



**NOTICE OF MEETING
WALLER COUNTY, TEXAS
COMMISSIONERS COURT**

Wednesday, May 01, 2024 at 9:00 AM

Waller County Joe Kuciemba Annex, Hempstead, Texas

AGENDA

NOTICE is hereby given that the Commissioners Court of Waller County, Texas, will meet at the date and time listed above at its meeting place at:

CALL TO ORDER

1. Approval of Agenda.

**Waller County Joe Kuciemba Annex
425 FM 1488
Hempstead, Texas 77445**

Said meeting will be a regular meeting for the purpose of transacting the business of the County and to **discuss and take possible action on any of the agenda items listed below:**

PUBLIC COMMENT

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.
3. Request by County Treasurer for approval of Payroll disbursements.
- [4.](#) Request by County Tax Assessor Collector to approve refunds in excess of \$500.00 in accordance with section 31.11 Texas Tax Code.
- [5.](#) Request by County Auditor to approve official documents and all monthly reports.
- [6.](#) Request by County Engineer to purchase a 2024 Tradesman 6.4L Crew Cab through Buyboard, a State Purchasing Cooperative, replacing total loss unit #70. Funds to be paid from line item 110-530-581100 [Construction Equipment].
- [7.](#) Request by County Engineer to approve Final Plat of Sunterra Corner Store in Precinct 3.
- [8.](#) Request by County Engineer for Final Acceptance of Twinwood Business Park Phase 2 and accept the roads for County maintenance.

9. Request by County Engineer to approve Final Plat of Safrin Jordan Ranch in Precinct 4.
10. Approve Maple Park General Plan.
11. Request by County Auditor to approve and/or ratify Accounts Payable.
- [12.](#) Request to approve payment on the following:

\$5,200.00 for Invoice # 1334 to Fort Bend Medical Examiner from line item 125-423-540702 [Autopsy].
- [13.](#) \$6,958.45 for Invoice #306660 to Innovative Communication Systems from line item# 125-411-542501 [Telephone/Equip & Svc].
- [14.](#) \$1,983.95 for Invoice # 0000028 to King Architectural Consulting Services from line item # 604-604-545405 [Professional Services].
- [15.](#) \$1,175.00 for Invoice dated April 10, 2024, and \$1,125.00 for Invoice dated April 5, 2024 for a total of \$2,300.00 to Schmidt Funeral Home from line item# 125-423-540705 [Transport to Morgue].
- [16.](#) \$35,622.72 for Invoice # 157550 to Smarsh Inc. from line item 125-411-542505 [County Cell Phone].

PRESENTATION

17. Presentation by Heather Stautmeister from Family Ties.
- [18.](#) Approve Agreement with Family Ties and payment of \$15,000.00 as allocated in the 2024 Budget. Funds to be paid from line item 125-411-547311 [Family Ties].

COUNTY ENGINEER

- [19.](#) Approve variance request to the Waller County Flood Damage Prevention Ordinance for property located at 36474 County Line Road, Brookshire (Pct. 4).
20. Approve Grange Development Agreement.
- [21.](#) Approve Riverway Farms Development Agreement.
- [22.](#) Approve the Infrastructure Development Plan of Thompson Road RV Park in Precinct 2.

COMMISSIONER, PRECINCT 4

23. Discussion of take home vehicle for Commissioner Beckendorff.

SHERIFF

24. Publicly open sealed bids submitted for Sheriff's Office fleet vehicles (RFP #240403-21).

DIRECTOR OF POLICY & ADMINISTRATION

25. Discussion on FY25 Budget.

IT DEPARTMENT

26. Present Incident / After Action Report regarding County E-mail.

TAX ASSESSOR-COLLECTOR

- [27.](#) Approve renewal of Maintenance Agreement with Precision Printing and Office Supply on Toshiba E-Studio 3505 AC copier for 24 months at a monthly base cost of \$80.00. Funds to be paid from line item 125-438-581813 [Copier-Printer].

