suite 910
Houston, Texas 77027

Re: Subdivision Development Agreement

Enclosed you will find the Subdivision Development Agreement between Waller County and Maple Woods, LLC and RLS, LLC which was approved by the Waller County Commissioners Court on April 2, 2025.

If you could please obtain a signature from RLS (Assignee) where indicated and return to my office for recording in the Official Minutes, I would greatly appreciate it. I have provided a return envelope for your convenience.

Should you have any questions or need further assistance, please do not hesitate to contact me.

Sincerely,

Debbie Hollan

Debbie Hollan
County Clerk

Enclosure

NOTE

836 Austin Street, Suite 217 • Hempstead, Texas 77445
Office (979) 826-7711 • (800) 901-4412 x2040
d.hollan@wallercounty.us

SUBDIVISION DEVELOPMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND D.R. HORTON – TEXAS, LTD. FOR JASEK FARMS SUBDIVISION

This Subdivision Development Agreement with attached exhibits ("Agreement") is entered into by and between Waller County, Texas ("County"), a political subdivision of the State of Texas, and D.R. Horton – Texas, Ltd. ("Developer"), a Texas limited partnership, registered with the Texas Secretary of State to conduct business in Texas, for the Jasek Farms subdivision effective as of April 2, 2025. County and Developer are sometimes referred to herein collectively as "the Parties" and individually as "a Party".

Recitals

WHEREAS, Developer has purchased or intends to purchase approximately 361 acres of real property, approximately 282.3 acres of which is located in Waller County, Texas, which 282.3 acre portion is more particularly described by metes and bounds in Exhibit A, and the total 361 acres (the remainder of which is situated in Harris County) is more particularly described on the map which comprises the other part of Exhibit A, and which 282.3 acres situated in Waller County ("Developer's Property") will be developed into the Jasek Farms subdivision; and

WHEREAS, Developer desires to develop the Developer's Property in accordance with the uses, layout, configuration, lot sizes, lot widths, landscaping, traffic circulation patterns, and all other provisions detailed in the plan of development attached hereto as Exhibit B ("Plan of Development") and the general land plan attached hereto as Exhibit C ("General Land Plan") with the variances approved by the County attached hereto as Exhibit D; and

WHEREAS, County finds that subdivision development agreements are an appropriate way of providing for the responsible construction of appropriate and necessary infrastructure, encouraging orderly growth, and promoting the welfare of residents in the County; and

WHEREAS, County desires that the project be developed on the Developer's Property

and expects to receive a benefit from the development; and

WHEREAS, in exchange for the approval of certain variances needed to facilitate the development of Developer's Property, Developer agrees to complete the development situated in Waller County subject to certain construction and development standards.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises set forth in this Agreement and its Exhibits and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **INTEGRATION OF RECITALS.** The Parties agree that the foregoing recitals are true and accurate and constitute matters agreed to herein, and that the recitals are made a part hereof for all purposes.

2. **PURPOSE.** The purpose of this Agreement is to provide for the responsible construction of the appropriate and necessary infrastructure for the subdivision. The Parties shall coordinate the development of certain aspects of Developer's Property as detailed in Exhibits A, B, C, and D. Developer agrees to comply with the terms of this Agreement and its attached exhibits while developing Developer's Property.

3. **AUTHORITY.** The County is entering into this Agreement under the authority of the Constitution and laws of the State of Texas.

4. **DEVELOPMENT.**
   a) The Parties desire to coordinate development of certain aspects of Developer's Property, including but not limited to, the development of Developer's Property as described in the Plan of Development. Developer hereby agrees to develop Developer's Property substantially in accordance with the Plan of Development.

   b) Development of the Developer's Property will include a mix of 40' and 50' lots in general accordance with the Plan of Development and General Land Plan.

   c) The Developer's Property shall include multifamily development as shown generally
   in the Plan of Development and General Land Plan.

5. **ASSIGNMENT.** The Parties acknowledge that rights and obligations under this Agreement are intended to facilitate the development of Developer's Property in accordance with the terms of this Agreement and its Exhibits. While Developer and its affiliate entities will be the primary actor in grading and laying out the lots, this Agreement is not intended to prevent the construction of single-family homes and their appurtenant infrastructure by a variety of homebuilders who may purchase lots from Developer, as long as construction complies with the terms of this Agreement. Assignment of this Agreement to a different developer or other person or entity shall require the written agreement of County. For the purposes of this Agreement, the term "Affiliate" means (a) an entity that directly or indirectly controls, is controlled by or is under common control with Developer, or (b) an entity at least five percent of whose economic interest is owned by Developer or an entity that directly or indirectly controls, is controlled by or is under common control with Developer; and the term "control" means the power to direct the management of such entity through voting rights, ownership or contractual obligations.

6. **AMENDMENTS AND WAIVERS.** Amendments to this Agreement, including to any Exhibits, must be in writing and signed by both Parties. Verbal amendments or deviations from the requirements herein are not effective or binding. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that Party's right to insist upon strict compliance with all terms of this Agreement. Any enforceable waiver of a provision of this Agreement must be in writing and signed by both Parties, and such waiver shall only be effective as to the specific default and the specific time period set forth in the waiver. A written waiver will not constitute a waiver of any subsequent default or right to require performance of the same or any other provision of this Agreement in the future.

7. **COVENANT RUNNING WITH THE LAND.** This Agreement shall constitute a

covenant that runs with the land and is binding on future owners of Developer's Property. A copy of this Agreement shall be recorded in the Official Public Records of Waller County, Texas.

8. **VESTED DEVELOPMENT RIGHTS.** The mutual execution of this Agreement shall be the effective date ("Effective Date"). County and Developer agree that the covenants, agreements, and privileges regarding the development of Developer's Property between County and Developer as set forth in this Agreement and its Exhibits (the "Development Rights") shall be deemed to have vested, as provided by Texas Local Government Code Chapter 245, as of the Effective Date.

9. **VARIANCES.** County has granted the variances set forth in Exhibit D prior to the execution and approval of this Agreement. As such, the granted variances are included in the vested Development Rights regarding the development of the Developer's Property under this Agreement.

10. **DEFAULT.** No Party shall be deemed in default of any provision of this Agreement until the expiration of thirty (30) days following the receipt of notice of default from the other Party, during which time the defaulting Party may cure the default. Absent *force majeure* or a written extension of the cure period signed by both Parties, if the default is not cured within the thirty-day cure period, the non-defaulting Party may pursue all available legal and equitable remedies, including specific performance. All remedies will be cumulative, and the pursuit of one remedy will not constitute an election of remedies or waiver of the right to pursue other available remedies. In addition to other remedies, County may withhold acceptance of roads within the subdivision for County maintenance for non- compliance with this Agreement.

11. **TERMINATION FOR FAILURE TO BEGIN DEVELOPMENT.** Provided that County gives prior written notice, and Developer fails to cure within 90 days of receipt of the notice, County shall have the right to terminate this Development Agreement if on or before January 1, 2035, Developer: a) has not completed construction of at least 95% of the roads and streets, and b) has not sold to builders 5% or more of the lots . Upon said termination by County, this Agreement shall have no further force and effect.

12. **NOTICES.** All notices for this Agreement shall be in writing and may be affected by sending notice by registered or certified mail, return receipt requested, to the addresses below. Notice shall be deemed given three (3) business days after deposited with the United States Postal Services with sufficient postage affixed. A party may change its address for notices by giving notice to the other Party in accordance with this section.

Notices mailed to County:	County Judge 425 FM 1488, Ste. 106 Hempstead, Texas 77445
With a Copy to Attorney:	Randle Law Office Attn: J. Grady Randle 820 Gessner, Suite 1570 Houston, Texas 77024
Notices mailed to Developer:	D.R. Horton – Texas, Ltd. Attn: Eric Windsor 400 Carriage Hills Blvd Conroe, TX 77384
With a Copy to Attorney:	Timothy G. Green Coats Rose, P.C. 9 Greenway Plaza, Suite 1000 Houston, Texas 77046

13. **AUTHORITY FOR EXECUTION.** The Waller County Commissioners Court is the contracting authority for County. The County hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with County ordinances and the laws of the State of Texas. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with Developer's governing documents.

14. **TIME IS OF THE ESSENCE.** Time is of the essence with respect to all provisions of this Agreement and its Exhibits that specify a time for performance; provided, however, that this shall not be construed to limit or deprive a party of the benefits that it may have pursuant to any lawful excuse for delay under this Agreement.

15. ***FORCE MAJEURE.*** In this Agreement, *force majeure* shall mean acts of God, strikes, riots, epidemics, fires, hurricanes, natural disasters, or other causes not reasonably within the control of the Parties that impact a Party's ability to perform in a timely manner with the provisions of this Agreement. If a Party is wholly or partially unable to perform its obligations under this Agreement due to *force majeure*, then such Party shall give written notice to the other Party within ten (10) days of the occurrence of a *force majeure* event. While a *force majeure* event may delay or postpone a Party's obligations during the continuance of an inability to perform, a *force majeure* event will not waive or alter the substance of a Party's obligations under this Agreement. The Party claiming *force majeure* shall make reasonable efforts to remove or overcome its inability to perform and resume its obligations as soon as practicable.

16. **SEVERABILITY.** If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, that provision shall be fully severable. This Agreement shall be construed and enforced as if the invalid or unenforceable provision had never been part of the Agreement, and the remaining provisions of this Agreement shall remain in full force and effect. Any provision deemed invalid or unenforceable shall be automatically replaced with a provision as similar as possible to the original provision in terms that make the provision valid and enforceable.

17. **JURISDICTION, VENUE, AND GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of laws provisions. Jurisdiction and venue for disputes over this Agreement shall lie exclusively in Waller County, Texas for state claims and the Southern District of Texas for federal claims.

18. **NO JOINT VENTURE.** This Agreement does not create a joint venture or partnership between the Parties. County and its past, present, and future officers, employees, agents, and officials do not assume any responsibilities or liabilities to any third party in connection with the development of Developer's Property.

19. **NO THIRD-PARTY BENEFICIARIES.** This Agreement does not benefit any third parties and does not create any third-party beneficiary rights in any person or entity who is not a Party to this Agreement.

20. **GOVERNMENTAL VERIFICATIONS.** Developer hereby verifies, in compliance with Section 2270.002 of the Texas Government Code, that it does not boycott Israel and that it will not boycott Israel during the term of this Agreement. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action make for ordinary business purposes.

Developer hereby verifies, in compliance with Section 2274.002 of the Texas Government Code, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. "Discriminate against a firearm entity or firearm trade association" means refusing to engage in the trade or any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; refraining from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or terminating an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

Developer hereby verifies, in compliance with Section 2276.002 of the Texas Government Code, that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or does business with such a company.

Developer hereby represents, in compliance with Section 2252.152 of the Texas Government Code, that neither it nor any of its parent companies, wholly- or majority-owned subsidiaries, or other affiliates is a company identified on a list maintained by the Texas Comptroller of Public Accounts as a company known to have contacts with or who provides supplies or services to a foreign terrorist organization, Sudan, or Iran.

21. **INCORPORATION AND ORDER OF PRECEDENCE.** The Exhibits identified in this Agreement and attached hereto are incorporated by reference and made a part hereof. In the event of conflict between the terms of this Agreement and its Exhibits, the order of precedence shall be as follows: 1) this Agreement, 2) Exhibit D, 3) Exhibit A, 4) Exhibit B, then 5) Exhibit C.

22. **DISCLOSURE OF INTERESTED PARTIES.** Developer hereby affirms that it is required to electronically file Form 1295 with the Texas Comptroller, a disclosure of interested parties, prior to the execution and approval of this Agreement.

23. **EFFECT OF STATE AND FEDERAL LAWS.** Notwithstanding any other provision of this Agreement, Developer, its successors or assigns, shall comply with all applicable statutes or regulations of the United States and the State of Texas.

24. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WALLER COUNTY

Carbett "Trey" J. Duhon III
County Judge

April 2, 2025
Date

State of Texas §
§
County of Waller §

This instrument was acknowledged before me on the 2nd day of April, 2025 by Carbett "Trey" J. Duhon III, Waller County Judge, on behalf of Waller County, Texas, a political subdivision of the State of Texas.

MCKENZIE KELLEY
Notary Public, State of Texas
My Commission Expires
December 10, 2027
NOTARY ID 132278569

Notary Public, State of Texas

D.R. Horton – Texas, Ltd.

a Texas limited partnership

By: _____

Eric Windsor, P.E.

Vice President

5/27/25

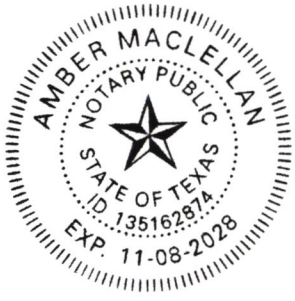
Date

STATE OF Texas §

§

COUNTY OF Montgomery §

This instrument was acknowledged before me on the 27 day of May, 2025 by Eric Windsor, Vice President, on behalf of D.R. Horton – Texas, Ltd., a Texas limited partnership.



Amber MacLellan

Notary Public, State of Texas

EXHIBITS

Exhibit A – Real Property Description

Exhibit B – Plan of Development

Exhibit C – General Land Plan

Exhibit D – Approved Variances

Exhibit E – Memorandum of Agreement

Exhibit A

Real Property Description

Exhibit ____ Page 1 of 4 Pages

County: Waller
Project: Jasek Farms
Job No.: 222108
MBS No.: 25-281

FIELD NOTES FOR 282.251 ACRES

Being a tract containing 282.251 acres of land located in the J.R. Garrett Survey, Abstract Number 378, Waller County, Texas. Said 282.251 acres being a portion of a call 361.020 acre tract of land recorded in the name of Jasek Farms Investments Ltd. in File No. 2402613 of the Official Public Records of Waller County (O.P.R.W.C.). Said 282.251 acres being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System of 1983, South Central Zone, based on GPS observations):

COMMENCING at a 1/2 inch iron pipe found at the southwest corner of a call 575.411 acre tract of land recorded in the name of Kenneth & Joanna Jasek in Harris County Clerk's File (H.C.C.F.) No. 20070005783, the southeast corner of a call 628.479 acre tract of land recorded in the name of Malladi Reddy in Volume 1366, Page 688 of the O.P.R.W.C., on the north right-of-way (R.O.W.) line of F.M. 529 (120-foot wide) and being on the common line between said J.R. Garrett Survey, A-378 and the H.&T.C. R.R. Company Survey, Section 113, Abstract Number 173, Waller County, Texas;

THENCE, with said north R.O.W. line, North 87 degrees 59 minutes 59 seconds East, a distance of 2,525.20 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found at most southerly southwest corner of said 361.020 acre tract and the **POINT OF BEGINNING** of the herein described;

THENCE, with the westerly lines of said 361.020 acre tract, the following ten (10) courses:

1) North 02 degrees 00 minutes 01 second West, a distance of 550.00 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found at a point of curvature to the right;

2) 242.47 feet along the arc of said curve, having a radius of 690.00 feet, a central angle of 20 degrees 08 minutes 01 second and a chord which bears North 08 degrees 04 minutes 00 seconds East, a distance of 241.22 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found at a point of tangency;

3) North 18 degrees 08 minutes 00 seconds East, a distance of 102.06 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found at a point of curvature to the left;

4) 222.97 feet along the arc of said curve, having a radius of 610.00 feet, a central angle of 20 degrees 56 minutes 36 seconds and a chord which bears North 07 degrees 39 minutes 42 seconds East, a distance of 221.73 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found at a point of tangency;

5) North 02 degrees 48 minutes 36 seconds West, a distance of 531.52 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found;

6) North 89 degrees 11 minutes 37 seconds East, a distance of 80.05 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found;

7) North 02 degrees 48 minutes 36 seconds West, a distance of 1,251.01 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found;

8) North 42 degrees 21 minutes 49 seconds West, a distance of 717.67 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found;

9) South 88 degrees 18 minutes 44 seconds West, a distance of 972.41 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found;

10) North 77 degrees 09 minutes 13 seconds West, a distance of 1,300.48 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found on the common line between aforesaid 575.411 and 628.479 acre tracts and the aforesaid common line between the J.R. Garrett Survey, A-378 and the H.&T.C. R.R. Company Survey, Section 113;

THENCE, with said common lines, North 01 degree 59 minutes 44 seconds West, a distance of 1,452.24 feet to a 1/2 inch iron pipe found at the common corner of said 628.479 acre tract, a call 364.14 acre tract of land recorded in the name of Katy Prairie Conservancy in Volume 1334, Page 254 of the O.P.R.W.C. and a call 401.115 acre tract of land recorded in the name of Charles A. Menke, et al. in File No. 1700611 of the O.P.R.W.C., and being the common corner of said J.R. Garrett Survey, said H.&T.C. R.R. Company Survey, Section 113, the H.&T.C. R.R. Company Survey, Section 117, Abstract Number 199, Waller County, Texas and the J.R. Garrett Survey, Abstract Number 377, Waller County;

THENCE, with the south line of said 364.14 acre tract and the north line of said 361.020 acre tract, North 87 degrees 59 minutes 57 seconds East, a distance of 2,640.09 feet to a 3/4 inch iron pipe found;

THENCE, continuing with said south line and north line, and the south line of, North 87 degrees 52 minutes 17 seconds East, a distance of 1,199.23 feet to a concrete monument found at the common south corner of said 364.14 acre tract and a call 503.250 acre tract of land recorded in the name of Xu Qing, LLC in H.C.C.F. No. RP-2018-130319 from which a 1/2 inch iron pipe found at an interior corner of said 503.250 acre tract and being on the westerly terminus of Longenbaugh Road (80-foot wide) bears North 87 degrees 52 minutes 17 seconds East, a distance of 1,445.56 feet;

THENCE, through and across said 361.020 acre tract, South 18 degrees 53 minutes 43 seconds East, a distance of 4,957.65 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set on the common line of said 361.020 acre tract and a call 16.478 acre tract of land recorded in the name of Roger Earl Haigh and Clifford Haigh in H.C.C.F. No. RP-2017-134466;

THENCE, with said common line, South 01 degree 56 minutes 29 seconds East, a distance of 479.25 feet to a 2 inch iron pipe found on the aforesaid north R.O.W. line of F.M. 529;

THENCE, with said north R.O.W. line, South 87 degrees 59 minutes 59 seconds West, a distance of 150.00 feet to a 3/4 inch capped iron rod stamped "CenterPoint Energy" found at the southeast corner of a call 21.34 acre tract of land recorded in the name of CenterPoint Energy Houston Electric, LLC in File No. 2206806 of the O.P.R.W.C.

THENCE, with the east, north and west lines of said 21.34 acre tract, the following four (4) courses:

1) North 01 degree 56 minutes 25 seconds West, a distance of 971.39 feet to a 3/4 inch capped iron rod stamped "CenterPoint Energy" found;

2) North 18 degrees 53 minutes 43 seconds West, a distance of 35.13 feet to a 3/4 inch capped iron rod stamped "CenterPoint Energy" found;

3) South 87 degrees 59 minutes 59 seconds West, a distance of 914.75 feet to a 3/4 inch capped iron rod stamped "CenterPoint Energy" found;

4) South 01 degree 56 minutes 25 seconds East, a distance of 1,005.00 feet to a 3/4 inch capped iron rod stamped "CenterPoint Energy" found on the said north R.O.W. line of F.M. 529;

THENCE, with said north R.O.W. line, South 87 degrees 59 minutes 59 seconds West, a distance of 300.00 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found;

THENCE, with the interior lines of aforesaid 361.020 acre tract, the following seven (7) courses:

1) North 01 degree 56 minutes 25 seconds West, a distance of 1,401.78 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found;

2) South 89 degrees 11 minutes 37 seconds West, a distance of 1,191.65 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found;

3) South 02 degrees 48 minutes 36 seconds East, a distance of 323.60 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found at a point of curvature to the right;

4) 252.21 feet along the arc of said curve, having a radius of 690.00 feet, a central angle of 20 degrees 56 minutes 36 seconds and a chord which bears South 07 degrees 39 minutes 42 seconds West, a distance of 250.81 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found at a point of tangency;

5) South 18 degrees 08 minutes 00 seconds West, a distance of 102.06 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found at a point of curvature to the left;

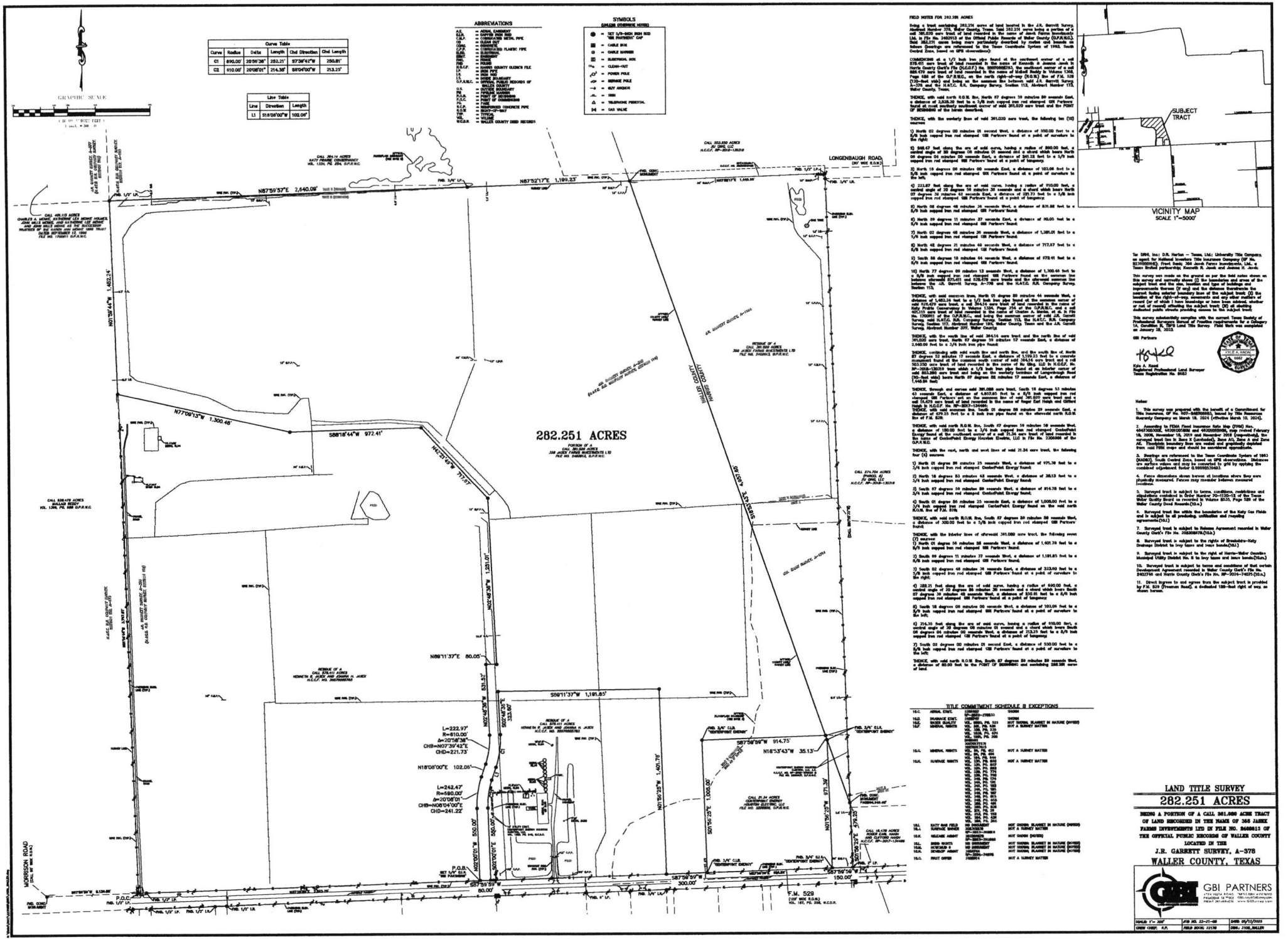
6) 214.35 feet along the arc of said curve, having a radius of 610.00 feet, a central angle of 20 degrees 08 minutes 01 second and a chord which bears South 08 degrees 04 minutes 00 seconds West, a distance of 213.25 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found at a point of tangency;

7) South 02 degrees 00 minutes 01 second East, a distance of 550.00 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found at a point of curvature to the left;

THENCE, with said north R.O.W. line, South 87 degrees 59 minutes 59 seconds West, a distance of 80.00 feet to the **POINT OF BEGINNING** and containing 282.251 acres of land.

THIS DESCRIPTION WAS PREPARED BASED ON A SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF KYLE A. KACAL, RPLS 6652, FILED UNDER JOB NO. 222108 IN THE OFFICES OF GBI PARTNERS.

GBI Partners
TBPLS Firm #10130300, 10194423
Ph: 281.499.4539
May 12, 2025



FIELD NOTES FOR 282.251 ACRES

Being a tract containing 282.251 acres of land located in the J.R. Garrett Survey, Abstract Number 376, Waller County, Texas, and 282.251 acres being a portion of a call 361.000 acre tract of land recorded in the name of 358 Jasek Farms Investments Ltd. in File No. 2468613 of the Official Public Records of Waller County (O.P.R.R.C.). Said 282.251 acres being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System of 1983, South Central Zone, based on GPS observations):

COMMENCING at a 1/2 inch iron pipe found at the northwest corner of a call 578.411 acre tract of land recorded in the name of Kenneth E. Jasek and Joanna G. Jasek in Harris County Clerk's File (H.C.C.F.) No. RP-2017-[illegible]263, the northwest corner of a call 358.479 acre tract of land recorded in the name of Mabel Reddy in Volume 1368, Page 688 of the O.P.R.R.C., on the north right-of-way (70.0 ft.) of F.M. 529 (120-foot wide) and being on the common line between said J.R. Garrett Survey, A-376 and the H.&T.C. R.R. Company Survey, Section 113, Abstract Number 175, Waller County, Texas;

THENCE, with said north R.O.W. line, North 87 degrees 59 minutes 59 seconds East, a distance of 2,640.09 feet to a 5/8 inch capped iron rod stamped "CBS Partners" found at a point of tangency for the herein described;

THENCE, with the westerly lines of said 361.000 acre tract, the following ten (10) courses:

1) North 02 degrees 00 minutes 01 second West, a distance of 500.00 feet to a 5/8 inch capped iron rod stamped "CBS Partners" found at a point of curvature to the right;

2) 346.47 feet along the arc of said curve, having a radius of 890.00 feet, a central angle of 22 degrees 18 minutes 01 second and a chord which bears North 08 degrees 04 minutes 00 seconds East, a distance of 344.32 feet to a 5/8 inch capped iron rod stamped "CBS Partners" found at a point of tangency;

3) North 18 degrees 08 minutes 00 seconds East, a distance of 102.06 feet to a 5/8 inch capped iron rod stamped "CBS Partners" found at a point of curvature to the left;

4) 222.97 feet along the arc of said curve, having a radius of 810.00 feet, a central angle of 20 degrees 56 minutes 38 seconds and a chord which bears North 07 degrees 39 minutes 42 seconds East, a distance of 221.73 feet to a 5/8 inch capped iron rod stamped "CBS Partners" found at a point of tangency;

5) North 02 degrees 46 minutes 36 seconds West, a distance of 531.52 feet to a 5/8 inch capped iron rod stamped "CBS Partners" found;

6) North 89 degrees 11 minutes 37 seconds East, a distance of 80.05 feet to a 5/8 inch capped iron rod stamped "CBS Partners" found;

7) North 02 degrees 46 minutes 36 seconds West, a distance of 1,251.01 feet to a 5/8 inch capped iron rod stamped "CBS Partners" found;

8) North 42 degrees 21 minutes 46 seconds West, a distance of 717.57 feet to a 5/8 inch capped iron rod stamped "CBS Partners" found;

9) South 88 degrees 18 minutes 44 seconds West, a distance of 972.41 feet to a 5/8 inch capped iron rod stamped "CBS Partners" found;

10) North 77 degrees 09 minutes 13 seconds West, a distance of 1,300.48 feet to a 5/8 inch capped iron rod stamped "CBS Partners" found on the common line between aforesaid 578.411 and 578.479 acre tracts and the aforesaid common line between the J.R. Garrett Survey, A-376 and the H.&T.C. R.R. Company Survey, Section 113;

THENCE, with said common line, North 01 degree 39 minutes 44 seconds West, a distance of 1,452.24 feet to a 1/2 inch iron pipe found at the common corner of said 578.479 acre tract, a call 364.14 acre tract of land recorded in the name of Kelly Pribble Conservancy in Volume 1304, Page 254 of the O.P.R.R.C. and a call 400.115 acre tract of land recorded in the name of Charles A. Meitzen, et al. in File No. 1720911 of the O.P.R.R.C., and being the common corner of said J.R. Garrett Survey, said H.&T.C. R.R. Company Survey, Section 113, the H.&T.C. R.R. Company Survey, Section 117, Abstract Number 195, Waller County, Texas and the J.R. Garrett Survey, Abstract Number 377, Waller County;

THENCE, with the south line of said 364.14 acre tract and the north line of said 361.000 acre tract, North 87 degrees 59 minutes 57 seconds East, a distance of 2,640.09 feet to a 1/2 inch iron pipe found;

THENCE, continuing with said south line and north line, and the south line of, North 87 degrees 32 minutes 17 seconds East, a distance of 1,199.23 feet to a concrete monument found at the common south corner of said 364.14 acre tract and a call 563.730 acre tract of land recorded in the name of Hay Hay, LLC in H.C.C.F. No. RP-2018-128319 (tract one) and a 1/2 inch iron pipe found at an interior corner of said 563.280 acre tract and being on the westerly line of Longenbaugh Road (80-foot wide) bears North 87 degrees 32 minutes 17 seconds East, a distance of 1,448.98 feet;

THENCE, through and across said 361.000 acre tract, South 18 degrees 53 minutes 43 seconds East, a distance of 1,457.36 feet to a 5/8 inch capped iron rod stamped "CBS Partners" set on the southerly line of said 361.000 acre tract and a call 78.479 acre tract of land recorded in the name of Gifford Heath and Clifford Heath in H.C.C.F. No. RP-2017-134686;

THENCE, with said common line, South 01 degree 59 minutes 29 seconds East, a distance of 479.25 feet to a 2 inch iron pipe found on the aforesaid north R.O.W. line of F.M. 529;

THENCE, with said north R.O.W. line, South 87 degree 59 minutes 59 seconds West, a distance of 150.00 feet to a 1/4 inch capped iron rod stamped CenterPoint Energy found at the southeast corner of a call 21.34 acre tract of land recorded in the name of CenterPoint Energy Houston Electric, LLC in File No. 2208898 of the O.P.R.R.C.;

THENCE, with the east, north and west lines of said 21.34 acre tract, the following four (4) courses:

1) North 01 degree 59 minutes 25 seconds West, a distance of 479.38 feet to a 1/4 inch capped iron rod stamped CenterPoint Energy found;

2) North 16 degree 53 minutes 43 seconds West, a distance of 36.13 feet to a 1/4 inch capped iron rod stamped CenterPoint Energy found;

3) South 87 degree 59 minutes 59 seconds West, a distance of 914.75 feet to a 1/4 inch capped iron rod stamped CenterPoint Energy found;

4) South 01 degree 59 minutes 25 seconds East, a distance of 1,000.00 feet to a 1/4 inch capped iron rod stamped CenterPoint Energy found on the said north R.O.W. line of F.M. 529;

THENCE, with said north R.O.W. line, South 87 degree 59 minutes 59 seconds West, a distance of 300.00 feet to a 5/8 inch capped iron rod stamped "CBS Partners" found;

THENCE, with the interior lines of aforesaid 361.000 acre tract, the following seven (7) courses:

1) North 01 degree 56 minutes 58 seconds West, a distance of 1,401.78 feet to a 5/8 inch capped iron rod stamped "CBS Partners" found;

2) South 89 degree 11 minutes 37 seconds West, a distance of 1,191.85 feet to a 5/8 inch capped iron rod stamped "CBS Partners" found;

3) South 02 degree 46 minutes 36 seconds East, a distance of 333.60 feet to a 5/8 inch capped iron rod stamped "CBS Partners" found at a point of curvature to the right;

4) 252.21 feet along the arc of said curve, having a radius of 690.00 feet, a central angle of 20 degree 56 minutes 38 seconds and a chord which bears South 07 degree 39 minutes 42 seconds West, a distance of 250.81 feet to a 5/8 inch capped iron rod stamped "CBS Partners" found at a point of tangency;

5) South 18 degree 08 minutes 00 seconds West, a distance of 102.06 feet to a 5/8 inch capped iron rod stamped "CBS Partners" found at a point of curvature to the left;

6) 214.38 feet along the arc of said curve, having a radius of 610.00 feet, a central angle of 20 degree 08 minutes 01 second and a chord which bears South 08 degree 04 minutes 00 seconds West, a distance of 213.25 feet to a 5/8 inch capped iron rod stamped "CBS Partners" found at a point of tangency;

7) South 02 degree 00 minutes 01 second East, a distance of 500.00 feet to a 5/8 inch capped iron rod stamped "CBS Partners" found at a point of curvature to the left;

THENCE, with said north R.O.W. line, South 87 degree 59 minutes 59 seconds West, a distance of 80.00 feet to the POINT OF BEGINNING and containing 282.251 acres of land.

TITLE COMMITMENT SCHEDULE B EXCEPTIONS

10.C.	ADDIL ESMT.	VOL. 187, PG. 334, H.C.D.R. H.C.C.F. NO. RP-2018-278833	SHOWN
10.D.	DRAINAGE ESMT.	VOL. 187, PG. 334, H.C.D.R.	SHOWN
10.E.	WATER QUALITY	VOL. 1368, PG. 529	NOT SHOWN, BLANKET IN NATURE (WOULD
10.F.	MINERAL RIGHTS	VOL. 1368, PG. 529 VOL. 1304, PG. 254 VOL. 187, PG. 334 VOL. 1368, PG. 529 VOL. 187, PG. 334 VOL. 187, PG. 334 VOL. 187, PG. 334

Exhibit B

Plan of Development

JASEK FARMS

PLAN OF DEVELOPMENT

EXHIBIT B

±282.3 Acres in Waller County

(±361.0 Acres in Total)

Prepared For:

DR HORTON

PREPARED BY:

META
PLANNING + DESIGN
24285 Katy Freeway, Suite 525
Katy, TX 77494

APPROVED: April 2, 2025

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V. **Parks, Recreation, and Trails**

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VII. **Applicability**

I. INTRODUCTION

Jasek Farms subdivision is a residential community consisting of approximately 361.0 acres located north of FM 529, east of Schlipf Road, west of proposed major thoroughfare Bartlett Road and south of proposed major thoroughfare Longenbaugh Road. The Jasek Farms subdivision is partially located in both Waller and Harris Counties and is subject to the City of Houston's Extraterritorial Jurisdiction (ETJ). The area within Waller County is approximately 282.3 Acres. This Plan of Development (PD), its description, rules, and regulations shall apply to that portion of the property located within Waller County (the Project). The area of the total Jasek Farms subdivision is depicted on Exhibit C, General Plan, which also depicts the Waller County line defining the Project portion of the total tract within Waller County. Only the Project portion of the Jasek Farms subdivision is subject to the Subdivision Development Agreement between Waller County, Texas and D.R. Horton – Texas, Ltd. for Jasek Farms Subdivision ("Development Agreement") and to this PD.

The Developer desires to construct a primarily single-family residential community with the associated drainage and detention facilities, as well as neighborhood parks and landscape amenities. The development will include a mix of housing products and sizes for different ranges of the homeowner market.

II. GENERAL PROVISIONS

The Plan of Development approved herein will be constructed, developed, and maintained in compliance with this Development Agreement and other applicable regulations of the County. The Plan of Development shall be governed by the County regulations in effect as of the Effective Date of this Development Agreement, except to the extent the County regulation conflicts with this Development Agreement, or if a separate variance is granted by the Waller County Commissioners Court. Amended or future County ordinances shall not apply to the project.

The Project shall be developed in accordance with Exhibit C, the General Land Plan, which is attached to and made a part of this PD. The General Land Plan may be updated or amended from time to time through the normal County approval processes throughout the life of the project without amending this document. If there are discrepancies between the text of this document and the figures depicted in the General Land Plan, the text shall prevail.

A homeowners' association shall be established and made legally responsible to maintain all common areas, recreation reserves, and community amenities not otherwise dedicated to the public. All land and facilities dedicated to a Municipal Utility District shall be maintained by said District.

The following minor modifications of the PD are allowed:

1. Modifications to internal street patterns are allowed.
2. Modifications to the proposed land uses and location of proposed land uses set forth in this PD document text and in Exhibit C are permitted to address market conditions.
3. Modifications to lot sizes are allowed provided that such lots shall adhere to the minimum lot frontage regulations and the maximum number of dwelling units set forth in this document.

III. LAND USES

The primary land use of the Project shall be residential. All individually platted lots are designed as single-family lots; however, this shall not preclude the addition of an Accessory Dwelling Unit (including but not limited to garage apartments, mother-in-law suites, etc.) within an individual lot.

Multi-family development shall also be allowed within the Project, subject to the restrictions described in the PD.

Within the boundary of the proposed Project as described by the PD, land shall be dedicated for neighborhood parkland accessible to all residents. Exhibit C, the General Land Plan, generally illustrates the proposed parkland within the Project. Section V of this document describes the parkland in further detail.

Drainage and detention facilities, utility facilities, and other uses incidental to the creation and operation of a residential community are also included in the PD. These shall be governed by the appropriate rules of Waller County and the State of Texas, as applicable.

IV. DEVELOPMENT REGULATIONS

The Jasek Farms Development shall comply with all Waller County Subdivision and Development Regulations ("County S & D Regulations") in effect at the time that the Development Agreement is approved, except as provided herein or approved by a separate variance granted by the Waller County Commissioners Court.

1. Roadway Design

A. Collector Streets – The primary entry street connecting to FM 529 shall be considered a Collector Street, as defined in the County S & D Regulations, and shall have a minimum 80'-wide ROW. The typical construction shall be a 32'-wide paving with curb and gutter cross-section in accordance with County regulations. A wider ROW and/or alternate paving sections such as a boulevard paving section divided by a center median may be provided by the Developer if desired or where required by an approved Traffic Impact Analysis ("TIA").

B. Local Streets – all other streets shall be considered Local Streets, as defined in the County S & D Regulations, and shall comply with all of said Regulations in effect at the time that the Development Agreement is approved unless approved by a separate variance granted by the Waller County Commissioners Court. The provisions applicable to the Project, either by way of the relevant County S & D Regulations in effect on the date the Development Agreement is approved, or by

way of variances granted, as set out in Exhibit D, are generally described below:

1. 60' minimum ROW width;
2. 28' minimum concrete paving width in a curb and gutter cross-section, back of curb to back of curb;
3. 300' minimum centerline radius
4. Cul-de-Sac Geometry
    a. Minimum 50' paving radius
    b. Minimum 60' ROW radius
    c. The center point of the cul-de-sac bulb may be offset from its local street right-of-way centerline.
5. Easements for water, sanitary sewer, and other utilities may exceed the ROW as needed.

C. Thoroughfares and Off-Site Improvements

1. FM 529 is a TXDOT roadway, and all improvements by Developer shall be in accordance with TXDOT and Waller County requirements and the project TIA.
    a. Any turn lanes required by the TIA shall be constructed by Developer.
    b. Any signalization of the new entrances to FM 529 shall be coordinated with TXDOT and shall not be the responsibility of Waller County.
2. Schlipf Road
    a. Schlipf Road shall be planned as a 100'-wide ultimate ROW.
    b. Developer shall dedicate half (50') of the ultimate ROW for Schlipf Road where it abuts the Jasek Farms boundary.
    c. Developer is not required to construct any of Schlipf Road.
    d. Signalization of Schlipf Road at Longenbaugh Road may be jointly coordinated between the Developer or MUD, and Waller County, if deemed necessary by a TIA.
3. Longenbaugh Road
    a. Longenbaugh Road shall be planned as a 100'-wide ultimate ROW.
    b. Developer shall provide all 100' of ROW for Longenbaugh Road within Jasek Farms where it abuts Coastal Prairie Conservancy (f.k.a. the Katy Prairie Conservancy) plus a transitional curve back to center at each end of that distance.
    c. Developer is not required to construct any of Longenbaugh Road.
    d. Signalization of Longenbaugh Road at Schlipf Road may be jointly coordinated between the Developer or MUD, and Waller County, if deemed necessary by a TIA.
4. Except as provided above, the Developer shall provide improvements to existing external streets only if and when an approved TIA indicates that new traffic generated by the Project development will adversely impact the existing

Level of Service or will have an undue impact on the existing infrastructure.

2. Points of Access

A. The Project shall ultimately provide a minimum of two connections to FM 529 and shall allow for a minimum of one future connection each to future Longenbaugh Road and future Schlipf Road. The internal street pattern shall connect these access points to each other within the development, with preference for circuitous routes intended to minimize cut-through traffic on the internal local streets.

B. Construction of the various external connections and internal street patterns may be phased over time, except that both connections to FM 529 shall be constructed prior to the permitting of the last residential lot in the Project.

C. A boulevard paving section shall be considered as two points of access.

3. Single-Family Residential

Single-family home sites within the Jasek Farms Plan of Development shall be developed in accordance with the following regulations:

A. Lots

1. Minimum lot size is forty (40') feet minimum width. Lots less than fifty (50') feet minimum width shall additionally meet the following requirements:
    a. Lots less than fifty (50') feet width shall not exceed 20% of total Project lot count (including areas outside Waller County but within the Jasek Farms Project). Minimum width for all other lots within Waller County shall be 50'.
    b. All lots shall be at least 5,000 square feet.
    c. All lots less than fifty (50') feet wide shall be within 1,500' of a neighborhood park.
2. Measurement of lot width is to be taken at building line. The measurement on radial shaped lots shall be based off tangential width at the building line, not based on arc length.

B. Setbacks

1. Minimum front yard building setback shall be 25 feet.
2. Minimum side yard building setbacks:
    a. Interior side setbacks to be determined according to the normal building permitting process
    b. Fifteen-foot (15') setback along the side street of corner lots
    c. Where a corner lot is separated from the side street by a landscape reserve, it shall be treated as an interior lot. The interior side setback shall apply to the lot from both side lot lines and the side street shall have a five-foot (5') building setback line across the landscape reserve.
3. Minimum rear yard building setback:
    a. Five feet (5') from the rear property line, notwithstanding the presence of any utility easements that may have separate restrictions on structures.

b. No lots shall have direct access to FM 529, Longenbaugh Road, or Schlipf Road. A landscape reserve shall separate all lots from the aforementioned streets.

4. Multi-Family Residential

The multi-family residential site within the Jasek Farms PD shall be developed in accordance with the following regulations:

A. Multi-family development within the Project shall be developed as attached duplexes, also known as "cottage-style" or "horizontal" multi-family. No multi-family structure shall be higher than two stories. There shall be no more than two units per structure. Vertically oriented "garden-style" multi-family is not permitted.

B. Multi-family residential development within the Project is limited to one site with a maximum of 250 total units and with a gross density of not more than 15 units per acre.

C. Architectural Standards

1. A minimum of four (4) color schemes will be utilized on structures throughout the Project to provide aesthetic appeal. Color schemes will not be repeated on structures adjacent to or across from each other to avoid monotony.
2. Different building façades will alternate along drives to add visual appeal.
3. Material selections for the façade will require a minimum of two (2) siding patterns per structure.

D. Multi-Family Amenities

1. There shall be a professional management company that is responsible for maintenance of all façades, landscaping, community features and amenities within the multi-family tract.
2. Multi-family development shall include a clubhouse with a leasing office, conference room for residents, fitness center, and a lounge area for residents.
3. The clubhouse will utilize a masonry façade to emphasize that it is the entry structure for the multi-family project.
4. All amenities will be designed to match the look and feel of the architectural style that is proposed within the multi-family project.
5. There shall be a community swimming pool with grill and picnic spaces.
6. There shall be a trail/sidewalk connection from the multi-family community to the collector street sidewalk within the Project (see Section V below).

The multi-family site shown on the General Land Plan may be converted to single-family residential development at the Developer's discretion, in which case it shall follow the standards for single-family residential development laid out above.

V. PARKS, RECREATION, AND TRAILS

1. Parkland Required

The Jasek Farms Project shall provide a minimum of one (1) community recreation

center and at least one (1) neighborhood park. Exhibit C, the General Land Plan, illustrates the proposed location of these facilities.

The exact geometry of each site shall be determined through the platting process. Each site shall be platted, shall have a minimum frontage of 60 feet on a public street, and shall be accessible to all residents of the Project.

The community recreation center shall be centrally located along a detention pond with constant and visible water. The site shall be a minimum of two (2.0) acres and shall include outdoor recreation facilities, including but not limited to a swimming pool or splash pad, restrooms, an outdoor pavilion, and a playground.

The neighborhood park(s) shall have a minimum combined acreage of 0.25 (one-quarter) acres total for the entire Jasek Farms Project. This acreage may be divided into two or more separate sites of varying sizes throughout the community. Each neighborhood park shall be centrally located within a grouping of residential lots and shall be accessible to the surrounding residents within walking distance.

2. Sidewalks

There shall be a sidewalk along both sides of the primary north-south collector road as illustrated in Exhibit C. The community recreation center shall make a sidewalk connection to the adjacent collector street sidewalk. The multi-family site shall also provide a sidewalk connection to the collector street sidewalk.

3. Ownership and Maintenance of Parkland

All park areas and equipment, landscaping and plantings, facilities, sidewalks, trails, fields, and other recreational amenities shall be owned and maintained by the homeowners' association, community association, or municipal utility district of the community, not Waller County, unless agreed to separately in writing by the County.

VI. OTHER PROVISIONS

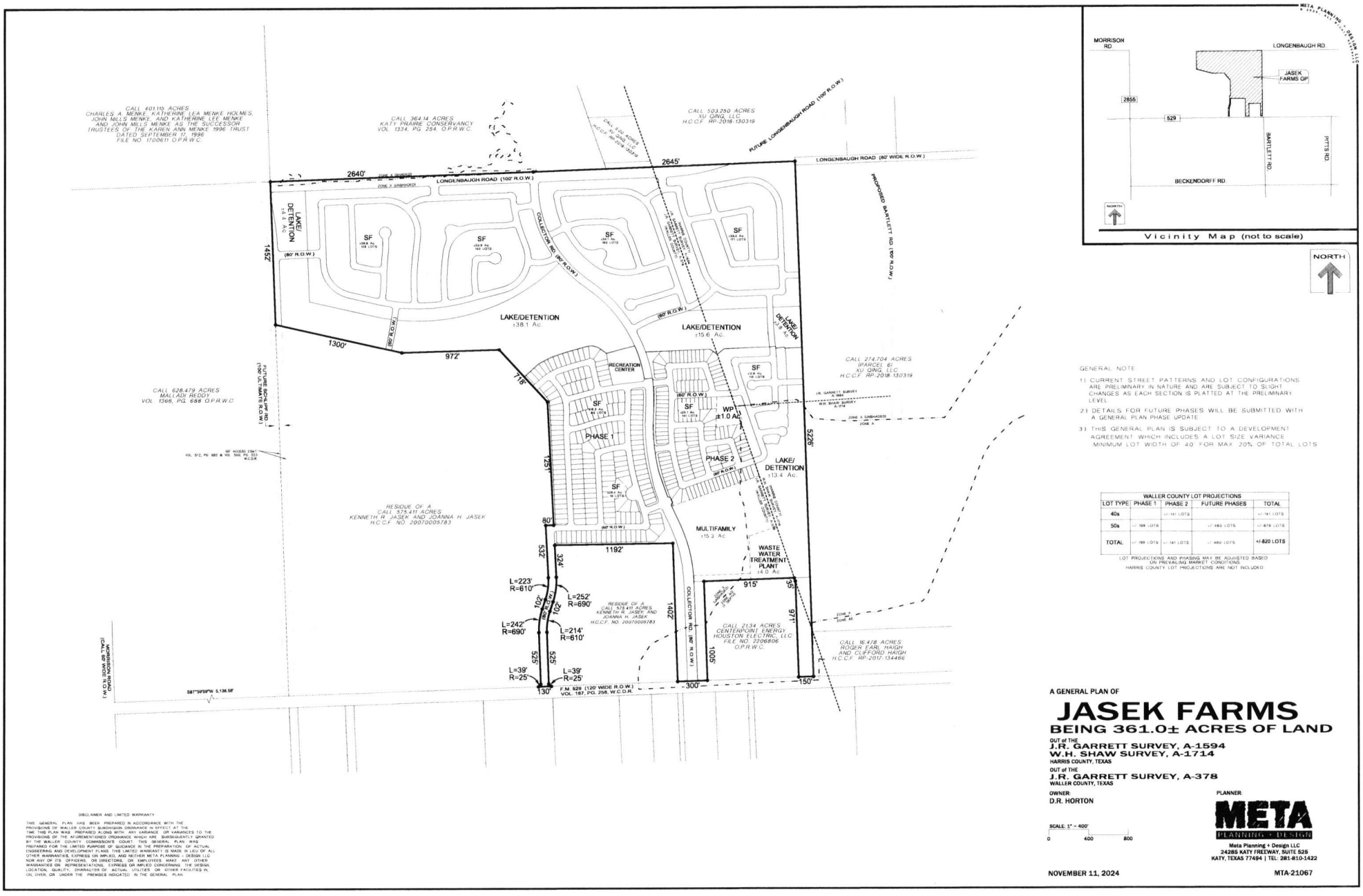
After the residential section plat that includes the 500th lot in the Project is recorded and at least 50% of the homes in the Project are occupied, the Developer, HOA or MUD shall enter into an officer agreement with Waller County law enforcement for the provision of police services to the neighborhood. The agreement for such services shall be in accordance with the form of agreement entered into with other Developers, HOAs or MUDs in Waller County, Texas.

VII. APPLICABILITY

This document shall apply to any development within this tract and has no expiration. It shall be upheld for any and all existing and future developers or builders, except and unless a new amended agreement is written and approved by all owners and applicable agencies.

Exhibit C

General Land Plan



GENERAL NOTE

1) CURRENT STREET PATTERNS AND LOT CONFIGURATIONS ARE PRELIMINARY IN NATURE AND ARE SUBJECT TO SLIGHT CHANGES AS EACH SECTION IS PLATTED AT THE PRELIMINARY LEVEL.

2) DETAILS FOR FUTURE PHASES WILL BE SUBMITTED WITH A GENERAL PLAN PHASE UPDATE.

3) THIS GENERAL PLAN IS SUBJECT TO A DEVELOPMENT AGREEMENT WHICH INCLUDES A LOT SIZE VARIANCE MINIMUM LOT WIDTH OF 40' FOR MAX. 20% OF TOTAL LOTS.

WALLER COUNTY LOT PROJECTIONS				
LOT TYPE	PHASE 1	PHASE 2	FUTURE PHASES	TOTAL
40s		+/- 141 LOTS		+/- 141 LOTS
50s	+/- 199 LOTS		+/- 480 LOTS	+/- 679 LOTS
TOTAL	+/- 199 LOTS	+/- 141 LOTS	+/- 480 LOTS	+/-820 LOTS

LOT PROJECTIONS AND PHASING MAY BE ADJUSTED BASED ON PREVAILING MARKET CONDITIONS.
HARRIS COUNTY LOT PROJECTIONS ARE NOT INCLUDED.

A GENERAL PLAN OF

JASEK FARMS

BEING 361.0± ACRES OF LAND

OUT of THE
J.R. GARRETT SURVEY, A-1594
W.H. SHAW SURVEY, A-1714
HARRIS COUNTY, TEXAS

OUT of THE
J.R. GARRETT SURVEY, A-378
WALLER COUNTY, TEXAS

OWNER:
D.R. HORTON

PLANNER:
META PLANNING + DESIGN
Meta Planning + Design LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422

SCALE: 1" = 400'
0 400 800

NOVEMBER 11, 2024

MTA-21067

DISCLAIMER AND LIMITED WARRANTY

THIS GENERAL PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF WALLER COUNTY SUBDIVISION ORDINANCE IN EFFECT AT THE TIME THIS PLAN WAS PREPARED ALONG WITH ANY VARIANCE OR VARIANCES TO THE PROVISIONS OF THE AFOREMENTIONED ORDINANCE WHICH ARE SUBSEQUENTLY GRANTED BY THE WALLER COUNTY COMMISSIONERS COURT. THIS GENERAL PLAN WAS PREPARED FOR THE LIMITED PURPOSE OF GUIDANCE IN THE PREPARATION OF ACTUAL CONSTRUCTION PLANS AND IS NOT INTENDED FOR CONSTRUCTION. TO THE FULL EXTENT OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, META PLANNING + DESIGN LLC, NOR ANY OF ITS OFFICERS, OR DIRECTORS, OR EMPLOYEES, MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED CONCERNING THE DESIGN, LOCATION, QUALITY, CHARACTER OF ACTUAL UTILITIES OR OTHER FACILITIES IN, ON, OVER, OR UNDER THE PREMISES INDICATED IN THE GENERAL PLAN.

Exhibit D

Approved Variances

Approved Variances

1. On _____ the Waller County Commissioners Court approved the following variance for D.R. Horton – Texas, Ltd., for the Jasek Farms subdivision:

   Variance from: Waller County Subdivision and Development Regulations, Section 3.4.7, requiring a 50-foot minimum lot width.

   Approved Variance: 40-foot minimum lot width.

2. On _____ the Waller County Commissioners Court approved the following variance for D.R. Horton – Texas, Ltd., for the Jasek Farms subdivision:

   Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.3.4, requiring a minimum 70'-radius right-of-way on cul-de-sacs, with a 50'-radius paving.

   Approved Variance: A minimum 60'-radius right of way on cul-de-sacs with a 50'radius paving on local streets.

3. On _____ the Waller County Commissioners Court approved the following variance for D.R. Horton – Texas, Ltd., for the Jasek Farms subdivision:

   Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.3.5, requiring a minimum 650' radius on local street centerlines.

   Approved Variance: A minimum 300' radius on local street centerlines.

Exhibit E

Memorandum of Agreement

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement of the Subdivision Development Agreement Between Waller County, Texas and D.R. Horton – Texas, Ltd., a Texas limited partnership, for Jasek Farms Subdivision ("Agreement"). The Agreement, dated effective April 2, 2025, is identified as Contract ID # 250402-26 in the Official Public Records of Waller County, Texas. Notice is hereby given that the real property described in Exhibit A attached hereto and incorporated herein by this reference is subject to the Agreement. A copy of the Agreement may be obtained from the Waller County Clerk's Office.

[*The remainder of this page is intentionally blank. Signatures follow on next pages*]

WALLER COUNTY

Carbett "Trey" J. Duhon III
County Judge

April 2, 2025
Date

STATE OF TEXAS §
§
COUNTY OF WALLER §

This instrument was acknowledged before me on the 2nd day of April, 2025 by Carbett "Trey" J. Duhon III, Waller County Judge, on behalf of Waller County, Texas, a political subdivision of the State of Texas.

MCKENZIE KELLEY
Notary Public, State of Texas
My Commission Expires
December 10, 2027
NOTARY ID 132278569

Notary Public, State of Texas

D.R. Horton – Texas, Ltd.

a Texas limited partnership

By: _____

Eric Windsor, P.E.

Vice President

5/27/25

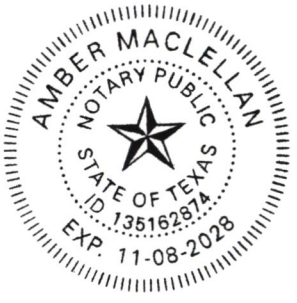
Date

STATE OF Texas §

§

COUNTY OF Montgomery §

This instrument was acknowledged before me on the 27 day of May, 2025 by Eric Windsor, Vice President, on behalf of D.R. Horton – Texas, Ltd., a Texas limited partnership.



