MINUTES

WALLER COUNTY COMMISSIONERS COURT
REGULAR SESSION
WEDNESDAY – MARCH 20, 2024

BE IT REMEMBERED that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 20th day of March 2024 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 9:03 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 Smith.
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. Larry Parr 2. Ross McCall 3. Dr. Denise Mattox

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 6, 2024 Regular Session
3. Request by County Treasurer for approval of Monthly Report.
4. Request by County Treasurer for approval of Payroll disbursements.
5. Request by County Treasurer for approval of Election Payroll disbursements.

6. Request by County Treasurer to approve disbursement of funds for Retiree Insurance Premiums.

7. Request by District Clerk for approval to Transfer fixed Assets to the Maintenance Department.

8. Request by County Auditor for approval and/or ratification of Accounts Payable.

9. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right of Way by CenterPoint Energy -Gas to place 420' of a 2" IP PLA SVC Line on Stockdick Rd.

10. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right of Way, by Matterhorn Express Pipeline, LLC for an 12" Natural Gas Pipeline within the right of way of Morton Road in Precinct 4.

11. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right of Way, by Matterhorn Express Pipeline, LLC for a 12" Natural Gas Pipeline within the right of way of Schlipf Road in Precinct 4.

12. Request by County Engineer to approve the Final Plat of Freeman Ranch Section 5 and accept the Counstruction Bond in Precinct 3.

13. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right of Way, by PS Lightwave, Inc. for a Fiber Optic Cable within the right of way of Jordan Ranch Blvd. in Precinct 4.

14. Request by County Engineer to approve the application to Amend The Major Thoroughfare Plan/Map by Maple Development LLC, and authorize the Road and Bridge Department to issue a public notice in the Katy Times, for two consecutive weeks, establishing a public hearing during the regular session of Commissioners' Court on April 17, 2024.

Requests to approve payments

15. $1,206.00 for Invoice # 16303, $2,887.00 for Invoice # 16402, $2,932.00 for Invoice # 16403, $2,887.00 for Invoice # 16426, and $2,932.00 for Invoice # 16258 for a total of $12,844.00 to Harris County from line item # 125-423-540702 [Autopsy].

16. $1,200.00 for Invoice dated February 19, 2024 and $1,100.00 for Invoice dated February 28, 2024 for a total of $2,300.00 to Schmidt Funeral Home from line item # 125-423-540705 [Transport to Morgue].

Motion to approve Consent Agenda 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*

EXTENSION OFFICE

17. **Introduction** of Shawn Russell, the new Cooperative Extension Program 4-H Agent through Prairie View A&M University. *No action required.*

18. **Introduction** of Matthew March, the new County Extension Agent for Agricultural and Natural Resources for Waller County. *No action required.*

AUDITOR

19. Approve 2024 budget adjustments and line-item transfers.

    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*

20. **Presentation** of Financial Transparency section of the Waller County Website. *No action required.*

COUNTY JUDGE

21. **Presentation** of Delinquent tax and fine and fee collection report by Otilia Gonzales, Perdue Brandon Fielder Collins & Mott, LLP. *No action required.*

22. Approve a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP pursuant to Section 6.30 of the Tax Code, said contract being for the collection of delinquent government receivables owed to Waller County, Texas and notice of said contract is posted with the agenda in accordance with Section 2254 of the Government Code.

    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*

23. Approve payment of $154.63 to Trey Duhon for out of state travel expense to Washington, D.C. for H-GAC Meeting January 11 thru January 14, 2024. Funds to be paid from line item 125-440-563000 [Training & Conference Expense].

    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

24. Approve placement of Freeman Ranch Section 5 into a One Year Warranty Period, with the starting date to be February 8th, 2024. Road construction has met Substantial Completion and road will be reviewed again in (1) one year for final acceptance. Precinct 3.

    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*

25. Approve acceptance of Substantial Completion of privately maintained roads in Sunterra - Section 24 in Precinct 3.

    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 acceptance of Substantional Completion of privately maintained roads in Sunterra - Section 25 in Precinct 3.

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 acceptance of roads in Sunterra - Section 26 in Precinct 3. It is recommended by the County Engineer that Waller County accept the roads for maintenance.

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 acceptance of Substantial Completion of privately maintained roads in Sunterra - Section 31 in Precinct 3.

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 36 month agreement with Consolidated Communications for an internet service provider for the Road and Bridge Office in Brookshire. Funds to be paid from line item 110-524-544900 [Service Contracts/Repairs Leases].

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 advertisement in The Waller County Express of a request for proposals for County-wide seal coating services. Funds to be paid from line item 125-401544100 [Bid Notices and Printing].

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*

31. Authorize the County Engineer to resolicit and approve advertisement in The Waller County Express for request of qualifications for drainage-specific engineering services. Funds to be paid from line item 125-401-544100 [Bid Notices and Printing].

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*

32. Approve variance request to the Waller County Subdivision and Development Regulations regarding Section 3.4.8 Flag Lot access length, by Shawn Culhane in Precinct 1.

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

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

33. Approve the purchase of a replacement vehicle from Wischnewsky Dealership for $48,560 for the Road and Bridge Department to replace a unit totaled in an accident. Funds to be paid from line item 110-530-581100 [Construction Equipment].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Commissioner Beckendorff made motion to table, seconded by Commissioner Jones.
Motion carried by 5-0 vote. **Item TABLED.**

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

34. Approve General Land Plan for Lakes of Cane Island by Brad Sweitzer.

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*

35. Approve variance requests to the Waller County Subdivision and Development Regulations for Mirabella Development in Precinct 3 by Brad Sweitzer.

A. Regarding Minimum Street Requirements, Appendix A. Section 4.3.5, for a centerline radius of 300' instead of 650'

B. Regarding Minimum Street Requirements, Appendix A. Section 4.2.5, for a collector street centerline radius of 650' instead of 1200'

C. Regarding Platting Procedure, Section 3.4.7, for a minimum lot width of 40' instead of 50'

D. Regarding Minimum Street Requirements, Appendix A. Section 4.2.2, for a minimum ROW width for collector streets of 60' instead of 80'

E. Regarding Minimum Street Requirements, Appendix A. Section 4.3.4, for a minimum cul-de-sac ROW radius of 60' instead of 70'

F. Regarding Minimum Street Requirements, Appendix A. Section 4.3.1, for a minimum ROW width of 50' instead of 60'

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

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

36. Approve variance requests to the Waller County Subdivision and Development Regulations for Maple Park Development in Precinct 4 by Jennifer Curtis.

A. Regarding Platting Procedure, Section 3.4.7, for a minimum lot width of 40' instead of 50'

B. Regarding Platting Procedure, Section 3.4.15, for a minimum side street building line of 10' instead of 15' on local streets

C. Regarding Street Alignments, Appendix A. Section 3.3, for a dead-end street to remain as a dead end on a temporary cul-de-sac and to have a 60' radius ROW instead of a 70' radius ROW

D. Regarding Minimum Street Requirements, Appendix A. Section 4.2.4, for a minimum pavement cross section for collector streets of 28' instead of 32'

E. Regarding Minimum Street Requirements, Appendix A. Section 4.3.5, for a minimum centerline radius 300' instead of 650'

F. Regarding Minimum Street Requirements, Appendix A. Section 4.3.4, for a minimum cul-de-sac ROW radius of 60' instead of 70'

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Commissioner Beckendorff made motion to table, seconded by Commissioner Smith.
Motion carried by 5-0 vote. **Item TABLED.**

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

Court convened to Executive Session at 10:37 a.m.
Court reconvened from Executive Session at 10:54 a.m.

Commissioner Smith made motion to take #36 off the table, seconded by Commissioner Amsler.
Motion carried by 5-0 vote.

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

Commissioners Beckendorff made motion to amend the original motion to approve with the contingence on the approval of a GA or a Development Agreement, seconded by Commissioner Smith.
Amendment carried by 5-0 vote.

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

Amended Motion carried by 5-0 vote.

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

37. Approve Subdivision Development Agreement with Maple Woods Development, LLC for the Maple Woods subdivision.

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Commissioner Smith made motion to table, seconded by Commissioner Beckendorff.
Motion carried by 5-0 vote. **Item TABLED.**

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

38. Approve Transportation Development Agreement with Maple Woods Development, LLC.

Motion made by Commissioner Smith 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*

Returned to Agenda Item #37

37. Approve Subdivision Development Agreement with Maple Woods Development, LLC for the Maple Woods subdivision.

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*

Proceeded with Agenda Item #39

39. **Open** sealed bids submitted for County Ditch Maintenance Services (RFP #240220-22).
No bids received.

ENVIRONMENTAL DEPARTMENT

40. Approve a variance request to the Subdivision Development Regulations, Engineering Design Standards, Section 2- Lot size, regarding the minimum lot size per dwelling, by Ms. Mina P. Torrance.

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

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

SHERIFF

41. Approve request to create a separate Commercial Motor Vehicle Enforcement department under the Sheriff's budget. *(no back up submitted)*

    Commissioner Smith made motion that we approve the request, 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*

42. **Spread** upon the minutes the Waller County Sheriff's 2023 Equitable Sharing Agreement and Certification. *No action required.*

43. Approve request to purchase GoTo Resolve IT management software at a cost of $120.00 per month for a total of $1,440.00 to be paid from line item 125-516-562323 [Due and Subscriptions].

    Motion made by Commissioner Smith, 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*

44. ~~Approve purchase of 14 patrol and administrative vehicles~~. **Item WITHDRAWN.**

45. Approve First Amendment to Interlocal Agreement for Law Enforcement Services with Waller ISD.

    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*

DIRECTOR OF POLICY & ADMINISTRATION

46. Approve additional member to the Long Range Planning Committee to include member from the IT Department.

    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*

47. Discussion on County Assistance District in reference to the November Election.
    No action required.

48. Approve Legal Services Contract for Development Agreements.

    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

49. Authorize the County Judge to execute GLO Contract No. 24-065-015-E172 in the amount of $6,732,697.00 with the Texas General Land Office relative to the Waller County HUD MID Drainage Improvements (aka Regional Detention Facility).

    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*

50. Approve ratification of the Grant Agreement between the County and the Texas Comptroller of Public Accounts relative to the Rural Sheriff's Office Salary Assistance Grant in the amount of $500,000.00.

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*

51. Authorize the County Judge to execute the Grant Agreement between the County and the Texas Comptroller of Public Accounts relative to the Rural Prosecutor's Office Salary Assistance Grant Program in the amount of $275,000.00.

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*

52. Approve advertisement in The Waller County Express of a request for proposals for designated ARPA-approved seal coating road projects. Funding to be paid from line item 125-401-544100 [Bid Notices and Printing].

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*

53. Authorize the County Judge to execute an engineering services contract with Pape-Dawson Consulting Engineers, LLC relative to the CDBG-MIT Hurricane Harvey HUD MID Infrastructure Projects.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Commissioner Beckendorff made motion to table, seconded by Commissioner Jones.
Motion carried by 5-0 vote. **Item TABLED.**

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

TREASURER

54. Designate Tina Carrillo as the Healthy County Coordinator, as requested by the County Treasurer.

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*

MISCELLANEOUS

55. Approve the Agreement with Navasota Soil and Water Conservation District No. 440 and payment of $2,500.00 from line item 125-411-547330 [Soil & Water Conserv.] 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*

56. Approve Resolution for the Nomination for a Board of Director for the Waller County Appraisal District to replace the recently vacated position by Jim Sette.

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*

57. Approve Quitclaim Deed for Parcel ID No. P00071675 (133), a section of Anserra Trail at the I-10 frontage road, and authorize County Judge to sign the Quitclaim Deed.

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*

58. Approve order authorizing County Judge to sign closing documents for the sale of the museum and former tax office to the City of Brookshire.

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*

59. **Open** responses to RFQ for Mobility Bond Program Manager (RFQ # 240207-26).

The following responses were submitted and opened by the Court:
1. Received March 18, 2024 from Quiddity at 2:21 p.m.
2. Received March 19, 2024 from Tetra Tech at 1:36 p.m.
3. Received March 19, 2024 from LJA Engineering at 11:27 a.m.
4. Received March 18, 2024 from Stuart Consulting Group at 3:07 p.m.
5. Received March 19, 2024 from Halff & Associates at 8:31 a.m.
6. Received March 19, 2024 from DE Corp (DEC) at 8:24 a.m.

60. **Open** responses to RFP for Outside Counsel for Mobility Bond Projects (RFP # 240207-24).

The following responses were submitted and opened by the Court:
1. From Husch Blackwelll LLP received March 18, 2024 at 10:02 a.m.

61. ~~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~~. **Item WITHDRAWN.**

62. ~~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~~. **Item WITHDRAWN.**

DIRECTOR OF FACILITIES

63. Approve payment of ~~$8,661.00~~ ***$7,000.00*** for Invoice #0035059 Embassy Records Management and Storage from line item 604-604-581837 (Swing Space).

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

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

64. Approve reimbursable payment of $80,660.00 to Sedalco for the Building Permit from line item 604-604-581000 (Courthouse Soft Cost #6).

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*

65. Approve Payment of $529,151.53 for Application # 16 to Sedalco from fline item 604-604-581000 [Bldg Purch,Const, or Improv].

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*

66. Approve payment of $27,670.49 for Invoice # 12307 to Sedalco for PAY APP #1 from line item from line item 125-600-581620 [Justice Center Modular Building Design Fees].

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*

67. Approve request for advertisement in The Waller County Express for proposals for Janitorial Services for County Buildings. Funding to be paid from line item 125-401-544100 [Bid Notices and Printing].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Commissioner Beckendorff made motion to table, seconded by Commissioner Amsler.
Motion carried by 5-0 vote. **Item TABLED.**
Judge Trey Duhon – Yes *Commissioner Amsler – Yes* *Commissioner Smith – Yes*
Commissioner Jones – Yes *Commissioner Beckendorff – Yes*

68. Presentation and approval of materials and colors for the Waller County Courthouse project.

Judge Duhon made motion to approve the selections as we have up there on the board with the traditional furniture, the green and wood combination and then the selections we have on the table 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*

EXECUTIVE SESSION

69. ~~Consultation with District Attorney and outside counsel pursuant to Government Code Section 551.071~~. **Item WITHDRAWN.**

70. ~~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~~. **Item WITHDRAWN.**

71. ~~Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725~~. **Item WITHDRAWN.**

72. ~~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 Smith.
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 1:52p.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
Waller County Clerk

COMMISSIONERS COURT WALLER COUNTY, TEXAS

APPROVED this the 3rd day of April 2024.

Carbett "Trey" J. Duhon, III
County Judge

Public Comment Sign In Sheet
Commissioners Court
March 20, 2024 9:00 a.m.

3 Minute Limit

Name

1. [signature] 2:41
2. Ross McCall 2:39
3. [signature] 2:52
4.
5.
6.
7.
8.
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Monthly Report of Joan Sargent, Waller County Treasurer
FEBRUARY 2024

THE STATE OF TEXAS
COUNTY OF WALLER

AFFIDAVIT

Pursuant to LGC 114.026, I, Joan Sargent, Waller County Treasurer do hereby submit The Treasurer's Monthly Report. This report includes, but is not limited to, money received and disbursed, debts due to and owed by the County, and other financial proceedings in the Treasurer's Office. The Treasurer's Books agree with the Auditor's General Ledger and the Bank Statements have been reconciled.

All investments are in compliance with both the Public Funds Investment Act and the Waller County Investment Policy. The investment strategy is passive, which maintains a liquid cash flow and safety of the investment as priorties. As your Treasurer, I keep a watchful eye to ensure that the "return of our principal" takes precedent over the "return on our principal". {GC 2256.023}

Therefore, Joan Sargent, County Treasurer of Waller County, Texas, who being fully sworn, upon oath says that the whithin and foregoing report is true and correct to the best of her knowledge.

Filing with accompanying vouchers this **20th day of March 2024**

Page 1 General Operating Account Funds report of money received and disbursed
Page 2 Special Funds report of money received and disbursed
Page 3 Investment Portfolio by fund
Page 4 Long Term Debt
Attachment A Unpaid claims

Joan Sargent
Joan Sargent, CIO/CCT
Waller County Treasurer

Commissioners' Court having reviewed the Treasurer's Report as presented, having taken reasonable steps to ensure its accuracy and based upon presentations of the Treasurer's Office approve the report, subject to the county auditor's review and request that it be filed with the official minutes of this meeting. {LGC 114.026(c)}

In addition, the below signatures affirm that the Treasurer's Report complies with statues as referenced. {LGC 114.026(d)}

The affidavit must state the amount of the cash and other assets that are in the custody of the County Treasurer at the time of the examination. {LGC 114.026(d)} $652,510.79 Month Ending Balance

Commissioners' Court Approval:

Carbett "Trey" J. Duhon III
Waller County Judge

John A. Amsler
Commissioner, Precinct 1

Walter E. Smith
Commissioner, Precinct 2

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

ATTEST:
Debbie Hollan, County Clerk

March 20, 2024
Date

COMMISSIONERS COURT WALLER COUNTY, TEXAS

Monthly Report of Joan Sargent, Waller County Treasurer
FEBRUARY 2024

General Operating Account

Fund	Beginning Balance	Total Received	Total Disbursed	Adjust-ments	Account Balances	TexPool Investments	TX Class Investments	Total Fund Balance
101 Voter Reg/Chapter 19	$5,922.57	$3.70	$0.00	$0.00	$5,926.27	$0.00	$0.00	**$5,926.27**
108 Elections	$71,394.54	$44.62	$0.00	$0.00	$71,439.16	$152,831.90	$0.00	**$224,271.06**
110 Road & Bridge	$1,716,285.17	$7,156,666.90	$5,847,104.01	$134,623.96	$3,160,472.02	$0.00	$7,672,960.38	**$10,833,432.40**
111 Law Library	$39,756.49	$4,612.38	$533.00	$0.00	$43,835.87	$183,404.57	$0.00	**$227,240.44**
112 Title IV Juv. Justice	$4,555.91	$2.84	$0.00	$0.00	$4,558.75	$90,960.63	$0.00	**$95,519.38**
113 DC Recs. Pres.	$3,478.89	$60.78	$0.00	$0.00	$3,539.67	$21,631.13	$0.00	**$25,170.80**
114 County RMPF	$32,776.33	$3,964.05	$0.00	$0.00	$36,740.38	$72,489.22	$0.00	**$109,229.60**
115 CC Recs. Pres.	$93,080.83	$15,390.97	$0.00	$0.00	$108,471.80	$537,776.27	$0.00	**$646,248.07**
116 CC Preservation	$4,372.75	$204.85	$0.00	$0.00	$4,577.60	$28,588.29	$0.00	**$33,165.89**
117 Crthse. Security	$39,354.98	$4,323.29	$0.00	$0.00	$43,678.27	$165,606.89	$0.00	**$209,285.16**
118 Graffiti	$150.57	$0.09	$0.00	$0.00	$150.66	$679.25	$0.00	**$829.91**
119 JP Technology	$2,627.22	$1,324.62	$600.00	$0.00	$3,351.84	$66,725.49	$0.00	**$70,077.33**
120 DC/Child Abuse Prev	$823.86	$2.19	$0.00	$0.00	$826.05	$726.91	$0.00	**$1,552.96**
121 Family Protection	$302.53	$0.19	$0.00	$0.00	$302.72	$39,559.99	$0.00	**$39,862.71**
122 Guardianship	$8,102.31	$955.66	$0.00	$0.00	$9,057.97	$49,649.09	$0.00	**$58,707.06**
123 Justice Crt. Sec.	-$5,077.96	$5,082.04	$0.00	$0.00	$4.08	$24,461.78	$0.00	**$24,465.86**
124 CC-Technology	$2,493.14	$47.71	$0.00	$0.00	$2,540.85	$5,463.15	$0.00	**$8,004.00**
125 General	$3,191,923.47	$20,921,798.16	$17,754,099.81	-$186,232.96	$6,173,388.86	$19,268,311.55	$43,895,026.87	**$69,336,727.28**
126 DC-Technology	$1,378.25	$7.97	$0.00	$0.00	$1,386.22	$2,772.42	$0.00	**$4,158.64**
127 CC-RPD	$4,007.42	$2.50	$0.00	$0.00	$4,009.92	$32,563.00	$0.00	**$36,572.92**
128 DC-RPD	$394.93	$20.26	$0.00	$0.00	$415.19	$28,882.62	$0.00	**$29,297.81**
129 DA Pretrial Div. Fee	$12,212.63	$4,457.43	$4,779.75	$0.00	$11,890.31	$86,745.92	$0.00	**$98,636.23**
131 Juv. Case Manager	$1,099.45	$58.45	$0.00	$0.00	$1,157.90	$0.00	$0.00	**$1,157.90**
132 Fire Marshal Fund	$107,481.16	$66.26	$1,450.37	$0.00	$106,097.05	$0.00	$0.00	**$106,097.05**
135 Court Facility	$37,425.15	$2,645.03	$0.00	$0.00	$40,070.18	$0.00	$0.00	**$40,070.18**
137 Justice Crt. Support	$52,449.16	$3,034.65	$0.00	$0.00	$55,483.81	$0.00	$0.00	**$55,483.81**
181 Available School	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$762,677.74	**$762,677.74**
186 Ogg Trust	$19,880.85	$12.42	$0.00	$0.00	$19,893.27	$0.00	$0.00	**$19,893.27**
191 Narcotic Program	$10.69	$0.00	$0.00	$0.00	$10.69	$0.00	$0.00	**$10.69**
192 Federal Forfeiture	$317,355.95	$163,934.16	$7,081.06	$0.00	$474,209.05	$0.00	$0.00	**$474,209.05**
212 SCAAP-Federal Rev.	$113,467.13	$0.00	$6,516.40	$0.00	$106,950.73	$0.00	$0.00	**$106,950.73**
228 CJD-VOCA #4254701	-$13,411.21	$0.00	$5,106.04	$0.00	-$18,517.25	$0.00	$0.00	**-$18,517.25**
234 STEP CMV-00029	-$7,479.59	$0.00	$682.75	$503.39	-$7,658.95	$0.00	$0.00	**-$7,658.95**
235 STEP COMP-00094	-$14,749.84	$0.00	$1,144.01	-$503.39	-$16,397.24	$0.00	$0.00	**-$16,397.24**
241 ARPA Grant	$5,205,537.74	$0.00	$46,328.25	$0.00	$5,159,209.49	$0.00	$0.00	**$5,159,209.49**
307 SAVNS Grant#1446517	-$4,376.30	$0.00	$0.00	$0.00	-$4,376.30	$0.00	$0.00	**-$4,376.30**
311 Formula Grant	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
318 TJJD-A	$68,945.56	$52,143.00	$23,788.92	$0.00	$97,299.64	$0.00	$0.00	**$97,299.64**
320 MVCPA Grant	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
321 RAVM Grant	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
413 SETH Grant	$0.00	$0.00	$0.00	$50,000.00	$50,000.00	$0.00	$7,672,960.38	**$7,722,960.38**
515 Debt Service	$1,531,986.35	$3,704,291.38	$5,236,265.13	$0.00	$12.60	$0.00	$738,542.46	**$738,555.06**
602 Tax Notes, Series 2020	$1,028.74	$0.64	$0.00	$0.00	$1,029.38	$0.00	$0.00	**$1,029.38**
603 Tax Notes, Series 2022	$431.33	$220.11	$0.00	$0.00	$651.44	$0.00	$0.00	**$651.44**
604 Co. Courthouse Project	$934.61	$250,000.41	$250,279.03	$0.00	$655.99	$0.00	$27,436,931.29	**$27,437,587.28**
999 Payroll	$489,393.87	$2,325,369.16	$2,326,435.51	$0.00	$488,327.52	$0.00	$0.00	**$488,327.52**
Totals	**$13,137,727.63**	**$34,620,748.87**	**$31,512,194.04**	**-$1,609.00**	**$16,244,673.46**	**$20,859,830.07**	**$88,179,099.12**	**$125,283,602.65**
				Plus Outstanding Checks	$325,115.52			
				Treasurer's Bank Balance	**$16,569,788.98**			
				PB Statement Balance	$16,569,788.98			
				Reconciled Bank Balance	**$16,569,788.98**			

Monthly Report of Joan Sargent, Waller County Treasurer
FEBRUARY 2024

Miscellaneous Accounts

188 Dismuke Estate	$0.00	$0.00	$0.00	$0.00	**$0.00**	$70,864.24	$0.00	**$70,864.24**
				Bank Statement Balance	$0.00			
189 Hospital Trust	$0.00	$0.00	$0.00	$0.00	**$0.00**	$3,276.80	$0.00	**$3,276.80**
				Bank Statement Balance	$0.00			
238 GLO Buyout/Acq Grant	$32.69	$0.02	$0.00	$0.00	**$32.71**	$0.00	$0.00	**$32.71**
				Add Outstanding Checks	$0.00			
				Bank Statement Balance	$32.71			
239 GLO Infrastructure Grant	$267.45	$0.16	$0.00	$0.00	**$267.61**	$0.00	$0.00	**$267.61**
				Add Outstanding Checks	$0.00			
				Bank Statement Balance	$267.61			
801 JP1 Report Acct	$19,817.03	$25,815.21	$24,639.40	$0.00	**$20,992.84**	$0.00	$0.00	**$20,992.84**
				Bank Statement Balance	$20,992.84			
802 JP2 Report Acct	$3,854.24	$24,117.15	$19,938.40	$0.00	**$8,032.99**	$0.00	$0.00	**$8,032.99**
				Bank Statement Balance	$8,032.99			
803 JP3 Report Acct	$18,047.02	$15,476.86	$9,916.00	$0.00	**$23,607.88**	$0.00	$0.00	**$23,607.88**
				Bank Statement Balance	$23,607.88			
804 JP4 Report Acct	$1,716.85	$32,767.47	$25,193.36	$0.00	**$9,290.96**	$0.00	$0.00	**$9,290.96**
				Bank Statement Balance	$9,290.96			
805 DC E-Filing	$5,202.45	$13,544.31	$18,117.20	$0.00	**$629.56**	$0.00	$0.00	**$629.56**
				Bank Statement Balance	$629.56			
807 CC Recording Fee	$12,373.18	$37,684.48	$43,333.00	$0.00	**$6,724.66**	$0.00	$0.00	**$6,724.66**
				Bank Statement Balance	$6,724.66			
808 CC Credit Card	$3,617.97	$8,715.63	$11,235.00	$0.00	**$1,098.60**	$0.00	$0.00	**$1,098.60**
				Bank Statement Balance	$1,098.60			
810 CC E-Filing	$10,218.92	$10,533.78	$14,975.00	$0.00	**$5,777.70**	$0.00	$0.00	**$5,777.70**
				Bank Statement Balance	$5,777.70			
811 DC Credit Card	$1,351.31	$5,936.90	$6,600.60	$0.00	**$687.61**	$0.00	$0.00	**$687.61**
				Bank Statement Balance	$687.61			
812 R&B Credit Card	$10,085.04	$106,424.26	$110,143.75	$0.00	**$6,365.55**	$0.00	$0.00	**$6,365.55**
				Bank Statement Balance	$6,365.55			
814 FM Credit Card	$10,220.49	$3,898.19	$10,216.65	$0.00	**$3,902.03**	$0.00	$0.00	**$3,902.03**
				Bank Statement Balance	$3,902.03			
815 Environmental Cr Card	$6,014.70	$9,252.01	$12,635.00	$0.00	**$2,631.71**	$0.00	$0.00	**$2,631.71**
				Bank Statement Balance	$2,631.71			
816 JP1 Efile	$896.61	$759.57	$664.00	$0.00	**$992.18**	$0.00	$0.00	**$992.18**
				Bank Statement Balance	$992.18			
817 JP2 Efile	$99.09	$627.04	$660.00	$0.00	**$66.13**	$0.00	$0.00	**$66.13**
				Bank Statement Balance	$66.13			
818 JP3 Efile	$113.20	$1,200.04	$1,062.00	$0.00	**$251.24**	$0.00	$0.00	**$251.24**
				Bank Statement Balance	$251.24			
819 JP4 Efile	$165.18	$1,165.16	$1,264.00	$0.00	**$66.34**	$0.00	$0.00	**$66.34**
				Bank Statement Balance	$66.34			
820 Treasurer Credit Card	$35.04	$3,057.68	$3,017.56	$0.00	**$75.16**	$0.00	$0.00	**$75.16**
				Bank Statement Balance	$75.16			

WALLER COUNTY
INVESTMENT PORTFOLIO FOR MONTH ENDING
FEBRUARY 2024

ACTIVITY

FINANCIAL INSTRUMENT AND INVESTED FUND	PURCHASE PRICE	MTD YIELD	BEGINNING BALANCE	TRANSFERS	MTD INTEREST	ENDING BALANCE
TEXAS CLASS INVESTMENTS						
125-General	$43,704,719.91	5.4842%	$43,704,719.91	$0.00	$190,306.96	$43,895,026.87
110-R&B	$2,659,880.96	5.4842%	$2,659,880.96	$5,000,000.00	$13,079.42	$7,672,960.38
515-Debt Service	$262,357.85	5.4842%	$262,357.85	$474,900.00	$1,284.61	$738,542.46
181-Permanent School	$759,371.17	5.4842%	$759,371.17	$0.00	$3,306.57	$762,677.74
602-Tax Notes, Series 2020	$1,131,970.82	5.4842%	$0.00	$0.00	$0.00	$0.00
603-Tax Notes, Series 2022	$6,417,088.54	5.4842%	$218.89	($219.71)	$0.82	$0.00
604-Co Courthouse Project	$3,410,498.47	5.4842%	$27,567,006.34	($250,000.00)	$119,924.95	$27,436,931.29
TEXPOOL INVESTMENTS						
108-Elections	$152,188.02	5.3251%	$152,188.02	$0.00	$643.88	$152,831.90
111-Law Library	$182,631.87	5.3251%	$182,631.87	$0.00	$772.70	$183,404.57
112-Title IV Juvenile Justice	$90,577.41	5.3251%	$90,577.41	$0.00	$383.22	$90,960.63
113-RPF District Clerk	$21,540.03	5.3251%	$21,540.03	$0.00	$91.10	$21,631.13
114-County RMPF	$72,183.78	5.3251%	$72,183.78	$0.00	$305.44	$72,489.22
115-RPF County Clerk	$535,510.59	5.3251%	$535,510.59	$0.00	$2,265.68	$537,776.27
116-CC Preservation	$28,467.85	5.3251%	$28,467.85	$0.00	$120.44	$28,588.29
117-Courthouse Security	$164,909.19	5.3251%	$164,909.19	$0.00	$697.70	$165,606.89
118-Graffiti	$676.35	5.3251%	$676.35	$0.00	$2.90	$679.25
119-JP Technology	$66,444.37	5.3251%	$66,444.37	$0.00	$281.12	$66,725.49
120-DC Child Abuse Prev.	$723.72	5.3251%	$723.72	$0.00	$3.19	$726.91
121-Family Protect Fee	$39,393.30	5.3251%	$39,393.30	$0.00	$166.69	$39,559.99
122-Guardianship	$49,439.91	5.3251%	$49,439.91	$0.00	$209.18	$49,649.09
123-Justice Court Security	$29,393.89	5.3251%	$29,393.89	($5,055.00)	$122.89	$24,461.78
124-CC Technology	$5,440.17	5.3251%	$5,440.17	$0.00	$22.98	$5,463.15
125-General	$0.00	5.3251%	$4,245,970.72	$15,000,000.00	$22,340.83	$19,268,311.55
126-DC Technology	$2,760.82	5.3251%	$2,760.82	$0.00	$11.60	$2,772.42
127-CC RP Digitizing	$32,425.84	5.3251%	$32,425.84	$0.00	$137.16	$32,563.00
128-DC RP Digitizing	$28,760.90	5.3251%	$28,760.90	$0.00	$121.72	$28,882.62
129-DA Pretrial Diversion	$0.00	5.3251%	$86,380.50	$0.00	$365.42	$86,745.92
188-Dismuke	$70,565.70	5.3251%	$70,565.70	$0.00	$298.54	$70,864.24
189-Hospital	$3,262.92	5.3251%	$3,262.92	$0.00	$13.88	$3,276.80
TOTALS	**$59,923,184.35**		**$80,863,202.97**	**$20,219,625.29**	**$357,281.59**	**$101,440,109.85**

STATISTICS

1. THIS PORTFOLIO IS IN COMPLIANCE WITH THE WALLER COUNTY INVESTMENT POLICY AND APPLICABLE LAW.
2. CURRENT INVESTMENTS ARE AVAILABLE SAME OR NEXT DAY TO MAXIMIZE OPERATING FUNDS.
3. AS A COMPARATIVE BENCHMARK THE AVERAGE 90 DAY T-BILL RATE THIS MONTH: 5.24%
4. THE TOTAL AMOUNT OF INVESTED DOLLARS FOR MONTH END: $101,440,109.85
5. PROSPERITY BANK PLEDGED COLLATERAL MARKET VALUE: $87,677,604.56
   THIS AMOUNT WAS ADEQUATE TO SECURE ALL DEPOSITS AT PROSPERITY BANK.
6. TexPool Rated: AAAm by Standard & Poor's.
7. Texas CLASS Rated: AAAm by Standard & Poor's.
8. THIS REPORT IS PROVIDED ON A MONTHLY BASIS EXCEEDING THE PUBLIC FUNDS INVESTMENT ACT AND WALLER COUNTY INVESTMENT POLICY REQUIREMENTS TO KEEP THE COMMISSIONERS' COURT FULLY INFORMED.

WALLER COUNTY, TEXAS
Summary of Debt
As of December 31, 2021

Prepared by Alan Younts, Waller County Auditor

Total Capital Leases

Year	Principal	Interest
2022	$79,176.73	$3,320.68
2023	$0.00	$0.00
2024	$0.00	$0.00
2025	$0.00	$0.00
2026	$0.00	$0.00
2027-2031	$0.00	$0.00
2032-2036	$0.00	$0.00
2037-2038	$0.00	$0.00
	$79,176.73	$3,320.68

Total Bonds

Year	Principal	Interest
2022	$2,755,000.00	$1,334,723.36
2023	$2,742,000.00	$1,245,875.56
2024	$2,825,000.00	$1,156,313.26
2025	$2,350,000.00	$1,069,897.26
2026	$2,435,000.00	$986,532.26
2027-2031	$10,550,000.00	$3,657,835.30
2032-2036	$11,610,000.00	$1,860,528.17
2037-2038	$5,210,000.00	$180,475.00
	$40,477,000.00	$11,492,180.17

Treasurer's Record of Unpaid Claims	As of	2/29/2024	
Vendors	Date Registered	Reg #	Amount Registered
AT&T	01/24/23	1602	$ (22.00)
BROOKSHIRE M.W.D	02/06/23	1813	$ 100.23
XEROX CORPORATION	02/16/23	2232	$ 172.32
WALLER COUNTY PAINT & BODY SHOP & STORAGE	03/28/23	3109	$ 7.00
BROOKSHIRE M.W.D	04/03/23	3250	$ 100.00
QUILL CORPORATION	04/18/23	3675	$ 132.06
TEXPO POWER, LP	04/27/23	3811	$ 46.94
ODP BUSINESS SOLUTIONS, LLC	05/15/23	4294	$ 115.60
HERRMANN INTERNATIONAL	05/30/23	4625	$ (689.38)
MUSTANG CAT	05/30/23	4623	$ (689.44)
SPARKLIGHT	07/05/23	5416	$ (322.29)
VERIZON	07/10/23	5541	$ (13.48)
KIMBALL MIDWEST	07/31/23	6359	$ 2,610.33
HOMETOWN HARDWARE	08/01/23	6097	$ 51.92
TURNER PIERCE AND FULTZ INC.	08/01/23	6062	$ 323.77
VERIZON	08/15/23	6470	$ (37.99)
VERIZON	09/11/23	7137	$ (37.99)
OMNI HOTEL	09/14/23	7249	$ 625.08
OMNI HOTEL	09/14/23	7251	$ 625.08
JOHNSTONE SUPPLY	09/18/23	7288	$ (234.99)
RICOH USA, INC.	09/26/23	7478	$ 260.24
THOMSON RUETERS - WEST PAYMENT CENTER	09/26/23	7486	$ 844.00
HORSESHOE BAY RESORT MARRIOTT	10/03/23	7613	$ 207.76
4S DISTRIBUTING	10/11/23	7815	$ 669.40
BROOKSHIRE M.W.D	10/11/23	7781	$ (140.03)
THOMSON REUTERS - WEST PAYMENT CENTER	10/11/23	7769	$ 211.00
VERIZON	10/11/23	7779	$ 994.42
VERIZON	10/11/23	7780	$ (37.99)
XEROX CORPORATION	10/13/23	7900	$ 167.12
ODP BUSINESS SOLUTIONS, LLC	10/17/23	8012	$ 199.94
ODP BUSINESS SOLUTIONS, LLC	10/17/23	8015	$ 81.96
THOMSON REUTERS - WEST PAYMENT CENTER	10/20/23	8088	$ 158.00
ODP BUSINESS SOLUTIONS, LLC	10/23/23	8114	$ 48.48
WALLER COUNTY PAINT & BODY SHOP & STORAGE	10/26/23	8187	$ 85.00
DRURY INN & SUITES AUSTIN NORTH	10/30/23	8222	$ 407.16
ENTEC PEST MANAGEMENT INC	10/30/23	8234	$ 250.00
UBEO BUSINESS SERVICES	11/14/23	8414	$ 1,465.00
HALFF ASSOCIATES, INC	11/20/23	8507	$ 67,500.60
THOMSON REUTERS - WEST PAYMENT CENTER	11/20/23	8487	$ 451.00
HALFF ASSOCIATES, INC	11/27/23	8808	$ 93,140.63
PERDUE, BRANDON, FIELDER, COLLINS & MOTT, LLP	11/27/23	8843	$ 1,651.15
QUIDDITY ENGINEERING, LLC	11/27/23	8744	$ 18,907.54
RICOH USA, INC.	11/27/23	8852	$ 520.48
TELOMACK CABLING SOLUTIONS	11/27/23	8713	$ 41,860.00
TELOMACK CABLING SOLUTIONS	11/27/23	8714	$ 4,975.00
TELOMACK CABLING SOLUTIONS	11/27/23	8717	$ 2,209.45
TELOMACK CABLING SOLUTIONS	11/27/23	8711	$ 690.00
TELOMACK CABLING SOLUTIONS	11/27/23	8710	$ 642.50
VERIZON	11/27/23	8775	$ (37.99)
KATY TIMES	11/29/23	8933	$ 220.50
TELOMACK CABLING SOLUTIONS	11/29/23	8937	$ 1,606.56
TELOMACK CABLING SOLUTIONS	12/04/23	8996	$ 3,436.00
TELOMACK CABLING SOLUTIONS	12/04/23	8995	$ 594.60
PRECISION PRINTING	12/12/23	9205	$ 36.08
INNOVATIVE COMMUNICATION SYSTEMS	12/13/23	9234	$ 4,034.97
INNOVATIVE COMMUNICATION SYSTEMS	12/13/23	9235	$ 2,880.00
DELL MARKETING L.P.	12/14/23	9305	$ 3,034.37
RECOVERY MONITORING	12/14/23	9327	$ 100.00
VERIZON	12/14/23	9365	$ 37.99
ENTERPRISE UAS, LLC	12/18/23	9382	$ 5,998.00
INNOVATIVE COMMUNICATION SYSTEMS	12/19/23	9464	$ 2,875.00
DUHON, TREY	12/21/23	9554	$ 573.70
ENTERPRISE UAS, LLC	12/21/23	9557	$ 2,198.00
DELL MARKETING L.P.	12/22/23	9588	$ 2,211.77
DELL MARKETING L.P.	01/02/24	9626	$ 1,865.98
ODP BUSINESS SOLUTIONS, LLC	01/03/24	9749	$ 254.99
UNION PACIFIC RAILROAD COMPANY	01/03/24	9759	$ 1,407.00
UNION PACIFIC RAILROAD COMPANY	01/03/24	9760	$ 866.50
ODP BUSINESS SOLUTIONS, LLC	01/09/24	9850	$ 194.97
ODP BUSINESS SOLUTIONS, LLC	01/09/24	9852	$ 191.94
ODP BUSINESS SOLUTIONS, LLC	01/09/24	9853	$ 22.39
ODP BUSINESS SOLUTIONS, LLC	01/09/24	9849	$ 21.99
PRECISION PRINTING	01/09/24	9860	$ 30.00
RICOH USA, INC	01/09/24	9881	$ 58.46

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Vendors	Date Registered	Reg #	Amount Registered
HOMETOWN HARDWARE	01/10/24	9928	$ 58.17
HOMETOWN HARDWARE	01/10/24	9927	$ 25.58
INNOVATIVE COMMUNICATION SYSTEMS	01/10/24	9905	$ 1,605.00
LANSDOWNE-MOODY	01/10/24	9926	$ 2,270.98
TEXANA CENTER	01/10/24	9904	$ 35,933.00
TEXAS POLICE TRAINERS	01/10/24	9948	$ 195.00
IMPACT PROMOTIONAL SERVICES, LLC	01/11/24	9967	$ 478.96
NAPA AUTO PARTS	01/11/24	9982	$ 170.88
QUADIENT FINANCE USA, INC.	01/12/24	10031	$ 176.00
VERIZON WIRELESS	01/12/24	10032	$ (37.99)
XEROX FINANCIAL SERVICES	01/12/24	10009	$ 583.08
AMERICAN PATRIOT INDUSTRIES, INC.	01/18/24	10087	$ 1,982.16
HOMETOWN HARDWARE	01/18/24	10089	$ 71.98
TRACK GROUP	01/18/24	10111	$ 439.50
TRACK GROUP	01/18/24	10112	$ 357.75
HOMETOWN HARDWARE	01/22/24	10186	$ 202.32
HOUSTON COPIER CONNECTTION	01/22/24	10198	$ 110.00
PITNEY BOWES INC.	01/22/24	10180	$ 513.59
PITNEY BOWES INC.	01/22/24	10178	$ 141.00
SPARKLIGHT	01/22/24	10176	$ 219.89
TOSHIBA FINANCIAL SERVICES	01/22/24	10123	$ 257.77
VICTORIA COUNTY	01/22/24	10122	$ 6,800.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	01/22/24	10161	$ 10,765.43
WALLER COUNTY PAINT & BODY SHOP & STORAGE	01/22/24	10156	$ 7.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	01/22/24	10157	$ 7.00
MAGNOLIA FUNERAL HOME	01/24/24	10205	$ 2,016.00
ODP BUSINESS SOLUTIONS, LLC	01/24/24	10258	$ 22.39
TRANSPORTATION ADVOCACY GROUP HOUSTON REGION	01/24/24	10244	$ 5,000.00
AMERICAN FIRE SYSTEMS INC.	01/26/24	10313	$ 600.00
NAPA AUTO PARTS	01/26/24	10294	$ 49.75
NAPA AUTO PARTS	01/26/24	10292	$ 20.34
AMERICAN PATRIOT INDUSTRIES, INC.	01/29/24	10368	$ 1,617.97
AMERICAN PATRIOT INDUSTRIES, INC.	01/29/24	10366	$ 926.00
ODP BUSINESS SOLUTIONS, LLC	01/29/24	10331	$ 869.99
ODP BUSINESS SOLUTIONS, LLC	01/29/24	10351	$ 388.78
ODP BUSINESS SOLUTIONS, LLC	01/29/24	10334	$ 266.76
ODP BUSINESS SOLUTIONS, LLC	01/29/24	10333	$ 87.97
ODP BUSINESS SOLUTIONS, LLC	01/29/24	10332	$ 25.49
ODP BUSINESS SOLUTIONS, LLC	01/29/24	10335	$ 15.34
QUILL CORPORATION	01/29/24	10370	$ 1,254.84
QUILL CORPORATION	01/29/24	10369	$ 38.40
BUCKEYE CLEANING CENTER	01/30/24	10386	$ 322.50
CAPITAL ONE	01/30/24	10388	$ 607.24
HOMETOWN HARDWARE	01/30/24	10380	$ 414.90
HOMETOWN HARDWARE	01/30/24	10383	$ 89.98
STERLING FLAGS	01/30/24	10377	$ 5,226.66
HOMETOWN HARDWARE	01/31/24	10414	$ 234.92
HOMETOWN HARDWARE	01/31/24	10405	$ 32.96
HOMETOWN HARDWARE	01/31/24	10416	$ 7.99
RAVEN MECHANICAL LP	01/31/24	10415	$ 2,544.50
RICOH USA, INC.	01/31/24	10409	$ 780.72
STEVENSON ENTERPRISES	01/31/24	10410	$ 952.64
WALLER COUNTY TAX OFFICE	01/31/24	10406	$ 7.50
CIRA	02/01/24	10437	$ 3,200.00
COLORADO VALLEY TRANSIT	02/01/24	10440	$ 10,000.00
HARRIS COUNTY ACCOUNTS	02/01/24	10441	$ 30.00
HOMETOWN HARDWARE	02/01/24	10430	$ 65.00
HOMETOWN HARDWARE	02/01/24	10427	$ 13.01
KIMBALL MIDWEST	02/01/24	10439	$ (323.32)
ROCA CLEANING SERVICES	02/01/24	10444	$ 600.00
ROCA CLEANING SERVICES	02/01/24	10443	$ 300.00
STEVENSON ENTERPRISES	02/01/24	10424	$ 952.64
AMBASSADOR SERVICES LLC	02/02/24	10452	$ 3,161.51
AT&T	02/02/24	10471	$ 1,466.30
BRAZOS VALLEY COUNCIL OF GOVERNMENTS	02/02/24	10453	$ 7,500.00
HIGHWAY 36A COALITION	02/02/24	10451	$ 1,500.00
HOMETOWN HARDWARE	02/02/24	10462	$ 261.45
KING ARCHITECTURAL CONSULTING SERVICES PLLC	02/02/24	10454	$ 2,212.99
KYRISH TRUCK CENTERS	02/02/24	10467	$ 1,326.60
TEXAS ASSOCIATION OF COUNTIES	02/02/24	10470	$ 1,360.00
TIM O'BRIEN INSURANCE AGENCY	02/02/24	10469	$ 146.00
VERIZON WIRELESS	02/02/24	10474	$ 4,765.57
AMERICAN PATRIOT INDUSTRIES, INC.	02/05/24	10489	$ 1,617.97
BLUEBONNET HERB FARM	02/05/24	10515	$ 630.00

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BROOKSHIRE HARDWARE	02/05/24	10495	$ 134.33
HOMETOWN HARDWARE	02/05/24	10488	$ 44.98
HOMETOWN HARDWARE	02/05/24	10486	$ 29.98
RICOH USA, INC.	02/05/24	10494	$ 525.99
SEDALCO	02/05/24	10490	$ 731,559.82
SPARKLIGHT	02/05/24	10511	$ 530.93
THOMSON REUTERS - WEST PAYMENT CENTER	02/05/24	10491	$ 533.00
XEROX CORPORATION	02/05/24	10502	$ 203.63
HOMETOWN HARDWARE	02/06/24	10518	$ 21.54
REPUBLIC SERVICES #473	02/06/24	10516	$ 312.78
HOMETOWN HARDWARE	02/08/24	10662	$ 635.78
HOMETOWN HARDWARE	02/08/24	10651	$ 28.72
INDOFF LLC	02/08/24	10648	$ 188.67
ODP BUSINESS SOLUTIONS, LLC	02/08/24	10647	$ 85.55
ODP BUSINESS SOLUTIONS, LLC	02/08/24	10646	$ 13.54
WALLER COUNTY ASPHALT	02/08/24	10554	$ 2,900.00
XEROX CORPORATION	02/08/24	10652	$ 231.96
XEROX CORPORATION	02/08/24	10653	$ 172.98
C&G WHOLESALE	02/09/24	10754	$ 61.97
ENTEC PEST MANAGEMENT	02/09/24	10718	$ 425.00
HOMETOWN HARDWARE	02/09/24	10715	$ 31.95
HOMETOWN HARDWARE	02/09/24	10737	$ 25.95
INDOFF LLC	02/09/24	10720	$ 49.16
INTELEPEER CLOUD COMMUNICATIONS, LLC	02/09/24	10717	$ 1,333.42
JK GRAPHICS INC.	02/09/24	10681	$ 645.00
LONESTAR TRUCK GROUP	02/09/24	10688	$ 845.61
WALLER COUNTY ASPHALT	02/09/24	10719	$ 13,145.15
XEROX CORPORATION	02/09/24	10716	$ 193.50
XEROX CORPORATION	02/09/24	10706	$ 120.38
AMBASSADOR SERVICES LLC	02/12/24	10839	$ 2,208.00
BLUENONNET HERB FARM	02/12/24	10760	$ 360.00
BLUENONNET HERB FARM	02/12/24	10761	$ 315.00
BUCKEYE CLEANING CENTER	02/12/24	10841	$ 2,169.00
BUCKEYE CLEANING CENTER	02/12/24	10840	$ 1,084.50
BUCKEYE CLEANING CENTER	02/12/24	10757	$ 2,217.50
BUCKEYE CLEANING CENTER	02/12/24	10758	$ 200.70
EDMONDS INSURANCE AGENCY	02/12/24	10838	$ 92.06
HALFF ASSOCIATES, INC	02/12/24	10780	$ 21,732.50
HALFF ASSOCIATES, INC	02/12/24	10779	$ 11,135.93
HOMETOWN HARDWARE	02/12/24	10777	$ 36.57
HOMETOWN HARDWARE	02/12/24	10776	$ 6.99
JOHNSTONE SUPPLY	02/12/24	10784	$ 422.63
MUSTANG CAT	02/12/24	10802	$ 1,107.96
QUIDDITY ENGINEERING, LLC	02/12/24	10820	$ 2,250.00
QUILL CORPORATION	02/12/24	10794	$ 138.69
QUILL CORPORATION	02/12/24	10795	$ 107.78
QUILL CORPORATION	02/12/24	10792	$ 25.26
QUILL CORPORATION	02/12/24	10803	$ (12.40)
QUILL CORPORATION	02/12/24	10844	$ (1,293.24)
WALLER COUNTY PAINT & BODY	02/12/24	10829	$ 1,069.24
WALLER COUNTY PAINT & BODY	02/12/24	10831	$ 127.50
WALLER COUNTY PAINT & BODY	02/12/24	10800	$ 109.88
WALLER COUNTY PAINT & BODY	02/12/24	10832	$ 85.00
WALLER COUNTY PAINT & BODY	02/12/24	10835	$ 85.00
WALLER COUNTY PAINT & BODY	02/12/24	10830	$ 7.00
WALLER COUNTY PAINT & BODY	02/12/24	10833	$ 7.00
WALLER COUNTY PAINT & BODY	02/12/24	10834	$ 7.00
XEROX CORPORATION	02/12/24	10799	$ 333.56
XEROX CORPORATION	02/12/24	10825	$ 290.33
XEROX CORPORATION	02/12/24	10828	$ 227.20
XEROX CORPORATION	02/12/24	10824	$ 214.69
XEROX CORPORATION	02/12/24	10827	$ 182.65
XEROX CORPORATION	02/12/24	10822	$ 179.23
XEROX CORPORATION	02/12/24	10826	$ 156.87
HOME DEPOT CREDIT SERVICES	02/13/24	10863	$ 2,391.81
HOMETOWN HARDWARE	02/13/24	10885	$ 35.73
LEXISNEXIS RISK DATA MGT, LLC	02/13/24	10874	$ 89.75
MUSTANG RENTAL SERVICES	02/13/24	10862	$ 5,367.00
ODP BUSINESS SOLUTIONS, LLC	02/13/24	10847	$ 517.99
ODP BUSINESS SOLUTIONS, LLC	02/13/24	10848	$ 517.45
ODP BUSINESS SOLUTIONS, LLC	02/13/24	10850	$ 459.98
ODP BUSINESS SOLUTIONS, LLC	02/13/24	10852	$ 194.39
ODP BUSINESS SOLUTIONS, LLC	02/13/24	10849	$ 149.99
ODP BUSINESS SOLUTIONS, LLC	02/13/24	10854	$ 112.37

Treasurer's Record of Unpaid Claims	As of	2/29/2024	
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ODP BUSINESS SOLUTIONS, LLC	02/13/24	10853	$ 22.39
ODP BUSINESS SOLUTIONS, LLC	02/13/24	10851	$ 15.99
REPUBLIC SERVICES #853	02/13/24	10860	$ 1,926.45
TYLER TECHNOLOGIES, INC.	02/13/24	10875	$ 49,460.87
VASQUEZ, LORETTA	02/13/24	10846	$ 75.00
VERIZON CONNECT NWF, INC.	02/13/24	10882	$ 793.31
VERIZON WIRELESS	02/13/24	10856	$ 994.45
VERIZON WIRELESS	02/13/24	10884	$ (37.99)
WALLER COUNTY ASPHALT	02/13/24	10872	$ 11,659.35
WALLER COUNTY PAINT & BODY	02/13/24	10871	$ 1,996.76
WALLER COUNTY PAINT & BODY	02/13/24	10866	$ 475.00
WALLER COUNTY PAINT & BODY	02/13/24	10867	$ 475.00
WALLER COUNTY PAINT & BODY	02/13/24	10868	$ 475.00
ALSCO, INC.	02/14/24	10893	$ 311.47
AMERICAN FIRE SYSTEMS INC.	02/14/24	10947	$ 1,065.00
AMERICAN PATRIOT INDUSTRIES, INC.	02/14/24	10906	$ 3,609.04
BECKWORTH, BENJAMIN	02/14/24	10952	$ 750.00
BROOKSHIRE MUNICIPAL WATER DISTRICT	02/14/24	10932	$ 127.79
BROOKSHIRE MUNICIPAL WATER DISTRICT	02/14/24	10905	$ 106.20
BROOKSHIRE MUNICIPAL WATER DISTRICT	02/14/24	10894	$ 106.03
BROOKSHIRE MUNICIPAL WATER DISTRICT	02/14/24	10904	$ 105.61
CITIBANK, N.A.	02/14/24	10934	$ 4,786.09
COLLIER EQUINE VET SERVICE, P.A.	02/14/24	10938	$ 300.00
DIRECT ENERGY BUSINESS LLC	02/14/24	10901	$ 50.40
EASON, CHRISTY	02/14/24	10909	$ 424.34
GRIMCO, INC.	02/14/24	10890	$ 580.84
GRIMCO, INC.	02/14/24	10891	$ 145.21
GRIMCO, INC.	02/14/24	10892	$ 145.21
HART INTERCIVIC, INC.	02/14/24	10923	$ 37,098.00
HOMETOWN HARDWARE	02/14/24	10940	$ 52.91
HOMETOWN HARDWARE	02/14/24	10935	$ 16.49
HOMETOWN HARDWARE	02/14/24	10946	$ 13.99
INGRAM LIBRARY SERVICES	02/14/24	10936	$ 24.90
INNOVATIVE COMMUNICATION SYSTEMS	02/14/24	10899	$ 900.00
INNOVATIVE COMMUNICATION SYSTEMS	02/14/24	10900	$ 87.50
INTEGRATED PRESCRIPTION MANAGEMENT	02/14/24	10895	$ 32.89
INTERSTATE BILLING SERVICE	02/14/24	10922	$ 974.47
JPATS/ USMS	02/14/24	10950	$ 2,670.00
MHHS HERMANN HOSPITAL	02/14/24	10896	$ 15,005.01
MIDCOAST MEDICAL CENTER (MCMC)	02/14/24	10897	$ 48.62
OTC BRANDS, INC	02/14/24	10937	$ 91.99
PERDUE, BRANDON, FIELDER, COLLINS & MOTT, LLP	02/14/24	10907	$ 252.74
QUADIENT, INC.	02/14/24	10902	$ 141.11
QUILL CORPORATION	02/14/24	10941	$ 306.47
QUILL CORPORATION	02/14/24	10943	$ 69.69
QUILL CORPORATION	02/14/24	10942	$ 38.44
QUILL CORPORATION	02/14/24	10944	$ 33.28
QUILL CORPORATION	02/14/24	10945	$ 15.18
RECOVERY MONITORING SOLUTIONS	02/14/24	10914	$ 341.00
RECOVERY MONITORING SOLUTIONS	02/14/24	10915	$ 341.00
RECOVERY MONITORING SOLUTIONS	02/14/24	10916	$ 341.00
RECOVERY MONITORING SOLUTIONS	02/14/24	10917	$ 341.00
RECOVERY MONITORING SOLUTIONS	02/14/24	10918	$ 341.00
RECOVERY MONITORING SOLUTIONS	02/14/24	10919	$ 341.00
RECOVERY MONITORING SOLUTIONS	02/14/24	10920	$ 310.00
RECOVERY MONITORING SOLUTIONS	02/14/24	10921	$ 310.00
RECOVERY MONITORING SOLUTIONS	02/14/24	10911	$ 110.00
RECOVERY MONITORING SOLUTIONS	02/14/24	10912	$ 110.00
RECOVERY MONITORING SOLUTIONS	02/14/24	10913	$ 110.00
RECOVERY MONITORING SOLUTIONS	02/14/24	10910	$ 66.00
RODRIGUEZ, MELISSA MATHIS	02/14/24	10951	$ 384.80
SARGENT, JOAN	02/14/24	10908	$ 510.00
SINGLETON ASSOCIATES, P.A.	02/14/24	10898	$ 6.95
SPARKLIGHT	02/14/24	10903	$ 240.93
SPARKLIGHT	02/14/24	10933	$ 150.00
VICTORY SUPPLY	02/14/24	10949	$ 2,385.00
WALLER COUNTY DISTRICT ATTORNEY	02/14/24	10888	$ 823.00
WALLER COUNTY DISTRICT ATTORNEY	02/14/24	10889	$ 823.00
WALLER COUNTY PAINT & BODY	02/14/24	10931	$ 2,956.28
WALLER COUNTY PAINT & BODY	02/14/24	10939	$ 100.00
WE BRAND IT PROMOTIONS	02/14/24	10948	$ 406.50
AGUILAR, ALFONSO	02/15/24	10976	$ 200.00
AMAZON CAPITAL SERVICES	02/15/24	10982	$ 124.77
AMAZON CAPITAL SERVICES	02/15/24	10983	$ 118.21

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Vendors	Date Registered	Reg #	Amount Registered
AT&T MOBILITY	02/15/24	10990	$ 710.63
AT&T MOBILITY	02/15/24	10981	$ 127.50
BRAZOS COUNTY JUVENILE SERVICES DEPARTMENT	02/15/24	10959	$ 3,000.00
CHARLESTON, DAVID	02/15/24	10953	$ 100.00
CITY OF PRAIRIE VIEW	02/15/24	10997	$ (106.70)
CROWN WRECKER	02/15/24	10973	$ 145.00
CROWN WRECKER	02/15/24	10972	$ 85.00
EASON, CHRISTY	02/15/24	10978	$ 737.12
HARRIS COUNTY ACCOUNTS RECEIVABLE	02/15/24	10977	$ 2,932.00
HAYS COUNTY TREASURER	02/15/24	10960	$ 9,300.00
HOMETOWN HARDWARE	02/15/24	10995	$ 38.98
HORSE & HOUND MONILE VETERINARY SERVICES	02/15/24	10967	$ 565.00
HORSE & HOUND MONILE VETERINARY SERVICES	02/15/24	10986	$ 30.00
INTERSTATE BILLING SERVICE	02/15/24	10984	$ 47.25
KIT W. HARRISON, PH.D.	02/15/24	10970	$ 1,800.00
LOWE'S	02/15/24	10971	$ 273.22
MARTINEZ, CHRIS	02/15/24	10954	$ 100.00
MONTGOMERY COUNTY JUVENILE DEPT.	02/15/24	10969	$ 1,800.00
MONTGOMERY COUNTY JUVENILE DEPT.	02/15/24	10966	$ 1,700.00
MUNDY, SHEILA	02/15/24	10988	$ 41.54
MUNDY, SHEILA	02/15/24	10987	$ 14.88
O'BRIEN COUNSELING SERVICES, INC.	02/15/24	10968	$ 800.00
PARR, LARRY	02/15/24	10955	$ 100.00
PERDUE, BRANDON, FIELDER, COLLINS & MOTT, LLP	02/15/24	10957	$ 1,137.81
PERDUE, BRANDON, FIELDER, COLLINS & MOTT, LLP	02/15/24	10958	$ 740.60
PIERCE, CHERYL	02/15/24	10956	$ 102.18
ROCA CLEANING SERVICES	02/15/24	10980	$ 600.00
ROCA CLEANING SERVICES	02/15/24	10979	$ 300.00
SAM HOUSTON STATE UNIVERSITY	02/15/24	10963	$ 75.00
SAM HOUSTON STATE UNIVERSITY	02/15/24	10965	$ 75.00
SHADED REFLECTIONS	02/15/24	10985	$ 400.00
SHERATON AUSTIN GEORGETOWN HOTEL	02/15/24	10962	$ 242.68
SHERATON AUSTIN GEORGETOWN HOTEL	02/15/24	10964	$ 242.68
SPARKLIGHT	02/15/24	10996	$ 210.98
TAX ASSESSOR-COLLECTERS ASSOCIATION	02/15/24	10993	$ 150.00
TAX ASSESSOR-COLLECTERS ASSOCIATION	02/15/24	10992	$ 75.00
VERIZON WIRELESS	02/15/24	10961	$ 151.96
WALLER COUNTY APPRAISAL DISTRICT	02/15/24	10991	$ 183,309.50
WALLER COUNTY PAINT & BODY	02/15/24	10974	$ 85.00
WALLER COUNTY PAINT & BODY	02/15/24	10975	$ 85.00
WILLIAMS SCOTSMAN, INC.	02/15/24	10994	$ 4,237.12
AGUILAR, ALFONSO	02/16/24	11006	$ 200.00
AMG PAINTING & MAILING	02/16/24	10999	$ 272.38
ATRON SOLUTIONS, LLC	02/16/24	11001	$ 14,411.22
BUCKEYE CLEANING CENTER	02/16/24	11004	$ 265.51
BUCKEYE CLEANING CENTER	02/16/24	11005	$ 215.00
FORD, RUSSELL	02/16/24	11000	$ 482.35
INDUSTRIAL SCALE & MEASUREMENT	02/16/24	11002	$ 1,359.09
MAGNESS, MIA	02/16/24	11003	$ 595.00
VERIZON WIRELESS	02/16/24	10998	$ 648.12
ALSCO	02/21/24	11051	$ 72.08
ALSCO, INC.	02/21/24	11050	$ 303.50
AMERICAN PATRIOT INDUSTRIES, INC	02/21/24	11025	$ 1,817.60
CANON FINANCIAL SERVICES, INC.	02/21/24	11026	$ 418.00
CANTRELL, BRIAN	02/21/24	11052	$ 184.31
DEPARTMENT OF INFORMATION RESOURCES TELECOMMUNICATIONS SERVICES DIVISION	02/21/24	11044	$ 461.07
DISTRICT 9 TCAAA	02/21/24	11061	$ 100.00
DOGGETT HEAVY MACHINERY SERVICES	02/21/24	11047	$ 388.53
DOGGETT HEAVY MACHINERY SERVICES	02/21/24	11048	$ 388.53
DOGGETT HEAVY MACHINERY SERVICES	02/21/24	11049	$ 187.90
DOGGETT HEAVY MACHINERY SERVICES	02/21/24	11053	$ 259.45
DOGGETT HEAVY MACHINERY SERVICES	02/21/24	11054	$ 324.38
DOGGETT HEAVY MACHINERY SERVICES	02/21/24	11055	$ 531.72
DOGGETT HEAVY MACHINERY SERVICES	02/21/24	11056	$ 284.29
EDMONDS INSURANCE AGENCY	02/21/24	11058	$ 350.00
EDMONDS INSURANCE AGENCY	02/21/24	11059	$ 50.00
EDMONDS INSURANCE AGENCY	02/21/24	11060	$ 50.00
ENTEC PEST MANAGEMENT	02/21/24	11057	$ 350.00
FATERKOWSKI'S TRANSMISSIONS	02/21/24	11062	$ 5,523.66
FORD, RUSSELL	02/21/24	11037	$ 1,155.02
GREAT SOUTHERN STABILIZED, LLC	02/21/24	11063	$ 4,387.95
GREAT SOUTHERN STABILIZED, LLC	02/21/24	11064	$ 1,109.62
GREAT SOUTHERN STABILIZED, LLC	02/21/24	11065	$ 3,899.36
GREAT SOUTHERN STABILIZED, LLC	02/21/24	11066	$ 3,365.12

Treasurer's Record of Unpaid Claims	As of	2/29/2024	
Vendors	Date Registered	Reg #	Amount Registered
HARRIS COUNTY FLOOD CONTROL DISTRICT	02/21/24	11068	$ 3,500.00
HOUSTON FREIGHTLINER-WESTERN STAR	02/21/24	11067	$ 859.69
IMPACT PROMOTIONAL SERVICES, LLC	02/21/24	11069	$ 991.11
IMPACT PROMOTIONAL SERVICES, LLC	02/21/24	11070	$ 478.96
INDOFF LLC	02/21/24	11071	$ 59.62
MOFFITT SERVICES	02/21/24	11046	$ 4,000.00
NAPA AUTO PARTS	02/21/24	11007	$ 142.21
NAPA AUTO PARTS	02/21/24	11008	$ 210.70
NAPA AUTO PARTS	02/21/24	11009	$ 101.11
NAPA AUTO PARTS	02/21/24	11010	$ 28.98
NAPA AUTO PARTS	02/21/24	11011	$ 128.46
NAPA AUTO PARTS	02/21/24	11012	$ 151.13
NAPA AUTO PARTS	02/21/24	11013	$ 302.26
NAPA AUTO PARTS	02/21/24	11014	$ 66.82
NAPA AUTO PARTS	02/21/24	11015	$ 16.00
NAPA AUTO PARTS	02/21/24	11016	$ 325.04
NAPA AUTO PARTS	02/21/24	11017	$ 524.85
NAPA AUTO PARTS	02/21/24	11018	$ 133.93
NAPA AUTO PARTS	02/21/24	11019	$ 275.88
NAPA AUTO PARTS	02/21/24	11020	$ 319.76
NAPA AUTO PARTS	02/21/24	11021	$ 206.22
NAPA AUTO PARTS	02/21/24	11022	$ 299.94
QUILL CORPORATION	02/21/24	11027	$ 23.49
QUILL CORPORATION	02/21/24	11028	$ 7.83
QUILL CORPORATION	02/21/24	11029	$ 1,729.66
RAINER, LAURIN	02/21/24	11036	$ 176.88
VERIZON WIRELESS	02/21/24	11024	$ 199.99
VITAL, DOMANIQUE	02/21/24	11038	$ 75.98
VITAL, DOMANIQUE	02/21/24	11039	$ 75.98
VITAL, DOMANIQUE	02/21/24	11040	$ 75.98
VITAL, DOMANIQUE	02/21/24	11041	$ 75.98
VITAL, DOMANIQUE	02/21/24	11042	$ 75.98
VITAL, DOMANIQUE	02/21/24	11043	$ 10.21
WALLER COUNTY ASPHALT	02/21/24	11045	$ 6,558.30
ACCENT WIRE-TIE	02/22/24	11116	$ 1,002.80
AMAZON CAPITAL SERVICES	02/22/24	11150	$ 48.56
AMAZON CAPITAL SERVICES	02/22/24	11151	$ 54.72
COLLIER EQUINE VET SERVICE, P.A.	02/22/24	11126	$ 100.00
COOKE, LLOYD	02/22/24	11153	$ 200.00
DIRECT TV	02/22/24	11135	$ 171.23
EAN SERVICES, LLC	02/22/24	11072	$ 165.20
EMBASSY RECORD MANAGEMENT & STORAGE	02/22/24	11168	$ 8,661.00
HARRIS COUNTY ACCOUNTS RECEIVABLE GENERAL	02/22/24	11117	$ 1,206.00
HARRIS COUNTY ACCOUNTS RECEIVABLE GENERAL	02/22/24	11118	$ (2,932.00)
HARRIS COUNTY ACCOUNTS RECEIVABLE GENERAL	02/22/24	11119	$ 2,887.00
HARRIS COUNTY ACCOUNTS RECEIVABLE GENERAL	02/22/24	11120	$ 2,932.00
HENSLEY, DEAN	02/22/24	11073	$ 33.52
HOMETOWN HARDWARE	02/22/24	11074	$ 94.32
IMPACT PROMOTIONAL SERVICES, LLC	02/22/24	11076	$ 1,018.11
IMPACT PROMOTIONAL SERVICES, LLC	02/22/24	11077	$ 708.56
IMPACT PROMOTIONAL SERVICES, LLC	02/22/24	11078	$ 1,140.00
IMPACT PROMOTIONAL SERVICES, LLC	02/22/24	11079	$ 284.20
IMPACT PROMOTIONAL SERVICES, LLC	02/22/24	11080	$ 23.50
INTERSTATE BILLING SERVICE	02/22/24	11124	$ 475.89
JARVIS TIRE AND WHEEL, LLC	02/22/24	11082	$ 1,702.40
KATY PRINTERS	02/22/24	11115	$ 64.80
KYLE OFFICE PRODUCTS	02/22/24	11085	$ 275.00
LAROCHE	02/22/24	11086	$ 11.88
LAROCHE	02/22/24	11156	$ (17.73)
LAROCHE	02/22/24	11157	$ 17.73
MOFFITT SERVICES	02/22/24	11087	$ 4,000.00
NETPROTEC LLC	02/22/24	11075	$ 600.00
ODP BUSINESS SOLUTIONS, LLC	02/22/24	11090	$ 431.98
ODP BUSINESS SOLUTIONS, LLC	02/22/24	11091	$ 425.60
ODP BUSINESS SOLUTIONS, LLC	02/22/24	11092	$ 83.96
ODP BUSINESS SOLUTIONS, LLC	02/22/24	11093	$ 145.67
ODP BUSINESS SOLUTIONS, LLC	02/22/24	11094	$ 6.56
ODP BUSINESS SOLUTIONS, LLC	02/22/24	11095	$ 229.99
ODP BUSINESS SOLUTIONS, LLC	02/22/24	11096	$ 193.99
ODP BUSINESS SOLUTIONS, LLC	02/22/24	11097	$ (194.39)
ODP BUSINESS SOLUTIONS, LLC	02/22/24	11098	$ 135.60
ODP BUSINESS SOLUTIONS, LLC	02/22/24	11099	$ 239.94
ON YOUR WAY STORAGE, LLC	02/22/24	11088	$ 730.45
ON YOUR WAY STORAGE, LLC	02/22/24	11089	$ 498.00

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Vendors	Date Registered	Reg #	Amount Registered
O'REILLY AUTO PARTS	02/22/24	11100	$ 33.92
O'REILLY AUTO PARTS	02/22/24	11101	$ 85.95
O'REILLY AUTO PARTS	02/22/24	11102	$ 225.09
O'REILLY AUTO PARTS	02/22/24	11103	$ 67.51
O'REILLY AUTO PARTS	02/22/24	11104	$ 49.20
O'REILLY AUTO PARTS	02/22/24	11105	$ 6.08
O'REILLY AUTO PARTS	02/22/24	11106	$ 90.07
O'REILLY AUTO PARTS	02/22/24	11107	$ 40.06
O'REILLY AUTO PARTS	02/22/24	11108	$ 10.49
O'REILLY AUTO PARTS	02/22/24	11109	$ 173.97
O'REILLY AUTO PARTS	02/22/24	11110	$ 21.86
O'REILLY AUTO PARTS	02/22/24	11111	$ 17.99
O'REILLY AUTO PARTS	02/22/24	11112	$ 12.79
O'REILLY AUTO PARTS	02/22/24	11113	$ 414.38
O'REILLY AUTO PARTS	02/22/24	11149	$ (22.00)
PETROLEUM TRADERS CORPORATION	02/22/24	11147	$ 19,951.28
PRECISION PRINTING	02/22/24	11114	$ 106.76
PRECISION PRINTING	02/22/24	11121	$ 40.82
PRECISION PRINTING	02/22/24	11122	$ 20.01
PRECISION PRINTING	02/22/24	11123	$ 30.00
QUILL CORPORATION	02/22/24	11127	$ 327.58
SAN BERNARD ELECTRIC CO-OP	02/22/24	11138	$ 1,158.83
SAN BERNARD ELECTRIC CO-OP	02/22/24	11139	$ 513.85
SAN BERNARD ELECTRIC CO-OP	02/22/24	11140	$ 449.72
SAN BERNARD ELECTRIC CO-OP	02/22/24	11141	$ 220.44
SAN BERNARD ELECTRIC CO-OP	02/22/24	11142	$ 322.95
SAN BERNARD ELECTRIC CO-OP	02/22/24	11143	$ 391.14
SAN BERNARD ELECTRIC CO-OP	02/22/24	11144	$ 346.62
SAN BERNARD ELECTRIC CO-OP	02/22/24	11145	$ 12,332.79
SCHMIDT FUNERAL HOME	02/22/24	11136	$ 1,200.00
SIGNARAMA	02/22/24	11125	$ 344.80
SOUTHWEST SOLUTIONS GROUP	02/22/24	11137	$ 23,880.00
SPARKLIGHT	02/22/24	11146	$ 455.93
STEINHAUSER'S	02/22/24	11128	$ 12.25
STEINHAUSER'S	02/22/24	11129	$ 77.00
STEINHAUSER'S	02/22/24	11130	$ 67.99
STEINHAUSER'S	02/22/24	11131	$ 48.99
SUSTAINABLE SECURITY SOLUTIONS INC.	02/22/24	11134	$ 1,281.82
TEXAS ASSOCIATION OF COUNTIES	02/22/24	11083	$ 150.00
TEXAS ASSOCIATION OF COUNTIES	02/22/24	11084	$ 150.00
TEXAS CENTER FOR THE JUDICIARY	02/22/24	11155	$ 75.00
THEANDER & GRIMES	02/22/24	11081	$ 571.00
TRINITY SERVICES GROUP, INC.	02/22/24	11132	$ 4,258.69
TRINITY SERVICES GROUP, INC.	02/22/24	11133	$ 1,725.85
WALLER COUNTY ASPHALT	02/22/24	11167	$ 9,865.80
WALLER COUNTY CHILD WELFARE PROJECT	02/22/24	11158	$ 30,000.00
WALLER COUNTY PAINT & BODY	02/22/24	11159	$ 7.00
WALLER COUNTY PAINT & BODY	02/22/24	11160	$ 7.00
WALLER COUNTY PAINT & BODY	02/22/24	11161	$ 7.00
WALLER COUNTY PAINT & BODY	02/22/24	11162	$ 7.00
WALLER COUNTY PAINT & BODY	02/22/24	11163	$ 7.00
WALLER COUNTY PAINT & BODY	02/22/24	11164	$ 7.00
WALLER COUNTY PAINT & BODY	02/22/24	11165	$ 7.00
WALLER COUNTY PAINT & BODY	02/22/24	11166	$ 85.00
WALLER COUNTY TAX OFFICE	02/22/24	11152	$ 52.50
WARREN, Z'AUNDRIA	02/22/24	11169	$ 218.42
WARREN, Z'AUNDRIA	02/22/24	11170	$ 88.44
WARREN, Z'AUNDRIA	02/22/24	11171	$ 88.44
WARREN, Z'AUNDRIA	02/22/24	11172	$ 121.94
WE BRAND IT PROMOTIONS	02/22/24	11148	$ 49.00
WISNISKI, BRANDON	02/22/24	11154	$ 97.00
AMSLER, JOHN	02/23/24	11205	$ 477.38
BECKENDORFF, JUSTIN	02/23/24	11204	$ 759.94
BIG TEX TRAILER WORLD, INC.	02/23/24	11198	$ 927.00
BIG TEX TRAILER WORLD, INC.	02/23/24	11199	$ 3,072.00
BIG TEX TRAILER WORLD, INC.	02/23/24	11200	$ 315.00
BIG TEX TRAILER WORLD, INC.	02/23/24	11201	$ 2,249.00
CASA FOR KIDS	02/23/24	11182	$ 742.00
DUHON, TREY	02/23/24	11203	$ 504.94
GONZALEZ, STEFANIE M.	02/23/24	11183	$ 2,557.50
GONZALEZ, STEFANIE M.	02/23/24	11184	$ 345.00
GONZALEZ, STEFANIE M.	02/23/24	11185	$ 270.00
GONZALEZ, STEFANIE M.	02/23/24	11186	$ 1,102.50
GONZALEZ, STEFANIE M.	02/23/24	11187	$ 150.00

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GONZALEZ, STEFANIE M.	02/23/24	11188	$ 862.50
GREAT SOUTHERN STABILIZED, LLC	02/23/24	11206	$ 6,053.11
GREAT SOUTHERN STABILIZED, LLC	02/23/24	11207	$ 1,676.28
GREAT SOUTHERN STABILIZED, LLC	02/23/24	11208	$ 562.13
GREAT SOUTHERN STABILIZED, LLC	02/23/24	11209	$ 4,972.38
GREAT WOLF LODGE GRAPEVINE	02/23/24	11179	$ 754.84
HARLE, JOHN B.	02/23/24	11189	$ 675.00
HOMETOWN HARDWARE	02/23/24	11196	$ 72.57
HOMETOWN HARDWARE	02/23/24	11202	$ 7.96
INNOVATIVE COMMUNICATION SYSTEMS	02/23/24	11190	$ 437.50
JONES, CINDY	02/23/24	11177	$ 314.10
KATY TIMES	02/23/24	11192	$ 257.25
KATY TIMES	02/23/24	11193	$ 257.25
KATY TIMES	02/23/24	11194	$ 257.25
KATY TIMES	02/23/24	11195	$ 257.25
SAM HOUSTON STATE UNIVERSITY-CMIT	02/23/24	11178	$ 290.00
TEXAS COMMUNICATIONS OF BRYAN	02/23/24	11176	$ 1,397.40
TEXAS PARKS AND WILDLIFE, S. HOUSTON LAW ENFORCEMENT OFFICE	02/23/24	11173	$ 1,467.95
TEXAS PARKS AND WILDLIFE, S. HOUSTON LAW ENFORCEMENT OFFICE	02/23/24	11174	$ 170.85
TOSHIBA FINANCIAL SERVICES	02/23/24	11175	$ 186.16
WALLER CCWBC, INC. (W)	02/23/24	11181	$ 120.00
WALLER COUNTY TRACTOR LLC	02/23/24	11197	$ 314.00
WITTENBURG PRINTING	02/23/24	11191	$ 918.00
ALSCO	02/26/24	11215	$ 71.08
APPEL FORD MERCURY	02/26/24	11229	$ 1,813.95
APPEL FORD MERCURY	02/26/24	11230	$ 161.57
APPEL FORD MERCURY	02/26/24	11231	$ 161.57
APPEL FORD MERCURY	02/26/24	11232	$ 69.33
APPEL FORD MERCURY	02/26/24	11254	$ 1,554.76
AT&T MOBILITY	02/26/24	11260	$ 132.18
C&G WHOLESALE	02/26/24	11216	$ 774.75
C&G WHOLESALE	02/26/24	11217	$ 240.92
C&G WHOLESALE	02/26/24	11218	$ 207.96
C&G WHOLESALE	02/26/24	11219	$ 129.95
C&G WHOLESALE	02/26/24	11220	$ 3,432.00
C&G WHOLESALE	02/26/24	11221	$ 192.91
C&G WHOLESALE	02/26/24	11222	$ 237.79
C&G WHOLESALE	02/26/24	11223	$ 51.96
C&G WHOLESALE	02/26/24	11224	$ 15.98
C&G WHOLESALE	02/26/24	11225	$ 8.97
C&G WHOLESALE	02/26/24	11226	$ 2,403.24
ENTEC PEST MANAGEMENT	02/26/24	11258	$ 75.00
HOMETOWN HARDWARE	02/26/24	11210	$ 25.72
HOMETOWN HARDWARE	02/26/24	11240	$ 325.39
HOMETOWN HARDWARE	02/26/24	11241	$ 24.43
HOMETOWN HARDWARE	02/26/24	11242	$ 19.99
HOMETOWN HARDWARE	02/26/24	11243	$ 117.96
HOMETOWN HARDWARE	02/26/24	11244	$ 129.87
JARVIS TIRE AND WHEEL, LLC	02/26/24	11251	$ 710.40
JARVIS TIRE AND WHEEL, LLC	02/26/24	11252	$ 2,655.72
LAROCHE	02/26/24	11253	$ 83.10
MARINO, BRENDA	02/26/24	11238	$ 57.88
NAPA AUTO PARTS	02/26/24	11245	$ 79.24
NAPA AUTO PARTS	02/26/24	11246	$ 59.45
NAPA AUTO PARTS	02/26/24	11247	$ 81.88
NAPA AUTO PARTS	02/26/24	11248	$ 153.60
NORTHERN SAFETY CO., INC.	02/26/24	11236	$ 99.90
ODP BUSINESS SOLUTIONS, LLC	02/26/24	11263	$ 107.97
ODP BUSINESS SOLUTIONS, LLC	02/26/24	11264	$ 143.96
ODP BUSINESS SOLUTIONS, LLC	02/26/24	11265	$ 425.94
ODP BUSINESS SOLUTIONS, LLC	02/26/24	11266	$ 897.00
ODP BUSINESS SOLUTIONS, LLC	02/26/24	11267	$ 1,185.00
ODP BUSINESS SOLUTIONS, LLC	02/26/24	11268	$ 43.92
ODP BUSINESS SOLUTIONS, LLC	02/26/24	11269	$ 1,063.38
ODP BUSINESS SOLUTIONS, LLC	02/26/24	11270	$ 123.99
ODP BUSINESS SOLUTIONS, LLC	02/26/24	11271	$ 403.91
PITNEY BOWES INC.	02/26/24	11262	$ 141.00
QUILL CORPORATION	02/26/24	11212	$ 22.02
QUILL CORPORATION	02/26/24	11213	$ 163.80
QUILL CORPORATION	02/26/24	11214	$ 34.84
QUILL CORPORATION	02/26/24	11233	$ 127.29
REPUBLIC SERVICES #473	02/26/24	11257	$ 615.27
SPARKLIGHT	02/26/24	11239	$ 254.18
STEINHAUSER'S	02/26/24	11234	$ 9.49

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STEINHAUSER'S	02/26/24	11235	$ 1.46
STEVENSON ENTERPRISES	02/26/24	11261	$ 603.46
TRINITY SERVICES GROUP, INC.	02/26/24	11249	$ 4,434.26
TRINITY SERVICES GROUP, INC.	02/26/24	11250	$ 185.19
VERIZON WIRELESS	02/26/24	11259	$ 299.00
WALLER COUNTY ASPHALT	02/26/24	11211	$ 12,962.25
WALLER COUNTY PAINT & BODY	02/26/24	11227	$ 389.71
WALLER COUNTY PAINT & BODY	02/26/24	11228	$ 7.00
WILEY, ROBYN S.	02/26/24	11255	$ 79.46
WILEY, ROBYN S.	02/26/24	11256	$ 39.73
WOOLSEY, KAREN	02/26/24	11237	$ 107.20
APPEL FORD MERCURY	02/27/24	11285	$ 95.48
APPEL FORD MERCURY	02/27/24	11286	$ 1,882.65
APPEL FORD MERCURY	02/27/24	11287	$ 135.17
APPEL FORD MERCURY	02/27/24	11288	$ 496.63
APPEL FORD MERCURY	02/27/24	11289	$ 999.05
APPEL FORD MERCURY	02/27/24	11290	$ 400.22
APPEL FORD MERCURY	02/27/24	11291	$ 472.75
APPEL FORD MERCURY	02/27/24	11292	$ 996.14
AT&T	02/27/24	11313	$ 43.80
AUSTIN COUNTY GLASS	02/27/24	11273	$ 642.00
CAPITAL ONE	02/27/24	11312	$ 1,705.92
CARMEN P. TURNER, MPA, PCC, CTOP FORT BEND COUNTY TAX ASSESSOR COLLECTOR	02/27/24	11293	$ 0.25
CASA FOR KIDS	02/27/24	11283	$ 80.00
CONSOLIDATED COMMUNICATIONS	02/27/24	11299	$ 58.70
DEMCO INC	02/27/24	11295	$ 453.36
HARRIS COUNTY ACCOUNTS RECEIVABLE GENERAL	02/27/24	11284	$ 2,887.00
HART INTERCIVIC, INC.	02/27/24	11311	$ 6,727.00
HD SUPPLY FACILITIES MAINTENCE, LTD.	02/27/24	11276	$ 4,618.74
HD SUPPLY FACILITIES MAINTENCE, LTD.	02/27/24	11277	$ 89.90
HD SUPPLY FACILITIES MAINTENCE, LTD.	02/27/24	11278	$ 676.55
HOMETOWN HARDWARE	02/27/24	11294	$ 94.95
INGRAM LIBRARY SERVICES	02/27/24	11300	$ 15.90
INGRAM LIBRARY SERVICES	02/27/24	11301	$ 46.63
INGRAM LIBRARY SERVICES	02/27/24	11302	$ 137.74
INGRAM LIBRARY SERVICES	02/27/24	11303	$ 545.17
INGRAM LIBRARY SERVICES	02/27/24	11304	$ 34.96
INGRAM LIBRARY SERVICES	02/27/24	11305	$ 657.32
KYLE OFFICE PRODUCTS	02/27/24	11296	$ 155.25
PECHUKAS, ROBERT	02/27/24	11308	$ 326.26
RICOH USA, INC.	02/27/24	11306	$ 780.72
SAN BERNARD ELECTRIC CO-OP	02/27/24	11272	$ 586.61
TEXAS DIV. OF EMERGENCY MANAGEMENT	02/27/24	11309	$ 300.00
TEXAS DIV. OF EMERGENCY MANAGEMENT	02/27/24	11310	$ 300.00
THE TEXAS DISTRICT AND COUNTY ATTORNEYS ASSOCIATION	02/27/24	11274	$ 1,480.00
TRINICOM COMMUNICATIONS, LLC	02/27/24	11279	$ 243.46
TRINICOM COMMUNICATIONS, LLC	02/27/24	11280	$ 131.99
TRINICOM COMMUNICATIONS, LLC	02/27/24	11281	$ 45.68
ULINE SHIPPING SUPPLY	02/27/24	11275	$ 4,007.51
WALLER COUNTY CHILD WELFARE CLINIC	02/27/24	11282	$ 120.00
WE BRAND IT PROMOTIONS	02/27/24	11307	$ 100.00
AT&T	02/28/24	11314	$ 1,466.30
AT&T	02/28/24	11315	$ 90.00
AXON ENTERPRISE, INC.	02/28/24	11327	$ 2,880.75
BARRON, ADLER, CLOUGH & ODDO CLIENT TRUST ACCOUNT	02/28/24	11316	$ 269,754.00
DUHON, TREY	02/28/24	11335	$ 154.73
ED'S FIREARMS LAW ENFORCEMENT SUPPLY DEPOT	02/28/24	11333	$ 1,350.00
FINGERPRINT AMERICA	02/28/24	11334	$ 1,580.00
HOMETOWN HARDWARE	02/28/24	11331	$ 38.96
KIMBALL MIDWEST	02/28/24	11317	$ 1,618.90
QUALIFICATION TARGETS INC.	02/28/24	11330	$ 162.78
QUILL CORPORATION	02/28/24	11326	$ 374.98
SIRCHIE ACQUISITION COMPANY, LLC	02/28/24	11328	$ 61.56
SIRCHIE ACQUISITION COMPANY, LLC	02/28/24	11329	$ 964.65
STEINHAUSER'S	02/28/24	11324	$ 61.23
U.S BANK VOYAGER FLEET SYSTEMS	02/28/24	11332	$ 35,535.79
WALLER COUNTY FEED	02/28/24	11325	$ 48.99
XEROX CORPORATION	02/28/24	11318	$ 247.47
XEROX CORPORATION	02/28/24	11319	$ 259.58
XEROX CORPORATION	02/28/24	11320	$ 213.36
XEROX CORPORATION	02/28/24	11321	$ 348.74
XEROX CORPORATION	02/28/24	11322	$ 289.48
XEROX CORPORATION	02/28/24	11323	$ 229.52
CHAMPION RANCHERS CONSTRUCTION	02/29/24	11338	$ 23,079.80

Treasurer's Record of Unpaid Claims	As of	2/29/2024	
Vendors	Date Registered	Reg #	Amount Registered
CONSOLIDATED COMMUNICATIONS	02/29/24	11337	$ 149.04
ENTEC PEST MANAGEMENT	02/29/24	11343	$ 425.00
FORT BEND COUNTY	02/29/24	11342	$ 1,950.00
HOMETOWN HARDWARE	02/29/24	11340	$ 108.93
QUILL CORPORATION	02/29/24	11336	$ 294.98
SCHMIDT FUNERAL HOME	02/29/24	11339	$ 1,100.00
THE WALLER TIMES	02/29/24	11344	$ 180.62
TRACK GROUP	02/29/24	11341	$ 339.00
TOTAL UNPAID			**$ 2,247,313.23**

Waller County, TX

Detail Register
Payroll Summary

Packet: PYPKT03397 - 03/22/24 PR
Payroll Set: 01 - Waller County, TX

Pay Period: 03/03/2024 - 03/16/2024

Males Paid:	213
Females Paid:	163
Total Employees:	376

Total Direct Deposits:	594,280.28
Total Check Amounts:	9,867.47

EARNINGS

Pay Code	Units	Pay Amount
Cell	0.00	465.00
Cert Pay	0.00	15,051.73
Cert Pay Bilingual	0.00	5,247.50
Cert Pay FTO/K9	0.00	1,050.00
CT	563.63	14,647.25
H	22,540.75	590,078.83
Hol	790.60	21,207.05
Inclement Weather	125.85	3,507.50
Leave W/O Pay	8.00	0.00
OT	38.00	1,455.71
PT-H	668.50	12,299.86
Reimb	0.00	101.52
Sal	325.00	92,540.23
Sal - No UI Tax	4.00	2,386.08
Sal - Sup	1.00	11,030.95
Sal-Other	3.00	3,169.91
Sick	944.60	24,549.03
STEP CMV	16.00	833.71
STEP Comp	6.00	319.41
Task Force OT Hours	32.00	1,445.98
Travel	0.00	3,013.02
Vac	1,281.07	34,904.71
Total:	27,348.00	839,304.98

BENEFITS

Pay Code	Units	Pay Amount
CE	150.41	0.00
CE- Straight	109.25	0.00
GTL Taxable Benefit	0.00	903.17
Vehicle Taxable	86.00	258.00
Total:	345.66	1,161.17