TREASURER

28. Review and approve list of departmental take home vehicles.
29. Approve amendments to the 2024 Salary Order for the creation of Sheriff-Vehicle Maintenance Department.

AUDITOR

30. Spread upon the minutes the Annual Financial Report for Fiscal Year 2023.

FIRE MARSHAL

- [31.](#) Accept donation of Coolers from Igloo Corporation that have been labeled for destruction.
32. Accept funding from Tomball Regional Health Foundation in the amount of \$20,000.00 to purchase AEDs for Waller County First Responder vehicles.
33. Accept donation of Crime Scene tape in the amount of 4,500.00 from Waller County Crime Stoppers to be distributed to Waller County Law Enforcement Agencies.

GRANT MANAGER

- [34.](#) Approve Proclamation designating April as Fair Housing Month.
- [35.](#) Approve adoption of a Resolution to designate authorized signatories for the Community Development Block Grant-MITIGATION PROGRAM (CDBG-MIT) Program for GLO State Contract Numbers 24-065-015-E172 and 24-065-016-E173.
- [36.](#) Approve adoption of a Resolution to designate authorized signatories for the Local Hazard Mitigation Plans Program for GLO State Contract Number 22-130-043-E436.
- [37.](#) Approve adoption of a Resolution regarding Civil Rights which includes the following policies: (1) Citizen Participation Plan and Grievance Procedures; (2) Section 3 Policy; (3) Excessive Force Policy; (4) Limited English Proficiency (LEP) Standard Plan; (5) Section 504 Policy and Grievance Procedures; (6) Code of Conduct Policy; and (7) Fair Housing Policy.

MAINTENANCE

- 38. Award Bid for two 2024 F-350 Chassis DRW 4x4 Crew Cabs for Maintenance Department Fleet Vehicles (RFP # 240220-25). Funds to be paid from line item 125-442-581400 [Vehicle].
- [39.](#) Approve purchase of two 2024 John Deere Z930M Z-Track Lawn mowers from Ag & Turf 9819 Highway 6, Navasota Texas in the amount of \$16,106.16. Funds to be paid from line item 125-442-581700 [Equipment].

MISCELLANEOUS

- 40. Approve contract with Husch Blackwell for outside counsel services for mobility bond projects.
- 41. 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.
- 42. 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.

EXECUTIVE SESSION

- 43. Consultation with District Attorney and outside counsel pursuant to Government Code Section 551.071.
- 44. 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.
- 45. Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725.
- 46. Reconvene in Open Session to take any action necessary on matters discussed in Executive Session.

ADJOURN MEETING

NOTICE

The County Commissioners Court of Waller County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberation about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 Personnel Matters, 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development).

MINUTES

**WALLER COUNTY COMMISSIONERS COURT
REGULAR SESSION
WEDNESDAY – APRIL 17, 2024**

BE IT REMEMBERED that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 17th day of April 2024 at its meeting place at the Waller County Joe Kuciemba Annex, Hempstead, Texas.

CALL TO ORDER

The meeting was called to order by Presiding Judge Commissioner Justin Beckendorff at 9:03 a.m. with the following members of the Court present to-wit:

John A. Amsler, Commissioner Precinct 1
Kendric D. Jones, Commissioner Precinct 3
Justin Beckendorff, Commissioner Precinct 4 – *Presiding Judge*
Debbie Hollan, County Clerk

Absent: Carbett "Trey" J. Duhon III, County Judge
Walter Smith, Commissioner Precinct 2

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 with items #24 & #26 withdrawn, seconded by Commissioner Amsler.

Motion carried by 3-0 vote.

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

PUBLIC COMMENT

1. Brad Goudy 2. Larry Parr 3. Denise Mattox 4. Commissioner Kendric Jones

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 – April 4, 2024 Regular Session
3. Request by County Treasurer for approval of Payroll disbursements.
4. Request by County Treasurer to approve disbursement of funds for Retiree Insurance Premiums.