_____

Notary Public, State of Texas

Exhibit A

Real Property Description

Exhibit ____ Page 1 of 4 Pages

County: Waller
Project: Jasek Farms
Job No.: 222108
MBS No.: 25-281

FIELD NOTES FOR 282.251 ACRES

Being a tract containing 282.251 acres of land located in the J.R. Garrett Survey, Abstract Number 378, Waller County, Texas. Said 282.251 acres being a portion of a call 361.020 acre tract of land recorded in the name of Jasek Farms Investments Ltd. in File No. 2402613 of the Official Public Records of Waller County (O.P.R.W.C.). Said 282.251 acres being more particularly described by metes and bounds as follows (bearings are referenced to the Texas Coordinate System of 1983, South Central Zone, based on GPS observations):

COMMENCING at a 1/2 inch iron pipe found at the southwest corner of a call 575.411 acre tract of land recorded in the name of Kenneth & Joanna Jasek in Harris County Clerk's File (H.C.C.F.) No. 20070005783, the southeast corner of a call 628.479 acre tract of land recorded in the name of Malladi Reddy in Volume 1366, Page 688 of the O.P.R.W.C., on the north right-of-way (R.O.W.) line of F.M. 529 (120-foot wide) and being on the common line between said J.R. Garrett Survey, A-378 and the H.&T.C. R.R. Company Survey, Section 113, Abstract Number 173, Waller County, Texas;

THENCE, with said north R.O.W. line, North 87 degrees 59 minutes 59 seconds East, a distance of 2,525.20 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found at most southerly southwest corner of said 361.020 acre tract and the **POINT OF BEGINNING** of the herein described;

THENCE, with the westerly lines of said 361.020 acre tract, the following ten (10) courses:

1) North 02 degrees 00 minutes 01 second West, a distance of 550.00 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found at a point of curvature to the right;

2) 242.47 feet along the arc of said curve, having a radius of 690.00 feet, a central angle of 20 degrees 08 minutes 01 second and a chord which bears North 08 degrees 04 minutes 00 seconds East, a distance of 241.22 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found at a point of tangency;

3) North 18 degrees 08 minutes 00 seconds East, a distance of 102.06 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found at a point of curvature to the left;

4) 222.97 feet along the arc of said curve, having a radius of 610.00 feet, a central angle of 20 degrees 56 minutes 36 seconds and a chord which bears North 07 degrees 39 minutes 42 seconds East, a distance of 221.73 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found at a point of tangency;

5) North 02 degrees 48 minutes 36 seconds West, a distance of 531.52 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found;

6) North 89 degrees 11 minutes 37 seconds East, a distance of 80.05 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found;

7) North 02 degrees 48 minutes 36 seconds West, a distance of 1,251.01 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found;

8) North 42 degrees 21 minutes 49 seconds West, a distance of 717.67 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found;

9) South 88 degrees 18 minutes 44 seconds West, a distance of 972.41 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found;

10) North 77 degrees 09 minutes 13 seconds West, a distance of 1,300.48 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found on the common line between aforesaid 575.411 and 628.479 acre tracts and the aforesaid common line between the J.R. Garrett Survey, A-378 and the H.&T.C. R.R. Company Survey, Section 113;

THENCE, with said common lines, North 01 degree 59 minutes 44 seconds West, a distance of 1,452.24 feet to a 1/2 inch iron pipe found at the common corner of said 628.479 acre tract, a call 364.14 acre tract of land recorded in the name of Katy Prairie Conservancy in Volume 1334, Page 254 of the O.P.R.W.C. and a call 401.115 acre tract of land recorded in the name of Charles A. Menke, et al. in File No. 1700611 of the O.P.R.W.C., and being the common corner of said J.R. Garrett Survey, said H.&T.C. R.R. Company Survey, Section 113, the H.&T.C. R.R. Company Survey, Section 117, Abstract Number 199, Waller County, Texas and the J.R. Garrett Survey, Abstract Number 377, Waller County;

THENCE, with the south line of said 364.14 acre tract and the north line of said 361.020 acre tract, North 87 degrees 59 minutes 57 seconds East, a distance of 2,640.09 feet to a 3/4 inch iron pipe found;

THENCE, continuing with said south line and north line, and the south line of, North 87 degrees 52 minutes 17 seconds East, a distance of 1,199.23 feet to a concrete monument found at the common south corner of said 364.14 acre tract and a call 503.250 acre tract of land recorded in the name of Xu Qing, LLC in H.C.C.F. No. RP-2018-130319 from which a 1/2 inch iron pipe found at an interior corner of said 503.250 acre tract and being on the westerly terminus of Longenbaugh Road (80-foot wide) bears North 87 degrees 52 minutes 17 seconds East, a distance of 1,445.56 feet;

THENCE, through and across said 361.020 acre tract, South 18 degrees 53 minutes 43 seconds East, a distance of 4,957.65 feet to a 5/8 inch capped iron rod stamped "GBI Partners" set on the common line of said 361.020 acre tract and a call 16.478 acre tract of land recorded in the name of Roger Earl Haigh and Clifford Haigh in H.C.C.F. No. RP-2017-134466;

THENCE, with said common line, South 01 degree 56 minutes 29 seconds East, a distance of 479.25 feet to a 2 inch iron pipe found on the aforesaid north R.O.W. line of F.M. 529;

THENCE, with said north R.O.W. line, South 87 degrees 59 minutes 59 seconds West, a distance of 150.00 feet to a 3/4 inch capped iron rod stamped "CenterPoint Energy" found at the southeast corner of a call 21.34 acre tract of land recorded in the name of CenterPoint Energy Houston Electric, LLC in File No. 2206806 of the O.P.R.W.C.

THENCE, with the east, north and west lines of said 21.34 acre tract, the following four (4) courses:

1) North 01 degree 56 minutes 25 seconds West, a distance of 971.39 feet to a 3/4 inch capped iron rod stamped "CenterPoint Energy" found;

2) North 18 degrees 53 minutes 43 seconds West, a distance of 35.13 feet to a 3/4 inch capped iron rod stamped "CenterPoint Energy" found;

3) South 87 degrees 59 minutes 59 seconds West, a distance of 914.75 feet to a 3/4 inch capped iron rod stamped "CenterPoint Energy" found;

4) South 01 degree 56 minutes 25 seconds East, a distance of 1,005.00 feet to a 3/4 inch capped iron rod stamped "CenterPoint Energy" found on the said north R.O.W. line of F.M. 529;

THENCE, with said north R.O.W. line, South 87 degrees 59 minutes 59 seconds West, a distance of 300.00 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found;

THENCE, with the interior lines of aforesaid 361.020 acre tract, the following seven (7) courses:

1) North 01 degree 56 minutes 25 seconds West, a distance of 1,401.78 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found;

2) South 89 degrees 11 minutes 37 seconds West, a distance of 1,191.65 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found;

3) South 02 degrees 48 minutes 36 seconds East, a distance of 323.60 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found at a point of curvature to the right;

4) 252.21 feet along the arc of said curve, having a radius of 690.00 feet, a central angle of 20 degrees 56 minutes 36 seconds and a chord which bears South 07 degrees 39 minutes 42 seconds West, a distance of 250.81 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found at a point of tangency;

5) South 18 degrees 08 minutes 00 seconds West, a distance of 102.06 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found at a point of curvature to the left;

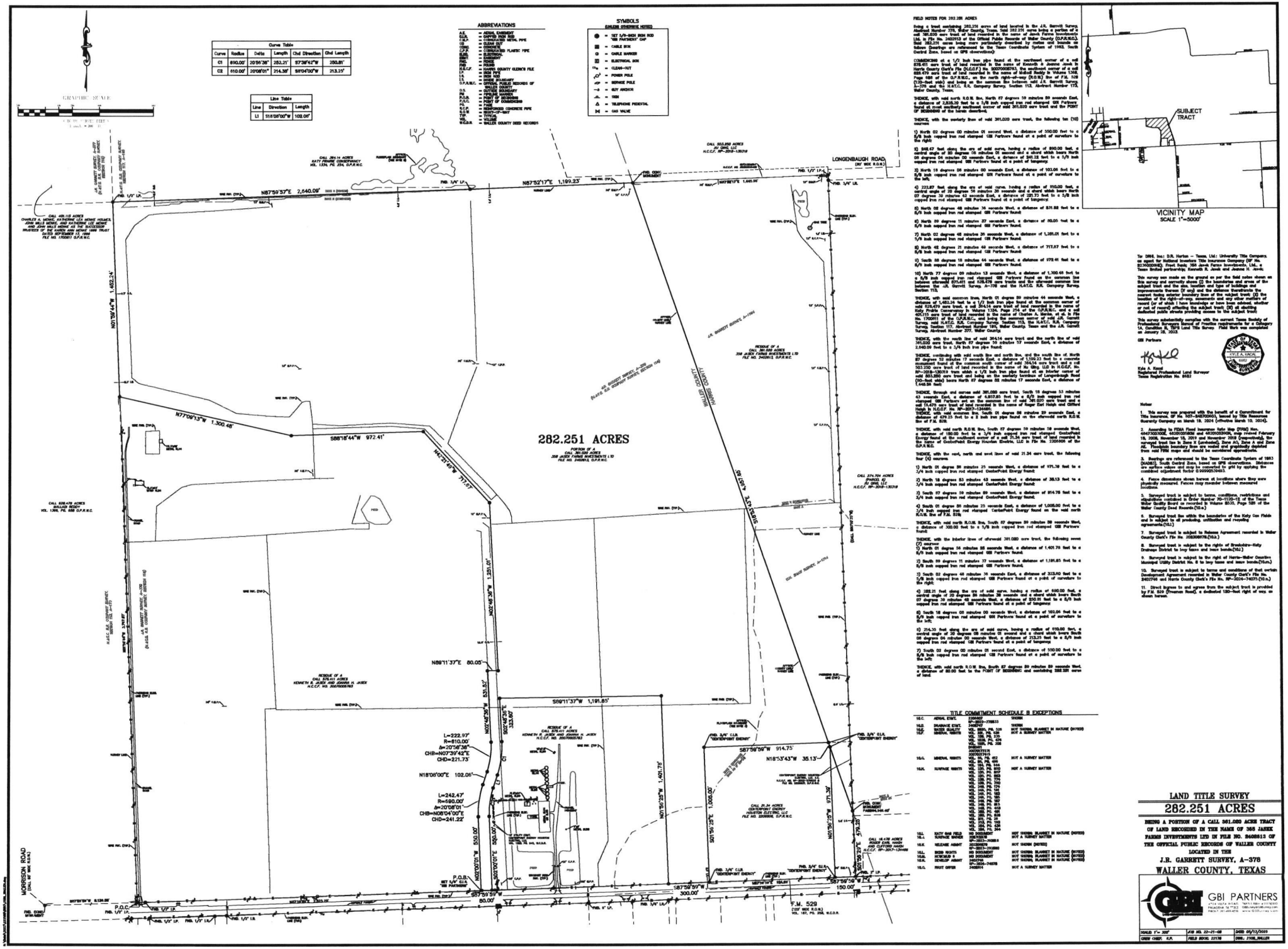
6) 214.35 feet along the arc of said curve, having a radius of 610.00 feet, a central angle of 20 degrees 08 minutes 01 second and a chord which bears South 08 degrees 04 minutes 00 seconds West, a distance of 213.25 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found at a point of tangency;

7) South 02 degrees 00 minutes 01 second East, a distance of 550.00 feet to a 5/8 inch capped iron rod stamped "GBI Partners" found at a point of curvature to the left;

THENCE, with said north R.O.W. line, South 87 degrees 59 minutes 59 seconds West, a distance of 80.00 feet to the **POINT OF BEGINNING** and containing 282.251 acres of land.

THIS DESCRIPTION WAS PREPARED BASED ON A SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF KYLE A. KACAL, RPLS 6652, FILED UNDER JOB NO. 222108 IN THE OFFICES OF GBI PARTNERS.

GBI Partners
TBPLS Firm #10130300, 10194423
Ph: 281.499.4539
May 12, 2025


282.251 ACRES
LONGENBAUGH ROAD
(80' WIDE R.O.W.)
MORRISON ROAD
(CALL 60' WIDE R.O.W.)
F.M. 529
(120' WIDE R.O.W.)
VOL. 181, PG. 256, W.C.D.R.
P.O.B.
SET 5/8" I.R.
"GBI PARTNERS"
P.O.C.
FND. 1/2" I.P.
GRAPHIC SCALE
1" = 200'
Curve Table
Curve | Radius | Delta | Length | Chd Direction | Chd Length
C1 | 810.00' | 20°56'38" | 252.21' | S73°39'42"W | 250.81'
C2 | 610.00' | 20°08'01" | 214.38' | S89°04'00"W | 213.25'
Line Table
Line | Direction | Length
L1 | S18°08'00"W | 102.06'
ABBREVIATIONS
A.E. = AERIAL EASEMENT
C.I.R. = CAPPED IRON ROD
C.M.P. = CORRUGATED METAL PIPE
CO = CLEAN OUT
C.P.P. = CORRUGATED PLASTIC PIPE
C.P.P. = CONCRETE PIPE
ELEC. = ELECTRIC
ESMT. = EASEMENT
FND. = FOUND
FNC. = FENCE
H.C.C.F. = HARRIS COUNTY CLERK'S FILE
I.P. = IRON PIPE
I.R. = IRON ROD
I.E. = INGRESS EGRESS
O.P.R.R.P. = OFFICIAL PUBLIC RECORDS OF WALLER COUNTY
O.H. = OVERHEAD
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCING
R.C.P. = REINFORCED CONCRETE PIPE
S.S.M.H. = SANITARY SEWER MANHOLE
TYP. = TYPICAL
VOL. = VOLUME
W.C.D.R. = WALLER COUNTY DEED RECORDS
SYMBOLS
(UNLESS OTHERWISE NOTED)
= 1/2" S/B-INCH IRON ROD "GBI PARTNERS" CAP
= CABLE BOX
= CABLE MARKER
= ELECTRICAL BOX
= CLEAN-OUT
= POWER POLE
= SERVICE POLE
= GUY ANCHOR
= SIGN
= TELEPHONE PEDESTAL
= GAS VALVE
CALL 303.256 ACRES
JW ONE, LLC
H.C.C.F. №.-20?-130?19
CALL 354.14 ACRES
KATY PRAIRIE CONSERVANCY
VOL. 1509, PG. 224, O.P.R.R.P.
CALL 426.15 ACRES
CHARLES A. MONIE, KATHERINE LEA MONIE HOLMES, JOHN MILLS MONIE, AND KATHERINE LEE MONIE AND JOHN MILLS MONIE AS THE SUCCESSOR TRUSTEES OF THE KAREN ANN MONIE 1999 TRUST DATED SEPTEMBER 17, 1999
FILE NO. 1700081 O.P.R.W.C.
CALL 361.000 ACRES
358 JASEK FARMS INVESTMENTS LTD
FILE NO. 2408813, O.P.R.W.C.
CALL 576.411 ACRES
KENNETH E. JASEK AND JOANNA H. JASEK
H.C.C.F. NO. 20070058743
CALL 576.478 ACRES
VOL. 1366, PG. 688 O.P.R.W.C.
CALL 21.34 ACRES
HOUSTON ELECTRIC, LLC
FILE NO. 2208806, O.P.R.W.C.
CALL 18.478 ACRES
ROGER EARL HAIGH AND CLIFFORD HAIGH
H.C.C.F. №.-20?-13?495
CALL 374.701 ACRES
(PARCEL 4)
JW ONE, LLC
H.C.C.F. №.-20?-130?19
RESIDUE OF A
CALL 361.000 ACRES
358 JASEK FARMS INVESTMENTS LTD
FILE NO. 2408813, O.P.R.W.C.
PORTION OF A
CALL 576.411 ACRES
KENNETH E. JASEK AND JOANNA H. JASEK
H.C.C.F. NO. 20070058743
RESIDUE OF A
CALL 576.411 ACRES
KENNETH E. JASEK AND JOANNA H. JASEK
H.C.C.F. NO. 20070058743
RESIDUE OF A
CALL 21.34 ACRES
CENTERPOINT ENERGY
HOUSTON ELECTRIC, LLC
FILE NO. 2208806, O.P.R.W.C.
CALL 18.478 ACRES
ROGER EARL HAIGH
AND CLIFFORD HAIGH
H.C.C.F. №.-20?-13?495
J.R. GARRETT SURVEY, A-378
H.&T.C. R.R. COMPANY SURVEY
J.R. GARRETT SURVEY, A-378
H.&T.C. R.R. COMPANY SURVEY
J.R. GARRETT SURVEY, A-378
H.&T.C. R.R. COMPANY SURVEY
J.R. GARRETT SURVEY, A-378
H.&T.C. R.R. COMPANY SURVEY
J.R. GARRETT SURVEY, A-378
H.&T.C. R.R. COMPANY SURVEY
J.R. GARRETT SURVEY, A-378
H.&T.C. R.R. COMPANY SURVEY
N87°59'57"E 2,640.09'
N87°32'17"E 1,199.23'
N87°38'11"E 1,440.56'
N01°39'47"W 1,452.24'
N77°09'13"W 1,300.48'
S88°18'44"W 972.41'
N42°21'49"W 711.67'
S18°54'42"E 4,557.98'
N89°11'37"E 80.05'
S89°11'37"W 1,191.85'
N18°08'00"E 102.06'
L=222.97'
R=810.00'
Δ=20°56'38"
CHB=N07°39'42"E
CHD=221.73'
L=242.47'
R=590.00'
Δ=20°08'01"
CHB=N08°04'00"E
CHD=241.22'
S87°59'59"W 914.75'
N18°53'43"W 35.13'
S87°59'59"W 300.00'
S87°59'59"W 150.00'
S87°59'59"W 80.00'
N01°39'47"W 1,401.78'
N01°39'47"W 1,008.00'
N01°39'47"W 579.29'
N01°39'47"W 1,451.01'
N01°39'47"W 1,451.01'
N01°39'47"W 1,451.01

ENGINEERING SERVICES AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF WALLER §

THIS AGREEMENT is made and entered into by and between **WALLER COUNTY, TEXAS**, a public body corporate and politic of the State of Texas acting by and through the Waller County Commissioners Court (hereinafter referred to as "County"), and EHRA Engineering, hereinafter called the "Engineer" or "Company".

W I T N E S S E T H:

WHEREAS, the County proposes to hire the Engineer to perform design services to reconstrct Bartlett Road into a four lane boulevard from approximately Franz Road/Cane Island Parkway to Clay Road in Waller County, Texas, hereinafter called the "Project;"

WHEREAS, the Engineer has represented to the County that it is qualified and prepared to perform all of the services described in the Scope of Services, Appendices A, attached hereto and incorporated herein by reference as if copied herein verbatim (Scope of Services), and has submitted a proposal to provide professional engineering services for the Project;

WHEREAS, the County is satisfied that the Engineer is capable of performing the necessary services required for the Project and desires to contract with the Engineer to perform the services described in the Scope of Services;

WHEREAS, the provisions of Chapter 252, Texas Local Government Code, Competitive Bidding Law do not apply to the proposed agreement because the contract is for professional engineering services and the services were procured pursuant to Chapter 2254, Texas Government Code;

WHEREAS, the County has determined and found that it would be in the best interest of the County to delegate to LJA Engineering, Inc. ("LJA") supervisory and management authority over the Engineer; and

WHEREAS, the Engineer will control the methods and means in performing the work set out in the Scope of Services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. General

   a. In performing professional engineering services under this Agreement, the Engineer will function solely and exclusively for the benefit of the County and not for the benefit of the Engineer for the Project or any other party. All services rendered by the

Engineer under this Agreement shall be performed under the supervision of LJA. The Engineer shall render services in accordance with generally accepted professional standards of competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and use that degree of care and skill to comply with all applicable laws and regulations.

b. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all deliverable documents and services furnished by the Engineer under this Agreement. The Engineer shall, without additional compensation, correct or revise all errors and omissions in its documents. Reuse of the documents and deliverables for any purpose other than that for which such deliverables were originally prepared, or alteration of such documents or deliverables without the written verification or adaptation by Engineer for the specific purpose intended, shall be at County's risk. All title blocks and engineer's seal, if applicable, shall be noted and made according to Texas Administrative Code.

c. At the County's request, the Engineer will collaborate with LJA and County personnel to facilitate the implementation of a Project Database within the County's Electronic Document Management System. The Electronic Document Management System will provide electronic management that shall govern the distribution and file copies of all Project related correspondence, reports, plans, and technical data. The County and the Engineer will use this system to facilitate the effective electronic exchange of Project information and documents with members of the design team and other interested stakeholders.

d. The Engineer will collaborate with LJA and County personnel to facilitate the maintenance of the Project Database. Project files shall be entered into the database by the Engineer on a timely basis and made available by LJA and the County at all times for performance of daily Project activities. Other documents, including those used for legal review, audit requests/requirements, and open records request purposes, shall be entered by the County staff assisting the Engineer team. The Engineer shall also ensure that all Project files are appropriately entered into the database:

    1. At all critical milestones;
    2. At established periodic intervals; and
    3. Following completion of the work as a final Project record, including applicable record drawings.

e. County may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("County Data"). Engineer may reasonably and in good faith rely upon the accuracy of County Data provided by County or any third party designated by County. However, Engineer will not ignore the implications of information furnished to Engineer and shall make reasonable inquiries if County Data as furnished appears to be incorrect or incomplete. Engineer makes no representations or warranties as to the quality, accuracy, usefulness, or completeness of any Services to the extent Engineer relies on County Data. Engineer, its officers, directors, and employees shall have no liability

whatsoever with respect to the use of unreliable, inaccurate, or incomplete County Data.

2. Scope of Services

The services to be provided herein in regard to the Project are defined in Appendices A ("Scope of Services").

3. Compensation and Payment

a. The Engineer shall be entitled to payment of the lump sum amount of **$2,817,152.70** for services to perform the tasks delineated in Appendix A-1. Development of the plans for the Project will be the responsibility of the Engineer. The Engineer shall submit plans for County review at 30%, 60%, 90% and 100% completion, unless modified in writing by County. The County shall review and provide the Engineer comments to the submittals within 20 working days of receipt. The County will pay the Engineer commensurate to the plan submittal completion based upon the County's assessment. The Engineer will not receive further payment until the County is satisfied with the Engineer's responses to the review comments. The services necessary to perform the tasks delineated in Appendix A-2 shall be paid based on hourly rates and the County shall not be obligated to pay in excess of **$405,325.00** for the services described in Appendix A-2. The Engineer shall not be obligated to perform further services hereunder once the Scope of Services delineated in Appendices A-1 and A-2 have been performed.

(1) All hourly billing for the services defined in Appendix A-2 and any additional services not included in the Scope of Services under this Agreement, including changes in the contractual scope of work and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by the County, and will be reimbursed at the raw salary rates in effect at that time, times a multiplier as set forth below, to the extent that such direct salary costs and subcontracts are reasonable and necessary for the performance of such services. The reimbursable hourly raw salary rates cannot exceed those set forth in Appendix B. The Engineer shall also be entitled to expense reimbursement as set forth in Appendix B, provided that miscellaneous expenses, if any, may be reimbursed hereunder only when LJA determines that incurring such expenses is not required as part of the original Scope of Services and provides written approval of such expense in advance of it being incurred. Payment will be made on the basis of certified time and expense records and in accordance with those payment procedures set forth in subparagraph b., below. Billing rates will have a 3.00 multiplier on raw salary rates.

(2) Where Subconsultants are employed by the Engineer to perform additional services not within the original Scope of Services, the Engineer will be reimbursed for Subconsultants' salaries and hourly rates, including overtime rates, on the same basis as described for the Engineer's own personnel in subparagraph a. (1), of this Paragraph. Reimbursement to the Subconsultant for non-salary costs incurred by

Subconsultants will be on the same basis as if the costs were incurred by the Engineer. Total contract amounts shall include Subconsultant fees.

b. It is understood and agreed that monthly payments will be made to the Engineer by the County based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the fifteenth day of the month following completion of all services hereunder, the Engineer shall submit to the County the invoice electronically showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for additional services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the County Auditor). The fee, as determined by the methods described herein, includes out-of-pocket costs of Engineer for delivery services, parking, mileage at IRS rate and document printing. Travel expenses submitted for reimbursement must be incurred in accordance with County's travel policy. All expenses submitted by Engineer shall be subject to approval by County prior to reimbursement.

LJA shall review such invoices and approve them within ten (10) calendar days with such modifications as are consistent with this Agreement and forward same to the County Engineer, who will forward to the County Auditor. The County shall pay each such invoice as approved by the County Auditor within twenty (20) calendar days after the County Auditor's approval of same. Invoices are due and payable net 30 days from receipt.

c. It is expressly understood and agreed that the County has available the total maximum sum of **$3,222,477.70** as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement except for those certified available for this Agreement by the Waller County Auditor, as evidenced by the issuance of a purchase order by Waller County for the certified amount. Once the funds are expended for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement, the County shall have no further obligations nor shall the Engineer be required to perform further services hereunder.

4. Time of Performance

It is understood and agreed that time is of the essence for performance of the Engineer's services under this Agreement and services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

5. The County's Option to Terminate

a. The County has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing written notice of such intention to terminate and by

stating in said notice the "Termination Date." Upon such termination, the County shall compensate the Engineer in accordance with Paragraph 3., above, for those services that were provided under this Agreement prior to its termination and that have not been previously invoiced to the County. The Engineer's final invoice for said services will be presented to and paid by the County in the same manner set forth in Paragraph 3. b., above.

b. Termination of this Agreement and payment in settlement as described in subparagraph a. of this Paragraph shall extinguish all rights, duties, obligations, and liabilities of the County and the Engineer under this Agreement and this Agreement shall be of no further force and effect; provided, however, such termination shall not act to release the Engineer from liability for any previous default either under this Agreement or under any standard of conduct set by law. No termination of this Agreement shall have the effect of terminating the Engineer's obligations under Sections 7 (Delays and Damages), 8 (Inspection of the Engineer's Books and Records), 12 (Appearance as Witness), or 15 (Indemnification).

c. If the County shall terminate this Agreement as provided in this Paragraph, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.

d. The County's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the County by virtue of this Agreement or otherwise. Failure of the County to exercise any of its rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by law.

e. Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the County upon the Engineer's receipt of termination payment when and if this Agreement is terminated.

6. Source of Fee Payments

The County intends to pay for design and construction with the proceeds from the sale and issuance of bonds. It is expressly acknowledged that all payments owing for Engineering services performed under this Agreement shall be made solely from this source of funds for financing design and construction of the Project. The County shall be under no liability under this Agreement to make payment to the Engineer from any other source. In addition, the County reserves the right, at its sole discretion, at any time prior to issuance by the County of the written notice to proceed, to terminate this Agreement and in the event of such termination, the Engineer shall not be entitled to any payment, nor have any claim for compensation or damages resulting from such cancellation. In no event shall the liability of the County under this Agreement exceed the amount hereunder certified as available by the County Auditor.

7. Delays and Damages

Except as otherwise provided herein, the Engineer agrees that no other charges or claims for damage shall be made by it against the County for any delays or hindrances occurring during the progress of the Engineer in providing to the County the services specified in this Agreement.

8. Inspection of the Engineer's Books and Records

County shall have the right, during normal business hours, to inspect, copy and audit at any time, and from time to time, all of Engineer's files, books, records, costs, and expenses pertaining to the Program. The County will conduct an audit on an annual basis, or more frequently at its sole discretion. If County elects to audit Engineer's files, books, records, costs, and expenses pertaining to the Program, and the audit discloses a discrepancy of one percent (1%) or more from the payment applications or invoices, then, in addition to repaying County all sums owing, Engineer shall pay the cost of the audit. Any such audit or examination may be undertaken by County or its contracted representative at reasonable times during normal business hours and in conformance with generally accepted auditing standards upon five (5) business days' notice to Engineer.

9. Personnel, Equipment, and Material

a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of LJA, to perform the services when and as required and without delays. It is understood that LJA will approve assignment and release of all key engineering personnel and that the Engineer shall submit written notification of all key engineering personnel changes monthly for LJA's approval prior to the implementation of such changes. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.

b. All employees of the Engineer or Subconsultants hired by the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer or Subconsultant of the Engineer who, in the opinion of LJA, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of LJA, immediately be removed from association with the Project.

c. Except as otherwise specified, the Engineer shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

10. Subletting

The Engineer shall not sublet, assign, or transfer all or any part of the services in this Agreement without the prior written approval of the County. Even in the case of a permitted sublet, Engineer shall remain responsible under this Agreement for the work.

11. Conferences

At the request of LJA, the Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of LJA, or at the site of the Project. LJA and the County are permitted to inspect the Engineer site Project offices.

12. Appearance as Witness

If requested by the County, or on its behalf, the Engineer shall prepare such engineering exhibits and plats as may be requested for all hearings and trials related to the Project and, further, it shall prepare for and appear at conferences and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project. Compensation for trial preparation and appearance by the Engineer in courts regarding litigation matters will be made in accordance with the provisions of Paragraph 3. a. (1), above.

13. Compliance with Laws

The Engineer shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees specified above.

The Engineer shall strictly comply with Section 2251.022 Texas Government Code, and shall require that its Subconsultants fully comply with Section 2251.023 Texas Government Code.

14. Insurance

The Engineer shall obtain, keep and maintain any and all insurance that may be required by law or that may be required by any agreement the County has with any other party concerning the Project as contained in Attachment C.

15. Indemnification

TO THE EXTENT ALLOWED BY LAW, THE ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, AND AGENTS FROM LIABILITY, LOSSES, EXPENSES, DEMANDS, REASONABLE ATTORNEYS' FEES, AND CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE TO THE EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OF THE ENGINEER (INCLUDING THE ENGINEER'S AGENTS, EMPLOYEES, VOLUNTEERS, AND SUBCONSULTANTS/CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL) IN THE

PERFORMANCE OF THE SERVICES DEFINED IN THIS AGREEMENT. THE ENGINEER SHALL ALSO SAVE THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, IN PROPORTION TO THE ENGINEER'S LIABILITY, THAT MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SUCH CLAIMS OR LIABILITIES.

16. Delivery of Notices, Etc.

a. All routine written notices, invoices, change orders, etc. are to be delivered to the County Engineer J. Ross McCall, P.E., 775 Business US 290 East, Hempstead, TX 77445, or at such other place or places as the County may designate by written notice delivered to the Engineer.

All formal notices and demands under this Agreement shall be delivered to the Waller County Judge, Attention: Carbett "Trey" J. Duhon III, 425 FM 1488, Hempstead, TX 77445.

b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to Hasan Syed, EHRA Engineering, 10011 Meadowglen Ln, Houston, TX 77042, or at such other place or places as the Engineer may designate by written notice delivered to the County.

17. Reports of Accidents, Etc.

Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.

18. The County's Acts

Anything to be done under this Agreement by the County may be done by such persons, corporations, or firms as the County may designate.

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the County under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by the Act creating the County and permitted by the laws and the Constitution of the State of Texas.

20. Captions Not a Part Hereof

The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof but are only labels to assist in locating and reading the provisions hereof.

21. Controlling Law, Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. This Agreement shall be performed entirely in Waller County, Texas and the parties hereto acknowledge that venue is proper in Waller County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

22. Successors and Assigns

The County and the Engineer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

23. Independent Engineer

Notwithstanding any provision of this Agreement, the Engineer shall at all times act as an independent Engineer, and not as an employee of the County, and the Engineer shall be responsible for the means and methods employed in performing services hereunder.

24. Certificate of Interested Parties (Form 1295)

Texas law requires all parties who enter into any contract with the County that must be approved by Commissioners Court to disclose all Interested Parties. Texas Ethics Commission Form 1295 must be completed in its entirety. If changes to this Form are necessary during this Agreement, the Engineer will notify and send the County an updated and complete version.

25. Additional Statutory Requirements. Certain State Law Requirements for Contracts. For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Engineer hereby verifies that Engineer and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

b. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Engineer does not boycott Israel and is authorized to agree in such

contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

c. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Engineer does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

d. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

BY ACCEPTANCE OF AGREEMENT, ENGINEER ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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IN WITNESS WHEREOF, County and Engineer have caused their respective duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first above written.

COUNTY:

WALLER COUNTY

Signed by:
Judge Trey Duhon
BE3A013180A34...

Carbett "Trey" J. Duhon III, County Judge

4/4/2025

Date

ENGINEER:

EHRA Engineering

Signed by:
Hasan Syed
Hasan Syed

4/2/2025

Date

ATTEST:

Signed by:
Debbie Hollan
82929F8732534C5...

Debbie Hollan, County Clerk

Approved:

DocuSigned by:
J. Ross McCall
FB37A5230EA6465...

J. Ross McCall, P.E., County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed $3,253,082.70 to accomplish and pay the obligation of Waller County in the foregoing matter.

Signed by:
Alan R. Younts
04492D8491A34FC...

Alan R. Younts, County Auditor

APPENDIX A-1
Scope of Services (Lump Sum)

Scope of Services
Bartlett Road Segments 1 & 2

The proposed improvements include the design of a 4-lane roadway for 1.83 miles on Bartlett Road from current ending of Cane Island Parkway to Clay Road. The Project will be split into 2 plan sets at Morton Road.

Work not specifically listed below will be provided by others.

1. **General**
   - The Engineer will collect all available land plans, existing as-built plans, drainage studies, survey data, and all other data pertaining to the design of the project.
   - (Pape-Dawson) The Engineer will collect utility owner information, record drawings, easements and all other data pertaining to the utilities located within the project limits.
   - (Pape-Dawson) Attend utility coordination meetings with the County, their consultants, and other stakeholders as required to present a status report on the status of utilities.
   - (Pape-Dawson) All utility permits/agreements will be provided by the Program Manager. The Engineer will assist with exhibits needed for permits/agreements.
   - Attend periodic progress meetings with the County, their consultants, and other stakeholders as required to present a status report on design development.
   - The engineer shall coordinate with the governing drainage district and water authorities.
   - The engineer shall coordinate with local permitting agencies.
   - The engineer shall coordinate with existing and future development.
   - (Pape-Dawson) The Engineer shall coordinate with utilities, pipelines, LIDS, HOAs, POAs, and MUDs, to analyze impacts and obtain Letters of No Objections (LONOs) or have utilities relocate to be completed by the Program Manager. Engineer to assist with exhibits needed for coordination
   - The Engineer shall perform QA/QC at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-up of that deliverable. A milestone submittal is not considered complete unless the associated internal red-line mark-ups are submitted.
   - The Engineer shall coordinate all subconsultant activity to include quality of and consistency of plans and administration of the invoices and monthly progress reports.
   - The Engineer shall develop a detailed project schedule and prepare invoicing and progress reports for each month.

- County projects will follow the Waller County criteria/design manual dated September 2024 unless otherwise noted.

2. **Preliminary Engineering**

- (Weisser) Perform detailed field survey for the detailed design phase.
    - Survey Control
    - Existing Right of Way Mapping
    - Topographic Surveying
    - Soil Boring Locations
        - Field Locate Soil Borings performed by others.
    - Level "A" and "B" SUE
        - Locate SUE marks performed by others.

- (Pape-Dawson) Provide a utility contact list and existing utility layout map based on record drawings.

- (Pape-Dawson) Provide survey to pick-up all SUE field markings.

- (Tetra Tech) Perform geotechnical evaluation for pavement or structural design in the final design phase.
    - Field Exploration
        - 22 Roadway borings at a depth of 10 feet
        - 8 Detention Pond borings at a depth of 20 feet
    - Laboratory Testing
    - Geotechnical Report

- (Consor) Perform an environmental constraints evaluation and identify any required approvals to proceed to the final design phase.

- Present a schematic roll plot for each alternative (maximum 2) with horizontal and vertical alignments.

- Evaluate intersections for sight triangles and analyze need for Unobstructed Visibility Easements (UVE).

- Evaluate ROW requirements for roadway based on preliminary cross sections.

- (Pape-Dawson) Perform a review of the utilities along the corridor and provide a utility conflict list which includes all correspondence with utility companies to the Program Manager. Engineer to provide exhibits and assist with relocation coordination, as needed.

- Provide Signal Warrant analysis.
    - Clay Road at Bartlett Road
    - Morton Road at Bartlett Road

- Perform a Drainage Analysis and Drainage Report

- Provide updated construction cost estimates based on the preliminary design.
- Provide Preliminary Engineering Report (PER, draft and final).
    - Utility information provided by Pape-Dawson.
- Attend PER meeting at Waller County facility.
- (Weisser) Provide M&Bs for ROW taking after design is finalized at PER meeting.
    - Control and Right-of-Way Staking (3 separate times)
    - Parcel Surveys/Prepare metes and bounds descriptions and parcel plats (1 time staking of parcel corners)

3. **Final Design**

- Construction drawings will be prepared on 11"x17" sheets.
- (Pape-Dawson) Provide an updated utility conflict matrix.
- (Pape-Dawson) Assist Program Manager in obtaining LONOs from utilities or Assist Program Manager with coordination for utilities to be relocated prior to bidding. Assist with relocation status report.
- Obtain final permitting approvals from all agencies prior to bidding.
- (Consor) Obtain environmental permit approvals prior to project bidding. (If needed, this will be included in a supplemental scope of work).
- Prepare project title sheet and index sheet
- Prepare horizontal alignment data
- Prepare typical sections
- Prepare roadway plan and profile sheets to include existing topo
- Prepare Earthwork cross sections (including proposed roadway section) based on survey information. Includes slopes and critical elevations on proposed roadway section.
- Prepare storm sewer plan and profiles with hydrologic and hydraulic data.
- Prepare culvert layouts sheets with hydrologic and hydraulic data.
- Prepare drainage and roadway details.
- Prepare drainage area maps.
- Prepare signing and striping details.

Scope of Services
Bartlett Road Segments 1 & 2

- Prepare signalization details (Clay Road at Bartlett Road and Morton Road at Bartlett Road)
- Prepare traffic control plans.
- Prepare erosion control details.
- Other Miscellaneous items. Prepare survey control maps (Weisser), driveway details, intersection layout details.
- Include construction standards.
- Provide updated construction cost estimates based on the final design.
- Prepare the complete package for letting including project manual with general notes, specification list, summary of work, utility adjustment summary, geotechnical report (if applicable) and bid form.

4. **Optional Additional Services**

- (Pape-Dawson) Perform detailed SUE QL A-D for the detailed design phase, as required for conflict analysis.
- (AKV) Prepare air bridge or Zero load slab details for projects crossing pipelines (10 active and 6 abandoned pipelines). (Optional Additional Services)

Scope of Services
Bartlett Road Segments 1 & 2

5. **Construction/Bid Phase Services (Hourly)**

- Provide administrative documents.
- Attend pre-bid meeting
- Respond to questions from bidders.
- Attend preconstruction meeting
- Attend field meetings and make visits to site
- Calculate quantities and assist the County engineer in preparing change orders
- Review and approval of shop drawings
- Review and approval of forming details
- Respond to requests for information (RFIs)
- Answer general questions
- Provide record drawings.

BARTLETT ROAD DESIGN FEE SUMMARY		
TOTAL CONTRACT AMOUNT		**$3,222,477.70**
DESIGN		**$2,817,152.70**
Prime	EHRA	**$2,383,385.00**
Segment 1		$1,282,110.00
Segment 2		$1,101,275.00
Geotechnical	TetraTech	**$133,201.70**
Segment 1		$63,149.70
Segment 2		$70,052.00
Survey	Weisser	**$211,590.00**
Environmental	Consor	**$18,866.00**
Structural	AKV	-
SUE	Pape-Dawson	**$70,110.00**
CONSTRUCTION (HOURLY)		**$199,110.00**
Prime	EHRA	**$182,390.00**
Segment 1		$91,195.00
Segment 2		$91,195.00
Geotechnical	TetraTech	
Segment 1		
Segment 2		
Survey	Weisser	
Environmental	Consor	
Structural	AKV	**$16,720.00**
SUE	Pape-Dawson	
OPTIONAL ADDITIONAL		**$206,215.00**
Prime	EHRA	
Segment 1		
Segment 2		
Geotechnical	TetraTech	
Segment 1		
Segment 2		
Survey	Weisser	
Environmental	Consor	
Structural	AKV	**$100,515.00**
SUE	Pape-Dawson	**$105,700.00**

BARTLETT ROAD SEGMENT 1 PRIME FEE SCHEDULE (4,300 LF)

TASK DESCRIPTION	PRACTICE AREA LEADER	SR. PROJ. MANAGER	PROJ. MANAGER	ASST. PROJ. MANAGER	ENGINEER III	ENGINEER II	SR. DESIGN CAD TECH	CAD TECH III	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT	SUBTOTALS BY LINE ITEM	SUBTOTALS BY TASK
GENERAL															
DATA COLLECTION	9	18		40		40				107	NA	NA	NA	$ 20,265.00	$ 226,335.00
PROJECT MEETINGS (20 (1 HR LONG) VIRTUAL PROGRESS MEETINGS & 4 (1 HR LONG) VIRTUAL REVIEW MEETINGS)	24	24		24		24				96	NA	NA	NA	$ 20,640.00	
COORDINATION WITH LOCAL AGENCIES	40	60		80		100				280	NA	NA	NA	$ 55,400.00	
PROJECT ADMINISTRATION	24	60		60					80	224	NA	NA	NA	$ 41,200.00	
SUE COORDINATION	9	18		60		60				147	NA	NA	NA	$ 26,865.00	
SURVEY COORDINATION	9	18		60		60				147	NA	NA	NA	$ 26,865.00	
GEOTECH COORDINATION	9	9		27		27				72	NA	NA	NA	$ 13,680.00	
STRUCTURAL COORDINATION	9	9		18		18				54	NA	NA	NA	$ 10,710.00	
ENVIRONMENTAL COORDINATION	9	9		18		18				54	NA	NA	NA	$ 10,710.00	
PRELIMINARY ENGINEERING										0	NA	NA	NA	$ -	$ 321,385.00
ENVIRONMENTAL CONTRAINTS EVALUATION	3	9		18		18				48	NA	NA	NA	$ 9,060.00	
PREPARE SCHEMATIC ROLL PLOT	27	40		60		80	100	120		427	NA	NA	NA	$ 71,225.00	
EVALUTE INTERSECTION SIGHT TRIANGLES	1	2		6		9				18	NA	NA	NA	$ 3,170.00	
EVALUATE ROW REQUIREMENTS	3	9		24		40				76	NA	NA	NA	$ 13,200.00	
EVALUATE UTILITY CONSTRAINTS	3	9		36		40				88	NA	NA	NA	$ 15,540.00	
SIGNAL WARRANT ANALYSIS - MORTON ROAD AT BARTLETT ROAD										0	NA	NA	NA		
FIELD VISIT AND TRAFFIC DATA COLLECTION	5		5			5								$ 3,125.00	
TRAFFIC VOLUME ESTIMATION	2		4			20								$ 4,110.00	
WARRANT ANALYSIS	4		12			25								$ 7,055.00	
WARRANT REPORT PREPARATION	4		10			30		6						$ 8,080.00	
DRAINAGE ANALYSIS (SEGEMENTS 1 & 2)	30		60	80	160		120			450	NA	NA	NA	$ 79,350.00	
DRAINAGE REPORT (SEGMENTS 1 & 2)	9		9	20	60		20			118	NA	NA	NA	$ 20,410.00	
CONSTRUCTION COST ESTIMATES	2	3		9		18				32	NA	NA	NA	$ 5,500.00	
PREPARATION OF PER	40	80		120		160				400	NA	NA	NA	$ 76,400.00	
PRE-PER & PER MEETINGS	6	6		6		6				24	NA	NA	NA	$ 5,160.00	
FINAL DESIGN (70%, 95%, 100%)										0	NA	NA	NA	$ -	$ 722,055.00
COVER SHEET	1	1		2		3	3	3		13	SHEETS	1	13	$ 2,180.00	
INDEX OF SHEETS	1	2		3		3	6	9		24	SHEETS	1	24	$ 3,875.00	
GENERAL NOTES SHEETS	1	2		2		3	6	6		20	SHEETS	1	20	$ 3,290.00	
EXISTING TYPICAL SECTIONS	1	2		2		3	6	6		20	SHEETS	1	20	$ 3,290.00	
PROPOSED TYPICAL SECTIONS	1	2		6		6	9	18		42	SHEETS	2	21	$ 6,500.00	
PROJECT LAYOUT SHEET (100 SCALE)	1	2		9		27	36	60		135	SHEETS	6	23	$ 19,565.00	
HORIZONTAL ALIGNMENT DATA	1	2		3		3	6	6		21	SHEETS	1	21	$ 3,485.00	
ROADWAY PLAN & PROFILE SHEETS (40 SCALE)	27	40		60		80	120	160		487	SHEETS	13	37	$ 79,525.00	
OFFSITE STORM SEWER PLAN AND PROFILES (40 SCALE)	9	18		40		60	80	120		327	SHEETS	10	33	$ 50,965.00	
DETENTION POND LAYOUTS AND DETAILS	3	18		24		36	60	80		221	SHEETS	4	55	$ 34,655.00	
CULVERT LAYOUT SHEETS (2 CROSSINGS)	2	4		6		24	40	60		136	SHEETS	2	68	$ 19,980.00	
INTERSECTION PLAN & PROFILE (2 INTERSECTIONS)	2	4		6		24	40	60		136	SHEETS	2	68	$ 19,980.00	
DRAINAGE OVERALL AREA MAP	2	6		9		36	40	80		173	SHEETS	6	29	$ 25,295.00	
DRAINAGE SUBAREA MAPS (50 SCALE DOUBLE BANK)	2	6		24		36	60	100		228	SHEETS	6	38	$ 33,920.00	
TCP LAYOUTS (50 SCALE DOUBLE BANK)	3	27		60		100	140	160		490	SHEETS	17	29	$ 75,410.00	
SIGNAL PLANS - MORTON ROAD AT BARTLETT ROAD															
SUMMARY OF QUANTITIES	3		9			18	6			36	SHEETS	1	36	$ 6,120.00	
TRAFFIC SIGNAL NOTES	3		6				9			18	SHEETS	1	18	$ 3,510.00	
EXISTING CONDITIONS LAYOUT	3		6			9	27			45	SHEETS	1	45	$ 7,515.00	
PROPOSED SIGNAL LAYOUT	9		27			80	160			276	SHEETS	3	92	$ 43,880.00	
CENTERPOINT SOL REQUEST AND COORDINATION	3		9							12	NA	NA	NA	$ 2,760.00	
STANDARD DETAILS	3		3			6		9		21	SHEETS	10	2	$ 3,450.00	
SIGNING AND STRIPING LAYOUTS (50 SCALE)	2	6		40		60	80	100		288	SHEETS	12	24	$ 43,380.00	
SWPP LAYOUTS (50 SCALE DOUBLE BANK)	1	2		9		18	27	40		97	SHEETS	6	16	$ 14,355.00	
ROADWAY DETAILS	1	2		3		3	9	9		27	SHEETS	20	1	$ 4,340.00	
DRIVEWAY SCHEDULE & DETAILS	1	2		9		9	12	18		51	SHEETS	1	51	$ 7,955.00	
DRAINAGE DETAILS	1	2		3		3	9	9		27	SHEETS	10	3	$ 4,340.00	
SIGNING AND STRIPING DETAILS	1	2		3		3	9	9		27	SHEETS	5	5	$ 4,340.00	
STORM WATER POLLUTION PREVENTION DETAILS	1	2		3		3	9	9		27	SHEETS	5	5	$ 4,340.00	
PROJECT SIGN	1	2		2		2	3	3		13	SHEETS	1	13	$ 2,300.00	

BARTLETT ROAD SEGMENT 1 PRIME FEE SCHEDULE (4,300 LF)

EARTHWORK/DESIGN CROSS SECTIONS (EVERY 100')	2	40		60		100	120	140		462	SHEETS	15	31	$ 72,750.00	
PREPARATION OF STANDARDS	3	9		18		40	40	40		150	NA	NA	NA	$ 23,430.00	
DETAILED CONSTRUCTION COST ESTIMATE	3	18		80		80				181	NA	NA	NA	$ 31,815.00	
PRODUCE PROJECT MANUAL	3	18		60		80				161	NA	NA	NA	$ 27,915.00	
KMZ FILE OF CURRENT DESIGN WITH PROPOSED RIGHT OF WAY	1	2		9		9				21	NA	NA	NA	$ 3,755.00	
RESPONSES TO 70% & 95% Comments	3	9		60		60				132	NA	NA	NA	$ 22,920.00	
CONSTRUCTION TIME DETERMINATION	1	2		9		18				30	NA	NA	NA	$ 4,970.00	
CONSTRUCTABILITY REVIEW (70%, 95%, 100%)	9	18		18						45	NA	NA	NA		
CONSTRUCTION PHASE SERVICES (HOURLY)										0	NA	NA	NA	$ -	$ 91,195.00
ADMINSTRATIVE DOCUMENTS	1	2		6		9			18	36	NA	NA	NA	$ 4,880.00	
ATTEND PRE-BID MEETING	3	3		3		3				12	NA	NA	NA	$ 2,580.00	
RESPOND TO QUESTIONS	1	2		6		9				18	NA	NA	NA	$ 3,170.00	
PRECONSTRUCTION MEETING	3	3		3		3				12	NA	NA	NA	$ 2,580.00	
ATTEND FIELD MEETINGS AND SITE VISITS	9	40		40		40				129	NA	NA	NA	$ 25,875.00	
PREPARATION OF CHANGE ORDERS	1	2		9		18				30	NA	NA	NA	$ 4,970.00	
REVIEW AND APPROVE SHOP DRAWINGS	3	9		36		40				88	NA	NA	NA	$ 15,540.00	
REVIEW AND APPROVE FORMING DETAILS	1	2		9		18				30	NA	NA	NA	$ 4,970.00	
RESPOND TO RFIS	9	18		27		27				81	NA	NA	NA	$ 15,975.00	
ANSWER GENERAL QUESTIONS	3	6		6		9				24	NA	NA	NA	$ 4,740.00	
PROVIDE RECORD DRAWINGS	1	2		3		6	9	18		39	NA	NA	NA	$ 5,915.00	
HOURS SUB-TOTALS	431	744	160	1,556	220	2,025	1,421	1,458	98	8,113		164			
CONTRACT RATE PER HOUR	$275.00	$255.00	$215.00	$195.00	$150.00	$135.00	$155.00	$130.00	$95.00			# OF SHEETS			
TOTAL LABOR COSTS	$118,525.00	$189,720.00	$34,400.00	$303,420.00	$33,000.00	$273,375.00	$220,255.00	$189,540.00	$9,310.00	$1,371,545.00					
LABOR SUBTOTAL										**$1,371,545.00**				$ 1,360,970.00	

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage	1,000	mile	$0.700	or Current Approved IRS Rate						$700.00
Overnight mail - letter size	4	each	$40.00							$160.00
Overnight mail - oversized box		each								$0.00
Photocopies B/W (8.5 x 11)	500	each	$0.20							$100.00
Photocopies B/W (11 x 17)	2,000	each	$0.40							$800.00
SUBTOTAL DIRECT EXPENSES										**$1,760.00**

SUMMARY	
TOTAL LABOR COSTS	$1,371,545.00
OTHER DIRECT EXPENSES	$1,760.00
TOTAL	**$1,373,305.00**

2/13/2025

BARTLETT ROAD SEGMENT 2 PRIME FEE SCHEDULE (5,400 LF)

TASK DESCRIPTION	PRACTICE AREA LEADER	SR. PROJ. MANAGER	PROJ. MANAGER	ASST. PROJ. MANAGER	ENGINEER III	ENGINEER II	SR. DESIGN CAD TECH	CAD TECH III	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT	SUBTOTALS BY LINE ITEM	SUBTOTALS BY TASK
GENERAL															
DATA COLLECTION	9	18		40		40				107	NA	NA	NA	$ 20,265.00	$ 219,735.00
PROJECT MEETINGS (20 (1 HR LONG) VIRTUAL PROGRESS MEETINGS & 4 (1 HR LONG) VIRTUAL REVIEW MEETINGS)	24	24		24		24				96	NA	NA	NA	$ 20,640.00	
COORDINATION WITH LOCAL AGENCIES	40	60		80		100				280	NA	NA	NA	$ 55,400.00	
PROJECT ADMINISTRATION	24	60		60					80	224	NA	NA	NA	$ 41,200.00	
SUE COORDINATION	9	18		60		60				147	NA	NA	NA	$ 26,865.00	
SURVEY COORDINATION	9	18		40		40				107	NA	NA	NA	$ 20,265.00	
GEOTECH COORDINATION	9	9		27		27				72	NA	NA	NA	$ 13,680.00	
STRUCTURAL COORDINATION	9	9		18		18				54	NA	NA	NA	$ 10,710.00	
ENVIRONMENTAL COORDINATION	9	9		18		18				54	NA	NA	NA	$ 10,710.00	
PRELIMINARY ENGINEERING										0	NA	NA	NA	$ -	$ 221,625.00
ENVIRONMENTAL CONTRAINTS EVALUATION	3	9		18		18				48	NA	NA	NA	$ 9,060.00	
PREPARE SCHEMATIC ROLL PLOT	27	40		60		80	100	120		427	NA	NA	NA	$ 71,225.00	
EVALUTE INTERSECTION SIGHT TRIANGLES	1	2		6		9				18	NA	NA	NA	$ 3,170.00	
EVALUATE ROW REQUIREMENTS	3	9		24		40				76	NA	NA	NA	$ 13,200.00	
EVALUATE UTILITY CONSTRAINTS	3	9		36		40				88	NA	NA	NA	$ 15,540.00	
SIGNAL WARRANT ANALYSIS - CLAY ROAD AT BARTLETT ROAD										0	NA	NA	NA	$ -	
FIELD VISIT AND TRAFFIC DATA COLLECTION	5		5			5								$ 3,125.00	
TRAFFIC VOLUME ESTIMATION	2		4			20								$ 4,110.00	
WARRANT ANALYSIS	4		12			25								$ 7,055.00	
WARRANT REPORT PREPARATION	4		10			30		6						$ 8,080.00	
CONSTRUCTION COST ESTIMATES	2	3		9		18				32	NA	NA	NA	$ 5,500.00	
PREPARATION OF PER	40	80		120		160				400	NA	NA	NA	$ 76,400.00	
PRE-PER & PER MEETINGS	6	6		6		6				24	NA	NA	NA	$ 5,160.00	
FINAL DESIGN (70%, 95%, 100%)										0	NA	NA	NA	$ -	$ 647,580.00
COVER SHEET	1	1		2		3	3	3		13	SHEETS	1	13	$ 2,180.00	
INDEX OF SHEETS	1	2		3		3	6	9		24	SHEETS	1	24	$ 3,875.00	
GENERAL NOTES SHEETS	1	2		2		3	6	6		20	SHEETS	1	20	$ 3,290.00	
EXISTING TYPICAL SECTIONS	1	2		2		3	6	6		20	SHEETS	1	20	$ 3,290.00	
PROPOSED TYPICAL SECTIONS	1	2		6		6	9	18		42	SHEETS	2	21	$ 6,500.00	
PROJECT LAYOUT SHEET (100 SCALE)	1	2		9		27	36	60		135	SHEETS	6	23	$ 19,565.00	
HORIZONTAL ALIGNMENT DATA	1	2		3		3	6	6		21	SHEETS	1	21	$ 3,485.00	
ROADWAY PLAN & PROFILE SHEETS (40 SCALE)	27	40		80		100	160	160		567	SHEETS	15	38	$ 92,325.00	
INTERSECTION PLAN & PROFILE (1 INTERSECTION)	1	2		2		12	18	36		71	SHEETS	1	71	$ 10,265.00	
DRAINAGE OVERALL AREA MAP	2	6		9		36	40	80		173	SHEETS	6	29	$ 25,295.00	
DRAINAGE SUBAREA MAPS (50 SCALE DOUBLE BANK)	2	6		24		36	60	100		228	SHEETS	6	38	$ 33,920.00	
TCP LAYOUTS (50 SCALE DOUBLE BANK)	3	40		100		120	140	160		563	SHEETS	20	28	$ 89,225.00	
SIGNAL PLANS - CLAY ROAD AT BARTLETT ROAD														$ -	
SUMMARY OF QUANTITIES	3		9			18	6			36	SHEETS	1	36	$ 6,120.00	
TRAFFIC SIGNAL NOTES	3		6				9			18	SHEETS	1	18	$ 3,510.00	
EXISTING CONDITIONS LAYOUT	3		6			9	27			45	SHEETS	1	45	$ 7,515.00	
PROPOSED SIGNAL LAYOUT (3 SHEETS)	9		27			80	160			276	SHEETS	3	92	$ 43,880.00	
CENTERPOINT SOL REQUEST AND COORDINATION	3		9								NA	NA	NA	$ 2,760.00	
STANDARD DETAILS	3		3			6		9		21	SHEETS	10	2	$ 3,450.00	
SIGNING AND STRIPING LAYOUTS (50 SCALE)	2	6		40		60	80	100		288	SHEETS	12	24	$ 43,380.00	
SWPP LAYOUTS (50 SCALE DOUBLE BANK)	1	2		9		18	27	40		97	SHEETS	6	16	$ 14,355.00	
ROADWAY DETAILS	1	2		3		3	9	9		27	SHEETS	20	1	$ 4,340.00	
DRIVEWAY SCHEDULE & DETAILS	1	2		9		9	12	18		51	SHEETS	1	51	$ 7,955.00	
DRAINAGE DETAILS	1	2		3		3	9	9		27	SHEETS	10	3	$ 4,340.00	
SIGNING AND STRIPING DETAILS	1	2		3		3	9	9		27	SHEETS	5	5	$ 4,340.00	
STORM WATER POLLUTION PREVENTION DETAILS	1	2		3		3	9	9		27	SHEETS	5	5	$ 4,340.00	
PROJECT SIGN	1	2		2		2	3	3		13	SHEETS	1	13	$ 2,300.00	
EARTHWORK/DESIGN CROSS SECTIONS (EVERY 100')	9	40		80		120	140	160		549	SHEETS	18	31	$ 86,975.00	
PREPARATION OF STANDARDS	3	9		18		40	40	40		150	NA	NA	NA	$ 23,430.00	
DETAILED CONSTRUCTION COST ESTIMATE	3	18		80		80				181	NA	NA	NA	$ 31,815.00	
PRODUCE PROJECT MANUAL	3	18		60		80				161	NA	NA	NA	$ 27,915.00	
KMZ FILE OF CURRENT DESIGN WITH PROPOSED RIGHT OF WAY	1	2		9		9				21	NA	NA	NA	$ 3,755.00	

BARTLETT ROAD SEGMENT 2 PRIME FEE SCHEDULE (5,400 LF)

RESPONSES TO 70% & 95% Comments	3	9		60		60				132	NA	NA	NA	$ 22,920.00	
CONSTRUCTION TIME DETERMINATION	1	2		9		18				30	NA	NA	NA	$ 4,970.00	
CONSTRUCTABILITY REVIEW (70%, 95%, 100%)	9	18		18						45	NA	NA	NA		
CONSTRUCTION PHASE SERVICES (HOURLY)										0	NA	NA	NA	$ -	$ 91,195.00
ADMINSTRATIVE DOCUMENTS	1	2		6		9			18	36	NA	NA	NA	$ 4,880.00	
ATTEND PRE-BID MEETING	3	3		3		3				12	NA	NA	NA	$ 2,580.00	
RESPOND TO QUESTIONS	1	2		6		9				18	NA	NA	NA	$ 3,170.00	
PRECONSTRUCTION MEETING	3	3		3		3				12	NA	NA	NA	$ 2,580.00	
ATTEND FIELD MEETINGS AND SITE VISITS	9	40		40		40				129	NA	NA	NA	$ 25,875.00	
PREPARATION OF CHANGE ORDERS	1	2		9		18				30	NA	NA	NA	$ 4,970.00	
REVIEW AND APPROVE SHOP DRAWINGS	3	9		36		40				88	NA	NA	NA	$ 15,540.00	
REVIEW AND APPROVE FORMING DETAILS	1	2		9		18				30	NA	NA	NA	$ 4,970.00	
RESPOND TO RFIS	9	18		27		27				81	NA	NA	NA	$ 15,975.00	
ANSWER GENERAL QUESTIONS	3	6		6		9				24	NA	NA	NA	$ 4,740.00	
PROVIDE RECORD DRAWINGS	1	2		3		6	9	18		39	NA	NA	NA	$ 5,915.00	
HOURS SUB-TOTALS	384	715	91	1,442	0	1,933	1,139	1,194	98	6,996		171			
CONTRACT RATE PER HOUR	$275.00	$255.00	$215.00	$195.00	$150.00	$135.00	$155.00	$130.00	$95.00			# OF SHEETS			
TOTAL LABOR COSTS	$105,600.00	$182,325.00	$19,565.00	$281,190.00	$0.00	$260,955.00	$176,545.00	$155,220.00	$9,310.00	$1,190,710.00					
LABOR SUBTOTAL										**$1,190,710.00**				$ 1,180,135.00	

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage	1,000	mile	$0.700	or Current Approved IRS Rate						$700.00
Overnight mail - letter size	4	each	$40.00							$160.00
Overnight mail - oversized box		each								$0.00
Photocopies B/W (8.5 x 11)	500	each	$0.20							$100.00
Photocopies B/W (11 x 17)	2,000	each	$0.40							$800.00
SUBTOTAL DIRECT EXPENSES										**$1,760.00**

SUMMARY	
TOTAL LABOR COSTS	$1,190,710.00
OTHER DIRECT EXPENSES	$1,760.00
TOTAL	**$1,192,470.00**

GEOTECHNICAL FEE SCHEDULE SEGMENT 1

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR CONSULTANT	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ASSISTANT PROJECT ENGINEER	ENGINEERING TECHNICIAN	PROJECT ASSISTANT	ADMIN/ CLERICAL	TOTAL LABOR HRS & COSTS	NO OF DWGS	HR / SHT
GEOTECH INVESTIGATION													
Coordinate Soil Bore Locations/Mark/Utility Call-ins					3	8	8	12			31	N/A	N/A
Field Personnel and Management During Drilling					3	8	8	40			59	N/A	N/A
Sample Classification, Laboratory Coordination and Boring Log Generation					2	8	8	8			26	N/A	N/A
Preliminary Geotechnocal Report with Bridge Reccomendations					4	12	4				20	N/A	N/A
Final Geotechnical Report with Bridge Reccomendations				2	4	12	4				22	N/A	N/A
Prepare Boring Log Sheets, Stamp and Seal				2	4	8			20		34	N/A	N/A
GENERAL													
Project Management	4	8	12							12			
HOURS SUB-TOTALS	4	8	12	4	20	56	32	60	20	12	228	#REF!	
CONTRACT RATE PER HOUR	$405.00	$294.00	$230.00	$281.75	$198.95	$184.00	$148.35	$89.70	$74.75	$150.00			
TOTAL LABOR COSTS	$1,620.00	$2,352.00	$2,760.00	$1,127.00	$3,979.00	$10,304.00	$4,747.20	$5,382.00	$1,495.00	$1,800.00	$35,566.20		
% DISTRIBUTION OF STAFFING	1.75%	3.51%	5.26%	1.75%	8.77%	24.56%	14.04%	26.32%	8.77%	5.26%			
SUBTOTAL FC 102 (110)											**$35,566.20**		

LABOR SUMMARY BY FUNCTION CODE	SENIOR CONSULTANT	SENIOR PROJECT	PROJECT MANAGER	SENIOR CONSULTANT	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ASSISTANT PROJECT	ENGINEERING TECHNICIAN	PROJECT ASSISTANT	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
GEOTECH INVESTIGATION	4	8	12	4	20	56	32	60	20	12	228	$35,566.20
SUBTOTAL LABOR EXPENSES	4	8	12	4	20	56	32	60	20	12		$35,566.20

UNIT COSTS	# OF UNITS	Test Code	COST/UNIT	UNIT						
Soil Borings, 0 to 20 feet, continous sampling	145	N/A	$34.00	LF						$4,930.00
Soil Borings, 0 to 25 feet, sampling at 5 foot centers	15	N/A	$20.00	LF						$300.00
Borehole Grouting - Bentonite Chips	160	N/A	$6.50	LF						$1,040.00
Unconfined Compressive Strength (Soil)	20	ASTM D2166	$66.00	each						$1,320.00
Unconsolidated Undrained Triaxial Compression Test	4	ASTM D2850	$74.00	each						$296.00
Determining Moisture Content in Soil Materials	30	Tex-103-E	$17.15	each						$514.50
Determining Liquid Limits of Soils	30	Tex-104-E	$60.00	each						$1,800.00
Determining Plastic Soil Limits	30	Tex-105-E	$40.00	each						$1,200.00
Calculating the Plasticity Index of Soils	30	Tex-106-E	$30.00	each						$900.00
Particle Size Analysis of Soils	3	Tex-110-E	$100.00	each						$300.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	25	Tex-111-E	$60.00	each						$1,500.00
Determining Sulfate Content in Soils - Colorimetric Method	5	Tex-145-E	$85.00	each						$425.00
Permeability Test, Constant Head Method	2	ASTM D2434	$335.00	each						$670.00
SUBTOTAL UNIT COSTS										**$15,195.50**

OTHER DIRECT EXPENSES	# OF UNITS		COST/UNIT	UNIT						
Support Truck	3		$95.00	days						$285.00
Mobilization and Demobilization of Drilling Rig	100		$8.00	mile						$800.00
Per Diems	3		$585.00	day						$1,755.00
Piezometer and Installation	2		$1,500.00	each						$3,000.00
Piezometer readings, over a month period, twice a week	4		$312.00	trips						$1,248.00
Drill Crew Hourly Rate (site access, mob between borings, daily safety meetings, etc.)	8		$350.00	hours						$2,800.00
Traffic Control	1		$2,500.00	days						$2,500.00
										$0.00
SUBTOTAL DIRECT EXPENSES										**$12,388.00**

SUMMARY	
TOTAL COSTS FOR GEO ONLY	$35,566.20
NON-SALARY (UNIT COSTS) FOR GEO ONLY	$15,195.50
NON-SALARY (OTHER DIRECT EXPENSES) FOR GEO ONLY	$12,388.00
GRAND TOTAL	$63,149.70

The fee for this project is based on the presumption that the site is accessible to our ATV amounted equipment. Field delays, other than weather, due to no fault of Tetra Tech will incur additional costs. Approval will be required prior to incurring extra charges.