TAXES

Code	Subject To	Employee	Employer
Fed W/H	739,252.15	59,910.42	0.00
FICA	802,488.21	49,754.28	49,754.28
Medicare	802,488.21	11,636.10	11,636.10
Unemployment	760,458.89	0.00	1,216.59
Total:	121,300.80	62,606.97	

DEDUCTIONS

Code	Subject To	Employee	Employer
Ch 13 Wage Ded 2	0.00	902.31	0.00
Child Support 1	0.00	4,630.14	0.00
Child Support 2	0.00	953.30	0.00
Child Support 4	0.00	36.92	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	49.10	0.00
Dental Ins After Tax	0.00	98.20	0.00
Dental-CAF	0.00	3,044.20	152.50
Dental-Grant 228	0.00	0.00	0.00
Dental-Grant 318-578	0.00	0.00	0.00
Dental-Grant 318-592	0.00	0.00	0.00
Health CAF 125-685	0.00	351.08	0.00
Health Ins After Tax	0.00	809.66	0.00
Health-CAF	0.00	27,210.86	6,575.28
Health-Grant 228	0.00	37.54	0.00
Health-Grant 318-578	0.00	100.46	0.00
Health-Grant 318-592	0.00	37.54	0.00
Ins Adj-Dental CAF	0.00	-49.10	-30.50
Ins Adj-Health CAF	0.00	-545.44	-1,887.76
Ins Adj-Life A/Tax	0.00	-2.19	-5.08
Ins Adj-VTL A/Tax	0.00	-30.00	0.00
Ins-Adj-Vision CAF	0.00	-13.52	0.00
Life	0.00	166.78	15.24
Life-125-685	0.00	1.09	0.00
Life-Grant 228	0.00	0.00	0.00
Life-Grant 318-578	0.00	1.09	0.00
Life-Grant 318-592	0.00	0.00	0.00

DEDUCTIONS

Code	Subject To	Employee	Employer
MASA	0.00	818.25	0.00
MRP	0.00	3,067.00	0.00
NFC	0.00	79.50	0.00
NFC-CAF	0.00	3,888.90	0.00
Ret-GTL	833,384.64	0.00	2,000.01
Retirement	833,384.64	58,337.06	92,089.12
Valic	0.00	4,899.00	0.00
Vision CAF 125-685	0.00	2.29	0.00
Vision Ins After Tax	0.00	40.69	0.00
Vision-CAF	0.00	790.16	0.00
Vision-Grant 228	0.00	2.29	0.00
Vision-Grant 318-578	0.00	2.29	0.00
Vision-Grant 318-592	0.00	2.29	0.00
Voluntary Term Life	0.00	3,803.73	0.00
	Total:	113,856.43	98,908.81

RECAP 01 - Waller County, TX

Earnings:	839,304.98	Benefits:	1,161.17	Deductions:	113,856.43	Taxes:	121,300.80	Net Pay:	604,147.75

Waller County, TX

Payable Register
Payable Detail by Vendor Name
Packet: APPKT06189 - PYPKT03397 - 03/22/24 PR

Payable # / Payable Description	Payable Type / Bank Code	Post Date	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
Vendor: 13586 - MEDICAL AIR SERVICES ASSOCIATION, INC.									**Vendor Total:**	**818.25**
INV0008199 Payroll Deduction	Invoice APBNK - APBNK	3/22/2024	3/22/2024	3/31/2024	3/22/2024 No	818.25	0.00	0.00	0.00	818.25

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction	N/A	0.00	0.00	818.25	0.00	0.00	0.00	818.25

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111450	MASA		818.25	0%

Vendor: 17861 - MICHIGAN STATE DISBURSEMENT UNIT									**Vendor Total:**	**132.18**
INV0008212 Tyshawn Bibbs Order ID 2010248223	Invoice APBNK - APBNK	3/22/2024	3/22/2024	3/22/2024	3/22/2024 No	132.18	0.00	0.00	0.00	132.18

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child support - Payroll Deduction	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**
INV0008186 Gregory Fowlkes	Invoice APBNK - APBNK	3/22/2024	3/22/2024	3/22/2024	3/22/2024 No	200.78	0.00	0.00	0.00	200.78

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child support - Payroll Deduction	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: 05440 - NATIONAL FAMILY CARE LIFE INSURANCE CO									**Vendor Total:**	**3,968.40**
INV0008200 Payroll Deduction	Invoice APBNK - APBNK	3/22/2024	3/22/2024	3/31/2024	3/22/2024 No	79.50	0.00	0.00	0.00	79.50

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction	N/A	0.00	0.00	79.50	0.00	0.00	0.00	79.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111601	NFC		79.50	0%

INV0008201 Payroll Deduction	Invoice APBNK - APBNK	3/22/2024	3/22/2024	3/31/2024	3/22/2024 No	3,888.90	0.00	0.00	0.00	3,888.90

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction	N/A	0.00	0.00	3,888.90	0.00	0.00	0.00	3,888.90

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111302	NFC/Cafeteria		3,888.90	0%

Vendor: 07548 - TAC HEBP									**Vendor Total:**	**40,730.77**
CM0000640 BCBS invoice	Credit Memo APBNK - APBNK	3/22/2024	3/22/2024	3/31/2024	3/22/2024 No	-79.60	0.00	0.00	0.00	-79.60

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	-79.60	0.00	0.00	0.00	-79.60

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		-79.60	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
CM0000641	Credit Memo	3/22/2024	3/22/2024	3/31/2024	3/22/2024	-2,433.20	0.00	0.00	0.00	-2,433.20
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	-2,433.20	0.00	0.00	0.00	-2,433.20

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		-2,433.20	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
CM0000642	Credit Memo	3/22/2024	3/22/2024	3/31/2024	3/22/2024	-7.27	0.00	0.00	0.00	-7.27
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	-7.27	0.00	0.00	0.00	-7.27

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		-7.27	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
CM0000643	Credit Memo	3/22/2024	3/22/2024	3/31/2024	3/22/2024	-30.00	0.00	0.00	0.00	-30.00
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	-30.00	0.00	0.00	0.00	-30.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		-30.00	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
CM0000644	Credit Memo	3/22/2024	3/22/2024	3/31/2024	3/22/2024	-13.52	0.00	0.00	0.00	-13.52
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	-13.52	0.00	0.00	0.00	-13.52

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		-13.52	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008187	Invoice	3/22/2024	3/22/2024	3/31/2024	3/22/2024	49.10	0.00	0.00	0.00	49.10
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	49.10	0.00	0.00	0.00	49.10

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		49.10	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008188	Invoice	3/22/2024	3/22/2024	3/31/2024	3/22/2024	98.20	0.00	0.00	0.00	98.20
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	98.20	0.00	0.00	0.00	98.20

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		98.20	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008189	Invoice	3/22/2024	3/22/2024	3/31/2024	3/22/2024	3,196.70	0.00	0.00	0.00	3,196.70
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	3,196.70	0.00	0.00	0.00	3,196.70

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		3,196.70	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008190	Invoice	3/22/2024	3/22/2024	3/31/2024	3/22/2024	351.08	0.00	0.00	0.00	351.08
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	351.08	0.00	0.00	0.00	351.08

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		351.08	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008191	Invoice	3/22/2024	3/22/2024	3/31/2024	3/22/2024	809.66	0.00	0.00	0.00	809.66
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	809.66	0.00	0.00	0.00	809.66

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		809.66	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008192	Invoice	3/22/2024	3/22/2024	3/31/2024	3/22/2024	33,786.14	0.00	0.00	0.00	33,786.14
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	33,786.14	0.00	0.00	0.00	33,786.14

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		33,786.14	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008193	Invoice	3/22/2024	3/22/2024	3/31/2024	3/22/2024	37.54	0.00	0.00	0.00	37.54
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	37.54	0.00	0.00	0.00	37.54

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		37.54	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008194	Invoice	3/22/2024	3/22/2024	3/31/2024	3/22/2024	100.46	0.00	0.00	0.00	100.46
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	100.46	0.00	0.00	0.00	100.46

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		100.46	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008195	Invoice	3/22/2024	3/22/2024	3/31/2024	3/22/2024	37.54	0.00	0.00	0.00	37.54
BCBS Invoice	APBNK - APBNK				No					

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	37.54	0.00	0.00	0.00	37.54

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		37.54	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008196	Invoice	3/22/2024	3/22/2024	3/31/2024	3/22/2024	182.02	0.00	0.00	0.00	182.02
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	182.02	0.00	0.00	0.00	182.02

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		182.02	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008197	Invoice	3/22/2024	3/22/2024	3/31/2024	3/22/2024	1.09	0.00	0.00	0.00	1.09
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	1.09	0.00	0.00	0.00	1.09

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		1.09	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008198	Invoice	3/22/2024	3/22/2024	3/31/2024	3/22/2024	1.09	0.00	0.00	0.00	1.09
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	1.09	0.00	0.00	0.00	1.09

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		1.09	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008205	Invoice	3/22/2024	3/22/2024	3/31/2024	3/22/2024	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%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008206	Invoice	3/22/2024	3/22/2024	3/31/2024	3/22/2024	40.69	0.00	0.00	0.00	40.69
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	40.69	0.00	0.00	0.00	40.69

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		40.69	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008207	Invoice	3/22/2024	3/22/2024	3/31/2024	3/22/2024	790.16	0.00	0.00	0.00	790.16
BCBS Invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Invoice	N/A	0.00	0.00	790.16	0.00	0.00	0.00	790.16

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111301	Medical Insurance/Cafeteria		790.16	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008208	Invoice	3/22/2024	3/22/2024	3/31/2024	3/22/2024	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%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008209	Invoice	3/22/2024	3/22/2024	3/31/2024	3/22/2024	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%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008210	Invoice	3/22/2024	3/22/2024	3/31/2024	3/22/2024	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%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008211	Invoice	3/22/2024	3/22/2024	3/31/2024	3/22/2024	3,803.73	0.00	0.00	0.00	3,803.73
BCBS invoice	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS invoice	N/A	0.00	0.00	3,803.73	0.00	0.00	0.00	3,803.73

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		3,803.73	0%

Vendor: 07551 - TEXAS ASSOCIATION OF COUNTIES **Vendor Total: 1,216.59**

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008216	Invoice	3/22/2024	3/22/2024	3/31/2024	3/22/2024	1,216.59	0.00	0.00	0.00	1,216.59
Quarterly unemployment	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Quarterly unemployment	N/A	0.00	0.00	1,216.59	0.00	0.00	0.00	1,216.59

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-200-112900	Accounts Payable		1,216.59	0%

Vendor: 12759 - WILLIAM E. HEITKAMP, CHAPTER 13 TRUSTEE **Vendor Total: 902.31**

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0008182	Invoice	3/22/2024	3/22/2024	3/22/2024	3/22/2024	902.31	0.00	0.00	0.00	902.31
Cary D. Gray Re: Case # 23-32932-H3-13	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Chapter 13 Wage Deduction	N/A	0.00	0.00	902.31	0.00	0.00	0.00	902.31

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		902.31	0%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Credit Memo	5	-2,563.59	0.00	0.00	0.00	-2,563.59	0.00	-2,563.59
Invoice	26	50,532.87	0.00	0.00	0.00	50,532.87	0.00	50,532.87
	Grand Total:	**47,969.28**	**0.00**	**0.00**	**0.00**	**47,969.28**	**0.00**	**47,969.28**

Account Summary

Account	Name		Amount
999-200-112900	Accounts Payable		1,216.59
999-203-111200	Medical Insurance		4,899.21
999-203-111301	Medical Insurance/Cafeteria		35,831.56
999-203-111302	NFC/Cafeteria		3,888.90
999-203-111450	MASA		818.25
999-203-111500	Wage Garnishment		1,235.27
999-203-111601	NFC		79.50
		Total:	**47,969.28**

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:**	**182,691.18**
INV0008213	Invoice	3/22/2024	3/22/2024	3/22/2024	3/22/2024	23,272.20	0.00	0.00	0.00	23,272.20
941 Medicare Withholdings	APBNK - APBNK				No	**Payment Date:** 3/22/2024			**Bank Draft:**	DFT0004057
Items										
Item Description	**Commodity**			**Units**	**Price**	**Amount**	**Tax**	**Shipping**	**Discount**	**Total**
941 Medicare Withholdings	N/A			0.00	0.00	23,272.20	0.00	0.00	0.00	23,272.20
Distributions										
Account Number	**Account Name**			**Project Account Key**		**Amount**	**Percent**			
999-203-110100	FICA Payable					23,272.20	0%			
INV0008214	Invoice	3/22/2024	3/22/2024	3/22/2024	3/22/2024	99,508.56	0.00	0.00	0.00	99,508.56
941 Social Security Withhelds	APBNK - APBNK				No	**Payment Date:** 3/22/2024			**Bank Draft:**	DFT0004058
Items										
Item Description	**Commodity**			**Units**	**Price**	**Amount**	**Tax**	**Shipping**	**Discount**	**Total**
941 Social Security Withhelds	N/A			0.00	0.00	99,508.56	0.00	0.00	0.00	99,508.56
Distributions										
Account Number	**Account Name**			**Project Account Key**		**Amount**	**Percent**			
999-203-110100	FICA Payable					99,508.56	0%			
INV0008215	Invoice	3/22/2024	3/22/2024	3/22/2024	3/22/2024	59,910.42	0.00	0.00	0.00	59,910.42
941 Federal Withholding	APBNK - APBNK				No	**Payment Date:** 3/22/2024			**Bank Draft:**	DFT0004059
Items										
Item Description	**Commodity**			**Units**	**Price**	**Amount**	**Tax**	**Shipping**	**Discount**	**Total**
941 Federal Withholding	N/A			0.00	0.00	59,910.42	0.00	0.00	0.00	59,910.42
Distributions										
Account Number	**Account Name**			**Project Account Key**		**Amount**	**Percent**			
999-203-110200	FIT Payable					59,910.42	0%			
Vendor: 07740 - TEXAS COUNTY AND DISTRICT RETIREMENT SYSTEM									**Vendor Total:**	**152,426.19**
INV0008202	Invoice	3/22/2024	3/22/2024	3/31/2024	3/22/2024	2,000.01	0.00	0.00	0.00	2,000.01
Payroll Deduction/Contributions	APBNK - APBNK				No	**Payment Date:** 3/31/2024			**Bank Draft:**	DFT0004054
Items										
Item Description	**Commodity**			**Units**	**Price**	**Amount**	**Tax**	**Shipping**	**Discount**	**Total**
Payroll Deduction/Contributions	N/A			0.00	0.00	2,000.01	0.00	0.00	0.00	2,000.01
Distributions										
Account Number	**Account Name**			**Project Account Key**		**Amount**	**Percent**			
999-203-111401	Retirement TCDRS					2,000.01	0%			
INV0008203	Invoice	3/22/2024	3/22/2024	3/31/2024	3/22/2024	150,426.18	0.00	0.00	0.00	150,426.18
Payroll Deduction/Contributions	APBNK - APBNK				No	**Payment Date:** 3/31/2024			**Bank Draft:**	DFT0004055
Items										
Item Description	**Commodity**			**Units**	**Price**	**Amount**	**Tax**	**Shipping**	**Discount**	**Total**
Payroll Deduction/Contributions	N/A			0.00	0.00	150,426.18	0.00	0.00	0.00	150,426.18
Distributions										
Account Number	**Account Name**			**Project Account Key**		**Amount**	**Percent**			
999-203-111401	Retirement TCDRS					150,426.18	0%			
Vendor: 01484 - TEXAS STATE DISBURSEMENT UNIT									**Vendor Total:**	**5,620.36**
INV0008183	Invoice	3/22/2024	3/22/2024	3/22/2024	3/22/2024	4,630.14	0.00	0.00	0.00	4,630.14
Child support - Payroll Deduction	APBNK - APBNK				No	**Payment Date:** 3/22/2024			**Bank Draft:**	DFT0004051

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	4,630.14	0.00	0.00	0.00	4,630.14

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		4,630.14	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008184	Invoice	3/22/2024	3/22/2024	3/22/2024	3/22/2024	953.30	0.00	0.00	0.00	953.30
Child Support - Payroll Deduction	APBNK - APBNK				No	Payment Date: 3/22/2024			Bank Draft:	DFT0004052

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child Support - Payroll Deduction	N/A	0.00	0.00	953.30	0.00	0.00	0.00	953.30

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		953.30	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008185	Invoice	3/22/2024	3/22/2024	3/22/2024	3/22/2024	36.92	0.00	0.00	0.00	36.92
Child Support - Payroll Deduction	APBNK - APBNK				No	Payment Date: 3/22/2024			Bank Draft:	DFT0004053

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Child Support - Payroll Deduction	N/A	0.00	0.00	36.92	0.00	0.00	0.00	36.92

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111500	Wage Garnishment		36.92	0%

Vendor: 08160 - VARIABLE ANNUITY LIFE INS. **Vendor Total: 4,899.00**

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0008204	Invoice	3/22/2024	3/22/2024	3/22/2024	3/22/2024	4,899.00	0.00	0.00	0.00	4,899.00
Payroll Deductions	APBNK - APBNK				No	Payment Date: 3/22/2024			Bank Draft:	DFT0004056

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deductions	N/A	0.00	0.00	4,899.00	0.00	0.00	0.00	4,899.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-112000	VALIC		4,899.00	0%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	9	345,636.73	0.00	0.00	0.00	345,636.73	345,636.73	0.00
	Grand Total:	**345,636.73**	**0.00**	**0.00**	**0.00**	**345,636.73**	**345,636.73**	**0.00**

Account Summary

Account	Name	Amount
999-203-110100	FICA Payable	122,780.76
999-203-110200	FIT Payable	59,910.42
999-203-111401	Retirement TCDRS	152,426.19
999-203-111500	Wage Garnishment	5,620.36
999-203-112000	VALIC	4,899.00
	Total:	**345,636.73**

Waller County, TX

Detail Register
Payroll Summary

Packet: PYPKT03390 - 03/21/24 Election PR
Payroll Set: 01 - Waller County, TX

Pay Period: 02/20/2024 - 03/12/2024

		Males Paid:	19
Total Direct Deposits:	0.00	**Females Paid:**	49
Total Check Amounts:	53,738.21	**Total Employees:**	68

EARNINGS

Pay Code	Units	Pay Amount
Elect-Worker	0.00	62,035.01
Total:	0.00	62,035.01

TAXES

Code	Subject To	Employee	Employer
Fed W/H	62,035.01	3,551.11	0.00
FICA	62,035.01	3,846.19	3,846.19
Medicare	62,035.01	899.50	899.50
Total:		8,296.80	4,745.69

RECAP 01 - Waller County, TX

Earnings:	62,035.01	Benefits:	0.00	Deductions:	0.00	Taxes:	8,296.80	Net Pay:	53,738.21



Waller County, TX

Detail Register

Payroll Summary

Packet: PYPKT03400 - 03/21/24 Election PR - Correct spelling of name
Payroll Set: 01 - Waller County, TX

Pay Period: 02/20/2024 - 03/12/2024

		Males Paid:	0
Total Direct Deposits:	0.00	**Females Paid:**	1
Total Check Amounts:	0.00	**Total Employees:**	1

EARNINGS

Pay Code	Units	Pay Amount
Elect-Worker	0.00	0.00
Total:	0.00	0.00

TAXES

Code	Subject To	Employee	Employer
Fed W/H	0.00	0.00	0.00
FICA	0.00	0.00	0.00
Medicare	0.00	0.00	0.00
Total:	0.00	0.00	0.00

RECAP 01 - Waller County, TX

Earnings:	0.00	Benefits:	0.00	Deductions:	0.00	Taxes:	0.00	Net Pay:	0.00

Payable Register

Payable Detail by Vendor Name

Packet: APPKT06186 - PYPKT03390 - 03/21/24 Election 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:**	**13,042.49**
INV0008179	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	1,799.00	0.00	0.00	0.00	1,799.00
941 Medicare Withholdings	APBNK - APBNK				No	**Payment Date:** 3/21/2024			**Bank Draft:**	DFT0004046

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Medicare Withholdings	N/A	0.00	0.00	1,799.00	0.00	0.00	0.00	1,799.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110100	FICA Payable		1,799.00	0%

INV0008180	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	7,692.38	0.00	0.00	0.00	7,692.38
941 Social Security Withhelds	APBNK - APBNK				No	**Payment Date:** 3/21/2024			**Bank Draft:**	DFT0004047

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Social Security Withhelds	N/A	0.00	0.00	7,692.38	0.00	0.00	0.00	7,692.38

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110100	FICA Payable		7,692.38	0%

INV0008181	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	3,551.11	0.00	0.00	0.00	3,551.11
941 Federal Withholding	APBNK - APBNK				No	**Payment Date:** 3/21/2024			**Bank Draft:**	DFT0004048

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Federal Withholding	N/A	0.00	0.00	3,551.11	0.00	0.00	0.00	3,551.11

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110200	FIT Payable		3,551.11	0%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	3	13,042.49	0.00	0.00	0.00	13,042.49	13,042.49	0.00
	Grand Total:	**13,042.49**	**0.00**	**0.00**	**0.00**	**13,042.49**	**13,042.49**	**0.00**

Account Summary

Account	Name		Amount
999-203-110100	FICA Payable		9,491.38
999-203-110200	FIT Payable		3,551.11
		Total:	**13,042.49**

Waller County, TX

Payable Register

Payable Detail by Vendor Name

Packet: APPKT02694 - 03/31/24 RET INS

Payable # / Payable Description	Payable Type	Post Date / Bank Code	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
Vendor: 18425 - AMWINS GROUP BENEFITS									**Vendor Total:**	**20,700.00**
Apr 2024	Invoice	4/1/2024	4/1/2024	4/1/2024	4/1/2024	20,700.00	0.00	0.00	0.00	20,700.00
County Portion Apr 2024		APBNK - APBNK			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
County Portion Apr 2024	N/A	0.00	0.00	20,700.00	0.00	0.00	0.00	20,700.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
125-685-520303	Health Insurance		20,700.00	100.00%

Vendor: 07548 - TAC HEBP									**Vendor Total:**	**20,951.84**
Apr 2024 County	Invoice	4/1/2024	4/1/2024	4/1/2024	4/1/2024	15,293.70	0.00	0.00	0.00	15,293.70
BCBS Co Portion Ret Prem Apr 2024		APBNK - APBNK			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Co Portion Ret Prem Apr 2024	N/A	0.00	0.00	15,293.70	0.00	0.00	0.00	15,293.70

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
125-685-520303	Health Insurance		15,293.70	100.00%

Apr 2024 Retiree	Invoice	4/1/2024	4/1/2024	4/1/2024	4/1/2024	5,658.14	0.00	0.00	0.00	5,658.14
BCBS Retiree Payment Apr 2024		APBNK - APBNK			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Retiree Payment Apr 2024	N/A	0.00	0.00	5,658.14	0.00	0.00	0.00	5,658.14

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		5,658.14	100.00%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	3	41,651.84	0.00	0.00	0.00	41,651.84	0.00	41,651.84
	Grand Total:	**41,651.84**	**0.00**	**0.00**	**0.00**	**41,651.84**	**0.00**	**41,651.84**

Account Summary

Account	Name		Amount
125-685-520303	Health Insurance		35,993.70
		Total:	**35,993.70**

Account	Name		Amount
999-203-111200	Medical Insurance		5,658.14
		Total:	**5,658.14**

FIXED ASSET TRANSFERS

TAG #	SERIAL#	TRANSFER TO (DEPT)	TRANSFERRED FROM (DEPT)	DATE	DESCRIPTION
1554		Maintenance	District Clerk	1/5/2024	Label Printer X 2
3320		Maintenance	District Clerk	1/5/2024	Rapid Print - Filestamp
10515		Maintenance	District Clerk	1/5/2024	Rapid Print
5186		Maintenance	District Clerk	1/5/2024	HP Laserjet Printer
7813		Maintenance	District Clerk	1/5/2024	Rapid Print - Recorder
1931		Maintenance	District Clerk	1/5/2024	Rapid Print - Recorder
1927		Maintenance	District Clerk	1/5/2024	Fujitsu Scanner

SIGNATURE:

SIGNATURE: Liz Purtle 3/6/24

** SIGNATURES ARE REQUIRED BY BOTH DEPARTMENTS & MUST GO THROUGH COMMISSIONER'S COURT FOR APPROVAL

Commissioner's Court Date: 03-20-24

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: March 20, 2024

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

Check Register

Waller County, TX

Packet: APPKT06182 - COMM CRT 03/20/2024

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
18363	4S DISTRIBUTING	03/20/2024	Regular	0.00	3,376.40	1145553
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
236466	Invoice	10/09/2023	125/7815/ACCT#WCSD004/SO JAIL	0.00	669.40	
125-505-564300	Disinfectant and Soap		125/7815/ACCT#WCSD004		669.40	
236793	Invoice	02/28/2024	125/11498/ACCT#WCSD004/SO JAIL/PO 3	0.00	2,707.00	
125-505-564300	Disinfectant and Soap		125/11498/ACCT#WCSD00		2,707.00	
20630	5M LEGACY PROPERTIES LLC	03/20/2024	Regular	0.00	3,575.00	1145554
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
MARCH 2024	Invoice	03/01/2024	125/11489/MARCH 2024 RENT/DA/PO 39	0.00	3,575.00	
125-416-581900	Building Rental		125/11489/MARCH 2024		3,575.00	
12592	A T & T	03/20/2024	Regular	0.00	4,595.66	1145555
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
012524	Invoice	03/20/2024	125/11351/ACCT#713-A73-0716 387 5/C	0.00	4,595.66	
125-411-542501	Telephone/Equip & Svc		125/11351/FEB COURTHO		4,595.66	
16657	A T & T MOBILITY LLC	03/20/2024	Regular	0.00	710.63	1145556
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
287299069213X0	Invoice	02/19/2024	125/11349/ACCT#287299069213/COUNT	0.00	710.63	
125-411-542505	County Cell Phone		125/11349/ACCT#287299		710.63	
16657	A T & T MOBILITY LLC	03/20/2024	Regular	0.00	2,542.21	1145557
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
287292019196X0	Invoice	01/19/2024	125/10981/ACCT#287292019196/ANIMA	0.00	127.50	
125-515-583510	Air Card/Time		125/10981/ACCT#287292		127.50	
287292019196X0	Invoice	02/19/2024	125/11346/ACCT#287292019196/ANIMA	0.00	148.71	
125-515-583510	Air Card/Time		125/11346/ACCT#287292		148.71	
287296579160X0	Invoice	02/25/2024	125/241/11581/ACCT#287296579160/AR	0.00	1,900.34	
125-411-542505	County Cell Phone		125/241/ACCT#28729657		466.34	
241-595-561209	ARP Miscellaneous		125/241/ACCT#28729657		1,434.00	
287299693800X0	Invoice	02/19/2024	125/241/11347/ACCT#287299693800/CO	0.00	365.66	
125-411-542505	County Cell Phone		125/241/11347/ACCT#287		305.66	
241-595-561209	ARP Miscellaneous		125/241/11347/ACCT#287		60.00	
16657	A T & T MOBILITY LLC	03/20/2024	Regular	0.00	132.18	1145558
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
287332941265X0	Invoice	02/25/2024	125/11553/ACCT#287332941265/CONST	0.00	132.18	
125-411-542505	County Cell Phone		125/11553/ACCT#287332		132.18	
16657	A T & T MOBILITY LLC	03/20/2024	Regular	0.00	2,331.30	1145559
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
WAO012024	Invoice	02/04/2024	125/11480/ACCT#50552137/SO JAN/PO 3	0.00	2,331.30	
125-516-581816	Air Card/Wireless		125/11480/ACCT#505521		2,331.30	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
16657	A T & T MOBILITY LLC	03/20/2024	Regular	0.00	1,302.45	1145560

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key / Item Description		Dist Amount
287296578005X0	Invoice	02/19/2024	125/11348/ACCT#287296578805/COUNT	0.00	1,302.45
125-411-542505		County Cell Phone	125/11348/ACCT#287296		1,302.45

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
12665	A T & T U-VERSE	03/20/2024	Regular	0.00	90.00	1145561

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key / Item Description		Dist Amount
021724	Invoice	02/17/2024	125/11315/ACCT#144956977/506TH/DSL	0.00	90.00
125-411-542502		Internet Service	125/11315/ACCT#144956		90.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
19343	AGUILAR, ALFONSO	03/20/2024	Regular	0.00	400.00	1145562

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key / Item Description		Dist Amount
028	Invoice	03/07/2024	125/11511/INTERPRETER 02.25.2024/JP#	0.00	200.00
125-422-566505		Interpreter Services	125/11511/INTERPRETER		200.00
029	Invoice	03/07/2024	125/11509/INTERPRETER 02.29/JP#2	0.00	200.00
125-422-566505		Interpreter Services	125/11509/INTERPRETER		200.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
12614	ALL TEX WELDING SUPPLY INC.	03/20/2024	Regular	0.00	97.40	1145563

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key / Item Description		Dist Amount
R 02240809	Invoice	02/29/2024	110/11430/CUST#4140/R&B/PO 39851	0.00	97.40
110-530-581815		Equipment Rental	110/11430/CUST#4140/R		97.40

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20583	ALSCO, INC.	03/20/2024	Regular	0.00	593.20	1145564

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key / Item Description		Dist Amount
IHOU712606	Invoice	02/27/2024	110/11523/CUST#0095629/R&B/PO 3975	0.00	295.19
110-530-547522		Health, Safety & Hazard	110/11523/CUST#009562		295.19
IHOU714118	Invoice	03/05/2024	110/11522/CUST#0095629/R&B/PO 3987	0.00	298.01
110-530-547522		Health, Safety & Hazard	110/11522/CUST#009562		298.01

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20334	AMAZON CAPITAL SERVICES	03/20/2024	Regular	0.00	180.10	1145565

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key / Item Description		Dist Amount
1XNY-LJRL-4PYG	Invoice	02/29/2024	125/11487/ACCT#A42VKFZNJQOH6/AUDI	0.00	180.10
125-435-530200		Supplies and Stationary	125/11487/ACCT#A42VKF		180.10

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
19819	AMERICAN FIRE SYSTEMS, INC	03/20/2024	Regular	0.00	180.00	1145566

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key / Item Description		Dist Amount
C24955	Invoice	03/01/2024	125/11372/QTR FIRE ALARM SWING SPAC	0.00	180.00
125-442-545400		Contract Labor	125/11372/QTR FIRE ALAR		180.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
18964	ANGELO, VALERIE	03/20/2024	Regular	0.00	362.02	1145567

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key / Item Description		Dist Amount
030424	Invoice	03/20/2024	318/11363/MILEAGE-MEALS REIMB/JUV L	0.00	362.02
318-592-545300		Travel/Training	318/11363/MILEAGE REIM		362.02

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
T.8502	APPEL FORD MERCURY	03/20/2024	Regular	0.00	9,047.96	1145568

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key / Item Description		Dist Amount
169437	Invoice	03/05/2024	125/11573/CUST#WLL77/UNIT#117/LAW	0.00	31.86
125-518-536400		Parts and Repairs	125/11573/CUST#WLL77/		31.86
49717	Invoice	12/31/2023	125/11291/REPAIRS/UNIT 109/LAW ENF	0.00	472.75
125-518-536400		Parts and Repairs	125/11291/REPAIRS/UNIT		472.75

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
54004	Invoice	12/31/2023	125/11292/REPAIRS UNIT# 132/LAW ENF	0.00	996.14	
125-518-536400	Parts and Repairs		125/11292/REPAIRS UNIT#		996.14	
57434	Invoice	12/31/2023	125/11285/REPAIRS UNIT# 138/LAW ENF	0.00	95.48	
125-518-536400	Parts and Repairs		125/11285/REPAIRS UNIT#		95.48	
58104	Invoice	12/31/2023	125/11289/REPAIRS UNIT# 130/LAW ENF	0.00	999.05	
125-518-536400	Parts and Repairs		125/11289/REPAIRS UNIT#		999.05	
60985	Invoice	12/31/2023	125/11288/REPAIRS UNIT# 125/LAW ENF	0.00	496.63	
125-518-536400	Parts and Repairs		125/11288/REPAIRS UNIT#		496.63	
63483	Invoice	12/31/2023	125/11290/REPAIRS UNIT# 135/LAW ENF	0.00	400.22	
125-518-536400	Parts and Repairs		125/11290/REPAIRS UNIT#		400.22	
64697	Invoice	12/31/2023	125/11287/REPAIRS UNIT# 109/LAW ENF	0.00	135.17	
125-518-536400	Parts and Repairs		125/11287/REPAIRS UNIT#		135.17	
85549	Invoice	12/31/2023	125/11286/REPAIRS UNIT# 132/LAW ENF	0.00	1,882.65	
125-518-536400	Parts and Repairs		125/11286/REPAIRS UNIT#		1,882.65	
92536	Invoice	02/13/2024	125/11574/REPAIRS UNIT#290/LAW ENF/	0.00	1,773.00	
125-518-536400	Parts and Repairs		125/11574/REPAIRS UNIT#		1,773.00	
92671	Invoice	02/15/2024	110/11470/REPAIRS UNIT#119/R&B/PO 3	0.00	1,765.01	
110-530-568455	Fleet Operations		110/11470/REPAIRS UNIT#		1,765.01	
01692	APPRISS SAFETY	03/20/2024	Regular	0.00	4,507.60	1145569
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
2059522330-202	Invoice	03/08/2024	307/11546/CUST0245/102637/TX VINE D	0.00	3,005.07	
307-504-545000	Maintenance			307/11546/CUST0245/102	3,005.07	
2059522330-203	Invoice	12/31/2023	307/11546/CUST#0245/102637TX VINE D	0.00	1,502.53	
307-504-545000	Maintenance			307/11546/CUST#0245/10	1,502.53	
10919	ASCO EQUIPMENT	03/20/2024	Regular	0.00	2,309.88	1145570
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
PSO474535-1	Invoice	03/04/2024	110/11614/CUST#BP0032649/R&B/PO 39	0.00	2,309.88	
110-530-568455	Fleet Operations			110/11614/CUST#BP0032	2,309.88	
14424	AXON ENTERPRISE, INC.	03/20/2024	Regular	0.00	23,820.75	1145571
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
INUS229508	Invoice	02/22/2024	125/11327/ACCT#114397/SO/PO 39784	0.00	2,880.75	
125-516-581700	Equipment			125/11327/ACCT#114397/	2,880.75	
INUS231072	Invoice	02/28/2024	192/11514/ACCT#114397/SO	0.00	20,940.00	
192-489-581814	Fed Forf Equipment			192/11514/ACCT#114397/	20,940.00	
10419	BECKENDORFF, JUSTIN	03/20/2024	Regular	0.00	93.80	1145572
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
022724	Invoice	02/27/2024	125/11502/MILEAGE REIMB H-GAC/01.26	0.00	46.90	
125-401-563040	Training & Conf. Exp/Com			125/11502/MILEAGE REIM	46.90	
022724-1	Invoice	02/27/2024	125/11501/MILEAGE REIMBURSEMENT H	0.00	46.90	
125-401-563040	Training & Conf. Exp/Com			125/11501/MILEAGE REIM	46.90	
20738	BEST WESTERN	03/20/2024	Regular	0.00	468.00	1145573
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
138125	Invoice	03/20/2024	125/11352/ACTIVE SHOOTER TRAINING/K	0.00	468.00	
125-516-563000	Training & Conference Ex			125/11352/ACTIVE SHOOT	468.00	
17226	BIG TEX TRUCKFITTERS	03/20/2024	Regular	0.00	1,068.00	1145574

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	
17197	Invoice	02/20/2024	110/11435/INV#17197/R&B/PO 39761	0.00	1,068.00	
110-530-568455		Fleet Operations		110/11435/INV#17197/R&	1,068.00	
01306	BLUEBONNET HERB FARMS	03/20/2024	Regular	0.00	360.00	1145575
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
000531	Invoice	02/09/2024	125/10760/CLEAN & TRIM/BUILD MAINT/	0.00	360.00	
125-442-545400		Contract Labor		125/10760/CLEAN & TRIM	360.00	
10775	BOEHNKE, MIKE	03/20/2024	Regular	0.00	108.24	1145576
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
030724	Invoice	03/07/2024	125/11510/REIMBURSEMENT FOR OFFIC	0.00	108.24	
125-435-568400		Miscellaneous		125/11510/REIMBURSEM	108.24	
01340	BROOKSHIRE M.W.D.	03/20/2024	Regular	0.00	106.03	1145577
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
022324	Invoice	03/20/2024	125/11447/ACCT#01-1450-00/TAX/01.16	0.00	106.03	
125-411-542600		Utilities		125/11447/ACCT#01-1450	106.03	
20044	BS MEDICAL CORRECTIONAL SERVIC	03/20/2024	Regular	0.00	13,416.67	1145578
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
109	Invoice	03/01/2024	125/11424/INMATE CARE MARCH/SO/PO	0.00	13,416.67	
125-505-546410		Medical Services/Jail		125/11424/INMATE CARE	13,416.67	
01779	C & G WHOLESALE	03/20/2024	Regular	0.00	1,561.51	1145579
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
22575	Invoice	02/22/2024	125/11596/CUST#W79334/SO/PO 39939	0.00	258.93	
125-516-563900		Uniforms		125/11596/CUST#W79334	258.93	
22576	Invoice	02/22/2024	125/11597/CUST#W79334/SO/PO 39940	0.00	205.55	
125-505-563900		Uniforms		125/11597/CUST#W79334	205.55	
22580	Invoice	03/01/2024	125/11598/CUST#W79334/SO/PO 39941	0.00	143.69	
125-516-563900		Uniforms		125/11598/CUST#W79334	143.69	
22583	Invoice	02/29/2024	125/11599/CUST#W79334/SO/PO 39942	0.00	18.00	
125-516-563900		Uniforms		125/11599/CUST#W79334	18.00	
22584	Invoice	03/01/2024	125/11600/CUST#W79334/SO/PO 39943	0.00	935.34	
125-505-563900		Uniforms		125/11600/CUST#W79334	935.34	
17969	CAPITAL ONE, N.A.	03/20/2024	Regular	0.00	607.24	1145580
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
01191	Invoice	01/09/2024	125/10388/ACCT#621483/EXT/PO 38967	0.00	179.00	
125-540-581800		Furniture & Equipment		125/10388/ACCT#621483/	179.00	
07787	Invoice	12/20/2023	125/10388/ACCT#621483/JUV PROB/PO	0.00	220.42	
125-506-581800		Furniture & Equipment		125/10388/ACCT#621483/	220.42	
07789	Invoice	01/19/2024	125/10388/ACCT#621483/EXT/PO 39270	0.00	30.34	
125-540-530200		Supplies and Stationary		125/10388/ACCT#621483/	30.34	
09922	Invoice	12/21/2023	125/10388/ACCT#621483/JUV PROB/PO	0.00	166.64	
125-506-581800		Furniture & Equipment		125/10388/ACCT#621483/	166.64	
122123-EMAIL	Invoice	12/21/2023	125/10388/ACCT#621483/EXT/PO 39824	0.00	10.84	
125-540-530200		Supplies and Stationary		125/10388/ACCT#621483/	10.84	
01782	CASA FOR KIDS	03/20/2024	Regular	0.00	80.00	1145581

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	
022024	Invoice	03/20/2024	125/11283/JUROR DOANTIONS/JP 2/2.20	0.00	80.00	
125-415-566500		Petit Jurors		125/11283/JUROR DOANT	80.00	
20249	CINTAS CORPORATION	03/20/2024	Regular	0.00	7.16	1145582
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
5198697372	Invoice	02/21/2024	110/11425/CUST#22417799/R&B/PO 397	0.00	7.16	
110-530-547522		Health, Safety & Hazard		110/11425/CUST#224177	7.16	
12992	CIRA	03/20/2024	Regular	0.00	3,200.00	1145583
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SOP018804	Invoice	01/10/2024	125/10437/WEB HOSTING 2024/CC 03.06	0.00	3,200.00	
125-411-545001		Maintenance Contracts		125/10437/WEB HOSTING	3,200.00	
20385	CIRRO ENERGY	03/20/2024	Regular	0.00	39.18	1145584
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
371000914849	Invoice	03/12/2024	110/11705/ACCT#21 793 286-2/TRAFFIC	0.00	39.18	
110-524-542600		Utilities		110/11705/ACCT#21 793 2	39.18	
03721	CITY OF HEMPSTEAD	03/20/2024	Regular	0.00	21,569.31	1145585
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
022924	Invoice	03/20/2024	110/110/11436/UTILITIES 1.15-2.15.24	0.00	21,569.31	
110-524-542600		Utilities		110/110/11436/UTILITIES	3,029.22	
125-411-542600		Utilities		125/11436/UTILITIES 1.15-	18,540.09	
12774	CITY OF WALLER	03/20/2024	Regular	0.00	175.24	1145586
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
032024	Invoice	02/20/2024	INTERLOCAL/ISSUANCE OF MOTOR VEG R	0.00	175.24	
125-438-545406		City of Waller/Interlocal		INTERLOCAL/ISSUANCE OF	175.24	
01737	CLEVELAND ASPHALT PRODUCTS CC	03/20/2024	Regular	0.00	5,712.78	1145587
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
27732	Invoice	02/22/2024	110/11442/INV#27732/R&B/PO 39866	0.00	5,712.78	
110-530-587501		Driveway Materials		110/11442/INV#27732/R&	5,712.78	
20455	COLLIER EQUINE VET SERVICES, PA	03/20/2024	Regular	0.00	200.00	1145588
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
021624	Invoice	02/16/2024	125/11126/HORSE 2024006368/ANIMAL	0.00	100.00	
125-515-545910		Animal Housing/Care		125/11126/HORSE 202400	100.00	
119444	Invoice	02/27/2024	125/11496/INV#119444/ANIMAL CONTR	0.00	100.00	
125-515-545910		Animal Housing/Care		125/11496/INV#119444/A	100.00	
00504	COLORADO VALLEY TRANSIT, INC.	03/20/2024	Regular	0.00	10,000.00	1145589
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2023	Invoice	12/31/2023	125/10440/ALLOCATED BUDGET 2023/CC	0.00	10,000.00	
125-411-547320		Colorado Valley Transit		125/10440/ALLOCATED BU	10,000.00	
01110	CONSOLIDATED COMMUNICATIONS	03/20/2024	Regular	0.00	406.95	1145590

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	
022224	Invoice	03/20/2024	125/11299/ACCT#281-391-5565/0/LIB/2.	0.00	58.70	
125-411-542501		Telephone/Equip & Svc		125/11299/ACCT#281-391	58.70	
022224-1	Invoice	03/20/2024	125/11337/ACCT#281-391-2009/0/LIB/2.	0.00	149.04	
125-411-542501		Telephone/Equip & Svc		125/11337/ACCT#281-391	149.04	
030124	Invoice	03/01/2024	125/11504/ACCT#281-934-3323/R&B/03.	0.00	64.38	
125-411-542501		Telephone/Equip & Svc		125/11504/ACCT#281-934	64.38	
030124-1	Invoice	03/01/2024	125/11505/ACCT#281-934-3516/LIB.03.0	0.00	69.45	
125-411-542501		Telephone/Equip & Svc		125/11505/ACCT#281-934	69.45	
030124-2	Invoice	03/01/2024	125/11506/ACCT#281-934-2084/LIB/03.0	0.00	65.38	
125-411-542501		Telephone/Equip & Svc		125/11506/ACCT#281-934	65.38	
20745	CONTAINER SOURCE, LLC	03/20/2024	Regular	0.00	6,500.00	1145591
7708	Invoice	02/29/2024	110/11615/INV#7708/R&B/PO 39885	0.00	6,500.00	
110-524-536000		Building Maintenance & S		110/11615/INV#7708/R&	6,500.00	
18037	CORRECTIONAL BEHAVIORAL HEALT	03/20/2024	Regular	0.00	2,050.00	1145592
540224	Invoice	03/01/2024	125/11481/MENTAL HEALTH SERVICE/FEB	0.00	2,050.00	
125-505-542254		Correctional Behavior He		125/11481/MENTAL HEAL	2,050.00	
19148	DATAPILOT INC.	03/20/2024	Regular	0.00	695.00	1145593
9856566	Invoice	03/01/2024	125/11531/INV#9856566/SO/PO 39873	0.00	695.00	
125-516-581700		Equipment		125/11531/INV#9856566/	695.00	
00484	DELL	03/20/2024	Regular	0.00	3,034.37	1145594
10718496994	Invoice	12/12/2023	110/9305/CUST#2432847/ENVIRONMENT	0.00	3,034.37	
125-443-581800		Furniture & Equipment		110/9305/CUST#2432847/	3,034.37	
00392	DEMCO INC.	03/20/2024	Regular	0.00	1,086.23	1145595
7423359	Invoice	01/18/2024	125/11295/CUST#710170976/LIB/PO 392	0.00	453.36	
125-537-530200		Supplies and Stationary		125/11295/CUST#710170	453.36	
7447639	Invoice	03/04/2024	125/11408/CUST#810122793/LIB/PO 398	0.00	632.87	
125-537-530200		Supplies and Stationary		125/11408/CUST#810122	632.87	
T.8139	EDMONDS INSURANCE AGENCY	03/20/2024	Regular	0.00	400.00	1145596
022124-1	Invoice	02/21/2024	125/11058/REF#LSM1165013/CCAL/PO 3	0.00	350.00	
125-412-560100		Bond Premiums		125/11058/REF#LSM1165	350.00	
022124-2	Invoice	02/21/2024	125/11060/REF#LSM1165014/CCAL/PO 3	0.00	50.00	
125-412-560100		Bond Premiums		125/11060/REF#LSM1165	50.00	
17794	ED'S FIREARMS, INC.	03/20/2024	Regular	0.00	1,350.00	1145597
022824	Invoice	02/28/2024	125/11333/AMMO/SO/PO 39790	0.00	1,350.00	
125-516-581700		Equipment		125/11333/AMMO/SO/PO	1,350.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20464	ENTEC PEST MANAGEMENT INC	03/20/2024	Regular	0.00	350.00	1145598

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
796845	Invoice	02/20/2024	125/11057/ACCT#8079/BUILD MAINT/PO	0.00	350.00
125-442-545400	Contract Labor		125/11057/ACCT#8079/B	350.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
18709	FATERKOWSKI'S TRANSMISSION	03/20/2024	Regular	0.00	5,523.66	1145599

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
6190	Invoice	01/22/2024	125/11062/TRANSMISSION VIN#44086/L	0.00	5,523.66
125-518-536400	Parts and Repairs		125/11062/TRANSMISSIO	5,523.66	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20755	FINGERPRINT AMERICA INC	03/20/2024	Regular	0.00	1,580.00	1145600

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
154-40207	Invoice	02/23/2024	192/11334/INV#154-40207/SO APPROVE	0.00	1,580.00
192-489-563025	Awarness Programs		192/11334/INV#154-4020	1,580.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20696	FORT BEND COUNTY - TAX ASSESSO	03/20/2024	Regular	0.00	0.27	1145601

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
FEB 24	Invoice	03/06/2024	125/11293/ACCT WC26-73-85/2023 TAXE	0.00	0.27
125-411-568400	Miscellaneous		125/11293/ACCT WC26-73	0.27	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
18026	FRANK, MICHAEL	03/20/2024	Regular	0.00	513.22	1145602

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
FEBRUARY 2024	Invoice	02/01/2024	318/11485/MILEAGE REIMBURSEMENT /	0.00	513.22
318-592-545300	Travel/Training		318/11485/MILEAGE REIM	513.22	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20754	GARCIA, ALMA	03/20/2024	Regular	0.00	16.75	1145603

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
030824	Invoice	03/08/2024	125/11554/MILEAGE REIMB COURT/POST	0.00	16.75
125-411-563300	In County Travel		125/11554/MILEAGE REIM	16.75	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
12268	GONZALEZ, STEFANIE M	03/20/2024	Regular	0.00	5,287.50	1145604

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
021424	Invoice	12/31/2023	125/11183/CAUSE# 18-05-24909/CC@L A	0.00	2,557.50
125-411-545700	Foster Care/Ad Litem Atty		125/11183/CAUSE# 18-05-	2,557.50	
021424-1	Invoice	12/31/2023	125/1184/CAUSE# 23-08-27515/CC@L AP	0.00	345.00
125-411-545700	Foster Care/Ad Litem Atty		125/1184/CAUSE# 23-08-2	345.00	
021424-2	Invoice	12/31/2023	125/11185/CAUSE# 23-02-27311/CC@L A	0.00	270.00
125-411-545700	Foster Care/Ad Litem Atty		125/11185/CAUSE# 23-02-	270.00	
021424-3	Invoice	12/31/2023	125/11186/CAUSE# CPC23-12-0003/CC@	0.00	1,102.50
125-411-545700	Foster Care/Ad Litem Atty		125/11186/CAUSE# CPC23	1,102.50	
021424-4	Invoice	12/31/2023	125/11187/CAUSE# 23-02-27319/CC@L A	0.00	150.00
125-411-545700	Foster Care/Ad Litem Atty		125/11187/CAUSE# 23-02-	150.00	
021424-5	Invoice	03/20/2024	125/11188/CAUSE# CPC24-01-0001/CC@	0.00	862.50
125-411-545700	Foster Care/Ad Litem Atty		125/11188/CAUSE# CPC24	862.50	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
18035	GREAT SOUTHERN STABILIZED, LLC	03/20/2024	Regular	0.00	5,489.91	1145605

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number	Account Name	Project Account Key	Item Description	Dist Amount	
599821	Invoice	02/20/2024	110/11429/CUST#6464/R&B/PO 39786	0.00	3,818.50
110-530-587505	Road Materials		110/11429/CUST#6464/R	3,818.50	
601517	Invoice	02/28/2024	110/11617/CUST#6464/R&B/PO 39890	0.00	1,122.17

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
110-530-587505	Road Materials		110/11617/CUST#6464/R		1,122.17	
601559	Invoice	02/29/2024	110/11618/CUST#6464/R&B/PO 39908	0.00	549.24	
110-530-587505	Road Materials		110/11618/CUST#6464/R		549.24	
20753	GREAT WOLF LODGE GRAPEVINE	03/20/2024	Regular	0.00	754.84	1145606
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
CONF#38730650	Invoice	03/04/2024	318/11353/TCOLE TRAINING/V.ANGELO/0	0.00	754.84	
318-592-545300	Travel/Training		318/11353/TCOLE TRAINI		754.84	
20753	GREAT WOLF LODGE GRAPEVINE	03/20/2024	Regular	0.00	754.84	1145607
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
CONF# 38647661	Invoice	02/21/2024	125/11179/TCOLE TRAINING/C.HARDY/08	0.00	754.84	
125-506-545300	Training		125/11179/TCOLE TRAINI		754.84	
20753	GREAT WOLF LODGE GRAPEVINE	03/20/2024	Regular	0.00	754.84	1145608
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
CONF# 38673250	Invoice	03/04/2024	318/11356/TCOLE TRAINING/M.PINEDA/	0.00	754.84	
318-592-545300	Travel/Training		318/11356/TCOLE TRAINI		754.84	
20753	GREAT WOLF LODGE GRAPEVINE	03/20/2024	Regular	0.00	754.84	1145609
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
CONF# 38672362	Invoice	03/04/2024	318/11355/TCOLE TRAINING/M.FRANK/0	0.00	754.84	
318-592-545300	Travel/Training		318/11355/TCOLE TRAINI		754.84	
20753	GREAT WOLF LODGE GRAPEVINE	03/20/2024	Regular	0.00	754.84	1145610
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
CONF# 38677247	Invoice	03/03/2024	318/11354/TCOLE TRAINIING/D.ANTHON	0.00	754.84	
318-592-545300	Travel/Training		318/11354/TCOLE TRAINII		754.84	
T.13696	HALFF ASSOCIATES, INC	03/20/2024	Regular	0.00	112,230.53	1145611
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
10107601	Invoice	11/10/2023	125/8507/PROJECT#053549.001/MOBILIT	0.00	67,500.60	
125-401-540900	Prof Consultant Services		125/8507/PROJECT#05354		67,500.60	
10113121	Invoice	02/06/2024	110/10779/PROJECT#043476.002/R&B	0.00	11,135.93	
110-250-115015	On-Call Engineering Revie		110/10779/PROJECT#0434		11,135.93	
10113464	Invoice	02/12/2024	125/11724/PROJECT#053549.001/MOBILI	0.00	33,594.00	
125-401-540900	Prof Consultant Services		125/11724/PROJECT#0535		33,594.00	
01766	HARDY, CHARLESTON	03/20/2024	Regular	0.00	362.02	1145612
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
030424	Invoice	03/20/2024	125/11364/MILEAGE-MEALS REIMB/JUV L	0.00	362.02	
125-506-545300	Training		125/11364/MILEAGE-MEA		362.02	
01021	HARLE ATTY, JOHN B.	03/20/2024	Regular	0.00	2,550.00	1145613
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
022224	Invoice	03/20/2024	125/11189/CAUSE# CPC24-01-0001/CC@	0.00	675.00	
125-411-545700	Foster Care/Ad Litem Atty		125/11189/CAUSE# CPC24		675.00	
022824	Invoice	02/28/2024	125/11518/CAUSE#22-09-27132/CCAL AP	0.00	1,875.00	
125-411-545700	Foster Care/Ad Litem Atty		125/11518/CAUSE#22-09-		1,875.00	
03655	HART INTERCIVIC, INC.	03/20/2024	Regular	0.00	37,098.00	1145614

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	
095508-2024	Invoice	01/31/2024	125/10923/CUST ID#WCE16270/EA/PO 3	0.00	27,823.50	
125-434-545100		Licensing & Software		125/10923/CUST ID#WCE1	27,823.50	
095508-2025	Invoice	01/31/2024	125/10923/CUST ID#WCE16270/EA RENE	0.00	9,274.50	
125-120-036000		Prepaid Items		125/10923/CUST ID#WCE1	9,274.50	
19817	HERMANN & ASSOCIATES	03/20/2024	Regular	0.00	675.00	1145615
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0000357	Invoice	03/06/2024	125/11558/REF#23-09-18833/506TH APP	0.00	675.00	
125-422-567103		Indigent Def. Investigatio		125/11558/REF#23-09-18	675.00	
20748	HOLMES, SCOTT	03/20/2024	Regular	0.00	125.00	1145616
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
022824	Invoice	03/20/2024	125/11365/CRIME SCENE CONF/FEB 24	0.00	125.00	
125-516-563000		Training & Conference Ex		125/11365/CRIME SCENE	125.00	
03897	HOMETOWN HARDWARE	03/20/2024	Regular	0.00	3,955.42	1145617
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
158871/2	Invoice	10/24/2023	110/11635/CUST#878/R&B/PO 38640	0.00	13.99	
110-530-587517		Field Supplies		110/11635/CUST#878/R&	13.99	
159007/2	Invoice	10/31/2023	110/11633/CUST#878/R&B/PO 38637	0.00	101.90	
110-530-568455		Fleet Operations		110/11633/CUST#878/R&	101.90	
159310/2	Invoice	11/14/2023	110/11632/CUST#878/R&B/PO 38636	0.00	22.99	
110-524-536000		Building Maintenance & S		110/11632/CUST#878/R&	22.99	
159365/2	Invoice	11/15/2023	110/11631/CUST#878/R&B/PO 38638	0.00	12.98	
110-530-587411		Sign & Striping Materials		110/11631/CUST#878/R&	12.98	
159753/2	Invoice	12/05/2023	110/11629/CUST#878/R&B/PO 38640	0.00	32.99	
110-530-587517		Field Supplies		110/11629/CUST#878/R&	32.99	
159851/2	Invoice	12/08/2023	110/11626/CUST#878/R&B/PO 38637	0.00	3.59	
110-530-568455		Fleet Operations		110/11626/CUST#878/R&	3.59	
160301/2	Invoice	01/02/2024	110/11622/CUST#878/R&B/PO 39385	0.00	66.75	
110-530-568455		Fleet Operations		110/11622/CUST#878/R&	66.75	
160439/2	Invoice	01/08/2024	110/11621/CUST#878/R&B/PO 39385	0.00	4.94	
110-530-568455		Fleet Operations		110/11621/CUST#878/R&	4.94	
160481/2	Invoice	01/10/2024	125/9928/CUST#149/BUILD MAINT/PO 3	0.00	58.17	
125-442-544700		Repair & Replacement		125/9928/CUST#149/BUIL	58.17	
160515/2	Invoice	02/10/2024	110/11651/CUST#878/R&B/PO 39384	0.00	21.58	
110-524-536000		Building Maintenance & S		110/11651/CUST#878/R&	21.58	
160540/2	Invoice	01/11/2024	110/11650/CUST#878/R&B/PO 39385	0.00	17.99	
110-530-568455		Fleet Operations		110/11650/CUST#878/R&	17.99	
160633/2	Invoice	01/17/2024	110/11649/CUST#878/R&B/PO 39385	0.00	255.75	
110-530-568455		Fleet Operations		110/11649/CUST#878/R&	255.75	
160649/2	Invoice	01/17/2024	110/11648/CUST#878/R&B/PO 39385	0.00	89.99	
110-530-568455		Fleet Operations		110/11648/CUST#878/R&	89.99	
160717/2	Invoice	02/10/2024	110/11647/CUST#878/R&B/PO 39385	0.00	15.32	
110-530-568455		Fleet Operations		110/11647/CUST#878/R&	15.32	
160756/2	Invoice	01/20/2024	110/11646/CUST#878/R&B/PO 39385	0.00	29.99	
110-530-568455		Fleet Operations		110/11646/CUST#878/R&	29.99	
160789/2	Invoice	01/23/2024	110/11645/CUST#878/R&B/PO 39384	0.00	229.06	
110-524-536000		Building Maintenance & S		110/11645/CUST#878/R&	229.06	
160809/2	Invoice	01/23/2024	110/11644/CUST#878/R&B/PO 39383	0.00	1,379.94	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
110-530-568455		Fleet Operations	110/11644/CUST#878/R&		1,379.94	
160853/2	Invoice	01/25/2024	110/11643/CUST#878/R&B/PO 39384	0.00	36.98	
110-524-536000		Building Maintenance & S	110/11643/CUST#878/R&		36.98	
160999/2	Invoice	01/31/2024	110/11640/CUST#878/R&B/PO 39385	0.00	260.88	
110-530-568455		Fleet Operations	110/11640/CUST#878/R&		260.88	
161000/2	Invoice	01/31/2024	110/11639/CUST#878/R&B/PO 39384	0.00	302.73	
110-524-536000		Building Maintenance & S	110/11639/CUST#878/R&		302.73	
161019/2	Invoice	02/01/2024	125/10430/CUST#149/BUILD MAINT/PO	0.00	65.00	
125-442-545400		Contract Labor	125/10430/CUST#149/BUI		65.00	
161170/2	Invoice	02/08/2024	110/11637/CUST#878/R&B/PO 39631	0.00	24.99	
110-530-568455		Fleet Operations	110/11637/CUST#878/R&		24.99	
161311/2	Invoice	02/15/2024	125/10995/CUST#149/BUILD MAINT/PO	0.00	38.98	
125-442-544700		Repair & Replacement	125/10995/CUST#149/BUI		38.98	
161443/2	Invoice	02/21/2024	125/11074/CUST#149/BUILD MAINT/PO	0.00	94.32	
125-442-544700		Repair & Replacement	125/11074/CUST#149/BUI		94.32	
161470/2	Invoice	02/22/2024	110/11654/CUST#878/R&B/PO 39897	0.00	104.95	
110-530-568455		Fleet Operations	110/11654/CUST#878/R&		104.95	
161475/	Invoice	02/22/2024	110/11655/CUST#878/R&B/PO 39899	0.00	68.95	
110-530-568455		Fleet Operations	110/11655/CUST#878/R&		68.95	
161493/2	Invoice	02/23/2024	125/11202/CUST#149/BUILD MAINT/PO	0.00	7.96	
125-442-544700		Repair & Replacement	125/11202/CUST#149/BUI		7.96	
161505/2	Invoice	02/23/2024	125/11210/CUST#149/BUILD MAINT/PO	0.00	25.72	
125-442-544700		Repair & Replacement	125/11210/CUST#149/BUI		25.72	
267112/1	Invoice	10/24/2023	110/11663/CUST#878/R&B/PO 38638	0.00	49.99	
110-530-587411		Sign & Striping Materials	110/11663/CUST#878/R&		49.99	
267562/1	Invoice	11/07/2023	110/11662/CUST#878/R&B/PO 38640	0.00	49.98	
110-530-587517		Field Supplies	110/11662/CUST#878/R&		49.98	
268489/1	Invoice	12/06/2023	110/11627/CUST#878/R&B/PO 38640	0.00	16.98	
110-530-587517		Field Supplies	110/11627/CUST#878/R&		16.98	
268501/1	Invoice	12/06/2023	110/11628/CUST#878/R&B/PO 38640	0.00	12.98	
110-530-587517		Field Supplies	110/11628/CUST#878/R&		12.98	
269481/1	Invoice	01/10/2024	110/11620/CUST#878/R&B/PO 39384	0.00	77.23	
110-524-536000		Building Maintenance & S	110/11620/CUST#878/R&		77.23	
269585/1	Invoice	01/12/2024	110/11661/CUST#878/R&B/PO 39385	0.00	39.98	
110-530-568455		Fleet Operations	110/11661/CUST#878/R&		39.98	
269669/1	Invoice	01/12/2024	110/11660/ACCT#878/R&B/PO 39385	0.00	99.95	
110-530-568455		Fleet Operations	110/11660/ACCT#878/R&		99.95	
270062/1	Invoice	01/25/2024	110/11642/CUST#878/R&B/PO 39385	0.00	13.00	
110-530-568455		Fleet Operations	110/11642/CUST#878/R&		13.00	
270231/1	Invoice	01/30/2024	110/11641/CUST#878/R&B/PO 39385	0.00	167.98	
110-530-568455		Fleet Operations	110/11641/CUST#878/R&		167.98	
271022/1	Invoice	02/22/2024	110/11656/CUST#878/R&B/PO 39898	0.00	5.99	
110-530-568455		Fleet Operations	110/11656/CUST#878/R&		5.99	
271030/1	Invoice	02/22/2024	110/11653/CUST#878/R&B/PO 39896	0.00	31.98	
110-530-568455		Fleet Operations	110/11653/CUST#878/R&		31.98	

	Void	03/20/2024	Regular	0.00	0.00	1145618
10813	ICS JAIL SUPPLIES INC	03/20/2024	Regular	0.00	1,018.88	1145619

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
INV798952	Invoice	02/29/2024	125/11461/ACCT#77445JL/SO JAIL/PO 39	0.00	307.83
125-505-564300		Disinfectant and Soap	125/11461/ACCT#77445JL		307.83
INV799013	Invoice	03/04/2024	125/11499/ACCT#77445JL/SO JAIL/PO 39	0.00	711.05

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
125-505-564300	Disinfectant and Soap		125/11499/ACCT#77445JL		711.05	
18523	IMPACT PROMOTIONAL SERVICES, I	03/20/2024	Regular	0.00	1,163.50	1145620
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
INV81509	Invoice	02/21/2024	125/11078/INV#INV81509/FM/PO 39774	0.00	1,140.00	
125-509-563900	Uniforms		125/11078/INV#INV81509		1,140.00	
INV81538	Invoice	02/21/2024	125/11080/INV#INV81538/FM/PO 39777	0.00	23.50	
125-509-581800	Furniture & Equipment		125/1180/INV#INV81538/		23.50	
14937	INDEPENDENT HEALTH SERVICES, IN	03/20/2024	Regular	0.00	8,436.87	1145621
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
101114	Invoice	02/29/2024	125/11604/ACCT#XA99999999/SO/PO 39	0.00	8,436.87	
125-525-546410	Medical Services/Jail		125/11604/ACCT#XA9999		8,436.87	
04159	INDUSTRIAL SCALE CO., INC.	03/20/2024	Regular	0.00	1,270.56	1145622
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
I8323	Invoice	11/16/2023	125/11708/90 DAY CALIBRATION/WORK	0.00	1,270.56	
125-411-545001	Maintenance Contracts		125/11708/90 DAY CALIBR		1,270.56	
04180	INGRAM LIBRARY SERVICES	03/20/2024	Regular	0.00	2,568.34	1145623
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
80228825	Invoice	01/31/2024	125/11303/ACCT#2043979/LIB/PO 39375	0.00	545.17	
125-537-535000	Books, Etc		125/11303/ACCT#204397		545.17	
80245685	Invoice	02/01/2024	125/11305/ACCT#2044683/LIB/PO 39373	0.00	657.32	
125-537-535000	Books, Etc		125/11305/ACCT#204468		657.32	
80280339	Invoice	02/02/2024	125/11302/ACCT#2043979/LIB/PO 39376	0.00	137.74	
125-537-535000	Books, Etc		125/11302/ACCT#204397		137.74	
80300398	Invoice	02/05/2024	125/11301/ACCT#2043979/LIB/PO 39374	0.00	46.63	
125-537-535000	Books, Etc		125/11301/ACCT#204397		46.63	
80569399	Invoice	02/20/2024	125/11304/ACCT#2043979/LIB/PO 39779	0.00	34.96	
125-537-535000	Books, Etc		125/11304/ACCT#204397		34.96	
80569402	Invoice	02/20/2024	125/11300/ACCT#2044683/LIB/PO 39778	0.00	15.90	
125-537-535000	Books, Etc		125/11300/ACCT#204468		15.90	
80722085	Invoice	02/28/2024	125/11385/ACCT#2043979/LIB/PO 39862	0.00	528.30	
125-537-535000	Books, Etc		125/11385/ACCT#204397		528.30	
80722087	Invoice	02/28/2024	125/11386/ACCT#2044683/LIB/PO 39864	0.00	391.09	
125-537-535000	Books, Etc		125/11386/ACCT#204468		391.09	
80786205	Invoice	03/03/2024	125/11387/ACCT#2043979/LIB/PO 39861	0.00	211.23	
125-537-535000	Books, Etc		125/11387/ACCT#204397		211.23	
12779	INTEGRATED PRESCRIPTION MANAC	03/20/2024	Regular	0.00	33.33	1145624
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
030424	Invoice	03/04/2024	125/11549/PRESCRIPTIONS	0.00	33.33	
125-525-546600	Prescriptions For Drugs		125/11549/PRESCRIPTION		33.33	
17787	INTELEPEER HOLDINGS INC.	03/20/2024	Regular	0.00	1,327.54	1145625
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
INV00145384	Invoice	02/29/2024	125/11527/CUST#SAP-1028436/ANNEX/F	0.00	1,327.54	
125-411-542501	Telephone/Equip & Svc		125/11527/CUST#SAP-102		1,327.54	
18301	INTERSTATE BILLING SERVICE, INC.	03/20/2024	Regular	0.00	572.09	1145626

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	
S0810586581	Invoice	02/26/2024	110/11431/ACCT#836768/R&B/PO 39867	0.00	528.59	
110-530-568455		Fleet Operations		110/11431/ACCT#836768/	528.59	
S0810589281	Invoice	03/05/2024	110/11619/ACCT#836768/R&B/PO 39888	0.00	43.50	
110-530-568455		Fleet Operations		110/11619/ACCT#836768/	43.50	
14089	JARVIS TIRE AND WHEEL LLC	03/20/2024	Regular	0.00	5,869.60	1145627
1019450	Invoice	02/21/2024	110/11426/CUST ID#10212/R&B/PO 3975	0.00	1,264.00	
110-530-568455		Fleet Operations		110/11426/CUST ID#1021	1,264.00	
1019503	Invoice	02/26/2024	125/11466/CUST ID#10213/LAW ENF/PO	0.00	3,963.20	
125-518-536400		Parts and Repairs		125/11466/CUST ID#1021	3,963.20	
1019538	Invoice	02/28/2024	125/11467/CUST ID#10213/LAW ENF/PO	0.00	642.40	
125-518-536400		Parts and Repairs		125/11467/CUST ID#1021	642.40	
20470	JONES, JULIE A	03/20/2024	Regular	0.00	4,890.00	1145628
202402	Invoice	02/29/2024	125/11530/BOARDING SERVICE/ANIMAL	0.00	4,890.00	
125-515-545910		Animal Housing/Care		125/11530/BOARDING SE	4,890.00	
00871	K&H PORTABLE TOILETS INC.	03/20/2024	Regular	0.00	125.00	1145629
175412	Invoice	03/01/2024	125/11582/I-10 WEIGH STATION/FEB	0.00	125.00	
125-411-542600		Utilities		125/11582/I-10 WEIGH ST	125.00	
16993	KATY TIMES	03/20/2024	Regular	0.00	514.50	1145630
17323	Invoice	02/22/2024	125/11399/WCMOBBONDPROJREV	0.00	257.25	
125-401-544100		Bid Notices and Printing		125/11399/WCMOBBOND	257.25	
17324	Invoice	02/22/2024	125/11398/WCDRNGSPECENGREV	0.00	257.25	
125-401-544100		Bid Notices and Printing		125/11398/WCDRNGSPEC	257.25	
17852	KYLE OFFICE PRODUCTS	03/20/2024	Regular	0.00	155.25	1145631
IN1841	Invoice	02/20/2024	125/11296/ACCT#CN146/ENVIRONMENT	0.00	155.25	
125-443-544900		Service Contracts/Repairs		125/11296/ACCT#CN146/	155.25	
T.8672	LAROCHE	03/20/2024	Regular	0.00	5.70	1145632
299576	Invoice	02/22/2024	125/11532/CUST#004566/LAW ENF/PO 3	0.00	5.70	
125-518-536400		Parts and Repairs		125/11532/CUST#004566/	5.70	
20466	LARRY'S AUTOMOTIVE	03/20/2024	Regular	0.00	7,075.84	1145633
29976	Invoice	02/05/2024	110/11683/REPAIRS UNIT#109/R&B/PO 3	0.00	7,075.84	
110-530-568455		Fleet Operations		110/11683/REPAIRS UNIT#	7,075.84	
17876	LAW ENFORCEMENT SYSTEMS, INC	03/20/2024	Regular	0.00	1,346.00	1145634

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	
221741	Invoice	03/01/2024	125/11602/ACCT#77445/ANIMAL CONTR	0.00	1,346.00	
125-515-581700		Equipment		125/11602/ACCT#77445/A	1,346.00	
11300	LE, MARK D MD PA *	03/20/2024	Regular	0.00	450.00	1145635
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
011024	Invoice	12/18/2023	125/11537/ACCT#388981/SO	JAIL/PO 399	0.00	75.00
125-516-568400		Miscellaneous		125/11537/ACCT#388981/	75.00	
021524	Invoice	02/15/2024	125/11538/ACCT#389728/SO	JAIL/PO 399	0.00	75.00
125-516-568400		Miscellaneous		125/11538/ACCT#389728/	75.00	
030224	Invoice	03/02/2024	125/11533/ACCT#389401/SO	JAIL/PO 399	0.00	75.00
125-505-568400		Miscellaneous		125/11533/ACCT#389401/	75.00	
030224-1	Invoice	03/02/2024	125/11534/ACCT#389521/SO	JAIL/PO 399	0.00	75.00
125-505-568400		Miscellaneous		125/11534/ACCT#389521/	75.00	
030324	Invoice	03/03/2024	125/11535/ACCT#389963/SO	JAIL/PO 399	0.00	75.00
125-505-568400		Miscellaneous		125/11535/ACCT#389963/	75.00	
030324-1	Invoice	03/03/2024	125/11536/ACCT#389640/SO	JAIL/PO 399	0.00	75.00
125-505-568400		Miscellaneous		125/11536/ACCT#389640/	75.00	
01858	LEXIS NEXIS *	03/20/2024	Regular	0.00	55.50	1145636
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1405624-202402	Invoice	02/29/2024	125/11473/ACCT#1405624/JP#4/PO 3987	0.00	55.50	
125-421-581817		Technology Enhancement		125/11473/ACCT#140562	55.50	
13221	LJA ENGINEERING, INC.	03/20/2024	Regular	0.00	100.00	1145637
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
202402245	Invoice	02/09/2024	110/11418/PROJECT#0309-0702-24/JAN	0.00	100.00	
110-524-544900		Service Contracts/Repairs		110/11418/PROJECT#0309	100.00	
12678	LOWE'S	03/20/2024	Regular	0.00	273.22	1145638
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
974309	Invoice	01/01/2024	125/10971/ACCT#9900 923652 4/BUILD	0.00	197.74	
125-442-544700		Repair & Replacement		125/10971/ACCT#9900 92	197.74	
995982	Invoice	01/17/2024	125/10971/ACCT#9900 923652 4/BUILD	0.00	75.48	
125-442-544700		Repair & Replacement		125/10971/ACCT#9900 92	75.48	
20428	MEMORIAL HERMANN EMERGENCY	03/20/2024	Regular	0.00	352.99	1145639
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
030424	Invoice	03/04/2024	125/11548/MEDICAL SERVICES / JAIL	0.00	352.99	
125-525-546410		Medical Services/Jail		125/11548/MEDICAL SERV	352.99	
00768	MEMORIAL HERMANN HOSPITAL SY	03/20/2024	Regular	0.00	1,037.60	1145640
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
030424	Invoice	03/04/2024	125/11551/MEDICAL SERVICES / JAIL	0.00	1,037.60	
125-525-546410		Medical Services/Jail		125/11551/MEDICAL SERV	1,037.60	
18460	MIDWEST TAPE, LLC	03/20/2024	Regular	0.00	1,265.92	1145641
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
505129197	Invoice	02/29/2024	125/11384/CUST#2000020613/LIB/PO 39	0.00	1,265.92	
125-537-535000		Books, Etc		125/11384/CUST#200002	1,265.92	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20310	MURRELL, JOHN	03/20/2024	Regular	0.00	108.81	1145642

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
022924	Invoice	02/29/2024	110/11407/REIMB FOR ESRI LICENSE	0.00	108.81
110-524-581800		Furniture & Equipment		110/11407/REIMB FOR ES	108.81

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01695	NAPA AUTO PARTS	03/20/2024	Regular	0.00	990.41	1145643

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
994084	Invoice	02/14/2024	125/11010/CUST#278/LAW ENF/PO 3961	0.00	28.98
125-518-536400		Parts and Repairs		125/11010/CUST#278/LA	28.98
994256	Invoice	02/15/2024	125/11389/CUST#294/LAW ENF/PO 3980	0.00	18.30
125-518-536400		Parts and Repairs		125/11389/CUST#294/LA	18.30
994954	Invoice	02/21/2024	125/11397/CUST#294/LAW ENF/PO 3979	0.00	99.14
125-518-536400		Parts and Repairs		125/11397/CUST#294/LA	99.14
994961	Invoice	02/21/2024	125/11388/CUST#294/LAW ENF/PO 3980	0.00	62.06
125-518-536400		Parts and Repairs		125/11388/CUST#294/LA	62.06
995061	Invoice	02/22/2024	125/11390/CUST#294/LAW ENF/PO 3980	0.00	177.12
125-518-536400		Parts and Repairs		125/11390/CUST#294/LA	177.12
995455	Invoice	02/26/2024	125/11391/CUST#294/LAW ENF/PO 3980	0.00	80.20
125-518-536400		Parts and Repairs		125/11391/CUST#294/LA	80.20
995456	Invoice	02/26/2024	125/11392/CUST#294/LAW ENF/PO 3980	0.00	14.68
125-518-536400		Parts and Repairs		125/11392/CUST#294/LA	14.68
995557	Invoice	02/27/2024	125/111393/CUST#294/LAW ENF/PO 398	0.00	151.13
125-518-536400		Parts and Repairs		125/111393/CUST#294/LA	151.13
995604	Invoice	02/27/2024	125/11394/CUST#294/LAW ENF/PO 3980	0.00	30.64
125-518-536400		Parts and Repairs		125/11394/CUST#294/LA	30.64
995686	Invoice	02/28/2024	125/11396/CUST#294/LAW ENF/PO 3980	0.00	177.03
125-518-536400		Parts and Repairs		125/11396/CUST#294/LA	177.03
995695	Invoice	02/28/2024	125/11395/CUST#294/LAW ENF/PO 3980	0.00	151.13
125-518-536400		Parts and Repairs		125/11395/CUST#294/LA	151.13

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
18826	ODP BUSINESS SOLUTIONS, LLC	03/20/2024	Regular	0.00	251.63	1145644

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
353246367001	Invoice	02/06/2024	125/11094/ACCT#30113665/DIST CLERK/	0.00	6.56
125-417-530200		Supplies and Stationary		125/11094/ACCT#301136	6.56
355172523001	Invoice	02/21/2024	125/11413/ACCT#30113665/TREASURER/	0.00	58.78
125-436-530200		Supplies and Stationary		125/11413/ACCT#301136	58.78
355179241001	Invoice	02/22/2024	125/11414/ACCT#30113665/TREASURER/	0.00	88.36
125-436-530200		Supplies and Stationary		125/11414/ACCT#301136	88.36
355179242001	Invoice	02/21/2024	125/11415/ACCT#30113665/TREASURER/	0.00	51.33
125-436-530200		Supplies and Stationary		125/11415/ACCT#301136	51.33
357104055001	Invoice	02/27/2024	125/11409/ACCT#30113665/DIST COURT	0.00	46.60
125-413-530200		Supplies and Stationary		125/11409/ACCT#301136	46.60

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20481	ON YOUR WAY STORAGE, LLC	03/20/2024	Regular	0.00	249.00	1145645

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
632	Invoice	03/08/2024	604/11611/RENTAL FOR 3RD FLOOR STOR	0.00	249.00
604-604-581837		Swing Space		604/11611/RENTAL FOR 3	249.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00928	O'REILLY AUTO PARTS	03/20/2024	Regular	0.00	1,151.61	1145646

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	
0603-143311	Invoice	02/22/2024	125/11465/ACCT#1804710/LAW ENF/PO	0.00	147.06	
125-518-536400		Parts and Repairs		125/11465/ACCT#180471	147.06	
0603-144211	Invoice	02/26/2024	125/11462/ACCT#1804710/LAW ENF/PO	0.00	222.00	
125-518-536400		Parts and Repairs		125/11462/ACCT#180471	222.00	
0603-144623	Invoice	02/28/2024	125/11463/ACCT#1804710/LAW ENF/PO	0.00	308.64	
125-518-536400		Parts and Repairs		125/11463/ACCT#180471	308.64	
0603-144917	Invoice	02/29/2024	125/11572/ACCT#1804710/LAW ENF/PO	0.00	84.03	
125-518-536400		Parts and Repairs		125/11572/ACCT#180471	84.03	
0603-145666	Invoice	03/04/2024	125/11571/ACCT#1804710/LAW ENF/PO	0.00	22.36	
125-518-536400		Parts and Repairs		125/11571/ACCT#180471	22.36	
0603-145677	Invoice	03/04/2024	125/11569/ACCT#1804710/LAW ENF/PO	0.00	159.48	
125-518-536400		Parts and Repairs		125/11569/ACCT#180471	159.48	
0603-145739	Invoice	03/04/2024	125/11570/ACCT#1804710/LAW ENF/PO	0.00	208.04	
125-518-536400		Parts and Repairs		125/11570/ACCT#180471	208.04	
18816	PECHUKAS, ROBERT	03/20/2024	Regular	0.00	336.26	1145647
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
030524	Invoice	03/05/2024	125/11513/TAG LUNCHEON PARKING/02.	0.00	10.00	
125-401-563055		Train & Conf/Director Poli		125/11513/TAG LUNCHEO	10.00	
703777846	Invoice	03/20/2024	125/11308/REIMB VG YOUNG CONF/MEA	0.00	326.26	
125-401-563055		Train & Conf/Director Poli		125/11308/REIMB VG YOU	326.26	
18525	PETROLEUM TRADERS CORPORATIC	03/20/2024	Regular	0.00	19,951.28	1145648
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
993264/1	Invoice	02/07/2024	110/11147/ACCT#993264/1/R&B/PO 396	0.00	19,951.28	
110-530-537501		Fuel		110/11147/ACCT#993264/	19,951.28	
02156	PIERCE, CHERYL L	03/20/2024	Regular	0.00	52.26	1145649
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
030424	Invoice	03/20/2024	241/11369/MILEAGE REIMB/3.4.24	0.00	52.26	
241-595-561209		ARP Miscellaneous		241/11369/MILEAGE REIM	52.26	
17802	PINEDA, MOISES	03/20/2024	Regular	0.00	380.02	1145650
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
030424	Invoice	03/20/2024	318/11362/MILEAGE-MEALS REIMB/JUV L	0.00	380.02	
318-592-545300		Travel/Training		318/11362/MILEAGE-MEA	380.02	
20752	PRAIRIE VIEW CHI ALPHA CAMPUS I	03/20/2024	Regular	0.00	100.00	1145651
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
030624	Invoice	03/20/2024	125/11446/SECURITY DEP/COMM CTR/02	0.00	100.00	
125-210-111510		Security Deposit/Comm C		125/11446/SECURITY DEP/	100.00	
17688	PRECISION UTILITY, LLC	03/20/2024	Regular	0.00	267.75	1145652
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
4872	Invoice	03/01/2024	125/11490/WATER SYSTEM/ANNEX MAR	0.00	267.75	
125-411-542600		Utilities		125/11490/WATER SYSTE	267.75	
01823	PROSPERITY BANK	03/20/2024	Regular	0.00	142.02	1145653

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	
031024	Invoice	03/10/2024	125/11547/CHECK SUPPLIES TAX	0.00	142.02	
125-411-540600		Depository Charges		125/11547/CHECK SUPPLI	142.02	
17659	QUADIENT, INC	03/20/2024	Regular	0.00	281.20	1145654
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
16889492	Invoice	02/13/2023	125/11672/CUST#41777710-836257/COU	0.00	281.20	
125-411-531400		Postage		125/11672/CUST#417777	281.20	
14944	QUALIFICATION TARGETS INC,	03/20/2024	Regular	0.00	162.78	1145655
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
22401113	Invoice	02/26/2024	125/11330/INV#22401113/SO/PO 39781	0.00	162.78	
125-516-581700		Equipment		125/11330/INV#22401113	162.78	
19075	QUIDDITY ENGINEERING, LLC	03/20/2024	Regular	0.00	2,250.00	1145656
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
ARIV1012902	Invoice	02/12/2024	110/10820/PROJECT#R0029-0081-00/R&	0.00	2,250.00	
110-530-545800		Prof Consult/Flood Plain		110/10820/PROJECT#R002	2,250.00	
06120	QUILL CORPORATION	03/20/2024	Regular	0.00	4,124.69	1145657
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2227864	Credit Memo	12/18/2023	125/10844/ACCT#129429/CSCD	0.00	-1,293.24	
125-519-530100		Supplies		125/10844/ACCT#129429/	-1,293.24	
36273130	Invoice	12/20/2023	125/10369/ACCT#129429/CSCD	0.00	38.40	
125-519-530100		Supplies		125/10369/ACCT#129429/	38.40	
36282347	Invoice	12/20/2023	125/10370/ACCT#129429/CSCD	0.00	1,254.84	
125-519-530100		Supplies		125/10370/ACCT#129429/	1,254.84	
36786782	Invoice	01/22/2024	125/11383/ACCT#3052906/LIB/PO 39220	0.00	33.20	
125-537-530200		Supplies and Stationary		125/11383/ACCT#305290	33.20	
36798678	Invoice	01/22/2024	125/11382/ACCT#3052906/LIB/PO 39219	0.00	79.45	
125-537-530200		Supplies and Stationary		125/11382/ACCT#305290	79.45	
36800483	Invoice	01/22/2024	125/11381/ACCT#3052906/LIB/PO 39221	0.00	9.96	
125-537-530200		Supplies and Stationary		125/11381/ACCT#305290	9.96	
36945287	Invoice	01/30/2024	125/11027/ACCT#129429/TAX/PO 39261	0.00	23.49	
125-438-530200		Supplies and Stationary		125/11027/ACCT#129429/	23.49	
36977989	Invoice	01/31/2024	125/11029/ACCT#129429/TAX/PO 39261	0.00	1,729.66	
125-438-530200		Supplies and Stationary		125/11029/ACCT#129429/	1,729.66	
36995846	Invoice	02/01/2024	125/11028/ACCT#129429/TAX/PO 39261	0.00	7.83	
125-438-530200		Supplies and Stationary		125/11028/ACCT#129429/	7.83	
37201475	Invoice	02/13/2024	110/11439/ACCT#2893854/R&B/PO 3984	0.00	159.86	
110-524-530500		Office & Drafting Supplies		110/11439/ACCT#289385	159.86	
37250088	Invoice	02/15/2024	110/11440/ACCT#2893854/R&B/PO 3984	0.00	341.99	
110-524-530500		Office & Drafting Supplies		110/11440/ACCT#289385	341.99	
37251644	Invoice	02/15/2024	125/11421/ACCT#6339342/SO/PO 39796	0.00	31.01	
125-516-530200		Supplies and Stationary		125/11421/ACCT#633934	31.01	
37336903	Invoice	02/21/2024	125/11500/ACCT#6339342/SO JAIL/PO 39	0.00	6.90	
125-505-530200		Supplies and Stationary		125/11500/ACCT#633934	6.90	
37342659	Invoice	02/21/2024	110/11613/ACCT#2893854/R&B/PO 3993	0.00	22.02	
110-524-530500		Office & Drafting Supplies		110/11613/ACCT#289385	22.02	
37387104	Invoice	02/23/2024	125/11326/ACCT#6339342/SO JAIL/PO 39	0.00	374.98	
125-505-530200		Supplies and Stationary		125/11326/ACCT#633934	374.98	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
37393751	Invoice	02/26/2024	125/11423/ACCT#6339342/SO/PO 39827	0.00	132.50	
125-516-530200	Supplies and Stationary		125/11423/ACCT#633934		132.50	
37408677	Invoice	02/26/2024	125/11422/ACCT#6339342/SO/PO 39828	0.00	409.57	
125-516-530200	Supplies and Stationary		125/11422/ACCT#633934		409.57	
37552378	Invoice	03/05/2024	125/11482/ACCT#6339342/SO/PO 39901	0.00	76.47	
125-516-530200	Supplies and Stationary		125/11482/ACCT#633934		76.47	
37602575	Invoice	03/07/2024	125/11603/ACCT#6339342/SO/PO 39946	0.00	685.80	
125-516-530200	Supplies and Stationary		125/11603/ACCT#633934		685.80	

06150	RB EVERETT & COMPANY	03/20/2024	Regular	0.00	7,969.38	1145658
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
SI129282	Invoice	03/05/2024	110/11434/CUST ID#C13884/R&B/PO 39	0.00	6,061.98	
110-530-568455	Fleet Operations		110/11434/CUST ID#C138		6,061.98	
SI129283	Invoice	03/05/2024	110/11433/CUST ID#C13884/R&B/PO 39	0.00	891.00	
110-530-568455	Fleet Operations		110/11433/CUST ID#C138		891.00	
SI129284	Invoice	03/05/2024	110/11432/CUST ID#C13884/R&B/PO 39	0.00	1,016.40	
110-530-568455	Fleet Operations		110/11432/CUST ID#C138		1,016.40	

02055	RECOVERY MONITORING	03/20/2024	Regular	0.00	2,755.00	1145659
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
9946973	Invoice	02/29/2024	125/11568/ACCT#2079353508/506TH AP	0.00	290.00	
125-422-567110	SCRAM/Monitoring		125/11568/ACCT#207935		290.00	
9946974	Invoice	02/29/2024	125/11567/ACCT#2079353508/506TH AP	0.00	250.00	
125-422-567110	SCRAM/Monitoring		125/11567/ACCT#207935		250.00	
9946975	Invoice	02/29/2024	125/11566/ACCT#2079353508/506TH AP	0.00	290.00	
125-422-567110	SCRAM/Monitoring		125/11566/ACCT#207935		290.00	
9946980	Invoice	02/29/2024	125/11560/ACCT#2079353508/506TH AP	0.00	319.00	
125-422-567110	SCRAM/Monitoring		125/11560/ACCT#207935		319.00	
9946981	Invoice	02/29/2024	125/11565/ACCT#2079353508/506TH AP	0.00	319.00	
125-422-567110	SCRAM/Monitoring		125/11565/ACCT#207935		319.00	
9946982	Invoice	02/29/2024	125/11559/ACCT#2079353508/506TH AP	0.00	319.00	
125-422-567110	SCRAM/Monitoring		125/11559/ACCT#207935		319.00	
9946983	Invoice	02/29/2024	125/11561/ACCT#2079353508/506TH AP	0.00	319.00	
125-422-567110	SCRAM/Monitoring		125/11561/ACCT#207935		319.00	
9946984	Invoice	02/29/2024	125/11564/ACCT#2079353508/506TH AP	0.00	319.00	
125-422-567110	SCRAM/Monitoring		125/11564/ACCT#207935		319.00	
9946985	Invoice	02/29/2024	125/11563/ACCT#2079353508/506TH AP	0.00	319.00	
125-422-567110	SCRAM/Monitoring		125/11563/ACCT#207935		319.00	
9946986	Invoice	02/29/2024	125/11562/ACCT#2079353508/506TH AP	0.00	11.00	
125-422-567110	SCRAM/Monitoring		125/11562/ACCT#207935		11.00	

T.12785	RENAISSANCE AUSTIN HOTEL	03/20/2024	Regular	0.00	401.71	1145660
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
98276744	Invoice	03/20/2024	125/11366/TCDRS CONF/J. SARGENT/07.1	0.00	401.71	
125-436-563000	Training & Conference Ex		125/11366/TCDRS CONF/J.		401.71	

11846	REPUBLIC SERVICES #473 *	03/20/2024	Regular	0.00	165.02	1145661
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**	**Project Account Key**	**Item Description**		**Dist Amount**	
0473-000505126	Invoice	02/29/2024	125/11471/ACCT#3-0473-0013617/ANNE	0.00	165.02	
125-411-542600	Utilities		125/11471/ACCT#3-0473-		165.02	