5. Request by County Treasurer for approval of Monthly Report.
6. Request by County Treasurer to approve disbursement of funds for State Quarterly Reports.
7. Request to approve payments on the following:
 \$695.00 for Invoice dated March 7, 2024 to Magnolia Funeral Home from line-item 125-423-540705 [Transport to Morgue].
8. \$1,175.00 for Invoice dated March 11, 2024, \$1,175.00 for Invoice dated March 25, 2024, \$1,175.00 for Invoice dated March 27, 2024 for a total of \$3,525.00 to Magnolia Funeral Home from line-item 125-423-540705 [Transport to Morgue].
9. \$2,271.76 for Invoice # 2024-12 to Houston-Galveston Area Council from line-item 125-411-562300 [County Organizational Dues].
10. \$35.00 for Invoice dated March 21, 2024 to Texas Social Security Program from line-item 125-411-562300 [County Organizational Dues].
11. Request by County Auditor to approve and/or ratification of Accounts Payable.
12. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right of Way by A T & T to bore and place a fiber optic cable within the right of way of Penick Rd.
13. Request by County Engineer to approve the Final Plat of Bluestem Waste Water Treatment Plant in Precinct 3.
14. Request by County Engineer to approve the Final Plat of Bluestem Phase 1 Detention Reserve in Precinct 3.
15. Request by County Engineer to approve the Final Replat of Shiloh Subdivision Lot 5 in Precinct 3.

Motion to approve Consent Agenda made by Commissioner Jones, seconded by Commissioner Amsler .

Motion carried by 3-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler

– Yes

Commissioner Smith

– Absent

Commissioner Jones

– Yes

Commissioner Beckendorff – Yes

PROCLAMATION

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

Motion made by Commissioner Jones, seconded by Commissioner Amsler.

Motion carried by 3-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler

– Yes

Commissioner Smith

– Absent

Commissioner Jones

– Yes

Commissioner Beckendorff – Yes

Court recessed at 9:26 a.m. – audio was not working, had to reset system.

Court reconvened at 9:33 a.m.

TAX ASSESSOR-COLLECTOR

17. Authorize the County Judge to sign a resale deed for the private tax resale of property currently held in trust by Waller County pursuant to Section 34.05(h)(2) of the Texas Tax Code.

Motion made by Commissioner Jones, seconded by Commissioner Amsler.

Motion carried by 3-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Absent

Commissioner Beckendorff – Yes

COUNTY ENGINEER

18. **Public Hearing:** Proposed Major Thoroughfare Plan/Map Amendment, by Maple Park Development LLC.

Public Hearing began at 9:33 a.m.

Jennifer Curtis with META gave presentation and information regarding proposed major thoroughfare plan.

Public Hearing ended at 9:49 a.m.

19. Approve the Major Thoroughfare Plan/Map Amendment, by Maple Park Development LLC.

Motion made by Commissioner Jones, seconded by Commissioner Amsler.

Motion carried by 3-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Absent

Commissioner Beckendorff – Yes

20. Approve Subdivision Development Agreement with Maple Park Development LLC for the Maple Park subdivision.

Motion made by Commissioner Jones, seconded by Commissioner Amsler.

Motion carried by 3-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Absent

Commissioner Beckendorff – Yes

21. Approve an Interlocal Agreement with the Harris County Flood Control District for the installation and maintenance of seven (7) gage stations.

Motion made by Commissioner Jones, seconded by Commissioner Amsler.

Motion carried by 3-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Absent

Commissioner Beckendorff – Yes

22. Approve recommendation of award and authorize negotiations relative to a Program Manager for the County's Mobility Bond Program (RFQ #240207-26).

Motion made by Commissioner Jones, seconded by Commissioner Amsler.

Commissioner Jones made motion to authorize negotiations with LJA, seconded by Commissioner Amsler.