GEOTECHNICAL FEE SCHEDULE SEGMENT 2

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR CONSULTANT	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ASSISTANT PROJECT ENGINEER	ENGINEERING TECHNICIAN	PROJECT ASSISTANT	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
GEOTECH INVESTIGATION													
Coordinate Soil Bore Locations/Mark/Utility Call-ins					3	8	8	12			31	N/A	N/A
Field Personnel and Management During Drilling					3	8	8	64			83	N/A	N/A
Sample Classification, Laboratory Coordination and Boring Log Generation					2	8	8	8			26	N/A	N/A
Preliminary Geotechnical Report with Bridge Reccomendations					4	12	4				20	N/A	N/A
Final Geotechincal Report with Bridge Reccomendations				2	4	12	4				22	N/A	N/A
Prepare Boring Log Sheets, Stamp and Seal				2	4	8			20		34	N/A	N/A
GENERAL													
Project Management	4	8	12							12			
HOURS SUB-TOTALS	4	8	12	4	20	56	32	84	20	12	252	#REF!	
CONTRACT RATE PER HOUR	$405.00	$294.00	$230.00	$281.75	$198.95	$184.00	$148.35	$89.70	$74.75	$150.00			
TOTAL LABOR COSTS	$1,620.00	$2,352.00	$2,760.00	$1,127.00	$3,979.00	$10,304.00	$4,747.20	$7,534.80	$1,495.00	$1,800.00	$37,719.00		
% DISTRIBUTION OF STAFFING	1.59%	3.17%	4.76%	1.59%	7.94%	22.22%	12.70%	33.33%	7.94%	4.76%			
SUBTOTAL FC 102 (110)											**$37,719.00**		

LABOR SUMMARY BY FUNCTION CODE	SENIOR CONSULTANT	SENIOR PROJECT	PROJECT MANAGER	SENIOR CONSULTANT	SENIOR PROJECT ENGINEER	PROJECT ENGINEER	ASSISTANT PROJECT	ENGINEERING TECHNICIAN	PROJECT ASSISTANT	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
GEOTECH INVESTIGATION	4	8	12	4	20	56	32	84	20	12	252	$37,719.00
SUBTOTAL LABOR EXPENSES	4	8	12	4	20	56	32	84	20	12		$37,719.00

UNIT COSTS	# OF UNITS	Test Code	COST/UNIT	UNIT						
Soil Borings, 0 to 20 feet, continous sampling	195	N/A	$34.00	LF						$6,630.00
Soil Borings, 0 to 25 feet, sampling at 5 foot centers	25	N/A	$20.00	LF						$500.00
Borehole Grouting - Bentonite Chips	220	N/A	$6.50	LF						$1,430.00
Unconfined Compressive Strength (Soil)	30	ASTM D2166	$66.00	each						$1,980.00
Unconsolidated Undrained Triaxial Compression Test	6	ASTM D2850	$74.00	each						$444.00
Determining Moisture Content in Soil Materials	40	Tex-103-E	$17.15	each						$686.00
Determining Liquid Limits of Soils	30	Tex-104-E	$60.00	each						$1,800.00
Determining Plastic Soil Limits	30	Tex-105-E	$40.00	each						$1,200.00
Calculating the Plasticity Index of Soils	30	Tex-106-E	$30.00	each						$900.00
Particle Size Analysis of Soils	5	Tex-110-E	$100.00	each						$500.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	35	Tex-111-E	$60.00	each						$2,100.00
Determining Sulfate Content in Soils - Colorimetric Method	5	Tex-145-E	$85.00	each						$425.00
Permeability Test, Constant Head Method	2	ASTM D2434	$335.00	each						$670.00
SUBTOTAL UNIT COSTS										**$19,265.00**

OTHER DIRECT EXPENSES	# OF UNITS		COST/UNIT	UNIT						
Support Truck	4		$95.00	days						$380.00
Mobilization and Demobilization of Drilling Rig	100		$8.00	mile						$800.00
Per Diems	4		$585.00	day						$2,340.00
Piezometer and Installation	2		$1,500.00	each						$3,000.00
Piezometer readings, over a month period, twice a week	4		$312.00	trips						$1,248.00
Drill Crew Hourly Rate (site access, mob between borings, daily safety meetings, etc.)	8		$350.00	hours						$2,800.00
Traffic Control	1		$2,500.00	days						$2,500.00
										$0.00
SUBTOTAL DIRECT EXPENSES										**$13,068.00**

SUMMARY	
TOTAL COSTS FOR GEO ONLY	$37,719.00
NON-SALARY (UNIT COSTS) FOR GEO ONLY	$19,265.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR GEO ONLY	$13,068.00
GRAND TOTAL	$70,052.00

The fee for this project is based on the presumption that the site is accessible to our ATV amounted equipment. Field delays, other than weather, due to no fault of Tetra Tech will incur additional costs. Approval will be required prior to incurring extra charges.

SURVEY FEE SCHEDULE

TASK DESCRIPTION	SURVEYOR RPLS	FIELD COORDINATOR	CADD TECH	SURVEY TECH	2-PERSON SURVEY CREW	ADMIN/ CLERICAL	TOTAL LABOR HRS & COSTS	NO OF DWGS	HR / SHT
RIGHT-OF-WAY SURVEY									
EXISTING RIGHT OF WAY MAPPING	40	8	75	130	60	3	316		
HOURS SUB-TOTALS	40	8	75	130	60	3	316	0	
CONTRACT RATE PER HOUR	$175.00	$110.00	$100.00	$125.00	$155.00	$75.00			
TOTAL LABOR COSTS	$7,000.00	$880.00	$7,500.00	$16,250.00	$9,300.00	$225.00	$41,155.00		
% DISTRIBUTION OF STAFFING	12.66%	2.53%	23.73%	41.14%	18.99%	0.95%			
SUBTOTAL RIGHT-OF-WAY SURVEY							**$41,155.00**		

TASK DESCRIPTION	SURVEYOR RPLS	FIELD COORDINATOR	CADD TECH	SURVEY TECH	2-PERSON SURVEY CREW	ADMIN/ CLERICAL	TOTAL LABOR HRS & COSTS	NO OF DWGS	HR / SHT
DESIGN SURVEY									
SURVEY CONTROL	20	4	65	65	40	4	198	N/A	N/A
TOPOGRAPHIC SURVEY	70	16	170	50	210	10	526	N/A	N/A
							0		
HOURS SUB-TOTALS	90	20	235	115	250	14	724	0	
CONTRACT RATE PER HOUR	$175.00	$110.00	$100.00	$125.00	$155.00	$75.00			
TOTAL LABOR COSTS	$15,750.00	$2,200.00	$23,500.00	$14,375.00	$38,750.00	$1,050.00	$95,625.00		
% DISTRIBUTION OF STAFFING	12.43%	2.76%	32.46%	15.88%	34.53%	1.93%			
SUBTOTAL DESIGN SURVEY							$95,625.00		

LABOR SUMMARY BY FUNCTION CODE	SURVEYOR RPLS	FIELD COORDINATOR	CADD TECH	SURVEY TECH	2-PERSON SURVEY CREW	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
RIGHT-OF-WAY SURVEY	40	8	75	130	60	3	316	$41,155.00
DESIGN SURVEY	90	20	235	115	250	14	724	$95,625.00
SUBTOTAL LABOR EXPENSES	130	28	310	245	310	14		$136,780.00

UNIT COSTS	# OF UNITS	COST/UNIT	UNIT			
CONTROL AND RIGHT-OF-WAY STAKING	3	$ 10,180.00	each			$30,540.00
PARCEL SURVEYS	10	$ 2,955.00	each			$29,550.00
SOIL BORING LOCATIONS	1	$ 3,530.00	each			$3,530.00
LEVEL A AND B SUE	3	$ 3,730.00	each			$11,190.00
SUBTOTAL UNIT COSTS	17					**$74,810.00**

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT			
Mileage (Current IRS Rate)		$0.700	mile			$0.00
Certified Letter Return Receipt			each			$0.00
Standard Postage			each			$0.00
Deed Copies			sheet			$0.00
SUBTOTAL DIRECT EXPENSES						**$0.00**

SUMMARY	
TOTAL COSTS FOR SUR ONLY	$136,780.00
NON-SALARY (UNIT COSTS) FOR SUR ONLY	$74,810.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY	$0.00
GRAND TOTAL	$211,590.00

ENVIRONMENTAL FEE SCHEDULE

TASK DESCRIPTION	SR ENV PLANNER	PROJECT ENV PLANNER	JR ENV PLANNER	GIS TECH	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT	SUBTOTALS BY LINE ITEM	SUBTOTALS BY TASK
GENERAL											
DATA COLLECTION / FIELD RECONNAISSANCE	2		20	10		36	NA	NA	NA	$ 5,020.00	$ 5,020.00
PROJECT MEETINGS (up to 4 meetings)	2	4	4			10	NA	NA	NA	$ 1,892.00	$ 1,892.00
COORDINATION WITH LOCAL AGENCIES (up to 2 meetings)	2					2	NA	NA	NA	$ 552.00	$ 552.00
PROJECT ADMINISTRATION (up to 4 months)	6				12	18	NA	NA	NA	$ 2,556.00	$ 2,556.00
PRELIMINARY ENGINEERING						0	NA	NA	NA	$ -	$ -
ENVIRONMENTAL CONTRAINTS EVALUATION (preparation of Constraints Map)	1	2	4	16		23	NA	NA	NA	$ 3,308.00	$ 3,308.00
PREPARATION OF PER (Environmental Constraints Report - up to 2 rounds of revie	1	6	24			31	NA	NA	NA	$ 4,392.00	$ 4,392.00
PER MEETING (assumes one in person meeting)	1					1	NA	NA	NA	$ 276.00	$ 276.00
FINAL DESIGN						0	NA	NA	NA	$ -	$ -
ASSIST WITH PRODUCTION OF PROJECT MANUAL						0	NA	NA	NA	$ -	$ -
HOURS SUB-TOTALS	15	12	52	32	12	123		0			
CONTRACT RATE PER HOUR	$276.00	$218.00	$117.00	$133.00	$75.00			# OF SHEETS			
TOTAL LABOR COSTS	$4,140.00	$2,616.00	$6,084.00	$4,256.00	$900.00	$17,996.00					
LABOR SUBTOTAL						**$17,996.00**				$ 17,996.00	$ 17,996.00

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT			
Mileage ($0.70/Mile or Current Approved IRS Rate)	100	mile	$0.70			$70.00
ASTM Haz Mat Search (based on land use density and length of project)	1	each	$800.00			$800.00
SUBTOTAL DIRECT EXPENSES						**$870.00**

SUMMARY	
TOTAL LABOR COSTS	$17,996.00
OTHER DIRECT EXPENSES	$870.00
TOTAL	**$18,866.00**

2/13/2025

STRUCTURAL FEE SCHEDULE BARTLETT RD (16 TOTAL CROSSINGS, 10 ACTIVE, 6 ABANDONED)

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL										
DATA COLLECTION (16 CROSSINGS)		6	6	24	12		48	NA	NA	NA
PROJECT MEETINGS	2	4	4	4		4	18	NA	NA	NA
PROJECT ADMINISTRATION	2					8	10	NA	NA	NA
PRELIMINARY ENGINEERING							0	NA	NA	NA
GEOTECH COORDINATION			4	4			8	NA	NA	NA
ASSIST IN CONSTRUCTION COST ESTIMATES			4	8			12	NA	NA	NA
ASSIST WITH PREPARATION OF PER	1	4	4	8	4	1	22	NA	NA	NA
ASSIST WITH PER MEETING				2		2	4	NA	NA	NA
FINAL DESIGN							0	NA	NA	NA
STRUCTURAL CALCULATIONS (16 CROSSINGS)			24	72		4	100	NA	NA	NA
PIPELINE STRUCTURAL LAYOUT (16 CROSSINGS)	2	16	48	120	120		306	1	16	19
MISCELLENAEOUS STRUCTURAL DETAILS		4	16	16	32		68	1	2	34
PREPARATION OF STANDARDS / PIPELINE STANDARDS				4	8		12	1	2	6
ASSIST WITH DETAILED CONSTRUCTION COST ESTIMATE		6	6	8			20	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL			6	4			10	NA	NA	NA
QA/QC	2	12	16	30	30		90	NA	NA	NA
CONSTRUCTION PHASE SERVICES							0	NA	NA	NA
RESPOND TO QUESTIONS	2	2	4	8			16	NA	NA	NA
ATTEND (2) SITE VISITS FOR (16) CROSSINGS			**12**	**12**			24	NA	NA	NA
PREPARATION OF CHANGE ORDERS			4	4			8	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS			8	12			20	NA	NA	NA
RESPOND TO RFIS	2	2	8	8			20	NA	NA	NA
PROVIDE RECORD DRAWINGS				4	24		28	NA	NA	NA
								NA	NA	NA
								NA	NA	NA
HOURS SUB-TOTALS	13	56	174	352	230	19	844		20	
CONTRACT RATE PER HOUR	$285.00	$250.00	$165.00	$125.00	$110.00	$80.00			# OF SHEETS	
TOTAL LABOR COSTS	$3,705.00	$14,000.00	$28,710.00	$44,000.00	$25,300.00	$1,520.00	$117,235.00			
LABOR SUBTOTAL							**$117,235.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT				
Mileage ($0.70/Mile or Current Approved IRS Rate)		mile	$0.70				$0.00
Overnight mail - letter size		each					$0.00
Overnight mail - oversized box		each					$0.00
Photocopies B/W (8.5 x 11)		each					$0.00
Photocopies B/W (11 x 17)		each					$0.00
SUBTOTAL DIRECT EXPENSES							**$0.00**

SUMMARY	
TOTAL LABOR COSTS	$117,235.00
OTHER DIRECT EXPENSES	$0.00
TOTAL	**$117,235.00**

BARTLETT SUE FEE SCHEDULE

TASK DESCRIPTION	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	ENGINEER TECHNICIAN	ENGINEER IN TRAINING I	UTILITIES COORDINATOR SENIOR	UTILITIES COORDINATOR	UTILITIES FIELD INSPECTOR SENIOR	UTILITIES FIELD INSPECTOR	ENGINEERING SPECIALIST (UTILITY)	ADMIN/ CLERICAL	TOTAL LABOR HRS & COSTS	NO OF DWGS	HR / SHT
Utility Engineering															
Utility Base Layout	2				24	24	8						58	N/A	N/A
Utility Coordination Meetings	24					16	52						92	N/A	N/A
Utility Kick Off Mtg & Field Review	8						8						16	N/A	N/A
Utility Conflict Matrix, CAD file and Contact List. Progress Mtgs w State and it's reps	12				46	60	24					12	154	N/A	N/A
Utility Coordination															
HOURS SUB TOTALS	46	0	0	0	70	100	92	0	0	0	0	12	320	#REF!	
CONTRACT RATE PER HOUR	$380.00	$100.00	$200.00	$100.00	$135.00	$140.00	$190.00	$100.00	$100.00	$100.00	$100.00	$100.00			
TOTAL LABOR COSTS	$17,480.00	$0.00	$0.00	$0.00	$9,450.00	$14,000.00	$17,480.00	$0.00	$0.00	$0.00	$0.00	$1,200.00	$59,610.00		
% DISTRIBUTION OF STAFFING	14.38%	0.00%	0.00%	0.00%	21.88%	31.25%	28.75%	0.00%	0.00%	0.00%	0.00%	3.75%			
SUBTOTAL													**$59,610.00**		

LABOR SUMMARY BY FUNCTION CODE	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	UTILITIES COORDINATOR SENIOR	UTILITIES COORDINATOR	UTILITIES FIELD INSPECTOR SENIOR	UTILITIES FIELD INSPECTOR	ENGINEERING SPECIALIST (UTILITY)	ADMIN/ CLERICAL	TOTAL MH	TOTAL COSTS
Utility Engineering	46	0	0	0	70	100	92	0	0	0	0	12	320	$59,610.00
SUBTOTAL LABOR EXPENSES	46	0	0	0	70	100	92	0	0	0	0	12		$59,610.00

UNIT COSTS	# OF UNITS		COST/UNIT	UNIT								
SUE Mobilization/Demobilization	400		$5.50	mile								$2,200.00
SUE (Quality Level D)	28,800		$0.40	LF								$11,520.00
SUE (Quality Level C)	28,800		$0.40	LF								$11,520.00
SUE (Quality Level B - Utility Designation)	9,600		$1.85	LF								$17,760.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A 0 to 5 ft	4		$1,500.00	each								$6,000.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A > 5 to 8 ft	14		$1,750.00	each								$24,500.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A > 8 to 13 ft	12		$1,900.00	each								$22,800.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A > 13 to 20 ft	0		$2,500.00	each								$0.00
SUE (Quality Level A - Utility Locate, Test Holes) Level A > 20 ft	0		$175.00	FT								$0.00
One (1) Designating Person with equipment	24		$150.00	hour								$3,600.00
Two (2) Designating Person with equipment	24		$200.00	hour								$4,800.00
Two (2) Person Vacuum Excavation with equipment	0		$300.00	hour								$0.00
Coring and repairing the pavement includes labor, equipment, and materials	4		$250.00	each								$1,000.00
SUBTOTAL UNIT COSTS												**$105,700.00**

OTHER DIRECT EXPENSES	# OF UNITS		COST/UNIT	UNIT								
Mileage (Current IRS Rate)	0		$0.700	mile								$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel)	2		$5,250.00	day								$10,500.00
SUBTOTAL DIRECT EXPENSES												**$10,500.00**

SUMMARY	
TOTAL COSTS FOR SUE ONLY	$59,610.00
NON-SALARY (UNIT COSTS) FOR SUE ONLY	$105,700.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUE ONLY	$10,500.00
GRAND TOTAL	$175,810.00

APPENDIX A-2
Scope of Services (Hourly)

The work to be performed by the Engineer for additional services shall be approved in writing by the County, or LJA, prior to the Engineer starting any work on the task. Prior to initiating any work, the Engineer shall submit a scope of services and a proposed fee for each requested task for the County's review and approval. Tasks may include, but are not limited to, Construction Phase services or any other services deemed necessary by the County for the project.

Appendix B
Maximum Hourly Rates and Expenses

EHRA, Tetra Tech, Weisser, Consor, AKV, Pape-Dawson

Job Classification	Maximum Raw Salary Rate
Principal	$150.00
Practice Area Leader/Director - Engineering	$93.33
Senior Project Manager	$120.00
Deputy Project Manager/Project Manager	$100.00
Support Manager/Assistant Project Manager	$65.33
Senior Consultant	$140.00
Senior Project Engineer	$90.00
Project Engineer	$70.00
Design Engineer/Engineer III/Assistant Project Engineer	$60.00
Engineer-In-Training II/Engineer II/Graduate Engineer	$63.00
Engineer-In-Training I/Engineer I	$40.00
Senior CADD Technician	$53.33
CADD Technician/CAD Technician III/Engineering Technician	$45.00
Junior CADD Technician/CAD Technician II	$42.33
Senior Engineering Technician	$70.00
Engineering Technician/Survey Technician	$51.00
Senior Project Assistant	$65.00
Project Assistant	$50.00
GIS Specialist	$59.00
GIS Technician	$44.33
Survey Project Manager (TX RPLS)	$84.00
Project Manager (TX RPLS)	$58.33
Quality Manager (Survey)	$31.00
Survey Technician	$49.00
3-Person Survey Crew	$84.00
SUE Project Manager	$126.67
SUE Senior Engineer	$79.00
SUE Engineer-In-Training	$63.00
SUE Engineering Technician	$51.00
SUE Utilities Coordinator	$65.00
Senior Environmental Planner	$92.00
Project Environmental Planner	$72.67
Junior Environmental Planner	$39.00
Admin/Clerical	$50.00

Appendix C
Insurance

Engineer's Insurance Requirements. Throughout the term of this Agreement, Engineer shall carry and maintain in force the insurance described herein.

Commercial General Liability Insurance at least as broad as CG 00 01 (including protective liability coverage on operations of independent Engineers engaged in construction, blanket contractual liability coverage, products liability coverage, and explosion, collapse and underground hazards coverage) for the benefit of Engineer, against claims for personal injury, bodily injury and property damage, with a limit of not less than One Million Dollars ($1,000,000) in the event of personal injury or bodily injury to any number of persons or of damage to property arising out of any one occurrence, and not less than $1,000,000 in the aggregate applicable to this Program.

Workers' compensation insurance covering all employees of Engineer employed in, on or about the Program in order to provide statutory benefits as required by the laws of the State of Texas.

Automobile Liability: $300,000 combined single limit per accident for bodily injury and property damage. County shall be named as Additional Insured for this coverage.

Professional Liability: $1,000,000 aggregate covering Engineer in connection with the services to be provided by Engineer under this Agreement.

Engineer shall, upon County's request, furnish County with appropriate certificates evidencing the insurance required to be maintained by Engineer hereunder.

ENGINEERING SERVICES AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF WALLER §

THIS AGREEMENT is made and entered into by and between **WALLER COUNTY, TEXAS**, a public body corporate and politic of the State of Texas acting by and through the Waller County Commissioners Court (hereinafter referred to as "County"), and R. G. Miller Engineers, Inc., hereinafter called the "Engineer" or "Company".

W I T N E S S E T H:

WHEREAS, the County proposes to hire the Engineer to perform design services to reconstruct Neuman Road from Gassner Ln. to Depot St. in Waller County, Texas, hereinafter called the "Project;"

WHEREAS, the Engineer has represented to the County that it is qualified and prepared to perform all of the services described in the Scope of Services, Appendices A, attached hereto and incorporated herein by reference as if copied herein verbatim (Scope of Services), and has submitted a proposal to provide professional engineering services for the Project;

WHEREAS, the County is satisfied that the Engineer is capable of performing the necessary services required for the Project and desires to contract with the Engineer to perform the services described in the Scope of Services;

WHEREAS, the provisions of Chapter 252, Texas Local Government Code, Competitive Bidding Law do not apply to the proposed agreement because the contract is for professional engineering services and the services were procured pursuant to Chapter 2254, Texas Government Code;

WHEREAS, the County has determined and found that it would be in the best interest of the County to delegate to LJA Engineering, Inc. ("LJA") supervisory and management authority over the Engineer; and

WHEREAS, the Engineer will control the methods and means in performing the work set out in the Scope of Services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. General

   a. In performing professional engineering services under this Agreement, the Engineer will function solely and exclusively for the benefit of the County and not for the benefit of the Engineer for the Project or any other party. All services rendered by the

Engineer under this Agreement shall be performed under the supervision of LJA. The Engineer shall render services in accordance with generally accepted professional standards of competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and use that degree of care and skill to comply with all applicable laws and regulations.

b. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all deliverable documents and services furnished by the Engineer under this Agreement. The Engineer shall, without additional compensation, correct or revise all errors and omissions in its documents. Reuse of the documents and deliverables for any purpose other than that for which such deliverables were originally prepared, or alteration of such documents or deliverables without the written verification or adaptation by Engineer for the specific purpose intended, shall be at County's risk. All title blocks and engineer's seal, if applicable, shall be noted and made according to Texas Administrative Code.

c. At the County's request, the Engineer will collaborate with LJA and County personnel to facilitate the implementation of a Project Database within the County's Electronic Document Management System. The Electronic Document Management System will provide electronic management that shall govern the distribution and file copies of all Project related correspondence, reports, plans, and technical data. The County and the Engineer will use this system to facilitate the effective electronic exchange of Project information and documents with members of the design team and other interested stakeholders.

d. The Engineer will collaborate with LJA and County personnel to facilitate the maintenance of the Project Database. Project files shall be entered into the database by the Engineer on a timely basis and made available by LJA and the County at all times for performance of daily Project activities. Other documents, including those used for legal review, audit requests/requirements, and open records request purposes, shall be entered by the County staff assisting the Engineer team. The Engineer shall also ensure that all Project files are appropriately entered into the database:

    1. At all critical milestones;
    2. At established periodic intervals; and
    3. Following completion of the work as a final Project record, including applicable record drawings.

e. County may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("County Data"). Engineer may reasonably and in good faith rely upon the accuracy of County Data provided by County or any third party designated by County. However, Engineer will not ignore the implications of information furnished to Engineer and shall make reasonable inquiries if County Data as furnished appears to be incorrect or incomplete. Engineer makes no representations or warranties as to the quality, accuracy, usefulness, or completeness of any Services to the extent Engineer relies on County Data. Engineer, its officers, directors, and employees shall have no liability

whatsoever with respect to the use of unreliable, inaccurate, or incomplete County Data.

2. Scope of Services

The services to be provided herein in regard to the Project are defined in Appendices A ("Scope of Services").

3. Compensation and Payment

a. The Engineer shall be entitled to payment of the lump sum amount of **$894,981.00** for services to perform the tasks delineated in Appendix A-1. Development of the plans for the Project will be the responsibility of the Engineer. The Engineer shall submit plans for County review at 30%, 60%, 90% and 100% completion, unless modified in writing by County. The County shall review and provide the Engineer comments to the submittals within 20 working days of receipt. The County will pay the Engineer commensurate to the plan submittal completion based upon the County's assessment. The Engineer will not receive further payment until the County is satisfied with the Engineer's responses to the review comments. The services necessary to perform the tasks delineated in Appendix A-2 shall be paid based on hourly rates and the County shall not be obligated to pay in excess of **$111,965.00** for the services described in Appendix A-2. The Engineer shall not be obligated to perform further services hereunder once the Scope of Services delineated in Appendices A-1 and A-2 have been performed.

(1) All hourly billing for the services defined in Appendix A-2 and any additional services not included in the Scope of Services under this Agreement, including changes in the contractual scope of work and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by the County, and will be reimbursed at the raw salary rates in effect at that time, times a multiplier as set forth below, to the extent that such direct salary costs and subcontracts are reasonable and necessary for the performance of such services. The reimbursable hourly raw salary rates cannot exceed those set forth in Appendix B. The Engineer shall also be entitled to expense reimbursement as set forth in Appendix B, provided that miscellaneous expenses, if any, may be reimbursed hereunder only when LJA determines that incurring such expenses is not required as part of the original Scope of Services and provides written approval of such expense in advance of it being incurred. Payment will be made on the basis of certified time and expense records and in accordance with those payment procedures set forth in subparagraph b., below. Billing rates will have a 3.00 multiplier on raw salary rates.

(2) Where Subconsultants are employed by the Engineer to perform additional services not within the original Scope of Services, the Engineer will be reimbursed for Subconsultants' salaries and hourly rates, including overtime rates, on the same basis as described for the Engineer's own personnel in subparagraph a. (1), of this Paragraph. Reimbursement to the Subconsultant for non-salary costs incurred by

Subconsultants will be on the same basis as if the costs were incurred by the Engineer. Total contract amounts shall include Subconsultant fees.

b. It is understood and agreed that monthly payments will be made to the Engineer by the County based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the fifteenth day of the month following completion of all services hereunder, the Engineer shall submit to the County the invoice electronically showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for additional services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the County Auditor). The fee, as determined by the methods described herein, includes out-of-pocket costs of Engineer for delivery services, parking, mileage at IRS rate and document printing. Travel expenses submitted for reimbursement must be incurred in accordance with County's travel policy. All expenses submitted by Engineer shall be subject to approval by County prior to reimbursement.

LJA shall review such invoices and approve them within ten (10) calendar days with such modifications as are consistent with this Agreement and forward same to the County Engineer, who will forward to the County Auditor. The County shall pay each such invoice as approved by the County Auditor within twenty (20) calendar days after the County Auditor's approval of same. Invoices are due and payable net 30 days from receipt.

c. It is expressly understood and agreed that the County has available the total maximum sum of **$1,006,946.00** as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement except for those certified available for this Agreement by the Waller County Auditor, as evidenced by the issuance of a purchase order by Waller County for the certified amount. Once the funds are expended for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement, the County shall have no further obligations nor shall the Engineer be required to perform further services hereunder.

4. Time of Performance

It is understood and agreed that time is of the essence for performance of the Engineer's services under this Agreement and services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

5. The County's Option to Terminate

a. The County has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing written notice of such intention to terminate and by

stating in said notice the "Termination Date." Upon such termination, the County shall compensate the Engineer in accordance with Paragraph 3., above, for those services that were provided under this Agreement prior to its termination and that have not been previously invoiced to the County. The Engineer's final invoice for said services will be presented to and paid by the County in the same manner set forth in Paragraph 3. b., above.

b. Termination of this Agreement and payment in settlement as described in subparagraph a. of this Paragraph shall extinguish all rights, duties, obligations, and liabilities of the County and the Engineer under this Agreement and this Agreement shall be of no further force and effect; provided, however, such termination shall not act to release the Engineer from liability for any previous default either under this Agreement or under any standard of conduct set by law. No termination of this Agreement shall have the effect of terminating the Engineer's obligations under Sections 7 (Delays and Damages), 8 (Inspection of the Engineer's Books and Records), 12 (Appearance as Witness), or 15 (Indemnification).

c. If the County shall terminate this Agreement as provided in this Paragraph, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.

d. The County's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the County by virtue of this Agreement or otherwise. Failure of the County to exercise any of its rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by law.

e. Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the County upon the Engineer's receipt of termination payment when and if this Agreement is terminated.

6. Source of Fee Payments

The County intends to pay for design and construction with the proceeds from the sale and issuance of bonds. It is expressly acknowledged that all payments owing for Engineering services performed under this Agreement shall be made solely from this source of funds for financing design and construction of the Project. The County shall be under no liability under this Agreement to make payment to the Engineer from any other source. In addition, the County reserves the right, at its sole discretion, at any time prior to issuance by the County of the written notice to proceed, to terminate this Agreement and in the event of such termination, the Engineer shall not be entitled to any payment, nor have any claim for compensation or damages resulting from such cancellation. In no event shall the liability of the County under this Agreement exceed the amount hereunder certified as available by the County Auditor.

7. Delays and Damages

Except as otherwise provided herein, the Engineer agrees that no other charges or claims for damage shall be made by it against the County for any delays or hindrances occurring during the progress of the Engineer in providing to the County the services specified in this Agreement.

8. Inspection of the Engineer's Books and Records

County shall have the right, during normal business hours, to inspect, copy and audit at any time, and from time to time, all of Engineer's files, books, records, costs, and expenses pertaining to the Program. The County will conduct an audit on an annual basis, or more frequently at its sole discretion. If County elects to audit Engineer's files, books, records, costs, and expenses pertaining to the Program, and the audit discloses a discrepancy of one percent (1%) or more from the payment applications or invoices, then, in addition to repaying County all sums owing, Engineer shall pay the cost of the audit. Any such audit or examination may be undertaken by County or its contracted representative at reasonable times during normal business hours and in conformance with generally accepted auditing standards upon five (5) business days' notice to Engineer.

9. Personnel, Equipment, and Material

a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of LJA, to perform the services when and as required and without delays. It is understood that LJA will approve assignment and release of all key engineering personnel and that the Engineer shall submit written notification of all key engineering personnel changes monthly for LJA's approval prior to the implementation of such changes. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.

b. All employees of the Engineer or Subconsultants hired by the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer or Subconsultant of the Engineer who, in the opinion of LJA, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of LJA, immediately be removed from association with the Project.

c. Except as otherwise specified, the Engineer shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

10. Subletting

The Engineer shall not sublet, assign, or transfer all or any part of the services in this Agreement without the prior written approval of the County. Even in the case of a permitted sublet, Engineer shall remain responsible under this Agreement for the work.

11. Conferences

At the request of LJA, the Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of LJA, or at the site of the Project. LJA and the County are permitted to inspect the Engineer site Project offices.

12. Appearance as Witness

If requested by the County, or on its behalf, the Engineer shall prepare such engineering exhibits and plats as may be requested for all hearings and trials related to the Project and, further, it shall prepare for and appear at conferences and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project. Compensation for trial preparation and appearance by the Engineer in courts regarding litigation matters will be made in accordance with the provisions of Paragraph 3. a. (1), above.

13. Compliance with Laws

The Engineer shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees specified above.

The Engineer shall strictly comply with Section 2251.022 Texas Government Code, and shall require that its Subconsultants fully comply with Section 2251.023 Texas Government Code.

14. Insurance

The Engineer shall obtain, keep and maintain any and all insurance that may be required by law or that may be required by any agreement the County has with any other party concerning the Project as contained in Attachment C.

15. Indemnification

TO THE EXTENT ALLOWED BY LAW, THE ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, AND AGENTS FROM LIABILITY, LOSSES, EXPENSES, DEMANDS, REASONABLE ATTORNEYS' FEES, AND CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE TO THE EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OF THE ENGINEER (INCLUDING THE ENGINEER'S AGENTS, EMPLOYEES, VOLUNTEERS, AND SUBCONSULTANTS/CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL) IN THE

PERFORMANCE OF THE SERVICES DEFINED IN THIS AGREEMENT. THE ENGINEER SHALL ALSO SAVE THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, IN PROPORTION TO THE ENGINEER'S LIABILITY, THAT MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SUCH CLAIMS OR LIABILITIES.

16. Delivery of Notices, Etc.

a. All routine written notices, invoices, change orders, etc. are to be delivered to the County Engineer J. Ross McCall, P.E., 775 Business US 290 East, Hempstead, TX 77445, or at such other place or places as the County may designate by written notice delivered to the Engineer.

All formal notices and demands under this Agreement shall be delivered to the Waller County Judge, Attention: Carbett "Trey" J. Duhon III, 425 FM 1488, Hempstead, TX 77445.

b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to Mark A. Gehringer, 1080 Eldridge Pkwy Suite 600, Houston, TX 77077, or at such other place or places as the Engineer may designate by written notice delivered to the County.

17. Reports of Accidents, Etc.

Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.

18. The County's Acts

Anything to be done under this Agreement by the County may be done by such persons, corporations, or firms as the County may designate.

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the County under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by the Act creating the County and permitted by the laws and the Constitution of the State of Texas.

20. Captions Not a Part Hereof

The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof but are only labels to assist in locating and reading the provisions hereof.

21. Controlling Law, Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. This Agreement shall be performed entirely in Waller County, Texas and the parties hereto acknowledge that venue is proper in Waller County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

22. Successors and Assigns

The County and the Engineer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

23. Independent Engineer

Notwithstanding any provision of this Agreement, the Engineer shall at all times act as an independent Engineer, and not as an employee of the County, and the Engineer shall be responsible for the means and methods employed in performing services hereunder.

24. Certificate of Interested Parties (Form 1295)

Texas law requires all parties who enter into any contract with the County that must be approved by Commissioners Court to disclose all Interested Parties. Texas Ethics Commission Form 1295 must be completed in its entirety. If changes to this Form are necessary during this Agreement, the Engineer will notify and send the County an updated and complete version.

25. Additional Statutory Requirements. Certain State Law Requirements for Contracts. For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Engineer hereby verifies that Engineer and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

b. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Engineer does not boycott Israel and is authorized to agree in such

contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

c. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Engineer does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

d. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

BY ACCEPTANCE OF AGREEMENT, ENGINEER ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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IN WITNESS WHEREOF, County and Engineer have caused their respective duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first above written.

COUNTY:

WALLER COUNTY

Signed by:
Judge Trey Duhon
Carbon "Trey" J. Duhon III, County Judge

4/4/2025
Date

ENGINEER:

R. G. Miller Engineers, Inc.

Signed by:
Mark A. Gehringer, President

3/27/2025
Date

ATTEST:

Signed by:
Debbie Hollan
Debbie Hollan, County Clerk

Approved:

DocuSigned by:
J. Ross McCall
J. Ross McCall, P.E., County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed $1,006,946.00 to accomplish and pay the obligation of Waller County in the foregoing matter.

Signed by:
Alan R. Younts
Alan R. Younts, County Auditor

APPENDIX A-1
Scope of Services (Lump Sum)

Exhibit A – Scope of Services
Neuman Road

The proposed improvements include the reconstruction of an existing 2-lane, 20-feet wide asphalt roadway to a proposed 2-lane, 22-feet wide asphalt roadway for a total of 3.35 miles, 3.15 miles on Neuman Road from Depot Street to Gassner Lane and 0.20 miles on Gassner Lane extending west from Neuman Road.

Work not specifically listed below will be provided by others.

1. General

- The Engineer will collect all available land plans, existing as-built plans, drainage studies, survey data, and all other data pertaining to the design of the project.
- Attend periodic progress meetings with the County, their consultants, and other stakeholders as required to present a status report on design development.
- The engineer shall coordinate with the governing drainage district and water authorities.
- The engineer shall coordinate with local permitting agencies.
- The engineer shall coordinate with existing and future development.
- The Engineer shall coordinate with utilities, pipelines, LIDS, HOAs, POAs, and MUDs, to analyze impacts and obtain Letters of No Objections (LONOs) or have utilities relocate.
- The Engineer shall perform QA/QC at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-up of that deliverable. A milestone submittal is not considered complete unless the associated internal red-line mark-ups are submitted.
- The Engineer shall coordinate all subconsultant activity to include quality of and consistency of plans and administration of the invoices and monthly progress reports.
- The Engineer shall develop a detailed project schedule and prepare invoicing and progress reports for each month.
- County projects will follow the Waller County criteria/design manual.

2. Preliminary Engineering

- Perform detailed field survey for the detailed design phase.
- Perform detailed SUE QL A-B for the detailed design phase.

- Perform geotechnical evaluation for pavement or structural design in the final design phase.
- Perform an environmental constraints evaluation and identify any required approvals to proceed to the final design phase.
- Present a schematic roll plot for each alternative with horizontal and vertical alignments.
- Evaluate ROW requirements for roadway based on preliminary cross sections.
- Perform a review of the utilities along the corridor and provide a utility conflict list which includes all correspondence with utility companies to the Program Manager.
- Provide updated construction cost estimates based on the preliminary design.
- Provide Preliminary Engineering Report (PER, draft and final).
- Attend PER meeting at Waller County facility.
- Provide M&Bs for ROW taking after design is finalized at PER meeting.

3. Final Design

- Construction drawings will be prepared on 11"x17" sheets.
- Obtain LONOs from utilities or have utilities relocated prior to bidding.
- Obtain final permitting approvals from all agencies (TxDOT, Cities, RR, etc.) prior to bidding.
- Obtain environmental permit approvals prior to project bidding.
- Prepare project title sheet and index sheet
- Prepare horizontal alignment data
- Prepare typical sections
- Prepare roadway plan and profile sheets to include existing topo
- Prepare Earthwork cross sections (including proposed roadway section) based on survey information. Includes slopes and critical elevations on proposed roadway section.
- Prepare culvert layouts sheets with hydrologic and hydraulic data.
- Prepare drainage and roadway details.

Exhibit A – Scope of Services
Neuman Road

- Prepare drainage area maps.
- Prepare signing and striping details.
- Prepare traffic control plans.
- Prepare erosion control details.
- Other Miscellaneous items. Prepare survey control maps, tree protection details, Sanitary/Water line details (or relocation details), driveway details, intersection layout details, retaining walls.
- Include construction standards.
- Provide updated construction cost estimates based on the final design.
- Prepare the complete package for letting including project manual with general notes, specification list, summary of work, utility adjustment summary, geotechnical report (if applicable) and bid form.

4. Construction/Bid Phase Services

- Provide administrative documents.
- Attend pre-bid meeting
- Respond to questions from bidders.
- Attend preconstruction meeting
- Attend field meetings and make visits to site
- Calculate quantities and assist the County engineer in preparing change orders
- Review and approval of shop drawings
- Review and approval of forming details
- Respond to requests for information (RFIs)
- Answer general questions
- Provide record drawings.

NEUMAN ROAD
EXHIBIT C - DETAILED LEVEL OF EFFORT

TASK DESCRIPTION	DEPARTMENT MANAGER	SENIOR PROJECT MANAGER	ASST PROJECT MANAGER	EIT III	EIT II	CADD DESIGNER	CADD TECH	ADMIN/ CLERICAL	TOTAL LABOR HRS & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL												
KICKOFF MEETING		3	3	3	3				12	NA	NA	NA
SEND OUT ROE TO ENTER CANAL		1	4		4			1	10	NA	NA	NA
TOPO SURVEY FIELD VERIFICATION MEETING		3	9	9					21	NA	NA	NA
PROGRESS MEETING (MONTHLY OVER 8 MONTH, 6-1 HOUR MEETING)	2	6	12					12	32	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES	2	12	12	16					42	NA	NA	NA
PROJECT ADMINISTRATION	2	20	20					20	62	NA	NA	NA
PRELIMINARY ENGINEERING										NA	NA	NA
FIELD SURVEYING COORDINATION	1	8	10	10			5	9	43	NA	NA	NA
SUE COORDINATION	1	8	10				5	4	28	NA	NA	NA
GEOTECH COORDINATION	1	8	10	10				4	33	NA	NA	NA
ENVIRONMENTAL CONTRAINTS EVALUATION	1	3	6	3				4	17	NA	NA	NA
PREPARE SCHEMATIC ROLL PLOT	2	18	20	30	40	24	40		174	NA	NA	NA
STRUCTURAL COORDINATION	1	18	18	9				6	52	NA	NA	NA
EVALUATE ROW REQUIREMENTS		3	3						6	NA	NA	NA
UTILITY COORDINATION	2	18	18	12	12			9	71	NA	NA	NA
PREPARATION OF PER										NA	NA	NA
PROJECT LOCATION AND SCOPE OF THE PROJECT	1	1	1	2	2		2	2	11	NA	NA	NA
EXISTING CONDITIONS		1	1	2	2		2		8	NA	NA	NA
EXISTING UTILITIES, INCLUDING POTENTIAL CONFLICTS		2	2	4	4		1		13	NA	NA	NA
PROPOSED ROADWAY DESIGN	1	4	6	12	6		6		35	NA	NA	NA
EXISTING AND PROPOSED DRAINAGE AND DETENTION		2	2	2	2				8	NA	NA	NA
PROPOSED RIGHT OF WAY		2	4	4					10	NA	NA	NA
PROPOSED TRAFFIC SIGNAL		1	1	1					3	NA	NA	NA
GEOTECHNICAL INVESTIGATION	1	2	2	4	2				11	NA	NA	NA
ENVIRONMENTAL INVESTIGATION	1	2	2	4	2				11	NA	NA	NA
PERMIT AND REGULATORY REQUIREMENTS		2	2	2	2		2		10	NA	NA	NA
COST ESTIMATES		2	4	10	18				34	NA	NA	NA
PER MEETING	1	2	3	2				2	10	NA	NA	NA
EXISTING TYPICAL SECTIONS		1	2	4	4	2	4		17			
PROPOSED TYPICAL SECTIONS	1	2	4	9	18	2	4		40			
PLAN & PROFILE SHEETS WITH EXISTING FEATURES	4	32	32	40	40	12	60		220	sheet	37	6
PRELIMINARY TRAFFIC CONTROL PLAN	1	4	6	9	18	6	18		62			
PROPOSED LAYOUT IN KMZ			1	1	2	2	4		10			
70% SUBMITTAL												
COVER SHEET		1	1	1	2	1	2		8	sheet	1	8
INDEX SHEET		1	1	1	2	1	2		8	sheet	1	8
GENERAL NOTES		1	1	2	2	1	4		11	sheet	2	6
EXISTING TYPICAL SECTIONS		1	1	1	1	1	1		6	sheet	1	6
PROPOSED TYPICAL SECTIONS		1	1	2	2	2	2		10	sheet	1	10
PROJECT LAYOUT SHEET		1	2	4	10	4	10		31	sheet	1	31
SURVEY CONTROL MAPS		1	2	4			2		9	NA	NA	NA
HORIZONTAL ALIGNMENT DATA		1	2	4		6			13	sheet	1	13
PLAN AND PROFILE		20	24	60	60	24	96		284	sheet	37	8
TRAFFIC CONTROL MAP		1	2	10	18	4	18		53	sheet	10	5
STROM WATER POLLUTION PREVENTION PLAN		1	2	4	10	2	18		37	sheet	10	4
EARTHWORK SECTIONS (100 FT INTERVALS W/ EARTHWORK CALCS)		5	5	15	15	30	30		100	sheet	15	7
SPECIFICATION TABLE OF CONTENTS		1	4	9	18				32	NA	NA	NA
CONSTRUCTION COST ESTIMATES		4	4	18	18				44	NA	NA	NA
BID FORM		1	4	9	18				32	NA	NA	NA
95% SUBMITTAL												
ADDRESS 70% COMMENTS		2	12	18	40	12	40		124			
STANDARD DETAILS		1	2	4	4	2	9		22			
DETAILED CONSTRUCTION COST ESTIMATE		4	4	18	20				46	NA	NA	NA
PRODUCE PROJECT MANUAL		4	4	18	40				66	NA	NA	NA
100% SUBMITTAL												
ADDRESS 95% COMMENTS		1	4	18	18	9	20		70			
PREPARE BID READY PLANS		2	4	9	9	2	9		35			
FINAL COST ESTIMATE		2	4	20	20				46			
PROJECT MANUAL		2	4	10	20				36			
BID PHASE SERVICES										NA	NA	NA
PRE-BID MEETING		3	3		3				9	NA	NA	NA
ANSWER CONTRACTOR INQUIRES, DRAFT AND ISSUE ADDENDUMS	1	12	18				9		40	NA	NA	NA
CONSTRUCTION PHASE SERVICES												
PRECONSTRUCTION MEETING	4	4	4						12	NA	NA	NA
ATTEND FIELD MEETINGS AND SITE VISITS		40	40						80	NA	NA	NA
PREPARATION OF CHANGE ORDERS		9	12	27				4	52	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS		9	18	40					67	NA	NA	NA
RESPOND TO RFIS		18	28	40			20		106	NA	NA	NA
ANSWER GENERAL QUESTIONS		16	18	18					52	NA	NA	NA
PROVIDE RECORD DRAWINGS		9	12	18			40		79	NA	NA	NA
HOURS SUB-TOTALS	31	370	477	616	531	149	485	77	2,736		117	
CONTRACT RATE PER HOUR	$370.00	$360.00	$200.00	$175.00	$160.00	$180.00	$150.00	$115.00			# OF SHEETS	
TOTAL LABOR COSTS	$11,470.00	$133,200.00	$95,400.00	$107,800.00	$84,960.00	$26,820.00	$72,750.00	$8,855.00	$541,255.00			
LABOR SUBTOTAL									**$541,255.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT						
Mileage		mile	Current IRS Rate						$0.00
Overnight mail - letter size		each							$0.00
Overnight mail - oversized box		each							$0.00
Photocopies B/W (8.5 x 11)		each							$0.00
Photocopies B/W (11 x 17)		each							$0.00
SUBTOTAL DIRECT EXPENSES									**$0.00**

SUMMARY	
TOTAL LABOR COSTS	$541,255.00
OTHER DIRECT EXPENSES	$0.00
TOTAL	**$541,255.00**

Attachment A - Topographic Survey Proposal

Neuman Road

Waller County Bond Project

Item 28.