11846	REPUBLIC SERVICES #473 *	03/20/2024	Regular	0.00	612.55	1145662

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	
0473-000505025	Invoice	02/26/2024	125/11521/ACCT#3-0473-0013302/ANNE	0.00	612.55	
125-411-542600	Utilities		125/11521/ACCT#3-0473-		612.55	
11846	REPUBLIC SERVICES #473 *	03/20/2024	Regular	0.00	165.02	1145663
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
0473-000505125	Invoice	02/26/2024	125/11472/ACCT#3-0473-0013616/ANNE	0.00	165.02	
125-411-542600	Utilities		125/11472/ACCT#3-0473-		165.02	
11846	REPUBLIC SERVICES #473 *	03/20/2024	Regular	0.00	242.45	1145664
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
0473-000504928	Invoice	02/26/2024	125/11524/ACCT#3-0473-0004704/COM	0.00	242.45	
125-411-542600	Utilities		125/11524/ACCT#3-0473-		242.45	
11846	REPUBLIC SERVICES #473 *	03/20/2024	Regular	0.00	627.28	1145665
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
0473-000500964	Invoice	11/26/2023	125/11520/ACCT#3-0473-0013302/ANNE	0.00	627.28	
125-411-542600	Utilities		125/11520/ACCT#3-0473-		627.28	
01406	ROMCO EQUIPMENT COMPANY	03/20/2024	Regular	0.00	169.02	1145666
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
110213293	Invoice	01/26/2024	110/11427/CUST#93834/R&B/PO 39760	0.00	169.02	
110-530-568455	Fleet Operations		110/11427/CUST#93834/R		169.02	
16591	RUGGED DEPOT	03/20/2024	Regular	0.00	1,199.51	1145667
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
77626	Invoice	01/30/2024	125/11607/CUST#C15492/SO/PO 39947	0.00	1,199.51	
125-516-581700	Equipment		125/11607/CUST#C15492/		1,199.51	
12583	SAM HOUSTON STATE UNIVERSITY -	03/20/2024	Regular	0.00	1,160.00	1145668
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
030424	Invoice	03/20/2024	318/11360/ DRUG IMPACT CON/D. ANTH	0.00	290.00	
318-592-545300	Travel/Training		125/11360/REG. DRUG IM		290.00	
030424-1	Invoice	03/20/2024	318/11359/DRUG IMPACT CONF/M. PINE	0.00	290.00	
318-592-545300	Travel/Training		318/11359/DRUG IMPACT		290.00	
030424-2	Invoice	03/20/2024	318/11358/DRUG IMPACT CONF/M. FRAN	0.00	290.00	
318-592-545300	Travel/Training		318/11358/DRUG IMPACT		290.00	
030424-3	Invoice	03/07/2024	318/11357/DRUG IMPACT CONF/V. ANGE	0.00	290.00	
318-592-545300	Travel/Training		318/11357/DRUG IMPACT		290.00	
20646	SIGNARAMA-MAGNOLIA.COM	03/20/2024	Regular	0.00	344.80	1145669
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
INV-3643	Invoice	02/22/2024	125/11125/INV#INV-3643/BUILD MAINT/	0.00	344.80	
125-442-544400	Facility Renovations		125/11125/INV#INV-3643/		344.80	
19933	SINGLETON ASSOCIATES, P.A.	03/20/2024	Regular	0.00	13.90	1145670
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
030424	Invoice	03/04/2024	125/11550/MEDICAL SERVICES / JAIL	0.00	13.90	
125-525-546410	Medical Services/Jail		125/11550/MEDICAL SERV		13.90	
T.10521	SIRCHIE FINGER PRINT LAB	03/20/2024	Regular	0.00	1,026.21	1145671

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	
0631882-IN	Invoice	02/16/2024	125/11329/CUST#00-0077445/SO/PO 39	0.00	964.65	
125-516-563350		CID	125/11329/CUST#00-0077		964.65	
0632311-IN	Invoice	02/20/2024	125/11328/CUST#00-0077445/SO/PO 39	0.00	61.56	
125-516-563350		CID	125/11328/CUST#00-0077		61.56	
DAN	SPARKLETTS & SIERRA SPRINGS	03/20/2024	Regular	0.00	78.44	1145672
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
14429928 02242	Invoice	02/24/2024	110/11441/ACCT#646481614429928/R&	0.00	78.44	
110-524-530500		Office & Drafting Supplies	110/11441/ACCT#646481		78.44	
17739	SPARKLIGHT	03/20/2024	Regular	0.00	706.78	1145673
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
030124-COURTH	Invoice	03/01/2024	125/11675/ACCT#139746259/CRTHSE AN	0.00	120.93	
125-411-542502		Internet Service	125/11675/ACCT#139746		120.93	
030124-LIB	Invoice	03/01/2024	125/11674/ACCT#132001140/LIB/03.01 T	0.00	585.85	
125-411-542501		Telephone/Equip & Svc	125/11674/ACCT#132001		585.85	
T.12617	STEINHAUSER'S	03/20/2024	Regular	0.00	161.21	1145674
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
32427/6	Invoice	02/26/2024	125/11324/CUST#12211/ANIMAL CONTR	0.00	61.23	
125-515-545910		Animal Housing/Care	125/11324/CUST#12211/A		61.23	
48868/1	Invoice	03/05/2024	125/11479/CUST#12211/SO/PO 39881	0.00	99.98	
125-516-530204		K9 Dog Supplies	125/11479/CUST#12211/S		99.98	
18149	STERLING FLAGS	03/20/2024	Regular	0.00	5,226.66	1145675
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2024023	Invoice	01/26/2024	125/10377/INV#2024023/BUILD MAINT/	0.00	5,226.66	
125-442-530100		Supplies	125/10377/INV#2024023/		5,226.66	
12028	STEWART & STEVENSON	03/20/2024	Regular	0.00	1,311.60	1145676
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
40261512	Invoice	02/27/2024	110/11540/CUST#463332/R&B/PO 39850	0.00	1,311.60	
110-530-568455		Fleet Operations	110/11540/CUST#463332/		1,311.60	
07555	TAC SECURITY	03/20/2024	Regular	0.00	1,908.50	1145677
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
24 1116 03	Invoice	03/01/2024	125/11456/ACCT#03 13 5313/JP#2/PO 38	0.00	222.00	
125-419-568426		Office Security	125/11456/ACCT#03 13 53		222.00	
24 3205 03	Invoice	03/01/2024	125/11453/ACCT#09 09 3205/DA/PO 389	0.00	87.50	
125-416-568426		Office Security	125/11453/ACCT#09 09 32		87.50	
24 3227 03	Invoice	03/01/2024	125/11451/ACCT#09 09 3227/JP#3/PO 38	0.00	290.00	
125-420-568426		Office Security	125/11451/ACCT#09 09 32		290.00	
24 3292 03	Invoice	03/01/2024	125/11455/ACCT#09 09 3292/TAX BROOK	0.00	145.00	
125-438-568426		Office Security	125/11455/ACCT#09 09 32		145.00	
24 5211 03	Invoice	03/01/2024	125/11448/ACCT#03 13 5211/LIB BROOK	0.00	145.00	
125-537-568426		Office Security	125/11448/ACCT#03 13 52		145.00	
24 5223 03	Invoice	03/01/2024	125/11449/ACCT#03 13 5223/EA/PO 389	0.00	624.00	
125-434-568426		Office Security	125/11449/ACCT#03 13 52		624.00	
24 5368 03	Invoice	03/01/2024	125/11454/ACCT#03 13 5368/TAX HEMPS	0.00	225.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
125-438-568426	Office Security		125/11454/ACCT#03 13 53		225.00	
24 5427 03	Invoice	03/01/2024	125/11452/ACCT#03 13 5427/LIB HEMPS	0.00	170.00	
125-537-568426	Office Security		125/11452/ACCT#03 13 54		170.00	
15046	TCDRS	03/20/2024	Regular	0.00	280.00	1145678
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
032024-0021	Invoice	03/20/2024	125/11367/2024 ANNUAL TCDRS CONF/J.	0.00	280.00	
125-436-563000		Training & Conference Ex		125/11367/2024 ANNUAL	280.00	
T.12341	TDCAA	03/20/2024	Regular	0.00	1,000.00	1145679
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
239411	Invoice	02/01/2024	125/11274/TDCCA MEMBERSHIP DUES/D	0.00	1,000.00	
125-416-562311		TDCAA Dues		125/11274/TDCCA MEMB	1,000.00	
00971	TEXANA CENTER	03/20/2024	Regular	0.00	35,933.00	1145680
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2024	Invoice	01/03/2024	125/9904/ALLOCATED BUDGET 2024/CC 0	0.00	35,933.00	
125-411-542254		Texana Ctr Behavioral He		125/9904/ALLOCATED BU	35,933.00	
14805	TEXAS ASSOCIATION OF COUNTIES	03/20/2024	Regular	0.00	290.00	1145681
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
353524	Invoice	03/08/2024	125/11528/REG JPCA CONF/C.EVANS/06.	0.00	290.00	
125-418-563000		Training & Conference Ex		125/11528/REG JPCA CON	290.00	
14805	TEXAS ASSOCIATION OF COUNTIES	03/20/2024	Regular	0.00	230.00	1145682
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
353636	Invoice	03/07/2024	125/11557/JPCA CONF REG/WOOLLEY/06	0.00	230.00	
125-419-563000		Training & Conference Ex		125/11557/JPCA CONF RE	230.00	
01909	TEXAS ASSOCIATION OF COUNTIES	03/20/2024	Regular	0.00	452.00	1145683
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
00000902	Invoice	03/01/2024	125/11544/COVERAGE#CAS-2370-202401	0.00	452.00	
125-411-560300		Ins Equip/Build/Pub Liab		125/11544/COVERAGE#CA	452.00	
01909	TEXAS ASSOCIATION OF COUNTIES	03/20/2024	Regular	0.00	48,478.50	1145684
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
00000749	Invoice	03/01/2024	125/110/COVERAGE#WC-2370-20240101	0.00	48,478.50	
110-685-520400		Workers' Compensation		125/110/COVERAGE#WC-	9,695.70	
125-685-520400		Workers' Compensation		125/110/COVERAGE#WC-	38,782.80	
14980	TEXAS ASSOCIATION OF COUNTIES,	03/20/2024	Regular	0.00	597.00	1145685
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
031024	Invoice	03/10/2024	125/11680/ARTS ANNUAL FEE EMPLOYEE	0.00	597.00	
125-685-520303		Health Insurance		125/11680/ARTS ANNUAL	597.00	
13752	TEXAS COMMUNICATIONS OF BRYA	03/20/2024	Regular	0.00	5,766.48	1145686
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
315304-00	Invoice	03/05/2024	125/11497/INV#31534-00/SO COMMUNI	0.00	5,766.48	
125-517-545515		Equipment Rental/Repair		125/11497/INV#31534-00	5,766.48	
15452	TEXAS DEPARTMENT OF STATE HEA	03/20/2024	Regular	0.00	75.00	1145687

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	
9130936569	Invoice	03/11/2024	125/11594/ANIMAL CONTROL OFFICER T	0.00	75.00	
125-515-545300		Training	125/11594/ANIMAL CONT		75.00	
15452	TEXAS DEPARTMENT OF STATE HEA	03/20/2024	Regular	0.00	75.00	1145688
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9130967339	Invoice	03/20/2024	125/11593/ANIMAL CONTROL OFFICER T	0.00	75.00	
125-515-545300		Training	125/11593/ANIMAL CONT		75.00	
12159	TEXAS DIVISION OF EMERGENCY M/	03/20/2024	Regular	0.00	900.00	1145689
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
23CONF-022024-	Invoice	02/29/2024	125/11508/TDEM TRAINING CONF/B/CA	0.00	300.00	
125-509-563000		Training & Conference Ex	125/11508/TDEM TRAININ		300.00	
Q6NBZCY7NLY	Invoice	03/20/2024	125/11310/TDEM 2024 CONF REG/T.DUH	0.00	300.00	
125-440-563000		Training & Conference Ex	125/11310/TDEM 2024 CO		300.00	
ZTNYL2FSYD	Invoice	03/20/2024	125/11309/TDEM 2024 CONF REG/R. PEC	0.00	300.00	
125-401-563055		Train & Conf/Director Poli	125/11309/TDEM 2024 CO		300.00	
10223	TEXAS JUVENILE JUSTICE DEPARTMI	03/20/2024	Regular	0.00	12,393.00	1145690
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
020724	Invoice	02/07/2024	125/11543/REFUND DETENTION / NOV 2	0.00	12,393.00	
125-000-423824		State Grant Revenue	125/11543/REFUND DETE		12,393.00	
01931	THE HOME DEPOT	03/20/2024	Regular	0.00	2,391.81	1145691
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2620377	Invoice	01/05/2024	125/10863/ACCT#6035 3225 3190 5598/	0.00	372.99	
125-442-544700		Repair & Replacement	125/10863/ACCT#6035 32		372.99	
2622690	Invoice	01/25/2024	125/10863/ACCT#6035 3225 3190 5598/	0.00	372.61	
125-442-544700		Repair & Replacement	125/10863/ACCT#6035 32		372.61	
5622333	Invoice	02/01/2024	125/10863/ACCT#6035 3225 3190 5598/	0.00	1,646.21	
125-442-544700		Repair & Replacement	125/10863/ACCT#6035 32		1,646.21	
05811	THE PENWORTHY COMPANY	03/20/2024	Regular	0.00	15.98	1145692
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0597559-IN	Invoice	02/28/2024	125/11401/CUST#1435369_001/LIB/PO 3	0.00	15.98	
125-537-535000		Books, Etc	125/11401/CUST#143536		15.98	
00891	THE WALLER TIMES	03/20/2024	Regular	0.00	180.62	1145693
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
021424	Invoice	03/20/2024	125/11344/REQUEST FOR QUALIFICATION	0.00	180.62	
125-401-544100		Bid Notices and Printing	125/11344/REQUEST FOR		180.62	
HARLO	THOMSON REUTERS - WEST PAYME	03/20/2024	Regular	0.00	533.00	1145694
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
849854680	Invoice	03/01/2024	111/11519/ACCT#1005822168/LAW LIB	0.00	533.00	
111-425-535000		Books, Etc	111/11519/ACCT#100582		533.00	
17809	TISA SOFTWARE	03/20/2024	Regular	0.00	364.00	1145695

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	
1896	Invoice	03/20/2024	125/11376/MAR SPEED TESTING/CC 5.10.	0.00	364.00	
125-401-540900	Prof Consultant Services		125/11376/MAR SPEED TE		364.00	
11422	TRANSUNION RISK & ALTERNATIVE	03/20/2024	Regular	0.00	280.00	1145696
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
48601-202402-1	Invoice	03/01/2024	125/11539/ACCT ID#48601/SO/PO 39874	0.00	280.00	
125-516-562323	Dues and Subscription		125/11539/ACCT ID#4860		280.00	
01500	TRANTEX	03/20/2024	Regular	0.00	1,100.00	1145697
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
0024800	Invoice	02/21/2024	110/11612/INV#0024800/R&B/PO 39889	0.00	1,100.00	
110-530-587411	Sign & Striping Materials		110/11612/INV#0024800/		1,100.00	
17680	TRINICOM COMMUNICATIONS. LLC	03/20/2024	Regular	0.00	421.13	1145698
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
55800	Invoice	03/20/2024	125/11279/JUSTICE CENTER/MAR 2024	0.00	243.46	
125-411-542501	Telephone/Equip & Svc		125/11279/JUSTICE CENTE		243.46	
55801	Invoice	03/20/2024	125/11281/FAX LINE/CC@L 2/MAR 2024	0.00	45.68	
125-411-542501	Telephone/Equip & Svc		125/11281/FAX LINE/CC@		45.68	
55802	Invoice	03/20/2024	125/11280/FAX LINE/JUSTICE/MAR 2024	0.00	131.99	
125-411-542501	Telephone/Equip & Svc		125/11280/FAX LINE/JUSTI		131.99	
18352	TRINITY SERVICES GROUP INC.	03/20/2024	Regular	0.00	10,376.82	1145699
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
3033500200	Invoice	02/29/2024	125/11420/CUST#F303350000/INMATE	0.00	4,480.69	
125-505-563800	Groceries		125/11420/CUST#F303350		4,480.69	
3033500201	Invoice	03/08/2024	125/11606/CUST#F303350000/INAMTE	0.00	4,572.10	
125-505-563800	Groceries		125/11606/CUST#F303350		4,572.10	
3033500202	Invoice	03/08/2024	125/11605/CUST#F303350000/INMATE	0.00	1,324.03	
125-505-563800	Groceries		125/11605/CUST#F303350		1,324.03	
T.7358	ULINE SHIPPING SUPPLY	03/20/2024	Regular	0.00	4,663.71	1145700
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
170382302	Invoice	11/01/2023	125/11275/CUST#16137620/BUILD MAIN	0.00	1,404.00	
125-442-544400	Facility Renovations		125/11275/CUST#161376		1,404.00	
170382302-SWIN	Invoice	11/01/2023	604/11275/CUST#16137620/SWING SPAC	0.00	2,603.51	
604-604-581837	Swing Space		604/11275/CUST#161376		2,603.51	
173898600	Invoice	02/01/2024	125/11555/CUST#5647125/SO JAIL/PO 3	0.00	656.20	
125-505-564300	Disinfectant and Soap		125/11555/CUST#564712		656.20	
11073	UNION PACIFIC RAILROAD COMPAN	03/20/2024	Regular	0.00	2,273.50	1145701
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
90124254	Invoice	03/14/2023	110/9759/CUST#55758/R&B/PO 39830	0.00	1,407.00	
110-530-586000	Right Of Way		110/9759/CUST#55758/R		1,407.00	
90128986	Invoice	09/19/2023	110/9760/CUST#55758/R&B/PO 39832	0.00	866.50	
110-530-586000	Right Of Way		110/9760/CUST#55758/R		866.50	
14365	UTILITY TRAILER SALES SOUTHEAST	03/20/2024	Regular	0.00	4,108.80	1145702

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	
237601	Invoice	12/31/2023	110/1142873/ACCT#62042/R&B/PO 3784	0.00	4,108.80	
110-530-568455		Fleet Operations		110/1142873/ACCT#6204	4,108.80	
10491	VARDILOS, ANTHONY	03/20/2024	Regular	0.00	100.00	1145703
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
030424	Invoice	03/20/2024	125/11406/REIMB. SAFETY BOOTS	0.00	100.00	
110-530-547522		Health, Safety & Hazard		125/11406/REIMB. SAFETY	100.00	
12606	VERIZON	03/20/2024	Regular	0.00	994.45	1145704
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9955517772	Invoice	02/01/2024	110/10856/ACCT#221650167-00001/R&B	0.00	994.45	
110-524-544900		Service Contracts/Repairs		110/10856/ACCT#221650	994.45	
12590	VERIZON	03/20/2024	Regular	0.00	5,288.22	1145705
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9957431182-CO J	Invoice	02/23/2024	125/11345/ACCT#542011369-00001/CO J	0.00	37.99	
125-440-581816		Air Card/Wireless		125/11345/ACCT#542011	37.99	
9957431182-CO	Invoice	02/23/2024	125/11345/ACCT#542011369-00001/CO	0.00	151.96	
125-401-581816		Air Card/Wireless		125/11345/ACCT#542011	151.96	
9957431182-COU	Invoice	02/23/2024	125/11345/ACCT#542011369-00001/COU	0.00	4,929.86	
125-411-542505		County Cell Phone		125/11345/ACCT#542011	4,929.86	
9957431182-FM	Invoice	02/23/2024	125/11345/ACCT#542011369-00001/FM/	0.00	37.99	
125-509-581816		Air Card/Wireless/Softwa		125/11345/ACCT#542011	37.99	
9957431182-IT	Invoice	02/23/2024	125/11345/ACCT#542011369-00001/IT/P	0.00	130.42	
125-441-581816		Air Card/Wireless		125/11345/ACCT#542011	130.42	
12608	VERIZON	03/20/2024	Regular	0.00	648.12	1145706
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9955608286-COU	Invoice	02/01/2024	125/10998/ACCT#721942531-00001/COU	0.00	78.21	
125-411-542505		County Cell Phone		125/10998/ACCT#721942	78.21	
9955608286-EA	Invoice	02/01/2024	125/10998/ACCT#721942531-00001/EA/	0.00	569.91	
125-434-581816		Air Card/Wireless		125/10998/ACCT#721942	569.91	
17322	VERIZON CONNECT NWF, INC	03/20/2024	Regular	0.00	793.31	1145707
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
OSV0000032417	Invoice	02/01/2024	110/10882/CUST#WALL012/R&B/PO 398	0.00	793.31	
110-524-544900		Service Contracts/Repairs		110/10882/CUST#WALL01	793.31	
17061	VICTORIA COUNTY JUVENILE SERVIC	03/20/2024	Regular	0.00	6,800.00	1145708
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
OCTOBER 2023	Invoice	10/01/2023	318/10122/DETENTION OCT 2023/JUV PR	0.00	6,800.00	
318-578-565504		Short Term Detention		318/10122/DETENTION O	6,800.00	
17789	VICTORY SUPPLY, LLC	03/20/2024	Regular	0.00	233.40	1145709
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV94953	Invoice	03/06/2024	125/11484/CUST#1008 WALLER COUNTY	0.00	233.40	
125-505-568400		Miscellaneous		125/11484/CUST#1008 W	233.40	
20741	VITAL, DOMANIQUE	03/20/2024	Regular	0.00	873.46	1145710

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	
030424	Invoice	03/20/2024	318/11361/MILEAGE-MEALS REIMB/JUV L	0.00	362.02	
318-592-545300	Travel/Training		318/11361/MILEAGE REIM		362.02	
030424-1	Invoice	03/04/2024	318/11592/PACT REIMBURSEMENT TRAI	0.00	74.71	
318-592-545300	Travel/Training		318/11592/PACT REIMBUR		74.71	
030424-2	Invoice	03/04/2024	318/11591/REIMBURSEMENT PACT TRAI	0.00	74.71	
318-592-545300	Travel/Training		318/11591/REIMBURSEM		74.71	
030724	Invoice	03/07/2024	318/11595/REIMBURSEMENT JUV LAW T	0.00	362.02	
318-592-545300	Travel/Training		318/11595/REIMBURSEM		362.02	
16999	VOYAGER FLEET SYSTEMS, INC.	03/20/2024	Regular	0.00	35,535.79	1145711
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
8694246892408	Invoice	02/24/2024	125/11332/ACCT#869424689/SO/PO 397	0.00	35,535.79	
125-516-533000	Fuel and Oil		125/11332/ACCT#869424		35,535.79	
08280	WALLER COUNTY APPRAISAL DISTRI	03/20/2024	Regular	0.00	183,309.50	1145712
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
02152024GWA	Invoice	02/15/2024	125/10991/2ND QTR ALLOCATION/CC 03.	0.00	183,309.50	
125-437-540500	Tax Appraisal District		125/10991/2ND QTR ALLO		183,309.50	
15615	WALLER COUNTY CHILD WELFARE B	03/20/2024	Regular	0.00	30,000.00	1145713
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
2024	Invoice	02/20/2024	125/11158/ALLOCATED BUDGET 2024/CC	0.00	30,000.00	
125-411-547220	Waller Co Child Welfare B		125/11158/ALLOCATED BU		30,000.00	
11588	WALLER COUNTY CHILD WELFARE C	03/20/2024	Regular	0.00	120.00	1145714
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
022024	Invoice	03/20/2024	125/11282/JUROR DONATIONS/JP 2/2.20.	0.00	120.00	
125-415-566500	Petit Jurors		125/11282/JUROR DONATI		120.00	
19444	WALLER COUNTY FEED	03/20/2024	Regular	0.00	97.98	1145715
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
7757/A	Invoice	02/26/2024	125/11325/CUST#12211/SO/PO 39787	0.00	48.99	
125-516-530204	K9 Dog Supplies		125/11325/CUST#12211/S		48.99	
7765/A	Invoice	03/06/2024	125/11483/CUST#12211/SO/PO 39902	0.00	48.99	
125-516-530204	K9 Dog Supplies		125/11483/CUST#12211/S		48.99	
T.10401	WALLER COUNTY PAINT & BODY SH	03/20/2024	Regular	0.00	2,140.76	1145716
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
199-86-24	Invoice	01/12/2024	125/10871/REPAIRS UNIT DA137/LAW EN	0.00	1,996.76	
125-518-536400	Parts and Repairs		125/10871/REPAIRS UNIT		1,996.76	
48784	Invoice	02/23/2024	125/11468/INSPECTION UNIT#315/LAW E	0.00	7.00	
125-518-536400	Parts and Repairs		125/11468/INSPECTION U		7.00	
48812	Invoice	02/26/2024	125/11469/INSPECTION UNIT#120/LAW E	0.00	7.00	
125-518-536400	Parts and Repairs		125/11469/INSPECTION U		7.00	
48829	Invoice	02/28/2024	125/11578/ALIGNEMNT UNIT#204/LAW E	0.00	95.00	
125-518-536400	Parts and Repairs		125/11578/ALIGNEMNT U		95.00	
48843	Invoice	02/29/2024	125/11579/INSPECTION UNIT#104/LAW E	0.00	7.00	
125-518-536400	Parts and Repairs		125/11579/INSPECTION U		7.00	
48851	Invoice	03/01/2024	125/11575/INSPECTION UNIT#108/LAW E	0.00	7.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
125-518-536400	Parts and Repairs		125/11575/INSPECTION U		7.00	
48898 Invoice	03/06/2024	125/11576/INSPECTION UNIT#110/LAW E		0.00	7.00	
125-518-536400	Parts and Repairs		125/11576/INSPECTION U		7.00	
48901 Invoice	03/06/2024	125/11577/INSPECTION UNIT#320/LAW E		0.00	7.00	
125-518-536400	Parts and Repairs		125/11577/INSPECTION U		7.00	
48911 Invoice	03/06/2024	125/11580/INSPECTION UNIT#105/LAW E		0.00	7.00	
125-518-536400	Parts and Repairs		125/11580/INSPECTION U		7.00	
311	WALLER COUNTY TAX OFFICE	03/20/2024	Regular	0.00	7.50	1145717
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
013024 Invoice	01/30/2024	125/10406/REG RENEWAL UNIT# 1002		0.00	7.50	
125-442-544700	Repair & Replacement		125/10406/REG RENEWAL		7.50	
311	WALLER COUNTY TAX OFFICE	03/20/2024	Regular	0.00	15.00	1145718
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
030624 Invoice	03/20/2024	125/1145/REG RENEWAL/UNITS 257-315		0.00	15.00	
125-518-536400	Parts and Repairs		125/1145/REG RENEWAL/		15.00	
01235	WINZER CORPORATION	03/20/2024	Regular	0.00	733.59	1145719
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
1909899 Invoice	02/27/2024	110/11616/CUST#203996/R&B/PO 39936		0.00	733.59	
110-530-568455	Fleet Operations		110/11616/CUST#203996/		733.59	
08768	WITTENBURG PRINTING	03/20/2024	Regular	0.00	918.00	1145720
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
224569 Invoice	02/21/2024	125/11191/INV#224569/EMERGY MGMT		0.00	918.00	
125-440-530202	Emer Mgmt/Supplies & St		125/11191/INV#224569/E		918.00	
T.10534	WOOLLEY, JAMES R.	03/20/2024	Regular	0.00	98.91	1145721
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
030424 Invoice	03/20/2024	125/11377/REIMB. VEHICLE EQUIP		0.00	98.91	
125-419-568400	Miscellaneous		125/11377/REIMB. VEHICL		98.91	
20751	WOOLSEY, KAREN	03/20/2024	Regular	0.00	107.20	1145722
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
022324 Invoice	03/20/2024	241/11237/REIMB MILEAGE FEB 22-23-20		0.00	107.20	
241-595-561209	ARP Miscellaneous		241/11237/REIMB MILEAG		107.20	
08900	XEROX CORPORATION	03/20/2024	Regular	0.00	1,962.91	1145723
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description		Dist Amount	
020633193 Invoice	02/01/2024	125/10827/CUST#726797574/CCAL2/PO		0.00	182.65	
125-430-581813	Copier/Printer		125/10827/CUST#726797		182.65	
020828852 Invoice	03/01/2024	125/11319/CUST#725720353/SO/PO 392		0.00	259.58	
125-516-581813	Copier/Printer		125/11319/CUST#725720		259.58	
020828853 Invoice	03/01/2024	125/11323/CUST#725720353/SO/PO 392		0.00	229.52	
125-516-581813	Copier/Printer		125/11323/CUST#725720		229.52	
020828854 Invoice	03/01/2024	125/11322/CUST#725720353/SO/PO 392		0.00	289.48	
125-516-581813	Copier/Printer		125/11322/CUST#725720		289.48	
020828855 Invoice	03/01/2024	125/11321/CUST#725720353/SO COMM		0.00	348.74	
125-517-581813	Copier/Printer		125/11321/CUST#725720		348.74	
020828856 Invoice	03/01/2024	125/11320/CUST#725720353/SO/PO 392		0.00	213.36	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
125-516-581813	Copier/Printer		125/11320/CUST#725720		213.36	
020828857	Invoice	03/01/2024	125/11318/CUST#725720353/SO JAIL/PO	0.00	247.47	
125-505-581813	Copier/Printer		125/11318/CUST#725720		247.47	
020828867	Invoice	03/01/2024	125/11608/CUST#726840218/TREASURE	0.00	192.11	
125-436-581813	Copier/Printer		125/11608/CUST#726840		192.11	
02309	XPERNET SERVICES, INC	03/20/2024	Regular	0.00	17,328.00	1145724
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
24055140	Invoice	03/01/2024	125/11474/IT SERVICES MARCH	0.00	12,225.00	
125-441-540900	Prof Consultant Services		125/11474/IT SERVICES M		12,225.00	
24055141	Invoice	03/01/2024	125/11475/MaaS360 MANAGEMENT DEV	0.00	578.00	
125-411-542505	County Cell Phone		125/11475/MaaS360 MAN		578.00	
24055142	Invoice	03/01/2024	125/11476/BACK UP SERVICES MARCH / I	0.00	4,525.00	
125-441-540905	Recovery & Retention		125/11476/BACK UP SERVI		4,525.00	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	374	171	0.00	832,220.37
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
	374	**172**	**0.00**	**832,220.37**

Fund Summary

Fund	Name	Period	Amount
998	POOLED CASH	3/2024	832,220.37
			832,220.37

Check Register

Waller County, TX

Packet: APPKT06188 - COMM CRT ADD RECURRING 03/20/2024

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
13202	CARDENAS, ROBERT	03/20/2024	Regular	0.00	5,000.00	1145727

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
FEBRUARY 2024	Invoice	03/20/2024	CONTRACT ATTY 506TH / FEBRUARY 202	0.00	5,000.00
125-422-541000		Attorney Ad Litem & Misc		CONTRACT ATTY 506TH /	5,000.00

01113	CARRINGTON, PATRICE	03/20/2024	Regular	0.00	5,000.00	1145728

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
FEBRUARY 2024	Invoice	03/20/2024	CONTRACT ATTY CCAL / FEBRUARY 2024	0.00	5,000.00
125-422-541000		Attorney Ad Litem & Misc		CONTRACT ATTY CCAL / FE	5,000.00

14362	CONNETT, RUTH	03/20/2024	Regular	0.00	1,375.00	1145729

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
APRIL 2024	Invoice	03/20/2024	KARISCH BUILDING RENT / APRIL 2024	0.00	1,375.00
125-434-581900		Building Rental		KARISCH BUILDING RENT /	1,375.00

14604	COUFAL, ZACHARY PAUL	03/20/2024	Regular	0.00	5,000.00	1145730

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
FEBRUARY 2024	Invoice	03/20/2024	CONTRACT ATTY 506TH / FEBRUARY 2024	0.00	5,000.00
125-422-541000		Attorney Ad Litem & Misc		CONTRACT ATTY 506TH / F	5,000.00

14550	ERNEST BARRIENTOS, P.C.	03/20/2024	Regular	0.00	5,000.00	1145731

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
FEBRUARY 2024	Invoice	03/20/2024	CONTRACT ATTY 506TH / FEBRUARY 2024	0.00	5,000.00
125-422-541000		Attorney Ad Litem & Misc		CONTRACT ATTY 506TH / F	5,000.00

01947	FLEETWOOD, TRAVIS W.	03/20/2024	Regular	0.00	5,000.00	1145732

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
FEBRUARY 2024	Invoice	03/20/2024	CONTRACT ATTY 506TH / FEBRUARY 2024	0.00	5,000.00
125-422-541000		Attorney Ad Litem & Misc		CONTRACT ATTY 506TH / F	5,000.00

12268	GONZALEZ, STEFANIE M	03/20/2024	Regular	0.00	5,000.00	1145733

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
FEBRUARY 2024	Invoice	03/20/2024	CONTRACT ATTY CCAL / FEBRUARY 2024	0.00	5,000.00
125-422-541000		Attorney Ad Litem & Misc		CONTRACT ATTY CCAL / FE	5,000.00

03307	GOODE, ROLFE W.	03/20/2024	Regular	0.00	5,000.00	1145734

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
FEBRUARY 2024	Invoice	03/20/2024	CONTRACT ATTY CCAL / FEBRUARY 2024	0.00	5,000.00
125-422-541000		Attorney Ad Litem & Misc		CONTRACT ATTY CCAL / FE	5,000.00

18456	MATA, JOSE	03/20/2024	Regular	0.00	5,000.00	1145735

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
Account Number		Account Name	Project Account Key	Item Description	Dist Amount
FEBRUARY 2024	Invoice	03/20/2024	CONTRACT ATTY 506TH / FEBRUARY 2024	0.00	5,000.00
125-422-541000		Attorney Ad Litem & Misc		CONTRACT ATTY 506TH / F	5,000.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
19648	MATLAK, MICHAEL	03/20/2024	Regular	0.00	5,000.00	1145736

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
FEBRUUARY 2024	Invoice	03/20/2024	CONTRACT ATTY / 506TH / FEBRUARY 202	0.00	5,000.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-422-541000	Attorney Ad Litem & Misc		CONTRACT ATTY / 506TH /	5,000.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
14075	PARHAM, RUBY J.	03/20/2024	Regular	0.00	5,000.00	1145737

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
FEBRUARY 2024	Invoice	03/20/2024	CONTRACT ATTY 506TH / FEBRUARY 2024	0.00	5,000.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-422-541000	Attorney Ad Litem & Misc		CONTRACT ATTY 506TH / F	5,000.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
06367	RICHARDSON, LEE VAN	03/20/2024	Regular	0.00	5,000.00	1145738

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
FEBRUARY 2024	Invoice	03/20/2024	CONTRACT ATTY 506TH / FEBRUARY 2024	0.00	5,000.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-422-541000	Attorney Ad Litem & Misc		CONTRACT ATTY 506TH / F	5,000.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20698	ROWDY HAACK	03/20/2024	Regular	0.00	5,000.00	1145739

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
FEBRUARY 2024	Invoice	03/20/2024	CONTRACT ATTY / CCAL / FEBRUARY 2024	0.00	5,000.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-422-541000	Attorney Ad Litem & Misc		CONTRACT ATTY / CCAL / F	5,000.00

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
20697	THE LAW OFFICE OF ALISA HARRIS, I	03/20/2024	Regular	0.00	5,000.00	1145740

Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount
FEBRUARY 2024	Invoice	03/20/2024	CONTRACT ATTY / CCAL / FEBRUARY 2024	0.00	5,000.00

Account Number	Account Name	Project Account Key	Item Description	Dist Amount
125-422-541000	Attorney Ad Litem & Misc		CONTRACT ATTY / CCAL / F	5,000.00

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	14	14	0.00	66,375.00
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
	14	**14**	**0.00**	**66,375.00**

Fund Summary

Fund	Name	Period	Amount
998	POOLED CASH	3/2024	66,375.00
			66,375.00

Commissioner's Court Date: 03-20-24

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: March 20, 2024

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

Check Register

Waller County, TX

Packet: APPKT06172 - RATIFIED COMM CRT 03/20/2024

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
01340	BROOKSHIRE M.W.D.	03/12/2024	Regular	0.00	261.66	1145547
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
022324 1	Invoice	02/23/2024	125/11516/ACCT#01-4340-00/LIB/01.16 T	0.00	105.63	
125 411 542600		Utilities		125/11516/ACCT#01-4340	105.63	
022324 2	Invoice	02/23/2024	125/11515/ACCT#01-4350-00/LIB/01.16 T	0.00	49.75	
125 411 542500		Utilities		125/11515/ACCT#01-4350	49.75	
022324 3	Invoice	02/23/2024	110/11517/ACCT#02-4600-00/R&B/01.16	0.00	106.28	
110 524 542600		Utilities		110/11517/ACCT#02-4600	106.28	
20431	WALD RELOCATION SERVICES, LTD	03/12/2024	Regular	0.00	9,806.00	1145548
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
[illegible]	Invoice	12/31/2023	604/11495/COURTHOUSE MOVING/CC 0	0.00	9,806.00	
604 604 581837		Swing Space		604/11495/COURTHOUSE	9,806.00	
T.10401	WALLER COUNTY PAINT & BODY SH	03/12/2024	Regular	0.00	10,765.43	1145549
Payable #	**Payable Type**	**Payable Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number		**Account Name**	**Project Account Key**	**Item Description**	**Dist Amount**	
1230 23	Invoice	12/31/2023	125/10161/RO#1230-23 UNIT#129/LAW	0.00	10,765.43	
125 518 535430		Parts and Repairs		125/10161/RO#1230-23 U	10,765.43	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	5	3	0.00	20,833.09
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**	**20,833.09**

Fund Summary

Fund	Name	Period	Amount
998	POOLED CASH	3/2024	20,833.09
			20,833.09

PERMIT TO CONSTRUCT UTILITY IN WALLER COUNTY RIGHT-OF-WAY

ROAD: **28047 Stockdick Rd**

DATE: **2/24/2024**

To: Andrea Pickens
[CenterPoint Energy Gas]
1111 Louisiana, Suite 1060
Houston, TX 70002
Permit # 24.UP.007

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated **02/27/2024** is approved.

Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (for communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

1. The Court Commission may designate the place along the right-of-way where such lines shall be constructed.

2. Emplacement of buried lines shall be a minimum of 36 inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County.

3. All placement of lines beneath roadways and asphalt or concrete paved driveways shall be jacked or bored. No open cut will be allowed within five feet of the edge of roadways or such driveways. Open cuts on unpaved driveways shall be performed only with a trenching machine and shall not be excavated. In such cases the trench shall be backfilled and compacted. The driveway surface shall be restored to its original condition. Any variance to these requirements shall have the Commissioners' Court approval.

4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.

5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.

6. The Court Commission may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

The contractor must notify the County Engineer at (979) 826-7670, forty-eight (48) hours prior to starting construction of the line in order that we may have a representative present. An inspection of the line installation is required prior to backfilling the excavation to confirm proper cover depth.

SPECIAL PROVISIONS:

WALLER COUNTY COMMISSIONERS' COURT

Carbett "Trey" J. Duhon III, County Judge

It is ORDERED by the Court on motion by Commissioner Jones, duly seconded by Commissioner Beckendorff, that the above and foregoing request be and the same is hereby approved, with all members present voting in favor and 0 members present voting opposed. The County Engineer is authorized to comply with the above requests.

March 20, 2024
Date

Debbie Hollan
Debbie Hollan, County Clerk

Deputy

24.UP.001

Item 9.

NOTICE OF PROPOSED UTILITY WORK IN WALLER COUNTY RIGHT-OF-WAY

Formal notice is hereby given that CenterPoint Energy Gas (utility contractor) proposes to place a

2" IP Pla Svc within the right-of-way of 28047 Stockdick Rd (street) as follows:

Provide details for location, length, construction method, design (i.e. the dimensions from ROW line, edge of curb or pavement), etc.

Propose to install 420' of 2" IP Pla Svc gas (see attached drawing)

The gas installation will be constructed and maintained on the road right-of-way as directed by Waller County Road & Bridge in accordance with governing laws. Our firm further understands that the County considers proper traffic control measures as those complying with applicable portions of the Texas Manual on Uniform Traffic Control Devices required for adoption by the "Transportation Code" (Ch 251).

The location and description of the proposed work and appurtenances is more fully shown by a PDF drawing and traffic control attached to this notice.

Construction is proposed to begin on or after the 24th day of February, 2024.

Firm: CenterPoint Energy

Address: 1111 Louisiana 1060 Houston, TX 77002

By: Andrea Pickens

Signature: Andrea Pickens

Phone: 713-207-4246

Title: Engineering Support Rep

Email: andrea.pickens@centerpointenergy.com

APPROVAL

This application is hereby approved subject to the following understandings and restrictions.

It is expressly understood that the said Waller County does not hereby imply to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Waller County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Waller County Engineer or Road Administrator with thirty (30) days written notice.

This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners. Permit shall be effective upon acceptance date of Formal Notice presentation in Commissioners Court, for a duration of one (1) year, with the opportunity of a six (6) month extension after a written request is sent and approved by the County Engineer.

APPROVED BY WALLER COUNTY ROAD & BRIDGE DEPT.

County Engineer or Road Administrator

2-24-24

Date

Traffic Controls Required: (Y) N

Traffic Controls Reviewed By: RJPG

Bond: Y N Bond Amount ($): _____

Floodplain Dev. Permit Required: Y (N)

Permit #: _____ Precinct #: 3

R&B Inspector: ROBERT J.P. GOODSPEED

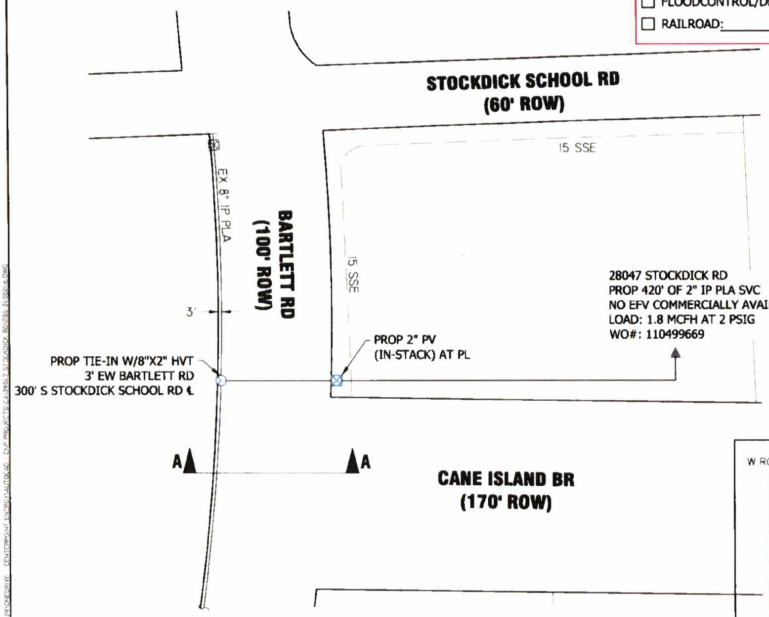
RUSH PRIORITY	
PRIORITY 1	☐
PRIORITY 2	☐
NORMAL	☑

PERMITS REQUIRED FOR CONSTRUCTION

- ☐ NO PERMITS REQUIRED
- ☐ TXDOT
- ☐ CITY:_____
- ☑ COUNTY: WALLER
- ☐ FLOODCONTROL/DRAINAGE:_____
- ☐ RAILROAD:_____



VICINITY MAP



GAS SERVICE COORDINATOR:

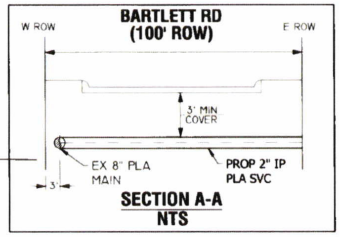
COORDINATE SERVICE LOCATION WITH CYNTHIA MESHELL AT 346-762-9126

INSPECTOR: VICIENTE HERNANDEZ (346-762-9126)

GENERAL NOTES:

1. FIELD VERIFY & LOCATE ALL EXISTING FEEDS, MAINS & SERVICES.
2. MAINTAIN A MINIMUM DEPTH OF 3' UNLESS OTHERWISE NOTED.
3. USE GAUGES TO MONITOR & MAINTAIN FEEDS & PRESSURE.
4. CONTACT DESIGNER (AMBER SAENZ AT 713-207-4637) WITH ANY NECESSARY FIELD CHANGES.
5. THIS PROJECT IS SUBJECT TO SEWER LATERAL INSPECTION TO VERIFY CLEARANCE, PER THE OPTIONS STATED IN THE CONSTRUCTION AND SERVICE MANUAL. ENGINEERING WAS UNABLE TO VERIFY THE CLEARANCE WITH MAPS AND RECORDS.
6. TAKE NECESSARY PRECAUTIONS WHEN CUT, CAP & REMOVING STEEL MATERIAL. ASSUME ALL TAR WRAP PIPE CONTAINS ASBESTOS AND FOLLOW CONSTRUCTION AND SERVICE MANUAL PROCEDURES (SECTION: CS-9-1-330) FOR REMOVAL OF PIPE AND GASKETS WITH ASBESTOS CONTAINING MATERIAL OR PRESUMED ASBESTOS CONTAINING MATERIAL.
7. FOR IP PIPE TEST PRESSURE AT 100 PSIG IN ACCORDANCE WITH SECTION CS-8-1.220 OF THE CONSTRUCTION & SERVICE MANUAL. HP LINE TEST PRESSURE AND DURATION ARE AS NOTED.
8. ALL SERVICE LINES MUST HAVE AN EFV OR CURB VALVE INSTALLED IN ACCORDANCE WITH SECTION CS-FORM 1.150 OF THE CONSTRUCTION AND SERVICE MANUAL AND EFV SIZING CHART. *CONTACT ENGINEERING FOR ADDITIONAL SIZING RECOMMENDATIONS.
9. COORDINATE CATHODIC PROTECTION WITH THE CORROSION DEPARTMENT (JOE FELLMAN AT 713-967-7386) AND ENSURE CP DEPARTMENT IS ON SITE DURING CONSTRUCTION TO MAKE BONDS.
10. DIMENSION ALL TIE-IN LOCATIONS FROM ESTABLISHED RIGHT OF WAYS.
11. CRITERIA TO BE USED FOR TRACER WIRE SELECTION WHEN INSTALLING PLASTIC GAS LINES:
    A. USE #14 TRACER WIRE FOR ALL RESIDENTIAL SERVICE LINES.
    B. USE #14 TRACER WIRE FOR SHORT BORES UP TO 300' AND ALL OTHER NON-BORE INSTALLATIONS.
    C. USE #10 TRACER WIRE WITH ALL BORES LONGER THAN 300'.
    D. USE #8 TRACER WIRE AS NEEDED FOR LARGE BAYOU CROSSINGS AND OTHER EXTRAORDINARY SITUATIONS AND COMPLEX BORES.
    INSPECTOR APPROVAL REQUIRED PRIOR TO WORK.

WALLER COUNTY PERMIT



LEGEND

EXISTING MAIN _____

PROP 2" IP PLA SVC 420'
WO#: 110499669

F:2994074 | O:29880744 | KM:443-D | LAMBERT:4280A3 | Z:701 | SZ:504 | TC:N/A | SOG:00149

DRAFTER: HE 1/22/2024
CKR:_____
ENGR:_____

DESIGNED BY: AMBER SAENZ	713 207 4637	RECOMMENDED BY:	DATE:	DRAWN BY: AS	
ESTIMATED COST: $9,300	CONTRIBUTION: $7,140			DATE: 01/9/2024	
NEED DATE: 02/05/2024	COMPLETION DATE:			SCALE: 1:80	
PURPOSE AND NECESSITY: TO SERVE COMMERCIAL CUSTOMER		APPROVED BY:	DATE:	SHEET: 1 OF 1	

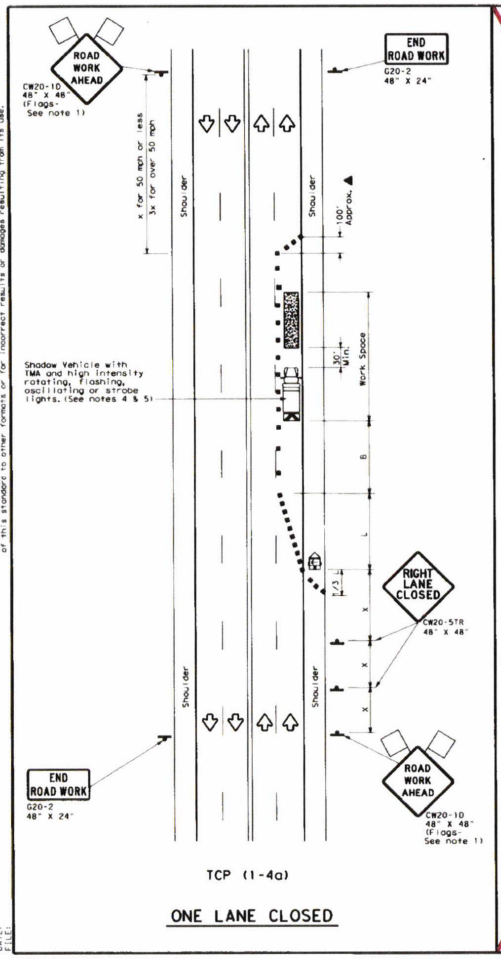
28047 STOCKDICK RD
KATY, TEXAS

CenterPoint Energy

DWG NO: EB5-2400246

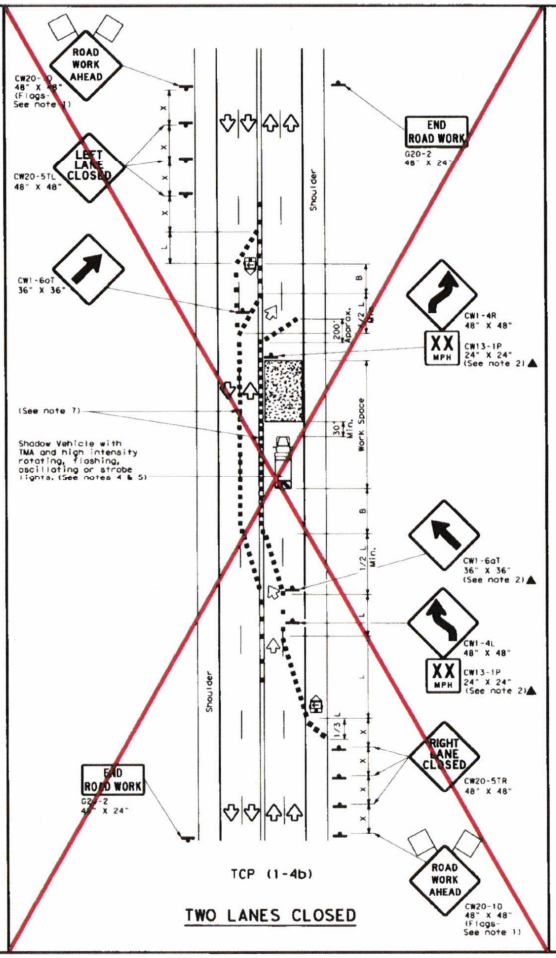
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:



TCP (1-4a)

ONE LANE CLOSED



TCP (1-4b)

TWO LANES CLOSED

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

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50	L=WS	500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

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

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

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW20-1D "ROAD WORK AHEAD" sign may be repeated if the visibility of the work zone is less than 1500 feet.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-4a)

6. If this TCP is used for a left lane closure, CW20-5TL "LEFT LANE CLOSED" signs shall be used and channelizing devices shall be placed on the centerline where needed to protect the work space from opposing traffic with the arrow panel placed in the closed lane near the end of the merging taper.

TCP (1-4b)

7. Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the areas of conflicting markings, not the entire work zone.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN LANE CLOSURES ON MULTILANE CONVENTIONAL ROADS

TCP(1-4)-18

FILE:	tcp1-4-18.dgn	DN:	CK:	DW:	CK:
© TxDOT	December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS					
2-94 4-98		DIST	COUNTY		SHEET NO.
8-95 2-12					
1-97 2-18					

PERMIT TO CONSTRUCT UTILITY IN WALLER COUNTY RIGHT-OF-WAY

ROAD: **Morton Rd**

DATE: **03/06/2024**

To: Matterhorn Express Pipeline, LLC
Glenn Kellison
100 Congress Ave., Ste. 2200
Austin, TX 78701
Permit # 24.UP.005

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated **02/22/2024** is approved.

Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (for communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

1. The Court Commission may designate the place along the right-of-way where such lines shall be constructed.

2. Emplacement of buried lines shall be a minimum of 36 inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County.

3. All placement of lines beneath roadways and asphalt or concrete paved driveways shall be jacked or bored. No open cut will be allowed within five feet of the edge of roadways or such driveways. Open cuts on unpaved driveways shall be performed only with a trenching machine and shall not be excavated. In such cases the trench shall be backfilled and compacted. The driveway surface shall be restored to its original condition. Any variance to these requirements shall have the Commissioners' Court approval.

4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.

5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.

6. The Court Commission may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

The contractor must notify the County Engineer at (979) 826-7670, forty-eight (48) hours prior to starting construction of the line in order that we may have a representative present. An inspection of the line installation is required prior to backfilling the excavation to confirm proper cover depth.

SPECIAL PROVISIONS:

WALLER COUNTY COMMISSIONERS' COURT

Carbett "Trey" J. Duhon III, County Judge

It is ORDERED by the Court on motion by Commissioner Jones, duly seconded by Commissioner Beckendorff, that the above and foregoing request be and the same is hereby approved, with all members present voting in favor and 0 members present voting opposed. The County Engineer is authorized to comply with the above requests.

March 20, 2024
Date

Debbie Hollan
Debbie Hollan, County Clerk

Deputy

24.UP.005

Item 10.

NOTICE OF PROPOSED UTILITY WORK
IN WALLER COUNTY RIGHT-OF-WAY

Formal notice is hereby given that Matterhorn Express Pipeline, LLC (utility contractor) proposes to place a

12" Natural Gas Pipeline within the right-of-way of Morton Road (street) as follows:

Provide details for location, length, construction method, design (i.e. the dimensions from ROW line, edge of curb or pavement), etc.

Please see attached Barlow Spec sheet, Road Profile and Alignment Sheet

The Matterhorn Express Pipeline, LLC Natural Gas Pipeline will be constructed and maintained on the road right-of-way as directed by Waller County Road & Bridge in accordance with governing laws. Our firm further understands that the County considers proper traffic control measures as those complying with applicable portions of the Texas Manual on Uniform Traffic Control Devices required for adoption by the "Transportation Code" (Ch 251).

The location and description of the proposed work and appurtenances is more fully shown by a PDF drawing and traffic control attached to this notice.

Construction is proposed to begin on or after the 1st day of March, 2024.

Firm: Matterhorn Express Pipeline, LLC

By: Glenn Kellison

Signature:

Title: Senior Vice President of Engineering

Address: 100 Congress Ave., Suite 2200
Austin, TX 78701

Phone: 866-277-1250

Email: glenn@wwm-llc.com

APPROVAL

This application is hereby approved subject to the following understandings and restrictions.

It is expressly understood that the said Waller County does not hereby imply to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Waller County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Waller County Engineer or Road Administrator with thirty (30) days written notice.

This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners. Permit shall be effective upon acceptance date of Formal Notice presentation in Commissioners Court, for a duration of one (1) year, with the opportunity of a six (6) month extension after a written request is sent and approved by the County Engineer.

APPROVED BY WALLER COUNTY ROAD & BRIDGE DEPT.

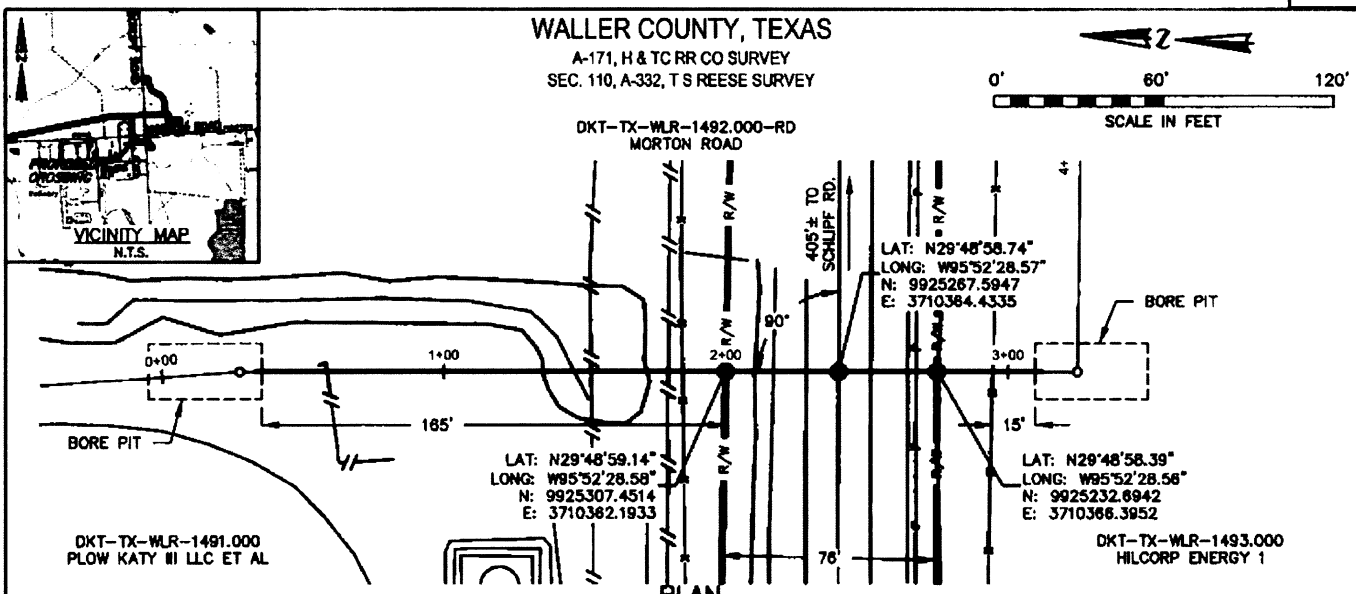
County Engineer or Road Administrator

2-22-24
Date

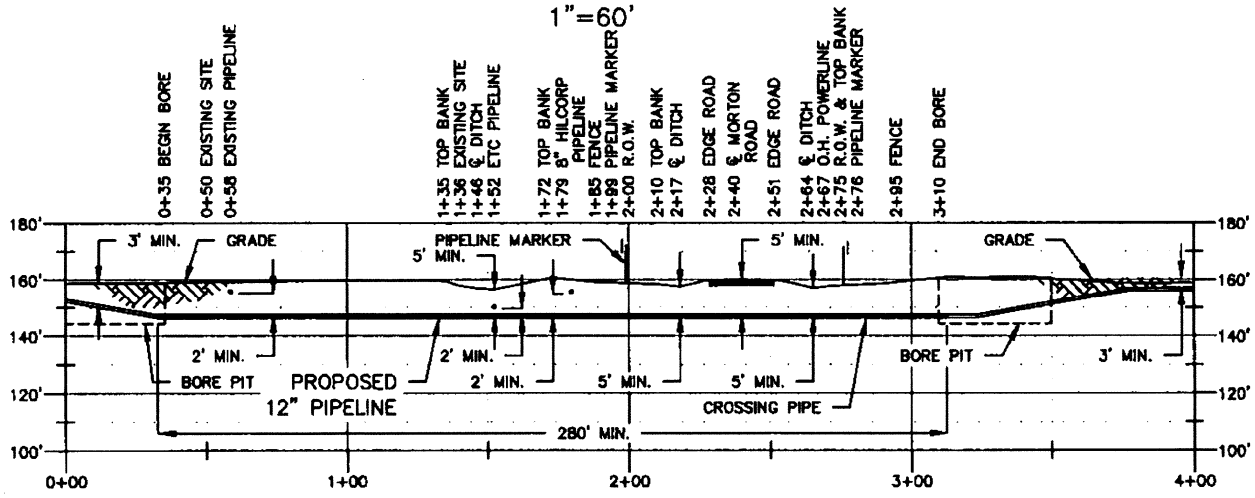
Traffic Controls Required: (Y) N
Traffic Controls Reviewed By: RJPG
Bond: Y N Bond Amount ($): 5000.00
Floodplain Dev. Permit Required: Y (N)
Permit #: _____ Precinct #: 3
R&B Inspector: ROBERT JR GOODSPEED

WALLER COUNTY, TEXAS

A-171, H & TC RR CO SURVEY
SEC. 110, A-332, T S REESE SURVEY



PLAN
1"=60'



PROFILE
1"=60'

CROSSING PIPE.

PRODUCT: NATURAL GAS
CROSSING PIPE: 12" O.D. X 0.375" W.T., API-5L, PSL 2, GRADE X-52
COATING: FBE, ARO & INTERNAL
CATHODIC PROTECTION: IMPRESSED CURRENT SYSTEM
MAOP = 1440 PSIG
INSTALLATION METHOD: BORE
CARRIER MATERIAL: STEEL

NOTES:

1. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH CFR PART 192 OF TITLE 49.
2. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL DETERMINE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES TO BE CROSSED USING VISUAL METHODS.
3. A MINIMUM CLEARANCE OF 2 FEET SHALL BE MAINTAINED BETWEEN PIPELINE AND EXISTING FACILITIES.
4. CROSSING PIPE SHALL EXTEND A MINIMUM OF 5' OUTSIDE OF RIGHT OF WAY.
5. ELEVATION/COORDINATE SYSTEM, NAD 83 TEXAS STATE PLANES, CENTRAL ZONE, US FOOT
6. BORE PITS ARE TO BE LOCATED OUTSIDE OF RIGHT OF WAY. SIZE AND LOCATION ARE APPROXIMATE. CONTRACTOR TO DESIGN BORE PITS PER OSHA REGULATIONS.

GULF INTERSTATE ENGINEERING
TEXAS REGISTERED ENGINEERING FIRM F-2830

DRAWN BY:	ED	DATE	06/15/2023
CHECKED BY:	JCD	DATE	01/24/2024
SCALE:		W.O.	

REV	DESCRIPTION	DATE
C	ISSUED FOR CLIENT REVIEW	01/24/24
B	ISSUED FOR CLIENT REVIEW	08/24/23
A	ISSUED FOR REVIEW	06/16/23

MATTERHORN EXPRESS

MATTERHORN EXPRESS PIPELINE, LLC
PROPOSED 12" PIPELINE
MORTON ROAD CROSSING
DKT-TX-WLR-1492.000-RD

DRAWING NUMBER	SHEET NO	REV
DKT-TX-WLR-1492.000-RD	1 OF 1	C

11:28:54 AM 1/24/2024
C:\work\Vault\1944\PL - Pipeline\Permit Route\Waller\DKT-TX-WLR-1492.000-RD.dwg

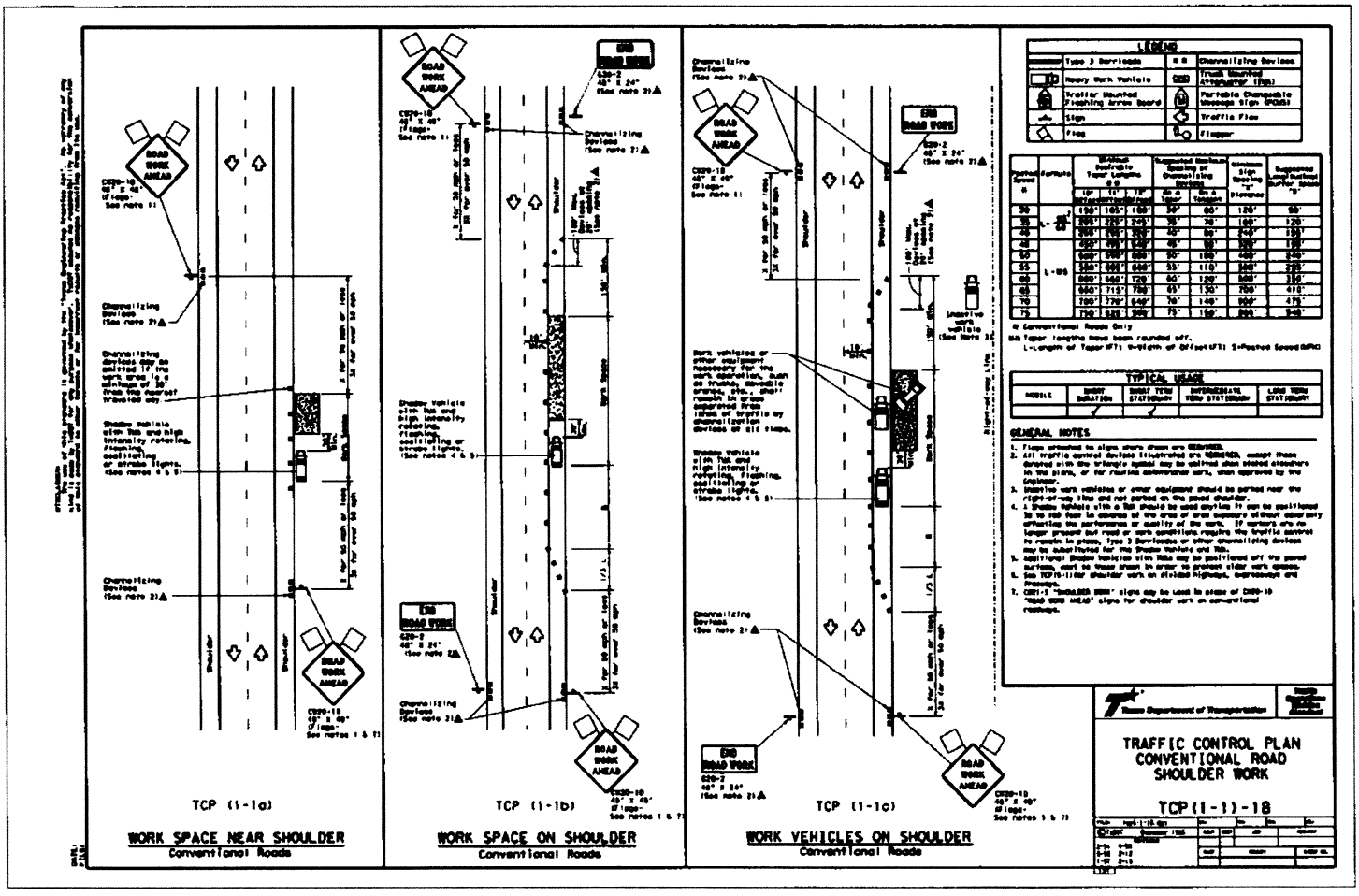

TCP (1-1a)
WORK SPACE NEAR SHOULDER
Conventional Roads
TCP (1-1b)
WORK SPACE ON SHOULDER
Conventional Roads
TCP (1-1c)
WORK VEHICLES ON SHOULDER
Conventional Roads
LEGEND
GENERAL NOTES
TYPICAL USAGE
TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK
TCP(1-1)-18

Exhibit A

Barlow

CARRIER PIPE **Matterhorn Express 12" Dow Katy Lateral** **CASING PIPE** **N/A**

1. Outside Diameter *in.* (D)	12.75	1. Outside Diameter *in.*	N/A
2. Wall Thickness *in.* (t)	0.375	2. Wall Thickness *in.*	N/A
3. Material Specifications	API 5L, PSL2	3. Material Specifications	N/A
4. Minimum Yield Strength (S)	52,000 PSI	4. Minimum Yield Strength	N/A
5. Design Factor (F)	0.5		
6. Longitudinal/Seam Joint Factor (E)	1.00		
7. Temperature Derating Factor (T)	1.00		
8. Max. Operating Pressure/MAOP	1,440 PSI		
9. Design Pressure (P)	1,440 PSI		

The pipeline material and design must meet minimum Federal Safety Standards stated in 49 CFR:

Gas Pipeline Part 192 subpart C
P=((2xSx(t/D))xFxExT)
Design Factor (F): See § 192.111
Longitudinal Joint Factor (E): See § 192.113
Temperature Derating Factor (T): See § 192.115

Liquid Pipeline Part 195 subpart C
P=((2xSx(t/D))xExF)
Steam Joint Factor (E): See § 195.106
Design Factor (F): See § 195.106



TX PE FIRM #F-2830

Barlow Calculation Below
P = ((2 x S x (t / D)) x F x E x T)
P = 2 x 52,000 x (0.375 / 12.75) x 0.5 x 1.0 x 1.0
P = 1,529 psi

Conclusion
The proposed pipe wall thickness passes requirements of 49 CFR 195 and 49 CFR 192.

Engineer's Signature 2-2-2024 Date

Dow Katy-Waller County 0.375" WT

MATTERHORN
EXPRESS

100 Congress Avenue, Suite 2200
Austin, Texas 78701

Date: February 22, 2024

Waller County Engineer's Office
Attn: Tesa Hogan and Wayne Karstadt (Site Development)
775 Business 290 East
Hempstead, TX 77445

RE: Matterhorn Express Pipeline, LLC 12" Natural Gas Pipeline
Notice of Proposed Utility Work in Waller County Right-of-Way Submittal (2 Crossings)

Ms. Hogan and Mr. Karstadt,

My name is Chelsea Popp and, on behalf of Norfleet Land Services, I represent Matterhorn Express Pipeline, LLC. Matterhorn Express Pipeline, LLC (MXP) proposes to install, operate, and maintain a new pipeline and appurtenant facilities for the transportation of natural gas, being approximately 597 miles in total length from Rankin, Texas to Wharton County, Texas and including a lateral pipeline which extends from the KM Texas Katy Meter Station on Property R11077 to the Dow Katy Lateral Meter Station on Property R11536 near Katy, Texas. This "Dow Katy Lateral", a portion of which will cross through Waller County, Texas, is a proposed 12" steel diameter pipeline.

Matterhorn Express Pipeline, LLC respectfully requests approval from Waller County Engineer's Office to install the underground pipeline via bore construction method under the following County Roads in Waller County:

Morton Rd.
Schlipf Rd.

Construction on the MXP project is expected to begin on or around March 1st, 2024.

According to the previous "Requirements for Waller County Utilities Installation Permit" document, the permit fee is anticipated to be $100.00 per crossing. I do not see this fee requirement on the newest version of the "Requirements" online. Is this $100.00 fee still required? If so, it will be paid upon confirmation from the Waller County Engineer's Office. It is understood that a restoration bond will be required. The bond will be submitted after the amount is determined by the County.

Enclosed are the partially executed Notice of Proposed Utility Work in Waller County Right-of-Way for each crossing, Barlow Calculation Sheets, Engineering Plan and Profile Drawingsfor each crossing location and the Traffic Control Plan. I will be happy to provide any additional materials or information if needed.

With sincerest thanks.

Chelsea Popp
Permit Agent, Norfleet Land Services

(337) 288-9777
Chelsea.popp@norfleetland.com
1003 Hasskarl Dr.
Brenham, TX 77833

Item 10.

CHUBB

Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O +908.903.3485
F +908.903.3656

Federal Insurance Company

License/Permit Bond

Bond No. K41735223

Know All Men By These Presents,

That we,
Troy Construction, LLC
8521 McHard Road, Houston, TX 77053 as Principal,
and the FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, (hereinunder called the Surety), as Surety, are held and firmly bound unto
Waller County
775 Bus Hwy 290 East, Hempstead, TX 77445 as Obligee, in the sum of

Five Thousand Dollars and 00/100 Dollars
($ 5,000.00), for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has applied for, or obtained from, Obligee a Dow Katy Lateral – MXP 23.1.1.06 – 24.UP.005 Morton Road Utility Permit

☐ License or ☒ Permit the term of which is as indicated opposite the block checked below:

☒ Continuous, beginning February 27, 2024, in which case the bond may be cancelled by Surety as to subsequent liability by giving thirty (30) days notice (or the minimum period required by law, whichever is greater) in writing to Obligee.

☐ Beginning _____ and ending _____, in which case the bond may be continued by Certificate executed by Surety.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal as such licensee or permittee shall indemnify said Obligee against all loss, costs, expenses or damage to it caused by said Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or non-compliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of the bond.

Signed, sealed and dated February 27, 2024.

Troy Construction, LLC

By _____

FEDERAL INSURANCE COMPANY • INDIANA •

Federal Insurance Company

By _____
Lacey Hitchcock Attorney In Fact

Form 15-02-0340-FED (Rev. 4/19)

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Stacey Bosley, Ashley Britt, Robert C. Davis, Will Duke, Lacey Hitchcock, Nikole Jeannette, Lucas Lomax, Barry K. McCord, David T. Miclette, Jennifer Mitchell, Robert M. Overbey Jr. and Stacy Owens of Houston Texas; Rita G. Gulizo and Norma Toups of New Orleans, Louisiana ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **31st** day of **August, 2023.**

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **31st** day of **August 2023** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22,2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 27, 2024.

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CHUBB

Item 10.

POLICYHOLDER INFORMATION NOTICE

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Chubb's toll-free telephone number for information or to make a complaint at

1-800-36-CHUBB

You may send information to Chubb at:

Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA 23320
Attn: Surety Support
Phone: 800-252-4670 Fax: 800-664-5358

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

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Chubb's para información o para someter una queja al

1-800-36-CHUBB

Usted puede enviar información a Chubb en:

Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA 23320
Attn: Surety Support
Phone: 800-252-4670 Fax: 800-664-5358

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resueve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

PERMIT TO CONSTRUCT UTILITY IN WALLER COUNTY RIGHT-OF-WAY

ROAD: **Schlipf Rd**

DATE: **03/06/2024**

To: Matterhorn Express Pipeline, LLC
Glenn Kellison
100 Congress Ave., Ste. 2200
Austin, TX 78701
Permit # 24.UP.006

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated **02/22/2024** is approved.

Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (for communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

1. The Court Commission may designate the place along the right-of-way where such lines shall be constructed.

2. Emplacement of buried lines shall be a minimum of 36 inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County.

3. All placement of lines beneath roadways and asphalt or concrete paved driveways shall be jacked or bored. No open cut will be allowed within five feet of the edge of roadways or such driveways. Open cuts on unpaved driveways shall be performed only with a trenching machine and shall not be excavated. In such cases the trench shall be backfilled and compacted. The driveway surface shall be restored to its original condition. Any variance to these requirements shall have the Commissioners' Court approval.

4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.

5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.

6. The Court Commission may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

The contractor must notify the County Engineer at (979) 826-7670, forty-eight (48) hours prior to starting construction of the line in order that we may have a representative present. An inspection of the line installation is required prior to backfilling the excavation to confirm proper cover depth.

SPECIAL PROVISIONS:

WALLER COUNTY COMMISSIONERS' COURT

Carbett "Trey" J. Duhon III, County Judge

It is ORDERED by the Court on motion by Commissioner Jones, duly seconded by Commissioner Beckendorff, that the above and foregoing request be and the same is hereby approved, with all members present voting in favor and 0 members present voting opposed. The County Engineer is authorized to comply with the above requests.

March 20, 2024
Date

Debbie Hollan
Debbie Hollan, County Clerk

Deputy

24.UP.006

Item 11.

NOTICE OF PROPOSED UTILITY WORK
IN WALLER COUNTY RIGHT-OF-WAY

Formal notice is hereby given that Matterhorn Express Pipeline, LLC (utility contractor) proposes to place a 12" Natural Gas Pipeline within the right-of-way of Schlipf Road (street) as follows:

Provide details for location, length, construction method, design (i.e. the dimensions from ROW line, edge of curb or pavement), etc.

Please see attached Barlow Spec sheet, Road Profile and Alignment Sheet

The Matterhorn Express Pipeline, LLC Natural Gas Pipeline will be constructed and maintained on the road right-of-way as directed by Waller County Road & Bridge in accordance with governing laws. Our firm further understands that the County considers proper traffic control measures as those complying with applicable portions of the Texas Manual on Uniform Traffic Control Devices required for adoption by the "Transportation Code" (Ch 251).

The location and description of the proposed work and appurtenances is more fully shown by a PDF drawing and traffic control attached to this notice.

Construction is proposed to begin on or after the 1st day of March, 2024.

Firm: Matterhorn Express Pipeline, LLC

By: Glenn Kellison

Signature:

Title: Senior Vice President of Engineering

Address: 100 Congress Ave., Suite 2200
Austin, TX 78701

Phone: 866-277-1250

Email: glenn@wwm-llc.com

APPROVAL

This application is hereby approved subject to the following understandings and restrictions.

It is expressly understood that the said Waller County does not hereby imply to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Waller County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Waller County Engineer or Road Administrator with thirty (30) days written notice.

This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners. Permit shall be effective upon acceptance date of Formal Notice presentation in Commissioners Court, for a duration of one (1) year, with the opportunity of a six (6) month extension after a written request is sent and approved by the County Engineer.

APPROVED BY WALLER COUNTY ROAD & BRIDGE DEPT.

County Engineer or Road Administrator

2-22-24

Date

Traffic Controls Required: (Y) N

Traffic Controls Reviewed By: RJRG

Bond: Y N Bond Amount ($): 5000.00

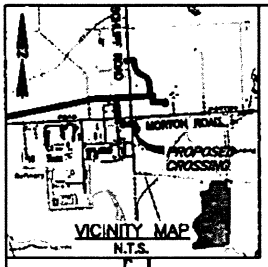
Floodplain Dev. Permit Required: Y (N)

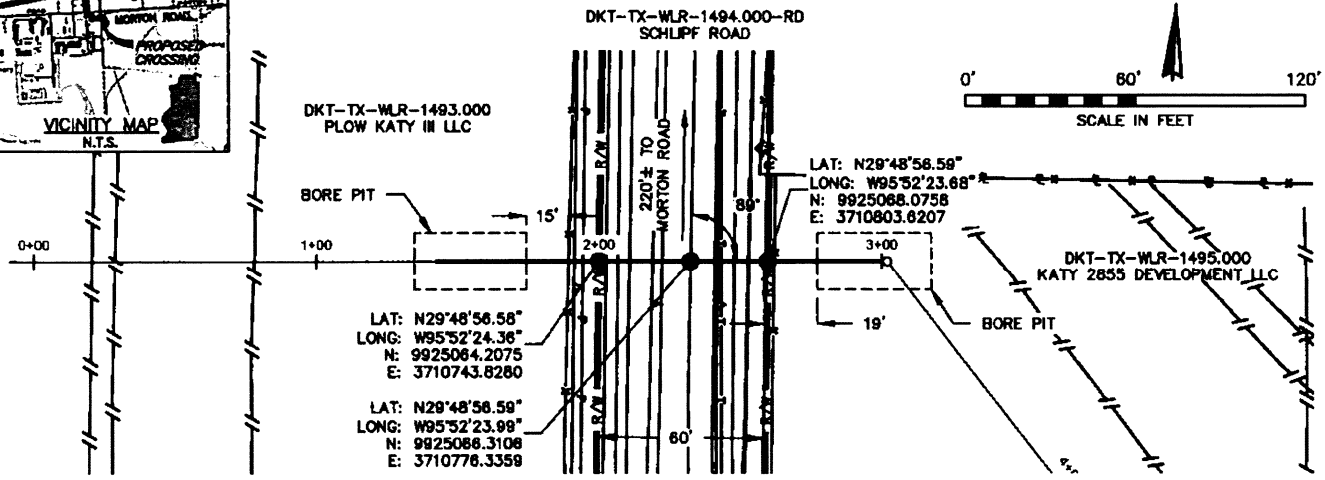
Permit #: _____ Precinct #: 3

R&B Inspector: ROBERT J GOODSPEED

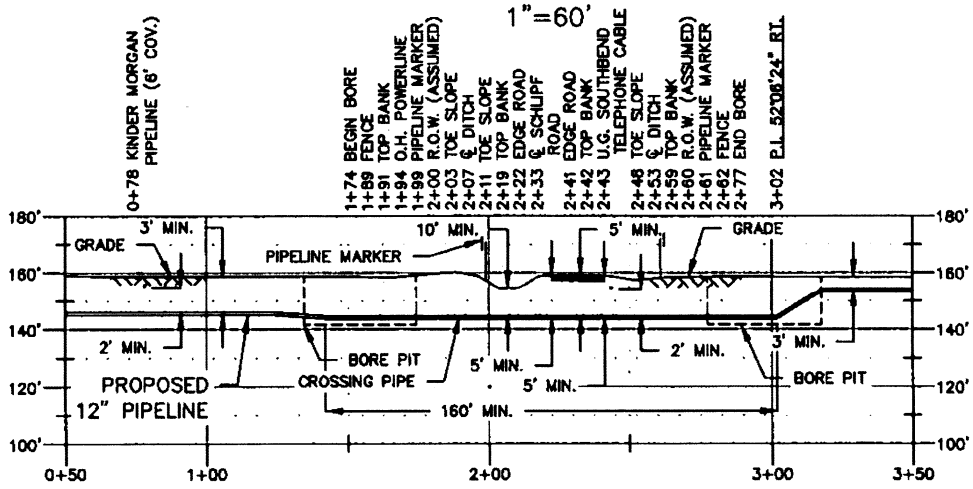
WALLER COUNTY, TEXAS

SEC. 123, A-202, H & TC RR CO SURVEY
SEC. 110, A-332, T S REESE SURVEY





PLAN
1"=60'



PROFILE
1"=60'

CROSSING PIPE

PRODUCT: NATURAL GAS
CROSSING PIPE: 12" O.D. X 0.375" W.T., API-5L, PSL 2, GRADE X-52
COATING: FBE, ARO & INTERNAL
CATHODIC PROTECTION: IMPRESSED CURRENT SYSTEM
MAOP = 1440 PSIG
INSTALLATION METHOD: BORE
CARRIER MATERIAL: STEEL

NOTES:

1. THIS CROSSING IS DESIGNED AND WILL BE CONSTRUCTED IN ACCORDANCE WITH CFR PART 192 OF TITLE 49.
2. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL DETERMINE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES TO BE CROSSED USING VISUAL METHODS.
3. A MINIMUM CLEARANCE OF 2 FEET SHALL BE MAINTAINED BETWEEN PIPELINE AND EXISTING FACILITIES.
4. CROSSING PIPE SHALL EXTEND A MINIMUM OF 5' OUTSIDE OF RIGHT OF WAY.
5. ELEVATION/COORDINATE SYSTEM, NAD 83 TEXAS STATE PLANES, CENTRAL ZONE, US FOOT
6. BORE PITS ARE TO BE LOCATED OUTSIDE OF RIGHT OF WAY. SIZE AND LOCATION ARE APPROXIMATE. CONTRACTOR TO DESIGN BORE PITS PER OSHA REGULATIONS.

GULF INTERSTATE ENGINEERING
TEXAS REGISTERED ENGINEERING FIRM F-2830

DRAWN BY	ED	DATE	06/15/2023
CHECKED BY	JCD	DATE	01/24/2024
SCALE		W O	

REV	DESCRIPTION	DATE
C	ISSUED FOR CLIENT REVIEW	01/24/24
B	ISSUED FOR CLIENT REVIEW	08/24/23
A	ISSUED FOR REVIEW	06/16/23

MATTERHORN EXPRESS

MATTERHORN EXPRESS PIPELINE, LLC
PROPOSED 12" PIPELINE
SCHLIPF ROAD CROSSING
DKT-TX-WLR-1494.000-RD

DRAWING NUMBER	SHEET NO	REV
DKT-TX-WLR-1494.000-RD	1 OF 1	C

2:24:02 PM 1/24/2024
C:\work\Vault\1944\PL - Pipeline\Permit Roads\Waller\DKT-TX-WLR-1494.000-RD.dwg

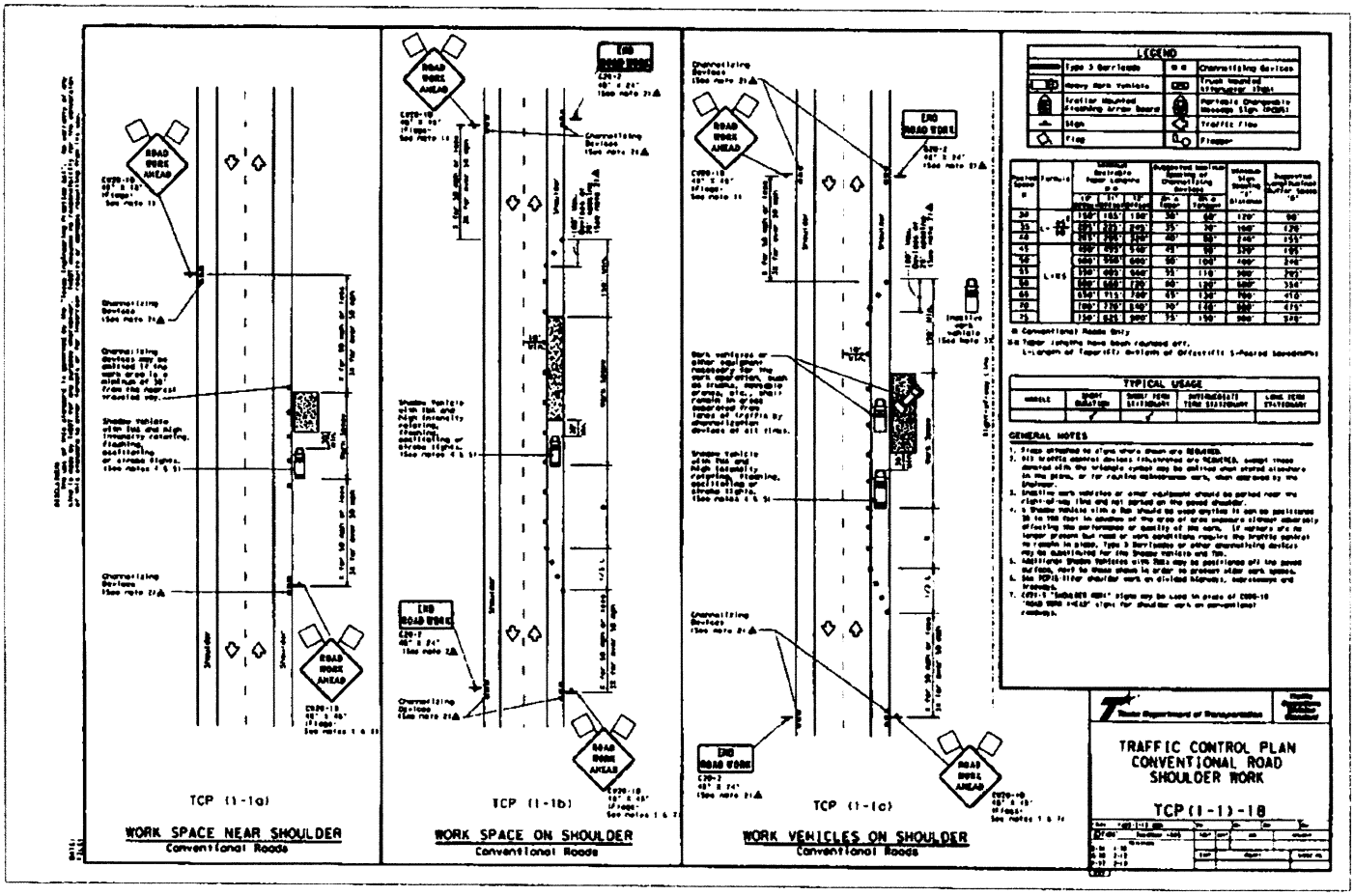

TCP (1-1a)
WORK SPACE NEAR SHOULDER
Conventional Roads
TCP (1-1b)
WORK SPACE ON SHOULDER
Conventional Roads
TCP (1-1c)
WORK VEHICLES ON SHOULDER
Conventional Roads
LEGEND
TYPICAL USAGE
GENERAL NOTES
TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK
TCP(1-1)-18

Exhibit A

Barlow

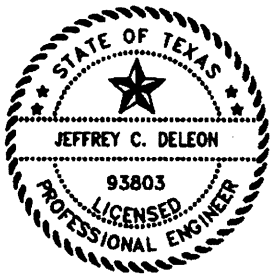
CARRIER PIPE **Matterhorn Express 12" Dow Katy Lateral** **CASING PIPE** **N/A**

1. Outside Diameter *in.* (D)	12.75	1. Outside Diameter *in.*	N/A
2. Wall Thickness *in.* (t)	0.375	2. Wall Thickness *in.*	N/A
3. Material Specifications	API 5L, PSL2	3. Material Specifications	N/A
4. Minimum Yield Strength (S)	52,000 PSI	4. Minimum Yield Strength	N/A
5. Design Factor (F)	0.5		
6. Longitudinal/Seam Joint Factor (E)	1.00		
7. Temperature Derating Factor (T)	1.00		
8. Max. Operating Pressure/MAOP	1,440 PSI		
9. Design Pressure (P)	1,440 PSI		

The pipeline material and design must meet minimum Federal Safety Standards stated in 49 CFR:

Gas Pipeline Part 192 subpart C
P=((2xSx(t/D))xFxExT)
Design Factor (F): See § 192.111
Longitudinal Joint Factor (E): See § 192.113
Temperature Derating Factor (T): See § 192.115

Liquid Pipeline Part 195 subpart C
P=((2xSx(t/D))xExF)
Steam Joint Factor (E): See § 195.106
Design Factor (F): See § 195.106



TX PE FIRM #F-2830

Barlow Calculation Below
P = ((2 x S x (t / D)) x F x E x T)
P = 2 x 52,000 x (0.375 / 12.75) x 0.5 x 1.0 x 1.0
P = 1,529 psi

Conclusion
The proposed pipe wall thickness passes requirements of 49 CFR 195 and 49 CFR 192.

Engineer's Signature 2-2-2024 Date

Dow Katy-Waller County 0.375" WT



100 Congress Avenue, Suite 2200
Austin, Texas 78701

Date: February 22, 2024

Waller County Engineer's Office
Attn: Tesa Hogan and Wayne Karstadt (Site Development)
775 Business 290 East
Hempstead, TX 77445

RE: Matterhorn Express Pipeline, LLC – 12" Natural Gas Pipeline
Notice of Proposed Utility Work in Waller County Right-of-Way Submittal (2 Crossings)

Ms. Hogan and Mr. Karstadt,

My name is Chelsea Popp and, on behalf of Norfleet Land Services, I represent Matterhorn Express Pipeline, LLC. Matterhorn Express Pipeline, LLC (MXP) proposes to install, operate, and maintain a new pipeline and appurtenant facilities for the transportation of natural gas, being approximately 597 miles in total length from Rankin, Texas to Wharton County, Texas and including a lateral pipeline which extends from the KM Texas Katy Meter Station on Property R11077 to the Dow Katy Lateral Meter Station on Property R11536 near Katy, Texas. This "Dow Katy Lateral", a portion of which will cross through Waller County, Texas, is a proposed 12" steel diameter pipeline.

Matterhorn Express Pipeline, LLC respectfully requests approval from Waller County Engineer's Office to install the underground pipeline via bore construction method under the following County Roads in Waller County:

Morton Rd.
Schlipf Rd.

Construction on the MXP project is expected to begin on or around March 1st, 2024.

According to the previous "Requirements for Waller County Utilities Installation Permit" document, the permit fee is anticipated to be $100.00 per crossing. I do not see this fee requirement on the newest version of the "Requirements" online. Is this $100.00 fee still required? If so, it will be paid upon confirmation from the Waller County Engineer's Office. It is understood that a restoration bond will be required. The bond will be submitted after the amount is determined by the County.