Motion carried by 3-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Absent

Commissioner Beckendorff – Yes

23. Approve recommendation of award and authorize negotiations relative to traffic-specific engineering services (RFQ #240306-20).

Motion made by Commissioner Jones, seconded by Commissioner Amsler.

Commissioner Jones made motion to amend to authorize negotiations with Cobb, Fendley & Associates, seconded by Commissioner Amsler.

Amendment carried by 3-0 vote.*Judge Trey Duhon – Absent**Commissioner Amsler*

– Yes

Commissioner Smith

– Absent

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

Amended Motion carried by 3-0 vote.*Judge Trey Duhon – Absent**Commissioner Amsler*

– Yes

Commissioner Smith

– Absent

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

COMMISSIONER, PRECINCT 4

24. ~~Discuss a take home vehicle for Commissioner Beckendorff.~~
Item **WITHDRAWN**.

COUNTY JUDGE

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

Motion made by Commissioner Jones, seconded by Commissioner Amsler.

Motion carried by 3-0 vote.*Judge Trey Duhon – Absent**Commissioner Amsler*

– Yes

Commissioner Smith

– Absent

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

DIRECTOR OF POLICY & ADMINISTRATION

26. ~~Discussion on FY25 Budget.~~
Item **WITHDRAWN**.

COUNTY COURT AT LAW #2

27. Approve designation of the Hempstead High School Auditorium, an authorized location within the corporate limits of Hempstead, Texas, for the purpose of conducting court proceedings and trials for Waller County Court at Law #2.

Motion made by Commissioner Jones, seconded by Commissioner Amsler.

Motion carried by 3-0 vote.*Judge Trey Duhon – Absent**Commissioner Amsler*

– Yes

Commissioner Smith

– Absent

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

FIRE MARSHAL

28. **Introduction** of Texas Division of Emergency Management County Liaison Officer (CLO) Al Martinez to Waller County Emergency Management.

No action required.

29. Approve a one-year contract extension with DRC Emergency Services relative to debris removal services.

Motion made by Commissioner Jones, seconded by Commissioner Amsler.

Motion carried by 3-0 vote.*Judge Trey Duhon – Absent**Commissioner Amsler*

– Yes

Commissioner Smith

– Absent

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

30. Approve advertisement in The Waller County Express of a request for proposals for All Hazards Preparedness, Planning, Consulting, and Recovery Services. Funds to be paid from line-item 125-401-544100 [Bid Notices and Printing].

Motion made by Commissioner Jones, seconded by Commissioner Amsler.

Motion carried by 3-0 vote.*Judge Trey Duhon – Absent**Commissioner Amsler*

– Yes

Commissioner Smith

– Absent

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

GRANT MANAGER

31. Approve contract with LJA Engineering relative to the CDBG-MIT Planning and Capacity Building Project (County-Wide Master Drainage Plan).

Motion made by Commissioner Jones, seconded by Commissioner Amsler.

Commissioner Jones made motion to amend to approve contract with LJA Engineering relative to the CDBG-MIT Planning and Capacity Building Project-County-Wide Master Drainage Plan (GLO Contract No. 24-065-016-E173), seconded by Commissioner Amsler.

Amendment carried by 3-0 vote.

<i>Judge Trey Duhon – Absent</i>	<i>Commissioner Amsler – Yes</i>	<i>Commissioner Smith – Absent</i>
	<i>Commissioner Jones – Yes</i>	<i>Commissioner Beckendorff – Yes</i>

Amended Motion carried by 3-0 vote.

<i>Judge Trey Duhon – Absent</i>	<i>Commissioner Amsler – Yes</i>	<i>Commissioner Smith – Absent</i>
	<i>Commissioner Jones – Yes</i>	<i>Commissioner Beckendorff – Yes</i>

32. Approve engineering services contract with Pape-Dawson Consulting Engineers, LLC relative to the CDBG-MIT Hurricane Harvey HUD MID Infrastructure Projects.