FEE SCHEDULE

TASK DESCRIPTION	PROJECT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR	SURVEY TECHNICIAN SIT	SURVEY TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS & COSTS	NO OF DWGS	HR / SHT
RIGHT-OF-WAY SURVEY										
BOUNDARY ANALYSIS, PARCEL PLAT EXHIBIT AND M&B DESCRIPTION FOR 1 PARCEL	2	4			8	4	2	20		
ABSTRACTING / PLOT APPROXIMATELY 50 DEEDS / PREPARE OWNERSHIP MAP	2	4		8	18	84	2	118	N/A	N/A
LOCATE FRONT PROPERTY CORNERS / PREPARE APPARENT RIGHT-OF-WAY MAP	2	8		8	24	32	2	76	N/A	N/A
QA/QC / PROJECT UPDATE MEETINGS	4	4		4	2		2	16		
								0	N/A	N/A
HOURS SUB-TOTALS	10	20	0	20	52	120	8	230	0	
CONTRACT RATE PER HOUR	$250.00	$215.00	$215.00	$190.00	$135.00	$115.00	$130.00			
TOTAL LABOR COSTS	$2,500.00	$4,300.00	$0.00	$3,800.00	$7,020.00	$13,800.00	$1,040.00	$32,460.00		
% DISTRIBUTION OF STAFFING	4.35%	8.70%	0.00%	8.70%	22.61%	52.17%	3.48%			
SUBTOTAL FC 145								**$32,460.00**		

TASK DESCRIPTION	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR	SURVEY TECHNICIAN SIT	SURVEY TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS & COSTS	NO OF DWGS	HR / SHT
DESIGN SURVEY										
ROE REQUESTS (& FOLLOW-UP) FOR APPROXIMATELY 50 PARCELS		2		2	11	95	12	122	N/A	N/A
ESTABLISH PROJECT CONTROL - TWO PAIRS OF CP / PROCESS SURVEY DATA	2	2		2		16	2	24	N/A	N/A
PREPARE CONTROL DATA SHEETS FOR 4 MONUMENTS	2	6		2	8	20	4	42		
FIELD SURVEY OF EXISTING IMPROVEMENTS, DRAINAGE CROSS SECTIONS, CULVERTS, VISIBLE UTILITIES		4		2	12	24		42	N/A	N/A
MAPPING DRAINAGE FEATURES, VISIBLE UTILITIES, IMPROVEMENTS, CROSS SECTIONS		4		2	20	20		46	N/A	N/A
PREPARE DGN, DTM AND TIN FILES IN ORD FORMAT	2	2		2	20	20		46	N/A	N/A
QA/QC / ADDRESS COMMENTS / FINAL DELIVERABLES	2	2		2	4		2	12	N/A	N/A
HOURS SUB-TOTALS	8	22	0	14	75	195	20	334	0	
CONTRACT RATE PER HOUR	$250.00	$215.00	$215.00	$190.00	$135.00	$115.00	$130.00			
TOTAL LABOR COSTS	$2,000.00	$4,730.00	$0.00	$2,660.00	$10,125.00	$22,425.00	$2,600.00	$44,540.00		
% DISTRIBUTION OF STAFFING	2.40%	6.59%	0.00%	4.19%	22.46%	58.38%	5.99%			
SUBTOTAL FC 160 (150)								$44,540.00		

LABOR SUMMARY BY FUNCTION CODE	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR	SURVEY TECHNICIAN SIT	SURVEY TECHNICIAN	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
RIGHT-OF-WAY SURVEY FC 130 (130)	10	20	0	20	52	120	8	230	$32,460.00
DESIGN SURVEY	8	22	0	14	75	195	20	334	$44,540.00
SUBTOTAL LABOR EXPENSES	18	42	0	34	127	315	20		$77,000.00

UNIT COSTS	# OF UNITS	Crew COST/UNIT	UNIT				
ESTABLISH HORIZONTAL AND VERTICAL CONTROL (2-Person Crew)	33	$ 205.00	HOUR				$6,765.00
FIELD SURVEY - LOCATE ROW/PROPERTY CORNERS (2-Person Crew)	83	$ 205.00	HOUR				$17,015.00
FIELD SURVEY - OBTAIN DESIGN SURVEY DATA (2-Person Crew)	72	$ 205.00	HOUR				$14,760.00
							$0.00
SUBTOTAL UNIT COSTS	188						**$38,540.00**

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT				
Mileage (Current IRS Rate)	845	$0.700	mile				$591.50
Certified Letter Return Receipt	50	$9.64	each				$482.00
Standard Postage	50	$0.69	each				$34.50
Deed Copies	300	$3.00	sheet				$900.00
SUBTOTAL DIRECT EXPENSES							**$2,008.00**

SUMMARY	
TOTAL COSTS FOR SUR ONLY	$77,000.00
NON-SALARY (UNIT COSTS) FOR SUR ONLY	$38,540.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY	$2,008.00
GRAND TOTAL	$117,548.00

FEE SCHEDULE

TASK DESCRIPTION	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER DESIGN	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	ENGINEERING TECHNICIAN SENIOR	ENGINEERING TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS & COSTS	NO OF DWGS	HR / SHT
GEOTECH INVESTIGATION												
Coordinate Soil Bore Locations/Mark/Utility Call-ins			4			16	12			32	N/A	N/A
Field Personnel and Management During Drilling			4			18	94			116	N/A	N/A
Sample Classification, Laboratory Coordination and Boring Log Generation								20		20	N/A	N/A
Preliminary Geotechnocal Report with Bridge Reccomendations	2	6	12			42		4		66	N/A	N/A
Final Geotechincal Report with Bridge Reccomendations	2	6	12			14		2		36	N/A	N/A
Prepare Boring Log Sheets, Stamp and Seal		2	4			10			6	22	N/A	N/A
Design Meetings		4	4									
HOURS SUB-TOTALS	4	18	40	0	0	100	106	26	6	300	#REF!	
CONTRACT RATE PER HOUR	$190.00	$170.00	$150.00	$100.00	$100.00	$100.00	$80.00	$55.00	$55.00			
TOTAL LABOR COSTS	$760.00	$3,060.00	$6,000.00	$0.00	$0.00	$10,000.00	$8,480.00	$1,430.00	$330.00	$30,060.00		
% DISTRIBUTION OF STAFFING	1.33%	6.00%	13.33%	0.00%	0.00%	33.33%	35.33%	8.67%	2.00%			
SUBTOTAL FC 102 (110)										**$30,060.00**		

LABOR SUMMARY BY FUNCTION CODE	SUPPORT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT SENIOR	ENGINEER PROJECT	ENGINEER DESIGN	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	GEOLOGIST JUNIOR	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
GEOTECH INVESTIGATION	4	18	40	0	0	100	106	26	6	300	$30,060.00
SUBTOTAL LABOR EXPENSES	4	18	40	0	0	100	106	26	6		$30,060.00

UNIT COSTS	# OF UNITS	Test Code	COST/UNIT	UNIT					
Unconfined Compressive Strength (Soil)	36	ASTM D2166	$45.00	each					$1,620.00
Unconfined Compressive Strength (Rock)		ASTM D2938		each					$0.00
Soil Boring/Rock Coring without TCP (< 60 ft) (34 Borings @ 10 ft depth)	360	N/A	$18.00	LF					$6,480.00
Soil Boring/Rock Coring without TCP (> 60 ft)		N/A		LF					$0.00
Borehole Grouting - Bentonite Chips	360	N/A	$7.00	LF					$2,520.00
Pavement Coring, thickness up to 6" (Each)	36	N/A	$150.00	each					$5,400.00
Pavement Coring, thickness 6" to 12" per inch	216	N/A	$12.00	inch					$2,592.00
Patch Asphalt Cold Mix/ Ready Mix Concrete per core	36	N/A	$50.00	each					$1,800.00
Determining Moisture Content in Soil Materials	180	Tex-103-E	$9.00	each					$1,620.00
Determining Liquid Limits of Soils	72	Tex-104-E	$25.00	each					$1,800.00
Determining Plastic Soil Limits	72	Tex-105-E	$29.00	each					$2,088.00
Calculating the Plasticity Index of Soils	72	Tex-106-E	$30.00	each					$2,160.00
Particle Size Analysis of Soils		Tex-110-E	$48.00	each					$0.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	72	Tex-111-E	$48.00	each					$3,456.00
Determining Sulfate Content in Soils - Colorimetric Method	36	Tex-145-E	170	each					$6,120.00
Laboratory Compaction Characteristics and Moisture-Density Relationship of Subgrade, Embank	7	Tex-114-E	350	each					$2,450.00
Soil-Lime Testing- Part 1, Part, 2 or Part 3	7	Tex-121-E	425	each					$2,975.00
SUBTOTAL UNIT COSTS									**$43,081.00**

OTHER DIRECT EXPENSES	# OF UNITS		COST/UNIT	UNIT					
Mileage (Current IRS Rate)	780		$0.700	mile					$546.00
Mobilization and Demobilization of Drilling Rig (Trips over 100 miles from office to site)	280		$6.00	mile					$1,680.00
Traffic Control Services, Arrow Boards and Attenuator trucks - (includes labor, equipment and fuel)	10		$2,420.00	day					$24,200.00
SUBTOTAL DIRECT EXPENSES									**$26,426.00**

SUMMARY	
TOTAL COSTS FOR GEO ONLY	$30,060.00
NON-SALARY (UNIT COSTS) FOR GEO ONLY	$43,081.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR GEO ONLY	$26,426.00
GRAND TOTAL	$99,567.00

FEE SCHEDULE

TASK DESCRIPTION	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	ENGINEER TECHNICIAN	ENGINEER IN TRAINING I	UTILITIES COORDINATOR SENIOR	UTILITIES COORDINATOR	UTILITIES FIELD INSPECTOR SENIOR	UTILITIES FIELD INSPECTOR	ENGINEERING SPECIALIST (UTILITY)	ADMIN/ CLERICAL	TOTAL LABOR HRS & COSTS	NO OF DWGS	HR / SHT
Utility Engineering													82	N/A	N/A
Utility Base Layou	6				34	34	8						88	N/A	N/A
Utility Coordination Meeting	24					16	48						16	N/A	N/A
Utility Kick Off Mtg & Field Review	8						8					12	188	N/A	N/A
Utility Conflict Matrix, CAD file and Contact List Progress Mtgs w State and it's rep	16				68	60	32								
Utility Coordination															
HOURS SUB-TOTALS	54	0	0	0	102	110	96	0	0	0	0	12	374	#REF!	
CONTRACT RATE PER HOUR	$360.00	$100.00	$200.00	$100.00	$135.00	$140.00	$190.00	$100.00	$100.00	$100.00	$100.00	$100.00			
TOTAL LABOR COSTS	$20,520.00	$0.00	$0.00	$0.00	$13,770.00	$15,400.00	$18,240.00	$0.00	$0.00	$0.00	$0.00	$1,200.00	$69,130.00		
% DISTRIBUTION OF STAFFING	14.44%	0.00%	0.00%	0.00%	27.27%	29.41%	25.67%	0.00%	0.00%	0.00%	0.00%	3.21%			
	-														
SUBTOTAL													$69,130.00		

LABOR SUMMARY BY FUNCTION CODE	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	UTILITIES COORDINATOR SENIOR	UTILITIES COORDINATOR	UTILITIES FIELD INSPECTOR SENIOR	UTILITIES FIELD INSPECTOR	ENGINEERING SPECIALIST (UTILITY)	ADMIN/ CLERICAL	TOTAL MH	TOTAL COSTS
Utility Engineering	54	0	0	0	102	110	96	0	0	0	0	12	374	$69,130.00
SUBTOTAL LABOR EXPENSES	54	0	0	0	102	110	96	0	0	0	0	12		$69,130.00

UNIT COSTS	# OF UNITS		COST/UNIT	UNIT								
SUE Mobilization/Demobilizatio	660		$5.50	mile								$3,630.00
SUE Quality Level D	0		$0.40	LF								$0.00
SUE Quality Level C	0		$0.40	LF								$0.00
SUE Quality Level B - Utility Designation	17,200		$1.85	LF								$31,820.00
SUE Quality Level A - Utility Locate, Test Holes) Level A 0 to 5	6		$1,500.00	each								$9,000.00
SUE Quality Level A - Utility Locate, Test Holes) Level A > 5 to 8	8		$1,750.00	each								$14,000.00
SUE Quality Level A - Utility Locate, Test Holes) Level A > 8 to 13	10		$1,900.00	each								$19,000.00
SUE Quality Level A - Utility Locate, Test Holes) Level A > 13 to 20	0		$2,500.00	each								$0.00
SUE Quality Level A - Utility Locate, Test Holes) Level A > 20	0		$175.00	FT								$0.00
One (1) Designating Person with equipmer	18		$150.00	hour								$2,700.00
Two (2) Designating Person with equipmer	18		$200.00	hour								$3,600.00
Two (2) Person Vacuum Excavation with equipmer	0		$300.00	hour								$0.00
Coring and repairing the pavement includes labor, equipment, and materi	2		$250.00	each								$500.00
SUBTOTAL UNIT COSTS												$84,250.00

OTHER DIRECT EXPENSES	# OF UNITS		COST/UNIT	UNIT								
Mileage (Current IRS Rate	0		$0.700	mile								$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - (Includes labor, equipment ar fuel)	1		$5,250.00	day								$5,250.00
SUBTOTAL DIRECT EXPENSES												$5,250.00

SUMMARY	
TOTAL COSTS FOR SUE ONLY	$69,130.00
NON-SALARY (UNIT COSTS) FOR SUE ONLY	$84,250.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUE ONLY	$5,250.00
GRAND TOTAL	$158,630.00

FEE SCHEDULE NEUMANN RD (10 TOTAL CROSSINGS, 8 ACTIVE, 2 ABANDONED)

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	EIT	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL										
DATA COLLECTION (10 CROSSINGS)		3	3	12	6		24	NA	NA	NA
PROJECT MEETINGS	2	4	4	4		2	16	NA	NA	NA
PROJECT ADMINISTRATION	2					4	6	NA	NA	NA
PRELIMINARY ENGINEERING							0	NA	NA	NA
GEOTECH COORDINATION			2	2			4	NA	NA	NA
ASSIST IN CONSTRUCTION COST ESTIMATES			2	4			6	NA	NA	NA
ASSIST WITH PREPARATION OF PER	1	2	2	4	2	1	12	NA	NA	NA
ASSIST WITH PER MEETING				2		2	4	NA	NA	NA
FINAL DESIGN							0	NA	NA	NA
STRUCTURAL CALCULATIONS (10 CROSSINGS)			20	40		3	63	NA	NA	NA
PIPELINE STRUCTURAL LAYOUT (10 CROSSINGS)	2	8	24	68	68		170	1	10	17
MISCELLENAEOUS STRUCTURAL DETAILS		4	12	16	24		56	1	2	28
PREPARATION OF STANDARDS / PIPELINE STANDARDS				2	4		6	1	2	3
ASSIST WITH DETAILED CONSTRUCTION COST ESTIMATE		3	3	4			10	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL			3	2			5	NA	NA	NA
QA/QC	2	6	8	16	16		48	NA	NA	NA
CONSTRUCTION PHASE SERVICES							0	NA	NA	NA
RESPOND TO QUESTIONS	2	2	4	4			12	NA	NA	NA
ATTEND (2) SITE VISITS FOR (16) CROSSINGS			6	6			12	NA	NA	NA
PREPARATION OF CHANGE ORDERS			4	4			8	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS			8	12			20	NA	NA	NA
RESPOND TO RFIS	2	2	8	8			20	NA	NA	NA
PROVIDE RECORD DRAWINGS				4	12		16	NA	NA	NA
								NA	NA	NA
								NA	NA	NA
HOURS SUB-TOTALS	13	34	113	214	132	12	518		14	
CONTRACT RATE PER HOUR	$285.00	$250.00	$165.00	$125.00	$110.00	$80.00			# OF SHEETS	
TOTAL LABOR COSTS	$3,705.00	$8,500.00	$18,645.00	$26,750.00	$14,520.00	$960.00	$73,080.00			
LABOR SUBTOTAL							**$73,080.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT				
Mileage		mile	"Current IRS rate"				$0.00
Overnight mail - letter size		each					$0.00
Overnight mail - oversized box		each					$0.00
Photocopies B/W (8.5 x 11)		each					$0.00
Photocopies B/W (11 x 17)		each					$0.00
SUBTOTAL DIRECT EXPENSES							**$0.00**

SUMMARY	
TOTAL LABOR COSTS	$73,080.00
OTHER DIRECT EXPENSES	$0.00
TOTAL	**$73,080.00**

FEE SCHEDULE

TASK DESCRIPTION	SR ENV PLANNER	PROJECT ENV PLANNER	JR ENV PLANNER	GIS TECH	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL									
DATA COLLECTION / FIELD RECONNAISSANCE	2		20	12		34	NA	NA	NA
PROJECT MEETINGS (up to 4 meetings)	2	4	4			10	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES (up to 2 meetings)	2					2	NA	NA	NA
PROJECT ADMINISTRATION (up to 4 months)	6				12	18	NA	NA	NA
PRELIMINARY ENGINEERING						0	NA	NA	NA
ENVIRONMENTAL CONSTRAINTS EVALUATION (preparation of Constraints Map)	1	2	4	12		19	NA	NA	NA
PREPARATION OF PER (Environmental Constraints Report - up to 2 rounds of revie	1	6	16			23	NA	NA	NA
PER MEETING (assumes one in person meeting)	1					1	NA	NA	NA
FINAL DESIGN						0	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL						0	NA	NA	NA
HOURS SUB-TOTALS	15	12	44	24	12	107		0	
CONTRACT RATE PER HOUR	$276.00	$218.00	$117.00	$133.00	$75.00			# OF SHEETS	
TOTAL LABOR COSTS	$4,140.00	$2,616.00	$5,148.00	$3,192.00	$900.00	$15,996.00			
LABOR SUBTOTAL						**$15,996.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT				
Mileage (Current IRS Rate)	100	mile	$0.70				$70.00
ASTM Haz Mat Search (based on land use density and length of project)	1	each	$800.00				$800.00
SUBTOTAL DIRECT EXPENSES							**$870.00**

SUMMARY	
TOTAL LABOR COSTS	$15,996.00
OTHER DIRECT EXPENSES	$870.00
TOTAL	**$16,866.00**

APPENDIX A-2
Scope of Services (Hourly)

The work to be performed by the Engineer for additional services shall be approved in writing by the County, or LJA, prior to the Engineer starting any work on the task. Prior to initiating any work, the Engineer shall submit a scope of services and a proposed fee for each requested task for the County's review and approval. Tasks may include, but are not limited to, Construction Phase services or any other services deemed necessary by the County for the project.

Appendix B
Maximum Hourly Rates and Expenses

R.G. Miller Engineers

Job Classification	Maximum Raw Salary Rate
Principal	$390.00
Department Manager	$370.00
Senior Project Manager	$360.00
Project Manager	$250.00
Assistant Project Manager	$200.00
Construction Manager	$265.00
Senior Project Engineer	$260.00
Project Engineer	$230.00
Senior Hydrologist	$285.00
Hydrologist	$250.00
Engineer-In-Training III	$175.00
Engineer-In-Training II	$160.00
Graduate Engineer/Engineer-In-Training I	$140.00
Senior CADD/Designer	$200.00
CADD/Designer	$180.00
CADD Technician	$150.00
GIS Manager	$225.00
GIS Analyst	$175.00
Sr. Clerical/Administrator/Document Specialist/Recordkeeper	$140.00
Clerical/Administrator	$115.00

Appendix C
Insurance

Engineer's Insurance Requirements. Throughout the term of this Agreement, Engineer shall carry and maintain in force the insurance described herein.

Commercial General Liability Insurance at least as broad as CG 00 01 (including protective liability coverage on operations of independent Engineers engaged in construction, blanket contractual liability coverage, products liability coverage, and explosion, collapse and underground hazards coverage) for the benefit of Engineer, against claims for personal injury, bodily injury and property damage, with a limit of not less than One Million Dollars ($1,000,000) in the event of personal injury or bodily injury to any number of persons or of damage to property arising out of any one occurrence, and not less than $1,000,000 in the aggregate applicable to this Program.

Workers' compensation insurance covering all employees of Engineer employed in, on or about the Program in order to provide statutory benefits as required by the laws of the State of Texas.

Automobile Liability: $300,000 combined single limit per accident for bodily injury and property damage. County shall be named as Additional Insured for this coverage.

Professional Liability: $1,000,000 aggregate covering Engineer in connection with the services to be provided by Engineer under this Agreement.

Engineer shall, upon County's request, furnish County with appropriate certificates evidencing the insurance required to be maintained by Engineer hereunder.

ENGINEERING SERVICES AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF WALLER §

THIS AGREEMENT is made and entered into by and between **WALLER COUNTY, TEXAS**, a public body corporate and politic of the State of Texas acting by and through the Waller County Commissioners Court (hereinafter referred to as "County"), and Kimley Horn & Associates, Inc., hereinafter called the "Engineer" or "Company".

W I T N E S S E T H:

WHEREAS, the County proposes to hire the Engineer to perform design services to reconstruction Double Culvert Road Segment 1 from approximately FM 1736 to just west of the railroad crossing in Waller County, Texas, hereinafter called the "Project;"

WHEREAS, the Engineer has represented to the County that it is qualified and prepared to perform all of the services described in the Scope of Services, Appendices A, attached hereto and incorporated herein by reference as if copied herein verbatim (Scope of Services), and has submitted a proposal to provide professional engineering services for the Project;

WHEREAS, the County is satisfied that the Engineer is capable of performing the necessary services required for the Project and desires to contract with the Engineer to perform the services described in the Scope of Services;

WHEREAS, the provisions of Chapter 252, Texas Local Government Code, Competitive Bidding Law do not apply to the proposed agreement because the contract is for professional engineering services and the services were procured pursuant to Chapter 2254, Texas Government Code;

WHEREAS, the County has determined and found that it would be in the best interest of the County to delegate to LJA Engineering, Inc. ("LJA") supervisory and management authority over the Engineer; and

WHEREAS, the Engineer will control the methods and means in performing the work set out in the Scope of Services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. General

   a. In performing professional engineering services under this Agreement, the Engineer will function solely and exclusively for the benefit of the County and not for the benefit of the Engineer for the Project or any other party. All services rendered by the

Engineer under this Agreement shall be performed under the supervision of LJA. The Engineer shall render services in accordance with generally accepted professional standards of competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and use that degree of care and skill to comply with all applicable laws and regulations.

b. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all deliverable documents and services furnished by the Engineer under this Agreement. The Engineer shall, without additional compensation, correct or revise all errors and omissions in its documents. Reuse of the documents and deliverables for any purpose other than that for which such deliverables were originally prepared, or alteration of such documents or deliverables without the written verification or adaptation by Engineer for the specific purpose intended, shall be at County's risk. All title blocks and engineer's seal, if applicable, shall be noted and made according to Texas Administrative Code.

c. At the County's request, the Engineer will collaborate with LJA and County personnel to facilitate the implementation of a Project Database within the County's Electronic Document Management System. The Electronic Document Management System will provide electronic management that shall govern the distribution and file copies of all Project related correspondence, reports, plans, and technical data. The County and the Engineer will use this system to facilitate the effective electronic exchange of Project information and documents with members of the design team and other interested stakeholders.

d. The Engineer will collaborate with LJA and County personnel to facilitate the maintenance of the Project Database. Project files shall be entered into the database by the Engineer on a timely basis and made available by LJA and the County at all times for performance of daily Project activities. Other documents, including those used for legal review, audit requests/requirements, and open records request purposes, shall be entered by the County staff assisting the Engineer team. The Engineer shall also ensure that all Project files are appropriately entered into the database:

    1. At all critical milestones;
    2. At established periodic intervals; and
    3. Following completion of the work as a final Project record, including applicable record drawings.

e. County may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("County Data"). Engineer may reasonably and in good faith rely upon the accuracy of County Data provided by County or any third party designated by County. However, Engineer will not ignore the implications of information furnished to Engineer and shall make reasonable inquiries if County Data as furnished appears to be incorrect or incomplete. Engineer makes no representations or warranties as to the quality, accuracy, usefulness, or completeness of any Services to the extent Engineer relies on County Data. Engineer, its officers, directors, and employees shall have no liability

whatsoever with respect to the use of unreliable, inaccurate, or incomplete County Data.

2. Scope of Services

The services to be provided herein in regard to the Project are defined in Appendices A ("Scope of Services").

3. Compensation and Payment

a. The Engineer shall be entitled to payment of the lump sum amount of **$910,587.69** for services to perform the tasks delineated in Appendix A-1. Development of the plans for the Project will be the responsibility of the Engineer. The Engineer shall submit plans for County review at 30%, 60%, 90% and 100% completion, unless modified in writing by County. The County shall review and provide the Engineer comments to the submittals within 20 working days of receipt. The County will pay the Engineer commensurate to the plan submittal completion based upon the County's assessment. The Engineer will not receive further payment until the County is satisfied with the Engineer's responses to the review comments. The services necessary to perform the tasks delineated in Appendix A-2 shall be paid based on hourly rates and the County shall not be obligated to pay in excess of **$72,270.00** for the services described in Appendix A-2. The Engineer shall not be obligated to perform further services hereunder once the Scope of Services delineated in Appendices A-1 and A-2 have been performed.

(1) All hourly billing for the services defined in Appendix A-2 and any additional services not included in the Scope of Services under this Agreement, including changes in the contractual scope of work and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by the County, and will be reimbursed at the raw salary rates in effect at that time, times a multiplier as set forth below, to the extent that such direct salary costs and subcontracts are reasonable and necessary for the performance of such services. The reimbursable hourly raw salary rates cannot exceed those set forth in Appendix B. The Engineer shall also be entitled to expense reimbursement as set forth in Appendix B, provided that miscellaneous expenses, if any, may be reimbursed hereunder only when LJA determines that incurring such expenses is not required as part of the original Scope of Services and provides written approval of such expense in advance of it being incurred. Payment will be made on the basis of certified time and expense records and in accordance with those payment procedures set forth in subparagraph b., below. Billing rates will have a 3.00 multiplier on raw salary rates.

(2) Where Subconsultants are employed by the Engineer to perform additional services not within the original Scope of Services, the Engineer will be reimbursed for Subconsultants' salaries and hourly rates, including overtime rates, on the same basis as described for the Engineer's own personnel in subparagraph a. (1), of this Paragraph. Reimbursement to the Subconsultant for non-salary costs incurred by

Subconsultants will be on the same basis as if the costs were incurred by the Engineer. Total contract amounts shall include Subconsultant fees.

b. It is understood and agreed that monthly payments will be made to the Engineer by the County based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the fifteenth day of the month following completion of all services hereunder, the Engineer shall submit to the County the invoice electronically showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for additional services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the County Auditor). The fee, as determined by the methods described herein, includes out-of-pocket costs of Engineer for delivery services, parking, mileage at IRS rate and document printing. Travel expenses submitted for reimbursement must be incurred in accordance with County's travel policy. All expenses submitted by Engineer shall be subject to approval by County prior to reimbursement.

LJA shall review such invoices and approve them within ten (10) calendar days with such modifications as are consistent with this Agreement and forward same to the County Engineer, who will forward to the County Auditor. The County shall pay each such invoice as approved by the County Auditor within twenty (20) calendar days after the County Auditor's approval of same. Invoices are due and payable net 30 days from receipt.

c. It is expressly understood and agreed that the County has available the total maximum sum of **$982,857.69** as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement except for those certified available for this Agreement by the Waller County Auditor, as evidenced by the issuance of a purchase order by Waller County for the certified amount. Once the funds are expended for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement, the County shall have no further obligations nor shall the Engineer be required to perform further services hereunder.

4. Time of Performance

It is understood and agreed that time is of the essence for performance of the Engineer's services under this Agreement and services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

5. The County's Option to Terminate

a. The County has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing written notice of such intention to terminate and by

stating in said notice the "Termination Date." Upon such termination, the County shall compensate the Engineer in accordance with Paragraph 3., above, for those services that were provided under this Agreement prior to its termination and that have not been previously invoiced to the County. The Engineer's final invoice for said services will be presented to and paid by the County in the same manner set forth in Paragraph 3. b., above.

b. Termination of this Agreement and payment in settlement as described in subparagraph a. of this Paragraph shall extinguish all rights, duties, obligations, and liabilities of the County and the Engineer under this Agreement and this Agreement shall be of no further force and effect; provided, however, such termination shall not act to release the Engineer from liability for any previous default either under this Agreement or under any standard of conduct set by law. No termination of this Agreement shall have the effect of terminating the Engineer's obligations under Sections 7 (Delays and Damages), 8 (Inspection of the Engineer's Books and Records), 12 (Appearance as Witness), or 15 (Indemnification).

c. If the County shall terminate this Agreement as provided in this Paragraph, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.

d. The County's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the County by virtue of this Agreement or otherwise. Failure of the County to exercise any of its rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by law.

e. Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the County upon the Engineer's receipt of termination payment when and if this Agreement is terminated.

6. Source of Fee Payments

The County intends to pay for design and construction with the proceeds from the sale and issuance of bonds. It is expressly acknowledged that all payments owing for Engineering services performed under this Agreement shall be made solely from this source of funds for financing design and construction of the Project. The County shall be under no liability under this Agreement to make payment to the Engineer from any other source. In addition, the County reserves the right, at its sole discretion, at any time prior to issuance by the County of the written notice to proceed, to terminate this Agreement and in the event of such termination, the Engineer shall not be entitled to any payment, nor have any claim for compensation or damages resulting from such cancellation. In no event shall the liability of the County under this Agreement exceed the amount hereunder certified as available by the County Auditor.

7. Delays and Damages

Except as otherwise provided herein, the Engineer agrees that no other charges or claims for damage shall be made by it against the County for any delays or hindrances occurring during the progress of the Engineer in providing to the County the services specified in this Agreement.

8. Inspection of the Engineer's Books and Records

County shall have the right, during normal business hours, to inspect, copy and audit at any time, and from time to time, all of Engineer's files, books, records, costs, and expenses pertaining to the Program. The County will conduct an audit on an annual basis, or more frequently at its sole discretion. If County elects to audit Engineer's files, books, records, costs, and expenses pertaining to the Program, and the audit discloses a discrepancy of one percent (1%) or more from the payment applications or invoices, then, in addition to repaying County all sums owing, Engineer shall pay the cost of the audit. Any such audit or examination may be undertaken by County or its contracted representative at reasonable times during normal business hours and in conformance with generally accepted auditing standards upon five (5) business days' notice to Engineer.

9. Personnel, Equipment, and Material

a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of LJA, to perform the services when and as required and without delays. It is understood that LJA will approve assignment and release of all key engineering personnel and that the Engineer shall submit written notification of all key engineering personnel changes monthly for LJA's approval prior to the implementation of such changes. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.

b. All employees of the Engineer or Subconsultants hired by the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer or Subconsultant of the Engineer who, in the opinion of LJA, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of LJA, immediately be removed from association with the Project.

c. Except as otherwise specified, the Engineer shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

10. Subletting

The Engineer shall not sublet, assign, or transfer all or any part of the services in this Agreement without the prior written approval of the County. Even in the case of a permitted sublet, Engineer shall remain responsible under this Agreement for the work.

11. Conferences

At the request of LJA, the Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of LJA, or at the site of the Project. LJA and the County are permitted to inspect the Engineer site Project offices.

12. Appearance as Witness

If requested by the County, or on its behalf, the Engineer shall prepare such engineering exhibits and plats as may be requested for all hearings and trials related to the Project and, further, it shall prepare for and appear at conferences and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project. Compensation for trial preparation and appearance by the Engineer in courts regarding litigation matters will be made in accordance with the provisions of Paragraph 3. a. (1), above.

13. Compliance with Laws

The Engineer shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees specified above.

The Engineer shall strictly comply with Section 2251.022 Texas Government Code, and shall require that its Subconsultants fully comply with Section 2251.023 Texas Government Code.

14. Insurance

The Engineer shall obtain, keep and maintain any and all insurance that may be required by law or that may be required by any agreement the County has with any other party concerning the Project as contained in Attachment C.

15. Indemnification

TO THE EXTENT ALLOWED BY LAW, THE ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, AND AGENTS FROM LIABILITY, LOSSES, EXPENSES, DEMANDS, REASONABLE ATTORNEYS' FEES, AND CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE TO THE EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OF THE ENGINEER (INCLUDING THE ENGINEER'S AGENTS, EMPLOYEES, VOLUNTEERS, AND SUBCONSULTANTS/CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL) IN THE

PERFORMANCE OF THE SERVICES DEFINED IN THIS AGREEMENT. THE ENGINEER SHALL ALSO SAVE THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, IN PROPORTION TO THE ENGINEER'S LIABILITY, THAT MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SUCH CLAIMS OR LIABILITIES.

16. Delivery of Notices, Etc.

a. All routine written notices, invoices, change orders, etc. are to be delivered to the County Engineer J. Ross McCall, P.E., 775 Business US 290 East, Hempstead, TX 77445, or at such other place or places as the County may designate by written notice delivered to the Engineer.

All formal notices and demands under this Agreement shall be delivered to the Waller County Judge, Attention: Carbett "Trey" J. Duhon III, 425 FM 1488, Hempstead, TX 77445.

b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to Michael Lucas, CPCM, Kimley Horn & Associates, Inc., 614 Holleman Drive East, Suite 1100, College Station, TX 77840, or at such other place or places as the Engineer may designate by written notice delivered to the County.

17. Reports of Accidents, Etc.

Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.

18. The County's Acts

Anything to be done under this Agreement by the County may be done by such persons, corporations, or firms as the County may designate.

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the County under this Agreement shall be deemed to be valid covenants and obligations only to

the extent authorized by the Act creating the County and permitted by the laws and the Constitution of the State of Texas.

20. Captions Not a Part Hereof

The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof but are only labels to assist in locating and reading the provisions hereof.

21. Controlling Law, Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. This Agreement shall be performed entirely in Waller County, Texas and the parties hereto acknowledge that venue is proper in Waller County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

22. Successors and Assigns

The County and the Engineer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

23. Independent Engineer

Notwithstanding any provision of this Agreement, the Engineer shall at all times act as an independent Engineer, and not as an employee of the County, and the Engineer shall be responsible for the means and methods employed in performing services hereunder.

24. Certificate of Interested Parties (Form 1295)

Texas law requires all parties who enter into any contract with the County that must be approved by Commissioners Court to disclose all Interested Parties. Texas Ethics Commission Form 1295 must be completed in its entirety. If changes to this Form are necessary during this Agreement, the Engineer will notify and send the County an updated and complete version.

25. Additional Statutory Requirements. Certain State Law Requirements for Contracts. For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Engineer hereby verifies that Engineer and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

b. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Engineer does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

c. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Engineer does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

d. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

BY ACCEPTANCE OF AGREEMENT, ENGINEER ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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IN WITNESS WHEREOF, County and Engineer have caused their respective duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first above written.

COUNTY:

WALLER COUNTY

Signed by:
Judge Trey Duhon
Carbett "Trey" J. Duhon III, County Judge

4/3/2025
Date

ENGINEER:

Kimley-Horn and Associates, Inc.

Signed by:
Michael Lucas
Michael Lucas, CPCM

4/2/2025
Date

ATTEST:

Signed by:
Debbie Hollan
Debbie Hollan, County Clerk

Approved:

DocuSigned by:
J. Ross McCall
J. Ross McCall, P.E., County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed $982,857.69 to accomplish and pay the obligation of Waller County in the foregoing matter.

Signed by:
Alan R. Younts
Alan R. Younts, County Auditor

APPENDIX A-1
Scope of Services (Lump Sum)

Scope of Services
Double Culvert Road – Segment 1

The proposed improvements include the reconstruction an existing 2-lane asphalt roadway for 2.06 miles on Double Culvert Road from FM 1736 to approximately 30 feet just west of the existing UPRR Railroad.

Work not specifically listed below will be provided by others.

1. General

- The Engineer will collect all available land plans, existing as-built plans, drainage studies, survey data, and all other data pertaining to the design of the project
- Attend periodic progress meetings with the County, their consultants, and other stakeholders as required to present a status report on design development
- The engineer shall coordinate with and prepare a permit application for TxDOT approval
- The engineer shall coordinate with the governing drainage district and water authorities
- The engineer shall coordinate with local permitting agencies
- The engineer shall coordinate with existing and future development
- The Engineer shall coordinate with utilities, pipelines, LIDS, HOAs, POAs, and MUDs, to analyze impacts and obtain Letters of No Objections (LONOs) or have utilities relocate
- The Engineer shall perform QA/QC at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-up of that deliverable. A milestone submittal is not considered complete unless the associated internal red-line mark-ups are submitted
- The Engineer shall coordinate all subconsultant activity to include quality of and consistency of plans and administration of the invoices and monthly progress reports
- The Engineer shall develop a detailed project schedule and prepare invoicing and progress reports for each month
- County projects will follow Waller County design criteria

2. Preliminary Engineering

- Perform detailed field survey for the design phase
- Perform detailed SUE QL A-D for the detailed design phase and minimal QL-B in areas determined by the design team up to the total footage listed below. Perform up to 6 QL-A test holes

- Up to 35,000 LF of QL-D
- Up to 20,000 LF of QL-C
- Up to 10,000 LF of QL-B

- Perform geotechnical evaluation for pavement design and structural design (pipeline crossings) conducted in the final design phase
- Perform an environmental constraints evaluation and identify any required approvals to proceed to the final design phase
- Present a schematic roll plot for each alternative with horizontal and vertical alignments
- Evaluate up to (5) intersections/driveways for sight triangles and analyze need for Unobstructed Visibility Easements (UVE)
- Evaluate ROW requirements (if applicable) for roadway based on preliminary cross sections
- Perform a review of the utilities along the corridor and provide a utility conflict list which includes all correspondence with utility companies to the Program Manager
- Perform a Drainage Analysis in the preliminary design stage to include the following:
  - Confirm existing project outfalls and open ditch conveyance
  - Define drainage boundaries for the project
  - Evaluate existing crossings using HEC-RAS and/or HY-8
  - Provide existing vs proposed flows
- Provide Drainage Report
- Provide updated construction cost estimates based on the preliminary design
- Provide Preliminary Engineering Report (PER, draft and final)
- Attend PER meeting at Waller County facility
- Provide M&Bs for ROW taking after design is finalized at PER meeting (if applicable)

3. Final Design

- Construction drawings will be prepared on 11"x17" sheets
- Obtain LONOs from utilities or have utilities relocated prior to bidding
- Obtain final permitting approvals from all agencies (TxDOT, Cities, RR, etc.) prior to bidding

Scope of Services
Double Culvert Road – Segment 1

- Obtain environmental permit approvals prior to project bidding
- Prepare project title sheet and index sheet
- Prepare horizontal alignment data
- Prepare typical sections
- Prepare roadway plan and profile sheets to include existing topo
- Prepare Earthwork cross sections (including proposed roadway section) based on survey information. Includes slopes and critical elevations on proposed roadway section
- Prepare storm sewer plan and profiles with hydrologic and hydraulic data (if applicable)
- Prepare culvert layouts sheets with hydrologic and hydraulic data
- Prepare drainage and roadway details
- Prepare drainage area maps
- Prepare signing and striping details
- Prepare traffic control plans
- Prepare air bridge or Zero load slab details for projects crossing pipelines
- Prepare erosion control details
- Other Miscellaneous items. Prepare survey control maps, tree protection details, Sanitary/Water line details (or relocation details), driveway details, intersection layout details, retaining walls
- Include construction standards
- Provide updated construction cost estimates based on the final design
- Prepare the complete package for letting including project manual with general notes, specification list, summary of work, utility adjustment summary, geotechnical report (if applicable) and bid form

4. Additional Services

Construction/Bid Phase Services

- Provide administrative documents

Scope of Services
Double Culvert Road – Segment 1

- Attend pre-bid meeting
- Respond to questions from bidders
- Attend preconstruction meeting
- Attend field meetings and make visits to site
- Calculate quantities and assist the County engineer in preparing change orders
- Review and approval of shop drawings
- Review and approval of forming details
- Respond to requests for information (RFIs)
- Answer general questions
- Provide record drawings

Survey – Special Services

- Right-of-Entry Coordination for Railroad Property - Staff will coordinate with Union Pacific Railroad (UPRR) in order to access the railroad property for surveying purposes. This includes communication, preparing forms and exhibits required by UPRR for permitting, as well as railroad training.

Attachment 2

FEE SCHEDULE

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL													
DATA COLLECTION	4		6	8						18	NA	NA	NA
PROJECT MEETINGS	40		50							90	NA	NA	NA
TXDOT PERMIT	4		20	60						84	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES	8		20							28	NA	NA	NA
PROJECT ADMINISTRATION	40		12							52	NA	NA	NA
PRELIMINARY ENGINEERING										0	NA	NA	NA
FIELD SURVEYING	4		15	20						39	NA	NA	NA
SUE COORDINATION	2		4							6	NA	NA	NA
GEOTECH COORDINATION	2		4							6	NA	NA	NA
ENVIRONMENTAL CONSTRAINTS EVALUATION	2		4							6	NA	NA	NA
PREPARE SCHEMATIC ROLL PLOT										0	NA	NA	NA
ROLL PLOT DESIGN ELEMENTS	3	5	80	80	20					188	NA	NA	NA
ROLL PLOT PRODUCTION			20	60	80					160	NA	NA	NA
QA/QC	4	5	20							29	NA	NA	NA
EVALUTE INTERSECTION SIGHT TRIANGLES	2	2	12	10						26	NA	NA	NA
EVALUATE ROW REQUIREMENTS	2	2	12	12						28	NA	NA	NA
UTILITY COORDINATION			18	18						36	NA	NA	NA
DRAINAGE ANALYSIS										0	NA	NA	NA
DRAINAGE REPORT										0	NA	NA	NA
CONSTRUCTION COST ESTIMATES	4	2	15	15	20					56	NA	NA	NA
PREPARATION OF PER										0	NA	NA	NA
WRITING OF PER	2	10	80	10	10					82	NA	NA	NA
PER EXHIBITS			20	30	30					80	NA	NA	NA
QA/QC	8	10	20							38	NA	NA	NA
PER MEETING	4		4							8	NA	NA	NA
PREPARATION OF MES FOR ROW										0	NA	NA	NA
FINAL DESIGN										0	NA	NA	NA
TITLE SHEET										0	NA	NA	NA
COVER SHEET			1	1	2					4	NA	NA	NA
INDEX			1	2	2					5	NA	NA	NA
GENERAL NOTES			1	2	1					4	NA	NA	NA
HORIZONTAL ALIGNMENT DATA										0	NA	NA	NA
PROJECT CONTROL SHEET 1 OF 3			3	4	6					13	NA	NA	NA
PROJECT CONTROL SHEET 2 OF 3			3	4	6					13	NA	NA	NA
PROJECT CONTROL SHEET 3 OF 3			3	4	6					13	NA	NA	NA
EXISTING TYPICAL SECTIONS										0	NA	NA	NA
SHEET 1 OF 1			3	4	10					17	NA	NA	NA
PROPOSED TYPICAL SECTIONS										0	NA	NA	NA
SHEET 1 OF 1			3	10	20					33	NA	NA	NA
ROADWAY PLAN & PROFILE SHEETS (50 SCALE)										0	NA	NA	NA
SHEET 1 OF 22			3	5	7					15	NA	NA	NA
SHEET 2 OF 22			3	5	7					15	NA	NA	NA
SHEET 3 OF 22			3	5	7					15	NA	NA	NA
SHEET 4 OF 22			3	5	7					15	NA	NA	NA
SHEET 5 OF 22			3	5	7					15	NA	NA	NA
SHEET 6 OF 22			3	5	7					15	NA	NA	NA
SHEET 7 OF 22			3	5	7					15	NA	NA	NA
SHEET 8 OF 22			3	5	7					15	NA	NA	NA
SHEET 9 OF 22			3	5	7					15	NA	NA	NA
SHEET 10 OF 22			3	5	7					15	NA	NA	NA
SHEET 11 OF 22			3	5	7					15	NA	NA	NA
SHEET 12 OF 22			3	5	7					15	NA	NA	NA
SHEET 13 OF 22			3	5	7					15	NA	NA	NA
SHEET 14 OF 22			3	5	7					15	NA	NA	NA
SHEET 15 OF 22			3	5	7					15	NA	NA	NA
SHEET 16 OF 22			3	5	7					15	NA	NA	NA
SHEET 17 OF 22			3	5	7					15	NA	NA	NA
SHEET 18 OF 22			3	5	7					15	NA	NA	NA
SHEET 19 OF 22			3	5	7					15	NA	NA	NA
SHEET 20 OF 22			3	5	7					15	NA	NA	NA
SHEET 21 OF 22			3	5	7					15	NA	NA	NA
SHEET 22 OF 22			3	5	7					15	NA	NA	NA
ROADWAY DETAILS			2	3	5					10	NA	NA	NA
EARTHWORK/DESIGN CROSS SECTIONS (EVERY 50)										0	NA	NA	NA
SHEET 1 OF 15			1	2	3					6	NA	NA	NA
SHEET 2 OF 15			1	2	3					6	NA	NA	NA
SHEET 3 OF 15			1	2	3					6	NA	NA	NA
SHEET 4 OF 15			1	2	3					6	NA	NA	NA
SHEET 5 OF 15			1	2	3					6	NA	NA	NA
SHEET 6 OF 15			1	2	3					6	NA	NA	NA
SHEET 7 OF 15			1	2	3					6	NA	NA	NA
SHEET 8 OF 15			1	2	3					6	NA	NA	NA
SHEET 9 OF 15			1	2	3					6	NA	NA	NA
SHEET 10 OF 15			1	2	3					6	NA	NA	NA
SHEET 11 OF 15			1	2	3					6	NA	NA	NA
SHEET 12 OF 15			1	2	3					6	NA	NA	NA
SHEET 13 OF 15			1	2	3					6	NA	NA	NA
SHEET 14 OF 15			1	2	3					6	NA	NA	NA
SHEET 15 OF 15			1	2	3					6	NA	NA	NA
STORM SEWER PLAN AND PROFILES (50 SCALE)										0	NA	NA	NA
CULVERT LAYOUT SHEETS										0	NA	NA	NA
SHEET 1 OF 3			8	12	12					32	NA	NA	NA
SHEET 2 OF 3			8	12	12					32	NA	NA	NA
SHEET 3 OF 3			8	12	12					32	NA	NA	NA
DRAINAGE DETAILS			5	5	5					15	NA	NA	NA
DRAINAGE SUBAREA MAPS (50 SCALE DOUBLE BANK)										0	NA	NA	NA
EXISTING OVERALL DRAINAGE AREA MAP			3	5	5					13	NA	NA	NA
PROPOSED OVERALL DRAINAGE AREA MAP			3	5	5					13	NA	NA	NA
SHEET 1 OF 11			1	4	3					8	NA	NA	NA
SHEET 2 OF 11			1	4	3					8	NA	NA	NA
SHEET 3 OF 11			1	4	3					8	NA	NA	NA
SHEET 4 OF 11			1	4	3					8	NA	NA	NA
SHEET 5 OF 11			1	4	3					8	NA	NA	NA
SHEET 6 OF 11			1	4	3					8	NA	NA	NA
SHEET 7 OF 11			1	4	3					8	NA	NA	NA
SHEET 8 OF 11			1	4	3					8	NA	NA	NA
SHEET 9 OF 11			1	4	3					8	NA	NA	NA
SHEET 10 OF 11			1	4	3					8	NA	NA	NA
SHEET 11 OF 11			1	4	3					8	NA	NA	NA
SIGNING AND STRIPING LAYOUTS (50 SCALE)										0	NA	NA	NA
SHEET 1 OF 11			1	3	4					8	NA	NA	NA
SHEET 2 OF 11			1	3	4					8	NA	NA	NA
SHEET 3 OF 11			1	3	4					8	NA	NA	NA
SHEET 4 OF 11			1	3	4					8	NA	NA	NA
SHEET 5 OF 11			1	3	4					8	NA	NA	NA
SHEET 6 OF 11			1	3	4					8	NA	NA	NA
SHEET 7 OF 11			1	3	4					8	NA	NA	NA
SHEET 8 OF 11			1	3	4					8	NA	NA	NA
SHEET 9 OF 11			1	3	4					8	NA	NA	NA
SHEET 10 OF 11			1	3	4					8	NA	NA	NA
SHEET 11 OF 11			1	3	4					8	NA	NA	NA
TCP LAYOUTS (50 SCALE DOUBLE BANK)										0	NA	NA	NA
NARRATIVE			3	1	1					5	NA	NA	NA
TCP TYPICALS			3	2	2					7	NA	NA	NA
SHEET 1 OF 15			2	3	4					9	NA	NA	NA
SHEET 2 OF 15			2	3	4					9	NA	NA	NA
SHEET 3 OF 11			2	3	4					9	NA	NA	NA
SHEET 4 OF 11			2	3	4					9	NA	NA	NA
SHEET 5 OF 11			2	3	4					9	NA	NA	NA
SHEET 6 OF 11			2	3	4					9	NA	NA	NA
SHEET 7 OF 11			2	3	4					9	NA	NA	NA
SHEET 8 OF 11			2	3	4					9	NA	NA	NA
SHEET 9 OF 11			2	3	4					9	NA	NA	NA
SHEET 10 OF 11			2	3	4					9	NA	NA	NA
SHEET 11 OF 11			2	3	4					9	NA	NA	NA
SHEET 12 OF 11			2	3	4					9	NA	NA	NA
SHEET 13 OF 11			2	3	4					9	NA	NA	NA
SHEET 14 OF 11			2	3	4					9	NA	NA	NA
SHEET 15 OF 11			2	3	4					9	NA	NA	NA
SHEET 16 OF 11			2	3	4					9	NA	NA	NA
SHEET 17 OF 11			2	3	4					9	NA	NA	NA
SHEET 15 OF 20			2	3	4					9	NA	NA	NA
SHEET 19 OF 20			2	3	4					9	NA	NA	NA
SHEET 20 OF 20			2	3	4					9	NA	NA	NA
SWSP LAYOUTS (50 SCALE DOUBLE BANK)										0	NA	NA	NA
SHEET 1 OF 11			1	2	2					5	NA	NA	NA
SHEET 2 OF 11			1	2	2					5	NA	NA	NA
SHEET 3 OF 11			1	2	2					5	NA	NA	NA
SHEET 4 OF 11			1	2	2					5	NA	NA	NA
SHEET 5 OF 11			1	2	2					5	NA	NA	NA
SHEET 6 OF 11			1	2	2					5	NA	NA	NA
SHEET 7 OF 11			1	2	2					5	NA	NA	NA
SHEET 8 OF 11			1	2	2					5	NA	NA	NA
SHEET 9 OF 11			1	2	2					5	NA	NA	NA
SHEET 10 OF 11			1	2	2					5	NA	NA	NA
SHEET 11 OF 11			1	2	2					5	NA	NA	NA
MISCELLENAEOUS DETAILS			5	5	5					15	NA	NA	NA
PREPARATION OF STANDARDS			10	10						20	NA	NA	NA
QA/QC OF PLANS										0	NA	NA	NA
TITLE SHEET	1	1								2	NA	NA	NA
HORIZONTAL ALIGNMENT DATA	2	2								4	NA	NA	NA
EXISTING TYPICALS	1	1								2	NA	NA	NA
PROPOSED TYPICALS	1	1								2	NA	NA	NA
ROADWAY PLAN & PROFILE SHEETS (50 SCALE)	5	10								15	NA	NA	NA
ROADWAY DETAILS	1	1								2	NA	NA	NA
EARTHWORK/DESIGN CROSS SECTIONS (EVERY 50)	1	2								3	NA	NA	NA
STORM SEWER PLAN AND PROFILES (50 SCALE)	0	0								0	NA	NA	NA
CULVERT LAYOUT SHEETS	1	2								3	NA	NA	NA
DRAINAGE DETAILS	1	1								2	NA	NA	NA
DRAINAGE SUBAREA MAPS (50 SCALE DOUBLE BANK)	1	2								3	NA	NA	NA
SIGNING AND STRIPING LAYOUTS (50 SCALE)	1	1								2	NA	NA	NA
TCP LAYOUTS (50 SCALE DOUBLE BANK)	3	6								9	NA	NA	NA
SWSP LAYOUTS (50 SCALE DOUBLE BANK)	1	1								2	NA	NA	NA
MISCELLENAEOUS DETAILS	1	1								2	NA	NA	NA
DETAILED CONSTRUCTION COST ESTIMATE	2	2	15	20	29					58	NA	NA	NA
PRODUCE PROJECT MANUAL	12	4	20	20						56	NA	NA	NA
HOURS SUB-TOTALS	170	74	881	785	875	0	0	0	0	2 385		0	
CONTRACT RATE PER HOUR	$350 00	$240 00	$200 00	$170 00	$100 00	$100 00	$100 00	$100 00	$100 00			# OF SHEETS	
TOTAL LABOR COSTS	$58 500 00	$17 760 00	$176 200 00	$133 450 00	$108 000 00	$0 00	$0 00	$0 00	$0 00	$454 390 00			
LABOR SUB TOTAL										**$454,390.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage		mile								$0 00
Overnight mail - letter size		each								$0 00
Overnight mail - oversized box		each								$0 00
Photocopies B/W (8 5 x 11)		each								$0 00
Photocopies B/W (11 x 17)		each								$0 00
SUB TOTAL DIRECT EXPENSES										**$0.00**

50
130
20
15
215 765

SUMMARY	
TOTAL LABOR COSTS	$454,390 00
OTHER DIRECT EXPENSES	$0 00
TOTAL	**$454,390.00**

Total Project Fees $982,857.69

FEE SCHEDULE (Drainage)

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL										0	NA	NA	NA
DATA COLLECTION			16		32					48	NA	NA	NA
CONDUCT SITE VISIT			8		8					16	NA	NA	NA
PROJECT MEETINGS		12	32		32					76	NA	NA	NA
TADOT PERMIT		2	8		16					26	NA	NA	NA
RR COORDINATION		2	8		16					26	NA	NA	NA
COORDINATION WITH LOCAL AGENCIES		2	8							10	NA	NA	NA
PROJECT ADMINISTRATION			4							4	NA	NA	NA
PRELIMINARY ENGINEERING										0	NA	NA	NA
DRAINAGE ANALYSIS										0	NA	NA	NA
Hydrology (For 4 cross)										0	NA	NA	NA
Drainage Area Delineation			16		32					48	NA	NA	NA
Hydrologic Parameters (tc, C, etc)			8		24					32	NA	NA	NA
Calculate Peak Flows			8		24					32	NA	NA	NA
HEC-HMS Model Set Up (for areas over 200 acres)			4		9					13	NA	NA	NA
Cross Drainage Structures (For 4 cross)										0	NA	NA	NA
Determine size of drainage crossings (HY-8 Modeling)			8		24					32	NA	NA	NA
HEC-RAS Modeling for FEMA Crossing			16		48					64	NA	NA	NA
Driveway Culvert Analysis (Manning's Equation Spreadsheet)			4		16					20	NA	NA	NA
Roadside Ditch Analysis										0	NA	NA	NA
Hydrologic Calculations			8		24								
Analyze Proposed Capacity of Ditches based on Roadway Cross-Sections			16		48					64	NA	NA	NA
Compare to Existing Capacity			4		16					20	NA	NA	NA
Design Iterations for Roadside Ditches (up to 2)		2	8		24					34	NA	NA	NA
Quantify Impacts and Provide Mitigation Options to offset increases		2	4		16					22	NA	NA	NA
QC (Analysis & Drainage Report)		32											
DRAINAGE REPORT			16		32					48	NA	NA	NA
ASSIST IN CONSTRUCTION COST ESTIMATES			4		8					12	NA	NA	NA
ASSIST WITH PREPARATION OF PER			8		16					24	NA	NA	NA
ASSIST WITH PER MEETING		4	4							8	NA	NA	NA
FINAL DESIGN										0	NA	NA	NA
STORM SEWER PLAN AND PROFILES (50 SCALE)										0	NA	NA	NA
CULVERT LAYOUT SHEETS			2		4					6	NA	NA	NA
DRAINAGE DETAILS			2		4					6	NA	NA	NA
DRAINAGE SUBAREA MAPS (50 SCALE DOUBLE BANK)			4		8					12	NA	NA	NA
SWDP LAYOUTS (50 SCALE DOUBLE BANK)										0	NA	NA	NA
MISCELLENAEOUS DETAILS			2		2					4	NA	NA	NA
PREPARATION OF STANDARDS			2		2					4	NA	NA	NA
ASSIST WITH DETAILED CONSTRUCTION COST ESTIMATE			4		4					8	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL			4		4					8	NA	NA	NA
CONSTRUCTION PHASE SERVICES										0	NA	NA	NA
RESPOND TO QUESTIONS										0	NA	NA	NA
ATTEND FIELD MEETINGS AND SITE VISITS										0	NA	NA	NA
PREPARATION OF CHANGE ORDERS										0	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS										0	NA	NA	NA
REVIEW AND APPROVE FORMING DETAILS										0	NA	NA	NA
RESPOND TO RFIS										0	NA	NA	NA
ANSWER GENERAL QUESTIONS										0	NA	NA	NA
PROVIDE RECORD DRAWINGS										0	NA	NA	NA
HOURS SUB-TOTALS	0	58	240	0	493	0	0	0	0	791		0	
CONTRACT RATE PER HOUR		$260.00	$200.00		$160.00	$100.00	$100.00	$100.00	$100.00			# OF SHEETS	
TOTAL LABOR COSTS	$0.00	$15,080.00	$48,000.00	$0.00	$78,880.00	$0.00	$0.00	$0.00	$0.00	$141,960.00			
LABOR SUBTOTAL										$141,960.00			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage		mile								$0.00
Overnight mail - letter size		each								$0.00
Overnight mail - oversized box		each								$0.00
Photocopies B/W (8.5 x 11)		each								$0.00
Photocopies B/W (11 x 17)		each								$0.00
SUBTOTAL DIRECT EXPENSES										$0.00

SUMMARY	
TOTAL LABOR COSTS	$141,960.00
OTHER DIRECT EXPENSES	$0.00
TOTAL	**$141,960.00**

FEE SCHEDULE (Structural)

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL													
DATA COLLECTION	1	1	2							4	NA	NA	NA
SITE VISIT		4								4	NA	NA	NA
PROJECT MEETINGS	2	8	4							14	NA	NA	NA
PROJECT ADMINISTRATION										0	NA	NA	NA
PRELIMINARY ENGINEERING										0	NA	NA	NA
GEOTECH COORDINATION										0	NA	NA	NA
PIPELINE CROSSING CONCEPT PLAN	2	8	8					8		26	NA	NA	NA
ASSIST IN CONSTRUCTION COST ESTIMATES		1		4						5	NA	NA	NA
ASSIST WITH PREPARATION OF PER										0	NA	NA	NA
ASSIST WITH PER MEETING										0	NA	NA	NA
FINAL DESIGN										0	NA	NA	NA
ROADWAY DETAILS										0	NA	NA	NA
PIPELINE STRUCTURAL DETAILS	2	29	26	29				44		130	NA	NA	NA
MISCELLENAEOUS DETAILS										0	NA	NA	NA
PREPARATION OF STANDARDS										0	NA	NA	NA
ASSIST WITH DETAILED CONSTRUCTION COST ESTIMATE										0	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL										0	NA	NA	NA
CONSTRUCTION PHASE SERVICES										0	NA	NA	NA
RESPOND TO QUESTIONS										0	NA	NA	NA
ATTEND FIELD MEETINGS AND SITE VISITS										0	NA	NA	NA
PREPARATION OF CHANGE ORDERS										0	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS	2	6	6							14	NA	NA	NA
REVIEW AND APPROVE FORMING DETAILS	0	0	0							0	NA	NA	NA
RESPOND TO RFIS	2	2	2							6	NA	NA	NA
ANSWER GENERAL QUESTIONS										0	NA	NA	NA
PROVIDE RECORD DRAWINGS										0	NA	NA	NA
HOURS SUB-TOTALS	11	59	48	33	0	0	0	52	0	203		0	
CONTRACT RATE PER HOUR	$300.00	$265.00	$210.00	$160.00	$100.00	$100.00	$100.00	$110.00	$100.00			# OF SHEETS	
TOTAL LABOR COSTS	$3,300.00	$15,635.00	$10,080.00	$5,280.00	$0.00	$0.00	$0.00	$5,720.00	$0.00	$40,015.00			
LABOR SUBTOTAL										**$40,015.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage		mile								$0.00
Overnight mail - letter size		each								$0.00
Overnight mail - oversized box		each								$0.00
Photocopies B/W (8.5 x 11)		each								$0.00
Photocopies B/W (11 x 17)		each								$0.00
SUBTOTAL DIRECT EXPENSES										**$0.00**

SUMMARY	
TOTAL LABOR COSTS	$40,015.00
OTHER DIRECT EXPENSES	$0.00
TOTAL	**$40,015.00**

FEE SCHEDULE (Environmental)

TASK DESCRIPTION	PRINCIPAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR PROJECT ENGINEER	PRINCIPAL INVESTIGATOR ARCHEOLOGIST	PROJECT ENGINEER	JUNIOR BIOLOGIST	SENIOR BIOLOGIST	GIS STAFF	JUNIOR ARCHEOLOGIST	SENIOR TECHNICIAN	PROJECT ASSISTANT	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS
GENERAL														
PROJECT MANAGEMENT	2	4	12										6	20
ENVIRONMENTAL ENGINEERING														0
Task 1 - Natural Resources Desktop Review				2		4	4	8	4		4	1		27
Task 2 - Cultural Resources Desktop Assessment/THC Project Review					2			16	4	18		1		41
Task 3 - Hazardous Materials Initial Site Assesment				1		4	1	2			1	1		10
HOURS SUB-TOTALS	2	4	12	3	2	8	5	26	8	18	5	3	8	104
CONTRACT RATE PER HOUR	$405.00	$294.00	$230.00	$248.85	$219.45	$160.65	$110.25	$118.65	$131.25	$88.20	$96.60	$74.55	$150.00	
TOTAL LABOR COSTS	$810.00	$1,176.00	$2,760.00	$746.55	$438.90	$1,285.20	$551.25	$3,084.90	$1,050.00	$1,587.60	$483.00	$223.65	$1,200.00	$15,397.05
LABOR SUBTOTAL														**$15,397.05**