Enclosed are the partially executed Notice of Proposed Utility Work in Waller County Right-of-Way for each crossing, Barlow Calculation Sheets, Engineering Plan and Profile Drawingsfor each crossing location and the Traffic Control Plan. I will be happy to provide any additional materials or information if needed.

With sincerest thanks,

Chelsea Popp
Permit Agent, Norfleet Land Services

(337) 288-9777
Chelsea.popp@norfleetland.com
1003 Hasskarl Dr.
Brenham, TX 77833

CHUBB

Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O +908.903.3485
F +908.903.3656

Federal Insurance Company

License/Permit Bond

Bond No. K41735235

Know All Men By These Presents,

That we,
Troy Construction, LLC
8521 McHard Road, Houston, TX 77053 as Principal,
and the FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, (hereinunder called the Surety), as Surety, are held and firmly bound unto
Waller County
775 Bus Hwy 290 East, Hempstead, TX 77445 as Obligee, in the sum of

Five Thousand Dollars and 00/100 Dollars
($ 5,000.00), for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has applied for, or obtained from, Obligee a Dow Katy Lateral – MXP 23.1.1.06 – 24.UP.006 Schlipf Road Utility Permit

☐ License or ☒ Permit the term of which is as indicated opposite the block checked below:

☒ Continuous, beginning February 27, 2024, in which case the bond may be cancelled by Surety as to subsequent liability by giving thirty (30) days notice (or the minimum period required by law, whichever is greater) in writing to Obligee.

☐ Beginning _____ and ending _____, in which case the bond may be continued by Certificate executed by Surety.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal as such licensee or permittee shall indemnify said Obligee against all loss, costs, expenses or damage to it caused by said Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or non-compliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of the bond.

Signed, sealed and dated February 27, 2024.

Troy Construction, LLC

By _____

FEDERAL INSURANCE COMPANY · INDIANA ·

Federal Insurance Company

By _____
Lacey Hitchcock
Attorney In Fact

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Stacey Bosley, Ashley Britt, Robert C. Davis, Will Duke, Lacey Hitchcock, Nikole Jeannette, Lucas Lomax, Barry K. McCord, David T. Miclette, Jennifer Mitchell, Robert M. Overbey Jr. and Stacy Owens of Houston Texas; Rita G. Gulizo and Norma Toups of New Orleans, Louisiana ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **31st** day of **August, 2023**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **31st** day of **August 2023** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22,2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment")

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 27, 2024.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CHUBB®

POLICYHOLDER INFORMATION NOTICE

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Chubb's toll-free telephone number for information or to make a complaint at

1-800-36-CHUBB

You may send information to Chubb at:

Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA 23320
Attn: Surety Support
Phone: 800-252-4670 Fax: 800-664-5358

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

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Chubb's para información o para someter una queja al

1-800-36-CHUBB

Usted puede enviar información a Chubb en:

Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA 23320
Attn: Surety Support
Phone: 800-252-4670 Fax: 800-664-5358

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resueve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Freeman Ranch Section 5

Date: March 20, 2024

Background

Final Plat of Freeman Ranch Section 5 Subdivision which consists of 48.859 acres will include 174 Lots, 6 Block and 8 Reserves in Precinct 3.

Staff Recommendation

Approve Plat and accept Construction Bond

IAT INSURANCE GROUP Surety

HARCO NATIONAL INSURANCE COMPANY

Bond No. 0842175
Premium $ 14,710.00

SUBDIVISION MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, LGI Homes - Texas, LLC as Principal, and Harco National Insurance Company a corporation duly organized and by the virtue of the laws of the State of Illinois and authorized to become sole surety on bonds in the State of Texas, as Surety, are held and firmly bound unto the Waller County Judge Carbett "Trey" J. Duhon III or his successors in office, hereinafter called the Obligee, in the just and penal sum of One Million One Hundred Thirty One Thousand Five Hundred Forty Seven Dollars and 28/100 Dollars ($ $1,131,547.28), lawful money of the United States of America, to be the payment of which well and truly to be made the Principal binds itself, its successors and assigns, and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal hereby guarantees against defective workmanship and material for the following improvements:

Freeman Ranch Section 5 Drainage, WSD, and Paving

PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

1. This bond is for the term of One (1) year(s) from the date of acceptance of the work by the Obligee to expire January 24, 2025 .

2. In the event of default by the Principal in the performance of the maintenance during the term of this bond, the Surety shall be liable only for cost of maintenance up to the termination of the term of this bond.

3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted and process served upon the Surety after the expiration date of the bond.

Signed and sealed this 24th day of January , 2024 .

LGI Homes - Texas, LLC
Principal

By: _____
Charles Merdian, Chief Financial Officer

Harco National Insurance Company

By: _____
Grace J. Gray / Attorney-in-Fact

POWER OF ATTORNEY

Bond # 0842175

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

ERIC P. PRATT, GRACE J. GRAY, KATHLEEN M. O'BRIEN, DONNA M. BISHOP

North Adams, MA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1994 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC No. 50079016 NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, January 24, 2024

A00757

PERMIT TO CONSTRUCT UTILITY IN WALLER COUNTY RIGHT-OF-WAY

ROAD: **Jordan Ranch Blvd**

DATE: **03/06/2024**

To: PS Lightwave Inc.
Patricia Eilenfeldt
5959 Corporate Dr., Ste. 3300
Houston, TX 77036
Permit # 24.UP.008

The location on the right-of-way of your proposed buried line as shown by the accompanying notice dated **02/14/2024** is approved.

Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (for communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

1. The Court Commission may designate the place along the right-of-way where such lines shall be constructed.

2. Emplacement of buried lines shall be a minimum of 36 inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County.

3. All placement of lines beneath roadways and asphalt or concrete paved driveways shall be jacked or bored. No open cut will be allowed within five feet of the edge of roadways or such driveways. Open cuts on unpaved driveways shall be performed only with a trenching machine and shall not be excavated. In such cases the trench shall be backfilled and compacted. The driveway surface shall be restored to its original condition. Any variance to these requirements shall have the Commissioners' Court approval.

4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.

5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.

6. The Court Commission may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

The contractor must notify the County Engineer at (979) 826-7670, forty-eight (48) hours prior to starting construction of the line in order that we may have a representative present. An inspection of the line installation is required prior to backfilling the excavation to confirm proper cover depth.

SPECIAL PROVISIONS:

WALLER COUNTY COMMISSIONERS' COURT

Carbett "Trey" J. Duhon III, County Judge

It is ORDERED by the Court on motion by Commissioner Jones, duly seconded by Commissioner Beckendorff, that the above and foregoing request be and the same is hereby approved, with all members present voting in favor and 0 members present voting opposed. The County Engineer is authorized to comply with the above requests.

March 20, 2024
Date

Debbie Hollan
Debbie Hollan, County Clerk

Deputy

24.UP.008

Permit # _____ UP _____ Item 13.

Waller County Road & Bridge Department
775 Business 290 East
Hempstead, Texas
(979) 826-7670

Date: 02/14/2024

NOTICE OF PROPOSED UTILITY WORK IN WALLER COUNTY RIGHT-OF-WAY

Formal notice is hereby given that PS Lightwave, Inc. (utility contractor) proposes to place a Fiber Optic Cable Job 23470-12418_148634 within the right-of-way of Jordan Ranch Blvd (street) as follows: *Provide details for location, length, construction method, design (i.e. the dimensions from ROW line, edge of curb or pavement), etc.*

Bore and place 125' of (3) 1" HDPE conduit encasing fiber optic cable along the ROW of Jordan Ranch Blvd

The _____ will be constructed and maintained on the road right-of-way as directed by Waller County Road & Bridge in accordance with governing laws.

Our firm further understands that the County considers proper traffic control measures as those complying with applicable portions of the Texas Manual on Uniform Traffic Control Devices required for adoption by the "Transportation Code" (Ch 251).

The location and description of the proposed work and appurtenances is more fully shown by three (3) copies of drawings attached to this notice.

Construction is proposed to begin on or after the Immediately Upon Approval day of _____, 20____.

Firm: PS LIghtwave, Inc.
Address: 5959 Corporate Dr., Suite 3300
By: _____
Houston, TX 77036
Signature: Patricia Eilenfeldt - peilenfeldt@pslightwave.com
Phone: 832-615-7603
Title: Sr.OSPEngineerAssociate
Fax: _____

APPROVAL

This application is hereby approved subject to the following understandings and restrictions.

It is expressly understood that the said Waller County does not hereby imply to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Waller County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Waller County Engineer or Road Administrator with thirty (30) days written notice,.

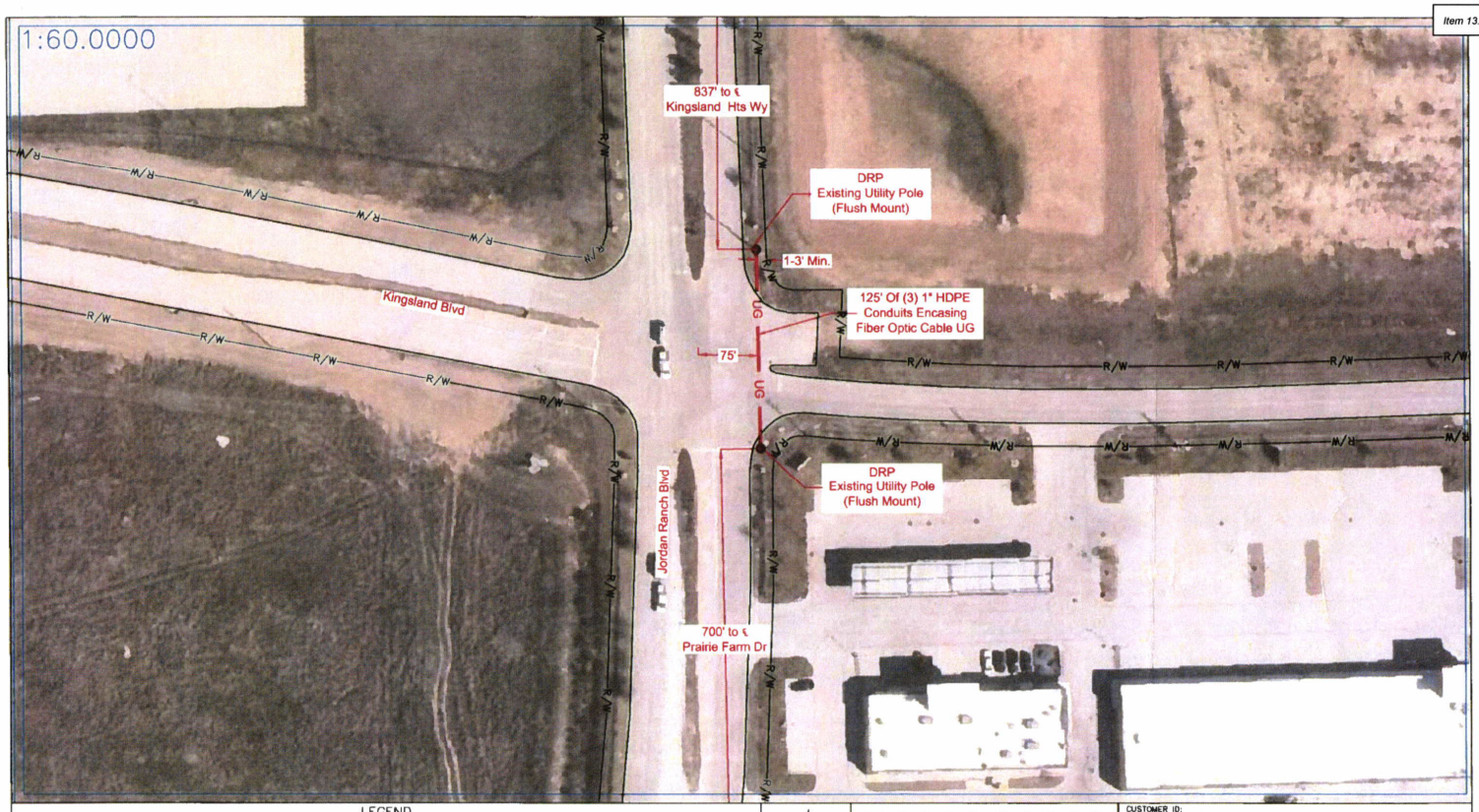
This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners.

APPROVED BY WALLER COUNTY ROAD & BRIDGE DEPT.

_____
County Engineer or Road Administrator

3-6-24
Date

Traffic Controls Required: (Y) N
Traffic Controls Reviewed By: BNG
Bond: Y (N) Bond Amount ($): _____
Floodplain Dev. Permit Required: Y (N)
Permit #: _____ Precinct #: 4
R&B Inspector: Robert J. Goodspeed



LEGEND

UG 3(1") HDPE W/ F.O. CABLE	PROPOSED CONDUIT	PSLW SET POLE
UG 3(1.25") HDPE W/ F.O. CABLE	EXISTING CONDUIT	EXISTING SET POLE
UG 1(2") HDPE W/ F.O. CABLE	EMT 1.25" EMT	EXISTING UTILITY POLE
UG 1(4") HDPE W/ 3(1.25")HDPE	R/W RIGHT-OF-WAY	PROPOSED PSLW VAULT (24"x36"24")
FLEX INNERDUCT	EOP EDGE-OF-PAVEMENT	EXISTING VAULT
AIR AERIAL FIBER OPTIC CABLE	FENCE	PULLBOX
CAT5 CAT5 CABLE	RACK LOCATION	MDF LOCATION

PROPRIETARY INFORMATION - PROPERTY OF PSLIGHTWAVE

SCALE: 1"=60'
PAGE: 1
OF: 2

REVISION#1: Rev#1	DATE: Rev#1 Date	CUSTOMER ID: JOB # 23470-12418	
REVISION#2: Rev#2	DATE: Rev#2 Date	CUSTOMER: Notice Of Proposed Utility Installation	
REVISION#3: Rev#3	DATE: Rev#3 Date	ADDRESS: Jordan Ranch Blvd @ Kingsland Blvd	
REVISION#4: Rev#4	DATE: Rev#4 Date	CITY/ZIP: Brookshire, TX 77423	COUNTY: Waller
		TENANTS:	# OF FLOORS: / DWG#: / KEY MAP:
		WO#: 148634	JOB#: 23470-12418 / DRAWN BY: PJE / DATE: 02/14/224
		APPROVED BY:	DATE:

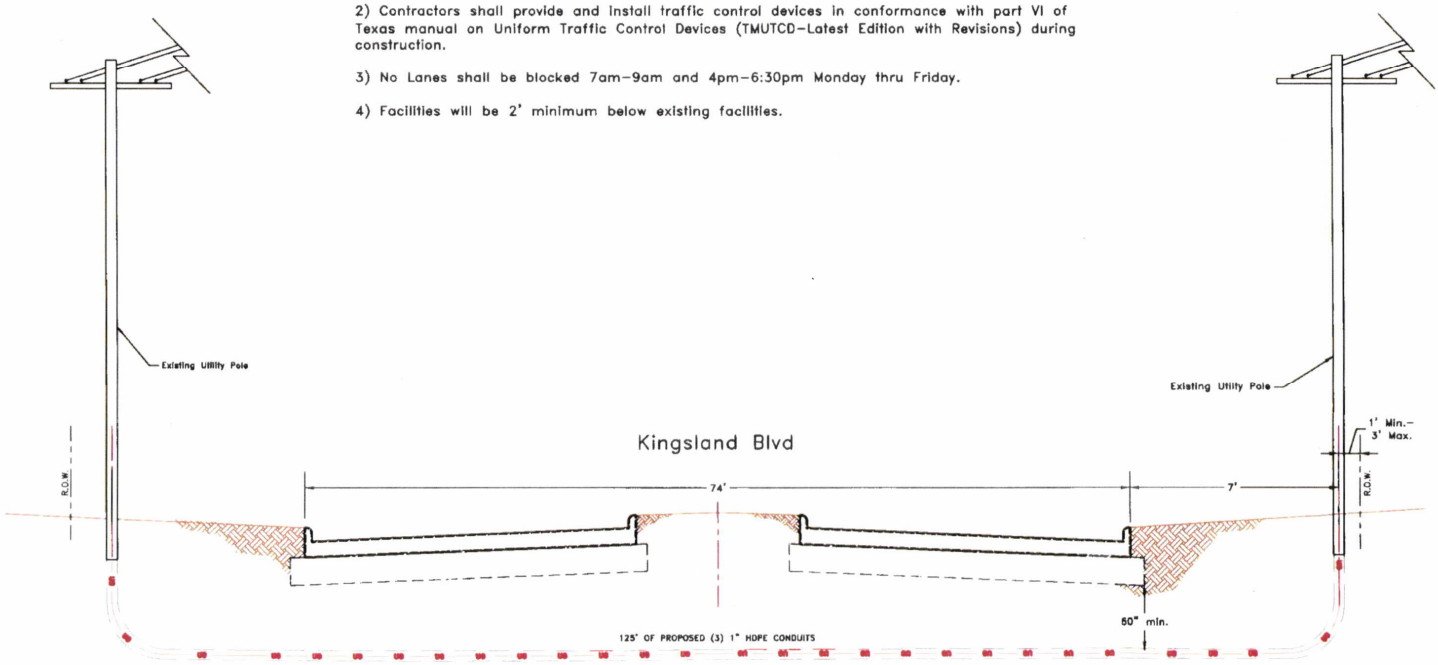
General Notes:

1) Surface to be restored to its original condition in compliance with Waller Co. Standards.

2) Contractors shall provide and install traffic control devices in conformance with part VI of Texas manual on Uniform Traffic Control Devices (TMUTCD–Latest Edition with Revisions) during construction.

3) No Lanes shall be blocked 7am–9am and 4pm–6:30pm Monday thru Friday.

4) Facilities will be 2' minimum below existing facilities.



LEGEND

UG (3) 1" PVC W/ F.O. CABLE	PROPOSED CONDUIT	PSLW SET POLE
UG (3) 1.25" PVC W/ F.O. CABLE	EXISTING CONDUIT	EXISTING SET POLE
UG (1) 2" PVC W/ F.O. CABLE	EMT 1.25" EMT	EXISTING UTILITY POLE
UG (1) 4" HDPE W/ 3(1.25")PVC	R/W RIGHT-OF-WAY	PROPOSED PSLW VAULT (24"x36"x24")
FLEX INNERDUCT	EOP EDGE-OF-PAVEMENT	EXISTING VAULT
AIR AERIAL FIBER OPTIC CABLE	FENCE	PULLBOX
CAT5 CAT5 CABLE	RACK LOCATION	MDF LOCATION

SCALE: N.T.S
PAGE: 2
OF: 2

PURE SPEED LIGHTWAVE

PROPRIETARY INFORMATION - PROPERTY OF PS LIGHTWAVE

REVISION#1: Rev#1	DATE: Date		
REVISION#2: Rev#2	DATE: Date		
REVISION#3: Rev#3	DATE: Date		
REVISION#4: Rev#4	DATE: Date		

Job# Job# 23470-12418

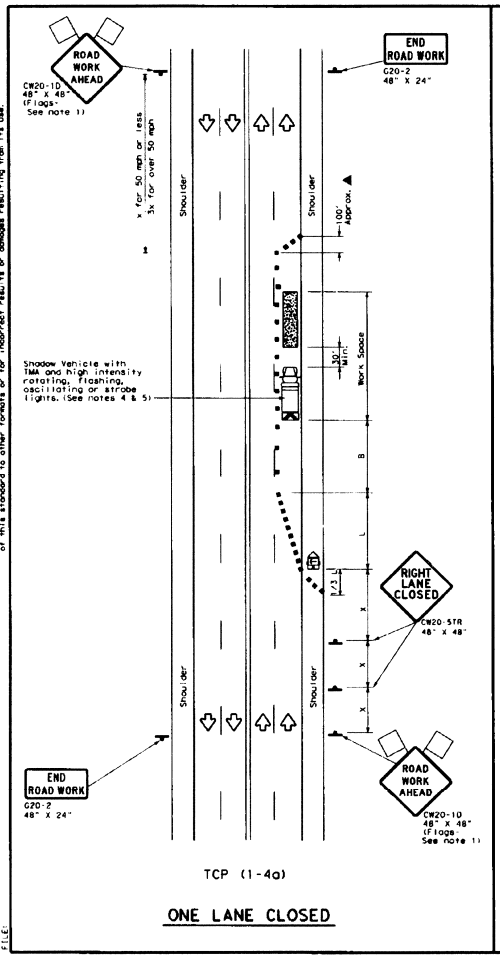
Description: Notice Of Proposed Utility Installation

ADDRESS: Jordan Ranch Blvd @ Kingsland Blvd

CITY/ZIP: Brookshire, TX 77423 | COUNTY: Waller

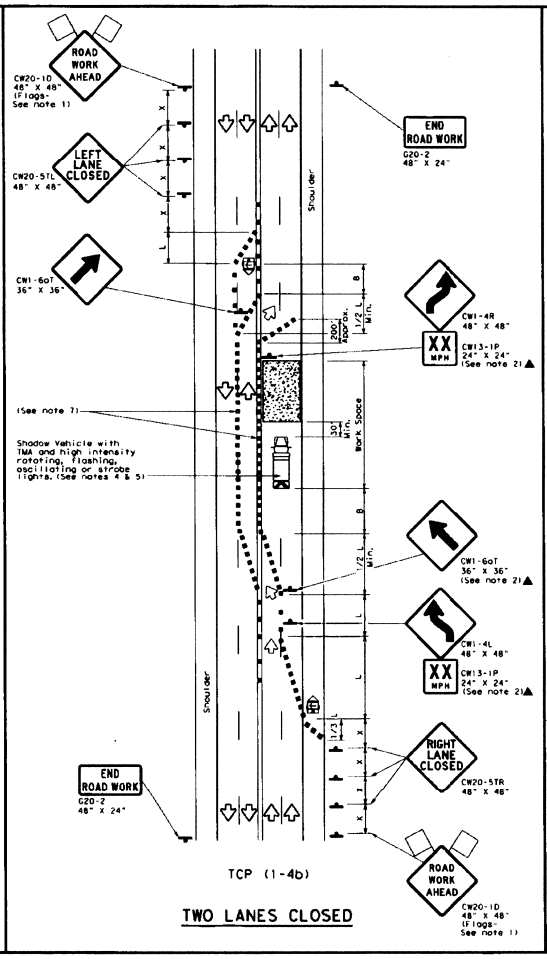
TENANTS:	# OF FLOORS:	DWG#:	KEY MAP:
WO#: 148634	JOB#: 23470-12418	DRAWN BY: RE	DATE: 02/14/2024

APPROVED BY: DATE:



TCP (1-4a)

ONE LANE CLOSED



TCP (1-4b)

TWO LANES CLOSED

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

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	L= WS²/60	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50	L=WS	500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

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

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

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stored elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW20-1D "ROAD WORK AHEAD" sign may be repeated if the visibility of the work zone is less than 1500 feet.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-4a)

6. If this TCP is used for a left lane closure, CW20-5TL "LEFT LANE CLOSED" signs shall be used and channelizing devices shall be placed on the centerline where needed to protect the work space from opposing traffic with the arrow panel placed in the closed lane near the end of the merging taper.

TCP (1-4b)

7. Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the areas of conflicting markings, not the entire work zone.

Texas Department of Transportation | Traffic Operations Division Standard

TRAFFIC CONTROL PLAN LANE CLOSURES ON MULTILANE CONVENTIONAL ROADS

TCP(1-4)-18

FILE: tcp1 4 18.dgn	DN:	CK:	DW:	CK:
©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS 2-94 8-95 1-97	DIST	COUNTY		SHEET NO.

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

Waller County Road & Bridge Department

775 Bus 290 E – Hempstead TX 77445
979-826-7670 www.co.waller.tx.us

$1,000.00 Fee

APPLICATION - MAJOR THOROUGHFARE PLAN/MAP AMENDMENT

This form is used to request an amendment to Waller County Major Thoroughfare Plan/Map. Any amendment granted will only be applicable to the specific site and conditions for which the amendment was granted, and will modify or change Waller County Major Thoroughfare Plan/Map.

The applicant must clearly demonstrate that the amendment request meets minimum acceptable engineering and safety standards. The applicant must also clearly demonstrate that the amendment is not detrimental to the health, safety, and welfare of the public.

Instructions: Complete all fields below. Additional sheets may be attached, however, a summary of your responses must be included in the spaces provided below. Simply stating "see attached" is considered insufficient information.

PROPERTY OWNER INFORMATION	APPLICANT INFORMATION
Name: Maple Park Development LLC	Name: Caitlin King
Mailing Address: 5847 San Felipe Street, Suite 4675	Mailing Address: 24285 Katy Freeway, Suite 525
City, State, Zip: Houston, Texas 77057	City, State, Zip: Katy, Texas, 77490
Email: russ@mapledevelopmentgroup.com	Email: cking@meta-pd.com
Phone: 832-804-9680	Phone: 281-810-7228

Address of Property	Property ID #	Acreage
n/a	40208	±155.31

PLEASE PROVIDE THE FOLLOWING:

- ☑ Major Thoroughfare Plan/Map showing existing and proposed changes.
- ☑ Map showing existing and proposed changes, with shapefiles.

AMENDMENT REQUEST OVERVIEW & JUSTIFICATION

Note the specific route(s) to which this amendment is being requested. Describe why the County's Major Thoroughfare Plan/ Map can't be met and what the proposed deviation will achieve. (Attached additional sheets if more room is needed.)

Please see justification letter.

OWNER/APPLICANT CERITIFICATION & ACKNOWLEDGEMENT

The owner and applicant declare under the penalty of perjury, and any other applicable state or federal law, that all information provided on this form and submitted attachments are true, factual, and accurate. The owner and applicant also hereby acknowledge any false misleading information contained herein is grounds for variance denial and/or permit revocation.

Printed Owner/Applicant Name	Signature Owner/Applicant	Date
Caitlin King		11/7/2023

OFFICE USE ONLY

☑ Approved ☐ Denied	NOTES
Waller County Commissioner Prct 1 2 3 4 Date	
March 20, 2024	
Waller County Judge Date	

OFFICE USE ONLY Payment: Cash Check # ____ ck $1,000 ID # 1002927265Q3

NOTICE OF RECEIPT OF APPLICATION BY COMMISSIONERS' COURT TO AMEND THE MAJOR THOROUGHFARE PLAN/MAP FILED FOR RECORD WITH THE COUNTY ENGINEER'S OFFICE

APPLICATION: *Maple Park Development LLC*, owner(s), *are requesting to be allowed to amend The Major Thoroughfare Plan/Map as noted in the application for Maple Park, Property ID# 40208. The amendment will realign the future route of Royal Road from the center of the subject tract to its southern boundary and will keep Stalknecht Rd in its current configuration instead of introducing a new alignment that deviates from the existing paving. The proposed, unnamed future thoroughfare northwest of Royal Road will end in a T-intersection instead of extending further south through the adjacent properties.*

This amendment request, if approved, will affect the applicant's property as well as surrounding tracts to the east, south, and west.

PUBLIC HEARING: A public hearing will be held during the regular session of Commissioners' Court on April 17th at 9:00am at the Waller County Joe Kuciemba Annex, 425 FM 1488 Hempstead, Texas 77445.

META
PLANNING + DESIGN

November 7, 2023

Commissioner Beckendorff
Waller County Commissioner, Precinct 4
32225 U.S. Highway 90 Business,
Brookshire, Texas 77423

Re: 2023 MTFP Amendment Request – Maple Park

Dear Commissioner Beckendorff,

We, META Planning + Design, respectfully submit this justification letter, application, and coordinating exhibits to request a Major Thoroughfare and Freeway Plan Amendment within Waller County on behalf of our clients, Maple Park Development, LLC.

The subject request relates to the proposed deletion and/or realignment of a Major Thoroughfare that bisects an approximately 155.3-acre tract of land that is held by common ownership, Maple Park Development, LLC.

The tract, known as Maple Park, is located in Waller County, Precinct 3, and is being annexed into the ETJ of the City of Pattison. The City of Houston's ETJ terminates just east of Maple Park, and the City of Brookshire's ETJ terminates to the south. Maple Park is located to the north of Stella Road, east of FM 352, and is bounded by Stalknecht Road to the east. Maple Park is a proposed residential development. As there are multiple jurisdictions (Waller County, the City of Brookshire, and the City of Houston), there are conflicting MTFPs in the vicinity of Maple Par, and the MTFPs are not necessarily aligned.

Per Waller County's Major Freeway and Throughfare Plan (MTFP), Royal Road, a major throughfare is proposed to bisect the tract. The City of Houston's MTFP also shows Royal Road, but the City of Houston's MTFP shows Royal Road farther to the south. The applicant and the property owner are proposing to amend Waller County's MTFP to reflect the alignment of Royal Road proposed by the City of Houston's MTFP. The City of Houston's proposed alignment of Royal Road will allow the property owner to develop the tract of land more efficiently, as this alignment proposes that Royal Road run along the southern boundary of Maple Park as opposed to splitting the tract through the middle. Additionally, the City of Houston's proposed alignment of Royal Road will allow Royal Road to be developed while avoiding the crossing of multiple pipeline easements. The Royal Road alignment proposed by Waller County would require the crossing of approximately 6 pipelines. The crossing of pipelines can be an expensive, timely, and difficult task to achieve, as the exact geometry of the pipeline crossings must be coordinated with all easement holders. Because of this, the City of Houston's proposed alignment of Royal Road, which runs along the southern boundary of Maple Park is the most feasible.

In addition to the realignment of Royal Road to match the alignment proposed by the City of Houston's MTFP, the applicant and property owner are also requesting to realign Stalknecht Road. Per the Waller County MTFP, Stalknecht Road is proposed to shift slightly west to connect to the FM 362 Spur to the north. However,

META
PLANNING + DESIGN

Stalknecht Road is already existing right-of-way that has previously been constructed. Realigning Stalknecht Road would require the abandonment of the existing right-of-way and the acquisition and construction of a new right-of-way. In addition to this, multiple property owners would be burdened by the realignment of Stalknecht Road. Because of this, it is being proposed that existing Stalknecht Road remain. A connection to the FM 362 Spur would still be achieved if the existing Stalknecht Road remained, as Stalknecht Road would intersection with Royal Road, which would then intersect with FM Spur 362 to the west, as show in the enclosed exhibit.

In summary, the applicant and property owner are requesting to amend the Waller County Major Throughfare and Freeway Plan to accommodate the proposed realignment of Royal Road to align with the City of Houston's Major Throughfare and Freeway Plan and to allow Stalknecht Road to remain in the current alignment. Both requests would maintain the connectivity of the region, as all original connections will be made- Stalknecht Road will intersect with Spur 362 to the west, and Stalknecht Road will intersect with Royal Road to the east.

Please let me know if you have any questions or if any additional information is required.

Sincerely,

Caitlin King

Caitlin King
Planner



MTFP LEGEND

WALLER COUNTY MTP
- EXISTING THOROUGHFARE
- FUTURE THOROUGHFARE
- EXISTING COLLECTOR

HOUSTON MTFP
- FUTURE THOROUGHFARE

PROPOSAL LEGEND
- PROPOSED THOROUGHFARE
- PROPOSED DELETION

an MTFP exhibit for

MAPLE PARK

±155.3 ACRES OF LAND

prepared for

MAPLE DEVELOPMENT GROUP

META PLANNING + DESIGN
24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

SCALE

MTA-45010
MAY 2, 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 DIVISION, 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.

©2023 META PLANNING + DESIGN. ALL RIGHTS RESERVED.

County Auditor's Form 58i
Harris County, TX (REV. 05/24/2022)

INVOICE

Invoice No: 0000016303
Invoice Date: 2/15/24
Page: 1 of 1

Remit To:

Harris County Accounts Receivable – General
Dept 300
PO Box 4354
Houston, TX 77210-4354

Customer No: 0000003180
Payment Terms: Net 30
Due Date: 3/16/24

Bill To:

WALLER COUNTY
ATTN CO TREASURER
836 AUSTIN ST STE 316
HEMPSTEAD TX 77445
United States

AMOUNT DUE: 1,206.00 USD

Amount Remitted

For billing questions, please call Accounts Receivable at (832) 927-4550

Original Invoice: 0000015261 11/22/23
Prior Adjustment: 0000016302 2/15/24

Line	Description	Quantity	UOM	Unit Amt	Original Net Amount
1	Out of County Autopsies	1.00	EA	45.00	45.00
	OC23-024; Autopsy Date: 04/22/23; Judge J.R. Woolley; 1 day x $45.00 per day = $45.00				
2	Out of County Autopsies	1.00		1,161.00	1,161.00
	OC23-024; Autopsy Date: 04/22/23; Judge J.R. Woolley; Report Mailed to Judge 06/23/2023				

Subtotal: 1,206.00

AMOUNT DUE: 1,206.00 USD

PLEASE MAKE PROMPT PAYMENT. ACCOUNTS NOT PAID IN FULL BY THE DUE DATE WILL BE REFERRED TO THE HARRIS COUNTY ATTORNEY'S OFFICE FOR COLLECTIONS.

MICHAEL POST
HARRIS COUNTY AUDITOR
1001 Preston, Suite 800
Houston, Texas 77002
(832)927-4550

Registration # [illegible]
Joan Sargent Waller Co. Treasurer
Deputy MA Date 2/20/24

County Auditor's Form 581
Harris County, TX (REV. 05/24/2022)

INVOICE

Invoice No: 0000016402
Invoice Date: 2/20/24
Page: 1 of 1

Remit To:

Harris County Accounts Receivable – General
Dept 300
PO Box 4354
Houston, TX 77210-4354

Customer No: 0000003180
Payment Terms: Net 30
Due Date: 3/21/24

Bill To:

WALLER COUNTY
ATTN CO TREASURER
836 AUSTIN ST STE 316
HEMPSTEAD TX 77445
United States

AMOUNT DUE: **2,887.00 USD**

Amount Remitted

For billing questions, please call Accounts Receivable at (832) 927-4550

Line	Description	Quantity	UOM	Unit Amt	Original Net Amount
1	Out of County Autopsies	1.00	EA	2,887.00	2,887.00
	"OC23-011:				
	Autopsy Date 02.23.23 Judge Marian Jackson; Report Mailed to Judge: 02.14.24				

Subtotal: 2,887.00

AMOUNT DUE: **2,887.00 USD**

PLEASE MAKE PROMPT PAYMENT. ACCOUNTS NOT PAID IN FULL BY THE DUE DATE WILL BE REFERRED TO THE HARRIS COUNTY ATTORNEY'S OFFICE FOR COLLECTIONS.

MICHAEL POST
HARRIS COUNTY AUDITOR
1001 Preston, Suite 800
Houston, Texas 77002
(832)927-4550

Registration # [illegible]
J[illegible] Sargent, Waller Co. Treasurer
Deputy [illegible] Date 2/28/24

County Auditor's Form 581
Harris County, TX (REV. 05/24/2022)

INVOICE

Invoice No: 0000016403
Invoice Date: 2/20/24
Page: 1 of 1

Remit To:

Harris County Accounts Receivable – General
Dept 300
PO Box 4354
Houston, TX 77210-4354

Customer No: 0000003180
Payment Terms: Net 30
Due Date: 3/21/24

Bill To:

WALLER COUNTY
ATTN CO TREASURER
836 AUSTIN ST STE 316
HEMPSTEAD TX 77445
United States

AMOUNT DUE: **2,932.00 USD**

Amount Remitted

For billing questions, please call Accounts Receivable at
(832) 927-4550

Line	Description	Quantity	UOM	Unit Amt	Original Net Amount
1	Out of County Autopsies	1.00	EA	45.00	45.00
	"OC23-021: / autopsy date: 05.13.23				
	Report Mailed to Judge 02.14.24 1 day x $45.00 per day = $45.00 "				
2	Out of County Autopsies	1.00	EA	2,887.00	2,887.00
	"OC23-021: autopsy date: 05.13.23				
	Judge J.R. Woolley; Report Mailed to Judge 02.14.24"				

Subtotal: 2,932.00

AMOUNT DUE: **2,932.00 USD**

PLEASE MAKE PROMPT PAYMENT. ACCOUNTS NOT PAID IN FULL BY THE DUE DATE WILL BE REFERRED TO THE HARRIS COUNTY ATTORNEY'S OFFICE FOR COLLECTIONS.

MICHAEL POST
HARRIS COUNTY AUDITOR
1001 Preston, Suite 800
Houston, Texas 77002
(832)927-4550

Registration # [illegible]
John Sargent Waller Co. Treasurer
Deputy MA Date 2/28/24

County Auditor's Form 581
Harris County, TX (REV. 05/24/2022)

INVOICE

Invoice No: 0000016426
Invoice Date: 2/26/24
Page: 1 of 1

Remit To:

Harris County Accounts Receivable – General
Dept 300
PO Box 4354
Houston, TX 77210-4354

Customer No: 0000003180
Payment Terms: Net 30
Due Date: 3/27/24

Bill To:

WALLER COUNTY
ATTN CO TREASURER
836 AUSTIN ST STE 316
HEMPSTEAD TX 77445
United States

AMOUNT DUE: 2,887.00 USD

Amount Remitted

For billing questions, please call Accounts Receivable at (832) 927-4550

Line	Description	Quantity	UOM	Unit Amt	Original Net Amount
1	Out of County Autopsies	1.00	EA	2,887.00	2,887.00
	"OC23-025; Autopsy Date 01.13.23 Judge Marian Jackson; Report Mailed to Judge: 02.23.24"				

Subtotal: 2,887.00

AMOUNT DUE: 2,887.00 USD

PLEASE MAKE PROMPT PAYMENT. ACCOUNTS NOT PAID IN FULL BY THE DUE DATE WILL BE REFERRED TO THE HARRIS COUNTY ATTORNEY'S OFFICE FOR COLLECTIONS.

MICHAEL POST
HARRIS COUNTY AUDITOR
1001 Preston, Suite 800
Houston, Texas 77002
(832)927-4550

Registration # [illegible]
Joan Sargent Waller Co. Treasurer
Deputy MF Date 2/27/24

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
February 19, 2024

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

...on # 03[illegible]
...Sargent Waller Co. Treasurer
...ty MM Date 2/19/24

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1			Two Man First Call - per Judge Ted Krenek				$ 475.00
1			Transport to FBCME				$ 500.00
1			Body Bag				$ 200.00
1			Wait Time – 0.5 Hrs.				$ 25.00
						Balance Due	$ 1,200.00

Thank You,

Donna Schmidt Fricke
Schmidt Funeral Home
Brookshire, TX

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
February 28, 2024

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

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1			Two Man First Call - per Judge Ted Krenek				$ 450.00
1			Transport to FBCME				$ 450.00
1			Body Bag				$ 200.00
						Balance Due	$ 1,100.00

Thank You,

Donna Schmidt Fricke
Schmidt Funeral Home
Brookshire, TX

Registration # 011339
Jon Sargent Waller Co. Treasurer
Deputy MF Date 2/29/24

Shawn Russell

Mr. Russell, a dedicated professional with a rich background in agricultural education and research. With 3.5 years of experience as a farm team supervisor at the Blackwood Educational Land Institute in Waller County, he has been at the forefront of cultivating the next generation's interest in agriculture.

In his role, Mr. Russell led diverse groups of volunteers, spanning from elementary age to older adults, in engaging field projects, imparting essential agricultural skills, and fostering a love for sustainable farming practices. His commitment extended to assisting with summer camps, teaching farm school to youth aged five to eleven, and delivering educational tours and programs to schools and independent groups.

Notably, Mr. Russell played a crucial role in educating vulnerable populations, particularly youth involved in the juvenile justice system, about farming, decision-making, and crucial life skills. His passion for making a positive impact on the community through agricultural education shines through in every aspect of his work.

Before his tenure at the Blackwood Educational Land Institute, Mr. Russell served as a research technician at the Cooperative Agriculture Research Center at PVAMU for 3.5 years. There, he honed his skills and earned an undergraduate degree in Agribusiness, laying a strong foundation for his future endeavors in the agricultural field.

Adding a touch of international experience to his journey, Mr. Russell spent a year as an assistant chef and farmhand at the Eits Cafe, Farm, and Resort in Jamaica. Through this unique experience, he further expanded his knowledge and skills, bringing a global perspective to his work.

Mr. Russell's holistic approach to agriculture, blending hands-on experience, educational outreach, and research, sets him apart as a well-rounded professional dedicated to fostering a sustainable, and knowledgeable farming community. Mr. Russell is looking forward to serving Waller County and its members.

Order to Amend 2024 Budget

Amendment # 2024-04
Date Approved 03-20-2024

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2024 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET AMENDMENTS:					
125-000-475012	General/Constable Pct 1	RFB/LEOSE	$ -	$ (5,457.00)	$ (5,457.00)
125-511-533202	General/Constable Pct 1	Training/LEOSE	$ -	$ 5,457.00	$ 5,457.00
125-000-422036	General/Constable Pct 1	Constable LEOSE	$ -	$ (707.00)	$ (707.00)
125-511-533202	General/Constable Pct 1	Training/LEOSE	$ 5,457.00	$ 707.00	$ 6,164.00
		NET TOTAL BUDGET AMENDMENT:		$ -	

Purpose of budget amendment:
Amend the 2024 Constable Pct 1 budget for:
1. Carryover of $5,457.00 of unspent prior year LEOSE funds.
2. Certify current year LEOSE funds of $706.73 from the Texas State Comptroller.

LGC : 111.0106 ***SPECIAL BUDGET FOR GRANT OR AID MONEY***

The county auditor shall certify to the commissioners court the receipt of revenue from all public grant or aid money that is available for disbursment in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the grant or aid money for its intended purposes.

REVENUE CERTIFICATION

Alan Younts 3/13/2024

Alan Younts
Waller County Auditor
836 Austin Street , Suite 221
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

Order to Amend 2024 Budget

Amendment # 2024-05
Date Approved 03-20-2024

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2024 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET AMENDMENTS:					
125-000-475014	General/Constable Pct 2	RFB/Constable Pct 2 donations	$ -	$ (1,812.00)	$ (1,812.00)
125-512-568438	General/Constable Pct 2	Tobacco Enforcement	$ -	$ 1,812.00	$ 1,812.00
125-000-475014	General/Constable Pct 2	RFB/Constable Pct 2 donations	$ (1,812.00)	$ (3,728.00)	$ (5,540.00)
125-512-568436	General/Constable Pct 2	Gregory/Martin/Donation	$ -	$ 3,728.00	$ 3,728.00
		NET TOTAL BUDGET AMENDMENT:		$ -	

Purpose of budget amendment:
Amend the 2024 Constable Pct 2 budget for:
1. Carryover tobacco enforcement funds from prior year.
2. Carryover Gregory/Martin donated funds from prior year.

LGC : 111.0106 ***SPECIAL BUDGET FOR GRANT OR AID MONEY***

The county auditor shall certify to the commissioners court the receipt of revenue from all public grant or aid money that is available for disbursment in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the grant or aid money for its intended purposes.

REVENUE CERTIFICATION

Alan Younts 3/13/2024

Alan Younts
Waller County Auditor
836 Austin Street , Suite 221
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

Order to Amend 2024 Budget

Amendment # 2024-06
Date Approved 03-20-2024

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2024 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET AMENDMENTS:					
125-000-475012	General/Constable Pct 3	RFB/LEOSE	$ (5,457.00)	$ (2,404.00)	$ (7,861.00)
125-513-533202	General/Constable Pct 3	Training/LEOSE	$ -	$ 2,404.00	$ 2,404.00
		NET TOTAL BUDGET AMENDMENT:		$ -	

Purpose of budget amendment:
Amend the 2024 Constable Pct 3 budget for:
1. Carryover LEOSE funds from prior years.

LGC : 111.0106 ***SPECIAL BUDGET FOR GRANT OR AID MONEY***

The county auditor shall certify to the commissioners court the receipt of revenue from all public grant or aid money that is available for disbursment in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the grant or aid money for its intended purposes.

REVENUE CERTIFICATION

Alan Younts 3/13/2024

Alan Younts
Waller County Auditor
836 Austin Street , Suite 221
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

Order to Amend 2024 Budget

Amendment # 2024-07
Date Approved 03-20-2024

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2024 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET AMENDMENTS:					
125-000-475012	General/Constable Pct 4	RFB/LEOSE	$ (7,861.00)	$ (8,978.00)	$ (16,839.00)
125-514-533202	General/Constable Pct 4	Training/LEOSE	$ -	$ 8,978.00	$ 8,978.00
125-000-422036	General/Constable Pct 4	Constable LEOSE	$ (707.00)	$ (707.00)	$ (1,414.00)
125-514-533202	General/Constable Pct 4	Training/LEOSE	$ 8,978.00	$ 707.00	$ 9,685.00
		NET TOTAL BUDGET AMENDMENT:		$ -	

Purpose of budget amendment:
Amend the 2024 Constable Pct 4 budget for:
1. Carryover LEOSE funds from prior years.
2. Certify current year LEOSE funds of $706.73 from the Texas State Comptroller.

LGC : 111.0106 ***SPECIAL BUDGET FOR GRANT OR AID MONEY***

The county auditor shall certify to the commissioners court the receipt of revenue from all public grant or aid money that is available for disbursment in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the grant or aid money for its intended purposes.

REVENUE CERTIFICATION

Alan Younts 3/13/2024

Alan Younts
Waller County Auditor
836 Austin Street , Suite 221
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

Order to Amend 2024 Budget

Amendment # 2024-08
Date Approved 03-20-2024

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2024 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET AMENDMENTS:					
125-000-422035	General/Sheriff Admin	Sheriff LEOSE	$ -	$ (16,609.00)	$ (16,609.00)
125-516-533202	General/Sheriff Admin	Training LEOSE	$ -	$ 16,609.00	$ 16,609.00
125-000-475005	General/Revenue	Transfer from fund balance	$ -	$ (1,300.00)	$ (1,300.00)
125-516-568410	General/Sheriff Admin	ODMP Grant	$ -	$ 1,300.00	$ 1,300.00
		NET TOTAL BUDGET AMENDMENT:		$ -	

Purpose of budget amendment:
Amend the 2024 Sheriff Administration budget for:
1. Certify current year LEOSE funds of $16,608.68 from the Texas State Comptroller.
2. Carryover grant and donated funds from 2023 budget ($1,000.00 grant and $300.00 donation)

LGC : 111.0106 ***SPECIAL BUDGET FOR GRANT OR AID MONEY***

The county auditor shall certify to the commissioners court the receipt of revenue from all public grant or aid money that is available for disbursment in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the grant or aid money for its intended purposes.

REVENUE CERTIFICATION

Alan Younts 3/13/2024

Alan Younts
Waller County Auditor
836 Austin Street , Suite 221
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

Order to Amend 2024 Budget

Amendment # 2024-09
Date Approved 03-20-2024

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2024 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET AMENDMENTS:					
125-000-475005	General-Revenue	Transfer from fund balance	$ (1,300.00)	$ (4,401.00)	$ (5,701.00)
125-509-536710	General-FM	Cash Donations	$ -	$ 4,401.00	$ 4,401.00
125-000-422034	General-Revenue	Fire Marshal LEOSE	$ -	$ (1,848.00)	$ (1,848.00)
125-509-533202	General-FM	Training/LOESE	$ -	$ 1,848.00	$ 1,848.00
		NET TOTAL BUDGET AMENDMENT:		$ -	

Purpose of budget amendment:
Amend the 2024 Fire Marshal budget for:
1. Carryover the ending 2023 cash donation balance of $4,400.52 and amend the 2024 budget for FM cash donations.
2. Certify current year LEOSE funds of $831.49 & $1,016.51 from the Texas State Comptroller.

LGC : 111.0106 SPECIAL BUDGET FOR GRANT OR AID MONEY

The county auditor shall certify to the commissioners court the receipt of revenue from all public grant or aid money that is available for disbursment in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the grant or aid money for its intended purposes.

REVENUE CERTIFICATION

Alan Younts 3/13/2024

Alan Younts
Waller County Auditor
836 Austin Street , Suite 221
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

Order to Amend 2024 Budget

Amendment # 2024-10
Date Approved 03-20-2024

Under the local government code section 111.010 (C), 111.010 (D) and 111.011, the Commissioners' Court by order may amend the budget for county purposes. Therefore, the following budget amendments to the 2024 budget for Waller County, Texas are authorized.

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET AMENDMENTS:					
192-291-191000	Equitable Sharing	Restricted Fund Balance	$ -	$ (265,285.10)	$ (265,285.10)
192-000-450505	Equitable Sharing	Federal Forfeiture Revenue	$ -	$ (52,070.85)	$ (52,070.85)
192-489-563005	Equitable Sharing	Training	$ -	$ 25,000.00	$ 25,000.00
192-489-563010	Equitable Sharing	Operations & Investigations	$ -	$ 25,000.00	$ 25,000.00
192-489-563015	Equitable Sharing	Travel & Per Diem	$ -	$ 10,000.00	$ 10,000.00
192-489-563025	Equitable Sharing	Awareness Programs	$ -	$ 5,000.00	$ 5,000.00
192-489-581814	Equitable Sharing	Equipment	$ -	$ 252,355.95	$ 252,355.95
		NET TOTAL BUDGET AMENDMENT:		$ -	

Purpose of budget amendment:

Amend the 2024 Equitable Sharing budget for:
1. Unspent grant funds of $265,285.10 from prior fiscal year.
2. Certify current year ESAC allocation of $52,070.85 and amend the 2024 budget.

LGC : 111.0106 ***SPECIAL BUDGET FOR GRANT OR AID MONEY***

The county auditor shall certify to the commissioners court the receipt of revenue from all public grant or aid money that is available for disbursment in a fiscal year but not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the grant or aid money for its intended purposes.

REVENUE CERTIFICATION

Alan Younts 3/13/2024

Alan Younts
Waller County Auditor
836 Austin Street , Suite 221
Hempstead, Texas 77445
tel (979) 826-7740
a.younts@wallercounty.us

PERDUE BRANDON FIELDER COLLINS & MOTT LLP

ATTORNEYS AT LAW

COLLECTION REPORT TO WALLER COUNTY

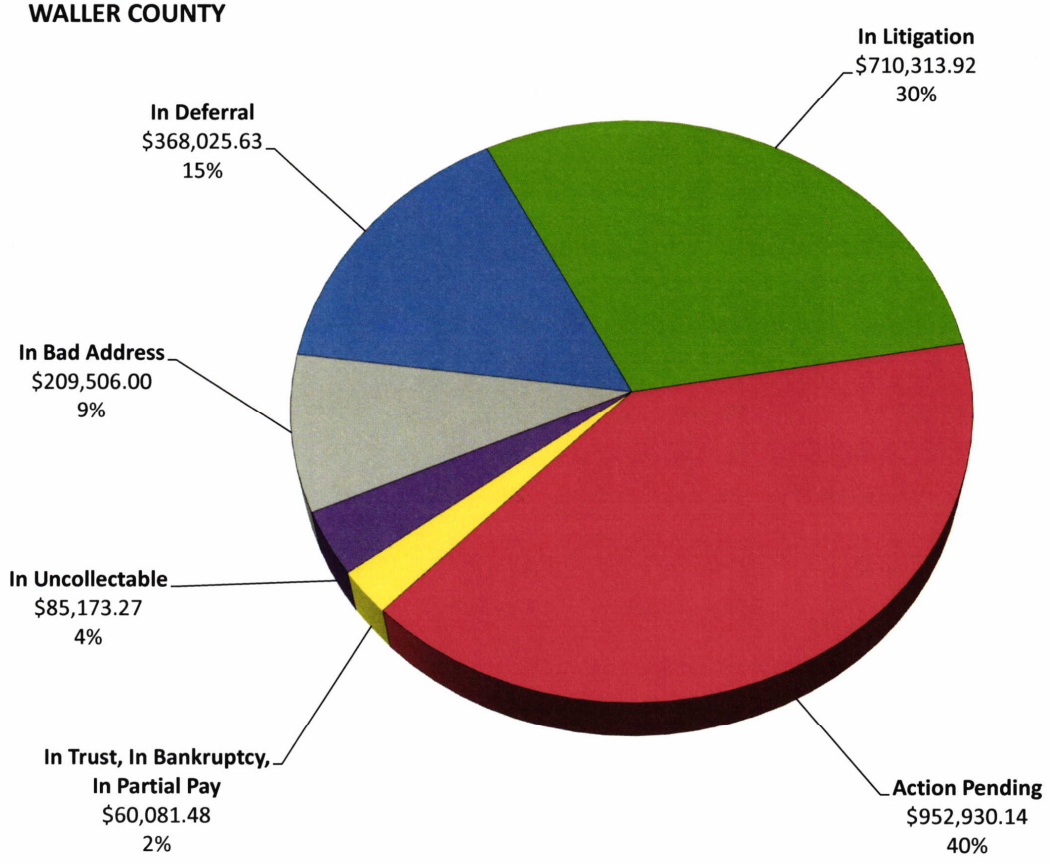
Submitted by: Otilia Gonzales

March 2024

www.pbfcm.com

PERDUE BRANDON
ATTORNEYS AT LAW

Account Break Down Chart For WALLER COUNTY

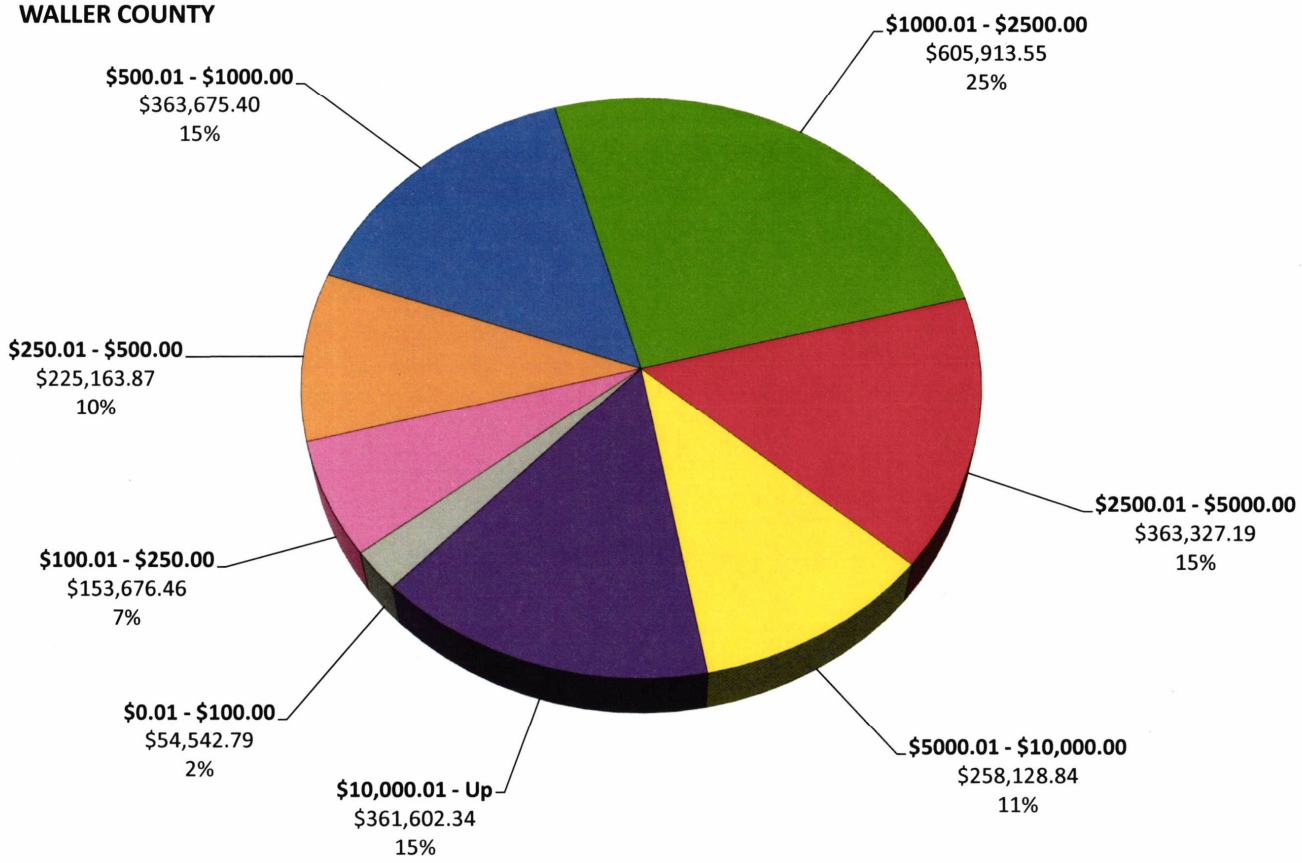


As Of 2/28/2024

Total Base Tax: $2,386,030.44

PERDUE BRANDON
ATTORNEYS AT LAW

Dollar Range Chart For
WALLER COUNTY

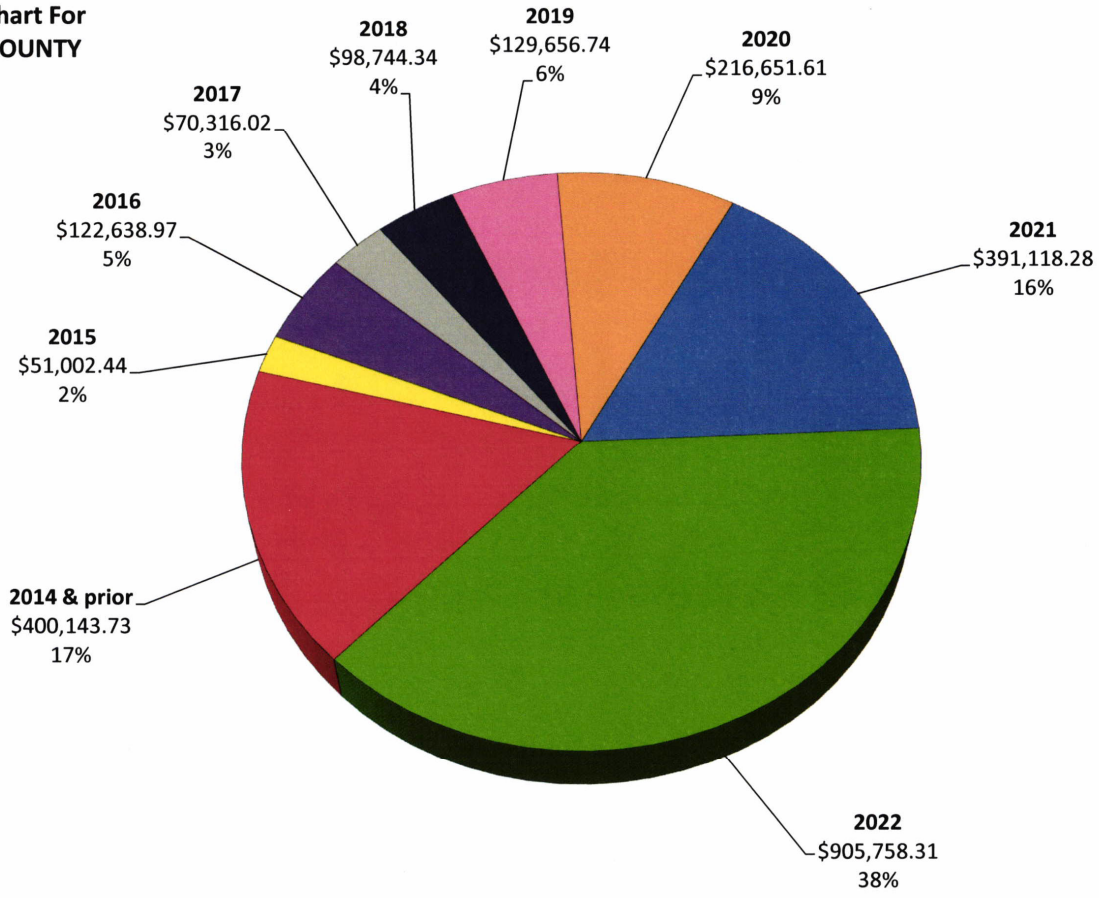


As Of 2/28/2024

Total Base Tax: $2,386,030.44

PERDUE BRANDON
ATTORNEYS AT LAW

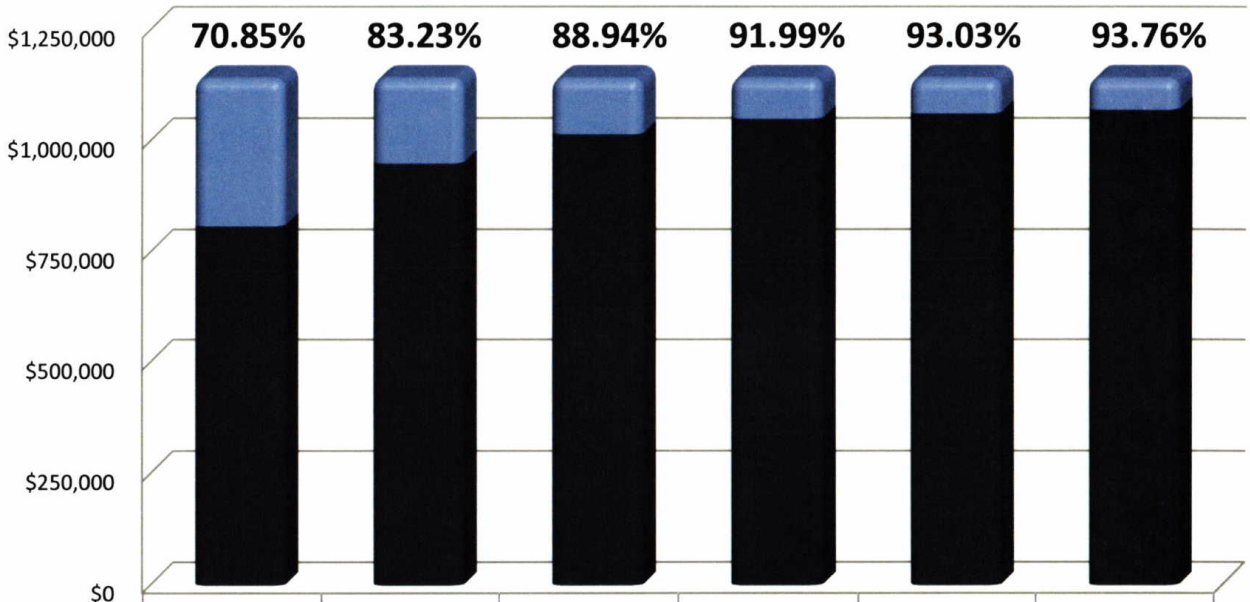
Tax Year Chart For WALLER COUNTY



As Of 2/28/2024

Total Base Tax: $2,386,030.44

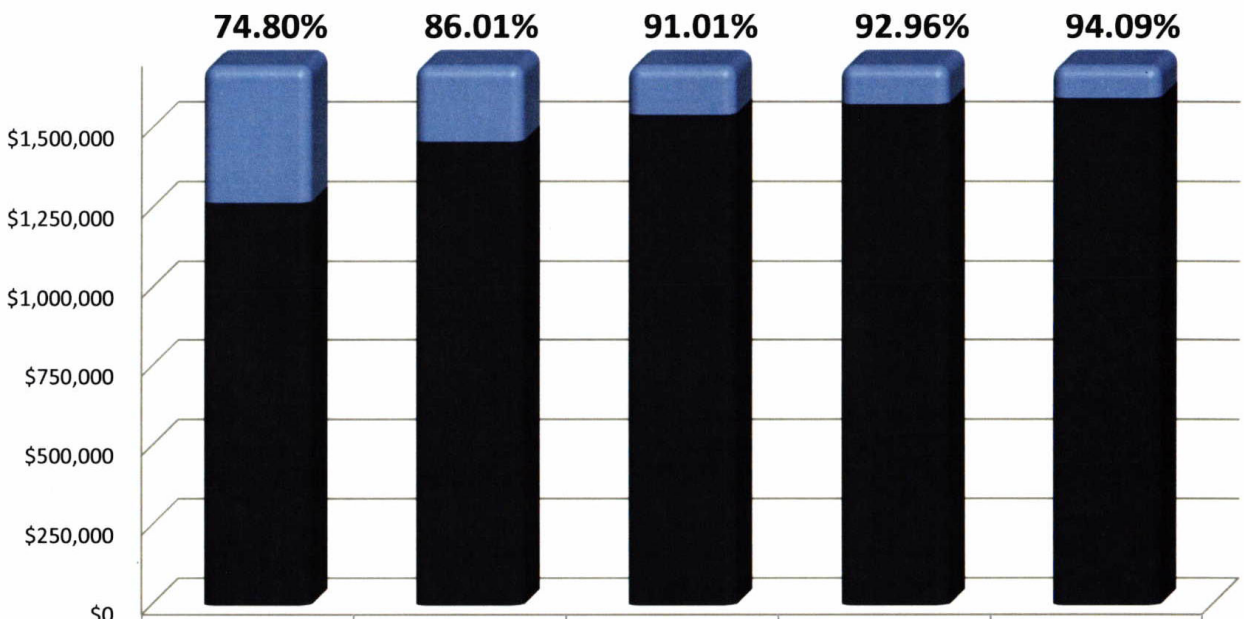
Waller County
2017 Percentage of Collections



	Year 1	Year 2	Year 3	Year 4	Year 5	Partial Year 6 thru 1/2024
Remaining	$332,720	$191,396	$126,243	$91,410	$79,546	$71,186
Collected	$808,597	$949,921	$1,015,074	$1,049,907	$1,061,771	$1,070,131

7/1 -6/30 for each year
Initial Oustanding Base Tax- $1,141,317

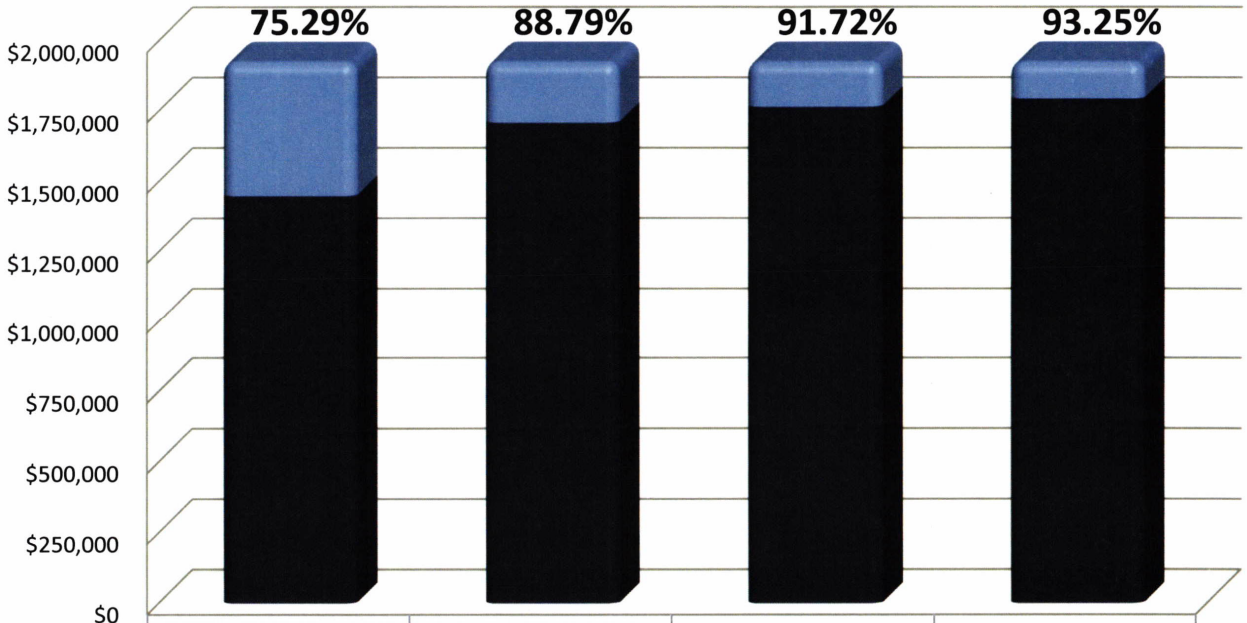
Waller County
2018 Percentage of Collections



	Year 1	Year 2	Year	Year	Partial Year thru 1/2024
Remaining	$427,871	$237,460	$152,666	$119,508	$100,278
Collected	$1,269,991	$1,460,402	$1,545,196	$1,578,354	$1,597,584

7/1 -6/30 for each year
Initial Oustanding Base Tax- $1,697,862

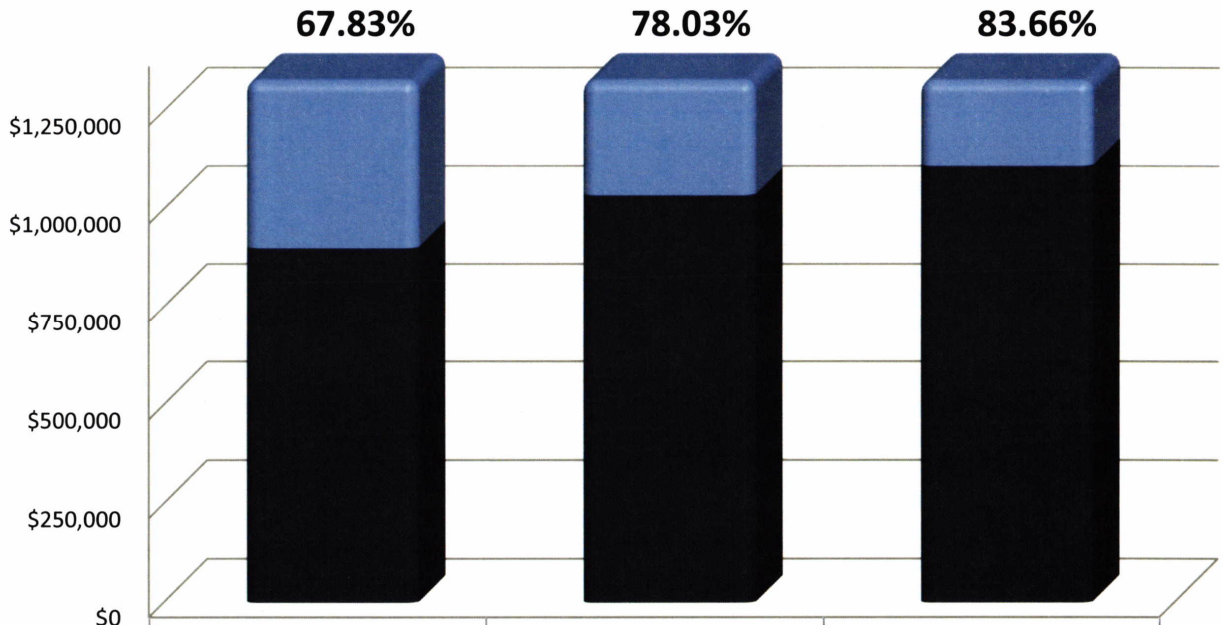
Waller County
2019 Percentage of Collections



	Year 1	Year 2	Year 3	Partial Year 4 thru 1/2024
Remaining	$475,682	$215,913	$159,362	$130,007
Collected	$1,449,554	$1,709,323	$1,765,874	$1,795,229

7/1 -6/30 for each year
Initial Oustanding Base Tax- $1,925,236

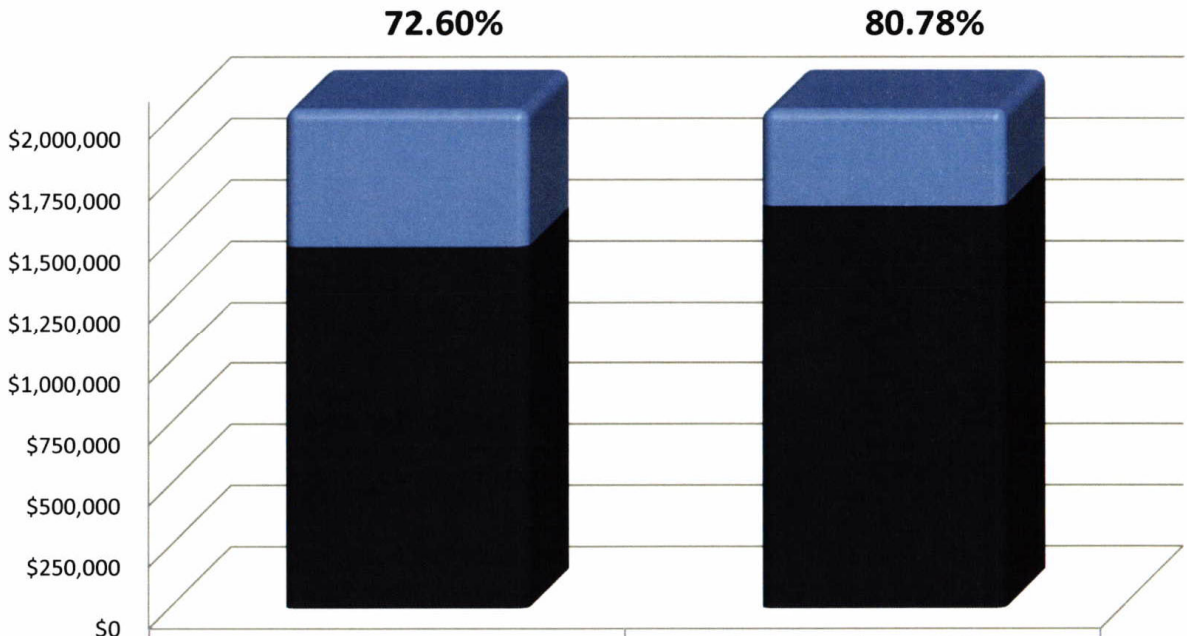
Waller County
2020 Percentage of Collections



	Year 1	Year 2	Partial Year 3 thru 1/2024
Remaining	$427,273	$291,848	$217,107
Collected	$901,092	$1,036,517	$1,111,258

7/1 -6/30 for each year
Initial Oustanding Base Tax- $1,328,365

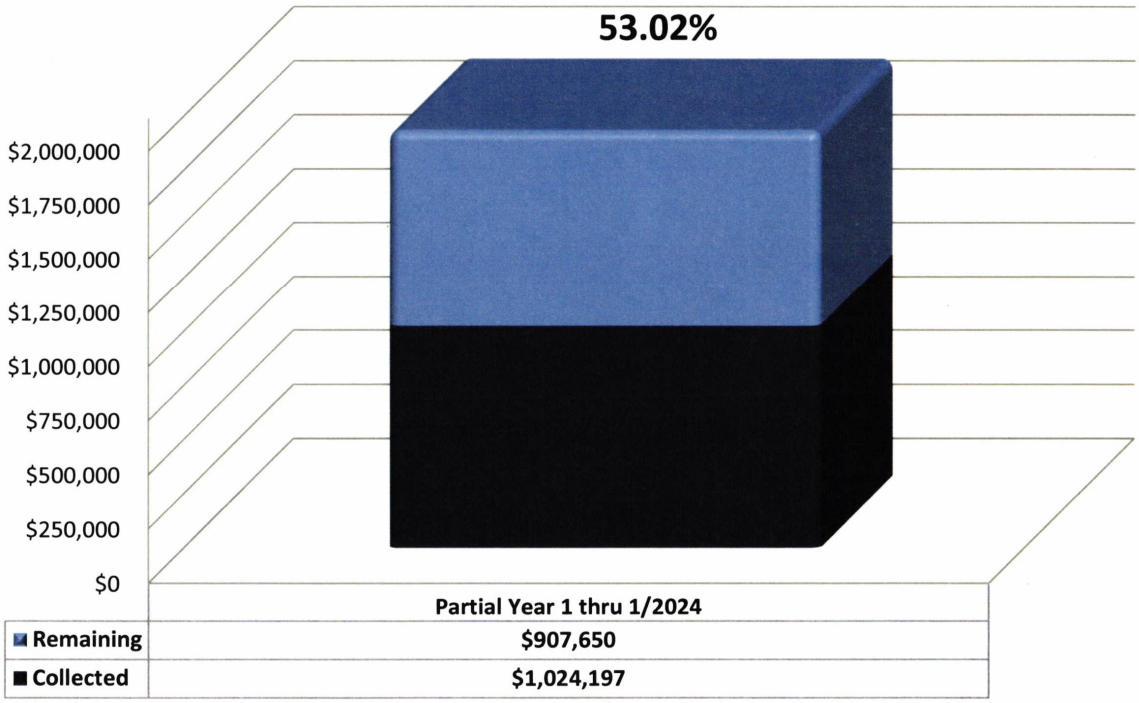
Waller County
2021 Percentage of Collections



	Year 1	Partial Year 2 thru 1/2024
Remaining	$558,306	$391,688
Collected	$1,479,635	$1,646,253

7/1 -6/30 for each year
Initial Oustanding Base Tax- $2,037,941

Waller County
2022 Percentage of Collections

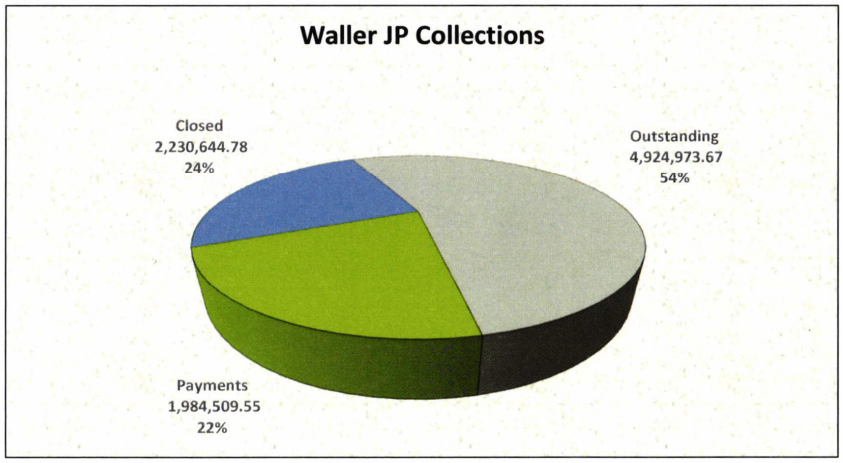


	Partial Year 1 thru 1/2024
Remaining	$907,650
Collected	$1,024,197

7/1 -6/30 for each year
Initial Oustanding Base Tax- $1,931,847

Perdue, Brandon, Fielder, Collins, & Mott L.L.P
Collection Report as of March 11, 2024

Court	Total Turnover		Payments and/or Partial Payments				Dismissed/Cleared				Total $ % cleared	Total # % cleared	Address Correction	Letters Mailed	Phone # Changes	Phone Contacts
	$	#	$	#	% of $	% of #	$	#	% of $	% of #						
Waller JP1 (Karisch)	3,496,437	11,329	617,155	2,649	17.65%	23.38%	399,863	1,791	11.44%	15.81%	29.09%	39.19%	9,430	89,704	6,493	15,642
Waller JP2 (Woolley)	1,093,230	2,955	193,242	704	17.68%	23.82%	313,496	960	28.68%	32.49%	46.35%	56.31%	1,631	16,022	1,261	6,667
Waller JP3 (Jackson)	588,141	2,018	63,745	347	10.84%	17.20%	49,681	251	8.45%	12.44%	19.29%	29.63%	1,257	5,011	1,765	5,327
Waller JP4 (Krenek)	3,962,320	11,043	1,110,368	5,081	28.02%	46.01%	1,467,605	4,658	37.04%	42.18%	65.06%	88.19%	7,965	76,859	3,474	18,516
Total of all JP's	9,140,128	27,345	1,984,510	8,781	18.55%	27.60%	2,230,645	7,660	21.40%	25.73%	39.95%	53.33%	20,283	187,596	12,993	46,152



Waller JP3 Top 10 Accounts By Zip Codes

Top 10 ZipCodes.xlsx

1

77445 - $57872.62(108)

2

77484 - $22375.70(47)

3

77423 - $20635.30(44)

4

77447 - $11242.90(16)

5

77449 - $7569.50(16)

6

77418 - $7144.60(14)

7

77446 - $7786.12(13)

8

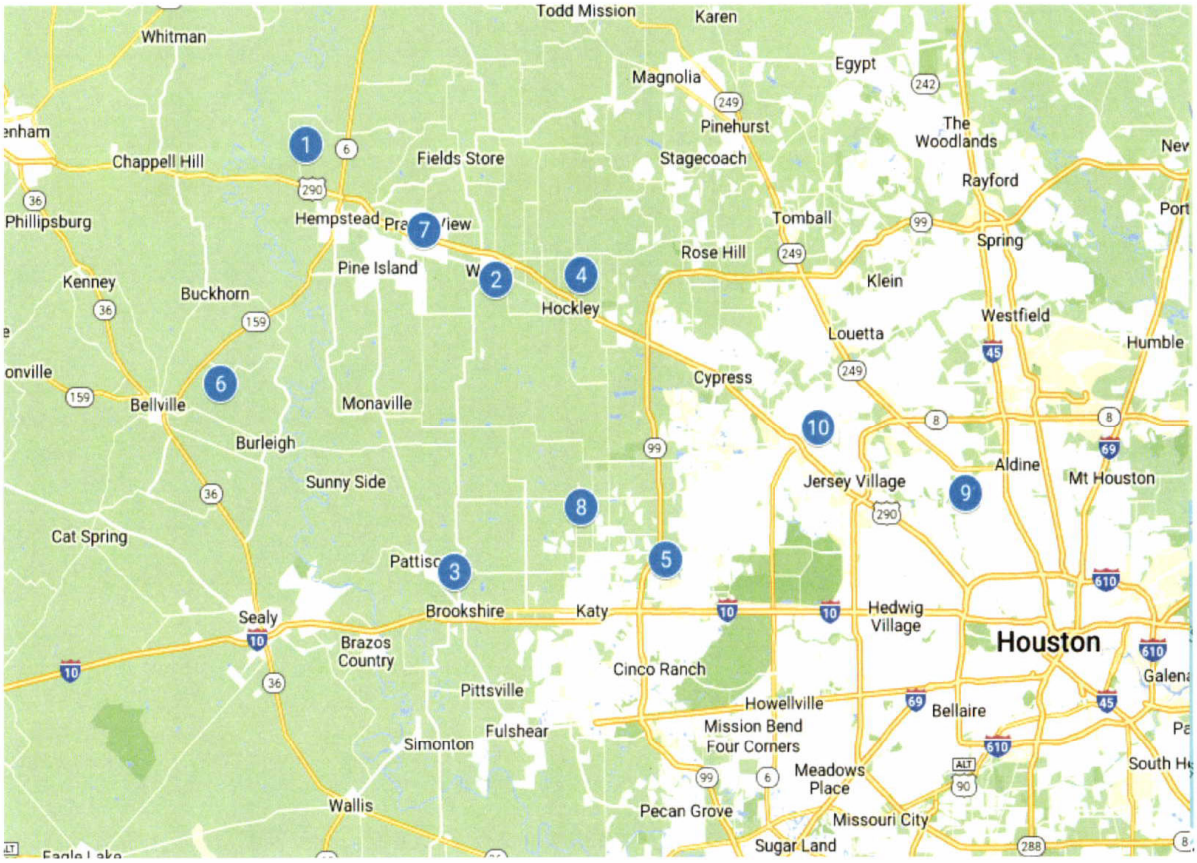
77493 - $5415.40(13)

9

77088 - $5133.50(12)

10

77065 - $5441.00(11)



Waller JP3 Top 10 Bad Address Accounts By Zip Code

BAs_ZipCodes.xlsx

1

77445 - $5214.30(12)

2

77484 - $3712.80(9)

3

77423 - $3333.20(7)

4

77060 - $1417.00(3)

5

77031 - $1175.20(2)

6

77043 - $1272.70(2)

7

77055 - $403.00(2)

8

77065 - $1105.00(2)

9

77080 - $546.00(2)

10

77466 - $431.60(2)



Waller JP3-All Accounts

All_ZipCodes.xlsx

All items



Written Findings:

Written Findings as to the Collections Contract with Perdue, Brandon, Fielder, Collins & Mott, LLP

In an open meeting, the Commissioner's Court of Waller County, Texas considered all matters listed Section 2254.1036(a)(1) of the Government Code, as they relate to a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP.

The Commissioner's Court, pursuant to Section 2254.1036(b), of the Government Code, hereby finds the following to be true: 1) there is a substantial need for the legal services specified in said contract; 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of Waller County, Texas; and 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because Waller County, Texas does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, this Commissioner's Court hereby approves the contract by and between Waller County and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of delinquent ad valorem taxes with services to be paid in accordance with Section 6.30 of the Tax Code.

APPROVED and EXECUTED this the 20th day of March, 2024.

On Behalf of Waller County, Texas

Disclosure Requirements - Section 2254, Government Code

Section 2254 of the Government Code requires a contingent fee contract to be considered and approved at an open meeting by your local governing body. To comply with this, the following three items are required.

1. Public Notice – The Public Notice provided herein must be posted before or at the time the county gives written notice of their open meeting under Section 551.041.

2. Agenda Item – The Agenda Item provided herein must be place in the agenda for the open meeting. Please see the proposed language below.

3. Written Findings- At the open meeting, your local governing body must approve the Agenda Item for the contingent fee contract, and it must approve and sign the Written Findings provided herein.

Public Notice:

NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, Waller County, Texas ("Count"), will consider entering into a contingent fee contract with the law firm of Perdue, Brandon, Fielder, Collins & Mott, L.L.P. ("Firm") and hereby posts this notice pursuant to Sec. 2254.106 of the Government Code.

WHEREAS, this notice shall be posted before or at the time of giving the written notice required by Government Code Sec. 551.041 for a meeting described by Sec. 2254.1036(2) of the Government Code and shall announce the following:

A. The County is pursuing a contract with the Firm for the collection of delinquent ad valorem taxes owed to the County and through this contract the County seeks to increase recovery of its delinquent debts in as expeditious a manner as possible. GOVT. CODE § 2254.1036(1)(A).

B. The County believes the Firm has the competency, qualifications, and experience necessary to fulfill this contract. GOVT. CODE § 2254.1036(1)(B). The Firm has collected delinquent government receivables for over 50 years, including the collection of delinquent ad valorem taxes. The Firm currently has 14 primary offices and multiple satellite offices throughout Texas, Oklahoma, and Florida. It employs more than 400 individuals, including 60 attorneys. It uses a multi-office, fully integrated team approach allowing the County access to all its offices and resources. Its collection team consists of long-term Firm employees, including attorneys, call center associates, paralegals, law clerks, legal secretaries, collection support personnel and information technology experts. The Firm utilizes proprietary collection software that can be tailored to meet any special need the County may have. This proprietary software also automates many aspects of the collection process, such as: account/debtor research, mailings and phone calls, return mail and address updates, payment notification and processing and workflow.

C. The nature of any relationship between the County and the Firm is as follows. GOVT. CODE § 2254.1036(1)(C). The Firm has previously represented the County in the collection of delinquent ad valorem taxes.

D. The County is unable to perform collect its delinquent ad valorem taxes. GOVT. CODE § 2254.1036(1)(D). The County currently does not have adequate support staff, computer software/programming, or experience to internally conduct these collection services and acquiring these will result in substantial expense to the County.

E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(1)(E). The Tax Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent ad valorem taxes. This percentage-based fee is assessed only against the debtor and not the County or taxpayers of the County. The collection of delinquent ad valorem taxes is a high-volume practice, requiring a significant amount of research, mailing, and handling of outbound/inbound calls. An hourly fee for such work will likely exceed amount of delinquent ad valorem taxes due. Moreover, the County will bear the cost of these hourly fees and not the

debtor, because the Tax Code does not expressly authorize the County to pay for collection services based on an hourly fee.

F. The County believes this contingent fee contract is in its best interest. GOVT. CODE § 2254.1036(1)(F). Under the contingent fee contract, the Firm will be paid the amount of the percentage-based collection fee, regardless of the number of hours the Firm spends researching, contacting and mailing to collect the delinquent debt. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to the County or taxpayers in the County.

Agenda Item:

Take action to approve a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP pursuant to Section 6.30 of the Tax Code, said contract being for the collection of delinquent government receivables owed to Waller County, Texas and notice of said contract is posted with the agenda in accordance with Section 2254 of the Government Code.

CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS §
§
COUNTY OF **WALLER** §

THIS CONTRACT is made and entered into by and between **WALLER COUNTY**, a political subdivision of the State of Texas, acting by and through its Commissioners' Court, hereinafter called Taxing Authority, and **PERDUE, BRANDON, FIELDER, COLLINS, & MOTT, L.L.P.,** Attorneys at Law, Houston, Texas, or their duly authorized representatives, hereinafter called the Firm.

I.

Taxing Authority agrees to employ and does hereby employ the Firm to enforce by suit or otherwise, the collection of all delinquent taxes, penalty and interest, owing to the Taxing Authority and other taxing units which have authorized the County to select the delinquent tax attorney to represent them; including current year taxes becoming delinquent within the period of this contract and which shall become subject to its terms upon the following conditions:

A. Taxes that become delinquent during the term of this contract that are not delinquent for any prior year become subject to the terms of this contract on the 1st day of July, of the year in which they become delinquent; and

B. Taxes that become delinquent during the term of this contract on property that is delinquent for prior years shall become subject to this contract on the first day of delinquency when such property is under litigation or comes under litigation; or is referred to the firm for collection by the Taxing Authority's Tax Collector; or is required to be included in such litigation to protect the interest(s) of the Taxing Authority as determined by the Firm.

C. Taxing Authority reserves the right to make the final decision as to whether or not to enforce by suit any delinquent tax account turned over to the Firm for collection.

II.

The Firm is to call to the attention of the collector or other officials any errors, double assessments or other discrepancies coming under their observation during the progress of the work. The Firm agrees to intervene on behalf of the Taxing Authority in all suits for taxes hereafter filed by any taxing unit on property located within its taxing jurisdiction.

III.

The Firm agrees to make annual progress reports to the Taxing Authority or as requested.

IV.

The Firm agrees to coordinate and support a program of reselling properties struck off to the Taxing Authority at tax sales. The Firm will notify prospective bidders and provide information to promote the sale of tax trust properties.

V.

Section 33.48(a) (4) of the Texas Property Tax Code provides: "In addition to other costs authorized by law, a taxing unit is entitled to recover...reasonable expenses that are incurred by the taxing unit in determining the name, identity and location of necessary parties and in procuring necessary legal descriptions of the property on which a delinquent tax is due:..." The Firm agrees to advance on behalf of Taxing Authority such costs and expenses. In consideration of the advancement of such costs and expenses by the Firm, Taxing Authority assigns its right to recover the same to the extent approved by the Court and/or customarily and usually approved by the Court. The Firm expressly waives any claim against Taxing Authority for uncollected costs or expenses.

VI.

The Firm agrees to represent the Taxing Authority in any matter involving ad valorem tax matters and/or provide advice in any matter involving truth in taxation, abatement or economic development. The Firm agrees to provide information, support and advice to the Taxing Authority about proposed legislation which affects the Taxing Authority. These services are at no additional cost to the County.