Commissioner Jones made motion to approve engineering services contracts with Pape-Dawson Consulting Engineers, LLC relative to the CDBG-MIT Hurricane Harvey Infrastructure Projects – (1) Contract for Waller County – Brookshire Detention Pond, GLO Contract No. 24-065-015-E172; and (2) Contract for Waller County Prairie View Water Plant, GLO Contract No. 24-065-016-E173, seconded by Commissioner Amsler.

Motion carried by 3-0 vote.

<i>Judge Trey Duhon – Absent</i>	<i>Commissioner Amsler – Yes</i>	<i>Commissioner Smith – Absent</i>
	<i>Commissioner Jones – Yes</i>	<i>Commissioner Beckendorff – Yes</i>

33. Approve ratification of Amendment #2 relative to the County's CDBG-DR Infrastructure Grant (GLO Contract No. 20-065-062-C180) that increases the total grant award by \$295,549.00 (total contract award now \$4,332,148.00) and extends the contract termination date to December 31, 2024.

Motion made by Commissioner Jones, seconded by Commissioner Amsler.

Motion carried by 3-0 vote.

<i>Judge Trey Duhon – Absent</i>	<i>Commissioner Amsler – Yes</i>	<i>Commissioner Smith – Absent</i>
	<i>Commissioner Jones – Yes</i>	<i>Commissioner Beckendorff – Yes</i>

SHERIFF

34. Approve advertisement in The Waller County Express for a request for proposals for patrol vehicle upfitting and installation. Funds to be paid from line item 125-401-544100 [Bid Notices and Printing].

Motion made by Commissioner Jones, seconded by Commissioner Amsler.

Motion carried by 3-0 vote.

<i>Judge Trey Duhon – Absent</i>	<i>Commissioner Amsler – Yes</i>	<i>Commissioner Smith – Absent</i>
	<i>Commissioner Jones – Yes</i>	<i>Commissioner Beckendorff – Yes</i>

CONSTABLE, PRECINCT 3

35. Approve 48-month Lease Agreement for a Xerox C8170H2 at the monthly cost of \$236.33 to be paid from line-item 125-513-581700 [Equipment].

Motion made by Commissioner Jones, seconded by Commissioner Amsler.

Motion carried by 3-0 vote.

<i>Judge Trey Duhon – Absent</i>	<i>Commissioner Amsler – Yes</i>	<i>Commissioner Smith – Absent</i>
	<i>Commissioner Jones – Yes</i>	<i>Commissioner Beckendorff – Yes</i>

TREASURER

36. Approve amendments to the 2024 Salary Order.

Motion made by Commissioner Jones, seconded by Commissioner Amsler.

Motion carried by 3-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler

– Yes

Commissioner Smith

– Absent

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

37. Approve payment of \$12,125.00 for Invoice # 1174-4 to Evergreen Solutions, LLC from line item 125-401-540900 [Prof. Consultant Services].

Motion made by Commissioner Jones, seconded by Commissioner Amsler.

Motion carried by 3-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler

– Yes

Commissioner Smith

– Absent

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

DIRECTOR OF FACILITIES

38. Approve payment of \$34,903.00 for Invoice #305033 to Innovative Communication Systems from line-item 604-604-581837 [Swing Space].

Motion made by Commissioner Jones, seconded by Commissioner Amsler.

Motion carried by 3-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler

– Yes

Commissioner Smith

– Absent

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

39. **Update** On Modular Buildings.

No action required.

40. Approve Payment of \$5,952.00 for Application #2 to Sedalco, Inc. to be paid from line-item 125-600-581619 [Modular Buildings].

Motion made by Commissioner Jones, seconded by Commissioner Amsler.

Motion carried by 3-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler

– Yes

Commissioner Smith

– Absent

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

41. **Update** on Courthouse Project.

No action required.

42. Approve Payment of \$1,366,571.75 for Application #17 to Sedalco, Inc. to be paid from: \$66,053.82- 604-604-545045 [Professional Services] \$1,300,517.33 - 604-604-581000 [Bldg Purch, Const, or Improv].