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage		mile								$0.00
Overnight mail - letter size		each								$0.00
Overnight mail - oversized box		each								$0.00
Photocopies B/W (8.5 x 11)		each								$0.00
Photocopies B/W (11 x 17)		each								$0.00
EDR Regulatory Database Radius Search Report	1	each	$460.00							$460.00
SUBTOTAL DIRECT EXPENSES										**$460.00**

SUMMARY	
TOTAL LABOR COSTS	$15,397.05
OTHER DIRECT EXPENSES	$460.00
TOTAL	**$15,857.05**

FEE SCHEDULE (Geotechnical)

TASK DESCRIPTION	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER DESIGN	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	ENGINEERING TECHNICIAN SENIOR	ENGINEERING TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS & COSTS	NO OF DWGS	HR / SHT
GEOTECH INVESTIGATION												
Coordinate Soil Bore Locations/Mark/Utility Call-ins			24							24	N/A	N/A
Field Personnel and Management During Drilling	2	9	4					24		39	N/A	N/A
Sample Classification, Laboratory Coordination and Boring Log Generation			6							6	N/A	N/A
Preliminary Geotechnocal Report with Bridge Reccomendations	7.5	24	87						12	130.5	N/A	N/A
Final Geotechincal Report with Bridge Reccomendations	1	4	8							13	N/A	N/A
Prepare Boring Log Sheets, Stamp and Seal		2								2	N/A	N/A
HOURS SUB-TOTALS	11	39	129	0	0	0	0	24	12	215	#REF!	
CONTRACT RATE PER HOUR	$266.00	$218.00	$176.00	$100.00	$100.00	$100.00	$100.00	$83.00	$75.00			
TOTAL LABOR COSTS	$2,793.00	$8,502.00	$22,704.00	$0.00	$0.00	$0.00	$0.00	$1,992.00	$900.00	$36,891.00		
% DISTRIBUTION OF STAFFING	4.90%	18.18%	60.14%	0.00%	0.00%	0.00%	0.00%	11.19%	5.59%			
SUBTOTAL FC 102 (110)										**$36,891.00**		

LABOR SUMMARY BY FUNCTION CODE	SUPPORT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT SENIOR	ENGINEER PROJECT	ENGINEER DESIGN	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	GEOLOGIST JUNIOR	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
GEOTECH INVESTIGATION	11	39	129	0	0	0	0	24	12	214.5	$36,891.00
SUBTOTAL LABOR EXPENSES	11	39	129	0	0	0	0	24	12		$36,891.00

UNIT COSTS	# OF UNITS	Test Code	COST/UNIT	UNIT					
Unconfined Compressive Strength (Soil)	11	ASTM D2166	$54.00	each					$594.00
Unconfined Compressive Strength (Rock)		ASTM D2938		each					$0.00
Soil Boring/Rock Coring without TCP (< 60 ft)	110	N/A	$27.00	LF					$2,970.00
Soil Boring/Rock Coring without TCP (> 60 ft)		N/A		LF					$0.00
Borehole Grouting - Bentonite Chips	110	N/A	$13.00	LF					$1,430.00
Determining Moisture Content in Soil Materials	55	Tex-103-E	$12.00	each					$660.00
Determining Liquid Limits of Soils		Tex-104-E		each					$0.00
Determining Plastic Soil Limits		Tex-105-E		each					$0.00
Calculating the Plasticity Index of Soils	11	Tex-106-E	$76.00	each					$836.00
Particle Size Analysis of Soils	4	Tex-110-E	$164.00	each					$656.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	7	Tex-111-E	$59.00	each					$413.00
Determining Sulfate Content in Soils - Colorimetric Method		Tex-145-E		each					$0.00
SUBTOTAL UNIT COSTS									**$7,559.00**

OTHER DIRECT EXPENSES	# OF UNITS		COST/UNIT	UNIT					
Mileage	43	HR	$13.000	HR					$559.00
Mobilization and Demobilization of Drilling Rig (Trips over 100 miles from office to site)	1		$746.00	LS					$746.00
fuel)	2		$1,320.00	day					$2,640.00
Daily Mobilization of crew	1		565	day					$565.00
SUBTOTAL DIRECT EXPENSES									**$4,510.00**

SUMMARY	
TOTAL COSTS FOR GEO ONLY	$36,891.00
NON-SALARY (UNIT COSTS) FOR GEO ONLY	$7,559.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR GEO ONLY	$4,510.00
Report Production	$300.00
GRAND TOTAL	$49,260.00

FEE SCHEDULE (Survey)

TASK DESCRIPTION	SURVEYOR RPLS SENIOR	SURVEY TECHNICIAN SIT	SURVEY DRAFTER	RESEARCH MANAGER	2-PERSON FIELD CREW	SURVEY INSTRUMENT OPERATOR	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
BASIC SERVICES									
RIGHT OF ENTRY (LETTERS, MAILING, & COORDINATION;	4	1		2			7		
FIELD SURVEY	24	40	72	12	140		288	N/A	N/A
RIGHT OF ENTRY COORDINATION FOR RAILROAD PROPERTY	4	5		2	4		15	N/A	N/A
EXISTING RIGHT OF WAY STAKING (THREE (3) TIMES;	12	24			60		96	N/A	N/A
HOURS SUB-TOTALS	44	70	72	16	204	0	406	0	
CONTRACT RATE PER HOUR	$270.00	$150.00	$100.00	$135.00	$230.00	$90.00			
TOTAL LABOR COSTS	$11,880.00	$10,500.00	$7,200.00	$2,160.00	$46,920.00	$0.00	$78,660.00		
% DISTRIBUTION OF STAFFING	10.84%	17.24%	17.73%	3.94%	50.25%	0.00%			
SUBTOTAL BASIC SERVICES							**$78,660.00**		

SUMMARY	
TOTAL COSTS FOR BASIC SERVICES ONLY	$78,660.00
BASIC SERVICES - DIRECT EXPENSES (NOT TO EXCEED)	$15,000.00
GRAND TOTAL	**$93,660.00**

FEE SCHEDULE (SUE)

TASK DESCRIPTION	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	ENGINEER TECHNICIAN	ENGINEER IN TRAINING I	CADD OPERATOR SENIOR	CADD OPERATOR	CADD OPERATOR JUNIOR	SUE MANAGER	SUE FIELD MANAGER	UTILITIES COORDINATOR SENIOR	UTILITIES COORDINATOR	UTILITIES FIELD INSPECTOR SENIOR	UTILITIES FIELD INSPECTOR	ENGINEERING SPECIALIST (UTILITY)	ADMIN/ CLERICAL	TOTAL LABOR HRS & COSTS	NO OF DWGS	HRS / SHT
Utility Engineering																				
Utility Base Layout	24					8		8				20	12				8	80	N/A	N/A
Utility Coordination Meetings																		0	N/A	N/A
Utility Kick Off Mtg & Field Review																		0	N/A	N/A
Utility Conflict Matrix, CAD file and Contact List (Progress Mtgs w State and Rs reps																		0	N/A	N/A
Utility Coordination																		0		
HOURS SUB TOTALS	24	0	0	0	0	8	0	8	0	0	0	20	12	0	0	0	8	80	#REF!	
CONTRACT RATE PER HOUR	$367.43					$138.33		$112.58				$230.88	$165.37				$126.00			
TOTAL LABOR COSTS	$8,898.32	$0.00	$0.00	$0.00	$0.00	$1,106.64	$0.00	$900.64	$0.00	$0.00	$0.00	$4,617.60	$1,984.44	$0.00	$0.00	$0.00	$1,008.00	$16,515.64		
% DISTRIBUTION OF STAFFING	30.00%	0.00%	0.00%	0.00%	0.00%	10.00%	0.00%	10.00%	0.00%	0.00%	0.00%	25.00%	15.00%	0.00%	0.00%	0.00%	10.00%			
SUBTOTAL FC 135 (135)																		**$16,515.64**		

LABOR SUMMARY BY FUNCTION CODE	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	CADD OPERATOR SENIOR	CADD OPERATOR	CADD OPERATOR JUNIOR	SUE MANAGER	SUE FIELD MANAGER	UTILITIES COORDINATOR SENIOR	UTILITIES COORDINATOR	UTILITIES FIELD INSPECTOR SENIOR	UTILITIES FIELD INSPECTOR	ENGINEERING SPECIALIST (UTILITY)	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
Utility Engineering	24	0	0	0	0	8	0	8	0	0	0	20	12	0	0	0	8	80	$16,515.64
SUBTOTAL LABOR EXPENSES	24	0	0	0	0	8	0	8	0	0	0	20	12	0	0	0	8		$16,515.64

UNIT COSTS	# OF UNITS		COST/UNIT	UNIT													
SUE Mobe/ation/Demobilization				mile													$0.00
SUE (Quality Level D)	35,000		$0.83	LF													$29,050.00
SUE (Quality Level C)	20,000		$1.78	LF													$35,600.00
SUE (Quality Level B - Utility Designation)	10,000		$2.05	LF													$20,500.00
SUE (Quality Level A - Utility Locate Test Holes) Level A 0 to 5 ft	2		$1,410.00	each													$2,820.00
SUE (Quality Level A - Utility Locate Test Holes) Level A > 5 to 8 ft	2		$1,705.00	each													$3,410.00
SUE (Quality Level A - Utility Locate Test Holes) Level A > 8 to 13 ft	1		$2,400.00	each													$2,400.00
SUE (Quality Level A - Utility Locate Test Holes) Level A > 13 to 20 ft	1		$3,150.00	each													$3,150.00
SUE (Quality Level A - Utility Locate Test Holes) Level A > 20 ft				FT													$0.00
One (1) Designating Person with equipment				hour													$0.00
Two (2) Designating Person with equipment				hour													$0.00
Two (2) Person Vacuum Excavation with equipment				hour													$0.00
Coring and repairing the pavement includes labor, equipment, and materials				each													$0.00
SUBTOTAL UNIT COSTS																	**$96,930.00**

OTHER DIRECT EXPENSES	# OF UNITS		COST/UNIT	UNIT													
Mileage				mile													$0.00
Traffic Control Services - Arrow Boards and Attenuator trucks - (Includes labor, equipment and fuel)				day													$0.00
SUBTOTAL DIRECT EXPENSES																	**$0.00**

SUMMARY	
TOTAL COSTS FOR SUE ONLY	$16,515.64
NON-SALARY (UNIT COSTS) FOR SUE ONLY	$96,930.00
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUE ONLY	$0.00
GRAND TOTAL	**$113,445.64**

FEE SCHEDULE (Additional Services)

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
CONSTRUCTION PHASE SERVICES										0	NA	NA	NA
ADMINSTRATIVE DOCUMENTS	10		12							22	NA	NA	NA
ATTEND PRE-BID MEETING	4		4							8	NA	NA	NA
RESPOND TO QUESTIONS	4		6							10	NA	NA	NA
PRECONSTRUCTION MEETING	4		4							8	NA	NA	NA
ATTEND FIELD MEETINGS AND SITE VISITS	24		64							88	NA	NA	NA
PREPARATION OF CHANGE ORDERS	6		32							38	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS	3		12	12						27	NA	NA	NA
REVIEW AND APPROVE FORMING DETAILS			6	8						14	NA	NA	NA
RESPOND TO RFIS	2	8	16							26	NA	NA	NA
ANSWER GENERAL QUESTIONS	4		4							8	NA	NA	NA
PROVIDE RECORD DRAWINGS	2		24	32						58	NA	NA	NA
HOURS SUB-TOTALS	63	8	184	52	0	0	0	0	0	307		0	
CONTRACT RATE PER HOUR	$350.00	$260.00	$200.00	$170.00	$160.00	$100.00	$100.00	$100.00	$100.00			# OF SHEETS	
TOTAL LABOR COSTS	$22,050.00	$2,080.00	$36,800.00	$8,840.00	$0.00	$0.00	$0.00	$0.00	$0.00	$69,770.00			
LABOR SUBTOTAL										**$69,770.00**			

	SURVEYOR RPLS SENIOR	SURVEY TECHNICIAN SIT	SURVEY DRAFTER	RESEARCH MANAGER	SURVEY PARTY CHIEF	SURVEY INSTRUMENT OPERATOR	TOTAL LABOR HRS. & COSTS	NO OF DWGS	HR / SHT
SURVEY - SPECIAL SERVICES									
RIGHT OF ENTRY COORDINATION FOR RAILROAD PROPERTY	4	5		2	2	2	15	N/A	N/A
HOURS SUB-TOTALS	4	5	0	2	2	2	15	0	
CONTRACT RATE PER HOUR	$270.00	$150.00	$100.00	$135.00	$110.00	$90.00			
TOTAL LABOR COSTS	$1,080.00	$750.00	$0.00	$270.00	$220.00	$180.00	$2,500.00		
% DISTRIBUTION OF STAFFING	26.67%	33.33%	0.00%	13.33%	13.33%	13.33%			
LABOR SUBTOTAL							**$2,500.00**		

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT	
Mileage		mile		$0.00
Overnight mail - letter size		each		$0.00
Overnight mail - oversized box		each		$0.00
Photocopies B/W (8.5 x 11)		each		$0.00
Photocopies B/W (11 x 17)		each		$0.00
SUBTOTAL DIRECT EXPENSES				**$0.00**

SUMMARY	
TOTAL LABOR COSTS	$72,270.00
OTHER DIRECT EXPENSES	$0.00
TOTAL	**$72,270.00**

APPENDIX A-2
Scope of Services (Hourly)

The work to be performed by the Engineer for additional services shall be approved in writing by the County, or LJA, prior to the Engineer starting any work on the task. Prior to initiating any work, the Engineer shall submit a scope of services and a proposed fee for each requested task for the County's review and approval. Tasks may include, but are not limited to, Construction Phase services or any other services deemed necessary by the County for the project.

Appendix B
Maximum Hourly Rates and Expenses

Kimley-Horn & Associates

Job Classification	Maximum Raw Salary Rate
Principal	$145.00
Senior Project Manager	$117.00
Deputy Project Manager	$87.00
Senior Project Engineer	$87.00
Project Engineer	$67.00
Design Engineer	$62.00
Senior Traffic Engineer	$92.00
Traffic Engineer	$61.00
Senior Structural Engineer	$90.00
Structural Engineer	$72.00
Engineer-In-Training II	$57.00
Engineer-In-Training I	$42.00
Survey Project Manager (TX RPLS)	$99.00
Project Manager (TX RPLS)	$84.00
Survey Technician	$63.00
Survey Drafter	$29.00
Research Manager	$38.00
Sr. Party Chief	$32.00
Instrument Person	$22.00
Rod Person	$20.00
SUE Project Manager	$101.00
SUE Senior Utility Coordinator	$73.00
SUE Engineer-In-Training	$44.00
SUE Utility Coordinator	$52.00

Appendix C
Insurance

Engineer's Insurance Requirements. Throughout the term of this Agreement, Engineer shall carry and maintain in force the insurance described herein.

Commercial General Liability Insurance at least as broad as CG 00 01 (including protective liability coverage on operations of independent Engineers engaged in construction, blanket contractual liability coverage, products liability coverage, and explosion, collapse and underground hazards coverage) for the benefit of Engineer, against claims for personal injury, bodily injury and property damage, with a limit of not less than One Million Dollars ($1,000,000) in the event of personal injury or bodily injury to any number of persons or of damage to property arising out of any one occurrence, and not less than $1,000,000 in the aggregate applicable to this Program.

Workers' compensation insurance covering all employees of Engineer employed in, on or about the Program in order to provide statutory benefits as required by the laws of the State of Texas.

Automobile Liability: $300,000 combined single limit per accident for bodily injury and property damage. County shall be named as Additional Insured for this coverage.

Professional Liability: $1,000,000 aggregate covering Engineer in connection with the services to be provided by Engineer under this Agreement.

Engineer shall, upon County's request, furnish County with appropriate certificates evidencing the insurance required to be maintained by Engineer hereunder.

ENGINEERING SERVICES AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF WALLER §

THIS AGREEMENT is made and entered into by and between **WALLER COUNTY, TEXAS**, a public body corporate and politic of the State of Texas acting by and through the Waller County Commissioners Court (hereinafter referred to as "County"), and Trilogy Engineering Services LLC, hereinafter called the "Engineer" or "Company".

W I T N E S S E T H:

WHEREAS, the County proposes to hire the Engineer to perform design services to reconstruct Adams Flat Road from approximately FM 359 to Wilson Road in Waller County, Texas, hereinafter called the "Project;"

WHEREAS, the Engineer has represented to the County that it is qualified and prepared to perform all of the services described in the Scope of Services, Appendices A, attached hereto and incorporated herein by reference as if copied herein verbatim (Scope of Services), and has submitted a proposal to provide professional engineering services for the Project;

WHEREAS, the County is satisfied that the Engineer is capable of performing the necessary services required for the Project and desires to contract with the Engineer to perform the services described in the Scope of Services;

WHEREAS, the provisions of Chapter 252, Texas Local Government Code, Competitive Bidding Law do not apply to the proposed agreement because the contract is for professional engineering services and the services were procured pursuant to Chapter 2254, Texas Government Code;

WHEREAS, the County has determined and found that it would be in the best interest of the County to delegate to LJA Engineering, Inc. ("LJA") supervisory and management authority over the Engineer; and

WHEREAS, the Engineer will control the methods and means in performing the work set out in the Scope of Services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

1. General

   a. In performing professional engineering services under this Agreement, the Engineer will function solely and exclusively for the benefit of the County and not for the benefit of the Engineer for the Project or any other party. All services rendered by the Engineer

under this Agreement shall be performed under the supervision of LJA. The Engineer shall render services in accordance with generally accepted professional standards of competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and use that degree of care and skill to comply with all applicable laws and regulations.

b. The Engineer shall be responsible for the professional quality, technical accuracy and the coordination of all deliverable documents and services furnished by the Engineer under this Agreement. The Engineer shall, without additional compensation, correct or revise all errors and omissions in its documents. Reuse of the documents and deliverables for any purpose other than that for which such deliverables were originally prepared, or alteration of such documents or deliverables without the written verification or adaptation by Engineer for the specific purpose intended, shall be at County's risk. All title blocks and engineer's seal, if applicable, shall be noted and made according to Texas Administrative Code.

c. At the County's request, the Engineer will collaborate with LJA and County personnel to facilitate the implementation of a Project Database within the County's Electronic Document Management System. The Electronic Document Management System will provide electronic management that shall govern the distribution and file copies of all Project related correspondence, reports, plans, and technical data. The County and the Engineer will use this system to facilitate the effective electronic exchange of Project information and documents with members of the design team and other interested stakeholders.

d. The Engineer will collaborate with LJA and County personnel to facilitate the maintenance of the Project Database. Project files shall be entered into the database by the Engineer on a timely basis and made available by LJA and the County at all times for performance of daily Project activities. Other documents, including those used for legal review, audit requests/requirements, and open records request purposes, shall be entered by the County staff assisting the Engineer team. The Engineer shall also ensure that all Project files are appropriately entered into the database:

    1. At all critical milestones;
    2. At established periodic intervals; and
    3. Following completion of the work as a final Project record, including applicable record drawings.

e. County may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("County Data"). Engineer may reasonably and in good faith rely upon the accuracy of County Data provided by County or any third party designated by County. However, Engineer will not ignore the implications of information furnished to Engineer and shall make reasonable inquiries if County Data as furnished appears to be incorrect or incomplete. Engineer makes no representations or warranties as to the quality, accuracy, usefulness, or completeness of any Services to the extent Engineer relies on County Data. Engineer, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete County Data.

2. Scope of Services

The services to be provided herein in regard to the Project are defined in Appendices A ("Scope of Services").

3. Compensation and Payment

a. The Engineer shall be entitled to payment of the lump sum amount of **$675,556.25** for services to perform the tasks delineated in Appendix A-1. Development of the plans for the Project will be the responsibility of the Engineer. The Engineer shall submit plans for County review at 30%, 60%, 90% and 100% completion, unless modified in writing by County. The County shall review and provide the Engineer comments to the submittals within 20 working days of receipt. The County will pay the Engineer commensurate to the plan submittal completion based upon the County's assessment. The Engineer will not receive further payment until the County is satisfied with the Engineer's responses to the review comments. The services necessary to perform the tasks delineated in Appendix A-2 shall be paid based on hourly rates and the County shall not be obligated to pay in excess of **$52,828.00** for the services described in Appendix A-2. The Engineer shall not be obligated to perform further services hereunder once the Scope of Services delineated in Appendices A-1 and A-2 have been performed.

(1) All hourly billing for the services defined in Appendix A-2 and any additional services not included in the Scope of Services under this Agreement, including changes in the contractual scope of work and revision of work satisfactorily performed, will be performed only when approved in advance and authorized by the County, and will be reimbursed at the raw salary rates in effect at that time, times a multiplier as set forth below, to the extent that such direct salary costs and subcontracts are reasonable and necessary for the performance of such services. The reimbursable hourly raw salary rates cannot exceed those set forth in Appendix B. The Engineer shall also be entitled to expense reimbursement as set forth in Appendix B, provided that miscellaneous expenses, if any, may be reimbursed hereunder only when LJA determines that incurring such expenses is not required as part of the original Scope of Services and provides written approval of such expense in advance of it being incurred. Payment will be made on the basis of certified time and expense records and in accordance with those payment procedures set forth in subparagraph b., below. Billing rates will have a 3.00 multiplier on raw salary rates.

(2) Where Subconsultants are employed by the Engineer to perform additional services not within the original Scope of Services, the Engineer will be reimbursed for Subconsultants' salaries and hourly rates, including overtime rates, on the same basis as described for the Engineer's own personnel in subparagraph a. (1), of this Paragraph. Reimbursement to the Subconsultant for non-salary costs incurred by Subconsultants will be on the same basis as if the costs were incurred by the Engineer. Total contract amounts shall include Subconsultant fees.

b. It is understood and agreed that monthly payments will be made to the Engineer by the

County based on the following procedures: On or about the fifteenth day of each month during the performance of services hereunder and on or about the fifteenth day of the month following completion of all services hereunder, the Engineer shall submit to the County the invoice electronically showing the amounts due for services performed during the previous month, set forth separately for work under this Agreement and for additional services (accompanied by supporting certified time and expense records of such charges in a form acceptable to the County Auditor). The fee, as determined by the methods described herein, includes out-of-pocket costs of Engineer for delivery services, parking, mileage at IRS rate and document printing. Travel expenses submitted for reimbursement must be incurred in accordance with County's travel policy. All expenses submitted by Engineer shall be subject to approval by County prior to reimbursement.

LJA shall review such invoices and approve them within ten (10) calendar days with such modifications as are consistent with this Agreement and forward same to the County Engineer, who will forward to the County Auditor. The County shall pay each such invoice as approved by the County Auditor within twenty (20) calendar days after the County Auditor's approval of same. Invoices are due and payable net 30 days from receipt.

c. It is expressly understood and agreed that the County has available the total maximum sum of **$728,384.25** as hereinafter certified available for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under the Agreement except for those certified available for this Agreement by the Waller County Auditor, as evidenced by the issuance of a purchase order by Waller County for the certified amount. Once the funds are expended for the purpose of satisfying the County's obligations under the terms and provisions of this Agreement, the County shall have no further obligations nor shall the Engineer be required to perform further services hereunder.

4. Time of Performance

It is understood and agreed that time is of the essence for performance of the Engineer's services under this Agreement and services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

5. The County's Option to Terminate

a. The County has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing written notice of such intention to terminate and by stating in said notice the "Termination Date." Upon such termination, the County shall compensate the Engineer in accordance with Paragraph 3., above, for those services that were provided under this Agreement prior to its termination and that have not been previously invoiced to the County. The Engineer's final invoice for said services will be presented to and paid by the County in the same manner set forth in Paragraph 3. b., above.

b. Termination of this Agreement and payment in settlement as described in subparagraph a. of this Paragraph shall extinguish all rights, duties, obligations, and liabilities of the County and the Engineer under this Agreement and this Agreement shall be of no further force and effect; provided, however, such termination shall not act to release the Engineer from liability for any previous default either under this Agreement or under any standard of conduct set by law. No termination of this Agreement shall have the effect of terminating the Engineer's obligations under Sections 7 (Delays and Damages), 8 (Inspection of the Engineer's Books and Records), 12 (Appearance as Witness), or 15 (Indemnification).

c. If the County shall terminate this Agreement as provided in this Paragraph, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to the Engineer.

d. The County's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the County by virtue of this Agreement or otherwise. Failure of the County to exercise any of its rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by law.

e. Copies of all completed and partially completed documents prepared under this Agreement shall be delivered to the County upon the Engineer's receipt of termination payment when and if this Agreement is terminated.

6. Source of Fee Payments

The County intends to pay for design and construction with the proceeds from the sale and issuance of bonds. It is expressly acknowledged that all payments owing for Engineering services performed under this Agreement shall be made solely from this source of funds for financing design and construction of the Project. The County shall be under no liability under this Agreement to make payment to the Engineer from any other source. In addition, the County reserves the right, at its sole discretion, at any time prior to issuance by the County of the written notice to proceed, to terminate this Agreement and in the event of such termination, the Engineer shall not be entitled to any payment, nor have any claim for compensation or damages resulting from such cancellation. In no event shall the liability of the County under this Agreement exceed the amount hereunder certified as available by the County Auditor.

7. Delays and Damages

Except as otherwise provided herein, the Engineer agrees that no other charges or claims for damage shall be made by it against the County for any delays or hindrances occurring during the progress of the Engineer in providing to the County the services specified in this Agreement.

8. Inspection of the Engineer's Books and Records

County shall have the right, during normal business hours, to inspect, copy and audit at any time, and from time to time, all of Engineer's files, books, records, costs, and expenses pertaining to the Program. The County will conduct an audit on an annual basis, or more frequently at its sole discretion. If County elects to audit Engineer's files, books, records, costs, and expenses pertaining to the Program, and the audit discloses a discrepancy of one percent (1%) or more from the payment applications or invoices, then, in addition to repaying County all sums owing, Engineer shall pay the cost of the audit. Any such audit or examination may be undertaken by County or its contracted representative at reasonable times during normal business hours and in conformance with generally accepted auditing standards upon five (5) business days' notice to Engineer.

9. Personnel, Equipment, and Material

a. The Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that the Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the opinion of LJA, to perform the services when and as required and without delays. It is understood that LJA will approve assignment and release of all key engineering personnel and that the Engineer shall submit written notification of all key engineering personnel changes monthly for LJA's approval prior to the implementation of such changes. Services described in this Agreement shall be performed under the direction of an engineer licensed to practice professional engineering in the State of Texas.

b. All employees of the Engineer or Subconsultants hired by the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Engineer or Subconsultant of the Engineer who, in the opinion of LJA, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of LJA, immediately be removed from association with the Project.

c. Except as otherwise specified, the Engineer shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

10. Subletting

The Engineer shall not sublet, assign, or transfer all or any part of the services in this Agreement without the prior written approval of the County. Even in the case of a permitted sublet, Engineer shall remain responsible under this Agreement for the work.

11. Conferences

At the request of LJA, the Engineer shall provide appropriate personnel for conferences at its offices, or attend conferences at the various offices of LJA, or at the site of the Project. LJA and the County are permitted to inspect the Engineer site Project offices.

12. Appearance as Witness

If requested by the County, or on its behalf, the Engineer shall prepare such engineering exhibits and plats as may be requested for all hearings and trials related to the Project and, further, it shall prepare for and appear at conferences and shall furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project. Compensation for trial preparation and appearance by the Engineer in courts regarding litigation matters will be made in accordance with the provisions of Paragraph 3. a. (1), above.

13. Compliance with Laws

The Engineer shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees specified above.

The Engineer shall strictly comply with Section 2251.022 Texas Government Code, and shall require that its Subconsultants fully comply with Section 2251.023 Texas Government Code.

14. Insurance

The Engineer shall obtain, keep and maintain any and all insurance that may be required by law or that may be required by any agreement the County has with any other party concerning the Project as contained in Attachment C.

15. Indemnification

TO THE EXTENT ALLOWED BY LAW, THE ENGINEER AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS COMMISSIONERS, OFFICERS, EMPLOYEES, AND AGENTS FROM LIABILITY, LOSSES, EXPENSES, DEMANDS, REASONABLE ATTORNEYS' FEES, AND CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE TO THE EXTENT CAUSED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT OF THE ENGINEER (INCLUDING THE ENGINEER'S AGENTS, EMPLOYEES, VOLUNTEERS, AND SUBCONSULTANTS/CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL) IN THE PERFORMANCE OF THE SERVICES DEFINED IN THIS AGREEMENT. THE ENGINEER SHALL ALSO SAVE THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, IN PROPORTION TO THE ENGINEER'S LIABILITY, THAT MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SUCH CLAIMS OR LIABILITIES.

16. Delivery of Notices, Etc.

a. All routine written notices, invoices, change orders, etc. are to be delivered to the County Engineer J. Ross McCall, P.E., 775 Business US 290 East, Hempstead, TX 77445, or at such other place or places as the County may designate by written notice delivered to the Engineer.

   All formal notices and demands under this Agreement shall be delivered to the Waller County Judge, Attention: Carbett "Trey" J. Duhon III, 425 FM 1488, Hempstead, TX 77445.

b. All written notices, demands, and other papers or documents to be delivered to the Engineer under this Agreement shall be delivered to Randall Siemon, Trilogy Engineering Services LLC, 238 Westcott St., Houston, TX 77007, or at such other place or places as the Engineer may designate by written notice delivered to the County.

17. Reports of Accidents, Etc.

Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.

18. The County's Acts

Anything to be done under this Agreement by the County may be done by such persons, corporations, or firms as the County may designate.

19. Limitations

Notwithstanding anything herein to the contrary, all covenants and obligations of the County under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by the Act creating the County and permitted by the laws and the Constitution of the State of Texas.

20. Captions Not a Part Hereof

The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof but are only labels to assist in locating and reading the provisions hereof.

21. Controlling Law, Venue

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. This Agreement shall be performed entirely in Waller County, Texas and the parties hereto acknowledge that venue is proper in Waller County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

22. Successors and Assigns

The County and the Engineer bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

23. Independent Engineer

Notwithstanding any provision of this Agreement, the Engineer shall at all times act as an independent Engineer, and not as an employee of the County, and the Engineer shall be responsible for the means and methods employed in performing services hereunder.

24. Certificate of Interested Parties (Form 1295)

Texas law requires all parties who enter into any contract with the County that must be approved by Commissioners Court to disclose all Interested Parties. Texas Ethics Commission Form 1295 must be completed in its entirety. If changes to this Form are necessary during this Agreement, the Engineer will notify and send the County an updated and complete version.

25. Additional Statutory Requirements. Certain State Law Requirements for Contracts. For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Engineer hereby verifies that Engineer and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

b. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Engineer does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

c. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Engineer does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code.

d. If employing ten (10) or more full-time employees and this Agreement has a value of

$100,000.00 or more, Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

BY ACCEPTANCE OF AGREEMENT, ENGINEER ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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IN WITNESS WHEREOF, County and Engineer have caused their respective duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first above written.

COUNTY:

WALLER COUNTY

Signed by:
Judge Trey Duhon
Carbett "Trey" J. Duhon III, County Judge

4/4/2025
Date

ENGINEER:

Trilogy Engineering Services LLC

DocuSigned by:
Harold Underwood
Randall Siemon

4/1/2025
Date

ATTEST:

Signed by:
Debbie Hollan
Debbie Hollan, County Clerk

Approved:

DocuSigned by:
J. Ross McCall
J. Ross McCall, P.E., County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed $728,384.25 to accomplish and pay the obligation of Waller County in the foregoing matter.

Signed by:
Alan R. Younts
Alan R. Younts, County Auditor

APPENDIX A-1
Scope of Services (Lump Sum)

Scope of Services
Adams Flat Road Reconstruction

The proposed improvements include the reconstruction of an existing 2-lane asphalt roadway, widening it from 18 feet to 22 feet, for 1.86 miles on Adams Flat Road from FM 359 to Wilson Road.

Work not specifically listed below will be provided by others.

1. General

- The Engineer will collect all available land plans, existing as-built plans, drainage studies, survey data, and all other data pertaining to the design of the project.
- Attend periodic progress meetings with the County, their consultants, and other stakeholders as required to present a status report on design development.
- The engineer shall coordinate with and prepare a permit application for TxDOT permit and Local On-System Agreement (LOSA), as applicable.
- The engineer shall coordinate with the governing drainage district and water authorities.
- The engineer shall coordinate with local permitting agencies.
- The engineer shall coordinate with existing and future development.
- The Engineer shall coordinate with utilities, pipelines, LIDS, HOAs, POAs, and MUDs, to analyze impacts and obtain Letters of No Objections (LONOs) or have utilities relocate.
- The Engineer shall perform QA/QC at all levels. For each deliverable, the Engineer shall have some evidence of their internal review and mark-up of that deliverable. A milestone submittal is not considered complete unless the associated internal red-line mark-ups are submitted.
- The Engineer shall coordinate all subconsultant activity to include quality of and consistency of plans and administration of the invoices and monthly progress reports.
- The Engineer shall develop a detailed project schedule and prepare invoicing and progress reports for each month.
- County projects will follow the Waller County criteria/design manual.

2. Preliminary Engineering

- Perform detailed field survey for the detailed design phase.

Scope of Services
Adams Flat Road Reconstruction

- Perform detailed SUE QL A-D for the detailed design phase.
- Perform geotechnical evaluation for pavement or structural design in the final design phase.
- Perform an environmental constraints evaluation and identify any required approvals to proceed to the final design phase.
- Present a schematic roll plot for each alternative with horizontal and vertical alignments.
- Perform a review of the utilities along the corridor and provide a utility conflict list which includes all correspondence with utility companies to the Program Manager.
- Perform a Drainage Analysis in the preliminary design stage to include the following:
  - Identify the ultimate project outfalls
  - Define drainage boundaries for the project
  - Size crossing using HEC-RAS and/or HY-8
  - Provide existing vs proposed flows.
- Provide updated construction cost estimates based on the preliminary design.
- Provide Preliminary Engineering Report (PER, draft and final).
- Attend PER meeting at Waller County facility.

3. Final Design

- Construction drawings will be prepared on 11"x17" sheets.
- Obtain LONOs from utilities or have utilities relocated prior to bidding.
- Obtain final permitting approvals from all agencies (TxDOT, Cities, RR, etc.) prior to bidding.
- Obtain environmental permit approvals prior to project bidding.
- Prepare project title sheet and index sheet
- Prepare horizontal alignment data
- Prepare typical sections
- Prepare roadway plan and profile sheets to include existing topo
- Prepare Earthwork cross sections (including proposed roadway section) based on survey information. Includes slopes and critical elevations on proposed roadway section.

Scope of Services
Adams Flat Road Reconstruction

- Prepare storm sewer plan and profiles with hydrologic and hydraulic data.
- Prepare culvert layouts sheets with hydrologic and hydraulic data.
- Prepare drainage and roadway details.
- Prepare drainage area maps.
- Prepare signing and striping details.
- Prepare traffic control plans.
- Prepare air bridge or Zero load slab details for projects crossing pipelines.
- Prepare erosion control details.
- Other Miscellaneous items. Prepare survey control maps, driveway details.
- Include construction standards.
- Provide updated construction cost estimates based on the final design.
- Prepare the complete package for letting including project manual with general notes, specification list, summary of work, utility adjustment summary, geotechnical report and bid form.

4. Construction/Bid Phase Services

- Provide administrative documents.
- Attend pre-bid meeting
- Respond to questions from bidders.
- Attend preconstruction meeting
- Attend field meetings and make visits to site
- Calculate quantities and assist the County engineer in preparing change orders
- Review and approval of shop drawings
- Review and approval of forming details
- Respond to requests for information (RFIs)
- Answer general questions
- Provide record drawings.

Waller County Bond Program Precinct 3's 23301: Adams Flat Road Project
Adams Flat Road Project
Fee Summary **3/12/2025**

Services	Provider	Company	Cost
Basic Items Services			
Roadway & Drainage	Prime	Trilogy Engineering Serives	$387,251.00
Survey	Sub	Solar Surveying	$99,956.75
SUE	Sub	KCI	$78,965.00
Geotechnical	Sub	Terracon	$41,221.50
Environemtnal	Sub	Terracon	$16,915.00
Structural	Sub	IMS	$51,247.00
Basic Services Total Cost			**$675,556.25**
Extra Items Services			
CPS	Prime	Trilogy Engineering Serives	$52,828.00
Extra Items Services Total Cost			**$52,828.00**
Basic + Extra Items Services Total Cost			**$728,384.25**

FEE SCHEDULE - TRILOGY ENGINEERING SERVICES (BASIC SCOPE)

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT	SUBTOTALS BY LINE ITEM	SUBTOTALS BY TASK
GENERAL															
DATA COLLECTION	16	8	16	24	8				4	76	NA	NA	NA	$ 12,564.00	$ 12,564.00
PROJECT MEETINGS	24	12	20	10	10				9	85	NA	NA	NA	$ 14,681.00	$ 14,681.00
TXDOT PERMIT	16	4	12	8	4				4	48	NA	NA	NA	$ 8,124.00	$ 8,124.00
COORDINATION WITH LOCAL AGENCIES	16	4	24	12	8				5	69	NA	NA	NA	$ 11,029.00	$ 11,029.00
PROJECT ADMINISTRATION	18	2	36	8	4				18	86	NA	NA	NA	$ 12,822.00	$ 12,822.00
PRELIMINARY ENGINEERING										0	NA	NA	NA	$ -	$ -
FIELD SURVEYING	16	12	20	8	6				6	68	NA	NA	NA	$ 11,894.00	$ 11,894.00
SUE COORDINATION	10	6	8	8	8				4	44	NA	NA	NA	$ 7,440.00	$ 7,440.00
GEOTECH COORDINATION	8	4	8						4	24	NA	NA	NA	$ 4,252.00	$ 4,252.00
ENVIRONMENTAL CONTRAINTS EVALUATION	6	4	4						4	18	NA	NA	NA	$ 3,284.00	$ 3,284.00
PREPARE SCHEMATIC ROLL PLOT	24	16	16	32	20					108	NA	NA	NA	$ 18,736.00	$ 18,736.00
UTILITY COORDINATION	12	6	16	24	8					66	NA	NA	NA	$ 10,788.00	$ 10,788.00
DRAINAGE ANALYSIS	8	20	24	24	24					100	NA	NA	NA	$ 17,112.00	$ 17,112.00
CONSTRUCTION COST ESTIMATES	12	8	8	12	8					48	NA	NA	NA	$ 8,528.00	$ 8,528.00
PREPARATION OF PER	20	16	36	18	12				16	118	NA	NA	NA	$ 19,320.00	$ 19,320.00
PER MEETING	4	2	4	8	4				2	24	NA	NA	NA	$ 3,806.00	$ 3,806.00
FINAL DESIGN										0	NA	NA	NA		
GENERAL NOTES, COVER, INDEX	8	2	6	8	4					28	DWG	4	7	$ 4,692.00	$ 4,692.00
HORIZONTAL ALIGNMENT DATA	6	4	4	8	6					28	DWG	2	14	$ 4,824.00	$ 4,824.00
EXISTING TYPICAL SECTIONS	4	4	6	8	6					28	DWG	2	14	$ 4,696.00	$ 4,696.00
PROPOSED TYPICAL SECTIONS	8	4	8	8	6					34	DWG	2	17	$ 5,792.00	$ 5,792.00
ROADWAY PLAN & PROFILE SHEETS (40 SCALE), INCLUDING DITCHES PLAN & PROFILE	40	24	40	120	40					264	DWG	10	26	$ 42,640.00	$ 42,640.00
DRIVEWAYS TABLE	12	6	12	16	8					54	DWG	2	27	$ 9,108.00	$ 9,108.00
ROADWAY DETAILS	12	6	12	24	12					66	DWG	6	11	$ 10,788.00	$ 10,788.00
EARTHWORK/DESIGN CROSS SECTIONS (EVERY 50')	18	8	30	40	20					116	DWG	20	6	$ 18,432.00	$ 18,432.00
CULVERT LAYOUT SHEETS	12	12	8	24	8					64	DWG	4	16	$ 11,288.00	$ 11,288.00
DRAINAGE DETAILS	8	8	12	16	8					52	DWG	4	13	$ 8,832.00	$ 8,832.00
DRAINAGE SUBAREA MAPS (40 SCALE DOUBLE BANK)	10	24	12	30	16					92	DWG	5	18	$ 16,640.00	$ 16,640.00
SIGNING AND STRIPING LAYOUTS (40 SCALE)	12	8	10	24	16					70	DWG	5	14	$ 11,608.00	$ 11,608.00
TCP LAYOUTS (40 SCALE DOUBLE BANK)	24	8	18	40	16					106	DWG	5	21	$ 17,416.00	$ 17,416.00
SW3P LAYOUTS (40 SCALE DOUBLE BANK)	16	12	16	24	18					86	DWG	5	17	$ 14,624.00	$ 14,624.00
MISCELLENAEOUS DETAILS	8	6	8	16	12					50	DWG	12	4	$ 8,292.00	$ 8,292.00
PREPARATION OF STANDARDS	12	8	12	16	8					56	DWG	8	7	$ 9,648.00	$ 9,648.00
DETAILED CONSTRUCTION COST ESTIMATE	8	4	12	12	8					44	DOC	1	44	$ 7,192.00	$ 7,192.00
PRODUCE PROJECT MANUAL	18	12	24	2	2				8	66	DOC	1	66	$ 11,672.00	$ 11,672.00
HOURS SUB-TOTALS	446	284	502	632	338	0	0	0	84	2,286		98			
CONTRACT RATE PER HOUR	$204.00	$270.00	$140.00	$140.00	$140.00				$105.00			# OF SHEETS			
TOTAL LABOR COSTS	$90,984.00	$76,680.00	$70,280.00	$88,480.00	$47,320.00	$0.00	$0.00	$0.00	$8,820.00	$382,564.00					
LABOR SUBTOTAL										**$382,564.00**				$ 382,564.00	$ 382,564.00

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage	810	mile	$0.700							$567.00
Overnight mail - letter size	5	each	$30.00							$150.00
Overnight mail - oversized box	3	each	$90.00							$270.00
Photocopies B/W (8.5 x 11)	1,000	each	$0.70							$700.00
Photocopies B/W (11 x 17)	2,000	each	$1.50							$3,000.00
SUBTOTAL DIRECT EXPENSES										**$4,687.00**

SUMMARY	
TOTAL LABOR COSTS	$382,564.00
OTHER DIRECT EXPENSES	$4,687.00
TOTAL	**$387,251.00**

CONSTRUCTION PHASE SERVICES FEE SCHEDULE - TRILOGY ENGINEERING SERVICES

TASK DESCRIPTION	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT	SUBTOTALS BY LINE ITEM	SUBTOTALS BY TASK
CONSTRUCTION PHASE SERVICES															
ADMINSTRATIVE DOCUMENTS	4	2	6						8	20	NA	NA	NA	$ 3,036.00	$ 3,036.00
ATTEND PRE-BID MEETING	2	2	2						2	8	NA	NA	NA	$ 1,438.00	$ 1,438.00
RESPOND TO QUESTIONS	4	2	6							12	NA	NA	NA	$ 2,196.00	$ 2,196.00
PRECONSTRUCTION MEETING	4	2	4							10	NA	NA	NA	$ 1,916.00	$ 1,916.00
ATTEND FIELD MEETINGS AND SITE VISITS	8	8	24							40	NA	NA	NA	$ 7,152.00	$ 7,152.00
PREPARATION OF CHANGE ORDERS	8	6	16	8	4				6	48	NA	NA	NA	$ 7,802.00	$ 7,802.00
REVIEW AND APPROVE SHOP DRAWINGS	8	8	12	8	4					40	NA	NA	NA	$ 7,152.00	$ 7,152.00
REVIEW AND APPROVE FORMING DETAILS	8	4	8	8	4					32	NA	NA	NA	$ 5,512.00	$ 5,512.00
RESPOND TO RFIS	10	6	12							28	NA	NA	NA	$ 5,340.00	$ 5,340.00
ANSWER GENERAL QUESTIONS	8	6	8							22	NA	NA	NA	$ 4,372.00	$ 4,372.00
PROVIDE RECORD DRAWINGS	8	4	12	12	6					42	NA	NA	NA	$ 6,912.00	$ 6,912.00
HOURS SUB-TOTALS	72	50	110	36	18	0	0	0	16	302		0			
CONTRACT RATE PER HOUR	$204.00	$270.00	$140.00	$140.00	$140.00				$105.00			# OF SHEETS			
TOTAL LABOR COSTS	$14,688.00	$13,500.00	$15,400.00	$5,040.00	$2,520.00	$0.00	$0.00	$0.00	$1,680.00	$52,828.00					
LABOR SUBTOTAL										**$52,828.00**				$ 52,828.00	$ 52,828.00

SURVEY - SOLAR SURVEYING
FEE SCHEDULE

TASK DESCRIPTION	PROJECT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR	SURVEY TECHNICIAN SIT	SURVEY TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS & COSTS	NO OF DWGS	HR / SHT
RIGHT-OF-WAY SURVEY										
RIGHT-OF-WAY MAPPING - TRADITIONAL ROW MAP	4	8			60	60		132		
ABSTRACTING/PREPARE ABSTRACT DOC					20	20		40	N/A	N/A
PREPARE PRELIMINARY RIGHT-OF-WAY SHEETS								0	N/A	N/A
PREPARE PARCEL PLATS AND FIELD NOTES								0		
PREPARE FINAL RIGHT-OF-WAY SHEETS								0	N/A	N/A
HOURS SUB-TOTALS	4	8	0	0	80	80	0	172	0	
CONTRACT RATE PER HOUR	$240.00	$204.75	$100.00	$100.00	$151.20	$139.65	$70.00			
TOTAL LABOR COSTS	$960.00	$1,638.00	$0.00	$0.00	$12,096.00	$11,172.00	$0.00	$25,866.00		
% DISTRIBUTION OF STAFFING	2.33%	4.65%	0.00%	0.00%	46.51%	46.51%	0.00%			
SUBTOTAL FC 145								**$25,866.00**		

TASK DESCRIPTION	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR	SURVEY TECHNICIAN SIT	SURVEY TECHNICIAN	ADMIN/ CLERICAL	TOTAL LABOR HRS & COSTS	NO OF DWGS	HR / SHT
DESIGN SURVEY										
ROE LETTERS, TRACKING, REPORTS								0	N/A	N/A
ESTABLISH CONTROL AND DIGITAL LEVEL LOOP	2	4			20			26	N/A	N/A
PREPARE CONTROL AND DATA SHEETS	1	4			10	50		65		
OBSCURED FEATURES, CULVERTS, VISIBLE UTILITIES	1	4			10	55		70	N/A	N/A
MERGE AND UPDATE DTM AND TIN FILES								0	N/A	N/A
MERGE AND UPDATE PLANIMETRIC (DGN) FILES								0	N/A	N/A
SECTIONS								0	N/A	N/A
HOURS SUB-TOTALS	4	12	0	0	40	105	0	161	0	
CONTRACT RATE PER HOUR	$240.00	$204.75	$100.00	$100.00	$151.20	$139.65	$70.00			
TOTAL LABOR COSTS	$960.00	$2,457.00	$0.00	$0.00	$6,048.00	$14,663.25	$0.00	$24,128.25		
% DISTRIBUTION OF STAFFING	2.48%	7.45%	0.00%	0.00%	24.84%	65.22%	0.00%			
SUBTOTAL FC 160 (150)								**$24,128.25**		

LABOR SUMMARY BY FUNCTION CODE	SUPPORT MANAGER	SURVEYOR RPLS SENIOR	SURVEYOR RPLS	SURVEYOR RPLS JUNIOR	SURVEY TECHNICIAN SIT	SURVEY TECHNICIAN	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
RIGHT-OF-WAY SURVEY FC 130 (130)	4	8	0	0	80	80	0	172	$25,866.00
DESIGN SURVEY	4	12	0	0	40	105	0	161	$24,128.25
SUBTOTAL LABOR EXPENSES	8	20	0	0	120	185	0		**$49,994.25**

UNIT COSTS	# OF UNITS	Crew COST/UNIT	UNIT				
ESTABLISH HORIZONTAL AND VERTICAL CONTROL	60	$ 194.25	HOUR				$11,655.00
FIELD SURVEY - LOCATE ROW/PROPERTY CORNERS	60	$ 194.25	HOUR				$11,655.00
FIELD SURVEY - OBTAIN DESIGN SURVEY DATA (TOPO)	130	$ 194.25	HOUR				$25,252.50
							$0.00
SUBTOTAL UNIT COSTS	250						**$48,562.50**

OTHER DIRECT EXPENSES	# OF UNITS	COST/UNIT	UNIT				
Mileage	2,000	0.70	mile				$1,400.00
							$0.00
							$0.00
Deed Copies			sheet				$0.00
SUBTOTAL DIRECT EXPENSES							**$1,400.00**

SUMMARY	
TOTAL COSTS FOR SUR ONLY	$49,994.25
NON-SALARY (UNIT COSTS) FOR SUR ONLY	$48,562.50
NON-SALARY (OTHER DIRECT EXPENSES) FOR SUR ONLY	$1,400.00
GRAND TOTAL	**$99,956.75**

Waller County Pct 3 - Adams Flat Road
Level of Service - KCI SUE
February 20, 2025
FEE SCHEDULE

TASK DESCRIPTION	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	ENGINEER TECHNICIAN	ENGINEER IN TRAINING I	CADD OPERATOR SENIOR	CADD OPERATOR	CADD OPERATOR JUNIOR	SUE MANAGER	SUE FIELD MANAGER	UTILITIES COORDINATOR SENIOR	UTILITIES COORDINATOR	UTILITIES FIELD INSPECTOR SENIOR	UTILITIES FIELD INSPECTOR	ENGINEERING SPECIALIST (UTILITY)	ADMIN/ CLERICAL	TOTAL LABOR HRS & COSTS	NO OF DWGS	NR / SHT
SUE Quality Level D Subsurface Utility Engineering																				
Gather Utility Information	2	2			4	4	1										2	15	N/A	N/A
Research Utility Records	1	2			3	6											2	14	N/A	N/A
Creation of Quality Levels D SUE CADD Utility Base Map						7	14											21	N/A	N/A
QA/QC of Levels D SUE	2	2				4												8	N/A	N/A
Utility Conflict Matrix	1	3			3	6	2										1	16	N/A	N/A
Utility Field Review		4			4													8	N/A	N/A
Utility Coordnte and Contact Lat Progress Mtgs	4	2				2	8											16	N/A	N/A
Encroachment Table	1	2			3	6												11	N/A	N/A
HOURS SUB TOTALS	11	17	0	0	16	35	25	0	0	0	0	0	0	0	0	0	5	109	0	
CONTRACT RATE PER HOUR	$310.00	$255.00	$0.00	$0.00	$130.00	$135.00	$137.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$92.00			
TOTAL LABOR COSTS	$3,410.00	$4,335.00	$0.00	$0.00	$2,080.00	$4,725.00	$3,425.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$460.00	$18,435.00		
% DISTRIBUTION OF STAFFING	10.09%	15.60%	0.00%	0.00%	14.68%	32.11%	22.94%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	4.59%			
SUE Quality Level C Subsurface Utility Engineering																				
Quality Level C SUE Coordination of field and office activities	1	2			4	4												11	N/A	N/A
Utilize survey and QL D info to upgrade overall info to QL C including storm & sanitary	1	2			4	4												7	N/A	N/A
Document all overhead utilities info with sag elevations		1			2	4												12	N/A	N/A
Creation of Quality Levels C SUE CADD Utility Base Map						4	8											19	N/A	N/A
QA/QC of Survey & Field notes for Level C SUE CADD Utility Base Map	2	2			4	4	6										1	7	N/A	N/A
Utility Conflict Matrix		1			1	2	2											5	N/A	N/A
Encroachment Table / Owner Contact Lat		1				2												3	N/A	N/A
HOURS SUB TOTALS	4	9	0	0	17	24	16	0	0	0	0	0	0	0	0	0	2	72	0	
CONTRACT RATE PER HOUR	$310.00	$255.00	$0.00	$0.00	$130.00	$135.00	$137.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$92.00			
TOTAL LABOR COSTS	$1,240.00	$2,295.00	$0.00	$0.00	$2,210.00	$3,240.00	$2,192.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$184.00	$11,361.00		
% DISTRIBUTION OF STAFFING	5.56%	12.50%	0.00%	0.00%	23.61%	33.33%	22.22%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	2.78%			
SUE Quality Level B Subsurface Utility Engineering																				
Quality Level B SUE Coordination of field and office activities	2	2			4	4												12	N/A	N/A
Creation of Quality Levels B SUE CADD Utility Base Map	1	1				8	32											42	N/A	N/A
QA/QC of Survey & Field notes for Level B SUE CADD Utility Base Map	2	2			4	4	6										1	19	N/A	N/A
Utility Conflict Matrix	2	4			2	4	2											15	N/A	N/A
Encroachment Table / Owner Contact Lat	1	1			2	2												6	N/A	N/A
HOURS SUB TOTALS	8	10	0	0	17	22	40	0	0	0	0	0	0	0	0	0	1	94	0	
CONTRACT RATE PER HOUR	$310.00	$255.00	$0.00	$0.00	$130.00	$135.00	$137.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$92.00			
TOTAL LABOR COSTS	$2,480.00	$2,550.00	$0.00	$0.00	$1,560.00	$2,970.00	$5,480.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$184.00	$15,224.00		
% DISTRIBUTION OF STAFFING	8.51%	10.64%	0.00%	0.00%	12.77%	23.40%	42.55%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	2.13%			
SUBTOTAL PC 135 (135)																		**$45,020.00**		

LABOR SUMMARY BY FUNCTION CODE	PROJECT MANAGER	ENGINEER SENIOR	ENGINEER PROJECT	ENGINEER UTILITIES	ENGINEER IN TRAINING II	ENGINEER IN TRAINING I	CADD OPERATOR SENIOR	CADD OPERATOR	CADD OPERATOR JUNIOR	SUE MANAGER	SUE FIELD MANAGER	UTILITIES COORDINATOR SENIOR	UTILITIES COORDINATOR	UTILITIES FIELD INSPECTOR SENIOR	UTILITIES FIELD INSPECTOR	ENGINEERING SPECIALIST (UTILITY)	ADMIN/ CLERICAL	TOTAL MH BY FC	TOTAL COSTS BY FC
SUE Quality Level D Subsurface Utility Engineering	11	17	0	0	16	35	25	0	0	0	0	0	0	0	0	5	109	109	$18,435.00
SUE Quality Level C Subsurface Utility Engineering	4	9	0	0	17	24	16	0	0	0	0	0	0	0	0	2	72	72	$11,361.00
SUE Quality Level B Subsurface Utility Engineering	8	10	0	0	12	22	40	0	0	0	0	0	0	0	0	1	94	94	$15,224.00
SUBTOTAL LABOR EXPENSES	23	36	0	0	45	81	81	0	0	0	0	0	0	0	0	8	275		$45,020.00

UNIT COSTS	# OF UNITS		COST/UNIT	UNIT													
SUE Mobilization/Demobilization	1		$3,600.00	LS												$3,600.00	
SUE (Quality Level D)				LF												$0.00	
SUE (Quality Level C)				LF												$0.00	
SUE (Quality Level B - Utility Designation)				LF												$0.00	
SUE (Quality Level A - Utility Locate, Test Holes) Level A 0 to 5 ft			$1,525.00	each												$0.00	
SUE (Quality Level A - Utility Locate, Test Holes) Level A > 5 to 8 ft	6		$1,900.00	each												$11,400.00	
SUE (Quality Level A - Utility Locate, Test Holes) Level A > 8 to 13 ft			$2,350.00	each												$0.00	
SUE (Quality Level A - Utility Locate, Test Holes) Level A > 13 to 20 ft			$2,750.00	each												$0.00	
SUE (Quality Level A - Utility Locate, Test Holes) Level A > 20 ft				FT												$0.00	
One (1) Designating Person with equipment				hour												$0.00	
Two (2) Designating Person with equipment	50		$235.00	hour												$11,750.00	
Two (2) Person Vacuum Excavation with equipment				hour												$0.00	
Coring and repairing the pavement includes labor, equipment, and materials	6		$250.00	each												$1,500.00	
SUBTOTAL UNIT COSTS																**$28,250.00**	

OTHER DIRECT EXPENSES	# OF UNITS		COST/UNIT	UNIT													
Mileage	300		$0.650	mile												$195.00	
Traffic Control Services. Arrow Boards and Attenuator trucks (Includes labor equipment and fuel)	2		$2,750.00	day												$5,500.00	
SUBTOTAL DIRECT EXPENSES																**$5,695.00**	

SUMMARY	
TOTAL COSTS FOR SUE ONLY	$45,020.00
NON SALARY (UNIT COSTS) FOR SUE ONLY	$28,250.00
NON SALARY (OTHER DIRECT EXPENSES) FOR SUE ONLY	$5,695.00
GRAND TOTAL	$78,965.00

Geotechnical - Terracon

FEE SCHEDULE

TASK DESCRIPTION	STAFF ENGINEER	SENIOR ENGINEER	PRINCIPAL ENGINEER	FIELD ENGINEER	DRILLING COORDINATOR	ADMIN SUPPORT				TOTAL LABOR HRS & COSTS	NO OF DWGS	HR / SHT
GEOTECH INVESTIGATION												
Field Coordination	6	1	0.5		6					13.5	N/A	N/A
Project Setup						0.5				0.5	N/A	N/A
Drilling				42						42	N/A	N/A
Geotechnical Consulting & Reporting	24	6	1.5			1.5				33	N/A	N/A
Final Geotechincal Report with Bridge Reccomendations										0	N/A	N/A
Prepare Boring Log Sheets, Stamp and Seal										0	N/A	N/A
HOURS SUB-TOTALS	30	7	2	42	6	2	0	0	0	89	#REF!	
CONTRACT RATE PER HOUR	$130.00	$195.00	$200.00	$115.00	$115.00	$110.00	$100.00	$100.00	$100.00			
TOTAL LABOR COSTS	$3,900.00	$1,365.00	$400.00	$4,830.00	$690.00	$220.00	$0.00	$0.00	$0.00	$11,405.00		
% DISTRIBUTION OF STAFFING	33.71%	7.87%	2.25%	47.19%	6.74%	2.25%	0.00%	0.00%	0.00%			
SUBTOTAL FC 102 (110)										**$11,405.00**		