VII.

Taxing Authority agrees to pay the Firm as compensation for services rendered hereunder fifteen percent (15%), of the total amount of all delinquent taxes, penalties and interest which are subject to this contract and which are actually collected and paid to the Taxing Authority's Collector of Taxes. The compensation is equal to the amounts described in Sections 33.07 and 33.08 of the Texas Property Tax Code, or the "attorney's fees" described in Section 33.48, Texas Property Tax Code. Other taxes, including current taxes, which are turned over to the Firm by the Taxing Authority's Tax Assessor-Collector because of the necessity of filing claims in Bankruptcy, with other Federal authorities, or for other reasons, shall become subject to the terms of this contract at the time they are turned over to the Firm and the Firm shall be entitled to fifteen percent (15%) of any amounts of delinquent taxes, penalties, and interest actually

received by the Taxing Authority, and fifteen percent (15%) of current taxes actually received by the Taxing Authority when such percentage is actually recovered from the taxpayer, if collected prior to July 1st of any tax year.

VIII.

Monthly, the Taxing Authority agrees to furnish to the Firm in electronic form all data and information as to the name, and address of the taxpayer, the legal description of the property, years and amount of taxes due. Taxing Authority further agrees to update said information by furnishing in electronic form a list of paid accounts and adjustments to the tax roll monthly.

IX.

This Contract shall commence on **May 6, 2024,** and continue in force and effect until **May 5, 2026**, at which time this contract will continue on a month to month basis, except that either party to this agreement may terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this agreement; and further provided that the Firm shall have an additional six (6) months to reduce to payment or judgment all tax suits and bankruptcy claims filed prior to the date this agreement becomes terminated.

X.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

As required by Texas Government Code Section 2270.002, the Firm verifies that it is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel.

In consideration of the terms and compensation here stated, the Firm hereby accepts said employment and undertakes the performance of this Contract as above written.

This Contract is executed on behalf of the Taxing Authority by the presiding officer of the governing body who is authorized to execute this instrument by Order heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in duplicate originals this the 20th day of March, 2024, Waller County, Texas.

WALLER COUNTY

By: _____

Attest: _____

PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.
Attorneys At Law
1235 North Loop West, Suite 600
Houston, Texas 77008
(713) 862-1860 or 1 (800) 833-5886
(713) 862-1429 Fax

By: _____

WALLER COUNTY
TRAVEL EXPENSE FORM NUMBER 1
REIMBURSEMENT REQUEST

NAME OF EMPLOYEE SUBMITTING REIMBURSEMENT: Trey Duhon
NAME OF DEPARTMENT: County Judge
PURPOSE OF TRAVEL: Jane Kyrkanides - HGAC

DESTINATION: (City & State) WASHINGTON, D.C.
DEPARTURE DATE: 1/11/2024 **RETURN DATE:** 1/14/2024

NON-OVERNIGHT MEALS:

Attach itemized receipts and include meal gratuities in the meal column

	DATE	MEALS	TOTALS
	1		$0 00
Non-overnight meals = $ 25.00	2		$0 00
Maximum daily amount	3		$0 00

TOTAL REIMBURSEMENT REQUEST FOR PAYROLL **$0.00**

Non-overnight out-of-county reimbursements shall be paid through payroll, subject to applicable taxes and retirement deductions in accordance with IRS and TCDRS regulations.

OVERNIGHT MEALS AND LODGING:

Attach required verification of conference attendance

PER DIEM RATES	DATE	MEALS	LODGING	TOTALS
First & last travel days = $ 48.00	1			$0 00
75% of per diem amount	2			$0 00
Overnight Meals = $ 64.00	3			$0 00
Maximum per diem amount	4			$0 00
	5			$0 00

TOTAL MEALS AND LODGING **$0.00**

TRAVEL AND TRANSPORTATION:

Personal Auto _____ MILES AT $0.670 PER MILE = $0 00

Approved by

Other Transportation (Attach receipts) _____

TOTAL TRAVEL AND TRANSPORTATION **$0.00**

REGISTRATION FEES:

(Attach receipts) _____

TOTAL REGISTRATION **$0.00**

INCIDENTAL EXPENSES:

Parking fees toll charges etc (Attach receipts) $154 73

TOTAL INCIDENTAL EXPENSES **$154.73**

TOTAL REIMBURSEMENT REQUEST FOR ACCOUNTS PAYABLE **$154.73**

Overnight out-of-county reimbursements shall be paid through accounts payable.

CERTIFICATION BY EMPLOYEE

I certify that the expenses as shown on this travel expense form are true and correct statements of expenses incurred by me while traveling on official county business and that no other reimbursement has been or will be sought from other sources

Signature of Person Submitting Request — Date: 2-28-24

CERTIFICATION BY OFFICIAL/DEPARTMENT HEAD

I certify that the above named employee received proper authorization for traveling on official county business
I have examined this request for travel reimbursement and approve the same for payment

Signature of Official/Department Head Submitting Request — Date: 2-28-24

Registration # 011335
Joan Sargent Waller Co. Treasurer
Deputy MB Date 2/28/24

Policy Amended Approved and Adopted 01 11 23
Waller County Commissioner's Court
2022 FORM
Policy 5 13
Travel Reimbursement

Cindy Jones

From: Trey Duhon
Sent: Monday, February 26, 2024 3 26 PM
To: Cindy Jones
Subject: Fwd. [Personal] Your Tuesday afternoon trip with Uber

[redacted]

Sent from my iPhone

Begin forwarded message:

From: Uber Receipts <noreply@uber.com>
Date: February 26, 2024 at 3:22:25 PM CST
To:
Subject: [Personal] Your Tuesday afternoon trip with Uber



Total $13.75

Trip fare	$8.21
Subtotal	$8.21

Booking Fee	$1.68
DC Digital Dispatch Surcharge	$0.25
Tip	$3.00
DC Fee	$0.61

Payments

$13.75

Receipt ID # 08821f0a-3bcf-461d-bd8d-2f9f4c117b46

Switch Payment Method

Download PDF

You rode with Aboubacar

4.98 Rating

Has passed a multi-step safety screen

When you ride with Uber, your trips are insured in case of a covered accident.

Learn more ›

UberXL 0.76 miles | 4 min

2:05 PM

139 4th St NW, Washington,
DC 20004, US

2:09 PM

15 Independence Ave SE,
Washington, DC 20515, US

Click here to unsubscribe from seeing advertisements in your email receipt

Report lost item ›

Contact support ›

My trips ›

Cindy Jones

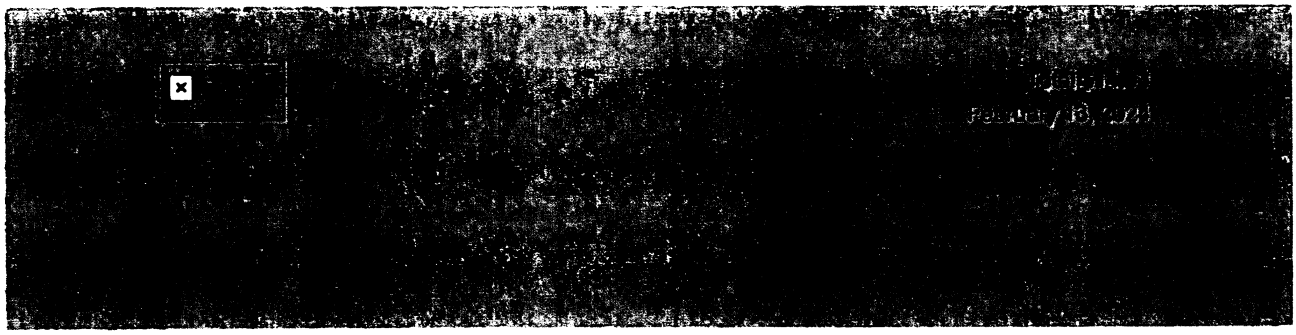
From: Trey Duhon
Sent: Monday, February 26, 2024 3:23 PM
To: Cindy Jones
Subject: Fwd: [Personal] Your Tuesday afternoon trip with Uber

CAUTION: This email originated from outside Travis County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Sent from my iPhone

Begin forwarded message:

From: Uber Receipts <noreply@uber.com>
Date: February 26, 2024 at 3:22:10 PM CST
To
Subject: [Personal] Your Tuesday afternoon trip with Uber



Total $14.63

Trip fare	$9.04
Subtotal	$9.04

Booking Fee	$1.68
DC Digital Dispatch Surcharge	$0.25
Tip	$3.00
DC Fee	$0.66

Payments

	$14.63

Receipt ID # dc47f96d-3a41-47f5-be35-b05583dbe6da

Switch Payment Method

Download PDF

You rode with Peter

4.98 Rating

Has passed a multi-step safety screen

When you ride with Uber, your trips are insured in case of a covered accident.

Learn more ›

UberXL 0 83 miles | 8 min

3:39 PM

E Capitol St NE & 2nd St NE,

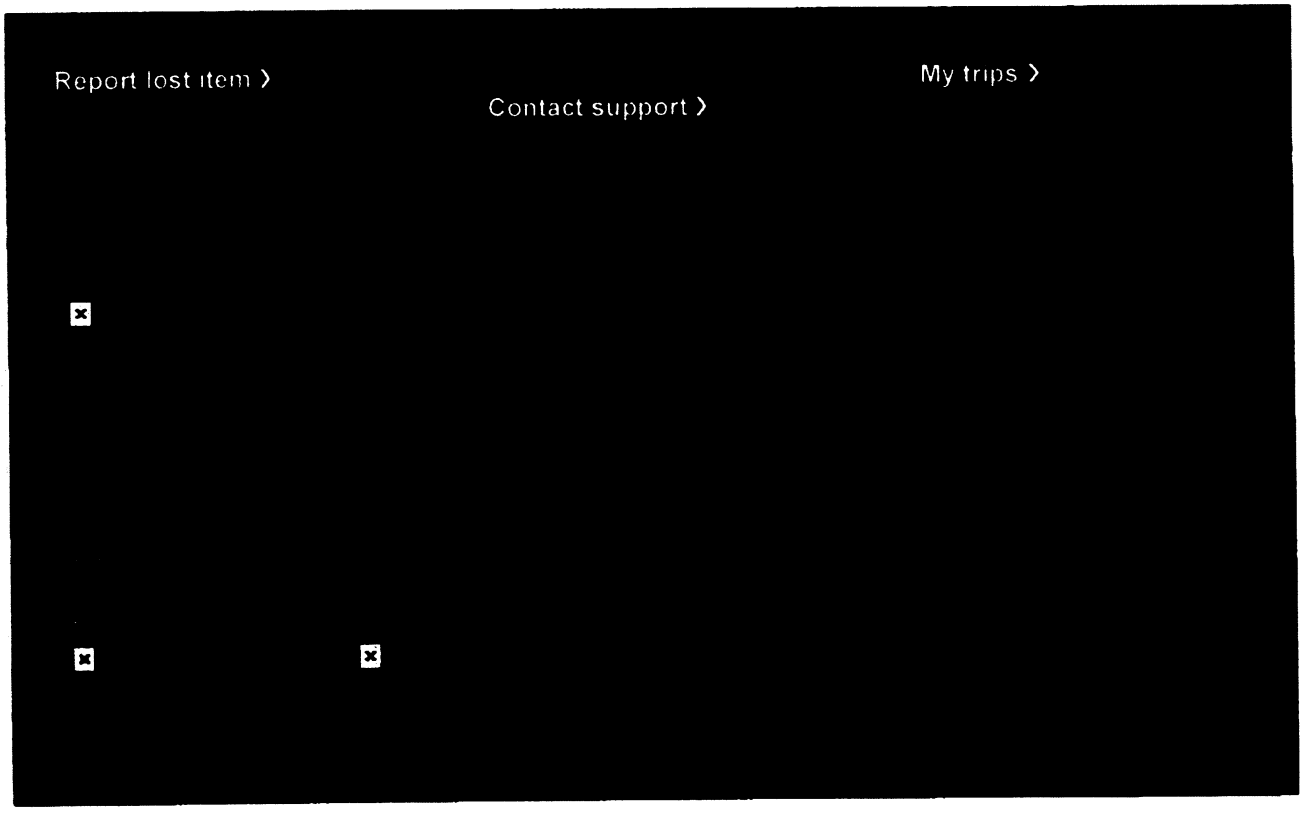
Washington, DC 20003, US

3:48 PM

400 New Jersey Ave NW,

Washington, DC 20001, US

Click here to unsubscribe from seeing advertisements in your email receipt



Cindy Jones

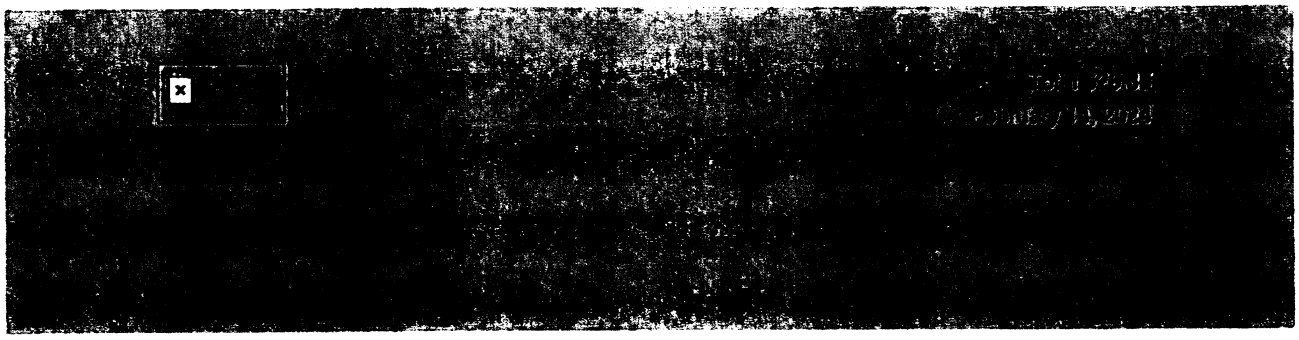
From: Trey Duhon
Sent: Monday, February 26, 2024 3 23 PM
To: Cindy Jones
Subject: Fwd [Personal] Your Wednesday morning trip with Uber

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sent from my iPhone

Begin forwarded message:

From: Uber Receipts <noreply@uber.com>
Date: February 26, 2024 at 3:21:41 PM CST
To:
Subject: [Personal] Your Wednesday morning trip with Uber



Total $26.35

Trip fare	$14.47
Subtotal	$14.47

Booking Fee	$1.00
DCA Airport Surcharge	$5.00
DC Digital Dispatch Surcharge	$0.25
Tip	$4.39
DC Fee	$1.24

Payments

	$26.35

Receipt ID # 0e0fc40d-01f3-4395-ad71-5783e35539d3

Switch Payment Method

Download PDF

You rode with Aiman

4.97 Rating

Has passed a multi-step safety screen

Issued on behalf of Aiman

When you ride with Uber, your trips are insured in case of a covered accident.

Learn more ›

UberX 5.52 miles | 14 min

11:10 AM
400 New Jersey Ave NW,
Washington, DC 20001, US

11:24 AM
Terminal 2, Ronald Reagan
Washington National Airport
(DCA), Arlington, VA 22202,
US

Click here to unsubscribe from seeing advertisements in your email receipt

Report lost item >

Contact support >

My trips >

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

February 9, 2024

Jordan Konesheck, P.E.
Project Manager , Pape-Dawson Engineers
10350 Richmond Ave., Suite 200
Houston, TX 77063
713-428-2400

Re: Freeman Ranch Section 5 – Substantial Completion/One-Year Warranty Period

Mr. Konesheck,

This formal notice is per your request to inspect Freeman Ranch Section 5 in order to begin the one (1) year maintenance period.

On February 8, 2024, Mr. Robert J.P. Goodspeed and Vincent Hensen from Waller County Engineering Department concluded all punch list items are completed.

The County will consider the maintenance period to start on 02/08/2024. The road will be reviewed again in one (1) year to determine if any additional work is required before a motion for final acceptance of the road is submitted to Waller County Commissioners' Court.

Please contact us on or after the anniversary date of 02/08/2025 to schedule the Final Inspection.

If you have questions or require further information, please feel free to contact me at (979) 826-7670.

Sincerely,

J. Ross McCall, P.E.
Waller County Engineer

Freeman Ranch Sec 5 Road Log

Road Name	Precinct	Location	Length		Right-of-Way	Pavement		Acceptance			Subdivision	Comments
			Feet	Miles	Width	Type	Width	Date	Volume	Page		
Sunny Highlands Drive	3	Key Map 403-T	1443.66	0.27	60-Foot	6" Rein. Conc.	28				Freeman Ranch Sec 5	
Lynn Lotus Drive	3	Key Map 403-T	319.42	0.06	60-Foot	6" Rein. Conc.	28				Freeman Ranch Sec 5	
Light Summit Drive	3	Key Map 403-T	650.49	0.12	60-Foot	6" Rein. Conc.	28				Freeman Ranch Sec 5	
Beechwood Hacienda Drive	3	Key Map 403-T	1152.27	0.22	60-Foot	6" Rein. Conc.	28				Freeman Ranch Sec 5	
Cordova Cliff Drive	3	Key Map 403-T	185.43	0.04	60-Foot	6" Rein. Conc.	28				Freeman Ranch Sec 5	
Mystic Slopes Drive	3	Key Map 403-T	431.44	0.08	60-Foot	6" Rein. Conc.	28				Freeman Ranch Sec 5	
Mustang Trot Drive	3	Key Map 403-T	383.29	0.07	60-Foot	6" Rein. Conc.	28				Freeman Ranch Sec 5	
San Miguel Creek Drive	3	Key Map 403-T	1392.27	0.26	60-Foot	6" Rein. Conc.	28				Freeman Ranch Sec 5	
Polly Groce Drive	3	Key Map 403-T	449.37	0.09	60-Foot	6" Rein. Conc.	28				Freeman Ranch Sec 5	
Texas Pecan Drive	3	Key Map 403-T	448.89	0.09	60-Foot	6" Rein. Conc.	28				Freeman Ranch Sec 5	

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

February 22, 2024

Jonathan C. White, PE
Jones & Carter
1575 Sawdust Road, Suite 400
The Woodlands, Texas 7738 1-424

Re: Sunterra Section 24
Privately Maintained Road(s)

To Whom It May Concern,

Our office has performed a Substantial Completion Inspection on the above referenced project. and the roads appear to meet requirements as set forth in the latest version of the Waller County Subdivision and Development Regulations.

These roads are considered by Waller County to be complete and will be maintained privately.

If you have any questions, please let me know.

Sincerely,

J. Ross McCall, P.E.
Waller County Engineer

Sunterra Section 24 Road Log														
Road Name	Precinct	Location	Length		Right-of-Way	Pavement		Acceptance			Subdivision	Plat Recordation		Comments
			Feet	Miles	Wideth	Type	Wideth	Date	Volume	Page		Date	Instrument No	
Fairview Harbor Drive	3	443G	817	0.154	50'	6"conc. Pave	28'				Freeman Ranch	6/23/2022	2208261	
Garden Jewel Drive	3	443G	270.0	0.051	80'	6" conc. Pave	28'				Freeman Ranch	6/23/2022	2208261	
Whisper Forest Drive	3	443G	734.0	0.139	50'	6" conc. Pave	28'				Freeman Ranch	6/23/2022	2208261	
Solaris Bend Drive	3	443G	1498	0.283	50'	6" conc. Pave	28'				Freeman Ranch	6/23/2022	2208261	
Fairview Harbor Drive	3	443G	817	0.154	50'	6" conc. Pave	28'				Freeman ranch	6/23/2022	2208261	
Seamist Cove Lane	3	443G	174	0.032	50'	6" conc Pave	28"				Freeman Ranch	6/23/2022	2208261	
Coco Green Court	3	443G	85	0.016	50'	6" conc pave	28'				Freeman Ranch	6/23/2022	2208261	

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

December 01, 2023

Travis W Miller, PE
Jones/Carter Inc.
2322 West Grand Parkway North, Suite 150
Katy, Texas 77449
823-913-4000

Re: Sunterra Section 25
Privately Maintained Road(s)

To Whom It May Concern,

Our office has performed a Substantial Completion Inspection on the above referenced project. and the roads appear to meet requirements as set forth in the latest version of the Waller County Subdivision and Development Regulations.

These roads are considered by Waller County to be complete and will be maintained privately.

If you have any questions, please let me know.

Sincerely,

J. Ross McCall, P.E.
Waller County Engineer

Sunterra Section 25 Road Log														
Road Name	Precinct	Location	Length		Right-of-Way	Pavement		Acceptance			Subdivision	Plat Recordation		Comments
			Feet	Miles	Wideth	Type	Wideth	Date	Volume	Page		Date	Instrument No.	
Allegretto Sea Drive	3	Key Map 443G	888	0.168	50'	6"conc. Pave	28'				Freeman Ranch	8/12/2022	2210839	
Newport Sea Breeze	3	Key Map 443G	718.0	0.136	50'	6" conc. Pave	28'				Freeman Ranch	8/12/2022	2210839	
Sunray Beach Drive	3	Key Map 443G	302.0	0.057	50'	6" conc. Pave	28'				Freeman Ranch	8/12/2022	2210839	
Riviera Shores Drive	3	Key Map 443G	228	0.043	50'	6" conc. Pave	28'				Freeman Ranch	8/12/2022	2210839	
Malibu Glen drive	3	Key Map 443G	498	0.094	50'	6" conc. Pave	28'				Freeman Ranch	8/12/2022	2210839	
Aruba Ridge Drive	3	Key Map 443G	867	0.164	50'	6" conc. Pave	28'				Freeman Ranch	8/12/2022	2210839	
Bolinas Bluff Drive	3	Key Map 443G	294	0.056	50'	6" conc. Pave	28'				Freeman Ranch	8/12/2022	2210839	
Sunlite Meadows Drive	3	Key Map 443G	462	0.088	60'	6" con. Pave	28'				Freeman Ranch	8/12/2022	2210839	
Dana Point Drive	3	Key Map 443G	265	0.050	50'	6" conc. Pave	28'				Freeman Ranch	8/12/2022	2210839	

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

February 22, 2024

Jonathan C. White, PE
Jones & Carter
1575 Sawdust Road, Suite 400
The Woodlands, Texas 7738 1-424

Re: Sunterra Section 26

To Whom It May Concern,

Our office has performed a Final Inspection on the above referenced project. Punch list items have been completed, and the roads appear to meet requirements as set forth in the latest version of the Waller County Subdivision and Development Regulations.

I will be recommending that the Waller County Commissioners Court accept the roads for maintenance.

If you have any questions, please let me know.

Sincerely,

J. Ross McCall, P.E.
Waller County Engineer

Sunterra Section 26 Road Log														
Road Name	*Precinct*	*Location*	*Length*		*Right-of-Way*	*Pavement*		*Acceptance*			*Subdivision*	*Plat Recordation*		*Comments*
			Feet	Miles	Wideth	Type	Wideth	Date	Volume	Page		Date	Instrument No.	
Aruba Bend Drive	3	Key Map 443D	998	0.189	50'	6"conc. Pave	28'				Freeman Ranch	9/15/2022	2212304	
Ventura Creek Drive	3	Key Map 443D	419.0	0.079	60'	6" conc. Pave	28'				Freeman Ranch	9/15/2022	2212304	
Seaglass View Drive	3	Key Map 443D	1166.0	0.221	50'	6" conc. Pave	28'				Freeman Ranch	9/15/2022	2212304	
Sunlite meadow Drive	3	Key Map 443D	155	0.029	60'	6" conc. Pave	32'				Freeman Ranch	9/15/2022	2212304	

WALLER COUNTY ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

February 22, 2024

Jonathan C. White, PE
Jones & Carter
1575 Sawdust Road, Suite 400
The Woodlands, Texas 7738 1-424

Re: Sunterra Section 31
Privately Maintained Road(s)

To Whom It May Concern,

Our office has performed a Substantial Completion Inspection on the above referenced project. and the roads appear to meet requirements as set forth in the latest version of the Waller County Subdivision and Development Regulations.

These roads are considered by Waller County to be complete and will be maintained privately.

If you have any questions, please let me know.

Sincerely,

J. Ross McCall, P.E.
Waller County Engineer

Sunterra Section 31 Road Log														
Road Name	*Precinct*	*Location*	*Length*		*Right-of-Way*	*Pavement*		*Acceptance*			*Subdivision*	*Plat Recordation*		*Comments*
			Feet	Miles	Wideth	Type	Wideth	Date	Volume	Page		Date	Instrument No	
Garden Jewel Drive	3	443H	145	0.027	50'	6 inch	28'				Freeman Ranch	9/28/2022	2212974	
Stingray Cove Drive	3	443H	1089.0	0.206	50'	6 inch	28'				Freeman Ranch	9/28/2022	2212974	
Seaside Glass Drive	3	443H	587.0	0.111	50'	6 inch	28'				Freeman Ranch	9/28/2022	2212974	
Myrtle Glass Drive	3	443H	544	0.103	50'	6 inch	28'				Freeman Ranch	9/28/2022	2212974	

BUSINESS SERVICES AGREEMENT

Consolidated communications

BSA ID	TERM LENGTH
00033322	36 Months

This Business Services Agreement is entered into by Waller County (**"you"** or **"Customer"**) and the Consolidated Communications, Inc. affiliate located in the state in which the Service(s) are being provided (**"we"** or **"CCI"**) and along with the General Terms and Conditions attached hereto and incorporated herein constitute the agreement (the **"Agreement"**) for the provision of the **"Services"** requested below. Additionally, one or more addendum(s) with service-specific terms and conditions may be attached to this Agreement (each, an **"Addendum"**). Each such Addendum will be governed by and incorporated into this Agreement. This Agreement is binding on you and CCI when signed by both parties (the later dated signature being the **"Effective Date"**). By signing below, each party represents that their signatory is duly authorized to execute and deliver this Agreement. This Agreement will continue in force for so long as any Service is provided hereunder.

SERVICES REQUESTED. The Service(s) requested by you and to be provided by us under the Agreement are as follows:

Address:	5004 Gassner Road, Brookshire, Texas, 77423	Site MRC: Site NRC:	$48.98 $129.00

Services	Quantity	MRC	Total MRC	NRC	Total NRC
BizConnect 20Mbps	1	$34.99	$34.99	$129.00	$129.00
Broadband Modem/Router	1	$8.99	$8.99	$0.00	$0.00
Managed Gateway Bronze	1	$5.00	$5.00	$0.00	$0.00

Site Name	Site Notes
5004 Gassner Road	

CHARGES AND FEES. The following reflect the charges and fees applicable to the Services ordered:

(a) Total of Monthly Recurring Charges (**"MRC"**):	**$48.98**
(b) Total of Non-Recurring Charges (**"NRC"**):	**$129.00**

Any and all taxes, fees, universal service and similar public policy assessments, are in addition to the amounts set out above, and are also payable by you. If a tariff governs a Service, the terms of the tariff will take precedence over this Agreement. All pricing is exclusive of any non-recurring charges incurred that are not reflected above, including charges related to any needed extension of facilities or additional work necessary to provide the Services. These charges may include after-hours installation charges for requested installations between 5:00 p.m. and 6:59 a.m. Monday through Thursday or weekend installation charges for requested installations between 5:01 p.m. Friday and 6:59 a.m. Monday. All extension or installation work will only be performed upon your agreement to pay the associated charges, and if you do not agree to pay such charges, this Agreement (or any applicable Service) will be subject to cancelation by us. Pricing is also exclusive of: (i) any usage or variable charges, (ii) all taxes and fees, and (iii) all charges incurred in connection with governmental or quasi-governmental assessments, all of which are payable by you. We reserve the right to adjust monthly service rates due to increases in other tariffed services that are outside of our control, or where third-party vendors increase rates for third-

party services, and you will not be entitled to terminate this Agreement as a result of any such increase. Notwithstanding any other terms in this Agreement, this pricing is good only in areas where the Service is commercially available. You understand that the Service selected may not be commercially available at the rates, speeds or bandwidth set forth herein in your area, and that this Service Order is subject to our final acceptance. Any long distance package pricing excludes charges related to international calls, which will be payable as incurred according to then-applicable rates. You are responsible for all individually charged calls, whether domestic or international, and whether through hosted services or otherwise, including charges that are unauthorized or fraudulently incurred. All Services are provided subject to verification of good credit before installation, your timely payment and your continued good credit.

TERM OF SERVICES. This Service Order is binding on you when you sign it. The initial term for each Service is 36 Months. The billing for each Service will commence on that date upon which the Service is made available by CCI for use by you, unless, prior to commencement, you notify us in writing that the Service provided does not meet an applicable Service performance specification. The Contract Term will not be less than a term of 12 months from the Service availability date except where "month-to-month" is the contracted term or where applicable law provides otherwise. During the initial term, we may make changes to the Services, including by adding to or modifying the features associated with the Services, but we will not materially reduce your Service functionality during the initial term. In some cases, new or modified Service features may require your payment of additional charges. If a new or modified Service feature requires your payment of an additional charge, we will notify you and will provide an opt-out period during which you will be able to opt-out of the applicable feature and the corresponding charge. If you do not opt-out during the opt-out period, your continued use of the Service following the opt-out period signifies your acceptance of the new or modified Service feature and your agreement to pay the corresponding charge. After the initial term, this Agreement and the term for each Service will automatically be extended on a month-to-month basis, unless either party provides at least 30 days' written notice of termination to the other. Upon the commencement of any such month-to-month renewal term, any discounted or promotional pricing will expire, and pricing will automatically be adjusted to reflect our then-current rates for the Services. During the renewal term, we may discontinue or modify the Service or increase Service charges at any time with thirty (30) days' prior notice to you.

CANCELLATION CHARGE; EARLY TERMINATION CHARGE. If you cancel this Agreement or any Service after the Effective Date but before the date that the Service is first made available to you, or if installation fails because of your action or inaction, and is not later completed, you agree to pay to us a cancellation charge equal to four (4) months of MRCs, plus all costs incurred by us in connection with the extension of facilities to your location, including both our costs and third-party costs. The cancellation charge will be paid to us not later than the later of any due date identified on the invoice or thirty (30) days after the date Service is terminated. If we have provided any equipment to you, the equipment must be returned to us in good condition or you will be responsible for its cost. Notice of any Service termination must be submitted to us in writing. If you terminate any Service after the Service is first made available to you and before the end of the applicable term for any reason not permitted by this Agreement, or if we terminate any Service or this Agreement for your breach, you are responsible for an early termination charge equal to 100% of the MRCs for each affected Service for each of the remaining months in the term. Notwithstanding the foregoing, in markets where the following products are sold, the Essentials Voice, EPAKII Voice Packages, BizConnect and FiberConnect products will be subject to a flat early termination charge of $129.00 per circuit or per line as applicable with no proration for the length of time left in the term for these products. In addition to the applicable early termination charge, you will also be responsible for the following ancillary costs related to your Service: (i) any recurring Service charges that are due or that become due and that are unpaid as of termination; (ii) any non-recurring charges (including any non-recurring charges that were waived by us at the time the Services were ordered) that are due or that become due and that are unpaid as of termination; (iii) any unrecovered costs of installation including, without limitation, fiber build and similar costs; (iv) all costs incurred by us, including costs with a third party, for any service, equipment or access rights procured in order to install a Service and/or to serve you; and (v) all taxes, fees and assessments. You agree that the early termination charge and the ancillary costs described above are a fair estimate of the damages to us in connection with your early termination and is not a penalty. Early termination charges may be waived if you upgrade a service for a term at least as long as the remaining term on this Agreement.

911 SERVICES. If you are obtaining any Service that is not powered from within the CCI network, you acknowledge receipt of disclosure that there are possible limits on access to 911 Service, that you, and not CCI, must provide electrical power for any customer-premise equipment and for connections to the underlying CCI network, and that outages may affect 911 access, 711 access and access to other services for users. You also acknowledge that you may be required to affix stickers or labels related to 911 limits or to otherwise provide notice of such limitations to users. You also acknowledge that location-based 911 Service is available, if at all, only at the location where we physically install the related Service. You may be provided with additional disclosures. It is your sole responsibility to determine if a Service is compatible with any security, alarm or monitoring service and/or system you use. To the extent that you operate or use a private network or multiline telephone system, you are, to the fullest extent permitted by applicable law, solely responsible to maintain timely and correct specific location information in the 911 or other relevant emergency database of all your telephone units and associated numbers, so that the appropriate emergency agency will be contacted, and the responder will be able to determine the actual location from which an emergency call is made. You agree to notify all users and potential users of the limitations applicable to 911 calls made through the Service as described in this provision.

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MARKETING

Unless you opt-out by marking the box below, the following provision will apply to you: You agree that we may include your name and logo on our public customer list. You also agree to reasonably cooperate with us on co-marketing and public relations activities to demonstrate the launch and success of your program (e.g., press release, case study, testimonial, video). You grant us a limited, non-exclusive, worldwide license to use your name and logo for these purposes.

I am opting out of this provision

CCI REPRESENTATIVE	Waller County
By: Kirk Barajas	By:
Name: Kirk Barajas	Name: Carbett "Trey" J. Duhon, III
Title: Sales Manager	Title: County Judge
Signature Date: 3/21/2024	Signature Date: March 20, 2024
00033322	**CUSTOMER CONTACT INFORMATION:**
	Name: Greg Henry IT
	Address: 3410 FIRST ST, Pattison, TX, 77423
	Business Phone: 713-816-4353
	Email Address: ghenry@xpernet.com

Consolidated communications

GENERAL TERMS AND CONDITIONS

1. **SERVICES.** These General Terms and Conditions along with the Business Services Agreement and any Addenda attached hereto constitute the Agreement between the parties for the provision of Services requested by you hereunder. You may not vary this Agreement with use of a Customer-issued purchase order, it being understood that the terms of any such purchase order will be void and/or superseded by the terms of this Agreement in the event of any conflict. You acknowledge that we may elect to perform under this Agreement through one or more CCI affiliates or other entities and that the applicable CCI affiliate to this Agreement is located in the state in which the Service(s) are being provided as referenced at https://www.consolidated.com/affiliates.

2. **ACCESS.** You agree to provide or obtain for us reasonable access to the location(s) where Service will be installed and/or provided, and to cooperate with us during installation and other work related to the provision of Service. We will deliver Service to a demarcation point established in accordance with applicable law and/or regulation, or in lieu thereof, established by us at or near the Service location.

3. **PAYMENT.** You agree to pay for all Services on time and at the applicable rates and charges, plus all applicable taxes, fees and assessments, without any deduction or setoff. You agree to pay all amounts stated on the invoice by the due date, or if there is no date stated, within thirty (30) days of the date of our invoice to you (the **"Due Date"**). If you do not timely pay your bill, you will be responsible to pay late charges applied to the amount unpaid of one and one-half percent (1.5%) of such amounts from the Due Date until paid in full (or the greatest amount allowed by applicable laws, if less). If your check is returned unpaid, or your payment does not clear, you will be billed our then-applicable fee for such occurrence. If you do not pay all undisputed amounts by the Due Date, we may elect to suspend or to disconnect any Service(s) until your account is brought current, including interest and late charges. A reactivation fee will apply.

4. **BILL DISPUTES.** If you dispute any charges stated on an invoice, you are required to notify us in writing within thirty (30) days of the date of the disputed invoice. Regardless of the basis of the dispute and unless prohibited by applicable law, if you fail to provide to us a written dispute notice as set forth above within thirty (30) days after the date of the affected invoice in which the disputed charge initially appears, you waive the right to dispute the charge and the invoice will become final and not subject to dispute for any purpose. Your dispute notice must identify the specific charge(s) that you dispute and provide a reasonable explanation of the basis for the dispute. Notification of disputed charges will not excuse payment of the remainder of the invoice, and you agree to pay all other invoiced charges not disputed in accordance with this section by the Due Date. Upon our resolution of a dispute you will either be credited for disputed amounts resolved in your favor or must pay the disputed amounts found to be due.

5. **USE OF SERVICES.** You are responsible to pay for all use of Service, including others' use of your Service and/or use of your equipment. We encourage you to investigate and implement available security options such as call blocking to protect yourself from fraud. Services are provided to you for your own use and cannot be resold by you unless specifically agreed to in writing by us. Each party agrees to comply with all Federal, state and local laws, rules, regulations and ordinances applicable to the Services or their use. We reserve the right to suspend a Service if we determine that the use being made of that Service is or is likely to be in violation of applicable law or regulation. Our current Acceptable Use Policy (AUP) is available at https://www.consolidated.com/Support/Terms-Policies/Internet-Terms-Policies/Internet-Terms-Conditions-and-Acceptable-Use-Policy and is expressly incorporated into this Agreement. We may update our AUP or other online terms and conditions of use applicable to the Service at any time. A violation of any applicable law or our AUP by you or any users of your Service may result in an immediate suspension or termination of Service.

6. **EQUIPMENT, WIRING AND SOFTWARE.** We may provide you with equipment and/or inside wiring. Unless otherwise expressly provided in this Agreement, you obtain no property right or interest in any equipment or facilities provided by us, and all right, title and interest to such items will remain solely with us or our underlying provider, as appropriate. We may at any time substitute the equipment and facilities used to provide the Services. As to all CCI-provided equipment, unless purchased by you and paid in full, you will: (i) keep all the equipment free and clear of any levies, liens and security interests and will provide prompt notice of any attachment or other judicial process affecting any item of the equipment; (ii) safeguard the equipment from loss and damage; and (iii) maintain full responsibility for the equipment if any damage or injury occurs and pay for all repairs, or for the replacement of the equipment if it is irreparable, lost or stolen. You are responsible for all wiring maintenance on your side of the demarcation point. Additional charges based on time and materials may apply if an optical handoff is required for Ethernet delivery. You may not move any CCI equipment without our written consent and, unless purchased by you and paid in full, you must return all CCI-provided equipment to us when the associated Service is terminated, in the same condition as when installed, reasonable wear and tear excepted, and consistent with any requirement of law. If we provide you with any software, you are only permitted to use the software in object code form on the hardware on which it is installed for the sole purpose of enabling use of the Services, and you agree not to: (i) disclose or make available to third parties any portion of the software without our advance written permission; (ii) further copy or duplicate the software; (iii) reverse engineer, decompile or disassemble such software; (iv) make derivative works from such software; (v) modify such software; or (vi) use the software in a credit bureau capacity. Additionally, to the extent any such software is third-party software, the third-party software may be governed by separate license provisions found or identified in documentation or on other media delivered with the third-party software or otherwise provided to you, all of which are incorporated herein by reference.

7. **NETWORK ADDRESSES.** Any and all network addresses provided to you will at all times remain our property and are non-transferable. We grant you a license to use such network addresses during the term but only for the purposes and as contemplated by this Agreement. You will have no right to such network addresses upon expiration or termination of the applicable

Services. You also agree that your license to use such network addresses during the term is revocable and is for non-portable network address space. Network addresses may be re-numbered as and when we deem necessary. All customers applying for IP address space from CCI must complete an IP address form provided by us, the terms of which will be deemed incorporated herein. Unless otherwise expressly provided in this Agreement, all fees associated with domain name registration and periodic maintenance of domain names are your responsibility. The registrar (or CCI on registrar's behalf) will bill such fees directly to you.

8. **CUSTOMER-PROVIDED EQUIPMENT.** You will provide, at your sole cost and expense, any and all additional electronic equipment and other facilities necessary for your use of the Services other than those provided by us. Unless otherwise agreed in writing, we will have no obligations with respect to the provision, installation or maintenance of any customer-provided equipment. You will pay the cost of interfacing to our demarcation point. You are fully responsible for ensuring that all customer-provided equipment is properly interfaced with the Services and emits signals that: (i) are of the proper mode, bandwidth, power, data speed and signal level for your intended use; (ii) are fully compliant with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission (FCC); and (iii) do not damage, harm, degrade or interfere with proper operation of the Services or our equipment and facilities. We assume no responsibility for the quality of the signal generated by any customer-provided equipment and will only be required to use commercially reasonable efforts to deliver the signal to the receiving location in the same format and condition as generated by such equipment. If you fail to maintain and operate your equipment properly, with resulting or imminent interference, degradation or harm to or with the proper operation of our services, equipment or facilities, or with injury or imminent injury to our personnel, we may immediately suspend the Services without liability or require the use of protective interface equipment at your expense.

9. **MAINTENANCE AND SERVICE ISSUES.** The information located at https://www.consolidated.com/Trouble_Reporting is made available to you for reporting service problems, making requests for repair status, escalating individual circuit problems and scheduling maintenance. We also reserve the right to perform network upgrades, maintenance, updates and modifications at such times as are determined by us as required to maintain the Service performance, and any maintenance notices to you will be provided in accordance with the applicable Addendum and prevailing CCI state practices. We will use commercially reasonable efforts to perform all scheduled maintenance in a manner that minimizes any system interruption and will typically endeavor to perform scheduled maintenance between 12:00 a.m. and 6:00 a.m. local time. Each party will maintain communication with the other party throughout the status of any customer-specific trouble resolution. Your sole remedy for failure of the Services to meet any applicable performance specifications and for any Service interruptions as described in any Addendum will be for us to grant you the credits described in the applicable Addendum, if any. To be eligible for a credit, you must be under term as to the affected Service (must not be month-to-month), must be in good financial standing with CCI and must open a trouble ticket with us for the Service issue. To receive a credit, you must request the credit in writing within thirty (30) days after the end of the month in which the credit-generating event occurred or you will waive your right to any credit or other remedy for such event. Credit requests must include your name, contact information, billing account number, circuit ID (if applicable), the date of the outage, trouble ticket number(s) and any other information requested by us. All credit requests are subject to our review and approval, and credits will only be applied in the billing cycle following our approval. Credits are not cumulative (only the highest applicable credit will apply to any one credit-generating event) and will not exceed 50% of the MRC for the affected Service(s) in the aggregate unless otherwise provided in an applicable Addendum. If there are no Addenda or the applicable Addendum does not specifically provide for credits, credits will only apply in our sole discretion. Services provided pursuant to filed state or federal tariff are subject to terms and conditions contained in such tariff and not any Addendum. In no event will you be entitled to credits or other remedies for Service issues caused by you or resulting from Force Majeure Events (described below) or our planned maintenance.

10. **LIMITATION OF WARRANTIES.** We will perform all installation and other work at the location where Services are provided in a competent manner, and any damage to such location will be promptly repaired or corrected. Additionally, in the event you are permitted to purchase any equipment or third-party software licenses as set forth in this Agreement, we will use commercially reasonable efforts to pass through (or to cause its applicable vendor to pass through) the manufacturer's end-user warranty for the purchased equipment or software licenses. OTHERWISE, ALL SERVICES, EQUIPMENT, FACILITIES AND SOFTWARE ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND WE SPECIFICALLY DISCLAIM ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT UNINTERRUPTED AND/OR ERROR-FREE OPERATION OF ANY FACILITY, EQUIPMENT OR SERVICE UNLESS THAT IS UNAMBIGUOUSLY DESCRIBED AS SUCH IN THIS AGREEMENT. WE DO NOT WARRANT OR GUARANTEE SPECIFIC INTERNET UPLOAD OR DOWNLOAD SPEEDS OR DATA QUALITY. WE COMPLY WITH APPLICABLE RELATED RULES, BUT SPEEDS ARE SUBJECT TO FACTORS OUTSIDE OF OUR CONTROL. ADVICE OR INFORMATION GIVEN BY CCI OR ITS CUSTOMER SUPPORT OR OTHER REPRESENTATIVES WILL NOT CREATE A WARRANTY OF ANY NATURE OR TYPE WHATSOEVER.

11. **REMEDIES; LIMITS ON LIABILITY.**

11.1 Your remedies for any failure, interruption, degradation, outage, non-delivery or non-performance of any Services, including related equipment and facilities, and any loss of data, or for any breach by us of this Agreement, are limited to (i) the applicable service credits or other remedies provided for under an applicable Addendum or (ii) if no Addendum is applicable, one or more of the following as elected by us: (a) repair of the Service, facilities, equipment or wiring; (b) re-performance of work, where that can be done; (c) cancellation or termination of any Service not remedied by repair or re-

performance, with no cancellation or early termination charge; and/or (d) an adjustment or credit to your bill.

11.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMBINED LIABILITY OF CCI AND ANY CCI AFFILIATE TO YOU WILL BE LIMITED TO THE APPLICABLE REMEDY IDENTIFIED ABOVE AND WILL IN NO EVENT EXCEED PROVEN DIRECT DAMAGES, NOT TO EXCEED THE TOTAL YOU HAVE PAID FOR ALL SERVICES FOR THE 12-MONTH PERIOD PRIOR TO THE TRIGGERING EVENT. HOWEVER, THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY DIRECTLY CAUSED BY OUR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR CCI OR ANY CCI AFFILIATE WILL BE RESPONSIBLE FOR ANY PUNITIVE, ENHANCED COMPENSATORY, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOSS OF BUSINESS, REVENUE OR PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND WITHOUT REGARD TO THE THEORY OF RECOVERY. To the maximum extent permitted by applicable law and except as otherwise expressly provided in this Agreement, neither CCI, any CCI affiliates nor any person or entity utilized by us to provide the Services, will be liable for any of the following: (i) any information or content that CCI or an affiliate transports or provides, and any and all claims related to such information or content; (ii) any unauthorized access to or use of your Services or equipment, or of any equipment or facilities related to such Services; (iii) any access, alteration, theft, damage, destruction or loss of any of your records, data or other information; (iv) any claims for damage for which you are responsible, whether in whole or in part, whether through action or inaction, and regardless of degree; and (v) claims against you by any person or entity not a party to this Agreement. Some jurisdictions may not permit the exclusion of certain warranties and/or damages as set forth above. In these jurisdictions, the foregoing will serve to limit CCI's liability to the maximum extent permitted by applicable laws.

11.3 No cause of action, regardless of form, arising out of this Agreement, may be brought by either party more than one (1) year after the cause of action has arisen or, in the case of non-payment, more than one (1) year from the date the last payment was due.

12. BREACH AND TERMINATION. You will be in breach of this Agreement: (i) if you fail to timely pay any undisputed amount due to us under this Agreement within ten (10) days of the date that it is due; (ii) immediately if you fail to comply with section 5 of these General Terms and Conditions; (iii) if you fail to perform any other obligation under this Agreement, and such failure continues for more than 10 days after written notice from us; (iv) if you cancel or repudiate this Agreement or any Service commitment; or (v) if you are subject to voluntary or involuntary bankruptcy proceedings, make an assignment for the benefit of creditors, cease to operate as a going business, or become insolvent or seek protection from creditors. Upon the occurrence of a breach not cured within CCI's 30-day written notice, we may elect to suspend or terminate any Services and/or this Agreement on written notice to you. If we take action to collect amounts due, or to address any other breach, we will be entitled to reasonable attorneys' fees and costs. You can terminate this Agreement and/or a Service at any time on written notice to us, subject to payment of all applicable cancellation or early termination charges set forth in the Service Order. We will only be in breach of this Agreement if we fail to perform an obligation under this Agreement and such failure continues for more than 30 days after written notice from you. Upon the occurrence of our breach, you may elect to terminate any Services and/or this Agreement on written notice to us.

13. FORCE MAJEURE. We are not responsible for performance if we are delayed or hindered by any action, inaction or event that is outside of our reasonable control (a Force Majeure Event). This includes but is not limited to fire, flood, severe weather, any other Acts of God, acts of government, civil unrest, terrorist or similar acts, any strike or labor stoppage, embargo, war, cable cuts, power outages or failures, action or inaction by any third party, or any unavailability of necessary facilities, software, hardware or equipment. Notwithstanding anything herein to the contrary, if the Force Majeure delay continues for 30 days or more, either party may terminate the affected Services upon written notice to the other party, without penalty or liability for early termination.

14. INDEMNIFICATION. You hereby agree to indemnify, defend and hold CCI and any CCI affiliate harmless from and against any damages, costs, liabilities and attorneys' fees (and costs) we may incur from any claim arising from: (i) your use of the Service, or the use of your Service by others, including without limitation, violation of the copyrights, trademarks or other intellectual property rights of others, your combination of any Service with other products or services not provided by us, or any modification of the Service; (ii) your breach of the terms and conditions contained herein or any other terms and conditions of use applicable to the Service; or (iii) your negligence or willful misconduct. In such event, you agree to defend and control any such litigation, including the payment of any settlement thereof. You agree not to acquiesce to any judgment or enter into any settlement that adversely affects our rights or interests without our prior written consent, such consent to be exercised in our sole discretion. We hereby agree to give you prompt notice of all claims and to cooperate in defending against the claim. You may not settle any claim under this section which includes an admission of criminal liability or the payment of a settlement amount without our prior written consent, such consent to be exercised in our sole discretion.

15. ASSIGNMENT AND TRANSFER. You may not assign or transfer this Agreement, any Service or any of your rights or obligations under this Agreement without our prior written consent Notwithstanding this provision, you may assign or transfer this Agreement and all Services to an entity that is successor to all or substantially all of your assets or capital stock on written notice to us if the successor entity agrees in writing to perform all terms and conditions applicable to the Services and is reasonably capable of doing so. We may assign this Agreement in whole or in part at any time subject to the requirements of applicable law. New customers are subject to credit review. An assignment or transfer in violation of this section will be void. This Agreement is binding upon execution, and will inure to the benefit of each of the parties and their respective successors and permitted assigns.

16. NOTICES. CCI may provide notice of change of address via email or regular mail to the contact person set forth on the signature page of this agreement, or to any subsequent contact person identified by you. All other legal notices to you will be sent to the contact person and address set forth on the first page of this Agreement. All other legal notices must be in writing and will be mailed by certified or registered mail, postage prepaid, return receipt requested and will be deemed given on the third (3rd) business day after the date of posting in a United States Post Office or one day after delivery to a nationally recognized overnight courier. All legal notices to us must be sent to: Consolidated Communications, Attn: Legal Department, 350 South Loop 336 West, Conroe, Texas 77304. Except as otherwise agreed upon by you and CCI, you can change your notice address on written notice to CCI in accordance with this section.

17. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL AND CERTAIN CLAIMS. This Agreement, its formation, construction and interpretation will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. For the purpose of resolving any dispute regarding this Agreement, its formation, construction and interpretation, to the fullest extent allowed by law, the parties agree to submit to jurisdiction and to bring such action in a U.S. District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction, where the original party defendant is domiciled. THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL AND ANY RIGHT TO PURSUE ANY CLAIM RELATED TO THIS AGREEMENT ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY, TO THE EXTENT PERMITTED BY LAW.

18. MISCELLANEOUS. The person signing this Agreement for you represents and warrants that he/she is authorized to execute this Agreement. For certain Service changes, a person authorized on your account may request the change via an email to your account representative or a CCI customer service representative. Otherwise the terms and conditions of this Agreement can only be amended by a writing signed by both parties. The failure of either party to insist on strict performance of any provision of this Agreement is not a general waiver of that provision or of any future performance. If any part of this Agreement is found to be invalid or unenforceable, the rest of the Agreement remains enforceable. This Agreement constitutes the entire agreement of the parties. Each party hereto is an independent contractor under this Agreement, and no license, joint venture or partnership, express or implied, is granted, created or intended. Neither party has the authority to bind the other party, or act for the other party, in any manner or capacity. In the event of any inconsistency between these General Terms and Conditions and the terms or conditions contained in the Business Services Agreement or any Addendum, the terms of the Business Services Agreement or applicable Addendum will govern and control with respect to the applicable Service.

19. CONSENT TO SHARE INFORMATION. You give us your consent to: (i) share information with our affiliates and others where sharing can assist in initiating, providing, billing and collecting for Services, establishing and managing billing records, responding to Service issues and resolving payment questions; and (ii) provide information on other CCI services.

ATTACHMENT 1
Insert any applicable Service Addenda
(there may be none)

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WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Variance Request – Shawn Culhane

Date: March 20, 2024

Background

Shawn Culhane is requesting a variance request to the Waller County Subdivision and Development Regulations regarding platting procedure 3.4.8 Flag lot staff length which is 1,250' more than 500'allowed by regs.

Staff Recommendation

Approve

DocuSign Envelope ID 9B4D3A0F-78BF-4870-A607-6926C5E425B4

Waller County Road & Bridge Department
775 Bus 290 E – Hempstead TX 77445
979-826-7670 www.co.waller.tx.us

$100.00 Fee

SINGLE FAMILY VARIANCE REQUEST APPLICATION

This form is used to request a variance to Waller County Standards. No variance will be granted unless the general purpose and intent of the Standards is maintained. Any variance granted will only be applicable to the specific site and conditions for which the variance was granted, and will not modify or change any standards as they apply to other sites or conditions.

The applicant must clearly demonstrate that the variance request meets minimum acceptable engineering and safety standards. The applicant must also clearly demonstrate that the variance is not detrimental to the health, safety, and welfare of the public.

Instructions: Complete all fields below. Additional sheets may be attached, however, a summary of your responses must be included in the spaces provided below. Simply stating "see attached" is considered insufficient information.

PROPERTY OWNER INFORMATION	APPLICANT INFORMATION
Name: Brookshire 65 LLC (owned by Wild Springs Investments)	Name: Wild Springs Invesmtents LLC
Mailing Address: 13215 Bee Cave Pkwy, A210	Mailing Address: 13215 Bee Cave Pkwy, A210
City, State, Zip: Bee Cave, TX 78738	City, State, Zip: Bee Cave, TX 78738
Email: jemmons@wildspringsinvestments.com	Email: jemmons@wildspringsinvestments.com
Phone: 210-960-8867	Phone: 210-960-8867

Location of Parent Tract (Picture of posted 9-1-1 numbers required before variance will be granted)

Property ID: 45726 (No physical address yet as it is currently vacant land)

Address of Property	Property ID #	Acreage
	45726	65

PLEASE PROVIDE THE FOLLOWING:

☐ Sketch, drawing, boundary survey or WCAD map noting proposed development
☐ Copy of Recorded Deed

VARIANCE REQUEST OVERVIEW & JUSTIFICATION

Note the specific regulation(s) to which this variance is being requested. Describe why the County's minimum requirements can't be met and what the proposed deviation will achieve. (Attached additional sheets if more room is needed)

See attached page with detailed explanation and variance being requested

OWNER/APPLICANT CERITIFICATION & ACKNOWLEDGEMENT

The owner and applicant declare under the penalty of perjury, and any other applicable state or federal law, that all information provided on this form and submitted attachments are true, factual, and accurate. The owner and applicant also hereby acknowledge any false misleading information contained herein is grounds for variance denial and/or permit revocation.

Shawn Culhane (CEO of Wild Springs Investments)	DocuSigned by: Shawn Culhane	2/29/2024
Printed Owner/Applicant Name	Signature Owner/Applicant	Date

OFFICE USE ONLY

	NOTES
☑ Approved ☐ Denied	
Waller County Commissioner Prct 1 2 3 4 Date	
March 20, 2024	
Waller County Judge Date	

OFFICE USE ONLY Payment: Cash _____ Check $300.00 = 1150 CC _____ ID = _____

Variance Requested and explanation:

We are requesting a variance to the flag pole length regulation in the Waller County Subdivision regulations.

Our plan with this land is to subdivide it into 6 - 10+ Acre lots, and we plan to build homes on them, and sell them as completed land/home packages. In the event that a variance is not granted, our only option to subdivide this tract is into very thin lots that are extremely deep, which is not an ideal layout for the new owners to be able to truly utilize this wooded landscape. These lots would only be roughly 227 feet in width and over 2000 feet deep.

Our preference would be to create flag lots (see layout provided), so that the new property owners who purchase these lots have a much more useful piece of land for them and their families. This is a rural subdivision, and thus will attract people who typically will utilize this land agriculturally, running cattle, horses, farming, etc.. The additional width that the flag lots provides will make the properties much more usable for this kind of lot and provide better flexibility for the new owners.

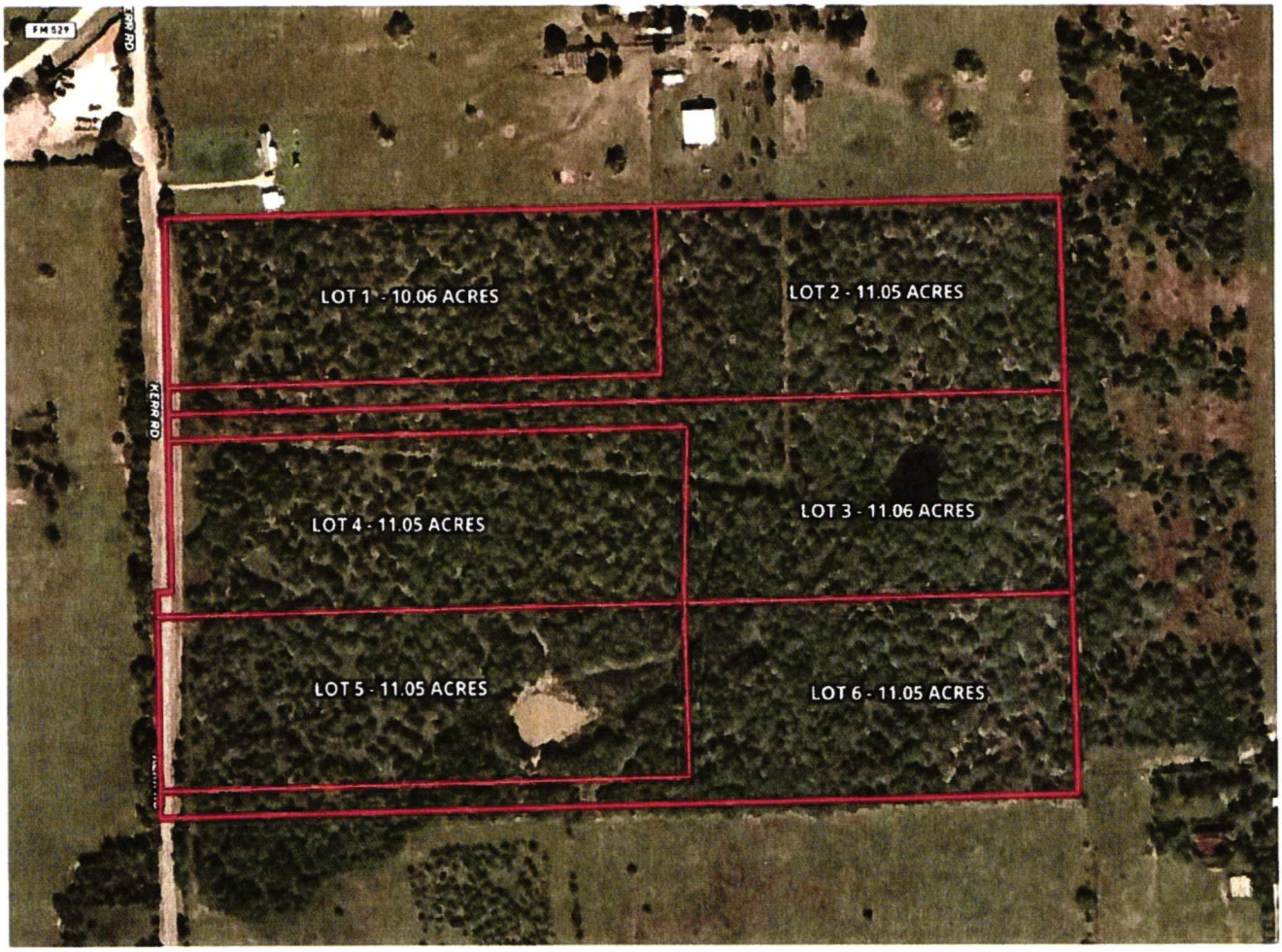
We will ensure that each lot will have the required 60ft minimum width per the subdivision guidelines, and will also meet the set back requirement at the frontage as outlined by your engineering department, which is 60ft setback from the center line of Kerr Rd.

As stated, we plan to fully finish these lots, build out the driveways per county regulations, obtain 911 addresses and build a finished home on each. We believe this variance will be in the best interest of both Waller County and prospective new homeowners living there.

Thank you,

Lot Layout Exhibit:

All lots will have the required 60ft minimum width, and they will also have the required 60ft set back from the centerline of Kerr Rd.



WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: General Land Plan of Lakes of Cane Island

Date: March 20, 2024

Background
Plat Name: Lakes of Cane Island General Plan

Applicant: EHRA Engineering

Owner: PHHOU – Cane Island 178, LLC

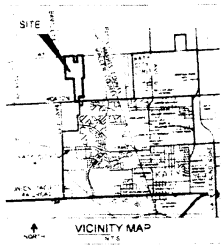
Location: A General Plan of 178.71 acres out of the H. & T. C. R.R. Company Survey, Section No. 127, A-205, Waller County, Texas.

Description: Lakes of Cane Island is a proposed single-family community consisting of approximately 178.71 acres, located north of Morton Road, south of Clay Road, and approximately half a mile west of Pitts Road. Sunterra and Lake House are directly north of the Project, and Cane Island is southeast of the Project. The proposed plan is intended to align elements of the County's requirements and goals with the goals and objectives of a contemporary master-planned development. The developer desires to construct a community consisting of recreational amenities and open space, with a range of housing types and price points. A General Plan for this Project was approved on September 20, 2023, under the name of Morton 180. The overall circulation for the Lakes of Cane Island General Plan is the same as the Morton 180 General Plan, but the local street pattern internal to the sections is different. Additionally, this General Plan has fewer lots and includes larger lot sizes. This General Plan still complies with the Morton 180 Development Agreement and requires no new variances.

The following are the subdivision variances that were previously approved by the Waller County Commissioners Court:

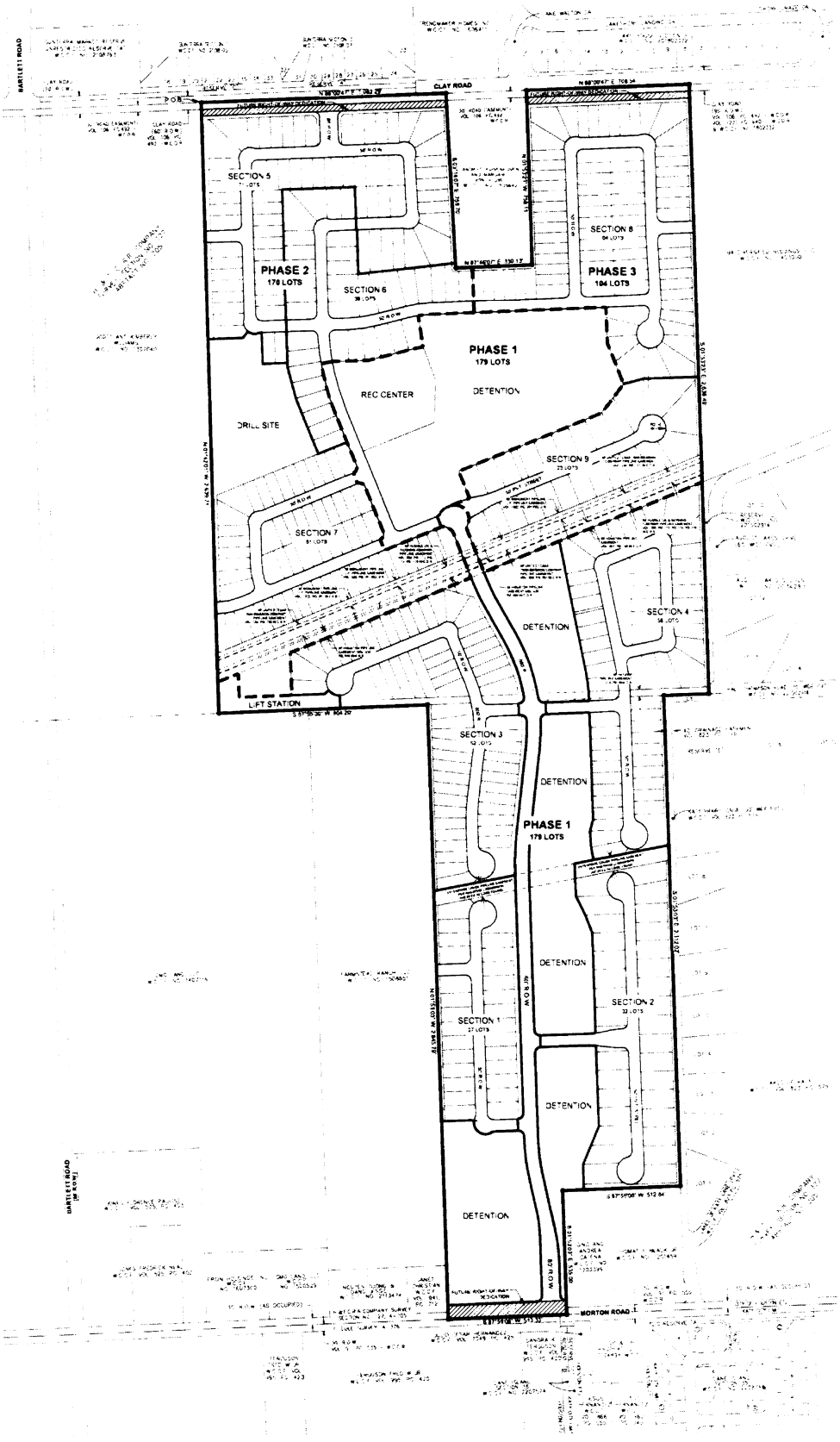
- Minimum lot width of 40' and a minimum lot area of 5,000 square feet
- Minimum right-of-way width for local streets of 50'
- Minimum right-of-way width for collector streets of 60'
- Minimum centerline radius for local streets of 300'
- Minimum centerline radius for collector streets of 650'
- Minimum 60' right-of-way radius and 50' paving radius for cul-de-sacs

Staff Recommendation
Approve



GENERAL NOTES

LINE TABLE



45' x 130' Typ.: 204 Lots
50' x 130' Typ.: 93 Lots
55' x 130' Typ.: 36 Lots
60' x 130' Typ.: 65 Lots
80' x 140' Typ.: 55 Lots

Phase 1 Lots: 179
Phase 2 Lots: 170
Phase 3 Lots: 104

Total Lots: 453

Lakes of Cane Island General Plan
A General Plan of 178.71 acres out of the H. & T. C. R.R. Company Survey
Section No. 127, A-205, Waller County, Texas.
Owner: PHHOU - Cane Island 178, LLC

March, 2024

EHRA
ENGINEERING THE FUTURE SINCE 1994
13013 MEADOWGLEN LANE
HOUSTON, TEXAS 77082
713.784.4500
WWW.EHRA.TEAM
TBPE No. F-726
TBPLS No. 10092300

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Variance Request – Mirabella Development – Brad Sweitzer

Date: March 20, 2024

Background

Five variance requests to the Waller County Subdivision and Development Regulations for Mirabella Development by Brad Sweitzer in Precinct 3.

Staff Recommendation

Approve

Waller County Road & Bridge Department

775 Bus 290 E – Hempstead TX 77445
979-826-7670 www.co.waller.tx.us

$1,000.00 Fee

NON-SINGLE FAMILY VARIANCE REQUEST APPLICATION

This form is used to request a variance to Waller County Standards. No variance will be granted unless the general purpose and intent of the Standards is maintained. Any variance granted will only be applicable to the specific site and conditions for which the variance was granted, and will not modify or change any standards as they apply to other sites or conditions.

The applicant must clearly demonstrate that the variance request meets minimum acceptable engineering and safety standards. The applicant must also clearly demonstrate that the variance is not detrimental to the health, safety, and welfare of the public.

Instructions: Complete all fields below. Additional sheets may be attached, however, a summary of your responses must be included in the spaces provided below. Simply stating "see attached" is considered insufficient information.

PROPERTY OWNER INFORMATION	APPLICANT INFORMATION
Name: Gamal 318 Acres, LLC	Name: Brad Sweitzer
Mailing Address: 5718 Westheimer Road, Suite 1440	Mailing Address: 10011 Meadowglen Lane
City, State, Zip: Houston, TX 77057	City, State, Zip: Houston, TX 77042
Email: jeff.inabnit@centurycommunities.com	Email: bsweitzer@ehra.team
Phone: 832-290-7646	Phone: 713-337-7493

Location of Parent Tract (Picture of posted 9-1-1 numbers required before variance will be granted)

Address of Property	Property ID #	Acreage
South of Morrison Road, north of FM 529, and west of Peregrine Estates, east of FM 362	263799, 263800	318.15

PLEASE PROVIDE THE FOLLOWING:

- [x] Sketch, drawing, boundary survey or WCAD map noting proposed development
- [ ] Copy of Recorded Deed

VARIANCE REQUEST OVERVIEW & JUSTIFICATION

Note the specific regulation(s) to which this variance is being requested. Describe why the County's minimum requirements can't be met and what the proposed deviation will achieve. (Attached additional sheets if more room is needed.)

We are requesting a variance to reduce the minimum centerline radius from 650' to 300'. Reducing the minimum centerline radius to 300' allows the streets to be more curvilinear, which will compel drivers to slow down, creating a safer environment. It is also congruent with other developments of this type.

OWNER/APPLICANT CERITIFICATION & ACKNOWLEDGEMENT

The owner and applicant declare under the penalty of perjury, and any other applicable state or federal law, that all information provided on this form and submitted attachments are true, factual, and accurate. The owner and applicant also hereby acknowledge any false misleading information contained herein is grounds for variance denial and/or permit revocation.

Printed Owner/Applicant Name	Signature Owner/Applicant	Date
Brad Sweitzer	Brad Sweitzer	3/06/24

OFFICE USE ONLY

- [x] Approved
- [ ] Denied

NOTES

Waller County Commissioner Pct 1 2 3 4 Date

March 20, 2024

Waller County Judge Date

OFFICE USE ONLY Payment: Cash _____ Check _____ # _____ CC _____ ID # _____

EHRA
ENGINEERING THE FUTURE
SINCE 1906

TBPE No. F-726
TBPLS No. 10092300

March 6, 2024

Mr. J. Ross McCall, P.E.
County Engineer, Waller County
775 Business 290 East
Hempstead, Texas 77445

Re: **Mirabella Variance Request** – Minimum Centerline Radius

Mr. McCall,

On behalf of Century Communities, we respectfully submit a variance request for the minimum centerline radius for your review and consideration by the Waller County Commissioners Court at its next meeting.

Introduction

Mirabella is a proposed master planned community consisting of approximately 318 acres located north of F.M. 529, approximately 3,500' east of F.M. 362. Mirabella is located fully within Waller County, in Precinct 3.

The proposed plan will yield approximately 1,200 new homes and the construction of approximately 7.5 miles of local street.

The developer desires to construct quality residential development that features outdoor amenities and open space. The housing types, prices, and the lot selection will also meet market needs, thereby creating a robust community.

We are beginning the process to establish development standards for the entirety of the Mirabella through the creation of a "Development Agreement" with the County. We hope to have the agreement approved before the first plat is recorded at the County Clerk's office, but to afford the developer the ability to start planning and engineering as soon as possible, we request your consideration and action on the below variance. Furthermore, we request that this variance apply to any and all plats within the boundary of this project.

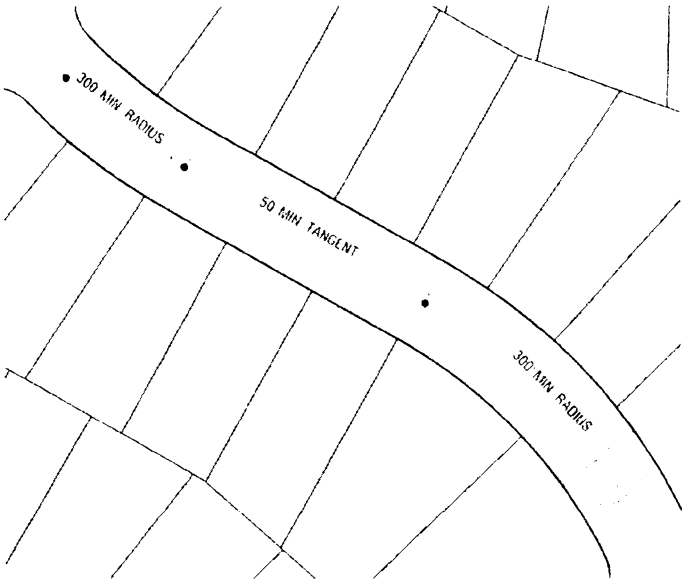
Variance Request

App. A.4.3.5: 650' minimum centerline radius.

We are requesting a variance to reduce the minimum centerline radius from 650' to 300'. This shall not apply to "L type" intersections, which shall have a minimum centerline radius of 50'. Reverse curves shall also be separated by a tangent distance of not less than 50'. This variance meets the purpose of the minimum centerline radius because it enhances the safety of the neighborhood. A 650' minimum

centerline radius forces streets to be straighter, which allows cars to drive at higher speeds. Reducing the minimum centerline radius to 300' allows the streets to be more curvilinear. Because of the changes in direction, streets with more curves compel drivers to slow down. Reduced driving speeds, as a result, create a safer environment for both drivers and pedestrians within the neighborhood. A minimum 300' centerline radius is also congruent with other developments of this type. Many successful master planned communities utilize smaller centerline radii to create street patterns that facilitate a wide range of housing types, recreational amenities, and open spaces. Emulating current thriving master planned communities will ensure that the Mirabella is also successful, which will in turn be of great benefit to Waller County.

Diagram: Minimum Centerline Radius and Tangent
300' Minimum Centerline Radius
50' Minimum Centerline Tangent Distance between Curves
50' Right of Way
28' Back of Curb to Back of Curb



We appreciate your consideration in this matter and hope that the above information is sufficient to gain your support in the approval this variance. If I can be of any assistance to you prior to the meeting, please contact me.

Sincerely,

Brad Sweitzer

Brad Sweitzer, AICP, PLA
Associate I Senior Planning Project Manager

Waller County Road & Bridge Department

775 Bus 290 E – Hempstead TX 77445
979-826-7670 www.co.waller.tx.us

$1,000.00 Fee

NON-SINGLE FAMILY VARIANCE REQUEST APPLICATION

This form is used to request a variance to Waller County Standards. No variance will be granted unless the general purpose and intent of the Standards is maintained. Any variance granted will only be applicable to the specific site and conditions for which the variance was granted, and will not modify or change any standards as they apply to other sites or conditions.

The applicant must clearly demonstrate that the variance request meets minimum acceptable engineering and safety standards. The applicant must also clearly demonstrate that the variance is not detrimental to the health, safety, and welfare of the public.

Instructions: Complete all fields below. Additional sheets may be attached, however, a summary of your responses must be included in the spaces provided below. Simply stating "see attached" is considered insufficient information.

PROPERTY OWNER INFORMATION	APPLICANT INFORMATION
Name: Gamal 318 Acres, LLC	Name: Brad Sweitzer
Mailing Address: 5718 Westheimer Road, Suite 1440	Mailing Address: 10011 Meadowglen Lane
City, State, Zip: Houston, TX 77057	City, State, Zip: Houston, TX 77042
Email: jeff.inabnit@centurycommunities.com	Email: bsweitzer@ehra.team
Phone: 832-290-7646	Phone: 713-337-7493

Location of Parent Tract (Picture of posted 9-1-1 numbers required before variance will be granted)

Address of Property	Property ID #	Acreage
South of Morrison Road, north of FM 529, and west of Peregrine Estates, east of FM 362	263799, 263800	318.15

PLEASE PROVIDE THE FOLLOWING:

- [x] Sketch, drawing, boundary survey or WCAD map noting proposed development
- [ ] Copy of Recorded Deed

VARIANCE REQUEST OVERVIEW & JUSTIFICATION

Note the specific regulation(s) to which this variance is being requested. Describe why the County's minimum requirements can't be met and what the proposed deviation will achieve. (Attached additional sheets if more room is needed.)

We are requesting a variance to reduce the minimum collector street centerline radius from 1,200' to 650'. Reducing the minimum centerline radius to 650' allows the streets to be curvilinear, which will compel drivers to slow down, creating a safer environment. It is also congruent with other developments of this type.

OWNER/APPLICANT CERITIFICATION & ACKNOWLEDGEMENT

The owner and applicant declare under the penalty of perjury, and any other applicable state or federal law, that all information provided on this form and submitted attachments are true, factual, and accurate. The owner and applicant also hereby acknowledge any false misleading information contained herein is grounds for variance denial and/or permit revocation.

Printed Owner/Applicant Name	Signature Owner/Applicant	Date
Brad Sweitzer	Brad Sweitzer	3/06/24

OFFICE USE ONLY

- [x] Approved
- [ ] Denied

NOTES

Waller County Commissioner Prct 1 2 3 4 Date

March 20, 2024

Waller County Judge Date

OFFICE USE ONLY Payment: Cash _____ Check _____ # _____ CC 1,000 ID # 00292743818

EHRA
ENGINEERING THE FUTURE
SINCE 1956

TBPE No. F-726
TBPLS No. 10092300

March 6, 2024

Mr. J. Ross McCall, P.E.
County Engineer, Waller County
775 Business 290 East
Hempstead, Texas 77445

Re: **Mirabella Variance Request** – Minimum Collector Street Centerline Radius

Mr. McCall,

On behalf of Century Communities, we respectfully submit a variance request for the minimum collector street centerline radius for your review and consideration by the Waller County Commissioners Court at its next meeting.

Introduction

The Mirabella is a proposed master planned community consisting of approximately 318 acres located north of F.M. 529, approximately 3,500' east of F.M. 362. Mirabella is located fully within Waller County, in Precinct 3.

The proposed plan will yield approximately 1,200 new homes and the construction of approximately 7.5 miles of local street.

The developer desires to construct quality residential development that features outdoor amenities and open space. The housing types, prices, and the lot selection will also meet market needs, thereby creating a robust community.

We are beginning the process to establish development standards for the entirety of Mirabella through the creation of a "Development Agreement" with the County. We hope to have the agreement approved before the first plat is recorded at the County Clerk's office, but to afford the developer the ability to start planning and engineering as soon as possible, we request your consideration and action on the below variance. Furthermore, we request that this variance apply to any and all plats within the boundary of this project.

Variance Request

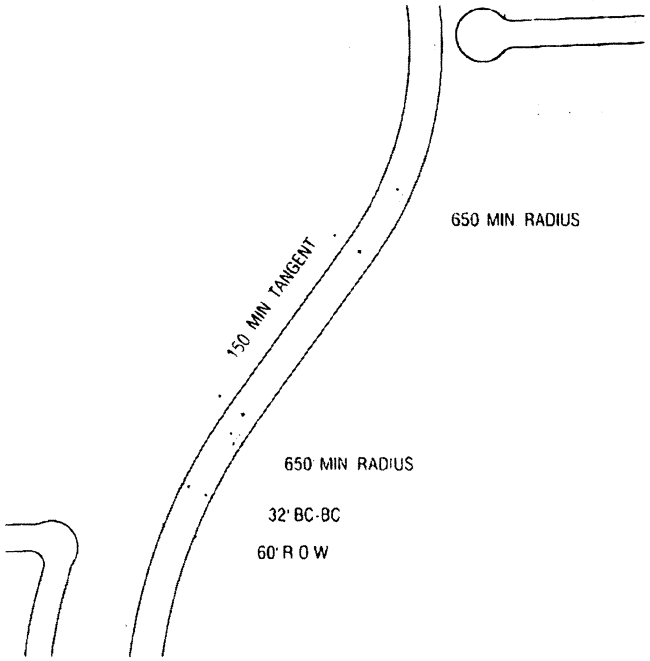
App. A.4.2.5: 1,200' minimum centerline radius.

We are requesting a variance to reduce the minimum collector street centerline radius from 1,200' to 650'. Reverse curves shall also be separated by a tangent distance of not less than 150'. This variance meets the purpose of the minimum centerline radius because it maintains the flow of traffic while also

enhancing the safety of the community. A 1,200' minimum centerline radius forces streets to be straighter, which allows cars to drive at higher speeds. Reducing the minimum centerline radius to 650' allows the streets to be more curvilinear. Because of the changes in direction, streets with more curves compel drivers to slow down. Reduced driving speeds, as a result, create a safer environment for both drivers and pedestrians within the neighborhood. Reduced driving speeds will be enforced by designing to a 35 MPH speed limit, instead of the typically required 45 MPH design speed. The collector street in question terminates in the center of the project which further serves to slow down traffic and improve safety. This demonstrates the desire for this road not to be considered like a typical collector street.

A minimum 650' centerline radius is also appropriate for this development because this collector street serves a different purpose than a typical collector street. This collector street does not connect two major thoroughfares, but instead it functions as the community entry road and distributes traffic to the different neighborhood sections. It is suitable for this neighborhood collector street to have smaller centerline radii to create a pleasant, winding entryway for residents and their guests. This is also congruent with other developments of this type. Many successful master planned communities utilize smaller centerline radii to create curvy neighborhood collector roads that serve as spine streets. Emulating current thriving master planned communities will ensure that Mirabella is also successful, which will in turn be of great benefit to Waller County.

Diagram: Minimum Centerline Radius and Tangent
650' Minimum Centerline Radius
150' Minimum Centerline Tangent Distance between Curves
60' Right of Way
32' Back of Curb to Back of Curb



We appreciate your consideration in this matter and hope that the above information is sufficient to gain your support in the approval of this variance. If I can be of any assistance to you prior to the meeting, please contact me.

Sincerely,

Brad Sweitzer

Brad Sweitzer, AICP, PLA
Associate I Senior Planning Project Manager

Waller County Road & Bridge Department
775 Bus 290 E – Hempstead TX 77445
979-826-7670 www.co.waller.tx.us

$1,000.00 Fee

NON-SINGLE FAMILY VARIANCE REQUEST APPLICATION

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The applicant must clearly demonstrate that the variance request meets minimum acceptable engineering and safety standards. The applicant must also clearly demonstrate that the variance is not detrimental to the health, safety, and welfare of the public.

Instructions: Complete all fields below. Additional sheets may be attached, however, a summary of your responses must be included in the spaces provided below. Simply stating "see attached" is considered insufficient information.

PROPERTY OWNER INFORMATION	APPLICANT INFORMATION
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Email: jeff.inabnit@centurycommunities.com	Email: bsweitzer@ehra.team
Phone: 832-290-7646	Phone: 713-337-7493

Location of Parent Tract (Picture of posted 9-1-1 numbers required before variance will be granted)

Address of Property	Property ID #	Acreage
South of Morrison Road, north of FM 529, and west of Peregrine Estates, east of FM 362	263799, 263800	318.15

PLEASE PROVIDE THE FOLLOWING:

- [x] Sketch, drawing, boundary survey or WCAD map noting proposed development
- [ ] Copy of Recorded Deed

VARIANCE REQUEST OVERVIEW & JUSTIFICATION

Note the specific regulation(s) to which this variance is being requested. Describe why the County's minimum requirements can't be met and what the proposed deviation will achieve. (Attached additional sheets if more room is needed.)

We are requesting a variance to reduce the minimum collector street right-of-way width from 80' to 60'. This variance will only affect the width of the right-of-way, not the width of the roadway itself. It will also allow a minimum 10' wide landscape buffers on either side of the collector street. These landscape buffers will improve the quality of the community

OWNER/APPLICANT CERITIFICATION & ACKNOWLEDGEMENT

The owner and applicant declare under the penalty of perjury, and any other applicable state or federal law, that all information provided on this form and submitted attachments are true, factual, and accurate. The owner and applicant also hereby acknowledge any false misleading information contained herein is grounds for variance denial and/or permit revocation.

Printed Owner/Applicant Name	Signature Owner/Applicant	Date
Brad Sweitzer	Brad Sweitzer	1/10/24

OFFICE USE ONLY

- [x] Approved
- [ ] Denied

NOTES

Waller County Commissioner Pct 1 2 3 4 — Date

March 20, 2024

Waller County Judge — Date

OFFICE USE ONLY Payment: Cash _____ Check $1,000 #2877 CC _____ ID # _____

EHRA
ENGINEERING THE FUTURE
SINCE 1936

TBPE No. F-726
TBPLS No. 10092300

January 10, 2024

Mr. J. Ross McCall, P.E.
County Engineer, Waller County
775 Business 290 East
Hempstead, Texas 77445

Re: **Mirabella Variance Request** – Collector Street Right-of-Way (R.O.W.) Width

Mr. McCall,

On behalf of Century Communities, we respectfully submit a variance request for the collector street R.O.W. width for your review and consideration by the Waller County Commissioners Court at its next meeting.

Introduction

Mirabella is a proposed master planned community consisting of approximately 318 acres located north of F.M. 529, approximately 3,500' east of F.M. 362. Mirabella is located fully within Waller County, in Precinct 3.

The proposed plan will yield approximately 1,200 new homes and the construction of approximately 7.5 miles of local street.

The developer desires to construct quality residential development that features outdoor amenities and open space. The housing types, prices, and the lot selection will also meet market needs, thereby creating a robust community.

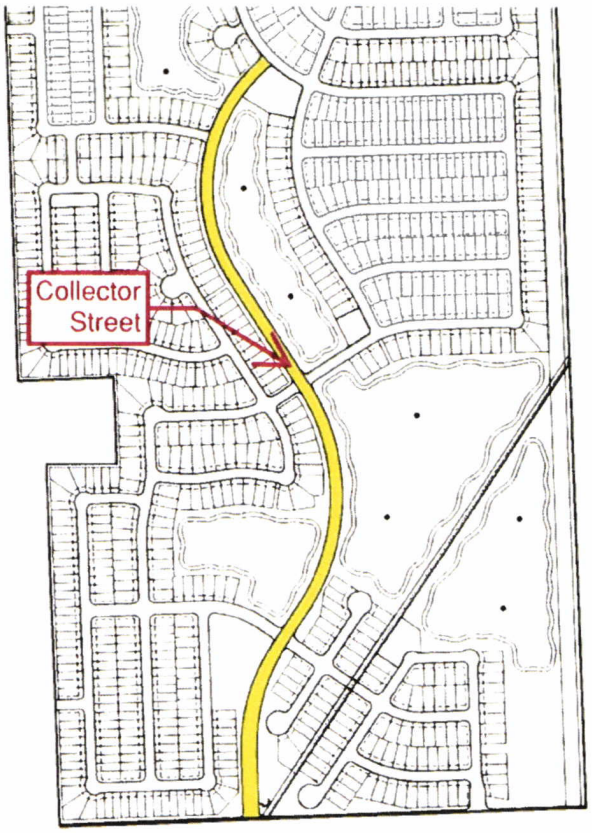
We are beginning the process to establish development standards for the entirety of Mirabella through the creation of a "Development Agreement" with the County. We hope to have the agreement approved before the first plat is recorded at the County Clerk's office, but to afford the developer the ability to start planning and engineering as soon as possible, we request your consideration and action on the below variance. Furthermore, we request that this variance apply to any and all plats within the boundary of this project.

Variance Request

App. A.4.2.2: 80' minimum right-of-way width for collector streets.

We are requesting a variance to reduce the minimum collector street right-of-way width from 80' to 60'. This variance will only affect the width of the right-of-way, not the width of the roadway itself. The pavement cross section will be 32' from back of curb to back of curb which meets the collector road

requirements for the County and will ensure the efficient flow of traffic. The reason for this variance request is to allow for minimum 10' wide landscape buffers on either side of the collector street shown on the following image. These landscape buffers will improve the quality of the community by providing more space for trees, shrubs, and sidewalks along the collector road that will serve as the primary entry for residents and guests. Furthermore, the County benefits by having the same roadway width as typical but having less landscape area to maintain since the 10' landscape buffers will now be maintained by the future MUD/HOA.



We appreciate your consideration in this matter and hope that the above information is sufficient to gain your support in the approval of this variance. If I can be of any assistance to you prior to the meeting, please contact me.

Sincerely,

Brad Sweitzer

Brad Sweitzer, PLA, AICP
Associate I Senior Planning Project Manager

Waller County Road & Bridge Department
775 Bus 290 E – Hempstead TX 77445
979-826-7670 www.co.waller.tx.us

$1,000.00 Fee

NON-SINGLE FAMILY VARIANCE REQUEST APPLICATION

This form is used to request a variance to Waller County Standards. No variance will be granted unless the general purpose and intent of the Standards is maintained. Any variance granted will only be applicable to the specific site and conditions for which the variance was granted, and will not modify or change any standards as they apply to other sites or conditions.

The applicant must clearly demonstrate that the variance request meets minimum acceptable engineering and safety standards. The applicant must also clearly demonstrate that the variance is not detrimental to the health, safety, and welfare of the public.

Instructions: Complete all fields below. Additional sheets may be attached, however, a summary of your responses must be included in the spaces provided below. Simply stating "see attached" is considered insufficient information.

PROPERTY OWNER INFORMATION	APPLICANT INFORMATION
Name: Gamal 318 Acres, LLC	Name: Brad Sweitzer
Mailing Address: 5718 Westheimer Road, Suite 1440	Mailing Address: 10011 Meadowglen Lane
City, State, Zip: Houston, TX 77057	City, State, Zip: Houston, TX 77042
Email: jeff.inabnit@centurycommunities.com	Email: bsweitzer@ehra.team
Phone: 832-290-7646	Phone: 713-337-7493

Location of Parent Tract (Picture of posted 9-1-1 numbers required before variance will be granted)

Address of Property	Property ID #	Acreage
South of Morrison Road, north of FM 529, and west of Peregrine Estates, east of FM 362	263799, 263800	318.15

PLEASE PROVIDE THE FOLLOWING:

- [x] Sketch, drawing, boundary survey or WCAD map noting proposed development
- [ ] Copy of Recorded Deed

VARIANCE REQUEST OVERVIEW & JUSTIFICATION

Note the specific regulation(s) to which this variance is being requested. Describe why the County's minimum requirements can't be met and what the proposed deviation will achieve. (Attached additional sheets if more room is needed.)

We are requesting a variance to reduce the minimum lot width from 50' to 40'. This will provide additional housing types, sizes, and prices, which will cater to the market demand. Enhanced landscape and open space requirements throughout the development will compensate for the variation in lot width.

OWNER/APPLICANT CERITIFICATION & ACKNOWLEDGEMENT

The owner and applicant declare under the penalty of perjury, and any other applicable state or federal law, that all information provided on this form and submitted attachments are true, factual, and accurate. The owner and applicant also hereby acknowledge any false misleading information contained herein is grounds for variance denial and/or permit revocation.