Motion made by Commissioner Jones, seconded by Commissioner Amsler.

Motion carried by 3-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler

– Yes

Commissioner Smith

– Absent

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

MISCELLANEOUS

43. ~~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.~~

44. ~~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.~~

EXECUTIVE SESSION

45. ~~Consultation with District Attorney and outside counsel pursuant to Government Code Section 551.071. Item WITHDRAWN.~~
46. ~~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.~~
47. ~~Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725. Item WITHDRAWN.~~
48. ~~Reconvene in Open Session to take any action necessary on matters discussed in Executive Session. Item WITHDRAWN.~~

ADJOURN MEETING

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

Motion carried by 3-0 vote.

Judge Trey Duhon – Absent

Commissioner Amsler

– Yes

Commissioner Smith

– Absent

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

Meeting was **ADJOURNED** at 10:47 a.m.

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

Debbie Hollan

Debbie Hollan
Waller County Clerk

APPROVED this the 1st day of May 2024.

Carbett "Trey" J. Duhon, III
County Judge



WALLER COUNTY TAX OFFICE

WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE
Tax Assessor-Collector

(979) 826-7620
(979) 826-7619 Fax

730 9th Street
Hempstead, Texas 77445

April 3, 2024

Honorable Judge Trey Duhon
And
Honorable Commissioners' Court
Waller County
Hempstead, TX 77445

Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed \$500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

Account#	Owner	explanation	refund amount
R21147	Aguilar Magdaleno A Garcia	HS	\$ 628.53
R222173	Carroll Brandon & Victoria	HS	\$ 675.94
R24948	Aguilar Alejandro	HS	\$ 2,515.58
R357694	West Christopher C	HS	\$ 619.29
R365114	Kamal Saad & Siddiqui Amber	HS	\$ 614.72
R372458	Mendoza Karina Roa	HS	\$ 867.53
R388136	De La Rosa Hugo V	HS	\$ 664.64
R388301	Jones Jordis	DV HS	\$ 555.19
R7153	Prince Donald	HS OA	\$ 597.82

Sincerely,

A handwritten signature in cursive script, appearing to read "Ellen".

Ellen C. Shelburne
Waller County
Tax Assessor Collector



WALLER COUNTY TAX OFFICE

WALLER COUNTY, TEXAS

ELLEN C. SHELburnE
Tax Assessor-Collector

(979) 826-7620
(979) 826-7619 Fax

730 9th Street
Hempstead, Texas 77445

April 3, 2024

Honorable Judge Trey Duhon
And
Honorable Commissioners' Court
Waller County
Hempstead, TX 77445

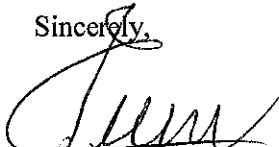
Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed \$500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

Account#	Owner	explanation	refund amount
P301213	Jeffrey & Jeffrey Inc	Value	\$ 5,030.01
R14659	Pineda Julia	HS	\$ 767.25
R15334	Brookshire Enterprise Inc	Value	\$ 2,855.79
R172174	Willis Phillip James Estate	OA	\$ 1,916.14
R198642	Prairieview Property Inc	Value	\$ 1,601.15
R202372	Brening Ron & Janis	HS	\$ 1,893.67
R202827	1977 Kindred II LP		\$ 1,575.08
R21147	Aguilar Magdaleno A Garcia	HS	\$ 1,796.68
R212172	Jebor William Wenyantee	HS	\$ 1,096.85
R214511	Griffith Vereonica Munoz		\$ 2,945.88
R21626	Gonzales Horacio Alfonso	HS	\$ 539.74
R216328	Clover RE LLC	Value	\$ 863.45
R222173	Carroll Brandon & Victoria	HS	\$ 734.19
R22525	Saturn Holdings LLC	Value	\$ 4,824.44
R240162	Pope Traves Joe & Kati	HS	\$ 1,286.23
R24948	Aguilar Alejandro	HS	\$ 4,028.61
R29229	Yell Jamar Dontre	HS	\$ 796.77
R29431	Lopez Olver Benitez	HS	\$ 663.36
R357295	Lal Investments LLC	Value	\$ 596.53
R357694	West Christopher C	HS	\$ 725.22
R365038	Nguyen Cam Thi	HS	\$ 786.78
R365114	Kamal Saad & Siddiqui Amber	HS	\$ 695.34
R372458	Mendoza Karina Roa	HS	\$ 1,950.06
R380316	Bhullar Kirandeep	HS	\$ 500.73
R387973	Wells Ronald	HS	\$ 1,143.78
R388136	De La Rosa Hugo V	HS	\$ 1,659.01
R388301	Jones Jordis	DV HS	\$ 2,394.05