LABOR SUMMARY BY FUNCTION CODE	STAFF ENGINEER	SENIOR ENGINEER	PRINCIPAL ENGINEER	FIELD ENGINEER	DRILLING COORDINATOR	ADMIN SUPPORT	ADMIN SUPPORT			TOTAL MH BY FC	TOTAL COSTS BY FC
GEOTECH INVESTIGATION	30	7	2	42	6	2	0	0	0	89	$11,405.00
SUBTOTAL LABOR EXPENSES	30	7	2	42	6	2	0	0	0		$11,405.00

UNIT COSTS	# OF UNITS	Test Code	COST/UNIT	UNIT					
Unconfined Compressive Strength (Soil)	10	ASTM D2166	$70.00	each					$700.00
Moisture Content Determination	22	ASTM D2216	$15.00	each					$330.00
Atterberg Limits Determination (1 pt.)	22	ASTM D4318	$75.00	each					$1,650.00
Standard Proctor	1	ASTM D698	$175.00	each					$175.00
California Bearing Ratio	1	ASTM D1883	$350.00	each					$350.00
Grouting	210	N/A	$12.00	feet					$2,520.00
Asphalt Patching	21	N/A	$32.50	each					$682.50
Determining Plastic Soil Limits		Tex-105-E		each					$0.00
Calculating the Plasticity Index of Soils		Tex-106-E		each					$0.00
Particle Size Analysis of Soils		Tex-110-E		each					$0.00
Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	22	ASTM D1140	$80.00	each					$1,760.00
Determining Sulfate Content in Soils - Colonmetric Method		Tex-145-E		each					$0.00
SUBTOTAL UNIT COSTS									**$8,167.50**

OTHER DIRECT EXPENSES	# OF UNITS		COST/UNIT	UNIT					
Mileage	320		$0.70	mile					$224.00
Drilling Footage	210		$17.00	feet					$3,570.00
Drill Rig Crew Support	3		$260.00	day					$780.00
Mobilization and Demobilization of Drilling Rig	1		$650.00	each					$650.00
Traffic Control Services (Includes labor, equipment and fuel)	3		$4,175.00	day					$12,525.00
Private Utility Locating	3		$1,300.00	day					$3,900.00
SUBTOTAL DIRECT EXPENSES									**$21,649.00**

SUMMARY	
TOTAL COSTS FOR GEO ONLY	$11,405.00
NON-SALARY (UNIT COSTS) FOR GEO ONLY	$8,167.50
NON-SALARY (OTHER DIRECT EXPENSES) FOR GEO ONLY	$21,649.00
GRAND TOTAL	$41,221.50

Environmental - Terracon

FEE SCHEDULE

TASK DESCRIPTION	PRINCIPAL	SENIOR GEOLOGIST/ SCIENTIST	PROJECT GEOLOGIST/ SCIENTIST	SENIOR STAFF GEOLOGIST/ SCIENTIST	STAFF GEOLOGIST/ SCIENTIST	FIELD GEOLOGIST/ SCIENTIST	CAD/GIS OPERATOR II	CONTRACT ADMIN SPECIALIST	ADMINISTRATIVE ASSISTANT	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT	SUBTOTALS BY LINE ITEM	SUBTOTALS BY TASK
GENERAL															
DATA COLLECTION										0	NA	NA	NA	$ -	$ -
PROJECT MEETINGS										0	NA	NA	NA	$ -	$ -
COORDINATION WITH LOCAL AGENCIES										0	NA	NA	NA	$ -	$ -
PROJECT ADMINISTRATION										0	NA	NA	NA	$ -	$ -
PRELIMINARY ENGINEERING										0	NA	NA	NA	$ -	$ -
ENVIRONMENTAL CONTRAINTS EVALUATION										0	NA	NA	NA	$ -	$ -
PREPARATION OF PER										0	NA	NA	NA	$ -	$ -
PER MEETING										0	NA	NA	NA	$ -	$ -
FINAL DESIGN										0	NA	NA	NA	$ -	$ -
ASSIST WITH PRODUCTION OF PROJECT MANUAL										0	NA	NA	NA	$ -	$ -
										0				$ -	$ -
Task 1 - Desktop Environmental Review			4	20			6	2	2	34				$ 4,760.00	$ 5,435.00
Task 2 - Waters of the U.S. Desktop Review	2	2		26	12		20	2	2	66					
Task 3 - Cultural Desktop Review		4			12				2						
HOURS SUB-TOTALS	2	6	4	46	24	0	26	4	6	118		0			
CONTRACT RATE PER HOUR	$220.00	$210.00	$180.00	$150.00	$130.00	$110.00	$110.00	$100.00	$90.00			# OF SHEETS			
TOTAL LABOR COSTS	$440.00	$1,260.00	$720.00	$6,900.00	$3,120.00	$0.00	$2,860.00	$400.00	$540.00	$16,240.00					
LABOR SUBTOTAL										**$16,240.00**				$ 4,760.00	

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Database/Historical Resources Package (Desktop Environmental Review)	1	each	$ 675.00							$675.00
Mileage		mile	$ 0.75							$0.00
Overnight mail - letter size		each								$0.00
Overnight mail - oversized box		each								$0.00
Photocopies B/W (8.5 x 11)		each								$0.00
Photocopies B/W (11 x 17)		each								$0.00
SUBTOTAL DIRECT EXPENSES										**$675.00**

SUMMARY	
TOTAL LABOR COSTS	$16,240.00
OTHER DIRECT EXPENSES	$675.00
TOTAL	**$16,915.00**

FEE SCHEDULE (STRUCTURAL - IMS ENGINEERS, INC)

TASK DESCRIPTION PIPELINE SUBSURFACE PROTECTION CAP	PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	EIT	SENIOR ENGR TECH	ENGR TECH	CADD OPERATOR SR	ADMIN/ CLERICAL	TOTAL LABOR HRS. & COSTS	UNIT	NO OF UNITS	HOURS PER UNIT
GENERAL													
DATA COLLECTION & RESEARCH		1		4	16					21	NA	NA	NA
PROJECT MEETINGS (Assume 4 - 1hr Teams Meetings life of project)		4			4					8	NA	NA	NA
PROJECT ADMINISTRATION									8	8	NA	NA	NA
PRELIMINARY ENGINEERING (PIPELINE CAPS ONLY)										0	NA	NA	NA
GEOTECH COORDINATION		1			2					3	NA	NA	NA
ASSIST IN CONSTRUCTION COST ESTIMATES		1			2					3	NA	NA	NA
ASSIST WITH PREPARATION OF PER		1			8					9	NA	NA	NA
ASSIST WITH PER MEETING										0	NA	NA	NA
FINAL DESIGN (ASSUMES 60%, 90% & IFC-100% submittals)	4									4	NA	NA	NA
ROADWAY DETAILS										0	NA	NA	NA
PIPELINE STRUCTURAL DETAILS (ASSUME TWO LOCATIONS)		1		4	50			64		119	NA	2	NA
MISCELLENAEOUS DETAILS		1		4	13			28		46	NA	2	NA
PREPARATION OF STANDARDS				3	8			8		19	NA	1	NA
ASSIST WITH DETAILED CONSTRUCTION COST ESTIMATE		1		2	10					13	NA	NA	NA
ASSIST WITH PRODUCTION OF PROJECT MANUAL		1		3	9					13	NA	NA	NA
CONSTRUCTION PHASE SERVICES (PIPELINE CAP(S) ONLY)	4									4	NA	NA	NA
RESPOND TO QUESTIONS		1			4					5	NA	NA	NA
ATTEND FIELD MEETINGS AND SITE VISITS (2 visits only)		1			8					9	NA	NA	NA
PREPARATION OF CHANGE ORDERS		1		4	8					13	NA	NA	NA
REVIEW AND APPROVE SHOP DRAWINGS		1			4					5	NA	NA	NA
REVIEW AND APPROVE FORMING DETAILS		1			4					5	NA	NA	NA
RESPOND TO RFIS		1			4					5	NA	NA	NA
ANSWER GENERAL QUESTIONS		1			2					3	NA	NA	NA
PROVIDE RECORD DRAWINGS		1			4					5	NA	NA	NA
	4												
HOURS SUB-TOTALS	12	20	0	24	160	0	0	100	8	324		5	
CONTRACT RATE PER HOUR	$285.00	$270.00	$210.00	$180.00	$135.00	$150.00	$120.00	$150.00	$114.00		320	# OF SHEETS	
TOTAL LABOR COSTS	$3,420.00	$5,400.00	$0.00	$4,320.00	$21,600.00	$0.00	$0.00	$15,000.00	$912.00	$50,652.00			
LABOR SUBTOTAL										**$50,652.00**			

OTHER DIRECT EXPENSES	# OF UNITS	UNIT	COST/UNIT							
Mileage	600	mile	$0.700							$420.00
Overnight mail - letter size		each								$0.00
Overnight mail - oversized box		each								$0.00
Photocopies B/W (8.5 x 11)	50	each	$1.00							$50.00
Photocopies B/W (11 x 17)	50	each	$2.50							$125.00
SUBTOTAL DIRECT EXPENSES										**$595.00**

SUMMARY	
TOTAL LABOR COSTS	$50,652.00
OTHER DIRECT EXPENSES	$595.00
TOTAL	**$51,247.00**

APPENDIX A-2
Scope of Services (Hourly)

The work to be performed by the Engineer for additional services shall be approved in writing by the County, or LJA, prior to the Engineer starting any work on the task. Prior to initiating any work, the Engineer shall submit a scope of services and a proposed fee for each requested task for the County's review and approval. Tasks may include, but are not limited to, Construction Phase services or any other services deemed necessary by the County for the project.

Appendix B
Maximum Hourly Rates and Expenses (2025)

Adams Flat Rd Team

Job Classification	Maximum Raw Salary Rate
Principal	$100.00
Senior Project Manager	$98.33
Deputy Project Manager	$95.00
Support Manager	$80.00
Quality Manager	$90.00
Senior Project Engineer	$90.00
Project Engineer	$70.00
Design Engineer	$75.00
Engineer-In-Training II	$51.67
Engineer-In-Training I	$46.67
Senior CADD Technician	$58.33
CADD Technician	$50.00
Senior Engineering Technician	$50.00
Engineering Technician	$40.00
Senior Scheduler	$38.00
GIS Specialist	$58.33
Survey Project Manager (TX RPLS)	$68.25
Project Manager (TX RPLS)	$33.33
Survey Technician	$50.00
SUE Project Manager	$103.33
SUE Senior Engineer	$85.00
SUE Engineer-In-Training	$45.00
SUE Engineering Technician	$43.33

Appendix C
Insurance

Engineer's Insurance Requirements. Throughout the term of this Agreement, Engineer shall carry and maintain in force the insurance described herein.

Commercial General Liability Insurance at least as broad as CG 00 01 (including protective liability coverage on operations of independent Engineers engaged in construction, blanket contractual liability coverage, products liability coverage, and explosion, collapse and underground hazards coverage) for the benefit of Engineer, against claims for personal injury, bodily injury and property damage, with a limit of not less than One Million Dollars ($1,000,000) in the event of personal injury or bodily injury to any number of persons or of damage to property arising out of any one occurrence, and not less than $1,000,000 in the aggregate applicable to this Program.

Workers' compensation insurance covering all employees of Engineer employed in, on or about the Program in order to provide statutory benefits as required by the laws of the State of Texas.

Automobile Liability: $300,000 combined single limit per accident for bodily injury and property damage. County shall be named as Additional Insured for this coverage.

Professional Liability: $1,000,000 aggregate covering Engineer in connection with the services to be provided by Engineer under this Agreement.

Engineer shall, upon County's request, furnish County with appropriate certificates evidencing the insurance required to be maintained by Engineer hereunder.

Atron Solutions

SERVICE ORDER FOR :
Waller County Courthouse

WWW.ATRONSOLUTIONS.COM

SALES@ATRONSOLUTIONS.COM

800-757-1773 OPTION 1

Atron Solutions

CUSTOMER INFORMATION

Account Number	17214
Customer ID	17214

Waller County Courthouse
836 Austin St
Ste 316
Hempstead TX, 77445
USA

CONTACTS

NAME	EMAIL	PHONE
Greg Henry	ghenry@xpernet.com	7138164353

LOCATIONS

SERVICE ADDRESS
836 Austin St

Hempstead TX 77445

SERVICES

One Time Charges:
Internet - Dedicated Fiber Internet , Service ID: 0

DESCRIPTION	TERM LENGTH	QUANTITY	PRICE	SUBTOTAL
Installation NRC (4375)		1	$ 350.00	$ 350.00
				$350.00

Monthly Recurring Charges:
Internet - Dedicated Fiber Internet , Service ID: 0

DESCRIPTION	TERM LENGTH	QUANTITY	PRICE	SUBTOTAL
Mikrotik RB760iGS Managed Router 1GB 24x7x365 ProActive Monitoring Circuit Health & Trouble Ticket Generation and Resolution (4627)	3 YEAR	1	$ 0.00	$ 0.00
Dedicated Fiber Internet Access 1GB/1GB (4175)	3 YEAR	1	$1,452.00	$1,452.00
29 Static IPs (/27 block) (5070)	3 YEAR	1	$ 95.00	$ 95.00
				$1,547.00

TOTAL

Subtotal MRC:	$1,547.00
Subtotal NRC:	$ 350.00
Subtotal Charges:	$1,897.00
Total:	**$1,897.00**

Atron Solutions, LLC is the Sole Source provider of the following item(s) and/or service(s):
Atron Guardian - Dynamic Internet Shield
Atron Pro-Active Managed Network Services w/ Custom Messaging
Note: these are Atron Exclusive Services for Waller County Internet

Description of Services:
Atron Guardian - Dynamic Internet Shield
Our enhanced security and performance solutions include:

1. **Threat Detection and Mitigation**: Quickly identify and resolve threats without altering your network's architecture.
2. **Dynamic Internet Protection**: Block malicious IP addresses with Atron Guardian -Dynamic Internet Shield.
3. **24/7/365 Threat Intelligence**: Industry-leading monitoring to ensure continuous protection.
4. **Proactive Alerts**: Stay informed with real-time text messaging for anomalies and outages.

Atron Pro-Active Managed Network Services w/ Custom Messaging
Eliminate the Noise. Focus on Business Success.
Our Managed Network Services (MNS) empower your business with seamless integration, intelligent operation, and strategic network management to ensure:

- **Proactive Optimization**: A network that evolves with your needs, enhancing operations and minimizing downtime.
- **Time Savings**: Let your team focus on priorities while we handle network performance, monitoring, and configurations.
- **Strategic Value**: With PRTG, transform your network into a vital asset for achieving business goals the network management software for bandwidth, usage and availability (SLA: Service Level Agreement) monitoring.

Network Intelligence for Unparalleled Performance
PRTG Portal delivers actionable intelligence, not just monitoring:

- **Contextualized Monitoring**: Understand network impact with user-focused event analysis and tailored communications, going granular to provide actionable insights.
- **Custom Dashboards**: Visualize data the way you need it, from bandwidth performance to network health
- **Full Network Control**: Manage services and inventory with precision.
- **Targeted Insights**: Narrow your focus to what matters, eliminating unnecessary distractions.

Basics, Done Better
Managed Network Services simplify complexity to enhance agility:

- **Comprehensive Management**: From configuration to 24/7 support, we manage networks and devices to optimize performance.
- **Co-Management Model**: Expand your team's expertise while maintaining full control and visibility.
- **Strategic Focus**: Free your resources from technical tasks to concentrate on business growth.

Leading Expertise and Support
Partner with our experienced team to elevate your network operations:

- **Proactive Monitoring**: Skilled technicians oversee your network and devices with advanced tools.
- **Scalable Solutions**: Tailored support for Dedicated Interent,SD-WAN, MPLS, and voice to future-proof your network.
- **Streamlined Operations**: Combine cost-effective hardware, software, and flexible equipment solutions.
- **Your Extended Team**: Expert engineers collaborate with your team to ensure reliability and growth.

Stress-Free, Efficient Network Management

With our MNS, you gain:

- **Reliability**: A network designed to deliver.
- **Expertise**: Skills to handle evolving demands.
- **Peace of Mind**: Focus on success while we keep your network thriving.

* MRC = MONTHLY RECURRING CHARGES
* NRC = NON RECURRING CHARGES – ONE TIME INSTALLATION COSTS
* **PRICING DOES NOT INCLUDE TAXES, SURCHARGES AND RECOVERY FEES** WHICH CAN BE FOUND AT https://atronsolutions.com/crs/

CUSTOMER SIGNATURE:

CUSTOMER COMPANY NAME: Waller County Courthouse

AUTHORIZED REPRESENTATIVE SIGNATURE:

PRINTED NAME: Carbett "Trey" J. Duhon, III - County Judge

DATE: ~~3/24/2025~~ April 2, 2025

Atron Solutions

SALES & SERVICE ORDER

TERMS AND CONDITIONS: THIS SERVICE ORDER IS SUBJECT TO, GOVERNED BY, AND CONSTITUTES AN INTEGRAL PART OF THE MASTER SERVICES AGREEMENT TERMS & CONDITIONS ("AGREEMENT') WHICH CAN BE FOUND AT https://atronsolutions.com/msa/ BY AND BETWEEN ATRON SOLUTIONS, LLC (SELLER) AND BUYER, AND EACH SERVICE ORDER SHALL, TOGETHER WITH THE AGREEMENT, BE DEEMED ONE, INTEGRATED AGREEMENT AND NOT AS SEPARATE SEVERABLE CONTRACTS. BY EXECUTING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT THEY HAVE READ AND AGREE TO BE BOUND BY SUCH TERMS & CONDITIONS. THIS SERVICE ORDER WILL NOT BE FULLY IMPLEMENTED UNTIL THE BUYERS CREDIT HAS BEEN APPROVED, AND ATRON'S DENIAL OF BUYERS CREDIT SHALL AUTOMATICALLY CANCEL THIS SERVICE ORDER. ALL SERVICES PROVIDED IN ACCORDANCE WITH THE PROCESS AND PROCEDURES SET FORTH IN ATRON'S ACCEPTABLE USE POLICY, WHICH MAY BE FOUND AT https://atronsolutions.com/aup/. IN ADDTION TO ATRON'S SERVICE LEVEL AGREEMENT (SLA), WHICH MAY BE FOUND AT https://atronsolutions.com/sla/. **PRICING DOES NOT INCLUDE TAXES, SURCHARGES AND RECOVERY FEES** WHICH CAN BE FOUND AT https://atronsolutions.com/crs/. Terms of the Master Service Agreement are incorporated by reference into the Service Order.

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AMENDMENT NO. 1 TO
GLO CONTRACT NO. 24-065-016-E173

THE GENERAL LAND OFFICE (the "GLO") and **WALLER COUNTY** ("Subrecipient"), each a "Party" and collectively "the Parties" to GLO Contract No. 24-065-016-E173 (the "Contract"), desire to amend the Contract.

WHEREAS, the Parties desire to revise the Performance Statement, Budget, and Benchmarks to correct erroneous information in an Activity description; and

WHEREAS, the Parties desire to revise the General Affirmations and the Nonexclusive List of Applicable Laws, Rules, and Regulations to reflect updated terms; and

WHEREAS, these revisions will result in no additional encumbrance of Contract funds;

NOW, THEREFORE, the Parties hereby agree as follows:

1. **ATTACHMENT A** to the Contract, **Performance Statement, Budget, and Benchmarks**, is deleted in its entirety and replaced with the **Revised Performance Statement, Budget, and Benchmarks**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT A-1**.

2. **ATTACHMENT C** to the Contract, **General Affirmations**, is deleted in its entirety and replaced with the **Revised General Affirmations**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT C-1**.

3. **ATTACHMENT D** to the Contract, **Nonexclusive List of Applicable Laws, Rules, and Regulations,** is deleted in its entirety and replaced with the **Revised Nonexclusive List of Applicable Laws, Rules, and Regulations**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT D-1**.

4. This Amendment shall be effective upon the date of the last signature.

5. The terms and conditions of the Contract not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 1 TO GLO CONTRACT NO. 24-065-016-E173

GENERAL LAND OFFICE

Signed by:
Jennifer G. Jones
E70CDF09B56540E...

Jennifer G. Jones
Chief Clerk and Deputy Land Commissioner
Date of execution: 4/3/2025

WALLER COUNTY

DocuSigned by:
BEF9A[illegible]

Name: Carbett J. Duhon
Title: Waller County Judge
Date of execution: 4/3/2025

OGC	DS gm
PM	DS PS
SDD	DS HL
DGC	DS MB
GC	DS JG
DCC	DS AP

ATTACHED TO THIS AMENDMENT:

ATTACHMENT A-1 – Revised Performance Statement, Budget, and Benchmarks

ATTACHMENT C-1 – Revised General Affirmations

ATTACHMENT D-1 – Revised Nonexclusive List of Application Laws, Rules, and Regulations

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WALLER COUNTY
24-065-016-E173
PERFORMANCE STATEMENT

The GLO awards Waller County (Subrecipient) this Contract under HUD's Community Development Block Grant Mitigation (CDBG-MIT) program to provide financial assistance with funds appropriated to facilitate Activities related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017.

In strict conformance with the terms and conditions of the CDBG-MIT – Hurricane Harvey State MID and pursuant to the GLO's Regional Mitigation Program and this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities identified below to increase its resilience to disasters and reduce or eliminate long-term risk of disaster-related loss of life, injury, damage to and loss of property, and suffering and hardship by lessening the impact of future disasters.

Subrecipient shall perform the Activities identified herein for the service area specified in its approved Texas Community Development Block Grant Mitigation Grant Application to provide a long-lasting investment that increases resiliency in the community. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is $2,041,703.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record (TIGR) of the GLO's Community Development and Revitalization division. Subrecipient must ensure expenditures for individual projects do not exceed the amounts for detailed funding categories in the project budget of the approved Grant Application, as may be revised in writing upon mutual agreement of the Parties. If it becomes necessary to redistribute Budget line-item amounts between Activities, Subrecipient must seek a Contract Amendment prior to performing any work.

DRGR Activity: MIT - Public Facilities and Improvements-Non-Covered Projects- LMI

Activity Type: Water Improvements

Project Title: Waller County Prairie View Water Improvements

Subrecipient shall install a new generator, a concrete pad, associated electrical work, and complete associated appurtenances. Construction shall take place at the following location:

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Defining Project Location	Location Coordinates	Proposed HUD Performance Measures
Waller County Prairie View Water Plant	36132 Cameron Road Prairie View, Texas 77446 30.103657, -9587881	1 Public Facility (PF)

Total Beneficiaries	LMI Beneficiaries	LMI %	Census Tract	Block Group
1,790	1,360	75.98	6803.00 6804.00	1,2,4,5 1
Beneficiaries were identified using Census Tract/Block Group LMISD, and the above project meets the LMI national objective.				

DRGR Activity: MIT – Planning and Capacity Building

Activity Type: Planning

Project Title: Waller County Planning Project

Subrecipient shall create a county Master Drainage Plan that will entail surveying land, drainage patterns, topography, engagement efforts, and project identification. The Planning Study will take place throughout all of Waller County.

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BUDGET

DRGR Activity	Grant Award	Other Funds	Total
MIT - Public Facilities and Improvements-Non-Covered Projects- LMI	$460,601.50	$0.00	$460,601.50
MIT – Planning and Capacity Building	$1,581,101.50	$0.00	$1,581,101.50
TOTAL	**$2,041,703.00**	**$0.00**	**$2,041,703.00**

BENCHMARKS

Project Phase Actions and Deliverables	Not-To-Exceed Budget Gate Percentages by Budget Category (Subrecipient may draw up to, but not exceed, the identified percentage of the Budget category until stated Deliverable(s) are submitted to and approved by the GLO.)			Single Deliverable Milestones by Budget Category (Subrecipient may draw up to 100% of Budget category after submittal to and approved by the GLO of the stated Deliverable.)		Multiple Deliverable Milestones (Subrecipient may draw up to, but not exceed, the percentage stated after submittal to and approval by the GLO of the stated Deliverable.)	
	Project Delivery						
	Grant Administration Funds	Environmental Funds	Engineering Funds	Service Delivery Funds	Acquisition Funds	Construction Funds	Planning Funds (not related to engineering design)
Action: Start-up Phase **Deliverable:** Contract kick-off meeting sign-in sheet; all required Start-Up Documentation reviewed and accepted by the GLO; executed grant administration service provider contract in PDF format.	0-15%						
Action: Commencement of Engineering Phase **Deliverable:** Executed engineering service provider contract in PDF format provided during start-up phase as applicable			0-30%				

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Action: Commencement of Environmental Phase **Deliverable:** Executed environmental service provider contract in PDF format provided during start-up phase as applicable.	15.01-30%	0-30%						
Action: Completion of Design Phase **Deliverable:** Complete signed and sealed 100% construction plans in PDF format.*			30.01-60%					
Action: Completion of Special Environmental Services **Deliverable:** GLO approval of required documentation, dependent upon additional environmental requirements					100%			
Action: Completion of Environmental Record Review **Deliverable:** GLO-signed AUGF**	30.01-50%	30.01-100%						
Action: Acquisition Phase **Deliverable:** Acquisition Detailed Report and supporting documentation per parcel accepted by the GLO*						100%		
Action: Commencement of Bid Phase **Deliverable:** First published bid notice and publisher's affidavit*	50.01-60%		60.01-70%					
Action: Commencement of Construction Phase **Deliverable:** Signed NTP*	60.01-85%		70.01-85%				0-95%	
Action: Completion of Construction Phase **Deliverable:** Signed and sealed complete As-Built Plans in PDF format; executed COCC accepted by the GLO; signed FWCR accepted by the GLO*	85.01-95%		85.01-100%				95.01-100%	

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Action: Commencement of Planning/Study Phase **Deliverable:** Signed NTP or similar document from Subrecipient, initiating the Planning/study Activity and describing the work to be performed ^for Planning/Study only	15.01-60%^								0-85%
Action: Completion of Planning/Study Phase **Deliverable:** Final Planning/study report and proof of acceptance by Subrecipient ^for Planning/Study only	60.01-95%^								85.01-100%
Action: Grant Completion Report Approval **Deliverable**: GCR approved by the GLO	95.01-100%								

Failure to provide any Deliverable identified above could result in Subrecipient's repayment of drawn funds, in part or in full, in addition to other remedies provided to the GLO under this Contract. Providing the Deliverables identified in this table will allow Subrecipient to draw the identified funding percentage per Budget category, contingent upon Subrecipient's compliance with associated Program guidance.

*If Subrecipient executes multiple construction contracts, this Deliverable (or Deliverables, as applicable) will be required for each contract, and associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.

**If the Project includes more than one ERR, associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.

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GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 C.F.R. 200, only to the extent such compliance is consistent with 2 C.F.R. 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.*
6. If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.

11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*

13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.

14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.

    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.

b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.

d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.

e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the Subrecipient, prior to or subsequent to entering into this Contract.

f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*

16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.*

21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*

22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.*

23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

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PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.

28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*

29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.

30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*

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31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.

33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, https://www.glo.texas.gov.

37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.

38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*

39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.

40. Pursuant to Government Code Section 2275.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.*

41. If Subrecipient is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*

42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*

43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.*

45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.*

46. If subject to 2 C.F.R. 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain covered telecommunications equipment or services, as described in Public Law 115-232, Section 889, including systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

48. If subject to 2 C.F.R. 200.217, Subrecipient shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for lawfully disclosing information that the employee reasonably believes is evidence of gross mismanagement, waste, abuse of authority, a danger to public health or safety, or a violation of law related to a Federal contract or grant. Subrecipient shall inform its employees in writing of their whistleblower rights and protections under 41 U.S.C. 4712.

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NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations, as may be amended or superseded over time, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Community Development Block Grant Disaster Recovery and Mitigation Implementation Manual; and

State of Texas CDBG Mitigation Action Plan, dated March 31, 2020, as may be amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part l, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based

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on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145): 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2);

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

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Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.)*, particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, as amended by Executive Order 13690, February 4, 2015 (3 C.F.R., 2016 Comp., p. 268), as implemented in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(e) of Executive Order 11988, as amended; and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Sections 2 and 5 of the Order.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. §7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b)

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and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 C.F.R. 570.200(j).

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Certificate Of Completion

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Subject: $0 Amendment No. 1: 24-065-016-E173 - Waller County (Texas GLO)
Source Envelope:
Document Pages: 42
Certificate Pages: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 2
Initials: 6

Status: Completed

Envelope Originator:
Amy Navarro
1700 Congress Ave
Austin, TX 78701
Amy.Navarro@glo.texas.gov
IP Address: 204.65.210.159

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Status: Original
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Holder: Amy Navarro
Amy.Navarro@glo.texas.gov

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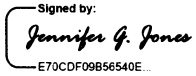
Signer Events	Signature	Timestamp
Ginger Mills Ginger.Mills@glo.texas.gov Director, CDR Legal Services Texas General Land Office, Office of General Counsel Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS GM Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.190	Sent: 3/21/2025 3:07:46 PM Viewed: 3/21/2025 10:07:39 PM Signed: 3/21/2025 10:09:58 PM
Priscilla Salinas priscilla.salinas.glo@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS PS Signature Adoption: Uploaded Signature Image Using IP Address: 204.65.210.17	Sent: 3/21/2025 10:10:01 PM Viewed: 3/24/2025 8:09:46 AM Signed: 3/24/2025 8:10:40 AM
Heather Lagrone heather.lagrone.glo@recovery.texas.gov Sr Dep director Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS HL Signature Adoption: Pre-selected Style Using IP Address: 104.54.227.24 Signed using mobile	Sent: 3/24/2025 8:10:47 AM Viewed: 3/24/2025 8:19:10 PM Signed: 3/24/2025 8:19:30 PM
Marc Barenblat marc.barenblat@glo.texas.gov Deputy General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS MB Signature Adoption: Pre-selected Style Using IP Address: 104.15.130.4	Sent: 3/24/2025 8:19:33 PM Viewed: 3/24/2025 9:28:47 PM Signed: 3/24/2025 9:30:13 PM

Signer Events	Signature	Timestamp
Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS Signature Adoption: Pre-selected Style Using IP Address: 107.129.126.169 Signed using mobile	Sent: 3/24/2025 9:30:21 PM Viewed: 3/24/2025 9:32:04 PM Signed: 3/24/2025 9:32:11 PM
Adrian Piloto adrian.piloto@glo.texas.gov Senior Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DS Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.209	Sent: 3/24/2025 9:32:14 PM Viewed: 3/27/2025 9:08:43 AM Signed: 3/27/2025 9:09:13 AM
Carbett Duhon t.duhon@wallercounty.us Waller County Judge Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: BEF9A013180A454... Signature Adoption: Drawn on Device Using IP Address: 139.138.150.161	Sent: 3/27/2025 9:09:18 AM Viewed: 4/3/2025 10:51:47 AM Signed: 4/3/2025 10:52:17 AM
Jennifer G. Jones jennifer.jones@glo.texas.gov Chief Clerk Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	Signed by:  E70CDF09B56540E... Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.215	Sent: 4/3/2025 10:52:23 AM Viewed: 4/3/2025 11:30:23 AM Signed: 4/3/2025 11:31:00 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
BSO Team bsorequests@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/21/2025 9:21:11 AM

Carbon Copy Events	Status	Timestamp
Joseph Cardona joseph.cardona@glo.texas.gov Team Lead/Contract Manager Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/21/2025 9:21:12 AM Resent: 3/21/2025 3:07:45 PM
Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/21/2025 9:21:12 AM
Kelly McBride kelly.mcbride@glo.texas.gov Director of CMD Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/21/2025 9:21:12 AM
Lance White lance.white@glo.texas.gov Manager, Contracts Management Division Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/21/2025 9:21:12 AM
Veronica Rodriguez veronica.rodriguez@glo.texas.gov Contract Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/21/2025 9:21:13 AM
Bob Sonnier Bob.Sonnier@glo.texas.gov Purchaser Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/21/2025 9:21:13 AM
Angela Sommers angela.sommers.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/21/2025 3:07:46 PM

Carbon Copy Events	Status	Timestamp
Matthew Anderson matthew.anderson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/21/2025 10:10:01 PM
Accounting Team DR.SystemAccess@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/21/2025 10:10:01 PM
Esmeralda Sanchez Esmeralda.Sanchez.glo@recovery.texas.gov Manager Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/21/2025 10:10:01 PM
Contracts Change Request srcontractchangereq.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/24/2025 8:10:46 AM
Jodi Mozeika jodi.mozeika@grantworks.net Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/27/2025 9:09:16 AM Viewed: 3/27/2025 11:31:23 AM
Brooke Bacuetes b.bacuetes@wallercounty.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/27/2025 9:09:18 AM Viewed: 3/27/2025 3:46:11 PM
Garrett Purcell Garrett.Purcell@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/3/2025 11:31:10 AM
HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/3/2025 11:31:10 AM

Carbon Copy Events	Status	Timestamp
DeQuincy Adamson dequincy.adamson@glo.texas.gov Director, Internal Audit Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/3/2025 11:31:11 AM
Pamela Mathews pamela.mathews.glo@recovery.texas.gov Program Integration Director Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/3/2025 11:31:19 AM
Ryne Zmolik ryne.zmolik.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/3/2025 11:31:19 AM
Michelle Esper-Martin michelle.espermartin.glo@recovery.texas.gov Management Analyst Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/3/2025 11:31:28 AM
Jeana Bores jeana.bores.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/3/2025 11:31:34 AM
Jacob Geray jacob.geray.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/3/2025 11:31:36 AM
Nichole Gee nichole.gee.ctr@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 4/3/2025 11:31:37 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/21/2025 9:21:13 AM
Envelope Updated	Security Checked	3/21/2025 3:07:45 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	4/3/2025 11:30:23 AM
Signing Complete	Security Checked	4/3/2025 11:31:00 AM
Completed	Security Checked	4/3/2025 11:31:37 AM

Payment Events	Status	Timestamps

STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT BY AND BETWEEN THE COUNTY OF WALLER, TEXAS AND C D SERVICES, LLC dba GENERAL SITE SERVICES/GSS DUMPSTERS

This Agreement is entered into on the date of the last signature affixed hereto ("Effective Date") by and between Waller County, Texas ("County"), a political subdivision of the State of Texas, and C D Services, LLC dba General Site Services/GSS Dumpsters ("Contractor"), a Texas limited liability company having its principal place of business at 7939 N FM 331 Bellville, TX 77418, (collectively "Parties").

WHEREAS, the County is a political subdivision of the State of Texas;

WHEREAS, the County desires to purchase, and Contractor desires to sell certain goods and services; and

WHEREAS, the County and Contractor have the intent to comply with all applicable laws relative to the purchase; and

WHEREAS, the County and Contractor desire to enter into this Contract to clarify and make explicit the rights, duties, and responsibilities between the Parties; and

NOW, THEREFORE, the Parties agree that the foregoing is true and correct, and further agree as follows:

1. **Additional Terms and Conditions.** The terms and conditions in this Agreement apply to this Agreement, and are not intended to conflict with or diminish the terms or conditions of any other existing contractual agreement between the Parties.

2. **Description of Work.** The goods and services to be provided ("Services") are contained in the Contractor's Quote ("Quote") attached hereto as Exhibit A.

3. **Contract Documents.** The following documents constitute the "Contract Documents":

   A. This Agreement; and

   B. Quote, attached hereto as Exhibit A.

   C. Contractor's Terms and Conditions, attached hereto as Exhibit B

   All of the documents referred to in this Section 3 are incorporated by reference and made a part of this Agreement for all purposes as though each were written word for word in this Agreement.

4. **Payment.** In exchange for those Services requested by the County under the Contract Documents, the County agrees to pay Contractor for goods and services at the price listed in Exhibit A according to the terms and conditions of this Contract for the rendering of services. The County shall pay all valid invoices within 30 days of receipt. The County will not pay an invoice

in full if there is a dispute about the accuracy of the invoice, or whether the Services have been adequately performed to the satisfaction of the County.

5. **Term and Termination.** The Agreement shall commence on the Effective Date, and continue in full force and effect until termination in accordance with its provisions. Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Anticipated orders or other obligations that may arise past the end of the current Waller County fiscal year shall be subject to budget approval. Any contract that extends beyond the current Waller County fiscal year is contingent upon the appropriation of funds from the relevant budget and fiscal year. If for any reason funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. All expenses occurring after the date of termination shall be the responsibility of Contractor.

The County reserves the right to terminate the contract immediately if the Contractor fails to (1) meet delivery or completion schedules; or (2) otherwise perform in accordance with the Contract Documents.

The County reserves the right to immediately terminate the Contract if Contractor becomes insolvent or commits acts of bankruptcy.

The County may terminate this contract for cause or convenience by providing 30 days written notice to the Contractor. The notice must state the reasons for such termination. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address identified herein. The Contract will continue in force during the 30 day notice period. The County shall compensate Contractor in accordance with the terms of this Contract for Contract work properly performed prior to the date of termination specified in the notice, provided that the County inspects and accepts the work performed by Contractor. Contractor shall not be entitled to lost or anticipated profits should the County choose to exercise its option to terminate.

6. **Permits; Compliance with Laws and Regulations.** Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the Services prior to commencing the Services. Contractor shall perform its obligations pursuant to this Contract in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the Services to be performed pursuant to this Contract.

7. **Independent Contractor.** Contractor's status shall be that of an independent contractor and not an agent, servant, employee, or representative of the County in the performance of the Services. Contractor shall exercise independent judgment in performing duties under this Contract, and in cooperation with the relevant County department, is solely responsible for setting working hours, scheduling or prioritizing the work flow, and determining how the work is to be performed. No term or provision of this Contract or act of the Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant, or employee of the County.

8. INDEMNITY. CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE

TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS CONTRACT THAT ARE BASED ON ANY FEDERAL IMMIGATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND KNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING, BUT NOT LIMITED TO, ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND

COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. Insurance and Bond Requirements. Contractor shall procure, pay for, and maintain insurance coverage during the term of this Contract, with a company authorized to do business in the State of Texas and otherwise acceptable to the County.

Contractor's insurance policies that cover performance under this Contract shall name the County as an additional insured.

10. Jurisdiction and Venue. This Contract is made and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court actions brought directly or indirectly by reason of this contract shall be in Waller County, Texas. This contract is made and is to be performed in Waller County, Texas.

11. Assignment. Contractor shall not sell, assign, transfer, or convey this Contract, in whole or in part, without the prior written consent of the County. As an express condition of consent to any assignment, Contractor shall remain liable for completion of the Contract work in the event of default by the successor contractor or assignee.

12. Right of Review and Audit. County may review any and all of the Services performed by Contractor under this Contract. County is granted the right to audit, at County's election, all of Contractor's records and billings relating to the performance of this Contract as may be reasonably necessary for County to confirm its payment obligations under this Contract. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to County's rights as may be disclosed by an audit under this section.

13. No Waiver. No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Contract does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.

14. Legal Construction. If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

15. Entire Agreement. This Contract, together with all Exhibits incorporated herein, embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract. The Contract may not be modified, altered, or amended except by written instrument duly executed by both parties.

16. Titles Not Restrictive. The titles assigned to the various sections and paragraphs of this Contract are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Contract.

17. Tax Exempt. The County is a tax-exempt organization. If Contractor makes purchase under this Contract that will be billed to the County, the County will not reimburse Contractor of taxes from which it is exempt. The County can provide tax exempt paperwork upon request.

18. Other Expenses. Except as otherwise expressly set forth in this Contract and the Contract Documents, each of the parties will bear its own expenses in connection with the performance contemplated by this Contract and the Contract Documents.

19. No Arbitration. The County does not agree to arbitration.

20. Waiver of Subrogation. Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against Waller County as an indirect party to any suit arising out of personal or property damages resulting from Contractor's, its employees', or subcontractors' performance under this Contract.

21. No Third-Party Beneficiaries. This Contract does not inure to the benefit of any third party, except permitted successor or assigns.

22. Amendments. All amendments and additions to this Contract or its Exhibits and Contract Documents must be approved by Contractor and the Waller County Commissioners' Court.

23. Authority to Sign. Signatories to this Contract represent and warrant that they have the authority to bind the respective parties.

24. Confidentiality. The County is bound by Texas Government Code, Chapter 552, the Public Information Act and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Contract. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. However, the final decision as to what information must be disclosed pursuant to the Public Information Act lies with the Texas Attorney General. The County shall have the right to rely on the advice, decisions, and opinions of the Texas Attorney General, and shall have no liability or obligation to Contractor for disclosure to the public in reliance on any advice, decision, or opinion of the Texas Attorney General.

25. Notices. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed communicated as of three (3) days after mailing. Any notice or certification to be provided pursuant to this Contract shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:	To Contractor:
Attn: County Judge 425 FM 1488, Suite 106 Hempstead, Texas 77445	Attn: Dennis Williams 7939 N FM 331 Bellville, TX 77418

COUNTY

Carbett "Trey" J. Duhon III
County Judge

Date: 03/28/2025

CONTRACTOR

Dennis Williams
President

Date: 3-28-25

EXHIBIT A

From: info@gssdumpsters.com
To: Brooke Bacuetes
Subject: GSS Dumpsters Pricing for 30 yard dumpster
Date: Wednesday, March 26, 2025 1:35:00 PM
Attachments: GSS Terms & Acceptable Materials - 30cy Template.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Hi Brooke.

Per our conversation, we can provide a 30-yard dumpster to 2950 FM 359 in Pattison on Friday, March 28 for $745. If the order is placed with GSS Dumpsters, any contract will be signed by Dennis Williams, President of GSS. (General Site Services)

I've attached our Terms & Conditions and Acceptable Materials list for your review. We would appreciate it if you would use discretion handling the terms. We generally do not provide them until the actual order has been placed to protect the interests of our company.

If you have any questions, please give us a call. You can speak with me – Amy Miles – or Dennis Williams.

Thank you and have a great afternoon!

Amy Miles
General Site Services
(713) 252-0906 (Office)
(979) 865-8035 (Fax)

EXHIBIT B

General Site Services

Customer Name Waller County, Texas

Delivery Address 2950 FM 359 City Waller County, Texas Zip 77423

Landfills stringently enforce what materials they accept. Below is an example of materials that are accepted and not accepted. Please use this as a guide when filling your container.

Acceptable Materials for Disposal

Construction and Demolition Debris	Concrete / Dirt*	Mattresses
Roofing Material (prior approval)	Bricks	Lumber
Sheetrock / Wallboard	Furniture	Glass
Cardboard / Paper	Carpet	Tile
Fencing	Styrofoam / Plastics	Yard Waste
Appliances (Freon professionally removed)****	Wire	Cloth / Linens

Prohibited Materials

Hazardous Waste	Medical Waste	Automobiles
Household Garbage (food products, etc.)**	Sludge	Paints
Tires	Lead Batteries	Enclosed Sealed Drums
Asbestos Containing Materials***	Flammable Liquids/Gas	Septic Waste
Freon Containing Appliances****	Motor Oil	**No Burned Material**

*** Limited to no more than four (4) cubic yards per container.**

** Household trash such as food products may be accepted provided GSS is notified prior to delivery. It may increase price.

*** Roofing shingles and house siding with asbestos will be accepted if packaged for disposal in accordance with Texas guidelines.

**** Freon must be professionally removed and documented

By signing below, customer acknowledges receipt of this prohibited materials list. In the event a prohibited item is found, customer will be assessed and agrees to pay, an additional **$195.00** per item plus any charges necessary to place the prohibited material back in the container, and the prohibited item(s) will be returned to the customer.

X _____ Date 3.29.2025

Customer Signature

C D Services, LLC dba
General Site Services

7939 N FM 331, Bellville, Texas 77418 Ph. (713) 252-0906 FAX (979) 865-8035

General Site Services

Customer Name: Waller County, Texas Contact # _____

Delivery Date: 03-28-25 Dumpster Size: 30 Cubic Yards

Delivery Address: 2950 FM 359 City: Pattison, Texas Zip: 77423

Charge per Dumpster: $ 770.00 + tax $ EXEMPT = $ 770.00

The charge for the dumpster is due at the time of or prior to delivery.

Credit Card _____ Check _____ Cash _____ Invoice X Fee covers One (1) Dump

Time Period: Up to N/A for each dumpster. Weight Limit: 16,000 lbs. (8 tons)

Terms and Conditions

1. Customer accepts full responsibility for contents of dumpster and agrees to additional charges if the dumpster contains any unacceptable material. Charges will equal GSS's cost to dispose of any unacceptable material.
2. Customer agrees not to allow load to protrude over the top or sides of the dumpster.
3. Customer agrees to be liable for any damages to the dumpster caused by customer while on their site. Cost of damages will be charged back to Customer.
4. Customer is responsible for any fines, impounds or costs incurred from state, county, city or any other jurisdictions, from which it is not exempt, while dumpster is on customer site.
5. Customer agrees to call for pick up to stop or avoid a daily charge.
6. Customer agrees to provide a clear and accessible path for servicing the dumpster. If the dumpster is inaccessible, not ready for pick up, or is canceled while in route to job site, a **$195.00** trip/drive-by fee will be charged to customer.
7. GSS requires a 24 hour window for delivery or pick up from the time an order is placed.
8. A **$60.00** fee will be applied on any returned checks.
9. If GSS has to unload a dumpster due to overloading or the presence of prohibited materials or has to move obstructions to get to a dumpster, a labor fee of **$95.00** an hour (one hour minimum) will be charged.
10. County agrees to pay any overweight fee assessed by the disposal site or through a ticket.
11. County agrees to hold GSS harmless for unforeseen damage not caused by gross negligence on the part of GSS, it's employees or agents, to driveways, sidewalks, lawns, utilities, trees, parking lots or any other personal or real property.
12. Dumpster is available to customer for N/A. Customers requiring additional time will be charged _____ a day. Daily charge stops when customer calls for a pick up or swap.
13. Customer agrees to pay GSS for invoiced additional charges that are not in dispute.
14. Customer has all required municipal approval for a GSS dumpster to be placed on the job-site/delivery address

The signer below represents and warrants that he/she has read the document and understands its contents and is duly authorized to execute this agreement. The customer understands that if service is suspended or terminated, any fees for services rendered to him/her will be immediately due and payable. The customer understands that interest may be charged on overdue accounts at that highest rate allowable by Texas law.

X _____ Date 3.29.2025

Customer Signature

C D Services, LLC dba
General Site Services / GSS Dumpsters

7939 N FM 331, Bellville, Texas 77418

Ph. (713) 252-0906 FAX (979) 865-8035

STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT BY AND BETWEEN THE COUNTY OF WALLER, TEXAS AND CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC.

This Agreement is entered into on the date of the last signature affixed hereto ("Effective Date") by and between Waller County, Texas ("County"), a political subdivision of the State of Texas, and Clean Earth Environmental Solutions, Inc. ("Contractor"), on behalf of itself, a Delaware corporation having its principal place of business at 933 First Avenue, Suite 200, King of Prussia, PA 19406, (collectively "Parties").

WHEREAS, the County is a political subdivision of the State of Texas;

WHEREAS, the Houston-Galveston Area Council ("H-GAC") is a council of governments that is a political subdivision of the State of Texas which enters into goods and services agreements with vendors for the collection, transportation, and disposal of Household Hazardous Waste within the 13-county H-GAC region; and

WHEREAS, Contractor was awarded a contract with H-GAC, Contract ID 10418 dated August 22, 2023, between H-GAC and Clean Earth Environmental Solutions, Inc.; and

WHEREAS, the County desires to purchase, and Contractor desires to sell certain goods and services; and

WHEREAS, the County and Contractor have the intent to comply with all applicable laws relative to the purchase; and

WHEREAS, the County and Contractor desire to enter into this Contract to clarify and make explicit the rights, duties, and responsibilities between the Parties;

NOW, THEREFORE, the Parties agree that the foregoing is true and correct, and further agree as follows:

1. **Additional Terms and Conditions.** The terms and conditions in this Agreement apply to this Agreement, and are in addition to Contract ID 10418 entered into between Clean Earth Environmental Solutions, Inc. and H-GAC. This Agreement is not intended to conflict with or diminish the terms or conditions of H-GAC Contract ID 10418. The rights granted to H-GAC under Contract ID 10418 shall be extended to the County under this Agreement.

2. **Description of Work.** The goods and services to be provided ("Services") are contained in the Contractor's Quote ("Quote") attached hereto as Exhibit B.

3. **Contract Documents.** The following documents constitute the "Contract Documents":

   A. This Agreement;

   B. H-GAC Contract ID 10418 together with all of its attachments and appendices,

attached hereto as Exhibit A; and

C. Quote, attached hereto as Exhibit B.

All of the documents referred to in this Section 3 are incorporated by reference and made a part of this Agreement for all purposes as though each were written word for word in this Agreement.

In interpreting this Agreement and resolving any conflicts or ambiguities, the Contract Documents shall be given precedence in the following order: 1) this Agreement, 2) H-GAC Contract ID 10418 with all of its attachments and appendices, and 3) the Quote.

4. Payment.

A. **Invoice Terms**. In exchange for those Services requested by the County under the Contract Documents, the County agrees to pay Contractor for goods and services at the price listed in Exhibit B according to the terms and conditions of this Contract for the rendering of services. Contractor shall invoice County only for services already rendered, and the performance of the Services must be to County's satisfaction. The County shall pay all valid invoices within 30 days of receipt. In the event County has a good faith objection to an invoice, County shall pay the undisputed amount pursuant to the terms of this Agreement and notify Contractor of said objection in writing within fifteen (15) days. All invoices are subject to applicable Federal, State, and local taxes & fees. Notwithstanding the foregoing, the County is a tax exempt entity, and will not pay taxes or fees from which it is exempt.

B. **Late Payment.** For any late payment received by Contractor, Contractor shall charge the County a service charge of 1.5% per month (or the maximum allowed by law). In a formal administrative or judicial action to collect an invoice payment or interest due under Texas Government Code Chapter 2251, the opposing party, which may be the County or Contractor, shall pay the reasonable attorney fees of the prevailing party.

C. **Non-Payment.** If payment of Contractor's undisputed invoices is more than thirty (30) days late from the date payment is due, Contractor may suspend further performance of any or all Services from County until full payment is made. If Contractor suspends further performance of any or all Services under this Section, County may terminate this Agreement in accordance with the notice and cure period specified in Section 5.

5. Term and Termination. The Agreement shall commence on the Effective Date, and continue in full force and effect until termination in accordance with its provisions. This Agreement shall terminate, and performance of the Services contemplated hereunder must be completed no later than June 30, 2025, unless H-GAC grants Contractor an extension to H-GAC Contract ID 10418. If such extension is granted, this Agreement's termination date will be extended therewith, and Contractor shall have until that date to perform the Services contemplated hereunder. Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Anticipated orders or other obligations that may arise past the end of the current Waller County fiscal year shall be subject to budget approval. Any contract that extends beyond the current Waller County fiscal year is contingent upon the appropriation of funds from the relevant budget and fiscal year. If for any reason funds are not

appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. All expenses occurring after the date of termination shall be the responsibility of Contractor.

The County reserves the right to terminate the contract, after provision of written notice and a five (5) day cure period, if the Contractor fails to (1) meet delivery or completion schedules; or (2) otherwise perform in accordance with the Contract Documents.

The County reserves the right to immediately terminate the Contract if Contractor becomes insolvent or commits acts of bankruptcy.

Both parties may terminate this contract for cause or convenience by providing 30 days written notice to the other party. The notice must state the reasons for such termination. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address identified herein. The Contract will continue in force during the 30 day notice period. The County shall compensate Contractor in accordance with the terms of this Contract for Contract work properly performed prior to the date of termination specified in the notice, provided that the County inspects and accepts the work performed by Contractor. Contractor shall not be entitled to lost or anticipated profits should the County choose to exercise its option to terminate.

6. **Permits; Compliance with Laws and Regulations.** Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the Services prior to commencing the Services. Contractor shall perform its obligations pursuant to this Contract in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the Services to be performed pursuant to this Contract.

Independent Contractor. Contractor's status shall be that of an independent contractor and not an agent, servant, employee, or representative of the County in the performance of the Services. Contractor shall exercise independent judgment in performing duties under this Contract, and in cooperation with the relevant County department, is solely responsible for setting working hours, scheduling or prioritizing the work flow, and determining how the work is to be performed. No term or provision of this Contract or act of the Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant, or employee of the County.

7. INDEMNITY. CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PURPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH – LIABILITIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE) TO THE EXTENT CAUSED BY CONTRACTOR'S PERFORMANCE UNDER THIS CONTRACT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES TO THE EXTENT THEY ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN

NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS CONTRACT THAT ARE BASED ON ANY FEDERAL IMMIGATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND KNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING, BUT NOT LIMITED TO, ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL, WHICH APPROVAL SHALL NOT BE UNREASONABLY WITHHELD, TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS CONTRACT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN THIRTY (30) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS CONTRACT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8. Insurance and Bond Requirements. Contractor shall procure, pay for, and maintain insurance coverage during the term of this Contract, with a company authorized to do business in the State of Texas and otherwise acceptable to the County. Contractor agrees to maintain the coverages identified in H-GAC Contract ID 10418.

Contractor's insurance policies that cover performance under this Contract shall name the County as an additional insured. Additional Insured Endorsement Form#1 shall be utilized for General Liability. Contractor shall provide County with unaltered original insurance certificates endorsed

by the underwriter prior to performing the Services.

9. Jurisdiction and Venue. This Contract is made and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court actions brought directly or indirectly by reason of this contract shall be in Waller County, Texas. This contract is made and is to be performed in Waller County, Texas.

10. Assignment. Contractor shall not sell, assign, transfer, or convey this Contract, in whole or in part, without the prior written consent of the County. As an express condition of consent to any assignment, Contractor shall remain liable for completion of the Contract work in the event of default by the successor contractor or assignee.

11. Right of Review and Audit. County may review any and all of the Services performed by Contractor under this Contract. County is granted the right to audit, at County's election, all of Contractor's records and billings relating to the performance of this Contract as may be reasonably necessary for County to confirm its payment obligations under this Contract. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Contract. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Contract shall be subject to County's rights as may be disclosed by an audit under this section.

12. No Waiver. No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Contract does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.

13. Legal Construction. If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

14. Entire Agreement. This Contract, together with all Exhibits incorporated herein, embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Contract. The Contract may not be modified, altered, or amended except by written instrument duly executed by both parties.

15. Titles Not Restrictive. The titles assigned to the various sections and paragraphs of this Contract are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Contract.

16. Tax Exempt. The County is a tax-exempt organization. If Contractor makes purchase under this Contract that will be billed to the County, the County will not reimburse Contractor of taxes from which it is exempt. The County can provide tax exempt paperwork upon request.

17. Other Expenses. Except as otherwise expressly set forth in this Contract and the Contract Documents, each of the parties will bear its own expenses in connection with the performance

contemplated by this Contract and the Contract Documents.

18. No Arbitration. The County does not agree to arbitration.

19. Waiver of Subrogation. Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against Waller County as an indirect party to any suit arising out of personal or property damages resulting from Contractor's, its employees', or subcontractors' performance under this Contract.

20. No Third-Party Beneficiaries. This Contract does not inure to the benefit of any third party, except permitted successor or assigns.

21. Amendments. All amendments and additions to this Contract or its Exhibits and Contract Documents must be approved by Contractor and the Waller County Commissioners' Court.

22. Authority to Sign. Signatories to this Contract represent and warrant that they have the authority to bind the respective parties.

23. Confidentiality. The County is bound by Texas Government Code, Chapter 552, the Public Information Act and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Contract. To the extent permissible, the County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. However, the final decision as to what information must be disclosed pursuant to the Public Information Act lies with the Texas Attorney General. The County shall have the right to rely on the advice, decisions, and opinions of the Texas Attorney General, and shall have no liability or obligation to Contractor for disclosure to the public in reliance on any advice, decision, or opinion of the Texas Attorney General.

24. Notices. Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed communicated as of three (3) days after mailing. Any notice or certification to be provided pursuant to this Contract shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Attn: County Judge
425 FM 1488, Suite 106
Hempstead, Texas 77445

To Contractor:

Clean Earth Environmental Solutions, Inc.
Attn: Legal
933 First Avenue, Suite 200
King of Prussia, PA 19406

With a copy to: cecontracts@cleanearthinc.com

Signature page to follow.

By signing in the space indicated below, both parties agree to all the terms and conditions of this Agreement, including those prices, terms and conditions in the attached Exhibits.

COUNTY

Carbett "Trey" J. Duhon III
County Judge

Date: 03/26/2025

CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC.

Kelby Neal
Regional Account Manager

Date: 3/26/2025

Exhibit A: H-GAC Contract ID 10418

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H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Goods and Services Agreement - Contract - Clean Earth Environmental Solutions, Inc. - Community and Environmental - ID: 10418

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Clean Earth Environmental Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 933 First Avenue, Suite 200, King of Prussia, PA 19406.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS
The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR
The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT
The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF WORK
The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

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ARTICLE 6: PERFORMANCE PERIOD
This Agreement shall be performed during the period which begins Jul 01 2023 and ends Jun 30 2025. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING
Any payment or funding claimed by Contractor shall be paid by H-GAC only under the specific terms set forth in the Special Provisions and Scope of Work. Contractor agrees that payments are predicated upon properly documented and verified proof of performance delivered, and costs incurred by the Contractor, in accordance with the terms outlined by the Special Provisions of this Agreement.

ARTICLE 8: REPORTING REQUIREMENTS
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, after giving Contractor thirty (30) days to cure. H-GAC may withhold payments otherwise due and owing the Contractor hereunder. Contractor's failure in reporting or performance may be considered cause for termination of this Agreement. If H-GAC withholds such payments, it shall notify the Contractor of its decision. Payments withheld pursuant to this Article may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: NON-FUNDING CLAUSE
Any obligation of H-GAC created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. H-GAC shall not be otherwise obligated or liable for any future payments due, or for any damages as a result of interruption of payment or termination.