Printed Owner/Applicant Name	Signature Owner/Applicant	Date
Brad Sweitzer	Brad Sweitzer	1/10/24

OFFICE USE ONLY

	NOTES
[x] Approved [ ] Denied	
Waller County Commissioner Pct. 1 2 3 4 Date	
March 20, 2024	
Waller County Judge Date	

OFFICE USE ONLY Payment: Cash _____ Check $1,000 #2877 CC _____ ID # _____

EHRA
ENGINEERING THE FUTURE
SINCE 1936

TBPE No. F-726
TBPLS No. 10092300

January 10, 2024

Mr. J. Ross McCall, P.E.
County Engineer, Waller County
775 Business 290 East
Hempstead, Texas 77445

Re: **Mirabella Variance Request** – Lot Width

Mr. McCall,

On behalf of Century Communities, we respectfully submit a variance request for the minimum lot width for your review and consideration by the Waller County Commissioners Court at its next meeting.

Introduction

Mirabella is a proposed master planned community consisting of approximately 318 acres located north of F.M. 529, approximately 3,500' east of F.M. 362. Mirabella is located fully within Waller County, in Precinct 3.

The proposed plan will yield approximately 1,200 new homes and the construction of approximately 7.5 miles of local street.

The developer desires to construct quality residential development that features outdoor amenities and open space. The housing types, prices, and the lot selection will also meet market needs, thereby creating a robust community.

We are beginning the process to establish development standards for the entirety of Mirabella through the creation of a "Development Agreement" with the County. We hope to have the agreement approved before the first plat is recorded at the County Clerk's office, but to afford the developer the ability to start planning and engineering as soon as possible, we request your consideration and action on the below variance. Furthermore, we request that this variance apply to any and all plats within the boundary of this project.

Variance Request

Sec. 3.4.7: Minimum lot size width of 50 feet.

We are requesting a variance to reduce the minimum lot width from 50' to 40'. The lot sizes proposed will provide additional housing types, sizes, and prices, which will achieve the market absorption and velocity necessary for a successful development. A deviation from the minimum lot size width of 50' will provide the ability to incorporate narrower lots in alignment with market demands. Various types of housing options are in high demand due to the current demographics, and the developer is seeking to meet current needs. Enhanced landscape and open space requirements throughout the development will

compensate for the variation in lot width. In lieu of larger side yards, there will be an investment in outdoor amenities, community parks, and features such as walking trails. Compensating open space shall be provided for all lots smaller than 5,000 square feet. The exact amounts shall be prescribed within the Development Agreement. The quality of the development will be achieved and maintained through the employment of design guidelines and deed restrictions. The average sale price of homes with range from $250,000 to $325,000. Quality will also be maintained by requiring minimum amounts of brick and masonry finishes, which will be enforced through deed restrictions and codified in the "Development Agreement".

Below are photographs of a representative sample of the 40' and 50' wide lots:

40' – Lot Examples | ASP $250,00 - $300,000







50' – Lot Examples | ASP $275,000 - $325,000









We appreciate your consideration in this matter and hope that the above information is sufficient to gain your support in the approval of this variance. If I can be of any assistance to you prior to the meeting, please contact me.

Sincerely,

Brad Sweitzer

Brad Sweitzer, AICP, PLA
Associate I Senior Planning Project Manager

Waller County Road & Bridge Department

775 Bus 290 E – Hempstead TX 77445
979-826-7670 www.co.waller.tx.us

$1,000.00 Fee

NON-SINGLE FAMILY VARIANCE REQUEST APPLICATION

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The applicant must clearly demonstrate that the variance request meets minimum acceptable engineering and safety standards. The applicant must also clearly demonstrate that the variance is not detrimental to the health, safety, and welfare of the public.

Instructions: Complete all fields below. Additional sheets may be attached, however, a summary of your responses must be included in the spaces provided below. Simply stating "see attached" is considered insufficient information.

PROPERTY OWNER INFORMATION	APPLICANT INFORMATION
Name: Gamal 318 Acres, LLC	Name: Brad Sweitzer
Mailing Address: 5718 Westheimer Road, Suite 1440	Mailing Address: 10011 Meadowglen Lane
City, State, Zip: Houston, TX 77057	City, State, Zip: Houston, TX 77042
Email: jeff.inabnit@centurycommunities.com	Email: bsweitzer@ehra.team
Phone: 832-290-7646	Phone: 713-337-7493

Location of Parent Tract (Picture of posted 9-1-1 numbers required before variance will be granted)

Address of Property	Property ID #	Acreage
South of Morrison Road, north of FM 529, and west of Peregrine Estates, east of FM 362	263799, 263800	318.15

PLEASE PROVIDE THE FOLLOWING:

- [x] Sketch, drawing, boundary survey or WCAD map noting proposed development
- [ ] Copy of Recorded Deed

VARIANCE REQUEST OVERVIEW & JUSTIFICATION

Note the specific regulation(s) to which this variance is being requested. Describe why the County's minimum requirements can't be met and what the proposed deviation will achieve. (Attached additional sheets if more room is needed.)

We are requesting a variance to reduce the minimum cul-de-sac right-of-way radius from 70' to 60'. The reduced distance between the pavement edge and right-of-way will generate more space between driveways on cul-de-sacs, which will enhance the visual character of the neighborhood, and not hinder the ability to provide utilities between the edge of pavement and the right-of-way line.

OWNER/APPLICANT CERITIFICATION & ACKNOWLEDGEMENT

The owner and applicant declare under the penalty of perjury, and any other applicable state or federal law, that all information provided on this form and submitted attachments are true, factual, and accurate. The owner and applicant also hereby acknowledge any false misleading information contained herein is grounds for variance denial and/or permit revocation.

Printed Owner/Applicant Name	Signature Owner/Applicant	Date
Brad Sweitzer	Brad Sweitzer	1/10/24

OFFICE USE ONLY

- [x] Approved
- [ ] Denied

	NOTES
Waller County Commissioner Pct 1 2 3 4 Date	
March 20, 2024	
Waller County Judge Date	

OFFICE USE ONLY Payment: Cash _____ Check $1,000 #2877 CC _____ ID # _____

EHRA
ENGINEERING THE FUTURE

TBPE No. F-726
TBPLS No. 10092300

January 10, 2024

Mr. J. Ross McCall, P.E.
County Engineer, Waller County
775 Business 290 East
Hempstead, Texas 77445

Re: **Mirabella Variance Request** – Cul-de-sac Radius

Mr. McCall,

On behalf of Century Communities, we respectfully submit a variance request for the minimum cul-de-sac radius for your review and consideration by the Waller County Commissioners Court at its next meeting.

Introduction

Mirabella is a proposed master planned community consisting of approximately 318 acres located north of F.M. 529, approximately 3,500' east of F.M. 362. Mirabella is located fully within Waller County, in Precinct 3.

The proposed plan will yield approximately 1,200 new homes and the construction of approximately 7.5 miles of local street.

The developer desires to construct quality residential development that features outdoor amenities and open space. The housing types, prices, and the lot selection will also meet market needs, thereby creating a robust community.

We are beginning the process to establish development standards for the entirety of Mirabella through the creation of a "Development Agreement" with the County. We hope to have the agreement approved before the first plat is recorded at the County Clerk's office, but to afford the developer the ability to start planning and engineering as soon as possible, we request your consideration and action on the below variance. Furthermore, we request that this variance apply to any and all plats within the boundary of this project.

Variance Request

App. A.4.3.4: 70' right-of-way radius and 50' paving radius for cul-de-sacs.

We are requesting a variance to reduce the minimum cul-de-sac right-of-way radius from 70' to 60'. The pavement radius for cul-de-sacs will still match the County standards at 50', but the reduction of right-of-way radius for cul-de-sacs will allow for greater flexibility with land planning efforts and will not hinder the ability to provide utilities between the edge of pavement and the right-of-way line. Additionally, the

reduced distance between the pavement edge and right-of-way will generate more space between driveways on cul-de-sacs, which will enhance the visual character of the neighborhood.

We appreciate your consideration in this matter and hope that the above information is sufficient to gain your support in the approval of this variance. If I can be of any assistance to you prior to the meeting, please contact me.

Sincerely,

Brad Sweitzer

Brad Sweitzer, AICP, PLA
Associate I Senior Planning Project Manager

Waller County Road & Bridge Department

775 Bus 290 E – Hempstead TX 77445
979-826-7670 www.co.waller.tx.us

$1,000.00 Fee

NON-SINGLE FAMILY VARIANCE REQUEST APPLICATION

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The applicant must clearly demonstrate that the variance request meets minimum acceptable engineering and safety standards. The applicant must also clearly demonstrate that the variance is not detrimental to the health, safety, and welfare of the public.

Instructions: Complete all fields below. Additional sheets may be attached, however, a summary of your responses must be included in the spaces provided below. Simply stating "see attached" is considered insufficient information.

PROPERTY OWNER INFORMATION	APPLICANT INFORMATION
Name: Gamal 318 Acres, LLC	Name: Brad Sweitzer
Mailing Address: 5718 Westheimer Road, Suite 1440	Mailing Address: 10011 Meadowglen Lane
City, State, Zip: Houston, TX 77057	City, State, Zip: Houston, TX 77042
Email: jeff.inabnit@centurycommunities.com	Email: bsweitzer@ehra.team
Phone: 832-290-7646	Phone: 713-337-7493

Location of Parent Tract (Picture of posted 9-1-1 numbers required before variance will be granted)

Address of Property	Property ID #	Acreage
South of Morrison Road, north of FM 529, and west of Peregrine Estates, east of FM 362	263799, 263800	318.15

PLEASE PROVIDE THE FOLLOWING:

- [x] Sketch, drawing, boundary survey or WCAD map noting proposed development
- [ ] Copy of Recorded Deed

VARIANCE REQUEST OVERVIEW & JUSTIFICATION

Note the specific regulation(s) to which this variance is being requested. Describe why the County's minimum requirements can't be met and what the proposed deviation will achieve. (Attached additional sheets if more room is needed.)

We are requesting a variance to reduce the minimum R.O.W. width from 60' to 50'. A deviation from the minimum R.O.W. width of 60' will provide the ability to incorporate more lots to meet market demands. Within a 50 R.O.W., there is also adequate width for the minimum 28' wide roadway and wet utilities. Enhanced landscape and open space requirements throughout the development will compensate for the decreased R.O.W. width.

OWNER/APPLICANT CERITIFICATION & ACKNOWLEDGEMENT

The owner and applicant declare under the penalty of perjury, and any other applicable state or federal law, that all information provided on this form and submitted attachments are true, factual, and accurate. The owner and applicant also hereby acknowledge any false misleading information contained herein is grounds for variance denial and/or permit revocation.

Printed Owner/Applicant Name	Signature Owner/Applicant	Date
Brad Sweitzer	Brad Sweitzer	1/10/24

OFFICE USE ONLY

- [x] Approved
- [ ] Denied

NOTES

Waller County Commissioner Pct 1 2 3 4 — Date: March 20, 2024

Waller County Judge — Date

OFFICE USE ONLY Payment: Cash _____ Check $1,000 #2671 CC _____ ID # _____

EHRA
ENGINEERING THE FUTURE
SINCE 1936

TBPE No. F-726
TBPLS No. 10092300

January 10, 2024

Mr. J. Ross McCall, P.E.
County Engineer, Waller County
775 Business 290 East
Hempstead, Texas 77445

Re: **Mirabella Variance Request** – Right-of-Way (R.O.W.) Width

Mr. McCall,

On behalf of Century Communities, we respectfully submit a variance request for the minimum R.O.W. width for your review and consideration by the Waller County Commissioners Court at its next meeting.

Introduction

Mirabella is a proposed master planned community consisting of approximately 318 acres located north of F.M. 529, approximately 3,500' east of F.M. 362. Mirabella is located fully within Waller County, in Precinct 3.

The proposed plan will yield approximately 1,200 new homes and the construction of approximately 7.5 miles of local street.

The developer desires to construct quality residential development that features outdoor amenities and open space. The housing types, prices, and the lot selection will also meet market needs, thereby creating a robust community.

We are beginning the process to establish development standards for the entirety of Mirabella through the creation of a "Development Agreement" with the County. We hope to have the agreement approved before the first plat is recorded at the County Clerk's office, but to afford the developer the ability to start planning and engineering as soon as possible, we request your consideration and action on the below variance. Furthermore, we request that this variance apply to any and all plats within the boundary of this project.

Variance Request

Sec. 4.3.1: Minimum R.O.W. width of 60 feet.

We are requesting a variance to reduce the minimum R.O.W. width from 60' to 50'. A narrower R.O.W. width is necessary to achieve the market absorption and velocity necessary for a successful development. A 50' R.O.W. provides more space for lots, which allows the developer to provide the pads sought after in the current market. A deviation from the minimum R.O.W. width of 60' will provide the ability to

incorporate more lots to meet market demands. Various types of housing options are in high demand due to the current demographics and the developer is seeking to meet current needs. Enhanced landscape and open space requirements throughout the development will compensate for the decreased R.O.W. width. Within a 50' R.O.W., there is also adequate width for the minimum 28' wide roadway and wet utilities.

We appreciate your consideration in this matter and hope that the above information is sufficient to gain your support in the approval of this variance. If I can be of any assistance to you prior to the meeting, please contact me.

Sincerely,

Brad Sweitzer

Brad Sweitzer, AICP, PLA
Associate I Senior Planning Project Manager

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Variance Request – Maple Park Development – Jennifer Curtis

Date: March 20, 2024

Background
Six variance requests to the Waller County Subdivision and Development Regulations for Maple Park Development by Jennifer Curtis in Precinct 4.

Staff Recommendation
Approve contingent upon development agreement

Waller County Road & Bridge Department
775 Bus 290 E – Hempstead TX 77445
979-826-7670 www.co.waller.tx.us

$1,000.00 Fee

NON-SINGLE FAMILY VARIANCE REQUEST APPLICATION

This form is used to request a variance to Waller County Standards. No variance will be granted unless the general purpose and intent of the Standards is maintained. Any variance granted will only be applicable to the specific site and conditions for which the variance was granted, and will not modify or change any standards as they apply to other sites or conditions.

The applicant must clearly demonstrate that the variance request meets minimum acceptable engineering and safety standards. The applicant must also clearly demonstrate that the variance is not detrimental to the health, safety, and welfare of the public.

Instructions: Complete all fields below. Additional sheets may be attached, however, a summary of your responses must be included in the spaces provided below. Simply stating "see attached" is considered insufficient information.

PROPERTY OWNER INFORMATION	APPLICANT INFORMATION
Name: Maple Park Development	Name: Colin Davidson
Mailing Address: 5847 San Felipe St, Suite 4675	Mailing Address: 24285 Katy Freeway, Suite 525
City, State, Zip: Houston, TX 77057	City, State, Zip: Katy, TX 77494
Email: russ@mapledevelopmentgroup.com	Email: cdavidson@meta-pd.com
Phone: (832) 804-9680	Phone: (281) 810-1422

Location of Parent Tract (Picture of posted 9-1-1 numbers required before variance will be granted)

Address of Property	Property ID #	Acreage
East of Stalknecht Road and South of Morton Road.	40208	155.31

PLEASE PROVIDE THE FOLLOWING:

- [x] Sketch, drawing, boundary survey or WCAD map noting proposed development
- [x] Copy of Recorded Deed

VARIANCE REQUEST OVERVIEW & JUSTIFICATION

Note the specific regulation(s) to which this variance is being requested. Describe why the County's minimum requirements can't be met and what the proposed deviation will achieve. (Attached additional sheets if more room is needed.)

see attached

OWNER/APPLICANT CERITIFICATION & ACKNOWLEDGEMENT

The owner and applicant declare under the penalty of perjury, and any other applicable state or federal law, that all information provided on this form and submitted attachments are true, factual, and accurate. The owner and applicant also hereby acknowledge any false misleading information contained herein is grounds for variance denial and/or permit revocation.

Printed Owner/Applicant Name	Signature Owner/Applicant	Date
Colin Davidson	Colin Davidson	3/16/2023

OFFICE USE ONLY

	NOTES
[x] Approved * [ ] Denied	
* Contingent upon the approval of a GA or Development Agreement	
Waller County Commissioner Pct 1 2 3 4 Date	
March 20, 2024	
Waller County Judge Date	

OFFICE USE ONLY Payment: Cash Check # CC $1,000 ID # 1002654831871

Waller County Variance Request
Maple Park GP

VARIANCE REQUEST OVERVIEW & JUSTIFICATION

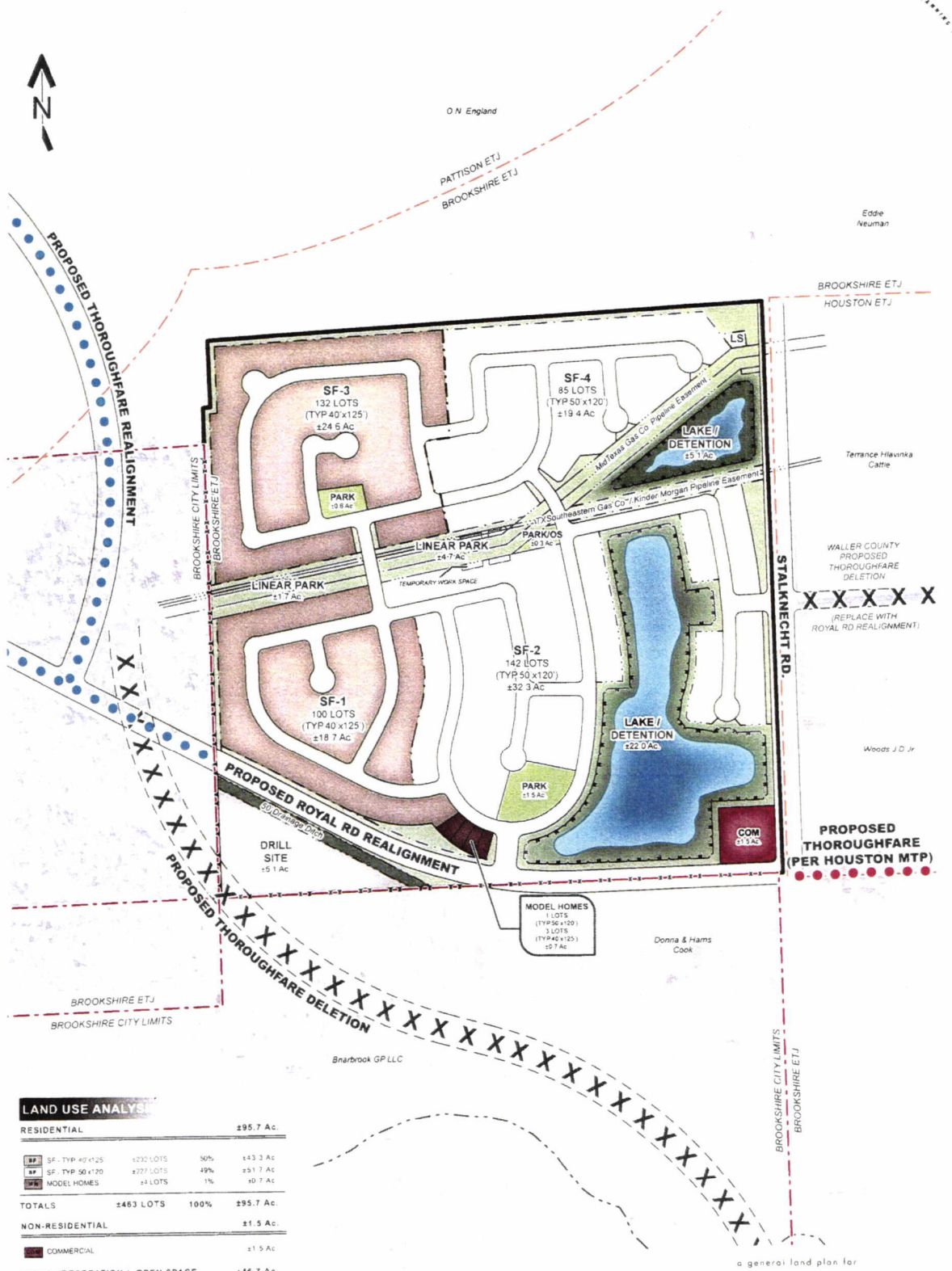
Note the specific regulation(s) to which this variance is being requested. Describe why the County's minimum requirements can't be met and what the proposed deviation will achieve. (Attached additional sheets if more room is needed.)

Waller County Subdivision Regulations, Appendix A – 3.4.7

Requirement: Lots shall have a minimum of 50 feet in width at the right-of way line (50 feet in width at building line for lots on cul-de-sacs) and shall front a local street. Single-family residential lots shall not have direct access to and shall not front on an urban collector street.

Request: Minimum lot size width of 40 feet.

Justification: Current market conditions have shown a trend of extremely high home prices on even the smallest of single-family residential lots. To develop homes of a reasonably affordable price range that can be absorbed by the market, smaller lots are necessary. The size of the lot does not control the quality or character of the home that is built, and a 40'-wide lot has become fairly common for first-time homebuyers to purchase. The Maple Park Development Agreement proposes a mix of 40' and 50' lot sizes within the community which allows the developer to provide a range of housing options that can appeal to buyers in multiple phases on the housing life cycle, particularly young couples and young professionals just starting the home ownership journey.



LAND USE ANALYSIS

RESIDENTIAL			**±95.7 Ac.**
SF - TYP 40'x125'	±232 LOTS	50%	±43.3 Ac
SF - TYP 50'x120'	±227 LOTS	49%	±51.7 Ac
MODEL HOMES	±4 LOTS	1%	±0.7 Ac
TOTALS	±463 LOTS	100%	±95.7 Ac.
NON-RESIDENTIAL			**±1.5 Ac.**
COMMERCIAL			±1.5 Ac
PARKS / RECREATION / OPEN SPACE			**±46.7 Ac.**
REC. CENTER & PARKS			±8.8 Ac
DRAINAGE DETENTION DITCH			±28.3 Ac
LANDSCAPE OPEN SPACE			±9.6 Ac
UTILITIES & EASEMENTS			**±5.1 Ac.**
DRILL SITE			±5.1 Ac
CONSTRAINTS			**±6.3 Ac.**
MAJOR THOROUGHFARES			±6.3 Ac
PROJECT TOTAL			**±155.3 Ac.**

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META PLANNING + DESIGN, INC. ALL RIGHTS RESERVED

EXHIBIT **B1**

a general land plan for

MAPLE PARK

±155.3 ACRES OF LAND

prepared for

MAPLE DEVELOPMENT GROUP

META PLANNING + DESIGN

24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel. 281-810-1422

SCALE

META-45010
SEPTEMBER 21, 2022

Waller County Road & Bridge Department

775 Bus 290 E – Hempstead TX 77445
979-826-7670 www.co.waller.tx.us

$1,000.00 Fee

NON-SINGLE FAMILY VARIANCE REQUEST APPLICATION

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Instructions: Complete all fields below. Additional sheets may be attached, however, a summary of your responses must be included in the spaces provided below. Simply stating "see attached" is considered insufficient information.

PROPERTY OWNER INFORMATION	APPLICANT INFORMATION
Name: Maple Park Development	Name: Colin Davidson
Mailing Address: 5847 San Felipe St, Suite 4675	Mailing Address: 24285 Katy Freeway, Suite 525
City, State, Zip: Houston, TX 77057	City, State, Zip: Katy, TX 77494
Email: russ@mapledevelopmentgroup.com	Email: cdavidson@meta-pd.com
Phone: (832) 804-9680	Phone: (281) 810-1422

Location of Parent Tract (Picture of posted 9-1-1 numbers required before variance will be granted)

Address of Property	Property ID #	Acreage
East of Stalknecht Road and South of Morton Road.	40208	155.31

PLEASE PROVIDE THE FOLLOWING:

- [x] Sketch, drawing, boundary survey or WCAD map noting proposed development
- [x] Copy of Recorded Deed

VARIANCE REQUEST OVERVIEW & JUSTIFICATION

Note the specific regulation(s) to which this variance is being requested. Describe why the County's minimum requirements can't be met and what the proposed deviation will achieve. (Attached additional sheets if more room is needed.)

see attached

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Printed Owner/Applicant Name	Signature Owner/Applicant	Date
Colin Davidson	Colin Davidson	3/16/2023

OFFICE USE ONLY

	NOTES
[x] Approved * [ ] Denied	
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Waller County Commissioner Pct 1 2 3 4 Date	
March 20, 2024	
Waller County Judge Date	

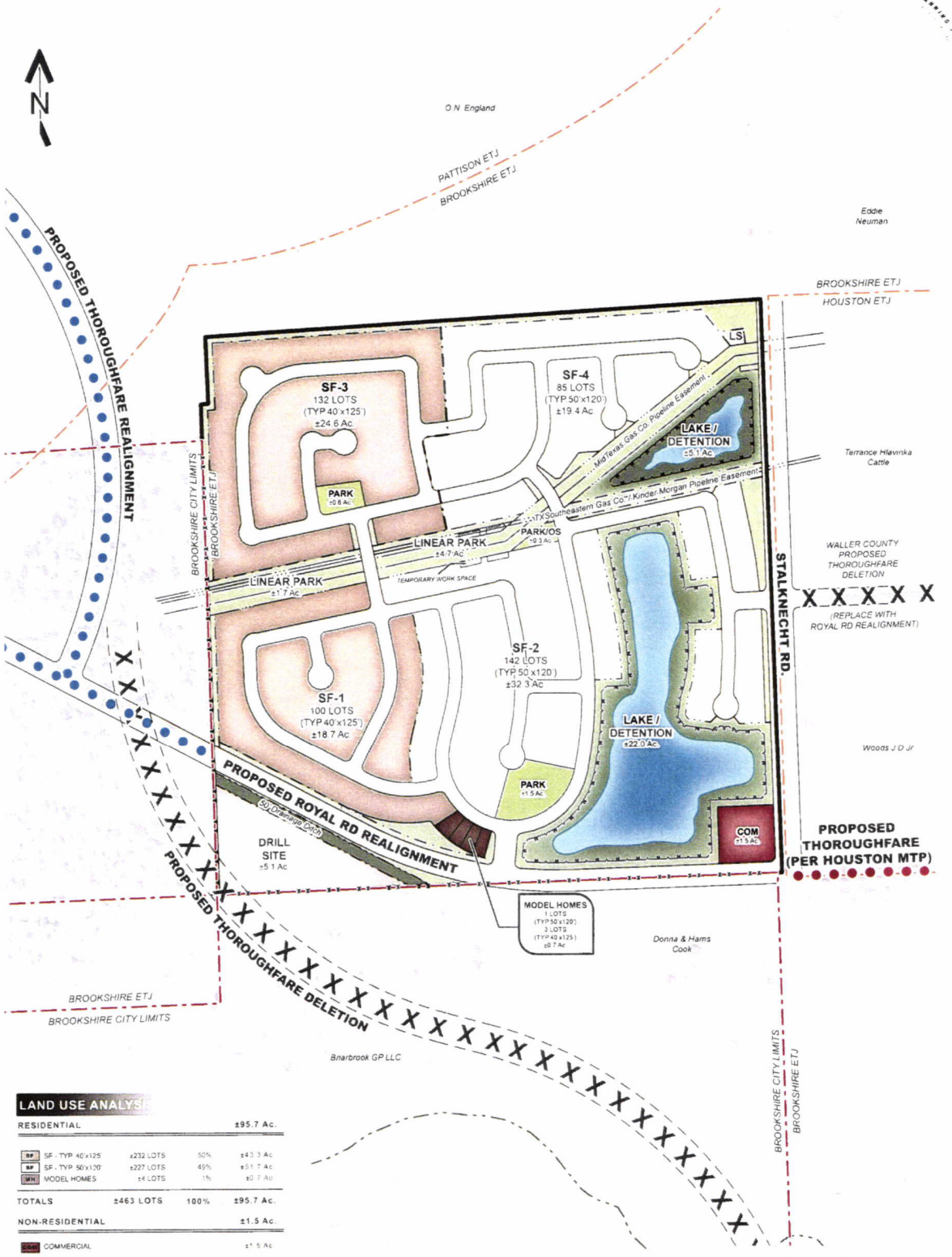
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Waller County Subdivision Regulations, Appendix A – 3.4.15

Requirement Side street building lines shall be 15 feet on local streets

Request: Side street building lines shall be 10 feet on local streets.

Justification The side setback applies to corner lots that abut two streets, one on the side. The side setback primarily ensures that a garage accessing the side street does not have cars parking in the driveway that hang out in the street. The Maple Park Development Agreement proposes that any corner lot taking garage access from the side street shall have a 25' setback on the garage entry if it faces the side street. For lots that take driveway access from the front, the side wall of the house can be closer to the street with no negative impacts



LAND USE ANALYSIS

RESIDENTIAL			**±95.7 Ac.**
SF - TYP. 40'x125'	±232 LOTS	50%	±43.3 Ac.
SF - TYP. 50'x120'	±227 LOTS	49%	±51.7 Ac.
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DRILL SITE			±5.1 Ac.
CONSTRAINTS			**±6.3 Ac.**
MAJOR THOROUGHFARES			±6.3 Ac.
PROJECT TOTAL			**±155.3 Ac.**

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EXHIBIT **B1**

a general land plan for

MAPLE PARK

±155.3 ACRES OF LAND

prepared for

MAPLE DEVELOPMENT GROUP

META PLANNING + DESIGN
24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422

SCALE 0 100 200 400

MTA-45010
SEPTEMBER 21, 2022

META PLANNING + DESIGN

Waller County Road & Bridge Department

775 Bus 290 E – Hempstead TX 77445
979-826-7670 www.co.waller.tx.us

$1,000.00 Fee

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City, State, Zip: Houston, TX 77057	City, State, Zip: Katy, TX 77494
Email: russ@mapledevelopmentgroup.com	Email: cdavidson@meta-pd.com
Phone: (832) 804-9680	Phone: (281) 810-1422

Location of Parent Tract (Picture of posted 9-1-1 numbers required before variance will be granted)

East of Stalknecht Road and South of Morton Road.	40208	155.31
Address of Property	Property ID #	Acreage

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Colin Davidson	Colin Davidson	3/16/2023
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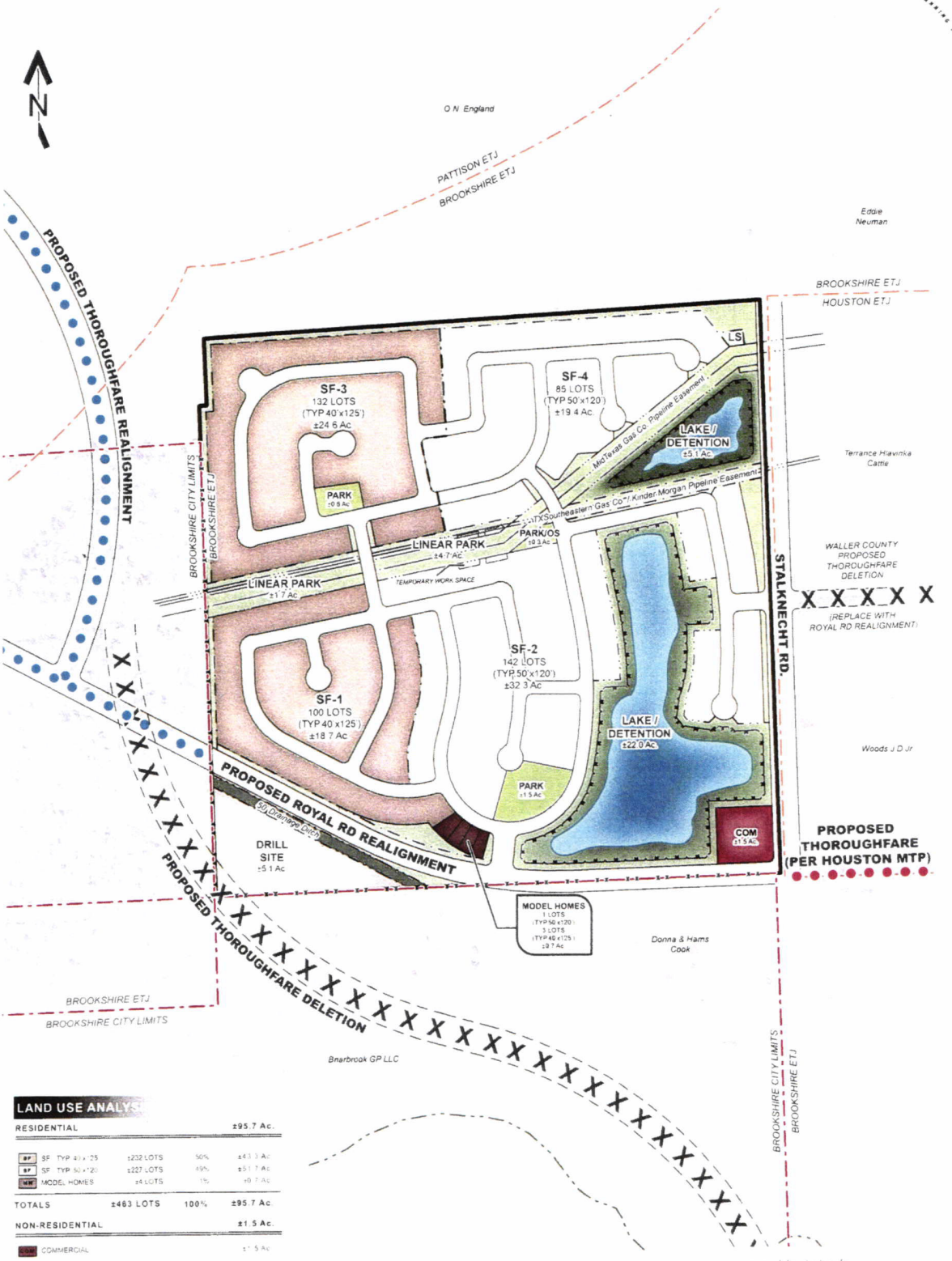
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Waller County Subdivision Regulations, Appendix A 3.3

Requirement: Dead end streets shall end on a temporary cul de sac with a radius of ROW 70 feet.

Request: Dead end streets shall end on a temporary cul de sac with a radius of ROW 60 feet

Justification: This reduction in right of way for temporary culs de sac will match the other culs de sac in the development. There will still be adequate area for emergency services and the reduction in right of way will not be injurious to the public health, safety, or welfare.



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DRILL SITE			±5.1 Ac.
CONSTRAINTS			**±6.3 Ac.**
MAJOR THOROUGHFARES			±6.3 Ac.
PROJECT TOTAL			**±155.3 Ac.**

a general land plan for

MAPLE PARK

±155.3 ACRES OF LAND

prepared for:

MAPLE DEVELOPMENT GROUP

META PLANNING + DESIGN
24275 Katy Freeway, Ste. 200
Katy, Texas 77494
Tel: 281-810-1422

SCALE

MTA-45010
SEPTEMBER 21, 2022

EXHIBIT **B1**

META PLANNING + DESIGN

Waller County Road & Bridge Department

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979-826-7670 www.co.waller.tx.us

$1,000.00 Fee

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Location of Parent Tract (Picture of posted 9-1-1 numbers required before variance will be granted)

East of Stalknecht Road and South of Morton Road.	40208	155.31
Address of Property	Property ID #	Acreage

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VARIANCE REQUEST OVERVIEW & JUSTIFICATION

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Colin Davidson	Colin Davidson	3/16/2023
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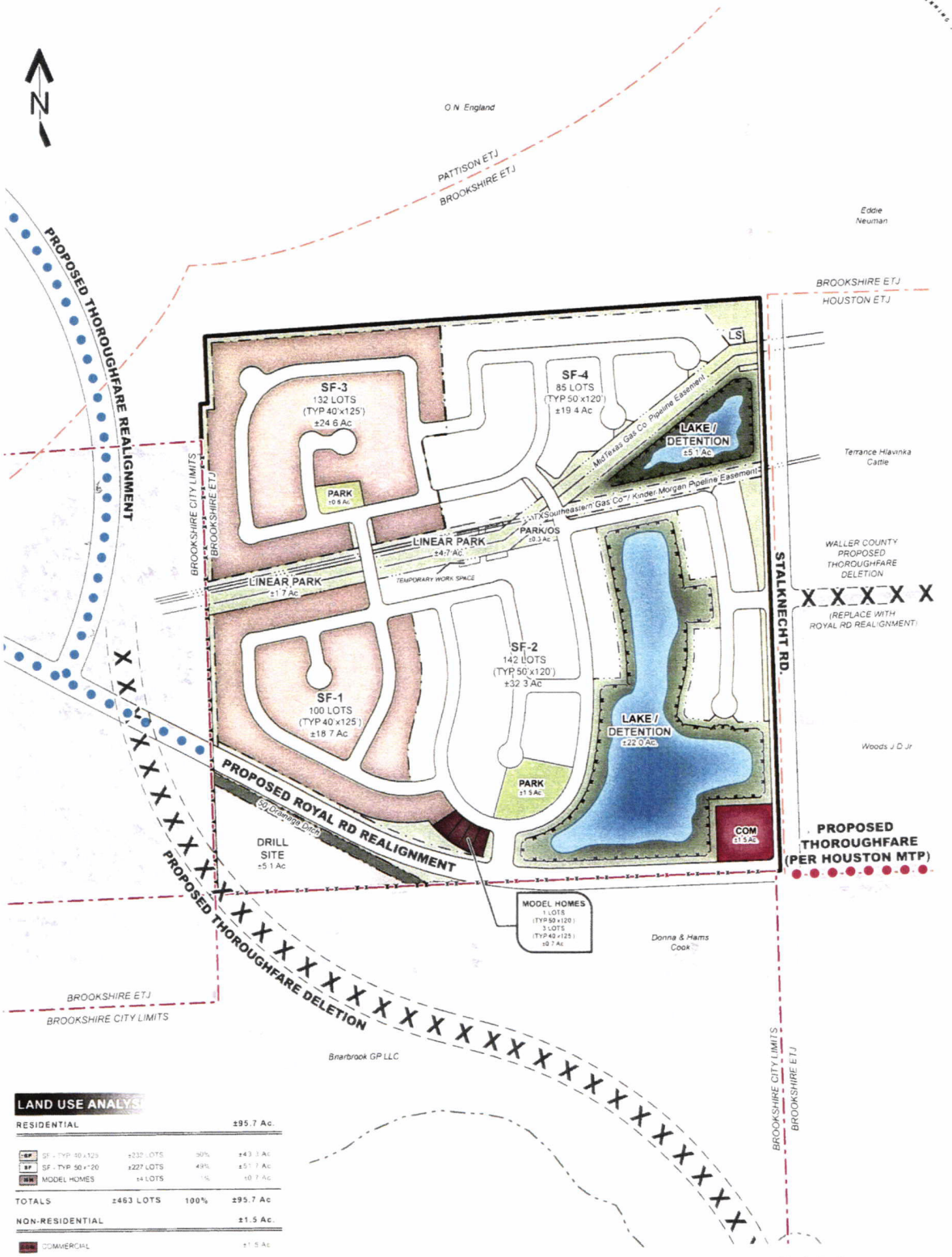
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Waller County Subdivision Regulations, Appendix A - 4.2.4

Requirement: The pavement cross section for collector streets in an urban subdivision shall be a 32-foot paved travel-way.

Request: The pavement cross section for collector streets in an urban subdivision shall be 28 feet or a divided cross section with at least 20' of paving per side.

Justification: The only collector streets within Maple Park are entry streets with no driveways taking access to them nor will there be parking on these streets. The reduction in paving width does not negatively impact traffic as these streets will not have high speed traffic and are not going long distances. Their primary purpose is to disseminate traffic between major throughfares and internal streets. There will still be a minimum 80' right-of-way typical of collector streets. Wider paving will be provided where additional turn lanes are necessary, but the standard width will be 28' for single paving section or 20' per side if the developer elects to have a divided entry street.



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a general land plan for

MAPLE PARK

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MAPLE DEVELOPMENT GROUP

META PLANNING + DESIGN
24275 Katy Freeway Ste. 200
Katy, Texas 77494
Tel: 281-810-1422

SCALE

MTA-450.10
SEPTEMBER 21, 2022

EXHIBIT **B1**

Item 36.

Waller County Road & Bridge Department

775 Bus 290 E – Hempstead TX 77445
979-826-7670 www.co.waller.tx.us

$1,000.00 Fee

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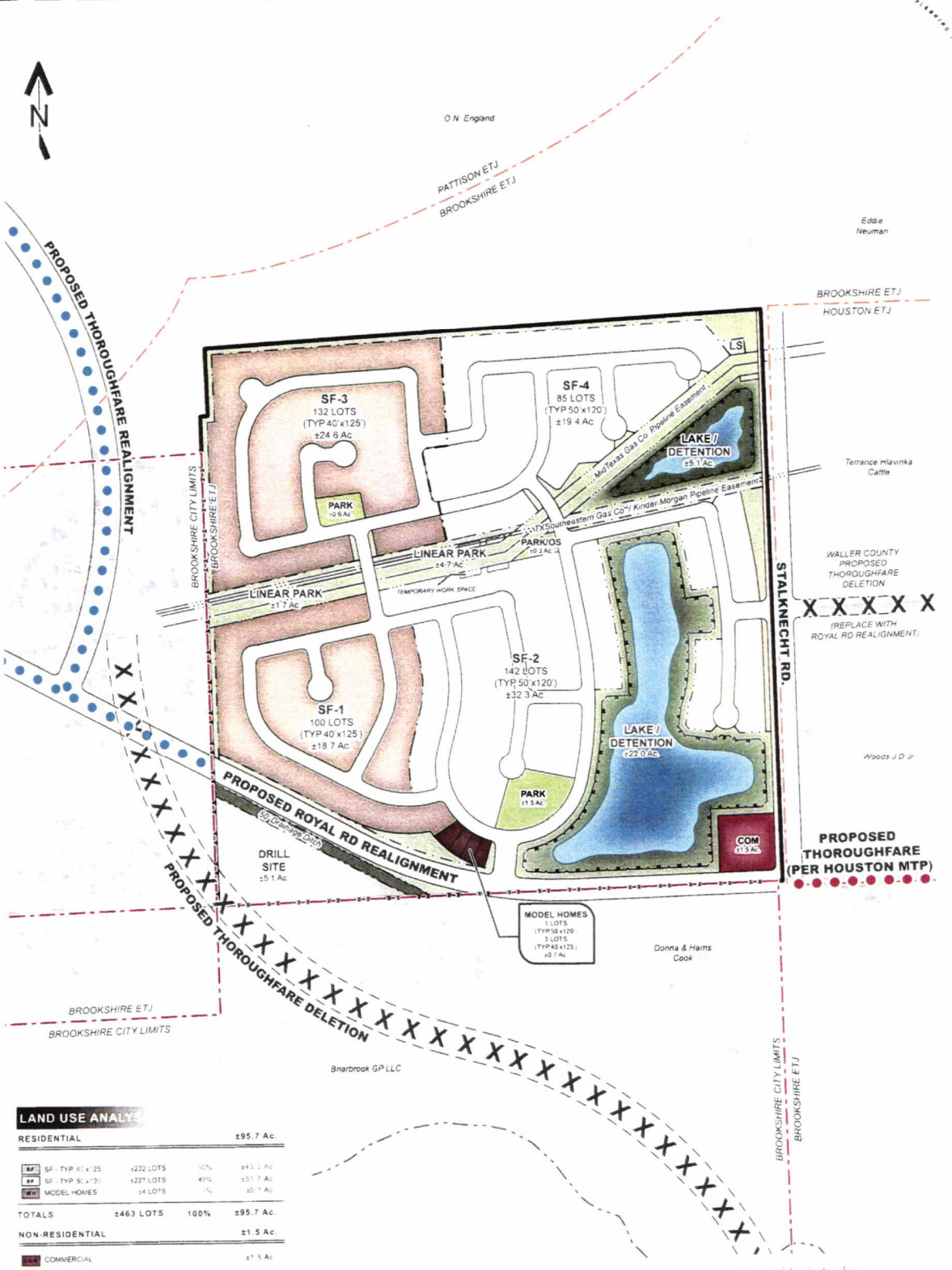
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Waller County Subdivision Regulations, Appendix A – 4.3.5

Requirement: minimum center line radius of 650 feet for local streets.

Request: minimum centerline radius of 300 feet.

Justification: A smaller local street centerline radius is consistent with suburban development standards in the greater Houston area. This allows for passive traffic calming via curvilinear street pattern, whereas larger curves are easier for cars to speed along, which is not safe for pedestrians in a suburban neighborhood. Smaller curve radii also provide better flexibility in the design of the residential street pattern, for a more suburban character. Smaller curves allow for design features such as horseshoe entries and provide a more visually interesting street scene with irregular fence lines and staggered front facades along the curve.



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SCALE

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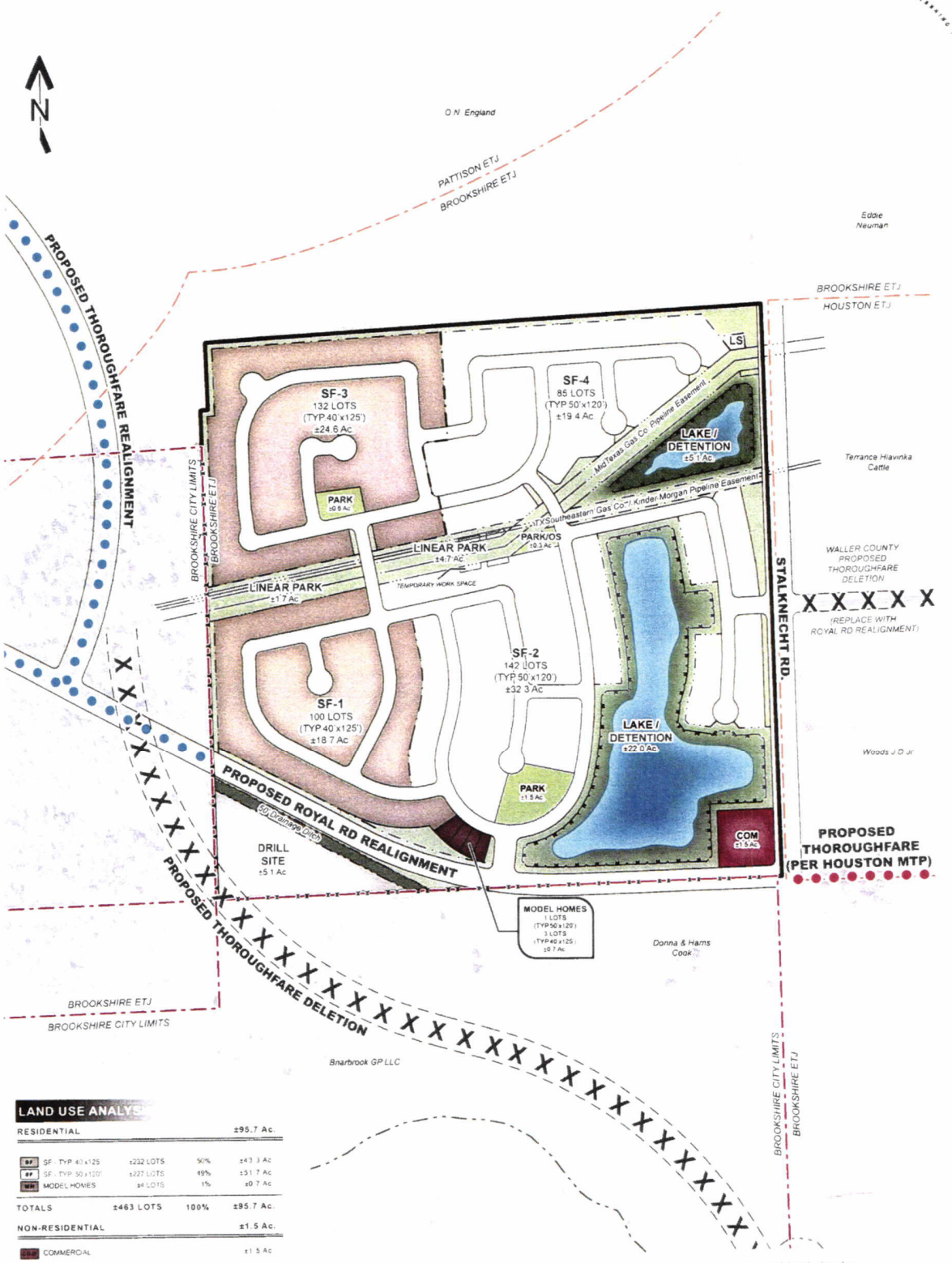
OFFICE USE ONLY Payment: Cash Check # CC $1,000 ID # 1602654831187

Waller County Subdivision Regulations, Appendix A – 4.3.4

Requirement: Cul-de-sacs shall have a minimum right-of-way of 70 feet (radius)

Request: Cul-de-sacs shall have a minimum right-of-way of 60 feet (radius)

Justification: The 70' radius requirement is intended to encompass a 50' radius paving bulb within the end of the cul-de-sac. The large width of the cul-de-sac is primarily intended for fire trucks to turn around within the ball of the cul-de-sac. The Maple Park GP proposes to provide the 50' radius paving ball along with a 60'-radius right-of-way. Easements will be provided outside the right-of-way for any utility needs. This will provide the larger paving desired for fire truck service while minimizing the amount of land reserved for public facilities to only the width needed for utilities installed outside the paving.



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META PLANNING + DESIGN, LLC ALL RIGHTS RESERVED

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24275 Katy Freeway, Ste. 200
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Tel: 281.810.1422

SCALE

MTA-45010
SEPTEMBER 21, 2022

Contract ID # 240320-37

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

NOV 2 0 2024
Date

State of Texas §
§
County of Waller §

This instrument was acknowledged before me on the 20th day of NOVEMBER, 2024 by Carbett "Trey" J. Duhon III, Waller County Judge, on behalf of Waller County, Texas, a political subdivision of the State of Texas.

CINDY JONES
Notary Public, State of Texas
My Commission Expires
February 11, 2027
NOTARY ID 71-5877-5

Notary Public, State of Texas

Contract ID # 240320-37

MAPLE WOODS DEVELOPMENT, LLC

A Texas limited liability company

By: _____

Itiel Kaplan

Manager

1/17/25

Date

State of Texas §

§

County of Harris §

This instrument was acknowledged before me on the 17th day of January, 2025 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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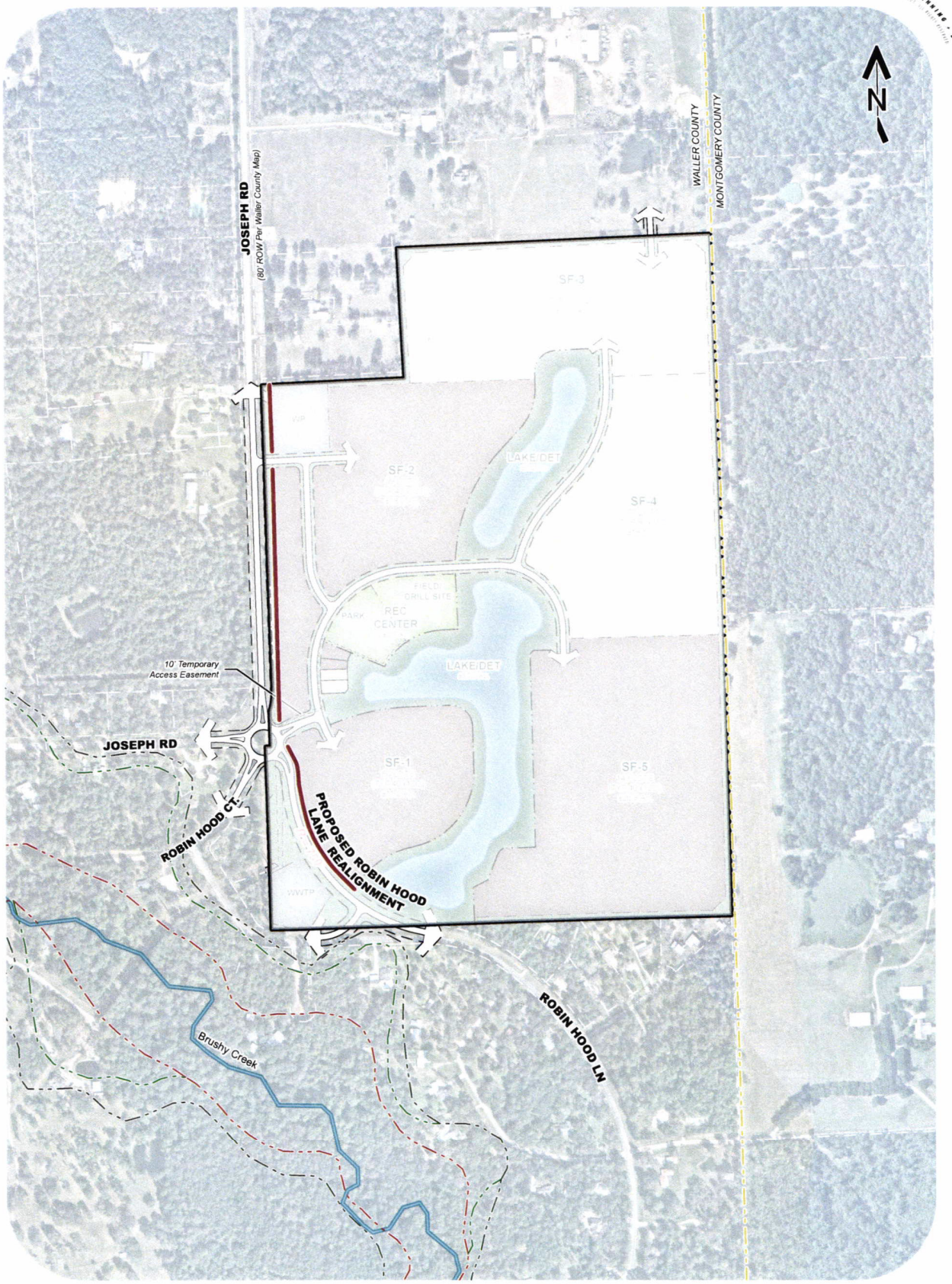


EXHIBIT B-2

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
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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.

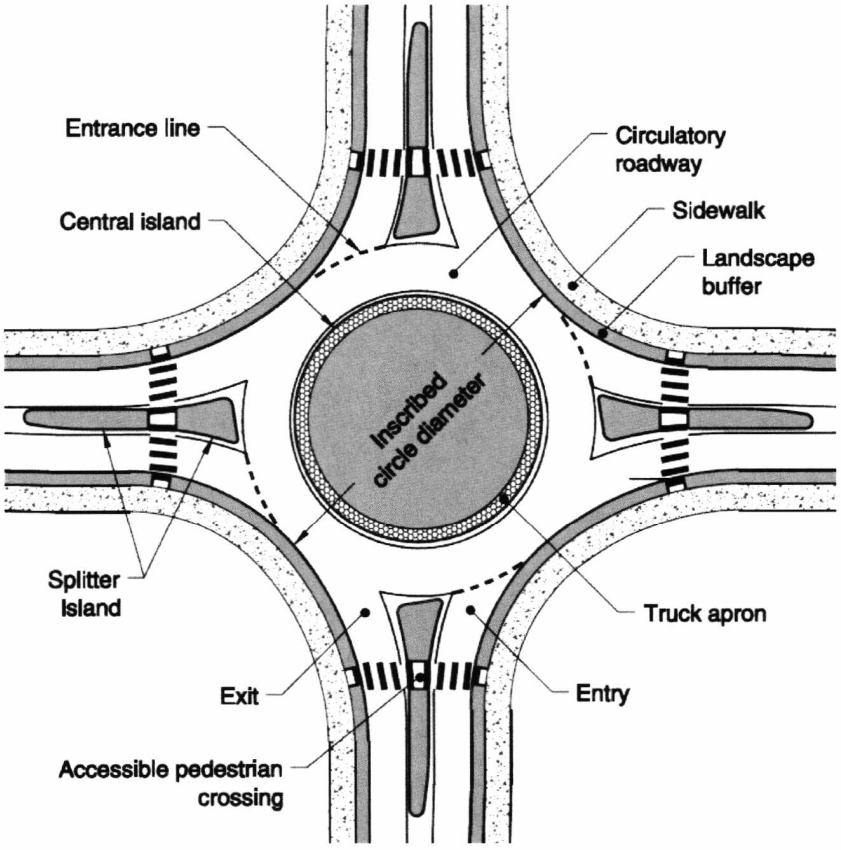


Figure 7.10.1 – General Roundabout Features

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.

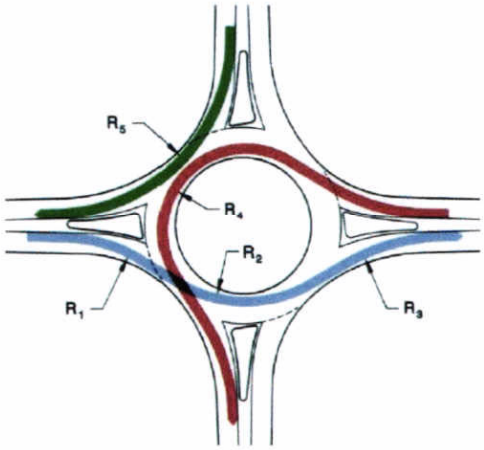


Figure 7.10.2 – Fastest Paths

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.

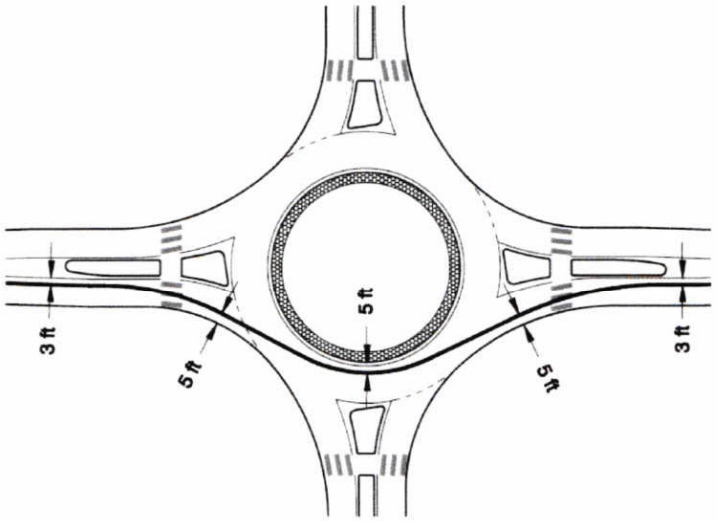


Figure 7.10.3 – Measurement of Fastest Path

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.

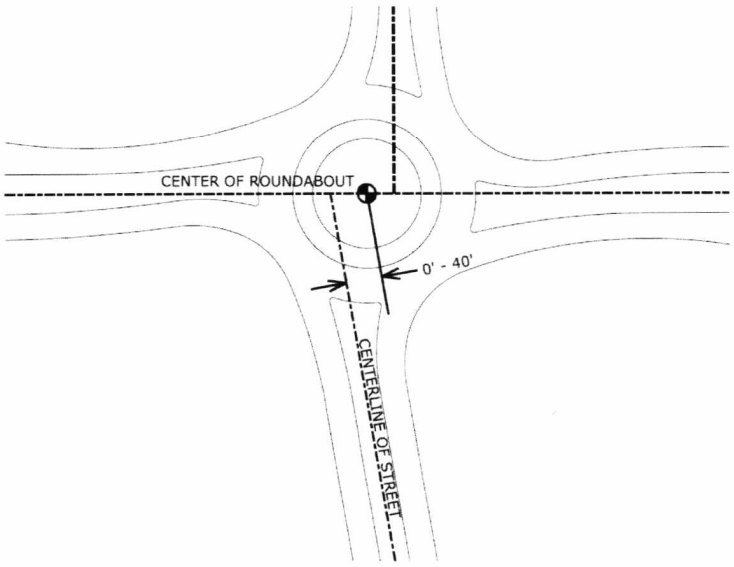


Figure 7.10.4 – Acceptable Centerline Offsets

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.

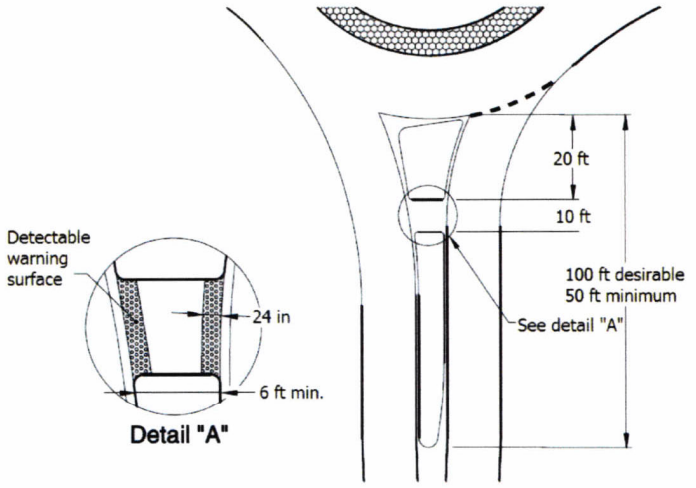


Figure 7.10.5 – Splitter Island Dimensions

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.

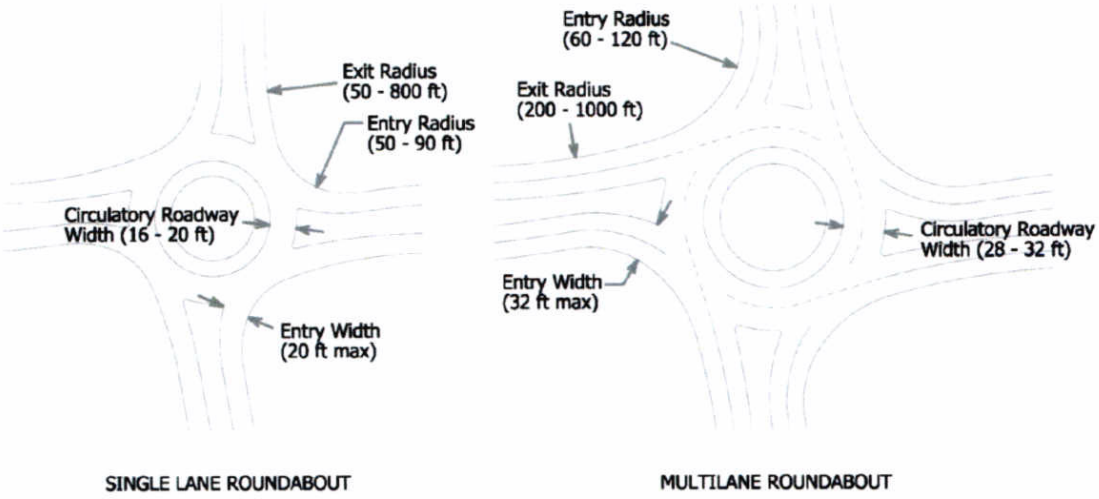


Figure 7.10.6 – Entry and Exit Radius, Entry, and Circulating Width

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.

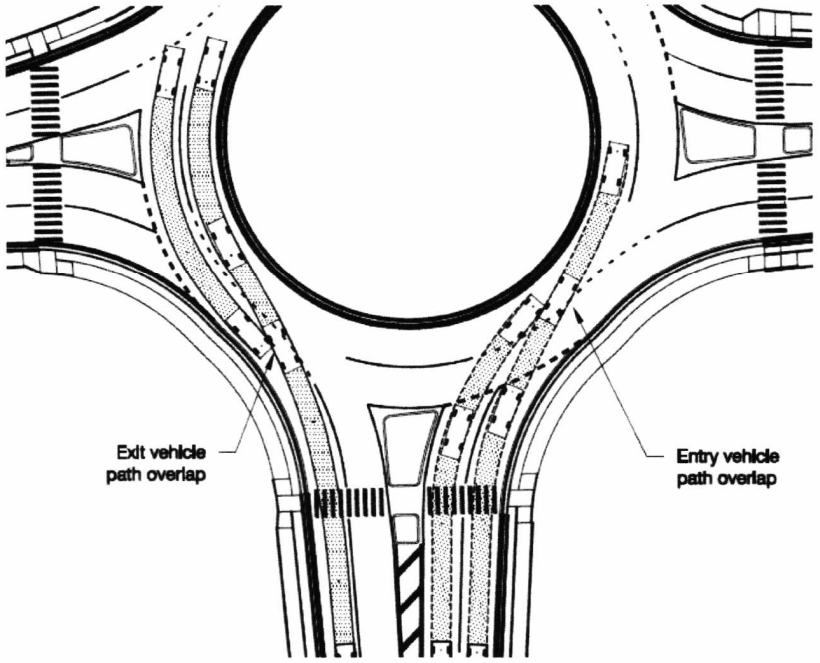


Figure 7.10.7 – Examples of Path Overlap

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.

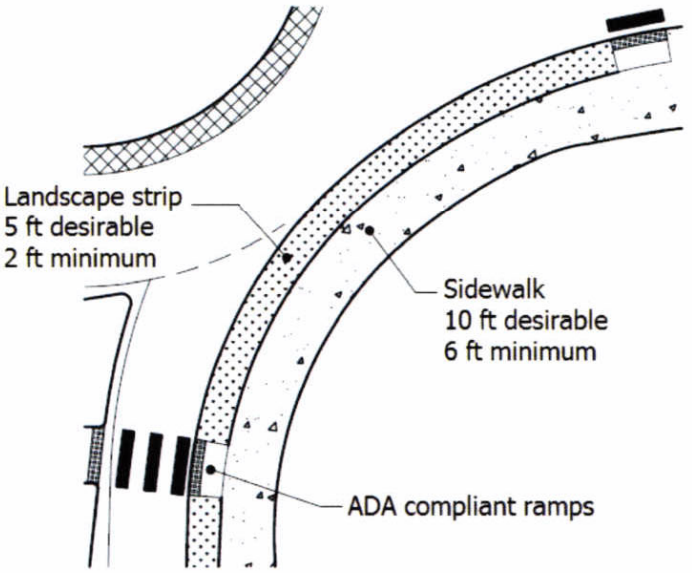


Figure 7.10.8 – Sidewalk Dimensions

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.

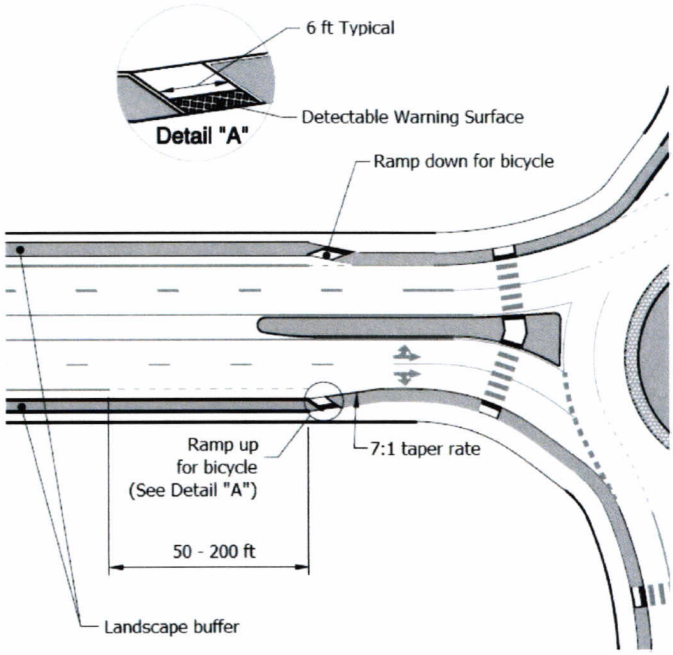


Figure 7.10.9 – Bicycle Slip Ramp

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.

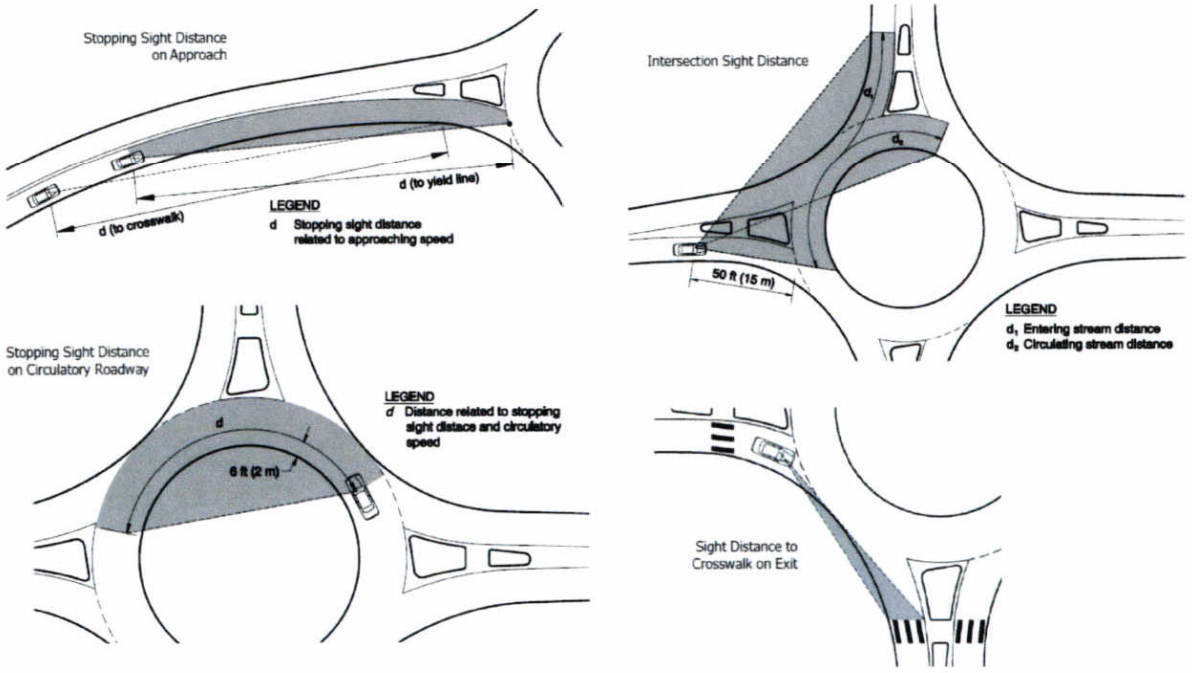


Figure 7.10.10 – Stopping Sight Distance and Intersection Sight Distance triangles

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.

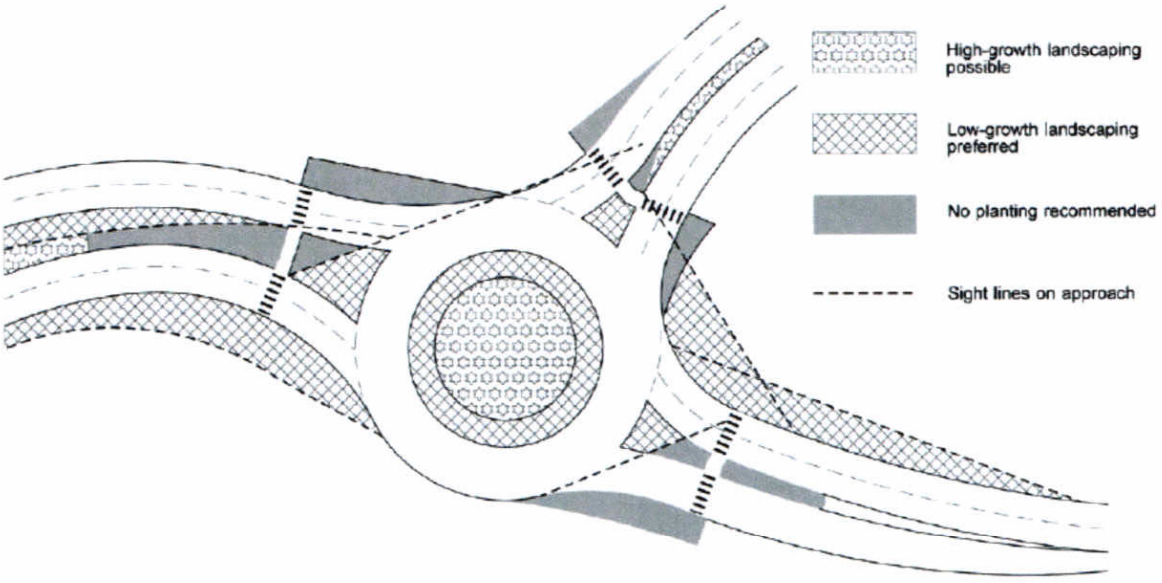


Figure 7.10.11 – Planting patterns related to combined sight triangles

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.

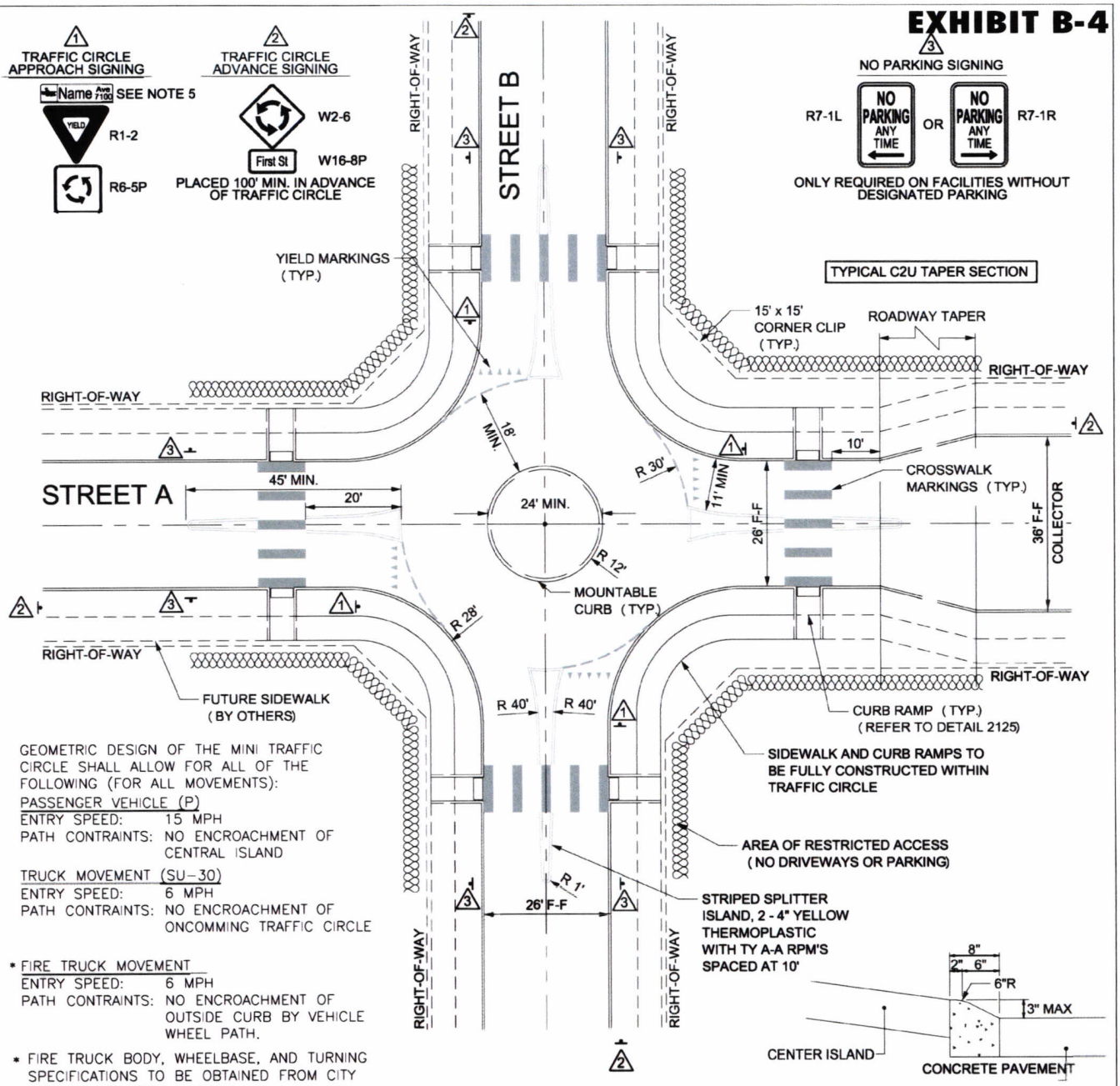
Midblock crossings are locations between intersections where a marked crosswalk is provided. In general, midblock crossings are installed at locations with a high volume of pedestrian traffic. They are typically used near major pedestrian destinations, such as schools or bike trails, where people might 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 B-4



MOUNTABLE CURB DETAIL
NTS

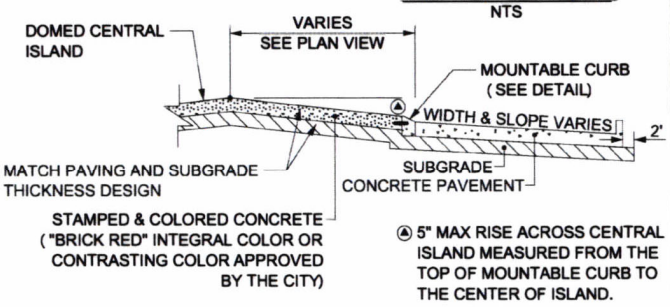
GEOMETRIC DESIGN OF THE MINI TRAFFIC CIRCLE SHALL ALLOW FOR ALL OF THE FOLLOWING (FOR ALL MOVEMENTS):

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 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

SCALE
0 100 200 400

MTA-45006
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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

Waller County Road & Bridge Department
775 Bus 290 E – Hempstead TX 77445
979-826-7670 www.co.waller.tx.us

RECEIVED
Item 40.
FEB 20 2024
$100.00 Fee
By PAT email

SINGLE FAMILY VARIANCE REQUEST APPLICATION

This form is used to request a variance to Waller County Standards. No variance will be granted unless the general purpose and intent of the Standards is maintained. Any variance granted will only be applicable to the specific site and conditions for which the variance was granted, and will not modify or change any standards as they apply to other sites or conditions.

The applicant must clearly demonstrate that the variance request meets minimum acceptable engineering and safety standards. The applicant must also clearly demonstrate that the variance is not detrimental to the health, safety, and welfare of the public.

Instructions: Complete all fields below. Additional sheets may be attached, however, a summary of your responses must be included in the spaces provided below. Simply stating "see attached" is considered insufficient information.

PROPERTY OWNER INFORMATION	
Name:	MINA P TORRANCE
Mailing Address:	38994 Mt. Zion RD
City, State, Zip:	PATTISON, TX, 77423
Email:	pitty.torrance@yahoo.com
Phone:	832-302-4220

APPLICANT INFORMATION	
Name:	MINA P TORRANCE
Mailing Address:	38994 Mt Zion RD
City, State, Zip:	PATTISON, TX, 77423
Email:	pitty.torrance@yahoo.com
Phone:	832-302-4220

Location of Parent Tract (Picture of posted 9-1-1 numbers required before variance will be granted)

Address of Property 38994 Mt. Zion RD. Property ID # 188850 Acreage 2½

PLEASE PROVIDE THE FOLLOWING:

- [x] Sketch, drawing, boundary survey or WCAD map noting proposed development
- [x] Copy of Recorded Deed

VARIANCE REQUEST OVERVIEW & JUSTIFICATION

Note the specific regulation(s) to which this variance is being requested. Describe why the County's minimum requirements can't be met and what the proposed deviation will achieve. (Attached additional sheets if more room is needed.)

WE MOVED A MOBILE HOME for my SON ON this PROPERTY BECAUSE WE thought IS WAS UNRESTRICTED. THERE ARE NOW 2 HOMES ON this PROPERTY AND it IS ONLY 2½ ACERS. WE DID Not KNOW it had to BE 3 ACERS. WE ARE ASKING for AN EXCEPTION to KEEP the home ON the PROPERTY. I AM A SENIOR AND I NEED my SON'S HELP.

OWNER/APPLICANT CERTIFICATION & ACKNOWLEDGEMENT

The owner and applicant declare under the penalty of perjury, and any other applicable state or federal law, that all information provided on this form and submitted attachments are true, factual, and accurate. The owner and applicant also hereby acknowledge any false misleading information contained herein is grounds for variance denial and/or permit revocation.

MINA P TORRANCE	Mina P	2/20/24
Printed Owner/Applicant Name	Signature Owner/Applicant	Date

OFFICE USE ONLY

- [x] Approved
- [ ] Denied

NOTES

Waller County Commissioner Pct 1 2 3 4 Date

March 20, 2024

Waller County Judge Date

OFFICE USE ONLY Payment: Cash _____ Check _____ # _____ CC 100- ID # 10029128265 1

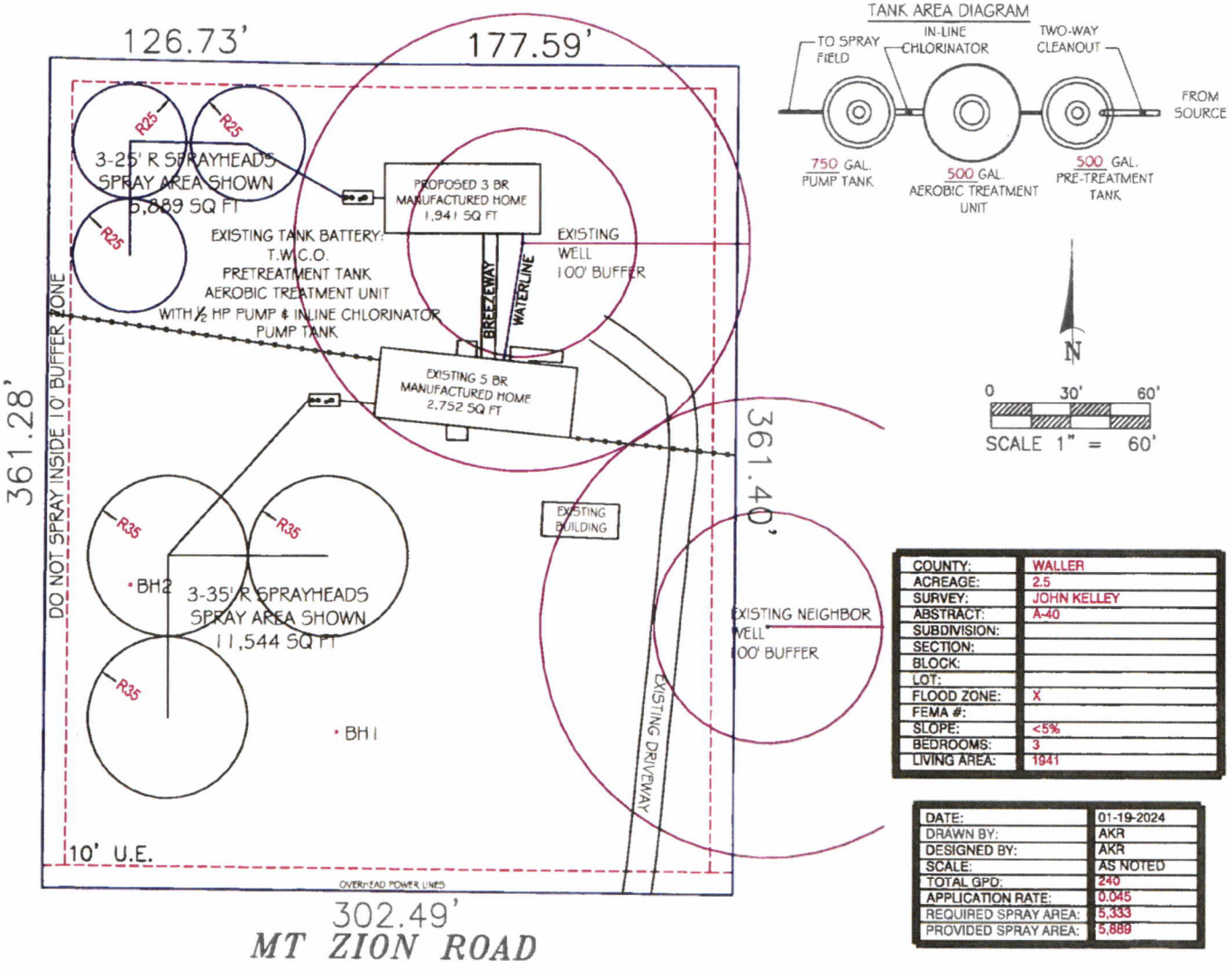
ROSS DESIGN SERVICE
P.O. Box 1167
Pinehurst, TX 77362
281-384-3976
ANDREW@ROSSDESIGNSERVICE.COM

MINA TORRANCE
38994 MT ZION ROAD
BROOKSHIRE, TEXAS 77423

-Chlorinator must be NSF/ANSI approved as stated in OSSF Title 30, TAC Chapter 285
- High water alarm must be audible and visual

RECEIVED
FEB 26 2024
By

Option 1



TANK AREA DIAGRAM

COUNTY:	WALLER
ACREAGE:	2.5
SURVEY:	JOHN KELLEY
ABSTRACT:	A-40
SUBDIVISION:	
SECTION:	
BLOCK:	
LOT:	
FLOOD ZONE:	X
FEMA #:	
SLOPE:	<5%
BEDROOMS:	3
LIVING AREA:	1941

DATE:	01-19-2024
DRAWN BY:	AKR
DESIGNED BY:	AKR
SCALE:	AS NOTED
TOTAL GPD:	240
APPLICATION RATE:	0.045
REQUIRED SPRAY AREA:	5,333
PROVIDED SPRAY AREA:	5,889

PROPOSED ON-SITE SEWAGE FACILITY	
EQUIPMENT SPECIFICATIONS	
PRETREATMENT TANK:	500 GALLON – PRE-CAST CONCRETE
AEROBIC TREATMENT UNIT:	500 GALLON – PROFLO500 OR EQUAL
PUMP TANK:	750 GALLON – PRE-CAST CONCRETE
SPRAYHEADS:	RAINBIRD –25' RADIUS – R50LA OR EQUAL
TANK NOTES	
1. TANKS NOT BUILT FOR TRAFFIC BEARING LOADS 2. TANKS INSTALLED IN LINE ON 90° OFFSETS	
MISCELLANEOUS NOTES	
1. MAINTAIN ALL BUFFER ZONES SHOWN ON DRAWING 2. PRIVATE WATER WELL MUST BE A MINIMUM OF 50 FT. FROM SEPTIC TANKS AND 100FT. FROM SPRAY FIELD UNLESS IT IS PRESSURE CEMENTED. THEN IT MUST BE 50 FT. FROM SEPTIC TANKS AND SPRAY FIELD.	
BUFFER ZONE NOTES	
–SEPTIC TANKS MUST BE AT LEAST 10 FT. FROM: – ANY EASEMENT NOT SHOWN ON DRAWING. – 5' FROM ANY SLAB.	

GENERAL NOTES:

1. AN ON-SITE SEWAGE LICENSE MUST BE OBTAINED PRIOR TO INSTALLING THIS WASTEWATER DISPOSAL SYSTEM.
2. SYSTEM INSTALLATION MUST BE BY A REGISTERED INSTALLER OF ON-SITE SEWAGE FACILITIES AS REQUIRED BY ARTICLE 4477-7E OF VERNONS CIVIL STATUTES OR BY THE OWNER OF THE PROPERTY UNDER LICENSE. NO COMPONENT OF THIS SYSTEM SHALL BE COVERED UP WITHOUT COUNTY'S APPROVAL.
3. IF ANY DISCREPANCIES EXIST BETWEEN THIS DESIGN AND ACTUAL FIELD CONDITIONS IT IS THE INSTALLER'S RESPONSIBILITY TO IMMEDIATELY NOTIFY THE ENGINEER AND THE JURISDICTION PRIOR TO BEGINNING OF CONSTRUCTION.
4. ALL CONSTRUCTION METHODS AND MATERIALS MUST BE IN ACCORDANCE WITH COUNTY AND STATE RULES AND POLICIES, UNLESS SPECIFICALLY NOTED ON THESE DRAWINGS AND ARE APPROVED BY THE JURISDICTION.
5. SITE SHALL BE CAREFULLY FINISH GRADED AFTER CONSTRUCTION OF SYSTEM IS COMPLETED, TO PROVIDE ADEQUATE STORM WATER DRAINAGE. ABSORPTION AREA SHALL BE CROWNED. DRAINAGE SWALES SHALL BE CONSTRUCTED TO ADEQUATELY CONVEY STORM WATER DRAINAGE AWAY FROM ABSORPTION AREA.
6. THIS SYSTEM INSTALLED AND OPERATED IN ACCORDANCE WITH THIS PLAN SHALL NOT PRESENT A HAZARD TO PUBLIC HEALTH, OR THREATEN PROPOSED OR ADJACENT WATER WELLS.
7. THERE SHALL BE AT LEAST ONE DAY OF DRY STORAGE VOLUME OF ONE-THIRD THE DAILY FLOW BETWEEN THE ALARM-ON LEVEL AND THE INLET TO THE PUMP TANK.
8. IF SYSTEM IS LOCATED IN FLOOD PLAIN, THEN ALL ELECTICAL COMPONENTS NEED TO BE INSTALLED 18" ABOVE BASE FLOOD ELEVATION.
9. PUMP TANK FLOAT ELEVATIONS MUST BE SET IN COMPLIANCE WITH 30 TAC 285.33(d)(2)(G)(ii)(I)
10. SPRAY HEADS TO BE NO CLOSER THAN 10' FROM TREES OR OTHER OBSTRUCTIONS THAT INTERFERE WITH SPRAY PATTERN.
11. TIMER MUST BE SET TO DISCHARGE BETWEEN THE HOURS OF MIDNIGHT AND 5 am.