R398706	Four VP GP Houston Inc		\$ 1,028.18
R4130	Pavlu Terry Paul	HS OA	\$ 644.54
R45218	Holley Oil Company LLC	Value	\$ 1,796.97
R4996	Ten Star Truck Wash Inc	Value	\$ 2,407.51
R5139	Allegiance Bank		\$ 9,765.38
R5226	Sandell Cookson Park LLC	Value	\$ 7,425.22
R7120	Boyd William & Shadana	HS	\$ 890.38
R9990	L7 Properties LTD		\$ 7,561.87

Sincerely,



Ellen C. Shelburne
Waller County
Tax Assessor Collector

2023 #10

MONTHLY REPORT DUE TO COMMISSIONER'S COURT				
January 2024				
OFFICE	DATE RECEIVED			
AUDITOR	2/15/24			
CONSTABLE PCT#1	No Report			
CONSTABLE PCT#2	2/1/24			
CONSTABLE PCT#3	2/5/24			
CONSTABLE PCT#4	No Report			
COUNTY CLERK	2/5/24			
DISTRICT CLERK	2/7/24			
JP#1	3/1/24			
JP#2	3/1/24			
JP#3	2/1/24			
JP#4	2/5/24			
LIBRARY - HEMPSTEAD	2/6/24			
LIBRARY- BROOKSHIRE	2/6/24			
SHERIFF	2/7/24			
TAX OFFICE	2/7/24			
ANIMAL CONTROL	2/7/24			
RECYCLE CENTER	2/16/24			
ROAD AND BRIDGE	No Report			
ENVIRONMENTAL	1/4/24	1/11/2024	1/18/2024	1/25/2024
FIRE MARSHALL	2/23/24			

MONTHLY REPORT DUE TO COMMISSIONER'S COURT					
February 2024					
OFFICE	DATE RECEIVED				
AUDITOR	3/5/24				
CONSTABLE PCT#1	No Report				
CONSTABLE PCT#2	3/4/24				
CONSTABLE PCT#3	3/1/24				
CONSTABLE PCT#4	No Report				
COUNTY CLERK	3/1/24				
DISTRICT CLERK	3/1/24				
JP#1	3/1/24				
JP#2	3/1/24				
JP#3	3/31/24				
JP#4	4/1/24				
LIBRARY - HEMPSTEAD	3/5/24				
LIBRARY- BROOKSHIRE	3/5/24				
SHERIFF	3/7/24				
TAX OFFICE	3/4/24				
ANIMAL CONTROL	3/7/24				
RECYCLE CENTER	No Report				
ROAD AND BRIDGE	No Report				
ENVIRONMENTAL	2/1/24	2/8/2024	2/15/2024	2/22/2024	2/29/2024
FIRE MARSHALL	3/4/24				

PRODUCT PRICING SUMMARY BASED ON CONTRACT
BUYBOARD #724-23 CHASSIS
Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

Item 6.