ARTICLE 10: INSURANCE
Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 11: SUBCONTRACTS
Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 12: AUDIT
Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement. such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. Contractor who spend seven-hundred fifty thousand dollars (750,000) or more of federal assistance under this contract or cumulatively under all federal contracts in a fiscal year are required to have an audit conducted annually in compliance with 2 CFR 200. Contractor agrees to submit all written reports of monitoring or audits to H-GAC within 30 days of issuance. Any reports that contain findings from an auditor must also include a corrective action plan from the Contractor in accordance with 2 CFR 200.511.

The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for anything disallowed as a result of audit, in which case future payments are predicated upon repayment as set forth in the Special Provisions.

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ARTICLE 13: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees to include in all its subcontracts, permitted pursuant to Article 11 hereof. The Contractor agrees that H-GAC and its duly authorized representatives shall until the expiration of seven (7) years after final payment under the subcontract or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices, and records of such subcontractor involving transactions relating to the subcontract.

ARTICLE 14: RETENTION OF RECORDS

The Contractor shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final contract closeout. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 15: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state Law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that H-GAC may amend performance under this Agreement, during the contract period, by issuing policy directives to establish or clarify performance requirements under this Agreement. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of this Agreement and shall be binding upon the Contractor as if written herein, provided however that such policy directives shall not alter the terms of this Agreement so as to relieve H-GAC of any obligation specified in this Agreement to reimburse Contractor for costs properly incurred prior to the effective date of such policy directives.

C. Except as specifically provided by subsections A and B of this Article, any other alterations, additions, or deletions to the terms of this Agreement shall be by modification hereto in writing and executed by both parties to this Agreement.

ARTICLE 16: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

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The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*
H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:
(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 17: SEVERABILITY
H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 18: FORCE MAJEURE
To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, epidemic, pandemic, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 19: COPYRIGHTS
H-GAC, and any related state or federal awarding agency, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or H-GAC purposes:
A. The copyright of all maps, data, reports, research, or other work developed under this Agreement;
B. Any copyrights or rights of use to copyrighted material which the Contractor purchases with funding under this Agreement. All such data and material shall be furnished to H-GAC upon request.

ARTICLE 20: OWNERSHIP OF MATERIALS
Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Contractor solely as a part of its work under this Agreement, shall become the property of the H-GAC upon completion of this Agreement, or in the event of termination or cancellation hereof. All such data and material shall be furnished to H-GAC at no charge and upon request. Contractor further agrees not to release information about results or deliverables connected to this Agreement to anyone outside of H-GAC, without first obtaining written release authorization from H-GAC.

ARTICLE 21: POLITICAL ACTIVITY - LOBBYING
Nothing related, connected to, or provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. The Contractor, if a recipient of Federal assistance exceeding 100,000 dollars through an H-GAC subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

ARTICLE 22: SECTARIAN INVOLVEMENT PROHIBITED
The Contractor shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

ARTICLE 23: CONFLICT OF INTEREST
No officer, member or employee of the Contractor or Contractor's subcontractor, no member of the governing body of

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the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 24: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1251), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 25: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

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ARTICLE 26: DOMESTIC PREFERENCE
In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 27: CRIMINAL PROVISIONS AND SANCTIONS
The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 28: INDEMNIFICATION AND RECOVERY
To the extent permitted by law, H-GAC shall indemnify and hold Contractor harmless against any and all claims, demands, damages, liabilities, and costs incurred by Contractor which directly or indirectly result from, or arise in connection with, any negligent act or omission of H-GAC, its agents, or employees, pertaining to its activities and obligations under this Agreement.

Contractor shall indemnify and hold H-GAC, it's officers, agents, and employees harmless against any and all claims, demands, damages, liabilities, and costs (including reasonable attorney fees) which directly or indirectly result from, or arise in connection with, any negligent act or omission of Contractor, its agents, or employees pertaining to its activities and obligations under this Agreement.

In no event will either Party be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings; or other incidental special or consequential damages to the full extent such use may be disclaimed by law during the period of this contract and its related procurements. If either Party performs an act knowing or having reason to know that it is contrary to any law or regulation, the responsible Party shall bear all claims, costs, losses, and damages caused by, arising out of, or resulting from that act.

ARTICLE 29: TITLES NOT RESTRICTIVE
The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 30: JOINT WORK PRODUCT
This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 31: DISPUTES
All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the

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Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 32: CHOICE OF LAW - VENUE
This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

ARTICLE 33: ORDER OF PRIORITY
In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 34: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)
In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406, Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM prior to submitting an application or plan; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award, and (2) May use that determination as a basis for making a Federal award to another applicant.

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 36: PUBLIC INFORMATION ACT
H-GAC and the Contractor understand and agree that H-GAC is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act (the "Act"). H-GAC must rely on advice, decisions, and opinions of the

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Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and submissions are subject to inclusion into the public record after award. To the extent permitted by law, the Contractor may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED "CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET". H-GAC will make reasonable efforts to provide the Contractor notice in accordance with the Act in the event H-GAC receives a request for information under the Act for information that the Contractor has marked as indicated above.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Contractor		**H-GAC**	
Signature	John Avdellas	Signature	
Name	John Avdellas	Name	Chuck Wemple
Title	Vice President Manufacturing & Industrial Sales	Title	Executive Director
Date	8/22/2023	Date	8/22/2023

Loretta Baker

Manager, Contracts Admin.

8/22/2023

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H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: SCHEDULED TIME FRAME

1. The term of the initial contract will be for a period of two (2) years from 07/01/23, to 06/30/25. H-GAC reserves the right to extend and/or expand the scope of this contract, subject to H-GAC Board of Directors approval and/or additional funding availability.
2. H-GAC reserves the right, and the Contractor agrees; that the contract may be extended for up to three (3) additional twelve (12) month periods. Should H-GAC wish to exercise this right, it must so notify the Contractor.

ARTICLE 2: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 3: NO GUARANTEE OF USAGE/PARTICIPATION

H-GAC makes no guarantee of volume or minimum usage under any contract resulting from this Solicitation. Services will be requested and contracted on an as needed basis and the type and value of each assignment will vary. No minimum level of local government ("End User") participation is guaranteed by H-GAC.

ARTICLE 4: PRICE ADJUSTMENTS

Prices provided in response to this RFP must be firm for the entire term of the Contract. However, changes will be considered if accompanied by proper and sufficient documentation satisfactory to H-GAC.

1. Limits of Price Adjustments – Price change requests MUST be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that Contractor's actual costs have increased. The U.S. Department of Labor Producer Price Index (PPI), series ID PCU562111562111 for solid waste collection may also provide partial justification for price increases, based upon the percentage difference between the PPI issued for January 2020 and the PPI issued for January each year. Price increases greater than 5% a year are permitted only if substantive market fluctuations occur during the term of the contract. Retroactive contract price adjustments will not be allowed. In the event that these indices are discontinued, or the titles or codes are revised, new indices must be promptly identified and incorporated into the agreement. Pricing structure must remain in effect for the term of any existing contract.
2. Approval of Price Changes - No price change will be allowed unless it has been reviewed and approved by H-GAC in writing. Contractor must receive H-GAC's written approval

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of any change prior to charging the new price or using it in any quotation prepared for an End User.

3. Right to Accept or Reject– All pricing must remain in effect for the initial term of the contract. If the contract term is extended, H-GAC and Contractor will review unit prices and adjust based upon documented increases in costs. H-GAC reserves the right to accept or reject any price change request within thirty (30) days after receipt of the request.

ARTICLE 4.A: ADDITIONAL PRICING INFORMATION

Contractor has provided two types of pricing, dependent upon program type:

1. For 1-day and mobile collection events, provide all-inclusive per-container pricing which includes the elements listed under Scenario 1, as well as a pricing quotation for an example 1-day collection event. If any of the elements listed under Scenario 1 are to be charged separately from the per-container price, give detailed pricing on separately charged items.
2. For permanent facilities, provide line-item pricing for each of the elements listed under Scenario 2, as well as a pricing quotation for a sample permanent facility waste pick-up.
3. Mobilization pricing scenarios should be proposed separately from the per-container pricing.
4. Consider pricing that is committed to cost-saving strategies (e.g., materials bulking, identification of materials for reuse, etc.)

If applicable, fees established under this Contract must include a) Administrative items such as phone services, mailing services, courier services, printing and materials required in the preparation of presentations, and other expenses deemed typical in the conduct of business. The cost of all copies of reports and submittals that are required must be included in the Contractor's hourly fee/rate for services and must not be deemed additional services. b) Cell phones, personal computers, printers, cameras, video equipment, software, general office supplies, home office and administrative support and all overhead and incidental costs.

ARTICLE 5: END USER RESPONSIBILITIES

End User responsibilities will vary depending on End User needs and resources. The End User, at a minimum, will be responsible for the following:

1. Collection of all required licenses and documentation from Contractor.
2. Coordination of collection activities with Contractor.
3. Suitable site location for collection activities.
4. Promotion of collection activities.
5. Educational materials.
6. Submittal of post-collection data reports to TCEQ.
7. Recruitment and coordination of volunteers.
8. Coordination with local police, fire, EMS, and other appropriate agencies.
9. Provision of emergency contact information.

ARTICLE 6: GOVERNING LAW & VENUE

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Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 7: INVOICING

Contractor will submit requests for payment directly to participating End Users. End Users will forward payments to Contractor within thirty (30) calendar days subject to having received accurate invoices accompanied by detailed supplements and other backup documents.

ARTICLE 8: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages. H-GAC is not liable for liquidated damage claims from the End User resulting from this Agreement.

ARTICLE 9: INSURANCE

Contractor must provide professional liability, general liability, and property insurance in amounts in accordance with applicable State Statute or Federal Regulation sufficient to cover applicable contractual liability, protect program equipment, and facilities. Contractor must ensure that any owned, leased, or non-owned automobiles used in performance of any contractual agreement by Contractor's employees or agents are covered by sufficient automobile liability insurance. Contractor further represents to H-GAC that it either has Workers' Compensation insurance in the amount required by statute or is self-insured for Workers' Compensation coverage under statute. All insurance certificates, policies, and binders must be maintained by Contractor at its program site for review by H-GAC at any time, and a copy must be provided to H-GAC upon contract award.

The Contractor shall obtain and maintain in effect during the term of this agreement, insurance coverage as set forth below and shall furnish certificates of insurance showing H-GAC as an Additional Insured, in duplicate form, prior to the beginning of the Agreement. Each policy, except those for Worker's Compensation and Employer's Liability, must name H-GAC as Additional Insured parties on the original policy and all renewals or replacements. Each policy, except for Worker's Compensation and Employer's Liability, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under the Agreement. Contractor's failure to maintain the required insurance coverage at any time during the Contract period may be grounds for H-GAC to suspend the Contract and for End Users to withhold payment until insurance coverage is satisfactory. The issuer of any policy shall have a certificate of authority to transact insurance business in the State of Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition of the Best's Key Rating Guide, Property-Casualty United States.

Standard insurance policies and minimum amounts required are as follows:

1. Commercial General Liability insurance for bodily and personal injury (including death) and property damage.
    a. Each occurrence not less than $1,000,000.
    b. General aggregate not less than $2,000,000.

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c. The coverage shall include but not be limited to personal injury liability, premises/operations, and products/completed operations.

2. Worker's Compensation and Employer's Liability Insurance.
   a. Employer's Liability insurance of $1,000,000 per occurrence.
   b. Worker's Compensation as required by statute.
3. Automobile Liability (for vehicles Contractor uses in performing under the Agreement, including Employer's Owned, Non-Ownership and Hired Auto Coverage) with broad pollution liability endorsement and MCS-90 endorsement.
   a. Combined Single Limit of $1,000,000 per occurrence.
4. Excess Liability a. $3,000,000 per occurrence and $3,000,000 aggregate.
5. Other Insurance a. If requested by H-GAC, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under the Agreement.

The Contractor is responsible for making sure that the processor of material, whether that be the Contractor, or an approved subcontractor carries the following insurance:

1. Environmental Impairment Liability and/or Pollution Liability a. $3,000,000 per occurrence or claim and $3,000,000 aggregate.

Defense costs are excluded from the face amount of the policy. Aggregate limits are per 12-month policy period unless otherwise indicated. All of the insurance required to be carried by the Contractor hereunder shall be by policies which shall require on their face, or by endorsement, that the insurance carrier waive any rights of subrogation to recover against H-GAC, and that it shall give thirty (30) days written notice to H-GAC before they may be cancelled or materially changed. Within such thirty (30) day period, Contractor covenants that it will provide other suitable policies in lieu of those about to be cancelled or materially modified, or nonrenewed so as to maintain in effect the coverage required under the provisions hereof. Failure or refusal of the Contractor to obtain and keep in force the above-required insurance coverage shall authorize H-GAC, at its option, to terminate the Agreement at once. Contractor shall give written notice to H-GAC within five (5) days of the date on which total claims by any party against Contractor reduce the aggregated amount of coverage below the amounts required by the Agreement.

Contractor shall pay all insurance premiums, and H-GAC shall not be obligated to pay any premiums. Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against H-GAC.

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the subcontractor to cover their operations, and evidence such as insurance, satisfactory to H-GAC shall be furnished by the Contractor. In the event a subcontractor is unable to furnish insurance in the limits required under the Agreement, the Contractor shall endorse the subcontractor as an Additional Insured on his policies excluding Worker's Compensation and Employer's Liability.

Only unaltered original insurance certificates endorsed by the underwriter are acceptable. Photocopies are unacceptable.

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ARTICLE 10: REQUIREMENTS

Any subcontractor utilized for any task, including, but not limited to transport, treatment, storage, or disposal, must be EPA and/or TCEQ-licensed and/or registered to perform such tasks if EPA and/or TCEQ license or registration is required.

- Understanding the compliance regulations per TCEQ, of transporting potentially hazardous and non-hazardous material. Contractor will be compliant with Rule 335.24 of the Texas Administrative Code.
- All vehicles transporting hazardous materials (subcontractors included) must be properly registered, and hazardous material drivers must have all required State and Federal licenses.
- All packaging and transportation of hazardous and non-hazardous material must be in accordance with Department of Transportation (DOT) regulations.
- Contractor must obtain all required Federal, State, and local permits for the responsibilities of the Contractor. Contractor must obtain all necessary permits and qualify to transport electronics according to DOT exemptions. Contractor must qualify to transport material streams packaged in non-DOT specification packaging under DOT exemptions.
- Storage treatment/disposal facilities must be EPA and/or TCEQ licensed, registered, and permitted as required.

ARTICLE 11: GENERATOR STATUS AND INDEMNIFICATION

To protect H-GAC and End Users from liabilities associated with on-site activities, transportation and inherent Comprehensive Environmental Response, Compensation & Liability Act (CERCLA) liabilities involving disposal, the Proposer should supply its own labor, transportation, and dispose of the waste at only EPA-permitted disposal facilities. THE CONTRACTOR MUST AGREE TO ASSUME GENERATOR STATUS AND BE RESPONSIBLE FOR PREPARING AND SIGNING ALL MANIFESTS RELATED TO THE END USER'S HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT(S) AND/OR PERMANENT FACILITY.

ARTICLE 12: CONTRACTOR WARRANTIES

A. Contractor will warrant that it has sufficient and requisite experience, personnel, education, licenses and permits, equipment, and knowledge to safely and lawfully collect, transport, and dispose of all HHW that may be brought for disposal by residents to End User programs.
B. Contractor must warrant that it understands the currently known hazards which are present to persons, property, and the environment in the transportation, storage, and treatment/disposal of the wastes received at all events.
C. Contractor must warrant that the Contractor-owned or approved storage and treatment/disposal facilities are licensed and permitted. If the storage or treatment/disposal facility loses its permitted status hereafter, during the term of the Agreement, the Contractor will promptly notify H-GAC of such loss.
D. The Contractor will ensure that all vehicles transporting hazardous wastes (subcontractors included) are properly registered, and that hazardous waste drivers have all required State and Federal licenses.
E. Contractor must obtain all required Federal, State, and local permits for the responsibilities of the Contractor. Contractor must obtain all necessary permits and

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qualify to transport waste per DOT exemptions. Contractor must qualify to transport waste streams packaged in non-DOT specification packaging under DOT exemptions.

ARTICLE 13: LIMITATION OF LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, shall not exceed the total of the amounts paid to Contractor pursuant to this Agreement in the twelve (12) month period preceding the event giving rise to the claim. In no event will either H-GAC or Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

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5. SCOPE OF WORK

5.1. Overview

The successful Proposer will be responsible for the collection, transportation, and disposal of household hazardous waste (HHW) for local governments in the 13-county H-GAC region. Services will be provided according to the requirements of these specifications, the contract with H-GAC, and the purchase order issued from the End User(s) or service contract with End User(s), as well as all applicable federal, state, and local laws. The successful Proposer will not collect waste directly from H-GAC.

H-GAC recognizes concerns for the depletion of natural resources and the ecological effect of wastes in the environment, and encourages the use of recycled, recyclable, and reusable products and materials. H-GAC also adheres to the Environmental Protection Agency's waste hierarchy of preferred methods for waste reduction. Source reduction and reuse is the most preferred method, followed by recycling, energy recovery, and lastly treatment and landfilling. Proposers are encouraged to demonstrate their support of the recycling and waste management hierarchy goals of H-GAC, and to arrange for the ultimate disposition of the wastes accordingly.

Two service scenarios are detailed below for cost proposals. The first involves provision of HHW collection, transportation, and disposal services for 1-day and mobile collection events (collectively called "1-day events"). The second involves the provision of HHW collection, transportation, and disposal services for permanent HHW facilities. All scenarios must be addressed in response to this RFP. Proposers are also asked to submit a cost scenario for 8-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) refresher training courses.

5.2. Requirements

The chosen Proposer will serve as the Primary Contractor (Contractor). The Contractor will be responsible for subcontracting selected services related to the recycling, reuse, collection, transportation, or disposal of the collected HHW. There will be no subcontracting allowed in this project without prior approval from H-GAC and/or End User(s).

Proposers must include a list of all subcontractors with their proposal. Proposals must also include a statement of the subcontractors' qualifications. H-GAC reserves the right to reject the successful proposer's selection of subcontractors for good cause. If a subcontractor is rejected, the proposer may replace that subcontractor with another subcontractor subject to the approval of H-GAC. Any such replacement must be at no additional expense to H-GAC, nor will it result in an extension of time without H-GAC's approval.

A. After contract execution, the Proposer is the prime and responsible party for contracting and communicating the work to be performed to subcontractors and for channeling other information between H-GAC and/or End Users and subcontractors, if necessary.

B. Contractor assumes total responsibility for the quality and quantity of all work performed, whether it is undertaken by the Contractor or is subcontracted to another organization.

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C. If subcontractor involvement is required in the use of license, patent, or proprietary process, the Contractor is responsible for obtaining written authorization from the subcontractor to use the process or providing another process comparable to that which is required and which is acceptable to H-GAC, all at no additional cost or liability to H-GAC and/or End User.

D. Contractor must make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.

5.3. Regulation, License, or Permit Requirements

Contractor must obtain and pay for all licenses, permits, and certificates required by any H-GAC and/or statute, ordinance, rule, or regulation.

5.4. Disposal Site Use/Inspection

All disposal sites and treatment methods used by the Contractor must be approved by H-GAC and/or End User. Any changes in disposal site or treatment method without obtaining prior approval of H-GAC and/or End User will constitute a material breach of this contract. In all instances, the Contractor must adhere to EPA treatment standards for treatment and disposal of wastes.

H-GAC and/or End User reserve the right to conduct audits and/or inspections of any transportation, storage, or disposal facilities used by the Contractor.

5.5. End User Responsibilities

Responsibilities will vary with each End User depending on End User needs and resources. The End User, at a minimum, will be responsible for the following:

- Coordination of collection activities with Contractor
- Suitable site location for collection activities
- Promotion of collection activities
- Educational materials
- Submittal of post-collection data reports to TCEQ
- Recruitment and coordination of volunteers
- Coordination with local police, fire, EMS and other appropriate agencies
- Provision of emergency contact information

5.6. Generator Status and Indemnification

To protect H-GAC and End Users from liabilities associated with on-site activities, transportation and inherent Comprehensive Environmental Response, Compensation & Liability Act (CERCLA) liabilities involving disposal, the Proposer should supply its own labor, transportation, and dispose of the waste at only EPA-permitted disposal facilities. THE CONTRACTOR MUST AGREE TO ASSUME GENERATOR STATUS

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AND BE RESPONSIBLE FOR PREPARING AND SIGNING ALL MANIFESTS RELATED TO THE END USER'S HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT(S) AND/OR PERMANENT FACILITY.

5.7. Contractor Warranties

A. Contractor will warrant that it has sufficient and requisite experience, personnel, education, licenses and permits, equipment, and knowledge to safely and lawfully collect, transport, and dispose of all HHW that may be brought for disposal by residents to End User programs.

B. Contractor must warrant that it understands the currently known hazards which are present to persons, property, and the environment in the transportation, storage, and treatment/disposal of the wastes received at all events.

C. Contractor must warrant that the Contractor-owned or approved storage and treatment/disposal facilities are licensed and permitted. If the storage or treatment/disposal facility loses its permitted status hereafter, during the term of the Agreement, the Contractor will promptly notify H-GAC of such loss.

D. The Contractor will ensure that all vehicles transporting hazardous wastes (subcontractors included) are properly registered, and that hazardous waste drivers have all required State and Federal licenses.

E. Contractor must obtain all required Federal, State, and local permits for the responsibilities of the Contractor. Contractor must obtain all necessary permits and qualify to transport waste per DOT exemptions. Contractor must qualify to transport waste streams packaged in non-DOT specification packaging under DOT exemptions.

5.8. Considerations on Proposing Cost

Provide two types of pricing, dependent upon program type:

For 1-day and mobile collection events, provide all-inclusive per-container pricing which includes the elements listed under Scenario 1, as well as a pricing quotation for an example 1-day collection event. If any of the elements listed under Scenario 1 are to be charged separately from the per-container price, give detailed pricing on separately charged items.

For permanent facilities, provide line-item pricing for each of the elements listed under Scenario 2, as well as a pricing quotation for a sample permanent facility waste pick-up.

Mobilization pricing scenarios should be proposed separately from the per-container pricing.

Consider pricing that is committed to cost-saving strategies (e.g., materials bulking, identification of materials for reuse, etc.)

If applicable, fees established under this Contract must include a) Administrative items such as phone services, mailing services, courier services, printing and materials required in the preparation of presentations, and other expenses deemed typical in the conduct of business. The cost of all copies of reports and submittals that are required must be included in the Contractor's hourly fee/rate for

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services and must not be deemed additional services. b) Cell phones, personal computers, printers, cameras, video equipment, software, general office supplies, home office and administrative support and all overhead and incidental costs.

5.9. Scenario 1 – 1-Day Collection Events

Note – Items A through E should be included in per-container pricing where possible. This scenario could be applied to a traditional 1-day collection event or to a post-disaster situation.

A. Planning and Assistance – The Contractor will, at the request of the End User, provide staff experienced or trained to the satisfaction of the End User to attend meetings with the End User to review proposed collection site procedures, or otherwise assist End User staff in planning the collection project. Assistance may include coordination of a contingency plan and submission of required notices to Texas Commission on Environmental Quality.

B. On-site Labor - Proposers will provide required personnel. The Proposer and the End User will determine specific personnel needs prior to the collection events. Please Note - End User needs will vary. Proposers should be prepared to provide on-site labor for the following:

   1. Chemists, appropriately trained for oversight of collection, sorting, packaging, and transport of collected materials
   2. Technicians, appropriately trained for collection, sorting, packaging, and transport of collected materials
   3. Personnel capable of traffic control, surveying, and educational material distribution
   4. Laborers for site set-up, tear-down, and other unskilled tasks
   5. Site security

C. Transportation and Disposal – Proposers should provide pricing based on the cost of the disposal of the waste at an EPA-approved treatment, recycling, or disposal site. Proposers should also provide a listing of treatment, recycling, or disposal methods to be used. Proposers should include cost of drum/container transportation for waste materials.

D. Supplies – Supplies may vary with each End User. End Users may provide their own supplies depending on their resources. Proposers should be prepared to provide, the following (please indicate which supplies, if any, would require a charge separate from the per-container pricing):

   1. Drums/liners
   2. Meter boxes
   3. Absorbents
   4. Plastic sheeting
   5. Tents for shelter and/or storage space

6. Forklifts
7. Pallets
8. Pallet jacks
9. Containers for the disposal of non-hazardous waste
10. Containers for collection of non-hazardous materials which can be recycled
11. Appropriate signage
12. Tables and chairs for shelter area(s)
13. Temporary portable restroom facilities
14. Traffic control devices and safety cones
15. First aid supplies

E. Analysis – Proposers should include costs related to the analysis of unknown materials.

F. Mobilization, Demobilization and On-Site Equipment – NOT INCLUDED IN PER-CONTAINER PRICING. The cost should include the following:

1. The movement of the disposal team plus supplies and equipment to package wastes at the collection site
2. Set-up and decommission of the collection site
3. Personal protective equipment
4. Administrative costs
5. Safety equipment
6. Procedures for handling non-acceptable wastes

5.10. Scenario 2 – Permanent Facility

Note – All prices are to be provided on a per-item basis, unless specifically requested otherwise.

A. On-site Labor - Proposers should provide personnel upon request, and according to needs of the End User(s). The Proposer and the End User will determine specific personnel needs prior to the pick-up of waste from a permanent facility.

1. Since End User needs will vary, Proposers should provide hourly pricing for on-site labor, for the following:
   a. Chemists, appropriately trained for oversight of sorting, packaging, and transport of collected materials

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b. Technicians, appropriately trained for sorting, packaging, and transport of collected materials

B. Transportation and Disposal – Proposers should provide pricing based on the cost of the disposal of the waste at an EPA-approved treatment, recycling, or disposal site. Proposers should include cost of drum/container transportation for waste materials in the per-unit disposal cost. Proposers should also provide a listing of treatment, recycling, or disposal methods to be used.

C. Supplies – Supplies may vary with each End User. Permanent facility End Users may provide their own supplies depending on their resources. Proposers must provide pricing for the following:

1. Drums/liners
2. Meter boxes
3. Absorbents
4. Plastic sheeting

D. Analysis – Proposers should provide pricing for analysis of unknown materials.

E. Mobilization, Demobilization, and On-Site Equipment – The cost should include the following:

1. The movement of the packaging, loading personnel, and equipment to periodically package, load, and transport wastes from the permanent collection facility
2. Personal protective equipment
3. Administrative costs
4. Safety equipment
5. End User computerized waste management software (with free training provided to End User)

5.11. Hazardous Waste Operations and Emergency Response (HAZWOPER) Training

Proposer must submit a pricing scenario for appropriate 8-hour HAZWOPER refresher courses to be made available to End Users within the region. The course must be provided annually and meet all OSHA, EPA, and DOT requirements or any other requirements necessary to meet the OSHA 8-hour annual update requirements. Contractor must also provide class attendees with an official certificate of completion as part of the 8-hour refresher course.

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5.12. Contract Deliverables

A. Contractor must provide copies of all manifests to the End User and to H-GAC within thirty (30) days of a 1-day collection event or immediately upon shipment from a permanent collection facility.

B. Contractor must provide Certificates of Disposal/Destruction that indicate the date, location, and method of treatment and disposal within six (6) months of arrival of the waste at the permitted facility to the End User and to H-GAC.

C. Contractor must submit documentation packs to End User and to H-GAC on all events and permanent facility pickups within sixty (60) days of event or pickup which includes the following information:

1. Date and location of collection
2. Pounds of material collected
3. Households participating (for 1-day events)
4. Total cost of collection, transportation, and disposal
5. Handling method by pounds and percentage of waste collected (i.e., recycling, fuels blending, incineration, landfilling, etc.)

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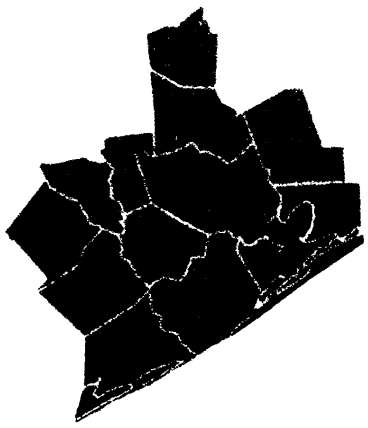
6. STUDY AREA SERVICE REGION

6.1. Map



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7. ADDITIONAL RESOURCES

7.1. Reference Websites

For more information on the Household Hazardous Waste program, please visit https://www.h-gac.com/solid-waste-management/household-hazardous-waste

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8. PRE-AWARD AUDIT

Due to the amount and type of funding programmed for this project, H-GAC requires that a pre-award audit be conducted before the execution of a contract. The information required for this audit, in addition to a draft contract and detailed scope of work, is:

A. Detailed annual budget

B. 12-month project Schedule/Timeline

C. Itemized cost estimate by personnel job title (including hours), benefits, overhead, travel, equipment, supplies, printing and other direct expenses; and

D. Support data for the benefit and indirect rates (overhead) based on audited costs.

E. Federal OMB Form 60

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9. CONTRACT TERM

H-GAC intends to award one or more contracts for the services requested under this Solicitation. The term of this contract will be for a period of two (2) years. H-GAC may, at its option, extend the contract for up to three (3) additional one-year terms. H-GAC reserves the right to extend and/or expand the scope of this contract, subject to H-GAC Board of Directors approval and/or additional funding availability.

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10. PAYMENT FOR WORK

Contractor will submit requests for payment directly to participating End Users. Individual End User contracts will specify payment terms. H-GAC is not responsible for invoices being sent to End-Users, or for any payment made from End Users to Contractors.

Exhibit B: Contractor's Proposal

Waller County 350 to 400 Car Estimate

Material Type	Handling Methods*	Container Type	Container Size	Quantity	Unit Price	Total	Comments
Acids	Treatment	DF	55	2	$ 194.63	$ 389.26	WAT16-A
Aerosols (Spray Foam)	FB	DF	5	1	$ 149.00	$ 149.00	INC02
Aerosols	FB	CF	CYB	1	$ 558.74	$ 558.74	AF08
Alkaline Batteries	LF	DF	5	2	$ 52.26	$ 104.52	LF01
Antifreeze	RC	DF	55	0	$ 103.19	$ -	REC08
Auto Batteries	RC	CW	Batteries	0	$ -	$ -	REC05
Bases	Treatment	DF	55	5	$ 194.63	$ 973.15	WAT16-B
Flammable Liquids (Bulked)	FB	DM	55	1	$ 129.90	$ 129.90	AF01
Flammable Liquids- non-bulked items	FB	DF	55	5	$ 157.70	$ 788.50	AF07
Flammable Solids	FB	CF	CYB	1	$ 873.27	$ 873.27	AF06-1
Fluorescent Bulbs	RC	CF	4 ft	100	$ 0.94	$ 94.00	REC06
Latex Paint	LF	Rolloff	25 yard	1	$ 8,487.89	$ 8,487.89	LF06
Lead Acid Batteries	RC	DF	55	0	$ 125.00	$ -	REC05
Lithium Batteries	RC	DF	5	1	$ 163.23	$ 163.23	REC09
Mercury	RC	DF	5	1	$ 483.42	$ 483.42	REC14
Ni-Cd Batteries	RC	DF	5	1	$ 62.78	$ 62.78	REC11
Oil Based Paint	FB	Rolloff	25 yard	0	$ 14,141.26	$ -	AFB06
Oil Based Paint (Boxed)	FB	CF	CYB	8	$ 1,012.02	$ 8,096.16	AF06
Oil Filters	RC	DF	55	0	$ 150.00	$ -	REC10
Oil for Recycling	RC		Gallons	825	$ 1.83	$ 1,509.75	RECB07
Organic Peroxide	Treatment	DF	5	1	$ 250.00	$ 250.00	STAB06-6
Oxidizing Liquids	Treatment	DF	55	2	$ 1,035.00	$ 2,070.00	INC14-E
Oxidizing Solids	Treatment	DF	55	4	$ 1,035.00	$ 4,140.00	INC14-E
Pesticide Liquids/Flammable Toxics	IN	DF	55	5	$ 335.00	$ 1,675.00	INC14-P
Pesticide Solids	IN	CF	CYB	1	$ 1,039.64	$ 1,039.64	INC25
Propane Cylinders (Small)	RC	DF	Cylinders	35	$ 21.32	$ 746.20	REC61
Propane Cylinders (BBQ)	RC	CW	Cylinders	0	$ 21.32	$ -	REC61
Reactives	IN	DF	5	2	$ 207.18	$ 414.36	INC15-D1
Reactives	IN	DF	15	0	$ 436.95	$ -	INC15-D1
[redacted]						[redacted]	
Mobilization Fee					0-500 Cars	$ 2,511.21	
[redacted]						[redacted]	

On Site Labor		Hours	Rate	Total
Tech	10	8	$ 35.15	$ 2,812.00
Chemist	3	8	$ 50.61	$ 1,214.64
Project Manager	1	8	$ 59.39	$ 475.12
Per Diem	0		$ 175.00	$ -

Equipment and Supplies		Hours	Rate	Total
Forklift	1	2	$ 565.03	$ 1,130.06
Plastic Sheeting		1	$ 144.39	$ 144.39
Oil Dry		4	$ 25.11	$ 100.44
E Manifest Fee		2	$ 25.00	$ 50.00

TOTAL	$ 41,636.63

*Handling/Packaging Methods:	LF - Landfill	IN - Incineration	RC - Recycle	FB - Fuel Blending

Standard Pricing Conditions:

Pricing is based on the information provided and will be confirmed following receipt of a completed waste profile. All pricing is pending profile approval and/or waste sample analysis.

Pricing is based on the volume assumptions provided. Clean Earth reserves the right to adjust pricing if waste quantity differs from what was provided.

A minimum charge of $350 applies to all invoices.

Transportation, labor and equipment is portal to portal, and requires a four hour minimum unless otherwise specified.

Unless otherwise specified, transportation rates include one hour of loading at the customer facility. Demurrage rates will apply after one hour and will be billed in 15 minute increments.

All invoices are subject to applicable Federal, State, and local taxes & fees as well as an Energy & Insurance recovery charge tied to the National E-Manifest Fee of $25 will be applied

In order to offer the safest and most complete services, we may need to apply price adjustments as necessary to cover costs that are beyond our

Waste Specific Conditions

Disposal prices for gas cylinders are for those with original label, operable valve and in acceptable DOT shipping condition.

- Unknown identification fee of $350 may be charged for each unknown gas that is sampled and analyzed
- A confirmation fee of $200 may be charged for each suspected gas that requires confirmation due to lack of original label. If results do not match suspected contents, then unknown ID rate will apply along with additional disposal costs if applicable.
- Inoperable valve fee: No charge for Category A cylinders. For Categories B thru E, a tapping fee of $350 per cylinder will apply regardless of size of cylinder. For categories F & G, inoperable valve fee will be Case-by-Case.

Batteries not in original manufacturer's packaging must have both ends taped to avoid arc. Additional fees may apply if Clean Earth personnel must tape the battery ends.

General Disposal Terms and Conditions

Bulk waste is typically defined as tanker or roll-off loads.

Non-bulk waste means drums, boxes, totes, pails, bags, and cubic yard boxes and other containerized waste.

Electronic profiling is included in the price. Paper profiles will be charged at $50 each.

Unless otherwise specified, prices quoted do not include the following:

- Radioactive Waste
- Biohazard or Infectious Waste
- Explosives of any type
- Liquid or free mercury
- Isocyanates
- Reactive materials (metals, solids, liquids)

Non-Specified Container Conversions

Container Size	Conversion
1-5 gallon	35%
6-15 gallon	50%
16-30 gallon	75%
31-55 gallon	1x
85 gallon	1.5x
Cubic Yard Boxes	4x
250/275 gallon totes	5x
330/350 gallon totes	6x

Conversion Table Notes

- These conversions will apply to all disposal and transportation items priced per container unless quoted separately
- Numbers are expressed as a factor of a 55 gallon drum (e.g., 55 gallon price x 35% = sell price)
- The greater of the conversion factor or location container minimum of $40 will be applied unless quoted a different rate.
- Some waste may have a different, typically lower, minimum which is reflected on the Non-Standard Minimum table below.
- Smaller container sizes can be converted to larger containers using the following steps. 1) Divide the smaller container price by its conversion factor for the 55 gallon price (e.g., 5 gallon price ÷ 35% = 55 gallon price). 2) Use the normal conversions on the 55 gallon drum price to convert to other container sizes.

Per Pound Standard Minimums

	Common Containers[1]	Lab Pack Containers[2]	Light Weight Containers[3]
Container (Gal)	Minimums		
5 or less	50 lbs	25 lbs	30 lbs
6 - 15	125 lbs	50 lbs	75 lbs
16 - 30	175 lbs	110 lbs	100 lbs
31 - 55	250 lbs	250 lbs	150 lbs
56 - 85	400 lbs	300 lbs	275 lbs
Cubic box / pallet	525 lbs	550 lbs	500 lbs
Tote (<300 gal)	1950 lbs	–	–

1. Excludes Lab Pack and Light Weight items
2. Includes: LF00, STAB06-6, series of codes for INC14, INC15 & WAT16
3. Includes: AF17, INC01, INC02, INC16
4. All other container sizes are case by case (CBC)

Non-Standard Minimums

Container Min.	Process Code
$0	REC51-3
$5	REC60, REC61, REC62, REC63, REC64, REC65
$10	REC02-xx series and REC05
$15	LF04, REC06, REC27
$25	REC11, REC11-1, REC12, REC16, REC19, REC24, REC42, REC44, REC50, REC55
$50	REC09, REC09-1

Changes 4/2/2025

ALL OTHER DEPARTMENTS VEHICLE INVENTORY

ID #	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	DEPT ID #	TOTAL VALUE	EFF DATE	AL	APD	EQUIP	TAKE-HOME	Date CC Approved	Job Title	Signed Taxable Vehicle Benefits Form
363	2024	GMC	Sierra 1500 SLT 4x2CrewCab SWB	1GTPHDED5RZ278699	LEASED	$ 53,393	04/09/24	X	X		X	05/01/24	County Judge	X
365	2023	RAM	1500 Pickup	1C6RREGG8PN585525	LEASED	$ 42,344	04/10/23	X	X		X	04/19/23	Director of Policy	X
County Judge							**Total Number of Vehicles:**			2	2			
434	2024	Chev	Silverado Trail Boss Crew Cab	3GCUDCED0RG331351		$ 58,790	07/25/24	X	X	X	X	08/21/24	County Commissioner	X
Precinct 4, Commissioner							**Total Number of Vehicles:**			1	1			
180	2016	Chev	Trax	3GNCJKSB6GL189486	1371	$ 19,340	04/19/16	X	X		X	05/01/24	Investigator	X
185	2017	Chev	Tahoe	1GNSCAKC8HR124920	1377	$ 39,736	10/27/16	X	X	X	X	05/01/24	Investigator	X
186	2017	Chev	Traverse	1GNKRFED4HJ173949	1378	$ 26,615	10/27/16	X	X		X	05/01/24	ADA	X
230	2008	Cadillac	CTS	1G6DR57V280161521			05/17/18	X			X	05/01/24		X
235	2014	Ford	F150	1FTMF1CM1EKE19233	1381	$ 18,698	07/30/18	X	X		X	05/01/24	Comm Service Supervisor	X
271	2020	Chev	Trax	3GNCJKSB1LL238992	1382	$ 26,384	02/18/20	X	X	X	X	05/01/24	ADA	X
411	2023	Ford	Explorer	1FM5K8AB0PGC18032			08/16/24	X	X	X	X	10/02/24	Investigator	X
District Attorney							**Total Number of Vehicles:**			6	6			
34	2008	Ford	Expedition XLT	1FMFU15558LA63593	129	$ 23,965	04/14/08	X		X				
188	2017	Chev	Colorado	1GCGTBEN3H1143827	100	$ 29,268	12/05/16	X	X					
213	2018	Chev	Colorado	1GCGTBEN9J1118002	98	$ 29,972	09/21/17	X	X		X	05/01/24	Designated Rep	X
273	2020	Ford	F150	1FTEW1EPXLKD52057	97	$ 30,108	03/09/20	X	X	X				
346	2022	Texas Bragg	Utility Trailer	17XFL1426N1110361		$ 3,189	09/12/22	X	X					
Environmental							**Total Number of Vehicles:**			5	1			
197	2014	Chev	Silverado	3GCPCREH6EG191967	FM0001	$ 32,218	01/27/17	X	X	X				
249	2019	Ford	F150	1FTEW1E53KKC90403	FM0002	$ 39,907	04/11/19	X	X	X	X	05/01/24	Fire Marshal	X
283	2004	Featherlite	4926 Car Trailer	4FG-A4202-7-4C069398	FMIC-1	$ 5,000	05/07/20	X						
302	2021	Ford	F150	1FTFW1E56MFA33915	FM0004	$ 42,881	03/05/21	X	X	X	X	05/01/24	Fire Investigator	X
320	2021	Cargo Mate	EHW Utility Trailer	5NHUEH216MY085082	FMST-1	$ 3,000	11/03/21	X	X					
344	2022	Ford	F250	1FT7W2B6XNEE81007	FM0005	$ 57,770	08/15/22	X	X	X	X	05/01/24	Fire Investigator	X
368	2022	Salv	Utility Trailer	7GG1E2025NW021770	FMST-2	$ 15,000	06/07/23	X	X					
389	2024	Ford	F-250	1FT7W2BN4REC43666	FM0006	$ 68,805	01/03/24	X	X	X				
392	2024	Chev	Tahoe	1GNSCLED7RR171213	FM0007	$ 86,473	03/25/24	X	X		X	05/01/24	Fire Investigator	X
435	2025	Coastline	18X8 Tandem Axle Airboat Trailer	555C1BM25SS000224		$ 6,680	11/06/24	x	x					
436	2025	Neoteric	Single Axle Fly On/Off Tilt Trailer	1N9BB1817RT204294		$ 15,713	12/02/24	x	x					
Fire Marshal							**Total Number of Vehicles:**			11	4			
326	2021	Chev	Tahoe	1GNSCLED3MR446374		$ 44,362	01/11/22	X	X	X				
343	2022	Chev	Equinox	3GNAXHEVXNS217713		$ 27,040	08/01/22	X	X	X				
Juvenile Probation							**Total Number of Vehicles:**			2	0			
9	2002	Ameritrail	Trailer	17YBP12132B025296	40	$ 100	12/10/03	X						

ALL OTHER DEPARTMENTS VEHICLE INVENTORY

ID #	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	DEPT ID #	TOTAL VALUE	EFF DATE	AL	APD	EQUIP	TAKE-HOME	Date CC Approved	Job Title	Signed Taxable Vehicle Benefits Form
76	2015	Chev	Silverado 2500	1GC2DUEG9FZ525866	1003	$ 27,930	04/09/15	X	X		X	03/19/25	Assistant	X
77	2003	Chev	C1500 PU	1GCEC14V33Z220452	1000	$ 100	12/30/02	X						
82	2009	Chev	2WD Ext Cab	1GCEC29029Z198455	1001	$ 23,101	03/10/09	X	X					
153	2010	C-5	Car Hauler Trailer	4C9BU1622AE102618	727	$ 4,000	09/17/10	X	X					
240	2015	Ford	F150 XLT	1FTEW1CP8FKD54929	1005	$ 24,995	01/14/19	X	X		X		Supervisor	X
262	2019	Ford	F350	1FD8W3GT5KED95247	1006	$ 48,571	04/29/19	X	X		X		Assistant Supervisor	X
284	2020	Ford	F350	1FD8W3GT0LED78373	1007	$ 51,290	08/21/20	X	X					
318	2010	International	MaxxForce Bucket Truck	1HTMMAAL5AH261957	1008	$ 45,000	09/02/21	X	X					
356	2020	BCI	Trailer	4B9B1UD21MS075069		$ 3,500	09/13/22	X	X					
357	2005	Chev	3/4 ton P/U	1GCHC29UX5E326698	1002		10/06/22	X						
409	2024	RAM	3500 Crew Cab Service Body	3C63R3GJ2RG246406	1009	$ 62,586.00	07/23/24	X	X		X	03/19/25	Custodian	X
410	2024	RAM	3500 Crew Cab Service Body	3C63R3GJ4RG246407	1010	$ 62,586.00	07/23/24	X	X		X	03/19/25	Assitant	X
Maintenance							Total Number of Vehicles:			13	5			

173	2015	Chev	Caprice	6G3NS5U22FL121308	1376	$ 29,315	12/17/15	X	X	X	X	02/05/25	Constable	X
90	2010	Chev	Tahoe	1GNMCAE09AR195687		$ 24,215	04/09/10	X	X	X				
170	2015	Ford	F150	1FTEW1EF3FKE61245		$ 30,929	11/10/15	X	X	X	X	05/01/24		X
266	2019	Ford	F150 Police Responder	1FTEW1P42KKD29681		$ 56,606	07/02/19	X	X	X	X	05/01/24	Deputy	X
Precinct 1, Constable							Total Number of Vehicles:			3	2			

3	1990	BMY	Cargo Truck	2500354	211	$ 72,040	12/19/13	X	X					
4	1990	BMY	Cargo Truck	2500739	210	$ 72,040	12/19/13	X	X					
47	2003	Ford	Expedition XLT	1FMRU15W53LB10393	202	$ 100	11/20/02	X			X	05/01/24	Reserve	X
89	2014	Chev	Tahoe	1GNLC2E09ER201754	206	$ 42,350	01/02/14	X	X	X				
105	2010	Dodge	Charger	2B3CA5CTXAH181720	205	$ 30,000	08/29/12	X	X	X	X		Deputy	X
113	2010	Ford	Crown Victoria	2FABP7BV1AX127449	203	$ 30,807	05/12/10	X	X	X	X	05/01/24	Reserve	X
129	2007	Ford	Crown Victoria	2FAFP71W57X143321	207	$ 7,000	05/02/14	X						
171	2011	Dodge	Charger	2B3CL1CT5BH539729	212	$ 24,400	12/03/15	X	X	X	X	05/01/24	Reserve	X
196	2009	Ford	Crown Victoria	2FAHP71V29X121537	208	$ 13,135	01/25/17	X			X	05/01/24	Reserve	X
214	2007	Hummer	Truck	AM00010	213	$ 9,000	11/14/17	X	X					
231	2018	Ford	F150	1FTEW1E55JKE18638	209	$ 34,838	05/30/18	X	X	X	X	05/01/24	Constable	X
237	2011	Ford	Crown Victoria	2FABP7BV0BX168740	204	$ 15,000	09/24/18	X	X	X				
287	2020	Ford	Explorer	1FM5K8AC4LGB95387	214	$ 56,602	09/17/20	X	X	X				
Precinct 2, Constable							Total Number of Vehicles:			13	6			

109	2009	Dodge	Charger	2B3KA43TX9H608475	C-151	$ 25,194	03/31/09	X		X				
163	2011	Chev	Tahoe	1GNLC2E02BR327871	C-156	$ 19,364	10/28/15	X		X				
164	2011	Chev	Tahoe	1GNLC2E01BR327019	C-157	$ 19,506	10/28/15	X		X				
165	2008	Ford	Crown Victoria	2FAHP71V38X170406	C-162	$ 22,088	10/28/15	X		X				
166	2010	Ford	Crown Victoria	2FABP7BV5AX133349	C-158	$ 11,413	10/28/15	X		X				
167	2010	Ford	Crown Victoria	2FABP7BV0AX140063	C-159	$ 11,093	10/28/15	X		X				
168	2010	Ford	Crown Victoria	2FABP7BVXAX135307	C-161	$ 11,673	10/28/15	X		X				
226	2017	Chev	Tahoe	1GNLCDKC4HR243893	C-164	$ 36,968	03/21/18	X	X	X				
276	2020	Chev	Tahoe	1GNLCDEC8LR225062	C-165	$ 46,494	03/09/20	X	X	X	X	05/01/24	Chief	X
432	2024	Chev	Tahoe	1GNSCLED1RR391074		$ 52,550	10/07/24	X	X					

ALL OTHER DEPARTMENTS VEHICLE INVENTORY

ID #	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	DEPT ID #	TOTAL VALUE	EFF DATE	AL	APD	EQUIP	TAKE-HOME	Date CC Approved	Job Title	Signed Taxable Vehicle Benefits Form
433	2024	Chev	Tahoe	1GNSCLED7RR391046		$ 52,150	10/07/24	X	X		X		Constable	X
Precinct 3, Constable							Total Number of Vehicles:			11	2			
86	2014	Chev	Tahoe	1GNLC2E01ER169608	137	$ 43,525	12/19/13	X	X	X				
88	2014	Chev	Tahoe	1GNLC2E08ER224006	C-137	$ 43,388	10/31/14	X	X	X				
265	2019	Ford	Explorer	1FM5K8AR2KGB55201	Leased	$ 47,254	06/18/19	X	X	X	X	05/01/24	Deputy	X
363	2022	Chev	Tahoe	1GNSCLED9NR240803	Lease	$ 61,353	12/16/22	X	X	X	X	05/01/24	Constable	X
413	2024	Chev	Tahoe	1GNSCLEDXRR339393	141	$ 52,800	09/12/24	X	X					
423	2023	Ford	F150	1FTFW1E52PKG01749	140	$ 46,873	09/26/24	X	X					
Precinct 4, Constable							Total Number of Vehicles:			4	2			
391	2024	Toyota	4Runner	JTEMU5JR0R6245645	Leased	$ 39,109	3/7/2024	X	X		X	05/01/24	JP2 Judge	X
Precinct 2, JP							Total Number of Vehicles:			1	1			
71 ALL OTHER DEPARTMENTS VEHICLE INVENTORY COUNT								76	60	37	31			

Changes 04/02/25

SHERIFF'S DEPARTMENT VEHICLE INVENTORY

ID #	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	DEPT ID #	VEHICLE VALUE	EFF DATE	AL	APD	EQUIP	TAKE-HOME	Date CC Approved	Job Title	Signed Taxable Vehicle Benefits Form
251	2019	Ford	Explorer	1FM5K8AT9KGB15435	104	$ 55,204	04/11/19	X	X	X	X	05/01/24	Deputy Patrol	X
252	2019	Ford	Explorer	1FM5K8AT5KGB15433	105	$ 55,204	04/11/19	X	X	X	X	05/01/24	Unassigned	
254	2019	Ford	Explorer	1FM5K8AT8KGB15426	107	$ 55,204	04/11/19	X	X	X	X	05/15/24	Unassigned	
255	2019	Ford	Explorer	1FM5K8AT7KGB15434	108	$ 55,204	04/11/19	X	X	X	X	10/01/24	Jail Lieutenant	X
256	2019	Ford	Explorer	1FM5K8AT3KGB15432	109	$ 55,204	04/11/19	X	X	X	X	05/01/24	Deputy Patrol-SRO	X
257	2019	Ford	Explorer	1FM5K8AT1KGB15431	110	$ 55,204	04/11/19	X	X	X	X	05/01/24	Unassigned	
259	2019	Ford	Explorer	1FM5K8ATXKGB15430	112	$ 55,204	04/11/19	X	X	X	X	05/01/24	Deputy Transport	X
260	2019	Ford	Explorer	1FM5K8ATXKGB15427	113	$ 55,204	04/11/19	X	X	X	X	05/01/24	Deputy-SRO	X
269	2018	Ford	F150	1FTEW1C56JKE39579	115	$ 39,694	01/22/20	X	X	X	X	05/01/24	Lieutenant	X
288	2020	Ford	Explorer	1FM5K8AC2LGB95386	120	$ 39,451	09/23/20	X	X		X	05/01/24	Deputy-Civil	X
289	2020	Ford	Explorer	1FM5K8AC6LGC01139	123	$ 71,003	09/23/20	X	X	X	X	05/01/24	Deputy Patrol-Sergeant	X
290	2020	Ford	Explorer	1FM5K8AC12GC01145	124	$ 64,976	09/23/20	X	X	X	X	05/01/24	Unassigned K-9	
291	2020	Ford	Explorer	1FM5K8AC2LGC01140	125	$ 64,976	09/23/20	X	X	X	X	05/01/24	Deputy Patrol	X
292	2020	Ford	Explorer	1FM5K8AC4LGC01141	126	$ 64,976	09/23/20	X	X	X	X	05/01/24	Deputy Patrol	X
293	2020	Ford	Explorer	1FM5K8AC6LGC01142	127	$ 64,976	09/23/20	X	X	X	X	05/01/24	Unassigned	
295	2020	Ford	Explorer	1FM5K8ACXLGC01144	129	$ 64,976	09/23/20	X	X	X	X	05/01/24	Unassigned	
296	2020	Ford	Explorer	1FM5K8AC8LGC01143	130	$ 64,976	09/23/20	X	X	X	X	05/01/24	Deputy Patrol	X
297	2020	Ford	Explorer	1FM5K8AC3LGC01146	131	$ 64,976	09/23/20	X	X	X	X	05/01/24	Unassigned	
298	2020	Ford	Explorer	1FM5K8AC5LGC01147	132	$ 71,003	09/23/20	X	X	X	X	05/01/24	Deputy Patrol	X
304	2021	Ford	Explorer	1FM5K8AC5MNA06887	133	$ 70,000	05/06/21	X	X	X	X	05/01/24	Deputy Transport	X
305	2021	Ford	Explorer	1FM5K8AC1MNA06885	134	$ 70,000	05/06/21	X	X	X	X	05/01/24	Deputy Patrol	X
306	2021	Ford	Explorer	1FM5K8AC9MNA06889	135	$ 70,000	05/06/21	X	X	X	X	05/01/24	Reerve Deputy	X
307	2021	Ford	Explorer	1FM5K8AC7MNA06891	136	$ 76,440	05/06/21	X	X	X	X	05/01/24	Deputy Patrol	X
308	2021	Ford	Explorer	1FM5K8AC5MNA06890	137	$ 70,000	05/06/21	X	X	X	X	05/01/24	Deputy Patrol	X
309	2021	Ford	Explorer	1FM5K8AC7MNA06888	138	$ 70,000	05/06/21	X	X	X	X	05/01/24	Deputy Patrol	X
310	2021	Ford	Explorer	1FM5K8ACXMNA06884	139	$ 70,000	05/06/21	X	X	X	X	05/01/24	Deputy Jailer	X
311	2021	Ford	Explorer	1FM5K8AC3MNA06886	140	$ 76,440	05/06/21	X	X	X	X	05/01/24	Deputy Patrol	X
312	2021	Chev	Silverado	3GCUYAEF1MG223274	141	$ 38,274	05/06/21	X	X	X	X	05/01/24	Captain	X
313	2021	Chev	Silverado	3GCUYAEF1MG236431	142	$ 38,274	05/06/21	X	X	X	X	05/01/24	Deputy Patrol	X
314	2021	Chev	Tahoe	1GNSCLEDXMR321842	143	$ 54,870	05/06/21	X	X	X	X	05/01/24	Unassigned	
315	2021	Chev	Tahoe	1GNSCLED1MR322409	144	$ 54,870	05/06/21	X	X	X	X	05/01/24	Deputy Patrol	X
316	2021	Chev	Tahoe	1GNSCLED3MR321908	145	$ 54,870	05/06/21	X	X	X	X	05/01/24	Deputy Patrol	X
384	2021	Chev	Tahoe	1GNSCLED9MR445777	146	$ 45,594	02/18/22	X	X	X	X	05/01/24	Jail Captain	X
328	2021	Chev	Tahoe	1GNSCLED4MR418454	147	$ 57,266	02/18/22	X	X	X	X	05/01/24	Deputy Patrol	X
329	2021	Chev	Tahoe	1GNSCLED2MR418503	148	$ 57,266	02/18/22	X	X	X	X	05/01/24	Deputy Patrol	X
330	2021	Chev	Tahoe	1GNSCLED6MR418598	149	$ 57,266	02/18/22	X	X	X	X	05/01/24	Deputy Transport	X
335	2022	Chev	Tahoe	1GNSCLED5NR245327	150	$ 43,458	06/29/22	X	X	X	X	05/01/24	Sgt Transport	X
336	2022	Chev	Tahoe	1GNSCLED1NR245428	151	$ 43,458	06/29/22	X	X	X	X	05/01/24	Evidence Technician	X
337	2022	Chev	Tahoe	1GNSCLED5NR245352	152	$ 43,458	06/29/22	X	X	X	X	05/01/24	Unassigned	
338	2022	Chev	Tahoe	1GNSCLED3NR245608	153	$ 43,458	06/29/22	X	X	X	X	05/01/24	Lieutenant	X
339	2022	Chev	Tahoe	1GNSCLED7NR244350	154	$ 43,458	06/29/22	X	X	X	X	05/01/24	Deputy Patrol	X
333	2022	Chev	Tahoe	1GNSCLED4NR244340	155	$ 40,000	06/08/22	X	X		X	05/01/24	Patrol Lieutenant	X
347	2022	Chev	Tahoe	1GNSCLEDXNR241152	156	$ 62,133	09/14/22	X	X	X	X	05/01/24		
348	2022	Chev	Tahoe	1GNSCLED4NR241096	157	$ 62,133	09/14/22	X	X	X	X	05/01/24	Deputy Patrol	X
349	2022	Chev	Tahoe	1GNSCLEDXNR240972	158	$ 62,133	09/14/22	X	X	X	X	05/01/24	Deputy Patrol	X
350	2022	Chev	Tahoe	1GNSCLED7NR240394	159	$ 62,133	09/14/22	X	X	X	X	05/01/24	Deputy Patrol	X