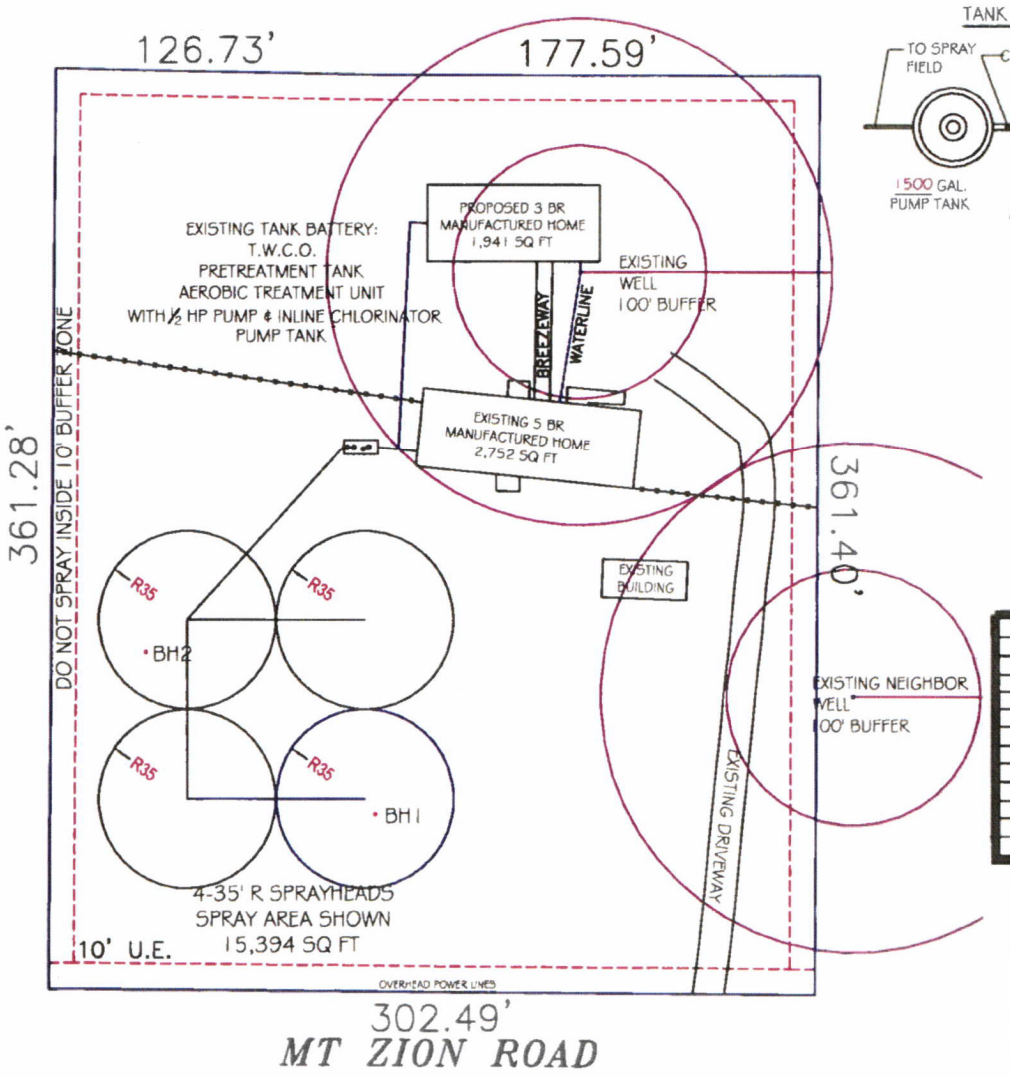
ROSS DESIGN SERVICE
P.O. Box 1167
Pinehurst, TX 77362
281-384-3976
ANDREW@ROSSDESIGNSERVICE.COM

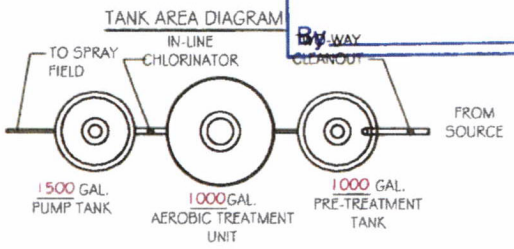
MINA TORRANCE
38994 MT ZION ROAD
BROOKSHIRE, TEXAS 77423

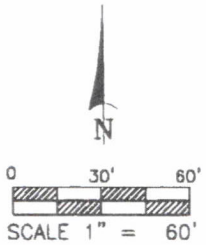
-Chlorinator must be NSF/ANSI approved as stated in OSSF Title 30, TAC Chapter 285
- High water alarm must be audible and visual

RECEIVED
FEB 26 2024
By

Option 2







COUNTY:	WALLER
ACREAGE:	2.5
SURVEY:	JOHN KELLEY
ABSTRACT:	A-40
SUBDIVISION:	
SECTION:	
BLOCK:	
LOT:	
FLOOD ZONE:	X
FEMA #:	
SLOPE:	<5%
BEDROOMS:	5 & 3
LIVING AREA:	2752 & 1941

DATE:	01-19-2024
DRAWN BY:	AKR
DESIGNED BY:	AKR
SCALE:	AS NOTED
TOTAL GPD:	360+240=600
APPLICATION RATE:	0.045
REQUIRED SPRAY AREA:	13,333
PROVIDED SPRAY AREA:	15,394

PROPOSED ON-SITE SEWAGE FACILITY	
EQUIPMENT SPECIFICATIONS	
PRETREATMENT TANK:	1000 GALLON – PRE-CAST CONCRETE
AEROBIC TREATMENT UNIT:	1000 GALLON – PROFLO1000 OR EQUAL
PUMP TANK:	1500 GALLON – PRE-CAST CONCRETE
SPRAYHEADS:	RAINBIRD –35' RADIUS – R50LA OR EQUAL
TANK NOTES	
1. TANKS NOT BUILT FOR TRAFFIC BEARING LOADS	
2. TANKS INSTALLED IN LINE ON 90° OFFSETS	
MISCELLANEOUS NOTES	
1. MAINTAIN ALL BUFFER ZONES SHOWN ON DRAWING	
2. PRIVATE WATER WELL MUST BE A MINIMUM OF 50 FT. FROM SEPTIC TANKS AND 100FT. FROM SPRAY FIELD UNLESS IT IS PRESSURE CEMENTED. THEN IT MUST BE 50 FT. FROM SEPTIC TANKS AND SPRAY FIELD.	
BUFFER ZONE NOTES	
–SEPTIC TANKS MUST BE AT LEAST 10 FT. FROM: – ANY EASEMENT NOT SHOWN ON DRAWING. – 5' FROM ANY SLAB.	

GENERAL NOTES:

1. AN ON-SITE SEWAGE LICENSE MUST BE OBTAINED PRIOR TO INSTALLING THIS WASTEWATER DISPOSAL SYSTEM.
2. SYSTEM INSTALLATION MUST BE BY A REGISTERED INSTALLER OF ON-SITE SEWAGE FACILITIES AS REQUIRED BY ARTICLE 4477-7E OF VERNONS CIVIL STATUTES OR BY THE OWNER OF THE PROPERTY UNDER LICENSE. NO COMPONENT OF THIS SYSTEM SHALL BE COVERED UP WITHOUT COUNTY'S APPROVAL.
3. IF ANY DISCREPANCIES EXIST BETWEEN THIS DESIGN AND ACTUAL FIELD CONDITIONS IT IS THE INSTALLER'S RESPONSIBILITY TO IMMEDIATELY NOTIFY THE ENGINEER AND THE JURISDICTION PRIOR TO BEGINNING OF CONSTRUCTION.
4. ALL CONSTRUCTION METHODS AND MATERIALS MUST BE IN ACCORDANCE WITH COUNTY AND STATE RULES AND POLICIES, UNLESS SPECIFICALLY NOTED ON THESE DRAWINGS AND ARE APPROVED BY THE JURISDICTION.
5. SITE SHALL BE CAREFULLY FINISH GRADED AFTER CONSTRUCTION OF SYSTEM IS COMPLETED, TO PROVIDE ADEQUATE STORM WATER DRAINAGE. ABSORPTION AREA SHALL BE CROWNED. DRAINAGE SWALES SHALL BE CONSTRUCTED TO ADEQUATELY CONVEY STORM WATER DRAINAGE AWAY FROM ABSORPTION AREA.
6. THIS SYSTEM INSTALLED AND OPERATED IN ACCORDANCE WITH THIS PLAN SHALL NOT PRESENT A HAZARD TO PUBLIC HEALTH, OR THREATEN PROPOSED OR ADJACENT WATER WELLS.
7. THERE SHALL BE AT LEAST ONE DAY OF DRY STORAGE VOLUME OF ONE-THIRD THE DAILY FLOW BETWEEN THE ALARM-ON LEVEL AND THE INLET TO THE PUMP TANK.
8. IF SYSTEM IS LOCATED IN FLOOD PLAIN, THEN ALL ELECTICAL COMPONENTS NEED TO BE INSTALLED 18" ABOVE BASE FLOOD ELEVATION.
9. PUMP TANK FLOAT ELEVATIONS MUST BE SET IN COMPLIANCE WITH 30 TAC 285.33(d)(2)(G)(III)(1)
10. SPRAY HEADS TO BE NO CLOSER THAN 10' FROM TREES OR OTHER OBSTRUCTIONS THAT INTERFERE WITH SPRAY PATTERN.
11. TIMER MUST BE SET TO DISCHARGE BETWEEN THE HOURS OF MIDNIGHT AND 5 am.

38994
188850
Outside
MT ZION RD

VOL 1382 PG685

1306583

Return to:
Katharine Burkhalter, Attorney at Law retained by:
Orion Financial Group, Inc.
2860 Exchange Blvd., Suite 100
Southlake, TX 76092

SPECIAL WARRANTY DEED

STATE OF Texas)
COUNTY OF Waller)

TORRANCE MM *13081079*

THIS INDENTURE, made and entered into on 10/02/2013, by and between ASSOCIATES FIRST CAPITAL CORPORATION SUCCESSOR BY MERGER TO ASSOCIATES FINANCIAL SERVICES COMPANY, INC. A/K/A ASSOCIATES FINANCIAL SERVICES CO., INC. , Grantor, whose address is 4000 Regent Blvd., Irving, TX 75063, and MINA PAT TORRANCE , whose address is 38994 Mt. Zion Rd., Pattison, TX 77423-2070, Grantee.

WITNESSETH, that the Grantor, in consideration of the sum of Ten and 00/100 ($10.00) Dollars, to the Grantor in hand paid by the Grantee, and other valuable consideration, the receipt whereof is hereby acknowledged, the Grantor does grant, bargain, sell and convey unto the Grantee, the following described real property, to-wit:

SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD THE SAME, together with all hereditaments and appurtenances thereunto belonging, or in any wise appertaining, to Grantee, Grantee's heirs and assigns, in fee simple.

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

This conveyance is made subject to: i) all validly existing covenants, restrictions, easements and encumbrances of record and all validly existing easements, rights of way and prescriptive rights, whether of record or not; ii) all mineral reservations or oil, gas and mineral leases, outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, which affect the property; iii) any valid rules, regulations, rights of way, and easements in favor of any water or other district in which the property is located; iv) validly existing rights of adjoining owners in any walls and fences situated on a common boundary, any discrepancies, conflicts or shortages in area or boundary lines, and any encroachments or overlapping of improvements, and; v) subject to the lien of taxes for any prior year and the current year, and assessments, now or hereafter due, including assessments arising from a change in land usage, ownership or both, all of which Grantee agrees to pay.

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

VOL 1382 PG686

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hand and seal on this the day and year first above written.

ASSOCIATES FIRST CAPITAL CORPORATION
SUCCESSOR BY MERGER TO ASSOCIATES FINANCIAL
SERVICES COMPANY, INC. A/K/A ASSOCIATES
FINANCIAL SERVICES CO., INC.

By _____

Melanie A. Arndt, Vice President (SEAL)

STATE OF Texas)
COUNTY OF Tarrant)

I, Julie Bacon, the undersigned, a Notary Public in and for said State and County, hereby certify that Melanie A. Arndt, Vice President of/ for ASSOCIATES FIRST CAPITAL CORPORATION SUCCESSOR BY MERGER TO ASSOCIATES FINANCIAL SERVICES COMPANY, INC. A/K/A ASSOCIATES FINANCIAL SERVICES CO., INC., whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he/she executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand and seal on 10/02/2013

_____

NOTARY PUBLIC, Julie Bacon
My commission expires: November 30, 2014

JULIE BACON
MY COMMISSION EXPIRES
November 30, 2014

Exhibit A

BEING A 2.500 ACRE TRACT OF LAND OUT OF A 47.815 ACRE TRACT OF LAND CALLED 48.690 ACRES RECORDED IN VOLUME 306, PAGE 654 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS AND BEING IN THE JOHN KELLY SURVEY, ABSTRACT 40, WALLER COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1 1/4 INCH IRON PIPE FOUND AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF MT. ZION ROAD (80 FEET WIDE) WITH THE WEST RIGHT-OF-WAY LINE OF BULLER ROAD (80 FEET WIDE);

THENCE: NORTH 89 DEG. 23' 27" WEST 1561.07 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF MT. ZION ROAD TO A 1/2 INCH IRON ROD SET;

THENCE: NORTH 89 DEG. 28' 50" WEST 681.57 FEET ALON THE NORTH RIGHT-OF-WAY LINE OF SAID MT. ZION ROAD TO A 1/2 INCH IRON ROD SET AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE: NORTH 89 DEG 28' 50" WEST 302.08 FEET ALONG THE NORTH RIGHT -OF-WAY LINE OF MT. ZION ROAD TO A 1/2 INCH IRON ROD SET;

THENCE: NORTH 0 DEG. 31' 10" EAST 360.57 FEET TO A 1/2 INCH IRON ROD SET IN IN THE SOUTH LINE OF A CERTAIN CALLED 30.00 ACRE TRACT OF LAND RECORDED IN VOLUME 306, PAGE 338 OF SAID DEED RECORDS;

THENCE : SOUTH 89 DEG. 27' 20" EAST 193.47 FEET ALONG THE

Exhibit A

SOUTH LINE OF SAID 30.00 ACRE TRACT TO A 1 1/4 INCH IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF SAID 30.00 ACRE TRACT, THE SAME BEING THE SOUTHWEST CORNER OF THE RESIDUE OF A .25 ACRE TRACT OF LAND RECORDED IN VOLUME 101, PAGE 631 OF SAID DEED RECORDS OF WHICH SAID 30.00 ACRE TRACT IS A PART OF;

THENCE: SOUTH 89 DEG. 26' 30" EAST 108.61 FEET ALONG THE SOUTH LINE OF SAID RESIDUE TRACT TO A 1/2 INCH IRON ROD SET;

THENCE: SOUTH 0 DEG. 31' 10" WEST 360.42 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 2.500 ACRE OF LAND.

THE BEARINGS RECITED HEREIN ARE BASED ON THE WEST LINE OF BULLER ROAD RUNNING NORTH 9 DEG. 04' 28" WEST.

THIS SURVEY CONSISTS OF A SEPARATE PLAT AND A LEGAL DESCRIPTION.

VOL 1382 PG 689

1306583

FILED FOR RECORD

13 OCT -7 PM 1:17

DEBBIE HOLLAN
COUNTY CLERK
WALLER COUNTY, TX.
Kimdmhoff DEPUTY

17.00
5.00
1.00
23.00 pd.

UNION Financial Group Inc.
Assignments • Releases • Document Retrieval
2860 Exchange Blvd. • Suite 100 • Southlake, TX 76092

THE STATE OF TEXAS
COUNTY OF WALLER

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Waller County, Texas, in the Volume and Page as noted hereon by me.

Debbie Hollan

County Clerk, Waller County, Texas

2306007
05/26/2023 02:28:51 PM Total Pages: 2 Fees: $16.00
Debbie Hollan, County Clerk - Waller County, TX

Return To:
T7408-01Y AU 0233287
LIEN RELEASE DEPT
WELLS FARGO BANK, N.A.
P.O. BOX 659250
SAN ANTONIO TX 78265-5150

Prepared By:
WELLS FARGO BANK, N.A.
MEGAN GOERTZ
2701 WELLS FARGO WAY
MAC N9408-04L
MINNEAPOLIS MN 55467
Loan #: **0088630942**

Deed of Release

For Value Received, the present undersigned Beneficiary under a deed of trust executed by MINA P TORRANCE , to ROBERT K FOWLER as Trustee , dated 06/13/2008 , certifies that the Deed of Trust has been fully paid, satisfied or otherwise discharged. The Deed of Trust was recorded in the Deed of Trust Records of Waller County, TX on 06/16/2008, and is indexed as Volume 1114, Page 357, File No. 804228 . The undersigned releases and reconveys, without covenant or warranty, the Deed of Trust and all of its right, title and interest which was acquired by the Trustee under the Deed of Trust
Property Address: **38994 MT ZION ROAD BROOKSHIRE, TX 77423**

IN WITNESS WHEREOF, Wells Fargo Bank, N.A. by the officers duly authorized, has duly executed the foregoing instrument.

Dated this: 05/26/2023

Wells Fargo Bank, N.A.

MEGAN GOERTZ, Vice President Loan Documentation

STATE OF MN
COUNTY OF **Hennepin** } s.s.

On **05/26/2023**, before me, **ANDREA LYNN MORALES**, a Notary Public, personally appeared **MEGAN GOERTZ** as **Vice President Loan Documentation** of **Wells Fargo Bank, N.A.**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Notary Public: **ANDREA LYNN MORALES**
My Commission Expires: **01/31/2027**

ANDREA LYNN MORALES
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/27

Version: 27208cf8

FILED AND RECORDED

Instrument Number: 2306007

Filing and Recording Date: 05/26/2023 02:28:51 PM Pages: 2 Recording Fee: $16.00

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.

CSC, Deputy

Returned To:
WELLS FARGO BANK, N.A.
2701 WELLS FARGO WAY
MAC N9408-04L
MINNEAPOLIS, MN 55467

Texas Department of Housing and Community Affairs
Manufactured Housing Division

RECORD DETAIL

For general information, this is not a Statement of Ownership (SO)

STATEMENT OF OWNERSHIP INFORMATION

Certificate #: MH00286346 Issue Date: 11/15/2008 Election: REAL PROPERTY (Not Perfected)

HOME INFORMATION

Manufacturer: REDMAN HOMES INC [BURLESON]
501 SOUTH BURLESON BOULEVARD
BURLESON, TX 76028

Model: WYNDHAM
Date Manf: 10/18/2002
Square Ftg 2,608
Windzone: 1

License #: MHDMAN00000006

	Label/Seal#	Serial #	Weight	Size
Section 1:	PFS0788067	12403574A	35,800	16 × 86
Section 2:	PFS0788068	12403574B	31,800	16 × 86
Section 3:				
Section 4:				

PHYSICAL LOCATION INFORMATION

Physical Location: 38994 MT. ZION RD. BROOKSHIRE TX 77423 WALLER

OWNERSHIP INFORMATION

Seller/Transferor: TAMI MANNING
JON MANNING

Buyer/Transferee: MINA P. TORRANCE

Mailing Address: PO BOX 294343
LEWISVILLE, TX 75029

Mailing Address: 38938 MT ZION RD
BROOKSHIRE, TX 77423

Right of Survivorship: No Transfer/Sale Date: 06/13/2008

LIEN INFORMATION

First Lien: N/A

Second Lien: N/A

ACTIVE TAX LIEN INFORMATION

ATTACHED ACTIVE TAX LIEN(S)

Year	Recorded	Tax Unit #	Tax Unit Name	Tax Roll Account #	Amount

No Active Tax Liens

UNATTACHED ACTIVE TAX LIEN(S)

Unattached tax liens are liens filed with the department which contain possible discrepancies in the home identification numbers referenced. Because the lien may apply to this home it is being listed so it can be considered. If the lien is from the same county where the home is and/or was installed it may apply to this home.

Year	Recorded	Tax Unit #	Tax Unit Name	Tax Roll Account #	Amount

No Unattached Active Tax Liens

OWNERSHIP HISTORY

Certificate	Issue Date	Seller/Transferor	Owner/Transferee	County	Purchase Date	Election
MH00055077	09/08/2004	MOBILE FACTORY OUTLET	JON MANNING	WALLER	11/26/2002	REAL

OMB Number 1123-0011
Expires December 31, 2024

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: TX2370000
Agency Name: Waller County Sheriff's Office
Type: Sheriff's Office
Mailing Address: 100 Sheriff R. Glenn Smith Dr
Hempstead, TX 77445

Agency Finance Contact
Name: Guidry, Troy Sheriff
Phone: 9798268282
Email: t.guidry@wallercounty.us

Jurisdiction Finance Contact
Name: Younts, Alan
Phone: 979 826 7740
Email: a.younts@wallercounty.us

ESAC Preparer
Name: Wallett, Rebecca
Phone: 9798268282
Email: r.wallett@wallercounty.us

FY End Date: 12/31/2023
Agency FY 2024 Budget: $12,039,603.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$221,369.47	$0.00
2	Equitable Sharing Funds Received	$118,467.10	$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.00
4	Other Income	$0.00	$0.00
5	Interest Income	$115.29	$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$118,582.39	$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	$77,950.86	$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$262,001.00	$0.00

[1]Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2]Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	$0.00	$0.00
b	Training and Education	$0.00	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.00
d	Law Enforcement Equipment	$77,950.86	$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	$0.00	$0.00
f	Contracts for Services	$0.00	$0.00
g	Law Enforcement Travel and Per Diem	$0.00	$0.00
h	Law Enforcement Awards and Memorials	$0.00	$0.00
i	Drug, Gang, and Other Education or Awareness Programs	$0.00	$0.00
j	Matching Grants	$0.00	$0.00
k	Transfers to Other Participating Law Enforcement Agencies	$0.00	$0.00
l	Support of Community-Based Programs	$0.00	
m	Non-Categorized Expenditures	$0.00	$0.00
n	Salaries	$0.00	$0.00
	Total	$77,950.86	$0.00

Date Printed: 02/26/2024

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Craine, Rutledge
Company: Rutledge Craine & Company
Phone: 817-265-9989 **Email:** a.younts@wallercounty.us

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for t jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES [X] NO [ ] THRESHOLD NOT MET [ ]

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 994235

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. **Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies

8. **Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Guidry, Troy
Title: County Sheriff
Email: t.guidry@wallercounty.us

Signature: _____ Date: 2·27·24

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures

Governing Body Head

Name: Duhon, Trey
Title: County Judge
Email: t.duhon@wallercounty.us

Signature: _____ Date: 2-26-2024

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

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ORDER FORM

GoTo Technologies USA, Inc.
333 Summer Street
Boston, MA 02210

CONTACT INFORMATION.

Customer: Waller County Sheriff's Office **Address**: 100 Sheriff R Glenn Smith Dr, Hempstead, TX United States, 77445-3002 **Main Contact**: Jeffrey Schillinger **Email**: j.schillinger@wallercounty.us **Phone**: +19798268282 **VAT/TVA/ABN Number:**	**GoTo Representative**: **Name**: Sean Benoit **Email**: sean.benoit@goto.com **Phone**: **Fax:** **QUOTE OR OID #**: Q-823624 **UID #**: 6031808878 **Opp ID #**: 2402127431757 **Quote Date:** 03-06-2024 **Quote Expiration Date:** 04-04-2024

TERM & BILLING INFORMATION.

Payment Method: Invoice
Term & Billing Frequency: Annual Annual
Payment Terms: Net 30

AGREEMENT.

This Order Form is governed by the terms of the Terms of Service found at https://www.goto.com/company/legal/terms-and-conditions unless: Customer has a written agreement mutually agreed upon by GoTo for such Services, in which case such written agreement will govern; or (ii) to the extent otherwise set forth in the Supplemental Terms below. The foregoing shall exclude any terms and conditions referenced on a Customer purchase order and will incorporate the Contracting Entities Table and the Service Descriptions.

Supplemental Terms: Notwithstanding anything to the contrary in the Agreement, the following supplemental Terms apply:

Purchase Order Process:
If the order is in excess of 50K USD, or this order's currency equivalent, GoTo requires a PO with the executed order in the name of the contracting entity noted above. Please complete:
Require a PO?
Requires a PO, see below:
Customer PO#: PO Expiration Date (if applicable):

SIGNATURES. By signing below, the signatory represents it is legally authorized to enter into the Agreement and agrees to be bound to all terms contained in the Agreement.

CUSTOMER: Waller County Sheriff's Office		If Billing Contact is different than above, please provide:
Signature:		**Billing Address**:
Name:	Carbett "Trey" J. Duhon, III	**Billing/Invoicing Contact**: **Telephone**: **Email**:
Title:	County Judge Customer Authorized Signatory	
Date:	March 20, 2024	

SERVICES & FEE SUMMARY. You agree to use the Services in accordance with the applicable Use Levels. All fees are exclusive of VAT, GST and any other applicable taxes and/or fees.

Product Name	Purchase Type	Subscription Term (Months)	Billing Frequency	Quantity	Unit Price (Monthly)	Total Price
GoTo Resolve Remote Support (Named) V2 - 1 Agent	New	12	Annual	3	USD 40.00	USD 1,440.00
					TOTAL AMOUNT:	USD 1,440.00

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GLO CONTRACT NO. 24-065-015-E172
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION PROGRAM – REGIONAL MITIGATION PROGRAM PROJECTS
NON-RESEARCH & DEVELOPMENT
MITIGATION FUNDING

The **GENERAL LAND OFFICE** (the "GLO"), a Texas state agency, and **WALLER COUNTY**, Texas Identification Number (TIN) **17460010790** ("Subrecipient"), each a "Party" and collectively the "Parties," enter into this Subrecipient agreement (the "Contract") under the U.S. Department of Housing and Urban Development's Community Development Block Grant Mitigation ("CDBG-MIT") program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) 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 major declared disasters that occurred in 2015, 2016, or 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-MIT Federal Award Number B-18-DP-48-0002, awarded January 12, 2021, as may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, "Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii"), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) **Scope of Project**

The purpose of this Contract is to set forth the terms and conditions of Subrecipient's participation in the CDBG-MIT program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Activities defined in **Attachment A** (the "Project"). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

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(b) **Subaward**

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **$6,732,697.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

ATTACHMENT A:	Performance Statement, Budget, and Benchmarks
ATTACHMENT B:	Federal Assurances and Certifications
ATTACHMENT C:	General Affirmations
ATTACHMENT D:	Nonexclusive List of Applicable Laws, Rules, and Regulations
ATTACHMENT E:	Special Conditions
ATTACHMENT F:	Monthly Activity Status Report
ATTACHMENT G:	GLO Information Security Appendix
ATTACHMENT H:	Contract Reporting Template

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-MIT program, including, without limitation, the following:

(a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

(b) the relevant Federal Register publications;

(c) the Action Plan;

(d) the Method of Distribution (as applicable);

(e) Other guidance posted at: https://recovery.texas.gov/action-plans/mitigation/index.html; and

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(f) Other guidance posted at: https://www.hudexchange.info/.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

1.04 DEFINITIONS

"Acquisition" means the purchase by Subrecipient of residential real property in a floodplain or Disaster Risk Reduction Area for any public purpose, as further defined in 42 U.S.C. § 5305(a)(1). Subrecipient may acquire property through the property owner's voluntary relinquishment of the property upon Subrecipient's purchase of it or through Subrecipient's eminent domain authority.

"Act" means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

"Action Plan" means the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan, as amended, found at https://recovery.texas.gov/action-plans/mitigation/index.html.

"Activity" means a defined class of works or services eligible to be accomplished using CDBG-MIT funds. Activities are specified in Subrecipient's Performance Statement and Budget in **Attachment A**.

"Administrative and Audit Regulations" means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

"Advance Payment" means any payment issued by the GLO to Subrecipient before Subrecipient disburses awarded funds for Program purposes, as further defined at 2 C.F.R. § 200.1 and 2 C.F.R. § 200.305.

"Amendment" means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

"Application" or "Grant Application" means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

"As-Built Plans" means the revised set of drawings submitted by a contractor upon completion of a project or a particular job that reflects all changes made in the specifications and working drawings during the construction process and show the exact dimensions, geometry, and location of all elements of the work completed under the project.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

"Audit Certification Form" means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in accordance with **Section 4.01** of this Contract, to identify Subrecipient's fiscal year expenditures.

"AUGF" means HUD Form 7015.16, *Authority to Use Grant Funds*.

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"Benchmark" means the milestones identified in **Attachment A** that define actions and Deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

"Budget" means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A.**

"Buyout" means an Acquisition of real property in a floodplain or Disaster Risk Reduction Area that Subrecipient makes with the intent to reduce risk of real and personal property damage from future flooding events. Real property purchased under a local Buyout program is subject to post-acquisition land-use restrictions, which require that any structures on the property be demolished or relocated and the land be reverted to a natural floodplain, converted into a retention area, or retained as green space for recreational purposes.

"CDBG-MIT" means the Community Development Block Grant Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

"Certificate of Construction Completion" or "COCC" means a document to be executed by Subrecipient, Subrecipient's construction contractor, and Subrecipient's engineer for each construction project that, when fully executed, provides final performance measures for the project and indicates acceptance of the completed project.

"C.F.R." means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

"COG" means Council of Governments, a political subdivision responsible for representing member local governments, mainly cities and counties, seeking to provide cooperative planning, coordination, and technical assistance on issues of mutual concern crossing jurisdictional lines.

"Contract" means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

"Contract Documents" means the documents listed in **Section 1.02**.

"Contract Period" means the period of time between the effective date of the Contract and its expiration or termination date.

"Deliverable" means a work product required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A**.

"Disaster Risk Reduction Area" means a clearly delineated area established by Subrecipient in which real property suffered damage from a disaster for which CDBG-MIT funding has been awarded to Subrecipient and in which the safety and well-being of area residents are at risk from future flooding events.

"DRGR" means the U.S. Department of Housing and Urban Development's Disaster Recovery and Grant Reporting System.

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"Environmental Review Record" or "ERR" means the cumulative documentation required for each Activity or project to certify whether or not the Activity or project was found to have significant impacts on the environment and certify that, in order to reach said conclusion, the required environmental review process was completed in accordance with HUD's environmental regulations.

"Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or $5,000, as further defined at 2 C.F.R. § 200.313.

"Event of Default" means the occurrence of any of the events set forth in **Section 3.03**, herein.

"Federal Assurances" means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B,** attached hereto and incorporated herein for all purposes.

"Federal Certifications" means the document titled "Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87" and Standard Form LLL, "Disclosure of Lobbying Activities," also in **Attachment B**, attached hereto and incorporated herein for all purposes.

"Federal Register" means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development's Federal Register Notice 84 Fed. Reg. 45838 (August 30, 2019) and any other publication affecting CDBG-MIT allocations funding this Contract.

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"FWCR" means Final Wage Compliance Report, a report Subrecipient will prepare at the completion of each federally funded project to certify that all workers on the project have been paid contract-specified prevailing wages and that any restitution owed to workers has been paid.

"GAAP" means "generally accepted accounting principles."

"GASB" means accounting principles as defined by the Governmental Accounting Standards Board.

"General Affirmations" means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

"GLO" means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

"GLO Implementation Manual" means the manual created by the GLO for subrecipients of CDBG-MIT grant allocations to provide guidance and training on the policies and procedures required so that subrecipients can effectively implement CDBG-MIT programs and timely spend grant funds.

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"Grant Completion Report" or "GCR" means a report containing an as-built accounting of all Activities completed under the Project and all information required for final acceptance of Deliverables and Contract closeout.

"Grant Manager" means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

"Guidance Documents" means the documents referenced in **Section 1.03**.

"HUD" means the United States Department of Housing and Urban Development.

"Implementation Schedule" means the schedule that establishes the Project milestones Subrecipient will utilize to ensure timely expenditures and Project completion.

"Infrastructure" means a project involving the creation of, repairs to, or replacement of public-works facilities and systems, including roads, bridges, dams, water and sewer systems, railways, subways, airports, and harbors. The term "Infrastructure" may also include a Planning Study project that relates to or affects Infrastructure facilities or systems.

"Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

"Low- and Moderate-Income" or "LMI" means a family or individual household whose annual income does not exceed eighty percent (80%) of the median family income or such other income limits as determined by HUD. This definition includes Very-Low-, Low-, and Moderate-Income households.

"LMISD" means low-and moderate-income summary data as published by HUD which assists CDBG-MIT grantees in determining whether or not a CDBG-funded activity qualifies as a LMA activity.

"Method of Distribution" or "MOD" means a document developed for a specific region that outlines the distribution of CDBG-MIT funding to counties, cities, and local government entities in the region.

"MID" means "most impacted and distressed," referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

"Monthly Activity Status Report" means a monthly Project Benchmark status report, as required under **Section 4.02,** for which a template is included as **Attachment F** of this Contract.

"NTP" means "notice to proceed," a written authorization from the GLO to Subrecipient that allows Subrecipient to commence the work described in the NTP.

"Performance Statement" means the statement of work for the Project in **Attachment A,** which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

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"Planning" means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

"Program" means the CDBG-MIT program, administered by HUD and the GLO.

"Project" means the work to be performed under this Contract, as described in **Section 1.01(a)** and **Attachment A.**

"Prompt Pay Act" means Chapter 2251 of the Texas Government Code.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Regional Mitigation Program" means the CDBG-MIT program implemented by the GLO under which COGs develop and implement Methods of Distribution allocating CDBG-MIT funds to local entities to reduce future impacts from major disasters in the region, as outlined in the Action Plan.

"Revision" means the GLO's written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

"Start-Up Documentation" means the documents identified in Section 2.8.1 of the GLO Implementation Manual that must be completed and/or submitted to the GLO as specified in **Section 4.01**, below, before the GLO may reimburse Subrecipient for any invoiced expenses.

"Subrecipient" means Waller County, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-MIT Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

"Texas Integrated Grant Reporting System" or "TIGR" means the GLO system of record for documenting and reporting the use of grant funding.

"U.S.C." means the United States Code.

1.05 INTERPRETIVE PROVISIONS

(a) The meaning of a defined term applies to its singular and plural forms.

(b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.

(c) The term "including" means "including, without limitation."

(d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract's terms and a reference to a statute, regulation,

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ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.

(e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.

(f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.

(g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase "in its sole discretion." Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.

(h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.

(i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.

(j) Time is of the essence in this Contract.

(k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment E**; **Attachment B**; **Attachment C**; **Attachment F**; **Attachment G**; **Attachment H**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO's Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any Deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

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A draw request for an Advance Payment must be supported with documentation clearly demonstrating that the Advance Payment is required by Subrecipient in order for Subrecipient to continue carrying out the purpose of the Project.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.

Subrecipient shall make timely payments to its subcontractors in accordance with Chapter 2251 of the Texas Government Code.

Unless otherwise instructed in this Section, Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or within thirty (30) days after the date of Contract termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

2.03 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly unless otherwise authorized by the GLO in writing. Any GLO-authorized use of Program Income by Subrecipient shall be subject to GLO, HUD, and statutory restrictions and requirements.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **July 31, 2026**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first. **Subrecipient must meet all Project Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below**.

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Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period two (2) times for a period of up to one (1) year each. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

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(a) If applicable, Subrecipient shall transfer to the GLO any CDBG-MIT funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-MIT funds awarded under this Contract; and

(b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of $25,000 under this Contract shall be used to meet one of the CDBG-MIT National Objectives pursuant to 24 C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-MIT funded real property in a manner that meets a CDBG-MIT National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.12** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient's correction of the deficiency.

(a) **Start-Up Documentation**

Not later than the close of business sixty (60) calendar days after the effective date of this Contract, Subrecipient must submit its Start-Up Documentation to the GLO.

(b) **Audit Certification Form**

Not later than the close of business sixty (60) calendar days after the end of Subrecipient's fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

(c) **Other Forms**

In conformance with required state and federal laws applicable to the Contract:

(i) Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C,** General Affirmations;

(ii) Subrecipient must execute Standard Form 424D, Federal Assurances for Construction Programs, found at Page 1 of **Attachment B**;

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(iii) Subrecipient must execute the "Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87," found at Page 3 of **Attachment B**; and

(iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, "Disclosure of Lobbying Activities," found at Page 4 of **Attachment B**.

4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in the format prescribed in **Attachment F** (Monthly Activity Status Report) or as otherwise instructed by the GLO Grant Manager, for each individual Activity identified in **Attachment A**. The Monthly Activity Status Report is due on the fifth day of the month following the month in which the reported Activities were performed for the duration of the Contract. Subrecipient shall submit the Monthly Activity Status Reports to the GLO through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager.

4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-MIT grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use the template in **Attachment H** to prepare the monthly reports. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment H** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in published HUD guidance and Federal Register publications governing the CDBG-MIT funding allocation.

4.04 SECTION 3 REPORTING REQUIREMENTS

In accordance with 24 C.F.R. § 75.25, Subrecipient is required to submit to the GLO quarterly reports documenting actions taken to comply with the employment, training, and contracting requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701u), the results of such actions taken, and impediments encountered (if any) to such actions. Subrecipient should maintain records of job vacancies, solicitations of bids or proposals, selection materials and contracting documents (including scopes of work and contract amounts), in accordance with procurement laws and regulations. Records should demonstrate Subrecipient's efforts to achieve the Section 3 numerical goals.

Section 3 quarterly reports are due on the 10th of the month following the quarter's close. The schedule is as follows:

Quarter 1 (Sept-Nov): Due **December 10th**
Quarter 2 (Dec-Feb): Due **March 10th**
Quarter 3 (Mar-May): Due **June 10th**
Quarter 4 (Jun-Aug): Due **September 10th**

Subrecipient is also required to submit an annual report, due on **September 30** of each year during the Contract Period. Forms for the Section 3 quarterly and annual reports may be found at s3-section-3-quarterly-report.xlsx (live.com) and s7-section-3-annual-summary-report.xlsx (live.com). Subrecipient must submit completed forms to the GLO through the TIGR system, as instructed by the GLO Grant Manager.

If Subrecipient conducts no hiring or contracting efforts during a quarter, Subrecipient must report zeros in the quarterly report fields for such and add a note in the "other efforts, see remarks below" field that states that fact.

Subrecipient is not required to develop and implement a Section 3 Plan and assign a Section 3 Coordinator, but these actions are considered best practices.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

(a) Funding for this Contract is appropriated by the Congress of the United States under the act(s) listed in the table below and allocated to the State of Texas by HUD in accordance with Executive Order 12892, to fund disaster relief and recovery efforts in presidentially declared major disaster areas, as defined in Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 *et seq.*).

Congressional Act	Federal Award Identification Number (FAIN)
Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted February 9, 2018, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 *et seq.*) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017	B-18-DP-48-0002

The fulfillment of this Contract is based on those funds being made available under Catalog of Federal Domestic Assistance (CFDA) No. 14.228 to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for noncompliance.

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(b) **Subrecipient must have an assigned Unique Entity Identifier (UEID) and a Commercial and Government Entity (CAGE) code. Subrecipient must report its UEID and CAGE code to the GLO for use in various reporting documents.** A UEID and CAGE code may be obtained by visiting the System for Award Management website at https://www.sam.gov. **Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

5.02 STATE FUNDING

(a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.

(b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that does not meet a CDBG-MIT Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-MIT regulations.**

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

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5.05 FINAL BENCHMARK

(a) **Construction Activities**

To ensure full performance of each construction Activity and the Project, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's construction budget per Activity until completion and acceptance by the GLO of all actions and Deliverables for the Activity, as identified in **Attachment A**.

The GLO shall make the final disbursement to Subrecipient only upon the GLO's receipt and acceptance of the Deliverables identified in **Attachment A** as required for the completion of construction phase.

If Subrecipient has multiple construction subcontracts, an amount equal to five percent (5%) of Subrecipient's construction budget per construction subcontract shall be withheld by the GLO until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A** for the particular project. Separate Deliverables are required per construction subcontract, and associated costs are pro-rated in accordance with budget details in the final GLO-approved Application. If a project includes more than one Environmental Review Record, associated costs are pro-rated in accordance with budget details in the final GLO-approved Application.

(b) **Project Delivery – Grant Administration**

To ensure full performance of this Contract, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's project delivery – grant administration budget until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A**.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

(a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.

(b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 DISCLAIMER REQUIRED

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-MIT Program.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D** and **Attachment E**.

7.02 INSPECTION AND AUDIT

(a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

(b) 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. 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

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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. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

(c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.

(d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.03 PERIOD OF RETENTION

In accordance with federal regulations, all records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-MIT grant, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with **Section 7.01** of this Contract or as otherwise specifically directed by the GLO. **Subrecipient shall provide Monthly Activity Status Reports via the GLO system of record in accordance with Section 4.02 of this Contract.**

8.02 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

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8.03 INSURANCE AND BOND REQUIREMENTS

(a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.

(b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.**

(c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.

(d) **Subrecipient shall require any person or entity performing work on any construction Activity under the Contract to complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied.

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8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

(a) the Texas Comptroller's Vendor Performance Program at https://comptroller.texas.gov/purchasing/; and

(b) the U.S. General Services Administration's System for Award Management at https://www.sam.gov/.

8.06 CHILD SUPPORT OBLIGATION

Subrecipient represents and warrants that it will include the following clause in the award and contract documents for every subaward and subcontract and will require subawardees and subcontractors to certify accordingly: "Under Section 231.006 of the Texas Family Code, the vendor or applicant 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. 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."

8.07 SUBAWARD AND SUBCONTRACT MONITORING

Subrecipient represents and warrants that it will monitor the activities of any subawardee as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. Subrecipient represents and warrants that it will monitor the activities of any subcontractor as necessary to ensure that subcontract funds are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and that subcontract performance goals are achieved.

8.08 EQUIPMENT AND COMPUTER SOFTWARE

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.03** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT Program or (b) retained by Subrecipient after compensating the GLO an amount equal to

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the current fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

8.09 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **Article VII** herein.

8.10 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

8.11 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient must comply, and must ensure the compliance of its subawardees and contracts, with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C, D**, and **E**, and policies in effect or hereafter established. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.

8.12 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

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GLO
Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: Contract Management Division

Subrecipient
Waller County
425 FM 1488, Suite 106
Hempstead, Texas 77445
Attention: Trey Duhon

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

8.13 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.14 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8.15 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF THE GLO'S SOVEREIGN IMMUNITY.**

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8.16 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

8.17 PUBLIC RECORDS

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. 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.

8.18 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall formally close out the Project by issuing a closeout letter pursuant to **Section 8.23**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO's Contract Management Division for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures.

In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a

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Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

8.19 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachments, and any Amendment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in issued Attachments, Technical Guidance Letters, and/or Revisions shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.20 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. If applicable, a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative or the designee of Subrecipient to act in connection with the Application and to provide such additional information as may be required.

8.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.22 SURVIVAL

The provisions of **Articles V, VI,** and **VII** and **Sections 1.01, 1.03, 3.02, 3.04, 3.05, 8.02, 8.03, 8.09, 8.10, 8.11, 8.12, 8.13, 8.15, 8.16, 8.17, 8.18, 8.23,** and **8.32** of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.23 CONTRACT CLOSEOUT

Subrecipient shall prepare and submit to the GLO for approval a final **Grant Completion Report** confirming final performance measures, budgets, and expenses for all Project Activities within thirty (30) days following the completion of all Activities required under the Contract; however, in no event shall Subrecipient submit the Grant Completion Report later than the date of expiration of the Contract. The GLO will close the Contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

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Subrecipient shall submit a final Budget and actual expenditures to the GLO as part of the Grant Completion Report. The Grant Completion Report shall be in a format prescribed by the GLO and shall confirm eligibility and completion of all Activities performed under this Contract. **FAILURE TO SUBMIT TO THE GLO THE FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING, UNREQUESTED FUNDS.**

The GLO will notify Subrecipient via official closeout letter upon review and approval of the final Grant Completion Report.

8.24 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's indirect cost rate shall be set by 2 C.F.R. § 200.414(f), i.e., ten percent (10%).

8.25 CONFLICT OF INTEREST

(a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.

(b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

(c) Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that, in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code, if applicable. If circumstances change during the course of the Contract, Subrecipient shall promptly notify the GLO.

8.26 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and,

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if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

8.27 ENVIRONMENTAL CLEARANCE REQUIREMENTS

(a) Subrecipient is the responsible entity, as "responsible entity" is defined under 24 C.F.R. Part 58, and is accountable for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of an Activity or the Project. Subrecipient shall prepare an environmental review or assessment of each Activity or the Project in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record ("ERR") for each Activity or the Project, including all supporting source documentation and documentation to support any project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.

(b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities. Subrecipient shall document each communication issued or received hereunder in the related ERR.

(c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.

(d) The Parties acknowledge and understand that the GLO may enter into interagency agreements with the Texas Historical Commission and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more interagency agreements into this Contract via a Technical Guidance Letter.

8.28 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

(a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient. Information furnished to citizens shall include, without limitation:

(i) The amount of CDBG-MIT funds expected to be made available;

(ii) The range of Activities or projects that may be undertaken with the CDBG-MIT funds;

(iii) The estimated amount of the CDBG-MIT funds proposed to be used for Activities or projects meeting the national objective of benefiting low-to-moderate income persons; and

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(iv) A clear statement of such and the entity's anti-displacement and relocation plan if any proposed CDBG-MIT Activities or projects are likely to result in displacement.

(b) Complaint Procedures: Subrecipient must have written citizen-complaint procedures for providing a timely written response (within fifteen [15] working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.

(c) Technical Assistance: If requested, Subrecipient shall provide technical assistance in completing applications under the Project to persons of low and moderate income.

(d) Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.29 SIGNAGE REQUIREMENTS

On any public building or facility funded under this Contract, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location. Subrecipient shall format each sign to best fit the architectural design of the building or facility but the sign should be legible from a distance of at least three (3) feet.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, Subrecipient shall place temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required under this section shall contain the following:

"This project is funded by the Texas General Land Office of the State of Texas to provide for mitigation activities to reduce disaster risks in communities impacted by Hurricane Harvey. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant – Mitigation Program."

8.30 PREFERENCE AND PROCUREMENT OF MATERIALS

(a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:

(i) competitively within a timeframe allowing compliance with the Contract's performance schedule;

(ii) in a way that meets the Contract's performance requirements; or

(iii) at a reasonable price.

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(b) To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

8.31 EQUAL OPPORTUNITY CLAUSE

Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of

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the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

***Provided,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."**

Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Subrecipient agrees that it will assist and cooperate actively with the GLO and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the GLO and the Secretary of Labor such information as they

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may require for the supervision of such compliance, and that it will otherwise assist the GLO in the discharge of the GLO's primary responsibility for securing compliance.

Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts, as defined in 41 C.F.R. § 60-1.3, and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Subrecipient agrees that if it fails or refuses to comply with these undertakings, the GLO may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

8.32 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix**, incorporated herein for all purposes as **Attachment G.**

8.33 CYBERSECURITY TRAINING PROGRAM (LOCAL GOVERNMENT SYSTEM)

If Subrecipient is a local government as defined in Chapter 2054 of the Texas Government Code, Subrecipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

8.34 DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS

If Subrecipient is a governmental entity as defined in Chapter 2252 of the Texas Government Code, Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

8.35 LIMITATIONS ON GRANT EXPENDITURE

Subrecipient shall expend funds received under the grant or contract subject to the limitations and reporting requirements similar to those provided by the following:

(a) Parts 2, 3, and 5 of the Texas General Appropriations Act, Article IX, except there is no requirement for increased salaries for local government employees;

(b) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and

(c) Sections 2113.012 and 2113.101 of the Texas Government Code.

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8.36 LOBBYING EXPENDITURE RESTRICTION

Subrecipient represents and warrants that the GLO's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

8.37 OPEN MEETINGS

If Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

8.38 POLITICAL POLLING PROHIBITION

Subrecipient represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling, except that this prohibition does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

8.39 REPORTING COMPLIANCE

Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Contract and maintain appropriate backup documentation to support the reports.

8.40 REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT

Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office. Subrecipient represents and warrants its compliance with 2 C.F.R. § 200.113, which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to the System for Award Management through https://www.sam.gov/.

8.41 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

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Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.

SIGNATURE PAGE FOLLOWS

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SIGNATURE PAGE FOR GLO CONTRACT NO. 24-065-015-E172
REGIONAL MITIGATION PROGRAM PROJECTS CONTRACT AGREEMENT
CDBG-MIT – HURRICANE HARVEY HUD MID

GENERAL LAND OFFICE

DocuSigned by:
7C299F4374E7497...
Mark A. Havens, Chief Clerk

Date of execution: 4/2/2024

WALLER COUNTY

DocuSigned by:
BFF8B9B3B9B4B4...
By: Carbett Duhon
Title: Waller County Judge

Date of execution: 4/1/2024

OGC
PM
SDD
DGC
GC
DLC

ATTACHED TO THIS CONTRACT:

ATTACHMENT A Performance Statement, Budget, and Benchmarks
ATTACHMENT B Federal Assurances and Certifications
ATTACHMENT C General Affirmations
ATTACHMENT D Nonexclusive List of Applicable Laws, Rules, and Regulations
ATTACHMENT E Special Conditions
ATTACHMENT F Monthly Activity Status Report
ATTACHMENT G GLO Information Security Appendix
ATTACHMENT H Contract Reporting Template

ATTACHMENTS FOLLOW

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WALLER COUNTY
24-065-015-E172
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 HUD 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 $6,732,697.00. 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: Flood and Drainage Improvements

Project Title: Waller County HUD MID Drainage Improvements

Subrecipient shall acquire acreage, excavate a detention pond, install storm culverts, revegetate, 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/Brookshire Detention Pond	Parcel northwest of the intersection of Stella Road and Stalknecht Road in the City of Brookshire Texas 29.79534, -95.94193	1 Public Facility (PF)

Total Beneficiaries	LMI Beneficiaries	LMI %	Census Tract	Block Group
4,785	3,590	75.03	6802.00	3,4
Beneficiaries were identified using City-Wide LMISD, and the above project meets the LMI national objective.				

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BUDGET

DRGR Activity Type	Grant Award	Other Funds	Total
MIT - Public Facilities and Improvements-Non-Covered Projects- LMI	$6,732,697.00	$0.00	$6,732,697.00
TOTAL	$6,732,697.00	$0.00	$6,732,697.00

BENCHMARKS

	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 approval 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						
Project Phase Actions and Deliverables	**Grant Administration Funds**	**Environ-mental Funds**	**Engineering Funds**	**Special Environ-mental Funds**	**Acquisition Funds**	**Construction Funds**	**Planning/ Studies (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.

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These 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) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§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; (h) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

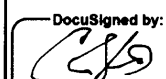
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
DocuSigned by:  BEF9A813100A454...	Waller County Judge
APPLICANT ORGANIZATION	**DATE SUBMITTED**
Waller County	4/1/2024

SF-424D (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
Waller County	24-065-015-E172

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Carbett Duhon — Waller County Judge

SIGNATURE — DocuSigned by: BEF9A013180A454... — DATE 4/1/2024

1 24 C.F.R. 87 App. A, available at https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. *Type of Federal Action:	2. *Status of Federal Action:	3. *Report Type:
____ a. contract	_____ a. bid/offer/application	_____ a. initial filing
____ b. grant	_____ b. initial award	_____ b. material change
____ c. cooperative agreement	_____ c. post-award	
____ d. loan		
____ e. loan guarantee		
____ f. loan insurance		

4. Name and Address of Reporting Entity:
____ Prime _____Subawardee
*Name: _____
*Street 1:_____ Street 2:_____
*City: _____ State:_____
Zip:_____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**

10. a. Name and Address of Lobbying Registrant
Prefix_____ *First Name_____ Middle Name _____
*Last Name _____ Suffix _____
*Street 1:_____ Street 2:_____
*City: _____ State:_____ Zip:_____

b. Individuals Performing Services *(including address if different from No. 10a)*
Prefix_____ *First Name_____ Middle Name _____
*Last Name _____ Suffix _____
*Street 1:_____ Street 2:_____
*City: _____ State:_____ Zip:_____

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

***Signature:**_____

***Name: Prefix**_____ ***First Name**_____ **Middle Name** _____
***Last Name** _____ **Suffix** _____
Title: _____ **Telephone No.:**_____ **Date:** _____

Federal Use Only:	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Federal Agency Form Instructions Form Identifiers	Information
Agency Owner	Grants.gov
Form Name	Disclosure of Lobbying Activities (SF-LLL)
Form Version Number	2.0
OMB Number	4040-0013
OMB Expiration Date	02/28/2025

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime

	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number:	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	CFDA Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, Washington, DC 20503.

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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 CFR 200, only to the extent such compliance is consistent with 2 CFR 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.

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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.

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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 GLO, 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, http://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 CFR 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 equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, 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 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.

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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 1, "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), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971

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(36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

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, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

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).

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FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) 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).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

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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SPECIAL CONDITIONS

If applicable to a Project or Activity, Subrecipient must comply with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Projects or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 115-123, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

1. Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
2. When Activities specified in a Performance Statement involve structures that are located within Special Flood Hazard Areas (SFHA), flood insurance may be required. If required, Subrecipient shall obtain such insurance and shall maintain documentation evidencing compliance with such requirements.
3. Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract is located within a floodplain, the following terms and conditions shall apply:
    a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001- 4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
        i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP"), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
        ii. Where the community is participating in the NFIP, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
    b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
    c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:
        i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
        ii. The person failed to obtain and maintain flood insurance.

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d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

1. Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
2. Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.
3. Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that the plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative and properly submitted to the Texas Commission on Environmental Quality (TCEQ) for review and approval in accordance with the administrative requirements of 30 TAC §217.6.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification to the GLO of the start of construction on any sewer treatment plant or other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served, has been issued by the TCEQ as required by 16 Texas Administrative Code Chapter 24, Subchapter H.

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G. ON-SITE SEWAGE FACILITIES (OSSF) IMPROVEMENTS

1. Subrecipient shall provide documentation that final plans, specifications, and installation of its OSSF improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
2. Subrecipient shall mitigate all existing OSSF in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b).
3. Prior to the selection of program recipients for proposed OSSF, Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285, Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) adopted under the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars ($50,000.00), Construction Documents must be submitted to the TDLR for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction in accordance with Transportation Code Section 201.084, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA

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Debris Management Guide, as amended, regarding the use of TDSR sites. This document may be obtained at FEMA Debris Monitoring Guide.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. PROGRAM GUIDELINES

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement a minimum* three-year affordability period during which the homeowner must occupy the home as a principal place of residence, guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE ("NOTE")

Housing rehabilitation or reconstruction assistance provided by Subrecipient shall be in the form of a three-year unsecured forgivable promissory note at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): at a rate of 33 percent per year for the first two years, and 34 percent after the third year.

1. If the homeowner occupies the home for the full three-year term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the Note term, the repayment provisions of the Note shall be enforced.
2. If, during the Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and, in the case of a limited clientele project, the determination that the national objective of benefiting low to moderate-income persons was met.
3. For a limited clientele project, the national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to

* Subrecipient may establish a longer affordability period at its own discretion.

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moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.

4. If property assisted under a limited clientele project is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the Note must be repaid by Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
5. Monitoring of the Note is required both during and after the grant is closed. Subrecipient must utilize non-CDBG funds to fulfill the monitoring obligations for its impacted recovered community.
6. Subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to receive future assistance as outlined in Section B of this document.

P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

Rental housing rehabilitation, reconstruction, or new construction assistance will be provided in the form of a forgivable loan at zero interest or grant dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines. Provided all terms and conditions under which the assistance was provided are fulfilled by the applicant developer, the repayment of the loan or grant will be forgiven.

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of a disaster event in order to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. Dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines, a minimum of 51% of the multi-family units must be restricted during the affordability period of either fifteen (15) years (for rehabilitation/reconstruction) or twenty (20) years (for new construction) for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and published on an annual basis with adjustments for family size.

Q. COASTAL MANAGEMENT

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

GLO Community Development and Revitalization
Monthly Activity Status Report

Subrecipient must provide monthly Activity status reporting for all sites identified in the Performance Statement (**Attachment A**) and relevant to the milestones therein. The Monthly Activity Status Report is due the fifth day of the month following the reporting period for the duration of the Contract. Submit the report using the Texas Integrated Grant Reporting system upload for Monthly Activity Status Reporting.

Subrecipient: _____

Contract Number: _____

Preparer Name: _____ Contact Information: _____

Reporting Period (Month/ Year): _____

Project Title: _____

Project Milestone Phase	Att. A Budget Gates/Milestones		TIGR Milestone (Pending or Complete)	On Schedule? (If no, describe improvement plan below.)
	Budget Category	Budget Allowance		
Start-Up Documentation	PD-GA Funds	0-15%		
Engineering NTP	Eng Funds	0-30%		
Environmental NTP	PD-GA Funds	15.01-30%		
	PD-Env Funds	0-30%		
Engineering Design	Eng Funds	30.01-60%		
Completion of Special Env Svcs	PD-Special Env Funds	100%		
Authority to Use Grant Funds	PD-GA Funds	30.01-50%		
	PD-Env Funds	30.01-100%		
Acquisition (if applicable)	Acq Funds	100%		
Bid Advertisement	PD-GA Funds	50.01-60%		
	Eng Funds	60.01-70%		
Contract Award and Construction	PD-GA Funds	60.01-85%		
	Eng Funds	70.01-85%		
	Construction Funds	0-95%		
Construction Activity Completion	PD-GA Funds	85.01-95%		
	Eng Funds	85.01-100%		
	Construction Funds	95.01-100%		
Planning NTP	Planning Funds	0-95%		
Planning Completion	Planning Funds	95.01-100%		
Contract Closeout	PD-GA Funds	95.01-100%		

Project Status Concerns (provide notes or information relevant to the overall contract.):

Budget Status:	Total Budget	Total Expended	Balance	% Expended (Total Expended/Total Budget)
PD-GA Funds				
PD-Env Funds				
PD-Special Env Funds				
Eng Funds				
Acq Funds				
Construction Funds				
Planning Funds				
Totals:				

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GLO Information Security Appendix

1. Definitions

"Breach of Security" means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purposes. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

"GLO Data" means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO, for the purpose of providing disaster assistance to an individual, that Subrecipient obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO Data does not include other information that is lawfully made available to Subrecipient through other sources.

"Personal Identifying Information" or "PII" means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code Section 521.002(a)(1).

"Sensitive Personal Information" or "SPI" means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

2. Security and Privacy Compliance

2.1. Subrecipient shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.

2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.

2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology ("NIST") Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.

2.4. Subrecipient will legally bind any contractor(s)/subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Subrecipient's subcontractor(s).

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2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.

2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.

2.7 Any GLO Data maintained or stored by Subrecipient or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

2.8 Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development, will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.

2.9 Subrecipient shall only use GLO Data for the purposes of administering the Project(s).

3. Data Ownership

3.1. The GLO shall retain full ownership of all GLO Data, which includes PII and/or SPI, disclosed to Subrecipient or to which Subrecipient otherwise gains access by operation of the Contract or any agreement related thereto.

3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient shall within fourteen (14) days thereafter securely return such GLO Data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and certify to the GLO that such tasks have been completed. Subrecipient shall provide certification of such destruction of GLO Data. If such return is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.

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4. Data Mining

4.1. Subrecipient shall not use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.

4.2. Subrecipient shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

5. Breach of Security

5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.

5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO as soon as possible, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.

5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at informationsecurity@glo.texas.gov.

5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.

5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.

5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall, at the discretion of the GLO, notify affected individuals of such Breach and provide affected individuals complimentary access to one (1) year of credit monitoring services.

6. Right to Audit

6.1 Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such

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assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.

6.2 At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

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CONTRACT REPORTING TEMPLATE

Subrecipients are to use this template to summarize all procured contracts, including those procured by Subrecipient or its subawardees. Definitions of each field can be found below. Monthly, Subrecipient shall update and upload this template in the TIGR system or provide to the GLO in a format specified by the GLO Grant Manager.

Data Fields:

Subrecipient	Enter Subrecipient name.
Contract Number	Enter Contract number.
Date Updated	Enter date template last updated.
A. Contractor Name	Enter name of Contracted Party
B. UEID Number	Enter Uniform Entity Identifier (UEID) number of the Contractor. Note: Entering the UEI into this template does not fulfill the requirement for grantees to enter UEI number into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 and additional published guidance on this separate requirement.
C. Procured by	Enter name of entity that procured Contract - HUD grantee (state or local government), partner agency, a subrecipient of a state or local government, or a recipient of a state government.
D. Contract Execution Date	Enter date the Contract was executed.
E. Contract End Date	Enter date the Contract will expire.
F. Total Contract Amount	Enter total amount of executed Contract.
G. Amount of CDBG-MIT Funds	Enter amount of CDBG-MIT funds from this grant used to fund the Contract.
H. Brief Description of Contract	Enter a brief, one sentence description of the purpose of the Contract.

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Contract Reporting Template

Subrecipient:	
GLO Contract Number:	
Date Updated:	

A. Contractor Name	B. Unique Entity Identifier Number (UEID)	C. Procured By	D. Contract Execution Date	E. Contract End Date	F. Total Contract Amount	G. Amount of CDBG-MIT Funds	H. Brief Description of Contract
Example: South Texas Landscaping, INC	XXXXXXXXXXX	State of Texas	6/15/2013	6/15/2014	$3,500,000	$3,000,000	Long term recovery from wildfires of 2011 - Drainage Projects

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Certificate Of Completion

Envelope Id: FCE5BC54B2F0425684DA0BE27C5C9A96
Subject: $6.7M Contract : 24-065-015-E172 - Waller County (Texas GLO)
Source Envelope:
Document Pages: 85
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 4
Initials: 6

Status: Completed

Envelope Originator:
Armando Montante
1700 Congress Ave
Austin, TX 78701
Armando.Montante@glo.texas.gov
IP Address: 204.65.210.49

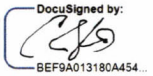
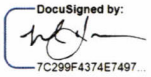
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Status: Original
3/22/2024 10:07:02 AM

Holder: Armando Montante
Armando.Montante@glo.texas.gov

Location: DocuSign

Signer Events	Signature	Timestamp
Vada Dillawn vada.dillawn@glo.texas.gov Staff Attorney Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS VD Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.226	Sent: 3/22/2024 10:12:19 AM Viewed: 3/25/2024 12:24:39 PM Signed: 3/25/2024 12:24:52 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: 99.50.237.26	Sent: 3/25/2024 12:24:59 PM Resent: 3/25/2024 3:28:50 PM Viewed: 3/27/2024 3:54:57 PM Signed: 3/27/2024 3:55:08 PM
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: 108.147.32.86 Signed using mobile	Sent: 3/27/2024 3:55:16 PM Viewed: 3/30/2024 1:21:52 PM Signed: 3/30/2024 1:22:04 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: 204.65.210.248	Sent: 3/30/2024 1:22:09 PM Viewed: 4/1/2024 2:32:57 PM Signed: 4/1/2024 3:29:24 PM

Signer Events	Signature	Timestamp
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Mark A. Havens Mark.Havens@GLO.TEXAS.GOV Chief Clerk and Deputy Land Commissioner Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 204.65.210.201	Sent: 4/1/2024 3:53:07 PM Viewed: 4/2/2024 1:19:23 PM Signed: 4/2/2024 1:19:31 PM
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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)	COPIED	Sent: 3/22/2024 10:12:17 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
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: 3/22/2024 10:12:17 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: 3/22/2024 10:12:18 AM
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: 3/22/2024 10:12:18 AM
Amy Navaro amy.navarro@glo.texas.gov Contract Specialist IV Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/22/2024 10:12:18 AM
Stefanie Jackson stefanie.jackson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/22/2024 10:12:18 AM Viewed: 4/2/2024 4:15:04 PM
Angela Sommers angela.sommers.glo@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/25/2024 12:24:59 PM
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: 3/25/2024 12:24:59 PM

Carbon Copy Events	Status	Timestamp
Accounting Team DR.SystemAccess@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/25/2024 12:25:00 PM
Lenore Hellman lenore@grantworks.net Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/1/2024 3:40:53 PM Viewed: 4/3/2024 10:17:07 AM
Brooke Bacuetes b.bacuetes@wallercounty.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/1/2024 3:40:54 PM Viewed: 4/1/2024 3:41:17 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: 4/2/2024 1:19:41 PM
HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/2/2024 1:19:41 PM
Abby McClean Abby.McClean.glo@Recovery.Texas.Gov MQA Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/2/2024 1:19:42 PM
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: 4/2/2024 1:19:45 PM
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: 4/2/2024 1:19:45 PM

Carbon Copy Events	Status	Timestamp
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: 4/2/2024 1:19:46 PM
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: 4/2/2024 1:19:47 PM
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: 4/2/2024 1:19:51 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/22/2024 10:12:18 AM
Envelope Updated	Security Checked	3/25/2024 3:28:49 PM
Envelope Updated	Security Checked	3/25/2024 3:28:49 PM
Certified Delivered	Security Checked	4/2/2024 1:19:23 PM
Signing Complete	Security Checked	4/2/2024 1:19:31 PM
Completed	Security Checked	4/2/2024 1:19:51 PM

Payment Events	Status	Timestamps

DocuSign Envelope ID: CD4E03C1-CB5C-4A46-9CD0-15A26B47DC19

GRANT AGREEMENT
For The
Rural Law Enforcement Salary Assistance Program
Award # IA-0000000044

This grant agreement ("Agreement") is entered into by and between the Texas Comptroller of Public Accounts ("Comptroller") and Waller ("Grantee") located at 425 FM 1488, Suite 106 Hempstead Texas 77445. For purposes of this Agreement, Comptroller and Grantee are sometimes collectively referred to as the "Parties" or individually as a "Party."

Article I. Recitals

Whereas, the 88th Texas Legislature passed Senate Bill 22 (S.B. 22) to establish a grant program to provide financial assistance to qualified sheriff's offices, constable's offices, and prosecutor's offices in rural counties (the "Program");

Whereas, Comptroller has authority to implement and administer the Program and award grants to eligible applicants pursuant to Local Government Code, Chapter 130, Subchapter Z, Sections 130.911, 130.912, and 130.913;

Whereas, Grantee warrants that it is eligible to participate in the Program;

Whereas, Grantee certifies that it has not and will not reduce the amount of funds provided to its sheriff's office, constable's office or prosecutor's office, as applicable, because of an award of grant funds under this Agreement;

Whereas, Grantee timely submitted an application for a grant;

Whereas, Comptroller has reviewed and approved Grantee's application for a grant;

Whereas, the Parties desire to set forth their mutual expectations and obligations for participation in the Program; and

Now, therefore, in consideration of Grantee's compliance with all requirements of this Agreement, Comptroller awards this Agreement to the Grantee and the Parties do hereby represent, covenant, and agree as follows:

Article II. Authority

This Agreement is entered into pursuant to the authority granted and in compliance with the provisions of Local Government Code, Sections 130.911, 130.912, or 130.913, as applicable. This Agreement is funded by state funds appropriated by the State Legislature.

Article III. Grant

In consideration of the various obligations to be undertaken by Grantee, Comptroller awards Grantee the amount of $ 500000.00 , to be disbursed to Grantee for the purposes of funding a [Rural Sheriff's Office Salary Assistance Grant, Rural Constable's Office Salary Assistance Grant, or Rural Prosecutor's Office Salary Assistance Grant], subject to the following:

1. Grantee shall use grant funds only for the authorized uses set forth in Article V of this Agreement, and only for the Rural Sheriff's Office Salary Assistance Grant

as indicated on the Grantee's application.

2. Grantee shall fully comply with all terms and conditions of this Agreement; the requirements of Local Government Code, §§ 130.911, 130.912, or 130.913, as applicable; the relevant provisions of the Texas Grant Management Standards (TxGMS) and the State of Texas Procurement and Contract Management Guide, or their successors, adopted in accordance with Texas law; and all applicable state or federal statutes, rules, regulations, or guidance applicable to the grant award, including 34 Texas Administrative Code (TAC), Part I, Chapter 16, Subchapter D.
3. Grantee specifically assures compliance with the provisions of Appendix 6 of TxGMS (Uniform Assurances by Local Governments) that are applicable to this Grant.

Article IV. Term

This Agreement is effective from the date signed by Comptroller ("Effective Date"), after first having been signed by Grantee, to and including an expiration date of December 31, 2024, unless terminated earlier in accordance with other provisions of this Agreement.

Article V. Authorized Uses of Grant Funds; Limitations

Section 1 of this Article applies only to a Rural Sheriff's Office Salary Assistance Grant, Section 2 of this Article applies only to a Rural Constable's Office Salary Assistance Grant, Section 3 of this Article applies only to a Rural Prosecutor's Office Salary Assistance Grant, and Section 4 of this Article applies to all grants except as otherwise set out in Section 4.

Section 1. Rural Sheriff's Office Salary Assistance Grant (Local Government Code, § 130.911)

A. **Authorized Uses.** Grantee may only use grant funds to cover the following costs:

1. to provide a minimum annual salary of at least:
   a. $75,000 for the county sheriff (as defined by 34 TAC §16.300(3));
   b. $45,000 for each deputy sheriff (as defined by 34 TAC §16.300(4)) who performs motor vehicle stops in the routine performance of their duties; and
   c. $40,000 for each jailer (as defined by 34 TAC §16.300(2)) whose duties include the safekeeping of prisoners and the security of a jail operated by the county; and
2. provided that each county sheriff that meets the definition in 34 TAC § 16.300(3), and each deputy sheriff that meets the definition in 34 TAC §16.300(4), and county jailer that meets the definition in 34 TAC §16.300(2) that is employed by the county sheriff receives the minimum salary described by paragraph (1) of this section:
   a. to increase the salary of a person described by paragraph (1) of this section;
   b. to hire additional deputies or staff for the sheriff's office; or
   c. to purchase vehicles, firearms, and safety equipment (as defined by 34 TAC §§ 16.300(13) and 16.300(14)) for the sheriff's office.

B. **Deficient Grant Funds.** If Grantee does not have sufficient grant funding to fund the minimum annual salaries required by this Section 1, Grantee may use grant funds to increase the salaries of the persons described in this Section 1 on a pro-rata basis.

Section 2. Rural Constable's Office Salary Assistance Grant (Local Government Code, § 130.912)

A. **Authorized Uses.** Grantee may only use grant funds as follows:

1. to provide a minimum annual salary of $45,000 to a qualified constable (as defined by 34 TAC § 16.300(10)); and
2. for each qualified constable whose salary is funded in part by the Grant, Grantee must contribute at least 75% of the money required to meet the minimum annual salary requirement.

B. **Contribution for Fiscal Year Beginning October 1, 2023.** If Grantee's fiscal year began October 1, 2023, Grantee's contribution shall include county funds used to pay an annual minimum salary from October 1, 2023 through the end of the grant agreement awarded for Fiscal Year 2024.

Section 3. Rural Prosecutor's Office Salary Assistance Grant (Local Government Code, § 130.913)

A. **Authorized Uses.** Grantee may only use grant funds to cover the following costs:

1. to increase the salary of an assistant attorney, an investigator, or a victim assistance coordinator (as defined by 34 TAC §16.300(14) employed at the prosecutor's office; or
2. to hire additional staff for the prosecutor's office.

Section 4. Additional Terms

A. **Nonmonetary Benefits and Taxes.** A minimum annual salary as described in Sections 1 and 2 of this Article does not include any overtime compensation. A salary increase includes increases required to bring a salary to the minimum annual salary as described by Sections 1 and 2 of this Article, and salary increases described by Sections 1 and 3 of this Article, and will be measured based on the salary provided on the last day of the entity's fiscal year ending in 2023, excluding any overtime. The cost of a salary increase as described in this Article includes the increase of legally required nonmonetary benefits and taxes for that salary. A salary increase does not include overtime and the cost of a salary increase does not include an increase of legally required nonmonetary benefits and taxes for overtime compensation. Grantee may only use grant funds for the legally required nonmonetary benefits and taxes for a salary if Grantee provides the minimum annual salary required by Sections 1 and 2 of this Article, if applicable. Grantee may not reduce a salary below a minimum salary required by Sections 1 and 2 of this Article to use grant funds for legally required nonmonetary benefits and taxes for that salary.

B. **Minimum Hourly Wage Calculation.** If a person described in Sections 1 or 2 of this Article is a part-time or hourly employee, or holds a dual office or otherwise divides work hours between a position described in this Article and another position, the minimum annual salary required by Sections 1 or 2 of this Article may be converted to a minimum hourly wage and will apply only to the hours of work performed for a position described in this Article as follows:

1. for an employee with a 40-hour work week, the minimum hourly wage shall be the product of:
   a. the minimum annual salary described in this Article; and
   b. a quotient:
      i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in this Article each week, not to exceed 40; and
      ii. the denominator of which is equal to 40; and
2. for an employee with a county adopted work period as authorized by Section 7(k), Fair Labor Standards Act, 29 U.S.C.A § 207(k), the minimum hourly wage shall be the product of:
   a. the minimum annual salary described in this Article; and

b. a quotient:

i. the numerator of which is equal to the number of hours the employee normally works performing duties for a position described in this Article each period, not to exceed the number of hours that are nonovertime as determined under the Fair Labor Standards Act; and

ii. the denominator of which is equal to the number of hours that are nonovertime as determined under the Fair Labor Standards Act.

C. A person whose salary increase may be paid with grant funds under Sections 1 and 3 of this Article may be paid an increase in hourly wages if they are paid an hourly wage rather than an annual salary.

D. **Expenditure of Grant Funds.** Subject to Article VI, Section D of this Agreement, Grantee shall expend the funds during the grant period. Funds for purchases are considered expended when Grantee is legally obligated to expend the funds.

Article VI. Reimbursement

A. **Advance Payment.** Comptroller shall disburse the grant funds as soon as practicable following the Effective Date. By making advance payment, Comptroller does not waive any requirements for the reimbursement of costs. Upon Comptroller's request, Grantee shall submit records in support of reimbursement requests.

B. **Deposit of Funds**. Whenever possible, grant funds must be deposited and maintained in insured, interest-bearing accounts. Interest earned on grant funds is not considered program income, and Grantee must use any accrued interest for grant purposes only and on allowable costs under this Agreement.

C. **Eligibility for Cost Reimbursement.** Comptroller will reimburse Grantee for necessary and reasonable allowable costs paid by Grantee in performance of this Agreement. Allowable costs are restricted to costs that comply with the Agreement, TxGMS, and state law. The parties agree that all the requirements of TxGMS apply to this Agreement, including the criteria for allowable costs.

D. **Pre-award Costs.** Comptroller will reimburse Grantee for pre-award costs provided (a) the costs are incurred during the portion of Grantee's fiscal year in which this grant period occurs that precedes the date of award, if any, and (b) the costs would have been allowable under the terms of this Agreement if incurred during the grant period.

Article VII. Reporting and Compliance

A. **Compliance Reports**. Grantee shall submit a compliance report certifying compliance and detailing expenditures of grant funds using Comptroller's electronic form no later than 30 days following the expiration or termination of this Agreement. Comptroller may request supporting documentation regarding expenditures and any other information required to substantiate that grant funds are being used for the intended purpose and that Grantee has complied with the terms, conditions, and requirements of the applicable statute, the Agreement and 34 Texas Administrative Code, Chapter 16, Subchapter D. Grantee shall submit any information requested by Comptroller within fourteen (14) calendar days of the request.

B. **Remedies for Non-Compliance**. If Comptroller finds that Grantee has failed to comply with terms and conditions of this Agreement or any other requirement described in Article III, Section 2 of this Agreement, Comptroller may:

1. require Grantee to return the grant funds or a portion of the grant funds;

2. withhold grant funds from the current grant or future grants to be received by Grantee pending correction of the deficiency;
3. disallow all or part of the cost of the activity or action that is not in compliance;
4. terminate the Agreement in whole or in part;
5. bar Grantee from future consideration for grant funds under 34 Texas Administrative Code, Chapter 16, Subchapter D; or
6. exercise any other legal remedies available to Comptroller under this Agreement, at law, in equity, or otherwise.

Article VIII. General

A. **Audit Requirements.** Funds allocated in connection with this Agreement are considered to be state financial assistance for the purpose of determining the audit requirements under the Texas Grant Management Standards. If an audit is required to comply with the requirements of Texas Grant Management Standards, Grantee shall complete an audit at the end of Grantee's fiscal year. Grantee agrees that in the event of any audit findings related to state awards provided by Comptroller, Grantee will inform Comptroller within two (2) business days following Grantee's receipt of any written audit findings or reports (whether in draft or final form), and thereafter submit any documentation related to the audit findings upon Comptroller's request (including, but not limited to, a copy of the final audit report, a response to the current status of the prior year's questioned costs, copies of management letters written as a result of the audit, and action plans, if any).

B. **Texas Public Information Act.** Comptroller is bound by the provisions of the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the TPIA. If Grantee receives a request for information related to this Agreement from a third party, Grantee shall forward the request to Comptroller within three (3) days of receipt.

C. **Records; Right to Audit.** Grantee acknowledges that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor (or any successor agency), 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, Grantee or other entity that is the subject of an audit or investigation by the state auditor shall provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Comptroller further reserves the right to monitor and audit Grantee's compliance with the requirements of this Agreement.

D. **Funding Limitation.** The Agreement shall not be construed as creating a debt on behalf of Comptroller in violation of Article III, Section 49a of the Texas Constitution. All obligations of Comptroller under the Agreement are subject to the availability of grant funds. The Agreement is subject to termination or cancellation, either in whole or in part, without penalty to Comptroller if such funds are not appropriated or become unavailable.

E. **Records Retention.** Grantee shall maintain and retain all records relating to the performance of the Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of five (5) years after the Agreement expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Comptroller reserves the right to direct grantee to retain documents for a longer period of time or transfer certain records to Comptroller custody when it is determined the records possess longer term retention value.

F. **NO INDEMNIFICATION. THE PARTIES AGREE THAT COMPTROLLER WILL NOT INDEMNIFY GRANTEE FOR ANY LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR**

SUITS, OR ANY RELATED COSTS, ATTORNEY FEES, OR EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE IN PERFORMANCE OF THE AGREEMENT.

G. **Limitations on Grants.** Grantee acknowledges and agrees that funds received under this Agreement will be expended subject to the limitations and reporting requirements similar to those provided by the following: Parts 2 and 3 of the Texas General Appropriations Act, Art. IX, except there is no requirement for increased salaries for local government employees; Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and Sections 2113.012 and 2113.101 of the Texas Government Code.

H. **Law Enforcement Agency Grant Restriction.** If Grantee is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement, or the Texas Commission on Law Enforcement certifies that it is in the process of achieving compliance with such rules.

I. **Force Majeure.** Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemic/quarantine orders or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

J. **Independent Contractor.** The Parties agree that each Party is contracting as an independent contractor.

K. **Assignment.** No assignment of this Agreement or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other.

L. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.

M. **No Waiver.** This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this Agreement 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.

N. **Survival.** The expiration or termination of this Agreement shall not affect the rights and obligations of the Parties accrued prior to the effective date of expiration or termination and such rights and obligations shall survive and remain enforceable.

O. **Severability.** If one or more provisions are deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

P. **Governing Law.** This Agreement is governed by and construed under and in accordance with the laws of the State of Texas.

Article IX. Notices; Liaison

Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be addressed to the receiving party at the address

specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

The address of Comptroller for all purposes under this Agreement and for all notices hereunder shall be:

Comptroller: Texas Comptroller of Public Accounts
ATTN: Contracts Section
111 E 17th Street, Room 310C
Austin, Texas 78774
With copy sent via electronic mail to contracts@cpa.texas.gov

The address of Grantee for all purposes under this Agreement and for all notices hereunder shall be:

Grantee: Waller
425 FM 1488, Suite 106 Hempstead Texas 77445

Contact Person: Carbett Duhon III
Waller County Judge
t.duhon@wallercounty.us
9798267700

Article X. Signatories

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

Texas Comptroller of Public Accounts

BY Lisa Craven
E450165D764443C

Lisa Craven
Deputy Comptroller

DATE 3/4/2024 | 1:04 PM CST

Waller

BY Carbett Duhon III

Carbett Duhon III
Waller County Judge

DATE 3/4/2024 | 12:07 PM CST

DocuSign Envelope ID: CD4E03C1-CB5C-4A46-9CD0-15A26B47DC19

DocuSign Envelope ID: CD4E03C1-CB5C-4A46-9CD0-15A26B47DC19

Healthy County Together. Better. Stronger.

Texas Association of Counties Health and Employee Benefits Pool

HEALTHY COUNTY WELLNESS CONTACT DESIGNATION

WELLNESS COORDINATOR

The Wellness Coordinator is the primary contact regarding the Healthy County wellness program. The wellness coordinator is responsible for administrating Healthy County components and informing employees of all wellness resources available.

Current Wellness Coordinator(s)	**Please list changes and/or corrections:**
Name:	Tina Carrillo
Title:	Chief Deputy
Address:	425 FM 1488 #102
	Hempstead, TX 77445
Email:	t.carrillo@wallercounty.us
Phone Number:	979-826-7707
Fax Number:	979-472-3909

WELLNESS SPONSOR

The Wellness Sponsor is responsible for supporting the coordinator in administrating Healthy County components and encouraging county employees to access all Healthy County wellness resources available. An elected official in this role is preferred to illustrate management support for wellness.

Current Wellness Sponsor(s)	**Please list changes and/or corrections:**
Name:	Joan Sargent
Title:	Waller County Treasurer
Address:	425 FM 1488 #102
	Hempstead, TX 77445
Email:	j.sargent@wallercounty.us
Phone Number:	979-826-7707
Fax Number:	979-472-3909

Group Name: Waller County **Date:** 03/20/2024

Contracting Authority Signature: _____ Carbett "Trey" J. Duhon, III, County Judge

Please return your completed Healthy County Wellness Contact Designation Form to your TAC Wellness Consultant, **Ashley Cureton**, via **email: ashleyc@county.org** or **fax: (512) 481-8481**.

NAVASOTA SOIL AND WATER CONSERVATION DISTRICT NO. 440
CONTRACT FOR SERVICES

WHEREAS, Waller County, Texas hereinafter **COUNTY,** a subdivision of the State of Texas, has the authority under Texas Agriculture Code, 201.152(c) to contribute funds to a Conservation District for flood control drainage.

IT IS THEREFORE AGREED THAT:

The Navasota Soil and Water Conservation District #440 will provide services to the residents of **COUNTY** as follows:

a. Respond to individual and groups requesting technical aid concerning natural resources.
b. Work with Commissioners, as requested, on solid and water problems.
c. Assist with dry hydrant design and installation.
d. Help with design work concerning water flow and culvert design.
e. Work with Emergency Watershed Protection disaster programs.

TERM

THE TERM OF THIS AGREEMENT is on year beginning on January 1, 2024 and ending on December 31, 2024 unless earlier terminated by either party on thirty (30) days written notice.

CONSIDERATION

COUNTY AGREES TO GRANT THE Navasota Soil and Water Conservation District #440 the annual sum of $2,500.00 for the provision of the services described above. Payment shall be made on or after January 1, 2024.

THIS AGREEMENT is effective on the date it is executed by the Navasota Soil and Water Conservation District #440 or upon acceptance, by order, of the County Commissioners Court, whichever date is later in time.

NAVASOTA SOIL AND WATER CONSERVATION DISTRICT #440

Harvey Lacak
Chairman

3/06/2024
Date

WALLER COUNTY, TEXAS

Waller County Judge

March 20, 2024
Date

CLERK'S CERTIFICATION

I, Debbie Hollan, County Clerk of Waller County, Texas, certify that the above agreement was accepted and agreed to by the Commissioners Court of Waller County, Texas on March 20, 2024 and filed in the Minutes of the Commissioners Court.

Date March 20, 2024

Debbie Hollan
Waller County Clerk

COMMISSIONERS COURT WALLER COUNTY, TEXAS

Navasota Soil and Water Conservation District

519 9th, Hempstead, TX 77445

Serving Grimes and Waller Counties

Harvey Laas - Chairman
Dennis Husfeld - Secretary
George McNary III - Member
Wesley Paben – Vice Chairman
Hershel Perry III - Member

March 6, 2024

The Honorable County Judge Carbett "Trey" J. Duhon III
Commissioner Precinct 1 John A. Amsler
Commissioner Precinct 2 Walter E. Smith
Commissioner Precinct 3 Kendric D. Jones
Commissioner Precinct 4 Justin Beckendorff

Waller County Commissioners Court
425 FM 1488
Hempstead, Texas 77445

Please accept this letter as the Navasota SWCD#440 request for the Waller County share of support funds in the amount of $2500.00 budgeted in the 2024 Waller County Budget for the Navasota Soil and Water Conservation District #440. The funds are used for the planning and application of conservation practices and the wise used of our natural resources.

Please contact Raul Villarreal at (713) 816-0784 for further information if needed.

Your support is always appreciated.

Sincerely,

Harvey Laas

Harvey Laas
Chairman of the Board of Directors
Serving Grimes and Waller County

RESOLUTION
NOMINATION FOR BOARD OF DIRECTOR
WALLER COUNTY APPRAISAL DISTRICT

WHEREAS, Waller County Commissioners' Court met in Regular Session on March 20, 2024 at 9:00 a.m. in the Waller County Commissioners Courtroom, Hempstead, Texas; and

WHEREAS, Waller County Commissioners' Court vote to nominate Tim Junek as candidate for the Board of Directors of the Waller County Appraisal District; and

WHEREAS, this nomination will be to replace the remaining term vacated by Jim Sette; and

NOW THEREFORE, BE IT RESOLVED that **WALLER COUNTY COMMISSIONERS' COURT** passed and approved to nominate Tim Junek as their candidate for the Board of Directors of the Waller County Appraisal District.

Carbett "Trey" J. Duhon III
Waller County Judge

John A. Amsler, Commissioner Pct. 1

Walter E. Smith, Commissioner Pct. 2

~~Joron Barnett, Commissioner Pct. 3~~
KENDRIC D. JONES

Justin Beckendorff, Commissioner Pct. 4

SEAN G. WHITTMORE

Criminal District Attorney
Waller County

645 12th Street
Hempstead, Texas 77445

979.826.7718 Ph
979.826.7722 Fax

MEMORANDUM

To: Commissioners Court

From: Elizabeth Dorsey

Re: Order Authorizing Signer for Closing Documents

Date: March 13, 2024

Background

In November 2022 the Commissioners Court approved a contract to sell the historical museum and former tax office to the City of Brookshire. To complete the transaction, the title company is requiring orders/resolutions from the governing bodies authorizing signers for the closing documents. This order is to satisfy the title company's requirements so the County Judge can sign closing documents on behalf of Waller County. I have confirmed with them that this order meets their requirements.

THE STATE OF TEXAS
COUNTY OF WALLER

ORDER AUTHORIZING COUNTY JUDGE TO SIGN DOCUMENTS

WHEREAS, the Waller County Commissioners Court approved a contract in November 2022 to sell the old tax office and historical museum (more specifically described as Kellner Lots 11, 12, 13, and the west ten feet of Lot 14 of Block 29 in Brookshire, Texas) to the City of Brookshire; and

WHEREAS, the Waller County Commissioners Court desires to authorize the County Judge to sign closing documents on behalf of Waller County for this transaction.

NOW, THEREFORE, IT IS HEREBY ORDERED by the Commissioners Court of Waller County that County Judge Carbett "Trey" J. Duhon III is authorized to sign closing documents on behalf of Waller County.

Adopted March 20, 2024 by the Waller County Commissioners Court by a vote of 5 ayes and 0 nays.

Carbett "Trey" J. Duhon III
County Judge

ATTEST:

Debbie Hollan
County Clerk

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

SPECIAL WARRANTY DEED
(Cash)

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WALLER §

THAT THE UNDERSIGNED, WALLER COUNTY, hereinafter referred to as "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS ($10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does hereby GRANT, SELL, and CONVEY unto The City of Brookshire, a Texas general law municipality, herein referred to as "Grantee," whether one or more, the real property described as follows:

Lots Eleven (11), Twelve (12), Thirteen (13) and the West ten feet (10') of Lot fourteen (14), in Block Twenty-nine (29) of the Townsite of Kellner, Waller County, Texas, according to the map or plat thereof, recorded in Volume 13, Page 509, Deed Records, Waller County, Texas.

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions, and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of Waller County, Texas.

"As-Is" Provision. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AS A MATERIAL PART OF THE CONSIDERATION FOR THE SALE OF THE PROPERTY, PURCHASER AGREES THAT THE PROPERTY IS CONVEYED BY SELLER AND ACCEPTED BY PURCHASER IN AN "AS IS" "WHERE IS" AND "WITH ALL FAULTS" CONDITION, FREE OF ANY WARRANTIES OR REPRESENTATIONS WHATSOEVER, WHETHER EXPRESS OR IMPLIED, AND WITH ALL DEFECTS, PATENT OR LATENT EXCEPT FOR THE GENERAL WARRANTY OF TITLE AND ANY EXPRESS REPRESENTATIONS AND WARRANTIES MADE IN THIS CONTRACT (THE "EXPRESS WARRNTIES"). SELLER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER EXCEPT FOR THE EXPRESS WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE

Prepared in the law office of Casey H. Cross
801 N. Madison, Mt. Pleasant, TX 75455
(903) 577-9500

University Title GF# S2360491HE

PROPERTY. WITHOUT LIMITATION OF THE FOREGOING, SELLER HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS AS TO FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, LAYOUT, FOOTAGE, PHYSICAL CONDITION, ENVIRONMENTAL CONDITION, STRUCTURAL CONDITION, OPERATION, ECONOMIC FEASIBILITY, COMPLIANCE WITH SPECIFICATIONS, ABSENCE OF LATENT DEFECTS, THOSE RELATING TO HEALTH, SAFETY AND THE ENVIRONMENT, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY, INCLUDING THOSE RELATING TO WATER, SOIL, OR GEOLOGY OF THE PROPERTY OR COMPLIANCE WITH LAWS AND REGULATIONS, INCLUDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES ON, UNDER, OR ABOUT THE PROPERTY OR THE COMPLIANCE OR NON-COMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE LAWS, REGULATIONS, OR OTHER GOVERNMENTAL REQUIREMENTS, INCLUDING (WITHOUT LIMITATION) ENVIRONMENTAL LAWS, REGULATIONS, OR REQUIREMENTS; PROVIDED THAT THIS DICLAIMER SHALL NOT BE CONSTRUED AS A DISCLAIMER OF THE GENERAL WARRANTY OF TITLE OR THE EXPRESS WARRANTIES. PURCHASER HAS MADE ITS OWN INVESTIGATION OF THE PROPERTY AND HAS MADE ITS OWN PROJECTIONS AS TO FUTURE REVENUES AND PROFITABILITY OF THE PROPERTY AND HAS RELIED ON ITS OWN INVESTIGATIONS IN ENTERING INTO THE CONTRACT AND CONSUMMATING THE TRANSACTIONS CONTEMPLATED HEREBY. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES AS TO TITLE AND THE EXPRESS WARRANTIES, PURCHASER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY SELLER OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH OR UNDER OR ON SELLER'S BEHALF. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING IN ALL RESPECTS.

TO HAVE AND TO HOLD the above described premises, together with all the rights and appurtenances lawfully accompanying it, by the Grantee, Grantee's heirs, executors, administrators, successors, and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors, and/or assigns to WARRANT AND FOREVER DEFEND all the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors, and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this 04 day of March, 2024.

WALLER COUNTY, TEXAS

By: Carbett "Trey" J. Duhon, III,
County Judge

THE STATE OF TEXAS §
§
COUNTY OF Waller §

The foregoing instrument was acknowledged before me on the 04 day of March, 2024, by Carbett "Trey" J. Duhon, III, County Judge, WALLER COUNTY, TEXAS.

ANA HERNANDEZ NOTARY PUBLIC STATE OF TEXAS NOTARY ID 125675830 MY COMM. EXP. 07-19-2027

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Grantee's Address:
The City of Brookshire
4029 5th Street
Brookshire, TX 77423

Prepared in the law office of Casey H. Cross
801 N. Madison, Mt. Pleasant, TX 75455
(903) 577-9500

GF #S2360491HE

SELLER'S CERTIFICATION OF NONFOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee that withholding of tax is not required upon the transfer of the U.S. real property interest by ("transferor"), the undersigned hereby certifies the following (if transferor is an entity, on behalf of the transferor):

A. INDIVIDUAL TRANSFEROR(S)

1. I am not a nonresident alien for purposes of United States income taxation,

2. My U.S. taxpayer identification number (social security number) is _____

3. My home address is: _____

_____.

B. CORPORATION, PARTNERSHIP, TRUST, OR ESTATE TRANSFEROR(S)

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the U.S. Internal Revenue Code and Treasury Department Regulations);

2. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii);

3. Transferor's U.S. taxpayer identification number is _____; and

4. Transferor's office address is _____

_____

C. The transferor understands that this certificate may be disclosed to the Internal Revenue Service, that any false statement contained in this certificate may be punished by fine or imprisonment or both, that transferee is relying on this certificate in determining whether withholding is required, and that transferee may face liabilities if any statement in this certificate is false.

D. Transferor hereby indemnifies transferee from any liability or cost which transferee may incur as a result of (1) the Seller's failure to pay any U.S. Federal income tax which such transferor is required to pay under applicable U.S. law or (2) any false or misleading statement contained in this certification.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete (and, for an entity transferor, I further declare that I have the authority to sign this document on behalf of transferor).

Date signed: 3.22.24

_____
Signature

_____
Typed or printed name

_____
Title (if signed on behalf of an entity transferor)

Notice to Transferor and Transferee – In the case of multiple transferors, certification should be obtained from each.

SUBSTITUTE 1099-S

PROCEEDS FROM REAL ESTATE TRANSACTIONS

FILER'S name, street address, city, state, ZIP code, and telephone no.		1 Date of closing (MMDDYY)	OMB No. 1545-0997
University Title Company 1021 University Drive East, College Station, TX 979.260.9818		03/22/2024	2024
		2 Gross proceeds $95,000.00	FORM 1099-S
FILER'S Federal Identification number 74 - 1753734	TRANSFEROR'S Identification number	3 Address of legal description (including city, state, and ZIP code) 00 TBD, Brookshire, TX, 77423	
TRANSFEROR'S name Waller County, Texas			
Street address (including apt. no.) 836 Austin Street, Suite 203		4 Check here if the transferor received or will receive property or services as part of the consideration ⇨ ☐	
City, state, and ZIP code Hempstead, TX, 77445		5 Check here if the transferor is a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust) ⇨ ☐	
Account number (optional) S2360491HE		6 Buyer's part of real estate tax $	

Instructions for Transferor

Generally, persons responsible for closing a real estate transaction must report the real estate proceeds to the Internal Revenue Service and must furnish this statement to you. If the real estate transferred was your main home, file Form 2119, Sale of Your Home, with your income tax return even if you sold at a loss or you did not replace your home. If the real estate transferred was not your main home, report the transaction in the applicable parts of Form 4797, Sales of Business Property, Form 6252, installment Sale income, and/or Schedule D (Form 1040), Capital Gains and Losses.

If you sold your home and (1) you did not own it for more than 9 years and (2) it was financed after 1990 under a Federally subsidized program (qualified mortgage bonds or mortgage credit certificates), you may have to recapture part of the subsidy. This will increase your tax. See Form 8828, Recapture of Federal Mortgage Subsidy, and Pub. 523, Selling Your Home.

Box 1.-Shows the date of closing.

Box 2.-Shows the gross proceeds from a real estate transaction, generally the sales price. Gross proceeds include cash and notes payable to you, notes assumed by the transferee (buyer), and any notes paid off at settlement. Box 2 does not include the value of other property or services you received or are to receive. See Box 4.

Box 3.-Shows the address of the property transferred or a legal description of the property.

Box 4.-If marked, shows that you received or will receive services or property (other than cash or notes) as part of the consideration for the property transferred. The value of any services or property (other than cash or notes) is not included in box 2.

Box 5 -If checked, shows that you are a foreign person (nonresident alien, foreign partnership, foreign estate, or foreign trust).

Box 6.-Shows certain real estate tax on a residence charged to the buyer at settlement. If you have already paid the real estate tax for the period that includes the sale date, subtract this amount from the amount already paid to determine your deductible real estate tax. But if you have already deducted the real estate tax in a prior year, generally report this amount as income on the "Other income" line on Form 1040. For more information, see Pub. 523.

UNDER PENALTY OF PERJURY, I CERTIFY THAT THE NUMBER SHOWN ON THIS STATEMENT IS MY CORRECT TAXPAYER IDENTIFICATION NUMBER.

DATED: 03/22/2024

Waller County, Texas

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION WILL BE IMPOSED ON YOU IF THIS ITEM IS REQUIRED TO BE REPORTED AND THE IRS DETERMINES THAT IT HAS NOT BEEN REPORTED.

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv Unins
4. ☐ VA 5. ☐ Conv Ins. 6. ☐ Seller Finance
7. ☒ Cash Sale.

6. File Number	7. Loan Number	8. Mortgage Ins Case Number
S2360491HE		

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower	E. Name & Address of Seller	F. Name & Address of Lender
The City of Brookshire, a Texas general law municipality **4029 5th Street** **Brookshire, TX 77423**	**Waller County, Texas** **425 FM 1488 #106** **Hempstead, TX 77445**	

G. Property Location	H. Settlement Agent Name	
Kellner, Block 29, Lot 11-13 & West ten feet of Lot 14, Waller County **00 TBD** **Brookshire, TX 77423**	**University Title Company** **1021 University Drive East** **College Station, TX 77840 Tax ID: 74-1753734** **Underwritten By: National Investors**	
	Place of Settlement **University Title Company - Hempstead** **840 13th Street, Suite 201** **Hempstead, TX 77445**	I. Settlement Date **3/22/2024** Fund: **3/22/2024**

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract Sales Price	**$95,000.00**	401. Contract Sales Price	**$95,000.00**
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	**$1,544.60**	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. HOA Assessment		406. HOA Assessment	
107. City Property Taxes		407. City Property Taxes	
108. County Property Taxes		408. County Property Taxes	
109. MUD Taxes		409. MUD Taxes	
110. Other Taxes		410. Other Taxes	
111. School Property Taxes		411. School Property Taxes	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	**$96,544.60**	**420. Gross Amount Due to Seller**	**$95,000.00**
200. Amounts Paid By Or in Behalf Of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff of first mortgage loan to	
205.		505. Payoff of second mortgage loan to	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. HOA Assessment		510. HOA Assessment	
211. City Property Taxes		511. City Property Taxes	
212. County Property Taxes		512. County Property Taxes	
213. MUD Taxes		513. MUD Taxes	
214. Other Taxes		514. Other Taxes	
215. School Property Taxes		515. School Property Taxes	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	**$0.00**	**520. Total Reduction Amount Due Seller**	**$0.00**
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)	**$96,544.60**	601. Gross Amount due to seller (line 420)	**$95,000.00**
302. Less amounts paid by/for borrower (line 220)	**$0.00**	602. Less reductions in amt. due seller (line 520)	**$0.00**
303. Cash From Borrower	**$96,544.60**	**603. Cash To Seller**	**$95,000.00**

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services;
• Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.
The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.
This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.
The information requested does not lend itself to confidentiality.

File No. S2360491HE

L. Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price	**$95,000.00**	**@ % =**	**$0.00**		
Division of Commission (line 700) as follows:					
701.	to				
702.	to				
703. Commission Paid at Settlement				**$0.00**	**$0.00**
800. Items Payable in Connection with Loan					
801. Loan Origination Fee **%**	to				
802. Loan Discount **%**	to				
803. Appraisal Fee	to				
804. Credit Report	to				
805. Lender's Inspection Fee	to				
806. Mortgage Insurance Application	to				
807. Assumption Fee	to				
900. Items Required by Lender To Be Paid in Advance					
901. Interest from **3/22/2024** to **4/1/2024** @ **$0**/day					
902. Mortgage Insurance Premium for months	to				
903. Hazard Insurance Premium for years	to				
1000. Reserves Deposited With Lender					
1001. Hazard insurance	months @		per month		
1002. Mortgage insurance	months @		per month		
1003. HOA Assessment	months @		per month		
1004. City Property Taxes	months @		per month		
1005. County Property Taxes	months @		per month		
1006. MUD Taxes	months @		per month		
1007. Other Taxes	months @		per month		
1008. School Property Taxes	months @		per month		
1011. Aggregate Adjustment					
1100. Title Charges					
1101. Copy Fee	to **University Title Company**				
1102. Abstract or title search	to **University Title - Reimbursement**				
1103. Title examination	to				
1104. Title insurance binder	to				
1105. Document preparation	to **Cross Law Firm**			**$150.00**	
1106. Notary fees	to				
1107. Attorney's fees	to				
(includes above items numbers:)					
1108. Title insurance	to **University Title Company**			**$801.00**	
(includes above items numbers:)					
1109. Lender's coverage	**$0.00/$0.00** .				
1110. Owner's coverage	**$95,000.00/$801.00**				
1111. Escrow Fee	to **University Title Company**			**$475.00**	
1112. State of Texas Policy Guaranty Fee	to **UTC fbo State of Texas**			**$2.00**	**$0.00**
1200. Government Recording and Transfer Charges					
1201. Recording Fees	Deed **$23.00** ; Mortgage ; Rel		to **University Title Company**	**$23.00**	
1202. City/county tax/stamps	Deed ; Mortgage		to		
1203. State tax/stamps	Deed ; Mortgage		to		
1204. Tax Certificates	to **RealTaxCONNECT, LLC**			**$86.60**	
1205. Courier/Messenger Fee	to **University Title Company**				
1206. E-Recording Fee	to **University Title Company**			**$7.00**	
1207. Additional Recording Fees	to **University Title Company**				
1300. Additional Settlement Charges					
1301. Survey	to				
1302. Pest Inspection	to				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				**$1,544.60**	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

DocuSign Envelope ID: 077A2C7A-A107-43E7-A11B-B9F4980112A4

THE CITY OF BROOKSHIRE, A TEXAS GENERAL LAW MUNICIPALITY

DocuSigned by:
Darrell Branch, Mayor
DARRELL BRANCH
MAYOR

WALLER COUNTY, TEXAS

CARBETT "TREY" J. DUHON, III
COUNTY JUDGE

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

3.22.24

Settlement Agent Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

DocuSign Envelope ID: 077A2C7A-A107-43E7-A11B-B9F4980112A4

Escrow No. S2360491HE/KL3

SELLER'S AND/OR PURCHASER'S/BORROWER'S STATEMENT

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance prorations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approve same for payment.

Seller(s)

WALLER COUNTY, TEXAS

CARBETT "TREY" J. DUHON, III
COUNTY JUDGE

Purchaser(s)

THE CITY OF BROOKSHIRE, A TEXAS GENERAL LAW MUNICIPALITY

DocuSigned by:
Darrell Branch, Mayor
D524C78DBC8E4A3...

DARRELL BRANCH
MAYOR

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: _____ Date: 3.22.24

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

DocuSign Envelope ID: 077A2C7A-A107-43E7-A11B-B9F4980112A4

DISCLOSURE AGREEMENT REGARDING LEGAL FEES AND LEGAL REPRESENTATION FOR DRAFTING CLOSING DOCUMENTATION

1. Legal Counsel. Documents for this closing have been prepared, at the request of the title company, by the law firm of Casey H. Cross ("Attorney"). The undersigned acknowledges that the Attorney has acted only in the limited capacity as counsel to prepare these documents, and has not, in any manner, undertaken to assist or render legal advice to the undersigned with respect to any loan, the property, or with respect to any of the documents being executed in connection with the closing. The undersigned further acknowledges that the undersigned may retain legal counsel for advice regarding the transaction, or to review and render advice concerning any of the documents being executed in connection with the closing.

2. Responsibility for Payment of Fees and Costs. The undersigned hereby acknowledge that the undersigned's obligation to pay the legal fees and all permissible out-of-pocket expenses incurred in connection with the preparation of the documents by making, at the closing, a payment in the amount set forth in the invoice for legal services described below, directly to either the Attorney or the title company closing the transaction, for the account of the Attorney.

3. Description of Legal Services Performed and Amount of Fee. The nature and extent of the legal services performed in connection with this transaction are itemized in the invoice for legal services submitted to the title company, a copy of which is available upon request for all purposes. The fee for these legal services through the date of the invoice is set forth on the invoice. Should the transaction be in assumption of (or subject to) any existing financing and should such contain so-called "Due on Sale" or like clauses, you should obtain the consent or waiver of the holder(s) of the existing financing to the transaction; failure to so do may give the holder of such financing the right to accelerate the maturity of such financing. The Cross Law Firm, P.C., has acted herein solely as a scrivener and, even though one party is billed for and may be obligated to pay our fee, we accept no responsibility for representing any such party.

4. Basis for Fee. The fee is intended to provide fair compensation for legal services rendered, taking into consideration the time and labor required, the complexities of the questions involved and the skill required to perform such services. Other considerations include the expertise of the Attorney in the complexities of the real estate practice, imposed document preparation deadlines, the necessary overhead associated with the rendering of services, and the assumption of risk by the Attorney in the rendering of these services.

The undersigned hereby acknowledges receiving and reading a copy of this statement, and by signature affirms the accuracy of the statements herein contained.

Dated: 22 day of March, 2024.

BORROWER/BUYER:

DocuSigned by:
Darrell Brandt, Mayor
0524C78DBC8E4A3...

SELLER:

Prepared in the law office of Casey H. Cross
801 N. Madison, Mt. Pleasant, TX 75455
(903) 577-9500

GF #S2360491HE

AFFIDAVIT AS TO DEBTS AND LIENS AND PARTIES IN POSSESSION

GF #: S2360491HE

SUBJECT PROPERTY: 00 TBD, Brookshire, TX, 77423

SALE/LEASE TO: The City of Brookshire, a Texas general law municipality

STATE OF Texas
COUNTY OF WALLER

BEFORE ME, the undersigned authority, on this day personally appeared Waller County, Texas SELLER/LESSOR/OWNER) personally known to me to be the person whose name is subscribed hereto and upon oath deposes and says:

1. THAT, to the best knowledge and belief of Affiant:
   a. The charges for all labor and materials that may have been furnished to the subject property or to the improvements thereon have been fully paid;
   b. All contracts for the furnishing of labor or materials to the subject property or improvements thereon have been completed and fully paid;
   c. There are no security agreements or leases affecting any goods or chattels that have become attached, or that will at any later date become attached, to the subject land or improvements thereon as fixtures that have not been fully performed and satisfied, and no unrecorded contracts, deeds, mortgages, mechanic's liens, leases, or options affecting the subject property or improvements thereon, except the following:

SECURED PARTY OR PARTY IN INTEREST		APPROXIMATE AMOUNT
NONE	_____ Initial Here	0.00

   d. There are no liens of any kind on the subject property, except the following:

CREDITOR		APPROXIMATE AMOUNT
NONE	_____ Initial Here	$0.00

2. THAT there are no proceedings, or notices of any proceedings, by any agency or authority, public or private, that levies taxes or assessments, which may result in taxes or assessments affecting the subject property and which are not shown by the public records.

3. There are no Judgments, Federal Tax Liens, or State Tax Liens against Affiant and/or subject property.

4. (a) THAT all ad valorem and personal property taxes (if any), all "use" type business taxes (if any), and association/maintenance type taxes or assessments (if any) that are currently due and payable have been paid or will be paid at closing and are shown on the settlement statements.
   (b) Any of the above referenced taxes which are the obligation of the Affiant but which are not yet due and payable, have been prorated on the settlement statements based on the best information available at this time. Affiant agrees, within 30 days of receipt of tax/association/maintenance statements from the various taxing/association/maintenance authorities, to adjust, in cash, with the purchaser, any and actual tax/association/maintenance prorations to coincide with actual taxes/assessments assessed against the subject property.

5. THAT the only occupants of the land are the undersigned Seller/Lessor/Owner. If other than Seller/Lessor/Owner, explain interest held: _____

6. Affiant is not a non-resident alien for purposes of United States Income Taxation and Affiant's United States taxpayer identifying number is disclosed on a 1099 or Certification for No Information Reporting signed by Affiant and delivered to University Title Company contemporaneous to this affidavit. Affiant understands that the Purchaser/Lessee of the above-described property intends to rely on the foregoing representations in

connection with the United States Foreign Investment in Real Property Tax Act (94 Stat. 2682 as amended). Affiant understands this Certification may be disclosed to the Internal Revenue Service by Purchaser/Lessee, Lender and/or University Title Company and that any false statements contained in this Certification may be punished by fine, imprisonment or both.

7. The undersigned seller/owner of the above referenced property do hereby authorize University Title Company to obtain payoff and release information from the current lien holder(s).

THIS affidavit is made to the Purchaser/Lessee and/or Lender, and to University Title Company, as an inducement to them to complete the above referenced transaction, and Affiant realizes that said Purchaser/Lessor and/or Lender and University Title Company are relying upon the representations contained herein; and Affiant does hereby swear under the penalties of perjury that the foregoing information is true and correct in all respects, to the best knowledge and belief of Affiant.

Executed this 22 day of March, 2024.

WALLER COUNTY, TEXAS

CARBETT "TREY" J. DUHON, III
COUNTY JUDGE

STATE OF TEXAS

COUNTY OF WALLER

SWORN TO AND SUBSCRIBED BEFORE ME on this 22nd day of March, 2024 , by CARBETT "TREY" J. DUHON, COUNTY JUDGE OF Waller County, Texas.

My commission expires:

Notary Public, State of TX
Notary's printed name:



TITLE COMPANY DISCLOSURES – SELLER

AFFIDAVIT AS TO DEBTS AND LIENS AND PARTIES IN POSSESSION

STATE OF TEXAS
COUNTY OF Waller

BEFORE ME, the undersigned authority, on this day personally appeared the below SELLER ("Affiant"), personally known to me, or through other proof of identity, to be the person whose name is subscribed hereto and upon oath deposes and says:

1. THAT, to the best knowledge and belief of Affiant:
   a. The charges for all labor and materials that may have been furnished to the subject property or to the improvements thereon have been fully paid;
   b. All contracts for the furnishing of labor or materials to the subject property or improvements thereon have been completed and fully paid;
   c. There are no security agreements or leases affecting any goods or chattels that have become attached, or that will at any later date become attached, to the subject land or improvements thereon as fixtures that have not been fully performed and satisfied, and no unrecorded contracts, deeds, mortgages, mechanic's liens, leases, or options affecting the subject property or improvements thereon, except the following

      $ _____ to _____

      $ _____ to _____

   d. There are no loans of any kind on the subject property, except the following:

      Initial $ $0.00 to NONE

      $ _____ to _____

2. THAT there are no proceedings, or notices of any proceedings, by any agency or authority, public or private, that levies taxes or assessments, which may result in taxes or assessments affecting the subject property and which are not shown by the public records.

3. There are no Judgments, Federal Tax Liens, or State Tax Liens against Affiant and/or subject property.

4. THAT all ad valorem and personal property taxes (if any), all "use" type business taxes (if any), and association/maintenance type taxes or assessments (if any) that are currently due and payable have been paid or will be paid at closing and are shown on the settlement statements.

5. THAT the only occupants of the land are the undersigned Seller/Lessor/Owner. If other than Seller/Lessor/Owner, explain interest held: _____

6. Affiant is not a non-resident alien for purposes of United States Income Taxation and Affiant's United States taxpayer identifying number is disclosed on a 1099 or Certification for No Information Reporting signed by Affiant and delivered to University Title Company contemporaneous to this affidavit. Affiant understands that the Purchaser/Lessee of the above-described property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act (94 Stat. 2682 as amended). Affiant understands this Certification may be disclosed to the Internal Revenue Service by Purchaser/Lessee, Lender and/or University Title Company and that any false statements contained in this Certification may be punished by fine, imprisonment or both.

7. The amount due any lienholder was furnished by the lienholder and is good only through an anticipated disbursement date. Should there be any discrepancies, UNIVERSITY TITLE COMPANY is authorized to disburse any additional funds required by lienholder and adjust the net amount due the SELLER by a like amount upon notification to SELLER.

THIS affidavit is made to the Purchaser/Lessee and/or Lender, and to University Title Company, as an inducement to them to complete the above referenced transaction, and Affiant realizes that said Purchaser/Lessor and/or Lender and University Title Company are relying upon the representations contained herein; and Affiant does hereby swear under the penalties of perjury that the foregoing information is true and correct in all respects, to the best knowledge and belief of Affiant.

MARITAL STATUS

My/Our marital status _____has OR _____ has not **(CHECK APPROPRIATE RESPONSE)** changed since the date that I/we acquired the property.

PROPERTY TAX PRORATIONS

(1) Property taxes for the current year have been prorated between BUYER and SELLER, who each acknowledge and understand that these prorations are based upon (a) the current taxes or an the most current tax appraised value using the current tax rate available; or (b) some other common method of estimation.

(2) The proration of such fees used in the closing was based on the following annual amounts: **$0.00**

(3) Should the actual tax figures for the year prorated prove to be different, resulting in the necessity for adjustment, the undersigned SELLER agrees and consents to make appropriate adjustments with the BUYER, and University Title Company shall have no responsibility in this regard.

CLOSING DISCLAIMER

SELLER acknowledges and understands that the above referenced transaction has not yet "closed." At this time, any change in possession of the Property takes place AT SELLER'S OWN RISK. SELLER also recognizes that neither the TITLE COMPANY nor its title insurance underwriter is under any obligation to defend possession of the Property.

THIS TRANSACTION IS NOT "CLOSED" UNTIL: (A) *all* title company requirements are completed to the satisfaction of the title company; (B) *all* necessary documents are properly executed, reviewed, and accepted by the

parties to this transaction and by TITLE COMPANY; and (C) *all* funds are collected and delivered to and accepted by the parties to whom they are due

ERRORS AND OMISSIONS

In the event any of the documents prepared in connection with the closing of this transaction contain errors which (1) misstate or inaccurately reflect the true and correct terms, conditions and provisions of this closing, and(2) the inaccuracy or misstatement is due to a clerical error or to a unilateral mistake on the part of the TITLE COMPANY, or (3) to a mutual mistake on the part of the TITLE COMPANY and/or BUYER and/or SELLER, the undersigned agrees to execute, in a timely manner, such correction documents as TITLE COMPANY may deem necessary to remedy such an inaccuracy or misstatement.

PRIVACY POLICY

We hereby acknowledge receiving a copy of UNIVERSITY TITLE COMPANY's PRIVACY POLICY included with the commitment for title insurance.

To wit: UNIVERSITY TITLE COMPANY is committed to safeguarding customer information. This policy governs our use of the information you provided to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Depending upon which of our services you are utilizing, the types of nonpublic information that we may collect include: (1) information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means; (2) information about your transaction with us, our affiliated companies, or others; and (3) information we receive from a consumer reporting agency.

We request this information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with which our affiliated companies or we have joint marketing agreements.

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulation to guard your nonpublic personal information.

Executed this 22 day of March, 2024.

WALLER COUNTY, TEXAS

CARBETT "TREY" J. DUHON, III
COUNTY JUDGE

STATE OF TEXAS
COUNTY OF Waller

SWORN to and subscribed to me on the 22 day of March, 2024, by CARBETT "TREY" J. DUHON, COUNTY JUDGE OF **Waller County, Texas.**

Notary Public, State of Texas

ANA HERNANDEZ NOTARY PUBLIC STATE OF TEXAS NOTARY ID 125675830 MY COMM. EXP. 07-19-2027

email

Date: March 22, 2024 GF: S2360491HE

Seller

Please complete the following information for our file.

Name: Waller County Judge
425 FM 1488 #106
Hempstead, TX 77445

Street

Thank you,

City: *Joan Sargent*
Waller County Treasurer
979-826-7707 phone
979-221-3769 cell
979-472-3909 fax
j.sargent@wallercounty.us

Phone (Cell) His or Hers

Phone (Cell) Her or Hers

Email Address: T.Duhon@wallercounty.us

****

Proceeds delivery:
___ Check

___ Wire
Bank Name: _____
Bank ABA# _____
Bank Acct# _____

E.Dorsey@wallercounty.us

Thank you for choosing University Title Company!

Invoice

EMBASSY RECORD MANAGEMENT & STORAGE

PO Box 5449
Bryan, TX 77805
(979) 776-3500
accountsreceivable@embassyrms.com

Waller County Courthouse
Attn: Danny Rothe
400 Sheriff R Glenn Smith Dr
Hempstead, Tx 77445

Date: 12/31/2023
Invoice #: 0035059
Customer #: WCC001

Total Amount Due: 8,661.00
Total Enclosed

NOTE: Thank you for your valued business!!

SERVICE DESCRIPTION	RATE	QUANTITY	TAX	FEE
MISCELLANEOUS				
Plant based shred by pound.	$ 0.2200	22,600.00	N	$ 4,972.0000
SERVICES				
Ledger Disassembly Labor	$ 589.0000	1.00	N	$ 589.0000
General Labor Box Removal 2 Trucks	$ 1,550.0000	2.00	N	$ 3,100.0000
		SUB-TOTAL		**$ 8,661.00**
		TAX		**$ 0.00**
		INVOICE TOTAL		**$ 8,661.00**

APPROVED
DANNY ROTHE
WC/DF/CM
2/22/2024

604-604-581837

STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT FOR WALLER COUNTY COURTHOUSE SHREDDING SERVICES

This Agreement for Waller County Courthouse Shredding Services ("Agreement") is entered into by and between Waller County, Texas ("County"), a political subdivision, and Embassy Records Management and Storage LLC (Contractor"), a Texas company.

WHEREAS, the County requires a contractor to provide shredding services at the Waller County Courthouse located at 836 Austin Street, Hempstead, TX 77445;

WHEREAS, the Contractor responded to the County's request for proposals and attested that it has qualified staff and adequate vehicles which are capable of handling all shredding services requested in the County's scope of work, including all labor, tools, equipment, transportation, permits, fees, taxes, incidentals, and materials necessary to perform the shredding services; and

WHEREAS, pursuant to its remitted Cost Proposal, the Contractor shall charge the County no more than $7,000.00 for all shredding services set forth in the County's scope of work.

NOW, THEREFORE, the parties agree as follows:

1. **Contract Documents and Order of Precedence.** The parties to this Agreement are also bound by the following Contract Documents: Request for Proposals-Courthouse Shredding Services (RFP) and Contractor's response to RFP ("RFP Response"). To the extent the terms of these documents conflict, the order of precedence shall be: (1) this Agreement, (2) Exhibit to this Agreement, (3) the RFP, then (4) the RFP Response.

2. **Scope.** The scope of Contractor's services under this Agreement is attached in Exhibit A.

3. **Term and Termination.** The term of this Agreement shall commence on full contract execution. Moving services will take place on Friday, December 15, 2023. The County may terminate this Agreement with thirty (30) days' written notice.

4. **Payment of Invoices.** The County has thirty (30) days from receipt of Contractor's invoice to make payment. Payments will be made from current revenues. The County will not pay an invoice in full if there is a dispute about the accuracy of the invoice.

5. **Tax Exempt.** The County is a tax-exempt organization. If Contractor makes purchase(s) under this Agreement that will be billed to the County, the County will not reimburse Contractor for taxes from which it is exempt. The County can provide tax exempt paperwork upon request.

6. **Other Expenses.** Except as otherwise expressly set forth in this Agreement and the Contract Documents, each of the parties will bear its own expenses in connection with the performance contemplated by this Agreement and the Contract Documents.

7. **Jurisdiction and Venue.** This Agreement is performable in Waller County, Texas. This Agreement shall be governed by the laws of the State of Texas, without regard to its conflict of laws provisions. Venue and jurisdiction for any litigation, mediation, or legal conflicts arising under this Agreement shall lie exclusively in Waller County, Texas for state or local claims and federal courts in the Southern District of Texas for federal claims.

8. **No Arbitration.** The County does not agree to arbitration.

9. **Defenses, Immunities, and Remedies.** The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.

10. **Waiver and Compliance.** No claim or right arising out of a breach of this Agreement 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 Agreement does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision.

11. **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 Agreement.

12. **Additional Insured.** Contractor's insurance policies that cover performance under this Agreement shall name the County as an additional insured.

13. **Assignment.** This Agreement cannot be assigned by Contractor without the prior written consent of the County.

14. **No Third-Party Beneficiaries.** This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.

15. **Independent Contractor.** It is understood and agreed between the parties that Contractor is an independent contractor for the performance of its obligations hereunder, and the County assumes no responsibilities or liabilities for Contractor's performance of this Agreement. Contractor agrees to defend, indemnify, and hold harmless the County, including but not limited to the County's officials, officers, employees, agents, and affiliates, from any and all claims, losses, damages, injuries, suits, judgments, and reasonable attorney's fees relating to Contractor's performance of this Agreement.

16. **Amendments.** All amendments and additions to this Agreement or its Exhibits and Contract Documents must be approved by Contractor and the Waller County Commissioners' Court.

17. **Authority to Sign.** Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.

18. **Invalid Provisions.** In the event any section, subsection, paragraph, subparagraph, or sentence of this Agreement is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, or sentence. 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.

19. **Entire Agreement.** Except as may otherwise be provided herein, this Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof. No obligations, agreements, representations, warranties, or certifications, expressed or implied, shall exist among the parties except as expressly stated herein.

20. **Confidentiality.** The County is bound by 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 Agreement. 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.

21. **Notices.** 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:

To the County:

Attn: County Judge
425 FM 1488, Suite 106
Hempstead, Texas 77445

To Contractor:

Attn: Embassy Records Management and Storage LLC
6936 Old Jones Road
College Station, Texas 77845

COUNTY

Carbett "Trey" J. Duhon III
County Judge

Date: DEC 0 6 2023

CONTRACTOR

Jared Snow
General Manager

Date: 12/11/23

EXHIBIT A

Courthouse Shredding Services Scope of Services

From: Jared Snow <jared@embassyrms.com>
Sent: Monday, November 13, 2023 4:42 PM
To: Danny Rothe <d.rothe@wallercounty.us>
Subject: Shredding Project for Waller County

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 afternoon Danny,

My name is Jared Snow and I am the General manager of Embassy Records Management and Storage. We provide all document management solutions including secure document storage, document imaging, document shredding, computer tape archival and alternative storage solutions.

Company Profile:

We are Embassy Records Management and Storage LLC. Incorporated in the state of Texas. ERMS has been in business since 2014. It is owned by Cindy, Amanda and Charles Mancuso. We are a registered HUB business. We are a majority owned female business. We have 2 locations. Our main location is in College Station, TX and our other location is in Waco, TX. Our service footprint is a large triangle ranging from SW Austin to SE Houston to Burleson TX and everywhere in between. We have 15 employees. I (Jared Snow) have 23 years of industry experience and I manage or oversee both locations. I have worked for 4 different document management firms over the course of my adult life starting after my graduation from TAMU.

Project Statement:

It will be our task to remove and confidentially destroy approximately 5000-7000 lbs. of old outdated paper material on the top floor of the Waller County admin building. Due to lack of elevator access to this floor it will require a manual bring down of documents to be shredded from said floor via flights of stairs. This will require four employees and two box trucks. Many of the documents are very old in age and will require the hard bound materials to be removed prior to shredding. Nothing is uniform.

Quality Assurance:

ERMS is an AAA NAID certified shredding service. All employees are vetted prior to hire. Each employee has a federal, state, and county check done for the last 7 years. This is to be renewed upon each employee third anniversary with the company and is repeated every three years of their employment. Each employee is drug screened upon hire and are required every two years after employment and are subject to random drug screens. Each employee signs a

confidentiality agreement upon hire and is required to sign for acknowledgement of our operational and procedural manual every other year.

References:

Texas A&M University

The Physicians Center

City of College Station

City of Waco

WACO ISD

Blinn College

McClenan Community College

West Webb Law Firm

Bryan ISD

TEEX

Texas Transportation Institute

Citizen's State Bank

First Financial Bank

Brenham National Bank

L3 avionics

American Momentum Bank

The Strong Law Firm

Hoelscher Lipsey Elmore and Pool

Seidel Shroeder

Thompson Derrig and Craig

Waco Family Medicine

Health Point Medical Clinics

City of Navasota

Navasota ISD

Cost Proposal:

Estimated 20 hours of labor between 4 employees. $1550

Estimated 7000 lbs. of paper shredded. $1500

Estimated 5 hours of hardbound material removal. $290

Total estimated for entire project = $3340

Our first available for this project would be Friday 12/15.

Our next available will be after the new year.

If you would like to get on schedule please let us know.

Thank you sir.

Jared Snow

Embassy RMS Client Portal Login

Secure Document Destruction

Records Storage

Leave us a Google review.

C 512-466-2260

WALLER COUNTY

Danny R. Rothe, CCCA
County Construction Manager

MEMORANDUM

To: Honorable Commissioners' Court

Item: **Courthouse Project City Permit Fees's (SEDALCO Check Request)**

Date: **March 20, 2024**

Background

Judge/Commissioners

The City of Hempstead issued the permit on 3/1/24. SEDALCO paid for the permit on County's behalf so there would not be any delays. Permit costs are not part of SEDALCO contract or budget, these fee's are part of Owner costs and is listed on item 6 of the Waller County Soft Cost budget (see attached)

These anticipated fee's were also discussed in Commissioners Court on 9/13/23.

The Plan Check Fee of $40,330.00 has been paid.

Costs:

- Building Permit Fee Check - $80,660.00 (Check made out to SEDALCO)

Source of Funds:

- 604-604-581000 (Courthouse Soft Cost #6)

Staff Recommendation

Please approve a check request to SEDALCO for $80,660.00.

Danny R. Rothe
Waller County Director of Facilities / Construction Manager

d.rothe@wallercounty.us

CITY OF HEMPSTEAD

1125 Austin St
Hempstead, TX 77445
(979)826-2486 Fax (979)826-6703
www.hempsteadcitytx.gov

BUILDING PERMIT

PERMIT #:	064695	DATE ISSUED:	3/01/2024
PROJECT ADDRESS:	836 AUSTIN ST	EXPIRES:	9/01/2024
		LOT #:	1,2 & 3
ISSUED TO:	WALLER COUNTY	BLK #:	164
ADDRESS	836 AUSTIN ST		
CITY	HEMPSTEAD	CONTRACTOR:	SEDALCO CONSTRUCTION SERVICES
STATE	TX	ADDRESS:	4100 FOSSIL CREEK BLVD
ZIP:	77445-4667	CITY ST ZIP:	FORT WORTH TX 761372723
PHONE:	979-826-7600	PHONE:	817-831-2245
PROP.USE		SQ FT	59,880.00
WORK:	NEW COMMERCIAL	OCCP TYPE:	
VALUATION:	$ 40,000,000.00	ZONE ORD:	
WORK CLASS:			

FEE DESCRIPTION	AMOUNT
VALUATION FEE	$80,660.00
TOTAL	$80,660.00

DESCRIPTION OF WORK:

NOTES:

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT) — DATE 3/1/24

(APPROVED BY) — DATE 3/1/24

WALLER COUNTY

Danny R. Rothe, CCCA
County Construction Manager

MEMORANDUM

To: Honorable Commissioners' Court

Item: **Courthouse Project City Plan Check Fees's (Check Request)**

Date: **September 13, 2023**

Background

Judge/Commissioners

The Courthouse project is currently out for bids with SEDALCO. Bids are due September 20th. Presentation to Court will be on October 4th and 11th.

As is customary when a project is out for bids, the project is also submitted to the AHJ for plan review and permitting. The City of Hempstead has sent an invoice of $40,330.00 for Plan Check which is currently underway.

Be advised that when the Permit is pulled that there will be an additional cost of $80,660.00 for the Building Permit.

Costs:

- Plan Check - $40,330.00 PAID

Source of Funds:

- 603-603-545405

Staff Recommendation

Please approve a check request for $40,330.00.

Danny R. Rothe
Waller County Construction Manager

d.rothe@wallercounty.us

Waller County - New Courthouse

October 2, 2023

Business Node

		(BIC)	Actual Cost	Notes
	Design Build Contract			
1	GMP Exhibit "F"	SEDALCO/BSW	$41,043,600.00	
2	Swing Space Exhibit "E"	SEDALCO/BSW	$0.00	
	Subtotal		**$41,043,600.00**	
	Waller County - Soft Costs			
1	3rd Party Architect Review - Mike King	Waller County	$60,000.00	$2,000/month for 30 months
2	Construction Material Testing *(Consultant)*	Waller County	$75,000.00	$59,569 budget from Alpha
3	Move to Swing Space	Waller County	$350,000.00	Waller County Budget
4	Move to New Courthouse	Waller County	$175,000.00	Waller County Budget
5	Document Shredding	Waller County	$35,000.00	Waller County Budget
6	Permits - City of Hempstead	Waller County	$80,660.00	
7	Plan Review - City of Hempstead	Waller County	$40,330.00	
8	Gas Service Upgrade	Waller County	$15,000.00	Waller County Budget
9	Water Service Upgrade	Waller County	$25,000.00	Waller County Budget
10	Electrical Service Upgrade	Waller County	$50,000.00	Waller County Budget
11	Incoming Fiber Service to Building	Waller County	$15,000.00	Waller County Budget
12	TXDOT - Permit	Waller County	$10,000.00	Waller County Budget
13	Legal Fees	Waller County	$0.00	
14	Interest	Waller County	$0.00	
15	Taxes/Insurance	Waller County	$0.00	
16	Ground Breaking Ceremony	Waller County	$5,000.00	Waller County Budget
17	Dedication Ceremony	Waller County	$15,000.00	Waller County Budget
18	Publications/Brochures	Waller County	$2,000.00	Waller County Budget
19	Final Plat	Waller County	$25,000.00	Waller County Budget
20	Traffic Consultant (Possible TXDOT or City)	Waller County	$10,000.00	Waller County Budget
21	AT&T Line Relocation	Waller County	$50,000.00	Waller County Budget
22	Furniture	Waller County	$878,328.00	BSW Budget
23	Technology - Data Switch Gear/VOIP	Waller County	$125,000.00	Waller County Budget
24	Computer Monitors - Built In	Waller County	$2,500.00	Waller County Budget
25	Computer Keyboards - Built In	Waller County	$1,000.00	Waller County Budget
26	SWAGIT - Courtroom Camera System	Waller County	$55,000.00	Waller County Budget
27	Copiers (Moving)	Waller County	$2,000.00	Waller County Budget
28	Desktop Printers	Waller County	$0.00	Waller County Budget
29	Plotter	Waller County	$0.00	Waller County Budget
30	Floor Shredder	Waller County	$0.00	Waller County Budget
31	Postage Meter	Waller County	$0.00	Waller County Budget
32	Metal Detector	Waller County	$10,000.00	Waller County Budget
33	X-Ray Machine	Waller County	$50,000.00	Waller County Budget
34	Trash Containers (Included in Furniture)	Waller County	$0.00	Waller County Budget
35	Safes	Waller County	$0.00	Waller County Budget
36	Vending Machines	Waller County	$0.00	Waller County Budget
37	Coffee Makers	Waller County	$2,500.00	Waller County Budget
38	Microwaves	Waller County	$2,500.00	Waller County Budget
39	Telephones (Included in Technology)	Waller County	$0.00	Waller County Budget
40	Courtroom Gallery Bench Seating	Waller County	$27,949.00	Waller County Budget
41	Monitors/Televisions Beyond AV Scope	Waller County	$20,000.00	Waller County Budget
42				
43				
44				
45				
	Subtotal		**$2,214,767.00**	

Project Total	$43,258,367.00

Notes:

1

SEDALCO
CONSTRUCTION SERVICES

CHECK REQUEST FORM

Date: 2/29/2024

Requested By: Laura Reddehase

Project: 22523-2 - Waller County Courthouse Replacement

Job Number: 22523-2 **Phase/Cost Code:** 100.01960.-2

Requested Amount: **$80,660.00**

Payee: **City of Hempstead**

Explanation: Check to City of Hempstead to obtain the building permit. Funds will be reimbursed out of the Owner's Contigency per conversation with Danny Rothe.

Check Needed By: 2/30/2024

Signatures: _____ **Date:** **2/29/2024**

_____ **Date:** **2/29/2024**

Approval(s): _____ **Date:** _____

Prepared by: Jackie Allen
2/29/2024

Invoice # 064695

City of Hempstead

Building Department
1125 Austin St
Hempstead, TX 77445
Tel: 979-826-2486 Opt. 2

Email: permits@hempsteadcitytx.gov
Web: www.hempsteadcitytx.gov

Date:	To:	Address of Project:
February 29, 2024	Waller County 836 Austin Street Hempstead, TX 77445 979-826-7600	836 Austin Street Hempstead, TX 77445

Valuation of work: $40,000,000

Description	Charge	Due
Building Permit	$80,660.00	$80,660.00
Plan Check	$40,330.00	Paid
Total		**$80,660.00**

Thank you for your business!

Invoice # 064695

City of Hempstead

Building Department
1125 Austin St
Hempstead, TX 77445
Tel: 979-826-2486 Opt. 2

Email: permits@hempsteadcitytx.gov
Web: www.hempsteadcitytx.gov

Date:	To:	Address of Project:
August 30, 2023	Waller County 836 Austin Street Hempstead, TX 77445 979-826-7600	836 Austin Street Hempstead, TX 77445

Valuation of work: $40,000,000

Description	Charge	Due
Building Permit	$80,660.00	Pending
Plan Check	$40,330.00	$40,330.00
Total	**$40,330.00**	

PAID

Thank you for your business!

CITY OF HEMPSTEAD
826-2486
***** R E P R I N T R E C E I P T *****

REC#: 00558863 3/01/2024 1:16 PM
OPER: LRU TERM: 010
REF#: 126510-LR

TRAN: 100.4256 PERMITS
064695 80,660.00CR
WALLER COUNTY
836 AUSTIN ST
BLD 80,660.00CR

TENDERED: 80,660.00 CHECK
APPLIED: 80,660.00-

CHANGE: 0.00

SEDALCO
CONSTRUCTION SERVICES

Waller County Design Build Overview

Item 65.

Date: 3/1/2024

Description	Original Contract Amount In Exhibit A 5/12/2021	Amount Added In Exhibit B 5/2/2022	Total Through Exhibit B	Amount Added In Exhibit C 2/6/2023	Total Through Exhibit C	Amount Added In Exhibit D 4/26/2023	Total Through Exhibit D	Amount Added In Exhibit E 5/17/2023	Total Through Exhibit E	Amount Added In Swing Space Change Order # 001 8/2/2023	Total Through Swing Space Change Order # 001	Amount Added In Swing Space Change Order # 002 10/4/2023	Total Through Swing Space Change Order # 002	Amount Added In Exhibit F 10/4/2023	Total Through Exhibit F	Amount Added In Exhibit G 11/17/2023	Total Through Exhibit G
Programming, Pre-Schematic, & Assessments																	
Programming, Pre-Schematic, & Assessments Costs	$358,353.62	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PROGRAMMING & ASSESSMENTS TOTAL	$358,353.62	$0.00	$358,353.62	$0.00	$358,353.62	$0.00	$358,353.62	$0.00	$358,353.62	$0.00	$358,353.62	$0.00	$358,353.62	$0.00	$358,353.62	$0.00	$358,353.62
Maintenance Node																	
Maintenance Node Design Services	$0.00	$970,500.00	$970,500.00	($114,476.00)	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00
Maintenance Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Maintenance Node Total	$0.00	$970,500.00	$970,500.00	($114,476.00)	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00	$0.00	$856,024.00
BUSINESS NODE																	
Courthouse Design Services	$0.00	$1,273,310.00	$1,273,310.00	$1,130,528.00	$2,403,838.00	$0.00	$2,403,838.00	$0.00	$2,403,838.00	$0.00	$2,403,838.00	$0.00	$2,403,838.00	$0.00	$2,403,838.00	$0.00	$2,403,838.00
Courthouse Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,639,762.00	$38,639,762.00	$0.00	$38,639,762.00
Courthouse Total	*$0.00*	*$1,273,310.00*	*$1,273,310.00*	*$1,130,528.00*	*$2,403,838.00*	*$0.00*	*$2,403,838.00*	*$0.00*	*$2,403,838.00*	*$0.00*	*$2,403,838.00*	*$0.00*	*$2,403,838.00*	*$38,639,762.00*	*$41,043,600.00*	*$0.00*	*$41,043,600.00*
Swing Space Design Services	$0.00	$0.00	$0.00	$184,531.00	$184,531.00	$0.00	$184,531.00	$0.00	$184,531.00	$0.00	$184,531.00	$0.00	$184,531.00	$0.00	$184,531.00	$0.00	$184,531.00
Swing Space Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,825,812.00	$1,825,812.00	$0.00	$1,825,812.00	$0.00	$1,825,812.00	$0.00	$1,825,812.00	$0.00	$1,825,812.00
Swing Space Change Order # 001	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$122,435.85	$122,435.85	$0.00	$122,435.85	$0.00	$122,435.85	$0.00	$122,435.85
Swing Space Change Order # 002	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$233,968.37	$233,968.37	$0.00	$233,968.37	$0.00	$233,968.37
Swing Space Total	*$0.00*	*$0.00*	*$0.00*	*$184,531.00*	*$184,531.00*	*$0.00*	*$184,531.00*	*$1,825,812.00*	*$2,010,343.00*	*$122,435.85*	*$2,132,778.85*	*$233,968.37*	*$2,366,747.22*	*$0.00*	*$2,366,747.22*	*$0.00*	*$2,366,747.22*
Business Node Totals	$0.00	$1,273,310.00	$1,273,310.00	$1,315,059.00	$2,588,369.00	$0.00	$2,588,369.00	$1,825,812.00	$4,414,181.00	$122,435.85	$4,536,616.85	$233,968.37	$4,770,585.22	$38,639,762.00	$43,410,347.22	$0.00	$43,410,347.22
Judicial Node																	
Justice Tower Design Services	$0.00	$3,572,550.00	$3,572,550.00	$2,015,777.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00
Justin Tower Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Judicial Node Total	$0.00	$3,572,550.00	$3,572,550.00	$2,015,777.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00	$0.00	$5,588,327.00
Macerator, Hoist, & Valve																	
Macerator, Hoist, & Valve Design Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Macerator, Hoist, & Valve Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$264,316.00	$264,316.00	$0.00	$264,316.00	$0.00	$264,316.00	$0.00	$264,316.00	$0.00	$264,316.00	$0.00	$264,316.00
Macerator, Hoist, & Valve Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$264,316.00	$264,316.00	$0.00	$264,316.00	$0.00	$264,316.00	$0.00	$264,316.00	$0.00	$264,316.00	$0.00	$264,316.00
506 Upgrades & Modular Building																	
506 Upgrades & Modular Building Design Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$230,921.00	$230,921.00
507 Upgrades & Modular Building Construction Costs	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
506 Upgrades & Modular Building Totals	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$230,921.00	$230,921.00
Design Build Contract Total	$358,353.62	$5,816,360.00	$6,174,713.62	$3,216,360.00	$9,391,073.62	$264,316.00	$8,836,380.62	$1,825,812.00	$11,481,201.62	$122,435.85	$11,603,637.47	$233,968.37	$11,837,605.84	$38,639,762.00	$50,477,367.84	$230,921.00	$50,708,288.84

SEDALCO
CONSTRUCTION SERVICES

22523 Business Node Pay App #16 Feb 2024 (R0)

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Waller County

PROJECT: Waller Co. Business Node

APPLICATION NO: 16

PERIOD TO: 29-Feb-24

Distribution to:

x	OWNER
x	ARCHITECT
x	CONTRACTOR

FROM CONTRACTOR: SEDALCO, INC.
4100 Fossil Creek Blvd.
Fort Worth, Tx 76137

VIA ARCHITECT: BSW Architect, Inc.

ARCHITECT'S PROJECT NOS: Multiple

CONTRACT FOR: New Construction

CONTRACT DATE: 6/1/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM (Exhibit B)		$ 1,273,310.00
2a. Net change by Exhibits		$ 41,766,163.00
2b. Net change by Change Orders		$ 356,404.82
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 43,395,877.82
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 8,926,780.40
5. RETAINAGE:		
a. 5 % of Construction Cost (Column D + E on G703)	$ 90,044.20	
b. 5 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 90,044.20
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 8,836,736.20
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 8,307,584.68
8. CURRENT PAYMENT DUE		$ 529,151.53
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 34,559,141.62

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$42,137,037.82	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$42,137,037.82	$0.00
NET CHANGES by Change Order	$42,137,037.82	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of TEXAS County of Waller
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ 529,151.53

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

EXHIBIT & CHANGE ORDER SUMMARY
(Breakdown of line 2)

Date Approved	Description	AMOUNT	PROJECT
2/6/2023	EXHIBIT C, AMENDMENT	$1,315,059.00	Courthouse & Swing Space Design
5/17/2023	EXHIBIT E, AMENDMENT	$1,825,812.00	Swing Space Construction
8/2/2023	EXHIBIT E, CHANGE ORDER 1	$122,435.85	Swing Space Construction
10/4/2023	EXHIBIT E, CHANGE ORDER 2	$233,968.97	Swing Space Construction
10/4/2023	EXHIBIT F, AMENDMENT	$38,625,292.00	Courthouse Construction
	2. Net change by Exhibits & Change Orders	$42,122,567.82	

Swing Space Design (Non-Retainage items)	$0.00	1	$0.00
Swing Space General Conditions (Non-Retainage items)	$0.00	1	$0.00
Swing Space Construction (Retainage items)	$0.00	0.95	$0.00
Swing Space Released Retainage	$0.00	1	$0.00
Court House Design (Non-Retainage items)	$0.00	1	$0.00
[redacted]			
Court House Construction (Retainage items)	$456,230.45	0.95	$433,418.93
8. CURRENT PAYMENT DUE			$529,151.53

Total Design Cost	$0.00
Total Construction Cost	$529,151.53
8. CURRENT PAYMENT DUE	$529,151.53

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **16**
APPLICATION DATE: **3/1/2024**
PERIOD TO: **2/29/2024**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
	SWING SPACE DESIGN BUILD SERVICES														
1.1	Swing Space Design Fees & C.A. Services	0.000	145,800.00	145,800.00	67,654.00	213,454.00	0.00	213,454.00	213,454.00	0.00	0.00	213,454.00	100%	0.00	0.00
1.2	Swing Space FF&E Design Fees	0.000	16,200.00	16,200.00	7,517.00	23,717.00	0.00	23,717.00	5,000.00	0.00	0.00	5,000.00	21%	18,717.00	0.00
1.3	Swing Space As-Built	0.000	9,800.00	9,800.00	0.00	9,800.00	0.00	9,800.00	9,800.00	0.00	0.00	9,800.00	100%	0.00	0.00
1.4	Swing Space Reimbursable Allw.	0.000	5,000.00	5,000.00	0.00	5,000.00	0.00	5,000.00	3,250.00	0.00	0.00	3,250.00	65%	1,750.00	0.00
1.5	General Conditions	0.000	0.00	0.00	385,535.00	385,535.00	0.00	385,535.00	385,535.00	0.00	0.00	385,535.00	100%	0.00	0.00
1.6	Mobilization (Temp. Fence, Trailer, Etc.)	0.000	0.00	0.00	15,000.00	15,000.00	0.00	15,000.00	15,000.00	0.00	0.00	15,000.00	100%	0.00	0.00
1.7	Subcontractor Default Insurance	0.000	0.00	0.00	17,739.00	17,739.00	0.00	17,739.00	17,739.00	0.00	0.00	17,739.00	100%	0.00	0.00
1.8	General Liability & Builder's Risk Insurance	0.000	0.00	0.00	9,006.00	9,006.00	0.00	9,006.00	9,006.00	0.00	0.00	9,006.00	100%	0.00	0.00
1.9	AGC Fees	0.000	0.00	0.00	3,803.00	3,803.00	0.00	3,803.00	3,803.00	0.00	0.00	3,803.00	100%	0.00	0.00
1.10	Payment & Performance Bonds	0.000	0.00	0.00	33,304.00	33,304.00	0.00	33,304.00	33,304.00	0.00	0.00	33,304.00	100%	0.00	0.00
1.11	Design/Builder Overhead & Profit	0.000	7,731.00	7,731.00	78,839.00	86,570.00	0.00	86,570.00	86,570.00	0.00	0.00	86,570.00	100%	0.00	0.00
8	**Demolition**														
8.1	Mobilization	0.000	0.00	0.00	1,150.00	1,150.00	0.00	1,150.00	1,150.00	0.00	0.00	1,150.00	100%	0.00	0.00
8.2	Interior Demo	0.000	0.00	0.00	19,879.00	19,879.00	0.00	19,879.00	19,879.00	0.00	0.00	19,879.00	100%	0.00	0.00
8.3	MEP Demo	0.000	0.00	0.00	5,435.00	5,435.00	0.00	5,435.00	5,435.00	0.00	0.00	5,435.00	100%	0.00	0.00
8.4	Saw cut	0.000	0.00	0.00	5,550.00	5,550.00	0.00	5,550.00	5,550.00	0.00	0.00	5,550.00	100%	0.00	0.00
8.5	Demobilization	0.000	0.00	0.00	900.00	900.00	0.00	900.00	900.00	0.00	0.00	900.00	100%	0.00	0.00
8.6	PCO ALLW-1 Mold Remediation Balance (See Line Item 9.3A and 21.4)	0.000	0.00	0.00	12,727.00	12,727.00	0.00	12,727.00	12,727.00	0.00	0.00	12,727.00	100%	0.00	0.00
9	**Sitework**														
9.1	Storm Drain Materials	0.000	0.00	0.00	33,500.00	33,500.00	0.00	33,500.00	33,500.00	0.00	0.00	33,500.00	100%	0.00	0.00
9.2	Storm Drain Labor	0.000	0.00	0.00	36,500.00	36,500.00	0.00	36,500.00	36,500.00	0.00	0.00	36,500.00	100%	0.00	0.00
9.3	Tree Trimming & Removal	0.000	0.00	0.00	16,200.00	16,200.00	0.00	16,200.00	16,200.00	0.00	0.00	16,200.00	100%	0.00	0.00
9.3A	Offset for Line Item 8.6	0.000	0.00	0.00	-12,727.00	-12,727.00	0.00	-12,727.00	-12,727.00	0.00	0.00	-12,727.00	100%	0.00	0.00
10	**Concrete Work**														
10.1	Concrete Material (Pads & Pour-backs)	0.000	0.00	0.00	13,500.00	13,500.00	0.00	13,500.00	13,500.00	0.00	0.00	13,500.00	100%	0.00	0.00
10.2	Concrete Labor (Pads & Pour-backs)	0.000	0.00	0.00	17,500.00	17,500.00	0.00	17,500.00	17,500.00	0.00	0.00	17,500.00	100%	0.00	0.00
11	**Carpentry & Millwork**														
11.1	Millwork & Countertops	0.000	0.00	0.00	34,206.00	34,206.00	0.00	34,206.00	34,206.00	0.00	0.00	34,206.00	100%	0.00	0.00
12	**Roofing**														
12.1	Roof & Gutter Repairs	0.000	0.00	0.00	24,500.00	24,500.00	0.00	24,500.00	24,500.00	0.00	0.00	24,500.00	100%	0.00	0.00
13	**Openings**														
13.1	Door, Frame, & Hardware Materials	0.000	0.00	0.00	104,030.00	104,030.00	0.00	104,030.00	104,030.00	0.00	0.00	104,030.00	100%	0.00	0.00
13.2	Door, Frame, & Hardware Installation	0.000	0.00	0.00	9,975.00	9,975.00	0.00	9,975.00	9,975.00	0.00	0.00	9,975.00	100%	0.00	0.00
14	**Glass and Glazing System**														
14.1	Glazing & Windows	0.000	0.00	0.00	20,000.00	20,000.00	0.00	20,000.00	20,000.00	0.00	0.00	20,000.00	100%	0.00	0.00
15	**Finishes**														
15.1	Plaster	0.000	0.00	0.00	77,300.00	77,300.00	0.00	77,300.00	77,300.00	0.00	0.00	77,300.00	100%	0.00	0.00
15.2	Cold Formed Metal Framing & Drywall	0.000	0.00	0.00	107,456.00	107,456.00	0.00	107,456.00	107,456.00	0.00	0.00	107,456.00	100%	0.00	0.00
15.3	Acoustical Ceilings	0.000	0.00	0.00	44,000.00	44,000.00	0.00	44,000.00	44,000.00	0.00	0.00	44,000.00	100%	0.00	0.00
15.4	LVT Flooring	0.000	0.00	0.00	34,500.00	34,500.00	0.00	34,500.00	34,500.00	0.00	0.00	34,500.00	100%	0.00	0.00

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

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Contractor's signed Certification is attached.
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Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **16**
APPLICATION DATE: **3/1/2024**
PERIOD TO: **2/29/2024**
ARCHITECT'S PROJECT NO.: **Multiple**

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
15.5	Painting	0.000	0.00	0.00	33,400.00	33,400.00	0.00	33,400.00	33,400.00	0.00	0.00	33,400.00	100%	0.00	0.00
15.6	Power Wash & Cleaning	0.000	0.00	0.00	2,800.00	2,800.00	0.00	2,800.00	2,800.00	0.00	0.00	2,800.00	100%	0.00	0.00
16	**Specialties**														
16.1	Flagpoles	0.000	0.00	0.00	4,000.00	4,000.00	0.00	4,000.00	4,000.00	0.00	0.00	4,000.00	100%	0.00	0.00
17	**Mechanical - Plumbing**														
17.1	Labor, Materials, Equipment	0.000	0.00	0.00	21,400.00	21,400.00	0.00	21,400.00	21,400.00	0.00	0.00	21,400.00	100%	0.00	0.00
18	**Mechanical - HVAC**														
18.1	Mobilization	0.000	0.00	0.00	6,959.00	6,959.00	0.00	6,959.00	6,959.00	0.00	0.00	6,959.00	100%	0.00	0.00
18.2	HVAC Demo Labor	0.000	0.00	0.00	7,352.00	7,352.00	0.00	7,352.00	7,352.00	0.00	0.00	7,352.00	100%	0.00	0.00
18.3	HVAC Equipment Material	0.000	0.00	0.00	220,427.00	220,427.00	0.00	220,427.00	220,427.00	0.00	0.00	220,427.00	100%	0.00	0.00
18.4	HVAC Specialties & Trim Material	0.000	0.00	0.00	4,301.00	4,301.00	0.00	4,301.00	4,301.00	0.00	0.00	4,301.00	100%	0.00	0.00
18.5	HVAC Specialties & Trim Labor	0.000	0.00	0.00	7,505.00	7,505.00	0.00	7,505.00	7,505.00	0.00	0.00	7,505.00	100%	0.00	0.00
18.6	Copper Material	0.000	0.00	0.00	863.00	863.00	0.00	863.00	863.00	0.00	0.00	863.00	100%	0.00	0.00
18.7	Copper Labor	0.000	0.00	0.00	6,703.00	6,703.00	0.00	6,703.00	6,703.00	0.00	0.00	6,703.00	100%	0.00	0.00
18.8	HVAC Insulation Subcontractor	0.000	0.00	0.00	8,400.00	8,400.00	0.00	8,400.00	8,400.00	0.00	0.00	8,400.00	100%	0.00	0.00
18.9	HVAC Duct work Subcontractor	0.000	0.00	0.00	34,440.00	34,440.00	0.00	34,440.00	34,440.00	0.00	0.00	34,440.00	100%	0.00	0.00
18.10	HVAC Test & Balance Subcontractor	0.000	0.00	0.00	3,150.00	3,150.00	0.00	3,150.00	3,150.00	0.00	0.00	3,150.00	100%	0.00	0.00
18.11	HVAC Rigging & Hoisting Subcontractor	0.000	0.00	0.00	1,080.00	1,080.00	0.00	1,080.00	1,080.00	0.00	0.00	1,080.00	100%	0.00	0.00
18.12	HVAC Startup	0.000	0.00	0.00	2,284.00	2,284.00	0.00	2,284.00	2,284.00	0.00	0.00	2,284.00	100%	0.00	0.00
18.13	Close out Documents	0.000	0.00	0.00	500.00	500.00	0.00	500.00	500.00	0.00	0.00	500.00	100%	0.00	0.00
19	**Electrical Systems**														
19.1	Underground Material	0.000	0.00	0.00	1,734.00	1,734.00	0.00	1,734.00	1,734.00	0.00	0.00	1,734.00	100%	0.00	0.00
19.2	Underground Labor	0.000	0.00	0.00	353.00	353.00	0.00	353.00	353.00	0.00	0.00	353.00	100%	0.00	0.00
19.3	Raceway Material	0.000	0.00	0.00	8,626.00	8,626.00	0.00	8,626.00	8,626.00	0.00	0.00	8,626.00	100%	0.00	0.00
19.4	Raceway Labor	0.000	0.00	0.00	12,699.00	12,699.00	0.00	12,699.00	12,699.00	0.00	0.00	12,699.00	100%	0.00	0.00
19.5	Wire Material	0.000	0.00	0.00	5,857.00	5,857.00	0.00	5,857.00	5,857.00	0.00	0.00	5,857.00	100%	0.00	0.00
19.6	Wire Labor	0.000	0.00	0.00	5,953.00	5,953.00	0.00	5,953.00	5,953.00	0.00	0.00	5,953.00	100%	0.00	0.00
19.7	Gear Material	0.000	0.00	0.00	11,448.00	11,448.00	0.00	11,448.00	11,448.00	0.00	0.00	11,448.00	100%	0.00	0.00
19.8	Gear Labor	0.000	0.00	0.00	1,045.00	1,045.00	0.00	1,045.00	1,045.00	0.00	0.00	1,045.00	100%	0.00	0.00
19.9	Fixture Material	0.000	0.00	0.00	44,592.00	44,592.00	0.00	44,592.00	44,592.00	0.00	0.00	44,592.00	100%	0.00	0.00
19.10	Fixture Labor	0.000	0.00	0.00	7,703.00	7,703.00	0.00	7,703.00	7,703.00	0.00	0.00	7,703.00	100%	0.00	0.00
19.11	Device Material	0.000	0.00	0.00	305.00	305.00	0.00	305.00	305.00	0.00	0.00	305.00	100%	0.00	0.00
19.12	Device Labor	0.000	0.00	0.00	2,198.00	2,198.00	0.00	2,198.00	2,198.00	0.00	0.00	2,198.00	100%	0.00	0.00
19.13	Demo Labor	0.000	0.00	0.00	1,000.00	1,000.00	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	100%	0.00	0.00
19.14	Temporary Power	0.000	0.00	0.00	5,837.00	5,837.00	0.00	5,837.00	5,837.00	0.00	0.00	5,837.00	100%	0.00	0.00
20	**Life Safety Systems**														
20.1	Fire Alarm	0.000	0.00	0.00	16,721.00	16,721.00	0.00	16,721.00	16,721.00	0.00	0.00	16,721.00	100%	0.00	0.00
21	**Allowances & Contingencies**														
21.1	Owner Contingency	0.000	0.00	0.00	32,150.00	32,150.00	0.00	32,150.00	32,150.00	0.00	0.00	32,150.00	100%	0.00	0.00
21.2	Design/Builder Contingency	0.000	0.00	0.00	32,150.00	32,150.00	0.00	32,150.00	32,150.00	0.00	0.00	32,150.00	100%	0.00	0.00
21.3	Building Permit Allowance	0.000	0.00	0.00	2,099.00	2,099.00	0.00	2,099.00	2,099.00	0.00	0.00	2,099.00	100%	0.00	0.00
21.4	Mold Removal / Remediation Allowance	0.000	0.00	0.00	15,000.00	15,000.00	0.00	15,000.00	15,000.00	0.00	0.00	15,000.00	100%	0.00	0.00

CONTINUATION SHEET

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APPLICATION DATE: 3/1/2024
PERIOD TO: 2/29/2024
ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
21.5	Interior Signage Allowance	0.000	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
21.6	Repair / Reconfigure Existing Sign Allowance	0.000	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
21.7	Ornamental Gates / Hardware Allowance	0.000	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
21.8	Misc. Cut & Patch Allowance	0.000	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
21.9	Storage Room Insulation Allowance	0.000	0.00	0.00	6,000.00	6,000.00	0.00	6,000.00	6,000.00	0.00	0.00	6,000.00	100%	0.00	0.00
22.0	Storage 112C Water Intrusion Allowance	0.000	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
22.1	Fire Extinguisher & Cabinets Allowance	0.000	0.00	0.00	2,500.00	2,500.00	0.00	2,500.00	2,500.00	0.00	0.00	2,500.00	100%	0.00	0.00
22.2	Property Inspection Correction Allowance	0.000	0.00	0.00	10,000.00	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00	10,000.00	100%	0.00	0.00
22.3	Erosion Control / Site Repairs Allowance	0.000	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
22	**Change Orders to Exhibit E**														
22.1	Change Order No. 1 = ALLW #2, ALLW #3, PCO #2, PCO #4, PCO #5, & PCO #7	0.000	0.00	0.00	122,435.85	122,435.85	0.00	122,435.85	122,435.85	0.00	0.00	122,435.85	100%	0.00	0.00
22.2	Change Order No. 2 = ALLW #4, CO #3, CO #6, CO #8, CO #9, CO #11, CO #12, & CO #13	0.000	0.00	0.00	233,966.97	233,966.97	0.00	233,966.97	233,966.97	0.00	0.00	233,966.97	100%	0.00	0.00
22.3	Change Order No. 3	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	SWING SPACE TOTALS	**0.000**	**184,531.00**	**184,531.00**	**2,102,216.82**	**2,286,747.82**	**0.00**	**2,286,747.82**	**2,345,280.82**	**0.00**	**0.00**	**2,345,280.82**	**99%**	**29,467.00**	**0.00**
23	**NEW COURTHOUSE DESIGN BUILD SERVICES**														
23.1A	Courthouse Replacement Design Fees (Prog/SD	1,118,000.000	667,990.00	357,154.82	0.00	357,154.82	138,248.83	495,403.65	495,403.65	0.00	0.00	495,403.65	100%	0.00	0.00
23.1B	Courthouse Replacement Design Fees (DDs)	0.000	0.00	642,880.48	0.00	642,880.48	248,846.09	891,726.57	891,726.57	0.00	0.00	891,726.57	100%	0.00	0.00
23.1C	Courthouse Replacement Design Fees (CDs)	0.000	0.00	785,954.70	0.00	785,954.70	303,933.33	1,089,888.03	1,089,888.03	0.00	0.00	1,089,888.03	100%	0.00	0.00
23.1D	Courthouse Replacement C.A. Services	0.000	0.00	0.00	0.00	0.00	825,672.75	825,672.75	99,080.73	0.00	0.00	99,080.73	12%	726,592.02	0.00
23.2	Ex. Courthouse Demo Design Fees	0.000	30,000.00	30,000.00	0.00	30,000.00	0.00	30,000.00	30,000.00	0.00	0.00	30,000.00	100%	0.00	0.00
23.3	Courthouse Replacement FF&E Design Fees	0.000	284,999.00	284,999.00	0.00	284,999.00	242,026.00	527,025.00	71,249.75	0.00	0.00	71,249.75	14%	455,775.25	0.00
23.4	Courthouse Replacement Reimbursable Allw.	5,000.000	43,750.00	48,750.00	0.00	48,750.00	35,000.00	83,750.00	49,412.50	0.00	0.00	49,412.50	59%	34,337.50	0.00
23.5	Survey	0.000	20,990.00	20,990.00	0.00	20,990.00	0.00	20,990.00	20,990.00	0.00	0.00	20,990.00	100%	0.00	0.00
23.6	M.E.P. 3rd Party Review	0.000	36,000.00	36,000.00	0.00	36,000.00	0.00	36,000.00	36,000.00	0.00	0.00	36,000.00	100%	0.00	0.00
23.7	DAS System Design Fees	0.000	0.00	0.00	0.00	0.00	45,100.00	45,100.00	0.00	0.00	0.00	0.00	0%	45,100.00	0.00
23.8	Design/Builder Preconstruction Services	100,000.000	0.00	100,000.00	0.00	100,000.00	0.00	100,000.00	100,000.00	[redacted]	0.00	100,000.00	100%	0.00	0.00
23.9	General Conditions	0.000	0.00	0.00	0.00	0.00	3,309,611.00	3,309,611.00	483,345.54	[redacted]	0.00	529,537.78	16%	2,780,073.24	0.00
23.10	Mobilization (Temp. Fence, Trailer, Etc.)	0.000	0.00	0.00	0.00	0.00	65,000.00	65,000.00	65,000.00	[redacted]	0.00	65,000.00	100%	0.00	0.00
23.11	Subcontractor Default Insurance	0.000	0.00	0.00	0.00	0.00	446,540.00	446,540.00	439,379.00	[redacted]	0.00	439,379.00	98%	7,161.00	0.00
23.12	General Liability & Builder's Risk Insurance	0.000	0.00	0.00	0.00	0.00	297,728.00	297,728.00	35,727.36	[redacted]	0.00	47,636.48	16%	250,091.52	0.00
23.13	AGC Fees	0.000	0.00	0.00	0.00	0.00	29,425.00	29,425.00	29,425.00	[redacted]	0.00	29,425.00	100%	0.00	0.00
23.14	Payment & Performance Bonds	0.000	0.00	0.00	0.00	0.00	505,348.00	505,348.00	502,786.00	[redacted]	0.00	502,786.00	99%	2,562.00	0.00
23.15	Design/Builder Overhead & Profit	50,310.000	46,799.00	97,109.00	0.00	97,109.00	1,666,017.00	1,763,126.00	264,468.90	[redacted]	0.00	282,100.18	16%	1,481,025.84	0.00
24	**Demolition & Abatement**														
24.1	Structure Demolition & Salvaged Items	0.000	0.00	0.00	0.00	0.00	338,500.00	338,500.00	169,250.00	169,250.00	0.00	338,500.00	100%	0.00	16,925.00
24.2	3rd Party Indoor Air Monitory for Abatement	0.000	0.00	0.00	0.00	0.00	22,800.00	22,800.00	22,800.00	0.00	0.00	22,800.00	100%	0.00	1,140.00
24.3	Asbestos Abatement	0.000	0.00	0.00	0.00	0.00	225,000.00	225,000.00	225,000.00	0.00	0.00	225,000.00	100%	0.00	11,250.00
25	**Sitework**														
25.1	Concrete Paving	0.000	0.00	0.00	0.00	0.00	330,000.00	330,000.00	0.00	0.00	0.00	0.00	0%	330,000.00	0.00

SEDALCO
CONSTRUCTION SERVICES

22523 Business Node Pay App #16 Feb 2024 (R0)

CONTINUATION SHEET

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25.2	Concrete Sidewalks	0.000	0.00	0.00	0.00	0.00	70,000.00	70,000.00	0.00	0.00	0.00	0.00	0%	70,000.00	0.00
25.3	Earthwork	0.000	0.00	0.00	0.00	0.00	243,920.00	243,920.00	0.00	121,960.00	0.00	121,960.00	50%	121,960.00	6,098.00
25.4	Erosion Control	0.000	0.00	0.00	0.00	0.00	21,048.00	21,048.00	0.00	21,048.00	0.00	21,048.00	100%	0.00	1,052.40
25.5	Termite Control	0.000	0.00	0.00	0.00	0.00	2,995.00	2,995.00	0.00	0.00	0.00	0.00	0%	2,995.00	0.00
25.6	Pavement Markings & Signage	0.000	0.00	0.00	0.00	0.00	24,515.00	24,515.00	0.00	0.00	0.00	0.00	0%	24,515.00	0.00
25.7	Fencing	0.000	0.00	0.00	0.00	0.00	88,606.00	88,606.00	0.00	0.00	0.00	0.00	0%	88,606.00	0.00
25.8	Landscape / Irrigation	0.000	0.00	0.00	0.00	0.00	143,000.00	143,000.00	0.00	7,150.00	0.00	7,150.00	5%	135,850.00	357.50
25.9	Site Utilities	0.000	0.00	0.00	0.00	0.00	159,573.00	159,573.00	0.00	0.00	0.00	0.00	0%	159,573.00	0.00
25.10	Temporary - Vehicular Access & Parking	0.000	0.00	0.00	0.00	0.00	29,850.00	29,850.00	0.00	0.00	0.00	0.00	0%	29,850.00	0.00
25.11	Traffic Control & Barricades	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
25.12	Temporary - Barriers & Enclosures	0.000	0.00	0.00	0.00	0.00	15,000.00	15,000.00	0.00	0.00	0.00	0.00	0%	15,000.00	0.00
26	**Concrete Work**														
26.1	Concrete Staining	0.000	0.00	0.00	0.00	0.00	29,660.00	29,660.00	0.00	2,966.00	0.00	2,966.00	10%	26,694.00	148.30
26.2	Polished Concrete Finishes	0.000	0.00	0.00	0.00	0.00	25,319.00	25,319.00	0.00	2,531.90	0.00	2,531.90	10%	22,787.10	126.60
26.3	Concrete Piles	0.000	0.00	0.00	0.00	0.00	800,000.00	800,000.00	0.00	40,000.00	0.00	40,000.00	5%	760,000.00	2,000.00
26.4	Building Foundation & Slab	0.000	0.00	0.00	0.00	0.00	501,315.00	501,315.00	0.00	0.00	0.00	0.00	0%	501,315.00	0.00
26.5	Elevated Concrete	0.000	0.00	0.00	0.00	0.00	275,000.00	275,000.00	0.00	0.00	0.00	0.00	0%	275,000.00	0.00
26.6	Misc. Concrete Work	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
27	**Masonry**														
27.1	Masonry	0.000	0.00	0.00	0.00	0.00	3,966,600.00	3,966,600.00	0.00	0.00	0.00	0.00	0%	3,966,600.00	0.00
27.2	Materials	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
27.3	Labor	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
28	**Metals**														
28.1	Structural Steel Fabrication	0.000	0.00	0.00	0.00	0.00	1,878,900.00	1,878,900.00	901,872.00	0.00	0.00	901,872.00	48%	977,028.00	45,093.60
28.2	Structural Steel Erection	0.000	0.00	0.00	0.00	0.00	576,800.00	576,800.00	0.00	0.00	0.00	0.00	0%	576,800.00	0.00
28.3	Miscellaneous Steel	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
28.4	Decorative Metal Railings	0.000	0.00	0.00	0.00	0.00	612,866.00	612,866.00	0.00	0.00	0.00	0.00	0%	612,866.00	0.00
29	**Carpentry & Millwork**														
29.1	Millwork & Countertops	0.000	0.00	0.00	0.00	0.00	1,059,750.00	1,059,750.00	0.00	0.00	0.00	0.00	0%	1,059,750.00	0.00
30	**Thermal & Moisture Protection**														
30.1	Sprayed Insulation	0.000	0.00	0.00	0.00	0.00	80,567.00	80,567.00	0.00	0.00	0.00	0.00	0%	80,567.00	0.00
30.2	Exterior Insulation & Finish System (EIFS)	0.000	0.00	0.00	0.00	0.00	179,200.00	179,200.00	0.00	0.00	0.00	0.00	0%	179,200.00	0.00
30.3	Fluid Applied Air Barrier & Sealants	0.000	0.00	0.00	0.00	0.00	330,061.00	330,061.00	0.00	0.00	0.00	0.00	0%	330,061.00	0.00
30.4	Roofing, Sheet Metal Trim, & Roof Accessories	0.000	0.00	0.00	0.00	0.00	1,838,037.00	1,838,037.00	0.00	0.00	0.00	0.00	0%	1,838,037.00	0.00
30.5	Applied Fire Protection	0.000	0.00	0.00	0.00	0.00	186,820.00	186,820.00	0.00	0.00	0.00	0.00	0%	186,820.00	0.00
31	**Openings**														
31.1	Door, Frame, & Hardware Materials	0.000	0.00	0.00	0.00	0.00	469,087.00	469,087.00	0.00	0.00	0.00	0.00	0%	469,087.00	0.00
31.2	Door, Frame, & Hardware Installation	0.000	0.00	0.00	0.00	0.00	47,298.00	47,298.00	0.00	0.00	0.00	0.00	0%	47,298.00	0.00
31.3	Access Doors & Frames	0.000	0.00	0.00	0.00	0.00	10,000.00	10,000.00	0.00	0.00	0.00	0.00	0%	10,000.00	0.00
31.4	Fire-Protective Auto Smoke Curtains	0.000	0.00	0.00	0.00	0.00	34,900.00	34,900.00	0.00	0.00	0.00	0.00	0%	34,900.00	0.00
32	**Glass and Glazing System**														
32.1	Glazing & Windows	0.000	0.00	0.00	0.00	0.00	1,504,000.00	1,504,000.00	0.00	0.00	0.00	0.00	0%	1,504,000.00	0.00

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 16
APPLICATION DATE: 3/1/2024
PERIOD TO: 2/29/2024
ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
32.2	Stained Glass (Alt 3 Only)	0.000	0.00	0.00	0.00	0.00	150,000.00	150,000.00	0.00	0.00	0.00	0.00	0%	150,000.00	0.00
33	Finishes														
33.1	Moisture Mitigation Control - Slab-on-Grade	0.000	0.00	0.00	0.00	0.00	26,688.00	26,688.00	0.00	0.00	0.00	0.00	0%	26,688.00	0.00
33.2	Cold Formed Metal Framing & Drywall	0.000	0.00	0.00	0.00	0.00	2,148,698.00	2,148,698.00	0.00	0.00	0.00	0.00	0%	2,148,698.00	0.00
33.3	Acoustical Ceilings	0.000	0.00	0.00	0.00	0.00	146,747.00	146,747.00	0.00	0.00	0.00	0.00	0%	146,747.00	0.00
33.4	Stretched-Fabric Ceilings	0.000	0.00	0.00	0.00	0.00	80,015.00	80,015.00	0.00	0.00	0.00	0.00	0%	80,015.00	0.00
33.5	Ceramic Tiling	0.000	0.00	0.00	0.00	0.00	403,800.00	403,800.00	0.00	0.00	0.00	0.00	0%	403,800.00	0.00
33.6	Epoxy Terrazzo	0.000	0.00	0.00	0.00	0.00	210,300.00	210,300.00	0.00	0.00	0.00	0.00	0%	210,300.00	0.00
33.7	Salvage & Re-install Existing Marble Panels	0.000	0.00	0.00	0.00	0.00	51,463.00	51,463.00	25,731.50	0.00	0.00	25,731.50	50%	25,731.50	1,286.58
33.8	Wood Flooring	0.000	0.00	0.00	0.00	0.00	50,000.00	50,000.00	0.00	0.00	0.00	0.00	0%	50,000.00	0.00
33.9	Resilient & Carpet Flooring	0.000	0.00	0.00	0.00	0.00	173,170.00	173,170.00	0.00	0.00	0.00	0.00	0%	173,170.00	0.00
33.10	Painting	0.000	0.00	0.00	0.00	0.00	235,000.00	235,000.00	0.00	0.00	0.00	0.00	0%	235,000.00	0.00
33.11	Floor Protection - Skudo / Ram	0.000	0.00	0.00	0.00	0.00	22,500.00	22,500.00	0.00	0.00	0.00	0.00	0%	22,500.00	0.00
34	Specialties & Equipment														
34.1	Signage	0.000	0.00	0.00	0.00	0.00	86,947.00	86,947.00	0.00	0.00	0.00	0.00	0%	86,947.00	0.00
34.2	Toilet Accessories	0.000	0.00	0.00	0.00	0.00	29,530.00	29,530.00	0.00	0.00	0.00	0.00	0%	29,530.00	0.00
34.3	Mobile Storage Shelving	0.000	0.00	0.00	0.00	0.00	89,823.00	89,823.00	0.00	0.00	0.00	0.00	0%	89,823.00	0.00
34.4	Bird Control Devices	0.000	0.00	0.00	0.00	0.00	3,450.00	3,450.00	0.00	0.00	0.00	0.00	0%	3,450.00	0.00
34.5	Tackboards & Tackboard Cabinets	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
34.6	Cash Drawer	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
34.7	Pedestrian Gates	0.000	0.00	0.00	0.00	0.00	2,000.00	2,000.00	0.00	0.00	0.00	0.00	0%	2,000.00	0.00
34.8	Refrigerators	0.000	0.00	0.00	0.00	0.00	30,000.00	30,000.00	0.00	0.00	0.00	0.00	0%	30,000.00	0.00
34.9	Roller Window Shades	0.000	0.00	0.00	0.00	0.00	33,915.00	33,915.00	0.00	0.00	0.00	0.00	0%	33,915.00	0.00
35	Conveying Systems														
35.1	Elevators	0.000	0.00	0.00	0.00	0.00	473,596.00	473,596.00	0.00	0.00	0.00	0.00	0%	473,596.00	0.00
36	Fire Protection System														
36.1	Fire Protection System	0.000	0.00	0.00	0.00	0.00	303,660.00	303,660.00	0.00	0.00	0.00	0.00	0%	303,660.00	0.00
37	Mechanical - Plumbing														
37.1	Submittals	0.000	0.00	0.00	0.00	0.00	1,137,229.00	1,137,229.00	0.00	0.00	0.00	0.00	0%	1,137,229.00	0.00
37.2	Underground Building Rough	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
37.3	Plumbing Piping	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
37.4	Equipment	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
37.5	Plumbing Fixtures	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
38	Mechanical - HVAC														
38.1	HVAC Insulation	0.000	0.00	0.00	0.00	0.00	139,661.00	139,661.00	0.00	0.00	0.00	0.00	0%	139,661.00	0.00
38.2	Sheet Metal	0.000	0.00	0.00	0.00	0.00	744,936.00	744,936.00	0.00	0.00	0.00	0.00	0%	744,936.00	0.00
38.3	HVAC Controls	0.000	0.00	0.00	0.00	0.00	212,311.00	212,311.00	0.00	21,231.10	0.00	21,231.10	10%	191,079.90	1,061.56
38.4	VAV's	0.000	0.00	0.00	0.00	0.00	394,120.00	394,120.00	0.00	0.00	0.00	0.00	0%	394,120.00	0.00
38.5	RTU's	0.000	0.00	0.00	0.00	0.00	648,172.00	648,172.00	0.00	0.00	0.00	0.00	0%	648,172.00	0.00
38.6	Testing, Adjusting, & Balancing	0.000	0.00	0.00	0.00	0.00	67,300.00	67,300.00	0.00	0.00	0.00	0.00	0%	67,300.00	0.00
39	Electrical Systems														
39.7	Site Power	0.000	0.00	0.00	0.00	0.00	146,377.00	146,377.00	0.00	0.00	0.00	0.00	0%	146,377.00	0.00

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 16
APPLICATION DATE: 3/1/2024
PERIOD TO: 2/29/2024
ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
39.1	Switchgear	0.000	0.00	0.00	0.00	0.00	200,267.00	200,267.00	0.00	70,093.45	0.00	70,093.45	35%	130,173.55	3,504.67
39.2	EMT/BXS/Fittings	0.000	0.00	0.00	0.00	0.00	374,082.00	374,082.00	0.00	0.00	0.00	0.00	0%	374,082.00	0.00
39.3	Wire	0.000	0.00	0.00	0.00	0.00	234,022.00	234,022.00	0.00	0.00	0.00	0.00	0%	234,022.00	0.00
39.4	Light Fixtures	0.000	0.00	0.00	0.00	0.00	574,742.00	574,742.00	0.00	0.00	0.00	0.00	0%	574,742.00	0.00
39.5	Lighting Protection	0.000	0.00	0.00	0.00	0.00	152,022.00	152,022.00	0.00	0.00	0.00	0.00	0%	152,022.00	0.00
39.6	Emergency Power	0.000	0.00	0.00	0.00	0.00	245,888.00	245,888.00	0.00	0.00	0.00	0.00	0%	245,888.00	0.00
40	Low Voltage Systems														
40.1	Communications	0.000	0.00	0.00	0.00	0.00	272,267.00	272,267.00	0.00	0.00	0.00	0.00	0%	272,267.00	0.00
40.2	Audio, Video & Room Control Systems	0.000	0.00	0.00	0.00	0.00	459,198.00	459,198.00	0.00	0.00	0.00	0.00	0%	459,198.00	0.00
40.3	Access Control & Video Management Systems	0.000	0.00	0.00	0.00	0.00	469,262.00	469,262.00	0.00	0.00	0.00	0.00	0%	469,262.00	0.00
41	Life Safety Systems														
41.1	Fire Alarm	0.000	0.00	0.00	0.00	0.00	79,194.00	79,194.00	0.00	0.00	0.00	0.00	0%	79,194.00	0.00
42	Allowances & Contingencies														
42.1	Owner Contingency	0.000	0.00	0.00	0.00	0.00	1,299,085.00	1,299,085.00	0.00	0.00	0.00	0.00	0%	1,299,085.00	0.00
42.2	ALLW#02 Signage at the tax office	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.3	Design/Builder Contingency	0.000	0.00	0.00	0.00	0.00	893,121.00	893,121.00	0.00	0.00	0.00	0.00	0%	893,121.00	0.00
42.4	PCO	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.5	County Seal Badges per Addendum A	0.000	0.00	0.00	0.00	0.00	50,000.00	50,000.00	0.00	0.00	0.00	0.00	0%	50,000.00	0.00
42.60	Asbestos Abatement Allowance	0.000	0.00	0.00	0.00	0.00	60,530.00	60,530.00	0.00	0.00	0.00	0.00	0%	60,530.00	0.00
42.61	ALLW#01 Additional abatement at roof flashing	0.000	0.00	0.00	0.00	0.00	0.00	14,470.00	0.00	0.00	0.00	0.00	0%	14,470.00	0.00
42.7	Existing Foundation Conflict Allowance	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
42.8	Overhead Support for Maint. / Cleaning Allw.	0.000	0.00	0.00	0.00	0.00	20,000.00	20,000.00	0.00	0.00	0.00	0.00	0%	20,000.00	0.00
42.9	Mock-up Allowance	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
42.10	Decorative Bollard Allowance	0.000	0.00	0.00	0.00	0.00	23,000.00	23,000.00	0.00	0.00	0.00	0.00	0%	23,000.00	0.00
42.11	City / TxDOT Permit Comment Allowance	0.000	0.00	0.00	0.00	0.00	100,000.00	100,000.00	0.00	0.00	0.00	0.00	0%	100,000.00	0.00
42.12	Relocate Memorial Tree Allowance	0.000	0.00	0.00	0.00	0.00	10,000.00	10,000.00	0.00	0.00	0.00	0.00	0%	10,000.00	0.00
42.13	Domestic & Irrigation Meter / Backflow Allw.	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
42.14	Repairs to Site Paving Allowance	0.000	0.00	0.00	0.00	0.00	213,050.00	213,050.00	0.00	0.00	0.00	0.00	0%	213,050.00	0.00
42.15	DAS / ERRCS Allowance	0.000	0.00	0.00	0.00	0.00	50,000.00	50,000.00	0.00	0.00	0.00	0.00	0%	50,000.00	0.00
42.16	DAS / Cellular System Allowance	0.000	0.00	0.00	0.00	0.00	185,271.00	185,271.00	0.00	0.00	0.00	0.00	0%	185,271.00	0.00
43	Change Orders to Exhibit F														
43.1	Change Order No. 1	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
43.2	Change Order No. 2	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
43.3	Change Order No. 3	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
43.4	Change Order No. 4	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
43.5	Change Order No. 5	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	NEW COURTHOUSE TOTALS	1,273,310.000	1,130,859.00	2,403,838.00	0.00	2,403,838.00	38,635,292.00	41,043,669.00	6,628,634.53	551,963.05	0.00	6,886,499.00	16%	34,463,309.42	20,644.20
	Contract Total	1,273,310.000	1,315,059.00	2,588,369.00	2,182,216.82	4,770,586.82	38,625,292.00	43,410,347.82	8,374,817.35	551,963.05	0.00	[illegible]	21%	34,483,567.42	[illegible]

PPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 12307

)wner: Waller County
836 Austin Street, Suite 103
Hempstead, TX 77445

Project: 23543. Waller County 906 Upgrades & Modular Building

Application No.: 1

Period To: 2/29/2024

Distribution to :
- ☐ Owner
- ☐ Architect
- ☐ Contractor
- ☐
- ☐

m Contractor: SEDALCO, INC.
4100 Fossil Creek Blvd.
Fort Worth, TX 76137

Via Architect: Brinkley Sargent Wiginton Arch

Project Nos: TBD

ıtract For: New Construction

Contract Date: 11/7/2023

ONTRACTOR'S APPLICATION FOR PAYMENT

plication is made for payment, as shown below, in connection with the Contract.
ntinuation Sheet is attached.

Original Contract Sum		$230,921.00
. Net Change By Change Order		$0.00
. Contract Sum To Date		$230,921.00
Total Completed and Stored To Date		$27,670.49
. Retainage:		
a. 0.00% of Completed Work	$0.00	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$0.00
Total Earned Less Retainage		$27,670.49
. Less Previous Certificates For Payments		$0.00
. Current Payment Due		$27,670.49
. Balance To Finish, Plus Retainage		$203,250.51

HANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$0.00	$0.00
Total Approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
Net Changes By Change Order	**$0.00**	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SEDALCO, INC.

By: _____ Date: 2-26-24

State of: Texas
County of: Tarrant
Subscribed and sworn to before me this 27th day of February 2024
Notary Public: Stephanie Castro
My Commission expires: December 28, 2027

STEPHANIE CASTRO
Notary Public
STATE OF TEXAS
Notary ID # 134690397
My Commission Expires December 28, 2027

ARCHITECT'S CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $27,670.49

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

ONTINUATION SHEET

Item 66.

olication and Certification for Payment, containing
ntractor's signed certification is attached.
abulations below, amounts are stated to the nearest dollar.
e Column I on Contracts where variable retainage for line items may apply.

Application No. : 1
Application Date : 02/20/24
To: 02/29/24
Architect's Project No.: TBD

voice # : 12307 **Contract :** 23543. Waller County 506 Upgrades & Modular Building

A Item No.	B Description of Work	C Scheduled Value	D Work Completed From Previous Application (D+E)	E Work Completed This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
1	BSW Design Fees	203,800.00	0.00	26,515.97	0.00	26,515.97	13.01%	177,284.03	0.00
2	506 Reimbursable Allowance (per Exhibit J)	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	0.00
3	Preconstruction Services (per Exhibit G)	7,500.00	0.00	0.00	0.00	0.00	0.00%	7,500.00	0.00
4	OH&P	9,621.00	0.00	1,154.52	0.00	1,154.52	12.00%	8,466.48	0.00
5	Construction	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Grand Totals	**230,921.00**	**0.00**	**27,670.49**	**0.00**	**27,670.49**	**11.98%**	**203,250.51**	**0.00**