SHERIFF'S DEPARTMENT VEHICLE INVENTORY

ID #	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	DEPT ID #	VEHICLE VALUE	EFF DATE	AL	APD	EQUIP	TAKE-HOME	Date CC Approved	Job Title	Signed Taxable Vehicle Benefits Form
351	2022	Chev	Tahoe	1GNSCLED6NR240452	160	$ 62,133	09/14/22	X	X	X	X	05/01/24	Deputy Patrol	X
352	2022	Chev	Tahoe	1GNSCLED6NR240967	161	$ 62,133	09/14/22	X	X	X	X	05/01/24	Deputy Patrol	X
353	2022	Chev	Tahoe	1GNSCLED2NR240335	162	$ 62,133	09/14/22	X	X	X	X	05/01/24	Deputy Patrol	X
354	2022	Chev	Tahoe	1GNSCLEDXNR241037	163	$ 62,133	09/14/22	X	X	X	X	05/01/24	Deputy	X
376	2023	Chev	Tahoe	1GNSCLED8PR455334	164	$ 83,017	11/27/23	X	X	X	X	05/01/24	Deputy Patrol	X
377	2023	Chev	Tahoe	1GNSCLED5PR455193	165	$ 83,018	11/28/23	X	X	X	X	05/01/24	Deputy Patrol	X
378	2023	Chev	Tahoe	1GNSCLED7PR455308	166	$ 83,019	11/29/23	X	X	X			Unassigned	
379	2023	Chev	Tahoe	1GNSCLED8PR455348	167	$ 83,020	11/30/23	X	X	X	X		Deputy Patrol	X
380	2023	Chev	Tahoe	1GNSCLED8PR455172	168	$ 83,021	12/01/23	X	X	X	X	10/02/24	Deputy Patrol	X
381	2023	Chev	Tahoe	1GNSCLED9PR455200	169	$ 83,022	12/02/23	X	X	X	X	10/02/24	Deputy Patrol	X
382	2023	Chev	Tahoe	1GNSCLED1PR455224	170	$ 83,023	12/03/23	X	X	X	X	05/15/24	Deputy Patrol-Commercial	X
383	2023	Chev	Tahoe	1GNSCLED0PR455912	171	$ 83,024	12/04/23	X	X	X	X	05/15/24	Deputy Patrol	X
403	2024	Chev	Equinox	3GNAXSEG1RL304138	180	$ 27,185	07/09/24	X	X		X	10/02/24	Detective	X
404	2024	Chev	Equinox	3GNAXSEG2RL304150	181	$ 27,185	07/09/24	X	X		X	10/02/24	Detective	X
405	2024	Chev	Equinox	3GNAXSEG5RL304160	182	$ 27,185	07/09/24	X	X		X	10/02/24	Detective	X
406	2024	Chev	Equinox	3GNAXSEG1RL304169	183	$ 27,185	07/09/24	X	X		X	10/02/24	Detective	X
407	2024	Chev	Equinox	3GNAXSEG7RL304175	184	$ 27,185	07/09/24	X	X		X	10/02/24	Detective	X
408	2024	Chev	Equinox	3GNAXSEG9RL304176	185	$ 27,185	07/09/24	X	X		X	10/02/24	Detective	X
412	2024	Chev	Silverado 2500	1GC4YLE77RF463894	190	$ 50,500	08/29/24	X	X		X		Asst Animal Control	X
359	2023	Chev	Silverado	1GC1YLE7XPF135630	200	$ 69,623	12/16/22	X	X	X	X	05/01/24	Unassigned - Livestock	
360	2023	Chev	Silverado	1GC1YLE78PF134024	201	$ 67,808	12/16/22	X	X	X	X	05/01/24	Deputy - Livestock	X
361	2023	Chev	Silverado	1GC1YLE75PF134546	202	$ 67,808	12/16/22	X	X	X	X	05/15/24	Investigator - CSU	X
362	2023	Chev	Silverado	1GC1YLE71PF135242	203	$ 53,808	12/16/22	X	X	X	X	05/01/24	Animal Control	X
189	2017	Chev	Colorado	1GCGTBEN7H1144205	204	$ 32,300	12/05/16	X	X	X	X	05/01/24	Deputy Patrol	X
398	2024	Chev	Tahoe	1GNSCLED1RR171353	205	$ 86,830	04/25/24	X	X	X	X		Deputy Patrol	X
397	2024	Chev	Tahoe	1GNSCLED4RR171315	206	$ 86,830	04/25/24	X	X	X			Unassigned	
396	2024	Chev	Tahoe	1GNSCLED7RR171437	207	$ 86,830	04/25/24	X	X	X	X		Deputy	X
402	2024	Chev	Tahoe	1GNSCLED0RR171232	208	$ 86,830	04/25/24	X	X	X	X		Deputy Patrol	X
399	2024	Chev	Tahoe	1GNSCLED1RR171370	209	$ 86,830	04/25/24	X	X	X	X	12/18/24	Deputy Patrol	X
395	2024	Chev	Tahoe	1GNSCLED0RR171263	210	$ 86,830	04/25/24	X	X	X			Unassigned	
400	2024	Chev	Tahoe	1GNSCLED3RR171533	211	$ 86,830	04/25/24	X	X	X			Unassigned	
416	2023	Chev	Tahoe	1GNSKLED4PR272502	212	$ 78,000	09/20/24	X	X	X	X		Deputy Patrol	X
417	2023	Chev	Tahoe	1GNSKLED6PR484270	213	$ 78,000	09/20/24	X	X	X			Unassigned	
419	2023	Chev	Tahoe	1GNSKLED8PR484383	214	$ 78,000	09/20/24	X	X	X	X	12/18/24	Lieutenant	X
422	2023	Chev	Tahoe	1GNSKLED4PR485286	215	$ 78,400	09/20/24	X	X	X	X		Deputy Patrol	X
418	2023	Chev	Tahoe	1GNSKLED5PR484650	216	$ 78,000	09/20/24	X	X	X	X	12/18/24	Deputy Patrol	X
415	2023	Chev	Tahoe	1GNSKLED4PR272564	217	$ 78,000	09/20/24	X	X	X	X	12/18/24	Deputy Patrol	X
420	2023	Chev	Tahoe	1GNSKLED7PR485248	218	$ 78,000	09/20/24	X	X	X	X	12/18/24	Unassigned	
421	2023	Chev	Tahoe	1GNSKLED9PR484697	219	$ 78,000	09/20/24	X	X	X			Unassigned	
439	2025	Chev	2500	2GC4KNE76S1137529	220	$ 72,500	01/06/25	X	X		X	01/23/25	Sherriff	X
440	2025	Chev	2500	2GC4KNE72S1138175	221	$ 72,500	01/06/25	X	X		X	01/23/25	Chief Deputy	X
443	2025	Chev	Silverado 1500 4x4	3GCUKCED4SG227165	222	$ 50,046	01/23/25	X	X		X	2/5/2025	Patrol Captain	X
441	2025	Chev	Silverado 1500 4x4	3GCUKCED5SG226963	223	$ 50,046	02/03/25	X	X		X	2/5/2025	Admin Lieutenant	X
442	2025	Chev	Silverado 1500 4x4	3GCUKCED0SG226949	224	$ 50,046	02/04/25	X	X		X	02/05/25	Deputy - Training	X
36	2009	Ford	Expedition	1FMFU155X9EB20165	249	$ 28,267	10/09/09	X		X	X	05/01/24	Dispatch Supervisor	X
437	2017	Toyota	Tundra	5TFDY5F19HX625894	250	$ 29,500	12/03/24	X	X				Unassigned	
38	2010	Ford	Expedition	1FMJK1G53AEA99239	257	$ 30,200	01/13/10	X		X	X	05/01/24	Unassigned	

SHERIFF'S DEPARTMENT VEHICLE INVENTORY

ID #	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	DEPT ID #	VEHICLE VALUE	EFF DATE	AL	APD	EQUIP	TAKE-HOME	Date CC Approved	Job Title	Signed Taxable Vehicle Benefits Form
14	2011	Ford	E350 Pass Van	1FBSS3BL0BDA45404	264	$ 32,169	01/21/11	X	X	X				
184	2008	Ford	CVPI 4DOOR	2FAFP71V58X148107	266	$ 38,978	02/23/11	X		X			Unassigned K-9	
17	2011	Ford	F550	1FDUF5HY2BEB26188	268	$ 164,500	08/15/11	X	X	X				
12	2013	Ford	Taurus	1FAHP2M83DG115107	273	$ 36,273	06/28/12	X	X	X	X	05/01/24	Deputy	X
145	2010	Chev	Impala	2G1WA5EK6A1152510	275	$ 18,532	04/04/13	X			X	05/01/24	Admin Assistant	X
23	2014	Ford	Explorer	1FM5K8AR0EGB44556	278	$ 38,011	01/16/14	X	X	X	X	05/15/24	Deputy Patrol	X
26	2014	Ford	Explorer	1FM5K8AR4EGB44558	280	$ 38,011	01/16/14	X	X	X			Unassigned K-9	
52	2014	Ford	F150 Crew Cab	1FTFW1CF9EKD62130	282	$ 30,970	3/5/2014	X	X	X	X	05/01/24	Unassigned	
51	2014	Ford	F150 Crew Cab	1FTFW1CF0EKD62131	283	$ 30,970	3/5/2014	X	X	X	X	05/01/24	Deputy Patrol	X
30	2015	Ford	Explorer	1FM5K8AR7FGA88844	289	$ 30,563	11/04/14	X	X	X			Unassigned	
39	2015	Ford	Expedition	1FMJK1GT4FEF15269	290	$ 37,652	01/07/15	X	X	X	X	05/01/24	Sergeant	X
28	2015	Ford	Explorer	1FM5K8AR6FGB61430	291	$ 28,830	01/07/15	X	X	X	X	05/01/24	Deputy Patrol	X
29	2015	Ford	Explorer	1FM5K8AR6FGB62142	292	$ 30,563	01/09/15	X	X	X				
43	2015	Ford	Expedition	1FMJU1FT2FEF23981	293	$ 30,028	01/30/15	X	X	X	X	05/01/24	Security Deputy	X
154	2014	Top Hat	Trailer	4R7BU1625ET138296	295	$ 10,611	01/26/15	X	X	X				
160	2004	Toyota	4Runner	JTEZT14R640019280	298	$ 6,379	09/17/15	X					Unassigned	
159	2015	Ford	F150	1FTEW1EF2FKE18273	299	$ 33,867	09/16/15	X	X	X	X	05/01/24	Deputy Patrol	X
177	2016	Ford	Expedition	1FMJU1FT0GEF08882	300	$ 38,020	01/04/16	X	X	X	X	05/01/24	Unassigned	
183	2015	Chev	Impala	2G1WB5E37F1164713	306	$ 20,743	06/23/16	X	X	X	X	05/01/24	Dispatch Supervisor	X
190	2017	Ford	Explorer	1FM5K8AR4HGB15550	308	$ 42,309	12/14/16	X	X	X	X	12/18/24	Unassigned	X
193	2017	Ford	Explorer	1FM5K8AR0HGB16051	310	$ 36,109	12/27/16	X	X	X	X	05/01/24	Deputy	X
195	2017	Ford	F150	1FTEW1EF9HFA99336	312	$ 35,502	01/25/17	X	X	X	X		Deputy	X
198	2017	Ford	F150	1FTEW1EF2HCC47771	313	$ 42,275	02/08/17	X	X	X	X	05/01/24	Asst Animal Control	X
201	2017	Ford	F150	1FTEW1CF7HFA76477	314	$ 37,796	03/13/17	X	X	X	X	05/01/24	Unassigned Animal Control	X
206	2017	Ford	F150	1FTEW1CF5HFA76476	315	$ 38,446	03/21/17	X	X	X			Jailer Shift Supervisor	
199	2017	Ford	Explorer	1FM5K8AR6HGB71300	316	$ 38,439	02/16/17	X	X	X			Unassigned	
224	2018	Ford	Expedition	1FMJU1FT6JEA05607	317	$ 46,751	01/02/18	X	X	X	X	05/01/24	Detective	X
225	2018	Ford	Expedition	1FMJU1FT8JEA05608	318	$ 46,751	01/02/18	X	X	X	X	05/01/24	Deputy	X
217	2018	Ford	Explorer	1FM5K8ARXJGA44085	319	$ 43,258	02/06/18	X	X	X				
218	2018	Ford	Explorer	1FM5K8AR1JGA44086	320	$ 42,858	02/06/18	X	X	X	X	08/21/24	Unassigned	
238	2014	Chev	Silverado	3GCPCRE0EG160718	321	$ 23,900	12/10/18	X	X	X	X	05/01/24	Shop Foreman	X
239	2019	Ford	Police Interceptor Explorer	1FM5K8AR3KGA29431	322	$ 33,085	12/10/18	X	X	X	X	05/01/24	Lieutenant	X
364	2023	Exis	STC24 Double Ramp Trlr	4LABS242XP5078188	TL4	$ 40,674	03/30/23	X	X					
371	2023	Exis	16' stock bumper pull	4LAAS1621P5078762	TL5	$ 17,000	07/14/23	X	X					
414	2017	CM	Livestock Trailer	49TSG1628H1024608		$ 7,500	9/12/2024	X	X					
128	**SO VEHICLE INVENTORY COUNT**							128	123	108	107			

Changes 4/2/2025

ALL OTHER DEPARTMENTS VEHICLE INVENTORY

ID #	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	DEPT ID #	TOTAL VALUE	EFF DATE	AL	APD	EQUIP	TAKE-HOME	Date CC Approved	Driver	Job Title	Signed Taxable Vehicle Benefits Form
363	2024	GMC	Sierra 1500 SLT 4x2CrewCab SWB	1GTPHDED5RZ278699	LEASED	$ 53,393	04/09/24	X	X		X	05/01/24	Trey Duhon	County Judge	X
365	2023	RAM	1500 Pickup	1C6RREGG8PN585525	LEASED	$ 42,344	04/10/23	X	X		X	04/19/23	Robert Pechukas	Director of Policy	X
County Judge							**Total Number of Vehicles:**			**2**	**2**				
434	2024	Chev	Silverado Trail Boss Crew Cab	3GCUDCED0RG331351		$ 58,790	07/25/24	X	X	X	X	08/21/24	Justin Beckendorff	County Commissioner	X
Precinct 4, Commissioner							**Total Number of Vehicles:**			**1**	**1**				
180	2016	Chev	Trax	3GNCJKSB6GL189486	1371	$ 19,340	04/19/16	X	X		X	05/01/24	Rachel Valis	Investigator	X
185	2017	Chev	Tahoe	1GNSCAKC8HR124920	1377	$ 39,736	10/27/16	X	X	X	X	05/01/24	Randy Loewe	Investigator	X
186	2017	Chev	Traverse	1GNKRFED4HJ173949	1378	$ 26,615	10/27/16	X	X		X	05/01/24	Lauren Haevischer	ADA	X
230	2008	Cadillac	CTS	1G6DR57V280161521			05/17/18	X			X	05/01/24			X
235	2014	Ford	F150	1FTMF1CM1EKE19233	1381	$ 18,698	07/30/18	X	X		X	05/01/24	Deadra Richardson	Comm Service Supervisor	X
271	2020	Chev	Trax	3GNCJKSB1LL238992	1382	$ 26,384	02/18/20	X	X	X	X	05/01/24	Mia Magness	ADA	X
411	2023	Ford	Explorer	1FM5K8AB0PGC18032			08/16/24	X	X	X	X	10/02/24	Louis John Kremmer	Investigator	X
District Attorney							**Total Number of Vehicles:**			**6**	**6**				
34	2008	Ford	Expedition XLT	1FMFU15558LA63593	129	$ 23,965	04/14/08	X		X					
188	2017	Chev	Colorado	1GCGTBEN3H1143827	100	$ 29,268	12/05/16	X	X						
213	2018	Chev	Colorado	1GCGTBEN9J1118002	98	$ 29,972	09/21/17	X	X		X	05/01/24	Tonya Mewis	Designated Rep	X
273	2020	Ford	F150	1FTEW1EPXLKD52057	97	$ 30,108	03/09/20	X	X	X					
346	2022	Texas Bragg	Utility Trailer	17XFL1426N1110361		$ 3,189	09/12/22	X	X						
Environmental							**Total Number of Vehicles:**			**5**	**1**				
197	2014	Chev	Silverado	3GCPCREH6EG191967	FM0001	$ 32,218	01/27/17	X	X	X					
249	2019	Ford	F150	1FTEW1E53KKC90403	FM0002	$ 39,907	04/11/19	X	X	X	X	05/01/24	Brian Cantrell	Fire Marshal	X
283	2004	Featherlite	4926 Car Trailer	4FG-A4202-7-4C069398	FMIC-1	$ 5,000	05/07/20	X							
302	2021	Ford	F150	1FTFW1E56MFA33915	FM0004	$ 42,881	03/05/21	X	X	X	X	05/01/24	Christopher Wilson	Fire Investigator	X
320	2021	Cargo Mate	EHW Utility Trailer	5NHUEH216MY085082	FMST-1	$ 3,000	11/03/21	X	X						
344	2022	Ford	F250	1FT7W2B6XNEE81007	FM0005	$ 57,770	08/15/22	X	X	X	X	05/01/24	Dean Hensley	Fire Investigator	X
368	2022	Salv	Utility Trailer	7GG1E2025NW021770	FMST-2	$ 15,000	06/07/23	X	X						
389	2024	Ford	F-250	1FT7W2BN4REC43666	FM0006	$ 68,805	01/03/24	X	X	X					
392	2024	Chev	Tahoe	1GNSCLED7RR171213	FM0007	$ 86,473	03/25/24	X	X		X	05/01/24	Shawna Wilke	Fire Investigator	X
435	2025	Coastline	18X8 Tandem Axle Airboat Trailer	555C1BM25SS000224		$ 6,680	11/06/24	x	x						
436	2025	Neoteric	Single Axle Fly On/Off Tilt Trailer	1N9BB1817RT204294		$ 15,713	12/02/24	x	x						
Fire Marshal							**Total Number of Vehicles:**			**11**	**4**				
326	2021	Chev	Tahoe	1GNSCLED3MR446374		$ 44,362	01/11/22	X	X	X					
343	2022	Chev	Equinox	3GNAXHEVXNS217713		$ 27,040	08/01/22	X	X	X					
Juvenile Probation							**Total Number of Vehicles:**			**2**	**0**				
9	2002	Ameritrail	Trailer	17YBP12132B025296	40	$ 100	12/10/03	X							
76	2015	Chev	Silverado 2500	1GC2DUEG9FZ525866	1003	$ 27,930	04/09/15	X	X		X	03/19/25	Rankin Hunt	Assistant	X
77	2003	Chev	C1500 PU	1GCEC14V33Z220452	1000	$ 100	12/30/02	X							
82	2009	Chev	2WD Ext Cab	1GCEC29029Z198455	1001	$ 23,101	03/10/09	X	X						
153	2010	C-5	Car Hauler Trailer	4C9BU1622AE102618	727	$ 4,000	09/17/10	X	X						
240	2015	Ford	F150 XLT	1FTEW1CP8FKD54929	1005	$ 24,995	01/14/19	X	X		X		Robert Holloman	Supervisor	X

ALL OTHER DEPARTMENTS VEHICLE INVENTORY

ID #	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	DEPT ID #	TOTAL VALUE	EFF DATE	AL	APD	EQUIP	TAKE-HOME	Date CC Approved	Driver	Job Title	Signed Taxable Vehicle Benefits Form
262	2019	Ford	F350	1FD8W3GT5KED95247	1006	$ 48,571	04/29/19	X	X		X		Billy Knight	Assistant Supervisor	X
284	2020	Ford	F350	1FD8W3GT0LED78373	1007	$ 51,290	08/21/20	X	X						
318	2010	International	MaxxForce Bucket Truck	1HTMMAAL5AH261957	1008	$ 45,000	09/02/21	X	X						
356	2020	BCI	Trailer	4B9B1UD21MS075069		$ 3,500	09/13/22	X	X						
357	2005	Chev	3/4 ton P/U	1GCHC29UX5E326698	1002		10/06/22	X							
409	2024	RAM	3500 Crew Cab Service Body	3C63R3GJ2RG246406	1009	$ 62,586.00	07/23/24	X	X		X	03/19/25	Dalton Mitchell	Custodian	X
410	2024	RAM	3500 Crew Cab Service Body	3C63R3GJ4RG246407	1010	$ 62,586.00	07/23/24	X	X		X	03/19/25	Kris Kesler	Assitant	X
Maintenance							**Total Number of Vehicles:**			13	5				

173	2015	Chev	Caprice	6G3NS5U22FL121308	1376	$ 29,315	12/17/15	X	X	X	X	02/05/25	Justin Lane	Constable	X
90	2010	Chev	Tahoe	1GNMCAE09AR195687		$ 24,215	04/09/10	X	X	X					
170	2015	Ford	F150	1FTEW1EF3FKE61245		$ 30,929	11/10/15	X	X	X	X	05/01/24			X
266	2019	Ford	F150 Police Responder	1FTEW1P42KKD29681		$ 56,606	07/02/19	X	X	X	X	05/01/24	Ann Saunders	Deputy	X
Precinct 1, Constable							**Total Number of Vehicles:**			3	2				

3	1990	BMY	Cargo Truck	2500354	211	$ 72,040	12/19/13	X	X						
4	1990	BMY	Cargo Truck	2500739	210	$ 72,040	12/19/13	X	X						
47	2003	Ford	Expedition XLT	1FMRU15W53LB10393	202	$ 100	11/20/02	X			X	05/01/24	Danny Baisey	Reserve	X
89	2014	Chev	Tahoe	1GNLC2E09ER201754	206	$ 42,350	01/02/14	X	X	X					
105	2010	Dodge	Charger	2B3CA5CTXAH181720	205	$ 30,000	08/29/12	X	X	X	X		Tim Burke	Deputy	X
113	2010	Ford	Crown Victoria	2FABP7BV1AX127449	203	$ 30,807	05/12/10	X	X	X	X	05/01/24	David Weatherall	Reserve	X
129	2007	Ford	Crown Victoria	2FAFP71W57X143321	207	$ 7,000	05/02/14	X							
171	2011	Dodge	Charger	2B3CL1CT5BH539729	212	$ 24,400	12/03/15	X	X	X	X	05/01/24	Jack King	Reserve	X
196	2009	Ford	Crown Victoria	2FAHP71V29X121537	208	$ 13,135	01/25/17	X			X	05/01/24	Leroy Deckard	Reserve	X
214	2007	Hummer	Truck	AM00010	213	$ 9,000	11/14/17	X	X						
231	2018	Ford	F150	1FTEW1E55JKE18638	209	$ 34,838	05/30/18	X	X	X	X	05/01/24	Gary Noel	Constable	X
237	2011	Ford	Crown Victoria	2FABP7BV0BX168740	204	$ 15,000	09/24/18	X	X	X					
287	2020	Ford	Explorer	1FM5K8AC4LGB95387	214	$ 56,602	09/17/20	X	X	X					
Precinct 2, Constable							**Total Number of Vehicles:**			13	6				

109	2009	Dodge	Charger	2B3KA43TX9H608475	C-151	$ 25,194	03/31/09	X		X					
163	2011	Chev	Tahoe	1GNLC2E02BR327871	C-156	$ 19,364	10/28/15	X		X					
164	2011	Chev	Tahoe	1GNLC2E01BR327019	C-157	$ 19,506	10/28/15	X		X					
165	2008	Ford	Crown Victoria	2FAHP71V38X170406	C-162	$ 22,088	10/28/15	X		X					
166	2010	Ford	Crown Victoria	2FABP7BV5AX133349	C-158	$ 11,413	10/28/15	X		X					
167	2010	Ford	Crown Victoria	2FABP7BV0AX140063	C-159	$ 11,093	10/28/15	X		X					
168	2010	Ford	Crown Victoria	2FABP7BVXAX135307	C-161	$ 11,673	10/28/15	X		X					
226	2017	Chev	Tahoe	1GNLCDKC4HR243893	C-164	$ 36,968	03/21/18	X	X	X					
276	2020	Chev	Tahoe	1GNLCDEC6LR225062	C-165	$ 46,494	03/09/20	X	X	X	X	05/01/24	Raymond Stewart	Chief	X
432	2024	Chev	Tahoe	1GNSCLED1RR391074		$ 52,550	10/07/24	X	X						
433	2024	Chev	Tahoe	1GNSCLED7RR391046		$ 52,150	10/07/24	X	X		X		Herschel Smith	Constable	X
Precinct 3, Constable							**Total Number of Vehicles:**			11	2				

86	2014	Chev	Tahoe	1GNLC2E01ER169608	137	$ 43,525	12/19/13	X	X	X					
88	2014	Chev	Tahoe	1GNLC2E08ER224006	C-137	$ 43,388	10/31/14	X	X	X					
265	2019	Ford	Explorer	1FM5K8AR2KGB55201	Leased	$ 47,254	06/18/19	X	X	X	X	05/01/24	Bruce Zermeno	Deputy	X
363	2022	Chev	Tahoe	1GNSCLED9NR240803	Lease	$ 61,353	12/16/22	X	X	X	X	05/01/24	Joel Trimm	Constable	X
413	2024	Chev	Tahoe	1GNSCLEDXRR339393	141	$ 52,800	09/12/24	X	X						
423	2023	Ford	F150	1FTFW1E52PKG01749	140	$ 46,873	09/26/24	X	X						
Precinct 4, Constable							**Total Number of Vehicles:**			4	2				

ALL OTHER DEPARTMENTS VEHICLE INVENTORY

ID #	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	DEPT ID #	TOTAL VALUE	EFF DATE	AL	APD	EQUIP	TAKE-HOME	Date CC Approved	Driver	Job Title	Signed Taxable Vehicle Benefits Form
391	2024	Toyota	4Runner	JTEMU5JR0R6245645	Leased	$ 39,109	3/7/2024	X	X		X	05/01/24	JR Woolley	JP2 Judge	X
Precinct 2, JP							**Total Number of Vehicles:**			**1**	**1**				
71	**ALL OTHER DEPARTMENTS VEHICLE INVENTORY COUNT**							76	60	37	**31**				

Changes 04/02/25

SHERIFF'S DEPARTMENT VEHICLE INVENTORY

ID #	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	DEPT ID #	VEHICLE VALUE	EFF DATE	AL	APD	EQUIP	TAKE-HOME	Date CC Approved	Driver	Job Title	Signed Taxable Vehicle Benefits Form
251	2019	Ford	Explorer	1FM5K8AT9KGB15435	104	$ 55,204	04/11/19	X	X	X	X	05/01/24	Wesley Ebbers	Deputy Patrol	X
252	2019	Ford	Explorer	1FM5K8AT5KGB15433	105	$ 55,204	04/11/19	X	X	X	X	05/01/24	Unassigned	Unassigned	
254	2019	Ford	Explorer	1FM5K8AT8KGB15426	107	$ 55,204	04/11/19	X	X	X	X	05/15/24	Unassigned	Unassigned	
255	2019	Ford	Explorer	1FM5K8AT7KGB15434	108	$ 55,204	04/11/19	X	X	X	X	10/01/24	Norma Loera	Jail Lieutenant	X
256	2019	Ford	Explorer	1FM5K8AT3KGB15432	109	$ 55,204	04/11/19	X	X	X	X	05/01/24	Ebony Coutee	Deputy Patrol-SRO	X
257	2019	Ford	Explorer	1FM5K8AT1KGB15431	110	$ 55,204	04/11/19	X	X	X	X	05/01/24	Unassigned	Unassigned	
259	2019	Ford	Explorer	1FM5K8ATXKGB15430	112	$ 55,204	04/11/19	X	X	X	X	05/01/24	Johnny Case	Deputy Transport	X
260	2019	Ford	Explorer	1FM5K8ATXKGB15427	113	$ 55,204	04/11/19	X	X	X	X	05/01/24	Crystal Vannest	Deputy-SRO	X
269	2018	Ford	F150	1FTEW1C56JKE39579	115	$ 39,694	01/22/20	X	X	X	X	05/01/24	Angela Turner	Lieutenant	X
288	2020	Ford	Explorer	1FM5K8AC2LGB95386	120	$ 39,451	09/23/20	X	X		X	05/01/24	Sandy Miles	Deputy-Civil	X
289	2020	Ford	Explorer	1FM5K8AC6LGC01139	123	$ 71,003	09/23/20	X	X	X	X	05/01/24	Darrell Mosley	Deputy Patrol-Sergeant	X
290	2020	Ford	Explorer	1FM5K8AC12GC01145	124	$ 64,976	09/23/20	X	X	X	X	05/01/24	Unassigned	Unassigned K-9	
291	2020	Ford	Explorer	1FM5K8AC2LGC01140	125	$ 64,976	09/23/20	X	X	X	X	05/01/24	Gregory Brandon	Deputy Patrol	X
292	2020	Ford	Explorer	1FM5K8AC4LGC01141	126	$ 64,976	09/23/20	X	X	X	X	05/01/24	Dustin Rawls	Deputy Patrol	X
293	2020	Ford	Explorer	1FM5K8AC6LGC01142	127	$ 64,976	09/23/20	X	X	X	X	05/01/24	Unassigned	Unassigned	
295	2020	Ford	Explorer	1FM5K8ACXLGC01144	129	$ 64,976	09/23/20	X	X	X	X	05/01/24	Unassigned	Unassigned	
296	2020	Ford	Explorer	1FM5K8AC8LGC01143	130	$ 64,976	09/23/20	X	X	X	X	05/01/24	Marco Villareal	Deputy Patrol	X
297	2020	Ford	Explorer	1FM5K8AC3LGC01146	131	$ 64,976	09/23/20	X	X	X	X	05/01/24	Unassigned	Unassigned	
298	2020	Ford	Explorer	1FM5K8AC5LGC01147	132	$ 71,003	09/23/20	X	X	X	X	05/01/24	Jeremy Williams	Deputy Patrol	X
304	2021	Ford	Explorer	1FM5K8AC5MNA06887	133	$ 70,000	05/06/21	X	X	X	X	05/01/24	Michael Neely	Deputy Transport	X
305	2021	Ford	Explorer	1FM5K8AC1MNA06885	134	$ 70,000	05/06/21	X	X	X	X	05/01/24	Rosemarie Price	Deputy Patrol	X
306	2021	Ford	Explorer	1FM5K8AC9MNA06889	135	$ 70,000	05/06/21	X	X	X	X	05/01/24	Wes Mannion	Reerve Deputy	X
307	2021	Ford	Explorer	1FM5K8AC7MNA06891	136	$ 76,440	05/06/21	X	X	X	X	05/01/24	Brad Metcalf	Deputy Patrol	X
308	2021	Ford	Explorer	1FM5K8AC5MNA06890	137	$ 70,000	05/06/21	X	X	X	X	05/01/24	Stephen Stuart	Deputy Patrol	X
309	2021	Ford	Explorer	1FM5K8AC7MNA06888	138	$ 70,000	05/06/21	X	X	X	X	05/01/24	Chandos Zimmer	Deputy Patrol	X
310	2021	Ford	Explorer	1FM5K8ACXMNA06884	139	$ 70,000	05/06/21	X	X	X	X	05/01/24	Zully Moreno	Deputy Jailer	X
311	2021	Ford	Explorer	1FM5K8AC3MNA06886	140	$ 76,440	05/06/21	X	X	X	X	05/01/24	John Phillips	Deputy Patrol	X
312	2021	Chev	Silverado	3GCUYAEF1MG223274	141	$ 38,274	05/06/21	X	X	X	X	05/01/24	Nick Covarubbias	Captain	X
313	2021	Chev	Silverado	3GCUYAEF1MG236431	142	$ 38,274	05/06/21	X	X	X	X	05/01/24	Alyssa Lopez	Deputy Patrol	X
314	2021	Chev	Tahoe	1GNSCLEDXMR321842	143	$ 54,870	05/06/21	X	X	X	X	05/01/24	Unassigned	Unassigned	
315	2021	Chev	Tahoe	1GNSCLED1MR322409	144	$ 54,870	05/06/21	X	X	X	X	05/01/24	Tom Hunnicutt	Deputy Patrol	X
316	2021	Chev	Tahoe	1GNSCLED3MR321908	145	$ 54,870	05/06/21	X	X	X	X	05/01/24	Kevin Hill	Deputy Patrol	X
384	2021	Chev	Tahoe	1GNSCLED9MR445777	146	$ 45,594	02/18/22	X	X	X	X	05/01/24	Dawn Miller	Jail Captain	X
328	2021	Chev	Tahoe	1GNSCLED4MR418454	147	$ 57,266	02/18/22	X	X	X	X	05/01/24	Kenny Pyka	Deputy Patrol	X
329	2021	Chev	Tahoe	1GNSCLED2MR418503	148	$ 57,266	02/18/22	X	X	X	X	05/01/24	Leopold Franco	Deputy Patrol	X
330	2021	Chev	Tahoe	1GNSCLED6MR418598	149	$ 57,266	02/18/22	X	X	X	X	05/01/24	Artemio Gorrostieta	Deputy Transport	X
335	2022	Chev	Tahoe	1GNSCLED5NR245327	150	$ 43,458	06/29/22	X	X	X	X	05/01/24	Shawn Darling	Sgt Transport	X
336	2022	Chev	Tahoe	1GNSCLED1NR245428	151	$ 43,458	06/29/22	X	X	X	X	05/01/24	Glory Hoeflich	Evidence Technician	X
337	2022	Chev	Tahoe	1GNSCLED5NR245352	152	$ 43,458	06/29/22	X	X	X	X	05/01/24	Unassigned	Unassigned	
338	2022	Chev	Tahoe	1GNSCLED3NR245608	153	$ 43,458	06/29/22	X	X	X	X	05/01/24	John Garner	Lieutenant	X
339	2022	Chev	Tahoe	1GNSCLED7NR244350	154	$ 43,458	06/29/22	X	X	X	X	05/01/24	Greg Fowlkes	Deputy Patrol	X
333	2022	Chev	Tahoe	1GNSCLED4NR244340	155	$ 40,000	06/08/22	X	X		X	05/01/24	Cary Gray	Patrol Lieutenant	X
347	2022	Chev	Tahoe	1GNSCLEDXNR241152	156	$ 62,133	09/14/22	X	X	X	X	05/01/24			
348	2022	Chev	Tahoe	1GNSCLED4NR241096	157	$ 62,133	09/14/22	X	X	X	X	05/01/24	Kenny Wendt	Deputy Patrol	X
349	2022	Chev	Tahoe	1GNSCLEDXNR240972	158	$ 62,133	09/14/22	X	X	X	X	05/01/24	Eusevio Del Toro	Deputy Patrol	X
350	2022	Chev	Tahoe	1GNSCLED7NR240394	159	$ 62,133	09/14/22	X	X	X	X	05/01/24	Robert Oelsner	Deputy Patrol	X
351	2022	Chev	Tahoe	1GNSCLED6NR240452	160	$ 62,133	09/14/22	X	X	X	X	05/01/24	Mark Zatzkin	Deputy Patrol	X
352	2022	Chev	Tahoe	1GNSCLED6NR240967	161	$ 62,133	09/14/22	X	X	X	X	05/01/24	Ruben Gonzalez	Deputy Patrol	X
353	2022	Chev	Tahoe	1GNSCLED2NR240335	162	$ 62,133	09/14/22	X	X	X	X	05/01/24	Myles Masters	Deputy Patrol	X

SHERIFF'S DEPARTMENT VEHICLE INVENTORY

ID #	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	DEPT ID #	VEHICLE VALUE	EFF DATE	AL	APD	EQUIP	TAKE-HOME	Date CC Approved	Driver	Job Title	Signed Taxable Vehicle Benefits Form
354	2022	Chev	Tahoe	1GNSCLEDXNR241037	163	$ 62,133	09/14/22	X	X	X	X	05/01/24	Michael Ford	Deputy	X
376	2023	Chev	Tahoe	1GNSCLED8PR455334	164	$ 83,017	11/27/23	X	X	X	X	05/01/24	LaDevin Bledsoe	Deputy Patrol	X
377	2023	Chev	Tahoe	1GNSCLED5PR455193	165	$ 83,018	11/28/23	X	X	X	X	05/01/24	Dale Park	Deputy Patrol	X
378	2023	Chev	Tahoe	1GNSCLED7PR455308	166	$ 83,019	11/29/23	X	X	X			Unassigned	Unassigned	
379	2023	Chev	Tahoe	1GNSCLED8PR455348	167	$ 83,020	11/30/23	X	X	X	X		Michael Lagesse	Deputy Patrol	X
380	2023	Chev	Tahoe	1GNSCLED8PR455172	168	$ 83,021	12/01/23	X	X	X	X	10/02/24	Christian Offord	Deputy Patrol	X
381	2023	Chev	Tahoe	1GNSCLED9PR455200	169	$ 83,022	12/02/23	X	X	X	X	10/02/24	Emily Pacheco	Deputy Patrol	X
382	2023	Chev	Tahoe	1GNSCLED1PR455224	170	$ 83,023	12/03/23	X	X	X	X	05/15/24	Nichollas Conforti	Deputy Patrol-Commercial	X
383	2023	Chev	Tahoe	1GNSCLED0PR455912	171	$ 83,024	12/04/23	X	X	X	X	05/15/24	Ernest Rose	Deputy Patrol	X
403	2024	Chev	Equinox	3GNAXSEG1RL304138	180	$ 27,185	07/09/24	X	X		X	10/02/24	Al Sanchez	Detective	X
404	2024	Chev	Equinox	3GNAXSEG2RL304150	181	$ 27,185	07/09/24	X	X		X	10/02/24	John Borowski	Detective	X
405	2024	Chev	Equinox	3GNAXSEG5RL304160	182	$ 27,185	07/09/24	X	X		X	10/02/24	Troy Bennett	Detective	X
406	2024	Chev	Equinox	3GNAXSEG1RL304169	183	$ 27,185	07/09/24	X	X		X	10/02/24	Tanna Morgan	Detective	X
407	2024	Chev	Equinox	3GNAXSEG7RL304175	184	$ 27,185	07/09/24	X	X		X	10/02/24	Andres Rodriguez	Detective	X
408	2024	Chev	Equinox	3GNAXSEG9RL304176	185	$ 27,185	07/09/24	X	X		X	10/02/24	Michael Berry	Detective	X
412	2024	Chev	Silverado 2500	1GC4YLE77RF463894	190	$ 50,500	08/29/24	X	X		X		Virgil Taylor	Asst Animal Control	X
359	2023	Chev	Silverado	1GC1YLE7XPF135630	200	$ 69,623	12/16/22	X	X	X	X	05/01/24	Unassigned	Unassigned - Livestock	
360	2023	Chev	Silverado	1GC1YLE78PF134024	201	$ 67,808	12/16/22	X	X	X	X	05/01/24	Hunter Embesi	Deputy - Livestock	X
361	2023	Chev	Silverado	1GC1YLE75PF134546	202	$ 67,808	12/16/22	X	X	X	X	05/15/24	Travis Rawls	Investigator - CSU	X
362	2023	Chev	Silverado	1GC1YLE71PF135242	203	$ 53,808	12/16/22	X	X	X	X	05/01/24	James Miller	Animal Control	X
189	2017	Chev	Colorado	1GCGTBEN7H1144205	204	$ 32,300	12/05/16	X	X	X	X	05/01/24	Calistro Rodriguez	Deputy Patrol	X
398	2024	Chev	Tahoe	1GNSCLED1RR171353	205	$ 86,830	04/25/24	X	X	X	X		Raul Diaz	Deputy Patrol	X
397	2024	Chev	Tahoe	1GNSCLED4RR171315	206	$ 86,830	04/25/24	X	X	X			Unassigned	Unassigned	
396	2024	Chev	Tahoe	1GNSCLED7RR171437	207	$ 86,830	04/25/24	X	X	X	X		Corbin Stone	Deputy	X
402	2024	Chev	Tahoe	1GNSCLED0RR171232	208	$ 86,830	04/25/24	X	X	X	X		Emma Kane	Deputy Patrol	X
399	2024	Chev	Tahoe	1GNSCLED1RR171370	209	$ 86,830	04/25/24	X	X	X	X	12/18/24	Travis Nicholson	Deputy Patrol	X
395	2024	Chev	Tahoe	1GNSCLED0RR171263	210	$ 86,830	04/25/24	X	X	X			Unassigned	Unassigned	
400	2024	Chev	Tahoe	1GNSCLED3RR171533	211	$ 86,830	04/25/24	X	X	X			Unassigned	Unassigned	
416	2023	Chev	Tahoe	1GNSKLED4PR272502	212	$ 78,000	09/20/24	X	X	X	X		Chris Morgan	Deputy Patrol	X
417	2023	Chev	Tahoe	1GNSKLED6PR484270	213	$ 78,000	09/20/24	X	X	X			Unassigned	Unassigned	
419	2023	Chev	Tahoe	1GNSKLED8PR484383	214	$ 78,000	09/20/24	X	X	X	X	12/18/24	Phillip Lillibridge	Lieutenant	X
422	2023	Chev	Tahoe	1GNSKLED4PR485286	215	$ 78,400	09/20/24	X	X	X	X		Tiara Nunn	Deputy Patrol	X
418	2023	Chev	Tahoe	1GNSKLED5PR484650	216	$ 78,000	09/20/24	X	X	X	X	12/18/24	Chris Lucherk	Deputy Patrol	X
415	2023	Chev	Tahoe	1GNSKLED4PR272564	217	$ 78,000	09/20/24	X	X	X	X	12/18/24	Shawn Woelk	Deputy Patrol	X
420	2023	Chev	Tahoe	1GNSKLED7PR485248	218	$ 78,000	09/20/24	X	X	X	X	12/18/24	Unassigned	Unassigned	
421	2023	Chev	Tahoe	1GNSKLED9PR484697	219	$ 78,000	09/20/24	X	X	X			Unassigned	Unassigned	
439	2025	Chev	2500	2GC4KNE76S1137529	220	$ 72,500	01/06/25	X	X		X	01/23/25	Troy Guidry	Sherriff	X
440	2025	Chev	2500	2GC4KNE72S1138175	221	$ 72,500	01/06/25	X	X		X	01/23/25	James Flynt	Chief Deputy	X
443	2025	Chev	Silverado 1500 4x4	3GCUKCED4SG227165	222	$ 50,046	01/23/25	X	X		X	2/5/2025	Robert Schields	Patrol Captain	X
441	2025	Chev	Silverado 1500 4x4	3GCUKCED5SG226963	223	$ 50,046	02/03/25	X	X		X	2/5/2025	Ed Braune	Admin Lieutenant	X
442	2025	Chev	Silverado 1500 4x4	3GCUKCED0SG226949	224	$ 50,046	02/04/25	X	X		X	02/05/25	John Paulk	Deputy - Training	X
36	2009	Ford	Expedition	1FMFU155X9EB20165	249	$ 28,267	10/09/09	X		X	X	05/01/24	Dawn Ulbricht	Dispatch Supervisor	X
437	2017	Toyota	Tundra	5TFDY5F19HX625894	250	$ 29,500	12/03/24	X	X				Unassigned	Unassigned	
38	2010	Ford	Expedition	1FMJK1G53AEA99239	257	$ 30,200	01/13/10	X		X	X	05/01/24	Unassigned	Unassigned	
14	2011	Ford	E350 Pass Van	1FBSS3BL0BDA45404	264	$ 32,169	01/21/11	X	X	X					
184	2008	Ford	CVPI 4DOOR	2FAFP71V58X148107	266	$ 38,978	02/23/11	X		X			Unassigned	Unassigned K-9	
17	2011	Ford	F550	1FDUF5HY2BEB26188	268	$ 164,500	08/15/11	X	X	X					
12	2013	Ford	Taurus	1FAHP2M83DG115107	273	$ 36,273	06/28/12	X	X	X	X	05/01/24	Lenda Watts	Deputy	X
145	2010	Chev	Impala	2G1WA5EK6A1152510	275	$ 18,532	04/04/13	X			X	05/01/24	Shelby Braziel	Admin Assistant	X
23	2014	Ford	Explorer	1FM5K8AR0EGB44556	278	$ 38,011	01/16/14	X	X	X	X	05/15/24	Fidel Aleman	Deputy Patrol	X

SHERIFF'S DEPARTMENT VEHICLE INVENTORY

ID #	YEAR	MAKE	DESCRIPTION	VEHICLE ID #	DEPT ID #	VEHICLE VALUE	EFF DATE	AL	APD	EQUIP	TAKE-HOME	Date CC Approved	Driver	Job Title	Signed Taxable Vehicle Benefits Form
26	2014	Ford	Explorer	1FM5K8AR4EGB44558	280	$ 38,011	01/16/14	X	X	X			Unassigned	Unassigned K-9	
52	2014	Ford	F150 Crew Cab	1FTFW1CF9EKD62130	282	$ 30,970	3/5/2014	X	X	X	X	05/01/24	Unassigned	Unassigned	
51	2014	Ford	F150 Crew Cab	1FTFW1CF0EKD62131	283	$ 30,970	3/5/2014	X	X	X	X	05/01/24	Scott Holmes	Deputy Patrol	X
30	2015	Ford	Explorer	1FM5K8AR7FGA88844	289	$ 30,563	11/04/14	X	X	X			Unassigned	Unassigned	
39	2015	Ford	Expedition	1FMJK1GT4FEF15269	290	$ 37,652	01/07/15	X	X	X	X	05/01/24	Scott Turner	Sergeant	X
28	2015	Ford	Explorer	1FM5K8AR6FGB61430	291	$ 28,830	01/07/15	X	X	X	X	05/01/24	Tanya Stanford	Deputy Patrol	X
29	2015	Ford	Explorer	1FM5K8AR6FGB62142	292	$ 30,563	01/09/15	X	X	X					
43	2015	Ford	Expedition	1FMJU1FT2FEF23981	293	$ 30,028	01/30/15	X	X	X	X	05/01/24	Authur Hitchins	Security Deputy	X
154	2014	Top Hat	Trailer	4R7BU1625ET138296	295	$ 10,611	01/26/15	X	X	X					
160	2004	Toyota	4Runner	JTEZT14R640019280	298	$ 6,379	09/17/15	X					Unassigned	Unassigned	
159	2015	Ford	F150	1FTEW1EF2FKE18273	299	$ 33,867	09/16/15	X	X	X	X	05/01/24	John Guerra	Deputy Patrol	X
177	2016	Ford	Expedition	1FMJU1FT0GEF08882	300	$ 38,020	01/04/16	X	X	X	X	05/01/24	Unassigned	Unassigned	
183	2015	Chev	Impala	2G1WB5E37F1164713	306	$ 20,743	06/23/16	X	X	X	X	05/01/24	Linda Randall	Dispatch Supervisor	X
190	2017	Ford	Explorer	1FM5K8AR4HGB15550	308	$ 42,309	12/14/16	X	X	X	X	12/18/24	Unassigned	Unassigned	X
193	2017	Ford	Explorer	1FM5K8AR0HGB16051	310	$ 36,109	12/27/16	X	X	X	X	05/01/24	Katina Henry	Deputy	X
195	2017	Ford	F150	1FTEW1EF9HFA99336	312	$ 35,502	01/25/17	X	X	X	X		Nori Gonzales	Deputy	X
198	2017	Ford	F150	1FTEW1EF2HCC47771	313	$ 42,275	02/08/17	X	X	X	X	05/01/24	Jimmie Randall	Asst Animal Control	X
201	2017	Ford	F150	1FTEW1CF7HFA76477	314	$ 37,796	03/13/17	X	X	X	X	05/01/24	Unassigned	Unassigned Animal Control	X
206	2017	Ford	F150	1FTEW1CF5HFA76476	315	$ 38,446	03/21/17	X	X	X			David Mace	Jailer Shift Supervisor	
199	2017	Ford	Explorer	1FM5K8AR6HGB71300	316	$ 38,439	02/16/17	X	X	X			Unassigned	Unassigned	
224	2018	Ford	Expedition	1FMJU1FT6JEA05607	317	$ 46,751	01/02/18	X	X	X	X	05/01/24	Jeff Schillinger	Detective	X
225	2018	Ford	Expedition	1FMJU1FT8JEA05608	318	$ 46,751	01/02/18	X	X	X	X	05/01/24	Byron Fausset	Deputy	X
217	2018	Ford	Explorer	1FM5K8ARXJGA44085	319	$ 43,258	02/06/18	X	X	X					
218	2018	Ford	Explorer	1FM5K8AR1JGA44086	320	$ 42,858	02/06/18	X	X	X	X	08/21/24	Unassigned	Unassigned	
238	2014	Chev	Silverado	3GCPCRE0EG160718	321	$ 23,900	12/10/18	X	X	X	X	05/01/24	Charles Marshall	Shop Foreman	X
239	2019	Ford	Police Interceptor Explorer	1FM5K8AR3KGA29431	322	$ 33,085	12/10/18	X	X	X	X	05/01/24	Cody Parr	Lieutenant	X
364	2023	Exis	STC24 Double Ramp Trlr	4LABS242XP5078188	TL4	$ 40,674	03/30/23	X	X						
371	2023	Exis	16' stock bumper pull	4LAAS1621P5078762	TL5	$ 17,000	07/14/23	X	X						
414	2017	CM	Livestock Trailer	49TSG1628H1024608		$ 7,500	9/12/2024	X	X						
128	**SO VEHICLE INVENTORY COUNT**							128	123	108	107				

McKenzie Kelley

From: Claudia Wicks <cwicks@gotransit.org>
Sent: Friday, March 14, 2025 12:58 PM
To: McKenzie Kelley
Cc: Jennifer Lindke; Debbie Hollan
Subject: Re: Colorado Valley Transit Agreement

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Good morning,

Please find this as a formal request to receive allocated funds of $10,000.00 for FY 2024. We have attached the agreement for 2024. Please advise if there is anything else needed from our Agency in order to receive these funds.

Should you have any other questions or concerns please do not hesitate to let me know. Thanks.

Claudia Wicks
Executive Director
COLORADO VALLEY TRANSIT DISTRICT
P O BOX 940
COLUMBUS, TEXAS 78934
1-800-548-1068 X 205
979-732-5439 FAX
cwicks@gotransit.org
www.gotransit.org

DH

From: McKenzie Kelley <m.kelley@wallercounty.us>
Sent: Thursday, March 13, 2025 1:40 PM
To: Claudia Wicks <cwicks@gotransit.org>
Cc: Jennifer Lindke <Jennifer.Lindke@wallercounty.us>; Debbie Hollan <d.hollan@wallercounty.us>
Subject: RE: Colorado Valley Transit Agreement

Good afternoon,

McKenzie Kelley

To: Claudia Wicks
Cc: Jennifer Hill
Subject: RE: Colorado Valley Transit Agreement

From: Claudia Wicks <cwicks@gotransit.org>
Sent: Friday, March 28, 2025 10:22 AM
To: McKenzie Kelley <m.kelley@wallercounty.us>
Cc: Jennifer Hill <j.hill@wallercounty.us>
Subject: Re: Colorado Valley Transit Agreement

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Good morning,

Please find this as a formal request to received allocated funds of **$10,000.00** for FY 2025. Please advise if there is anything else needed from our Agency in order receive these funds.

Should you have any other question or concerns please do not hesitate to let me know. Thanks.

Claudia Wicks

Executive Director

COLORADO VALLEY TRANSIT DISTRICT

P O BOX 940

COLUMBUS, TEXAS 78934

1-800-548-1068 X 205

979-732-5439 FAX

COLORADO VALLEY TRANSIT, INC.

WHEREAS, Waller County, Texas, hereinafter **COUNTY,** a political subdivision of the State of Texas, has the authority, under Health and Safety Code, 121.003 to appropriate funds to make necessary improvements in providing service to promote the public health;

WHEREAS, COUNTY has the authority to enter into contracts with Colorado Valley Transit, Inc. for the provision of transit services in the county; and

WHEREAS, The Colorado Valley Transit, Inc., hereinafter **DEPARTMENT,** an incorporated transit agency, desires to enter into such a contract for the provision of transit services to said residents of the County.

IT IS THEREFORE AGREED THAT:

1. **DEPARTMENT** will furnish transportation services to the areas served by **DEPARTMENT** during last Fiscal Year.

2. **DEPARTMENT** will provide personnel, that are adequately trained or certified and available for transportation services.

3. **DEPARTMENT** shall, considering **DEPARTMENT'S** commitments to its own area, provide back-up emergency transportation services to such other areas as requested.

4. **COUNTY** will pay **DEPARTMENT** ten thousand dollars ($10,000.00) for the term of this Agreement.

THE TERM OF THIS AGREEMENT shall commence on January 1, 2025 and continue for one year until December 31, 2025. This Agreement may be cancelled only by thirty (30) days advanced written notice given by the party desiring cancellation showing good cause for the cancellation of same, and either party may request a hearing to give reasons for the cancellation of same, within thirty (30) days of receipt of notice desiring cancellation addressed to:

COUNTY

Honorable Carbett "Trey" J. Duhon III
Waller County Judge
425 FM 1488, Suite 106
Hempstead, Texas 77445

DEPARTMENT:

Colorado Valley Transit, Inc.
P.O Box 940
Columbus, Texas 78934

The **DEPARTMENT** shall indemnify and save harmless **COUNTY** and its agents and employees from all suits, actions, or claims of any character, type or description, brought or made for or on account of, any injuries or damages received or sustained by any person or property, arising out of, or occasioned by, the acts of **DEPARTMENT** or its agents or employees, in the execution or performance of this contract.

NO MONIES paid to **DEPARTMENT** shall be expended for any purpose other than for the provision of transportation services.

DEPARTMENT shall keep detailed financial records and shall submit to the Waller County Commissioners' Court an annual financial report itemizing all income and expenditures.

ALL BOOKS AND RECORDS of Colorado Valley Transit, Inc. shall be open for audit, during normal business hours, to the Waller County Auditor, and to such persons as may be given that authority, in writing by the Waller County Auditor of the Waller County Commissioners' Court.

DEPARTMENT shall furnish to the **COUNTY** a copy of its' Certificate of Liability Insurance stating the amount of liability coverage carried by the **DEPARTMENT.**

THIS AGREEMENT is effective upon acceptance by order of the Waller County Commissioners' Court.

Colorado Valley Transit, Inc.

Claudia Wicks
Executive Director

Attested by:

Secretary

April 9, 2025
Date

WALLER COUNTY

County Judge

Attested by:
Debbie Hollan
County Clerk

April 2, 2025
Date

AN INTERLOCAL AGREEMENT Between
Region 8 Education Service Center and a
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

Waller County, Texas
TEXAS PUBLIC ENTITY NAME

TX991804
Control Number (TIPS will Assign)
Schools enter County-District Number

Region 8 Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for an Interlocal agreement to provide such services is granted under Texas Government Code § 791 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other legally eligible Local Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective 2 April, 2025 upon final, full execution and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:
Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to improve procurement process efficiencies and assist in achieving best value for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:
- Provide for the organizational structure of the program.
- Provide staff for efficient operation of the program.
- Promote marketing of the TIPS Program.
- Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
- Provide members with procedures for placing orders through TIPS PO System.
- Maintain filing system for Due Diligence Documentation.
- Collect fees from vendors to support the costs of operations of TIPS.

Role of the Public Entity:
- Commit to participate in the program by an authorized signature on membership forms.
- Designate a Primary Contact and Secondary Contact for entity.

- Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
- Accept shipments of products ordered from Awarded Vendors.
- Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

No jointly owned property shall be created by this agreement and, therefore, no provision to dispose of jointly held property is required.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered

into an Agreement to provide cooperative purchasing opportunities to public agencies.
This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act. Texas Government Code Chapter 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Member Entity:

Waller County, Texas
Entity or District Name

By: _____
Authorized Signature

Print Name: Carbett "Trey" Duhon, III

Title: County Judge

April 2, 2025
Date

Purchasing Cooperative Lead Agency:

Region 8 Education Service Center

By: David Wayne Fitts
Authorized Signature

Dr. David Fitts
Title: Executive Director Region 8 ESC

2 April, 2025
Date

Public Entity Contact Information

Jaime Kovar
Primary Purchasing Person Name

425 FM 1488, Suite 106
Street Address

Hempstead, Texas 77445
City, State Zip

(979) 826-7700
Telephone Number

(979) 826-2112
Fax Number

j.kovar@wallercounty.us
Primary Person Email Address

N/A
Secondary Person Name

N/A
Secondary Person Email Address

The state of Texas requires an Interlocal Agreement be approved by the respective entities governing board. You may email completed Interlocal Agreement to tips@tips-usa.com.

ADVISORY COMMITTEE NOMINATION FORM

Please return to Houston-Galveston Area Council by **May 31.** Mail, Fax or email, attention William Matthews, 3555 Timmons Ln, Ste 120, Houston, TX 77027 ▪ 713-499-6668 ▪ Fax 713-993-2414 ▪ William.Matthews@h-gac.com ▪ To obtain more information about advisory committees, please visit https://www.h-gac.com/board-of-directors/advisory-committees

Committee Name: Unified Area Coordination Committee

Brief Description of Committee:

This committee plays a crucial role in allocating resources and coordinating efforts in response to catastrophic incidents, disasters, and other significant events within our 13-county region.

Would you like to re-nominate the current representative(s) listed below for the **May 2024-2026 term?**

Current Representative(s)	Representing	Nominated by	Re-nominate
Vacant (Primary)			☐ Yes ☐ No
Vacant (Alternate)			☐ Yes ☐ No

If you selected **no**, please list the new nominee(s) in the space provided:

Primary

Name	Brian Cantrell	Organization	Waller County
Address	27392 Fields Store Road	Title	Fire Marshal
City	Waller	Phone	979-826-7785
State	Texas	Zip	77484
Representing		Email	b.cantrell@wallercounty.us

Alternate

Name	Justin Beckendorff	Organization	Waller County
Address	32225 US Hwy. 90 Bus	Title	Commissioner, Precinct 4
City	Brookshire	Phone	979-221-3835
State	Texas	Zip	77423
Representing		Email	j.beckendorff@wallercounty.us

Nominator's Signature

April 2, 2025
Date

Carbett "Trey" J. Duhon, III - County Judge
Please Print Nominator Name