End Use: WALLER COUNTY

Rep: Dennis Thomas

Contact: _____

Phone: 817-410-7541

Phone/Email: _____

Email: dthomas@grapevinedcj.com

Product Description: 2500 CREW 4X4 SHORT

Date: 04/08/2024

A. Bid Series 2500

A. Base Price:

39,361

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DJ7L91	CREW CAB 4X4 SHORT BED	6,354	2GA	TRADESMAN 6.4L HEMI V8	STD
PW7	WHITE	NC	V9X9	CLOTH SEAT	PACKAGE
A6B	TRADESMAN LEVEL 2	1,921	HLH	AUX DASH SWITCHES	141
JKV	115V AC DASH PLUG	247	GT3	POWER FOLDING MIRRORS	267
DSA	ANTI SPIN AXLE	480	DK3	ELECT SHIFT ON FLY	286
XHC	BRAKE CONTROLLER	383	BAJ	220A ALTERNATOR	141
XAA	BACKUP SENSORS	286	UBD	UCONNECT 5 8.4" DISPLAY	791
AMP	CHROME APPEARANCE GROUP	1,601	ADB	SKIDPLATE	141
LPD	CARGO CAMERA	335			
Total of B. Published Options:					13,374

C. Unpublished Options

\$= 0.0%

Options	Bid Price	Options	Bid Price
SPRAY BEDLINER	470		
Total of C. Unpublished Options:			470

D. Pre-delivery Inspection:

E. Texas State Inspection:

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

H. Lot Insurance (for in stock and/or equipped vehicles):

I. Contract Price Adjustment:

J. Additional Delivery Charge: _____ miles

K. Subtotal:

L. Quantity Ordered _____ x K =

M. Trade in: _____

N. BUYBOARD Administrative Fee (\$400 per purchase order)

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$
\$
\$
\$
\$
\$
\$325
\$53,530
\$
\$400.00
\$53,930

2024



Item 7.

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval – Sunterra Corner Store

Date: May 1, 2024

Background

Final Plat of Sunterra Corner Store which consists of 2.289 acres will include 1 Block and 1 Reserve in Precinct 3.

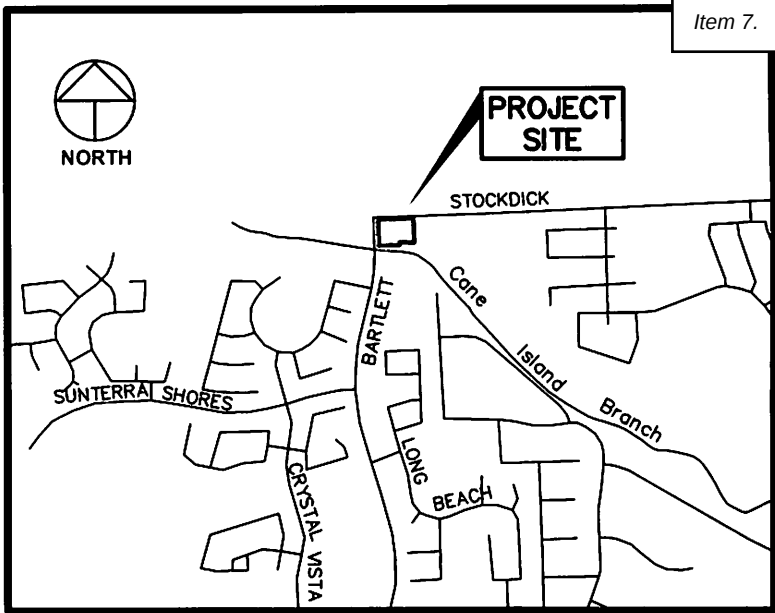
Staff Recommendation

Approve Plat

Z:\58156-BARTLETT CORNER STORE\PLAT\20240202-LEGAL-SUNTERRA MARKET-58156-P121819.DWG - - AVO - 02/02/24

ABBREVIATIONS

- A.E. - AERIAL EASEMENT
- D.E. - DRAINAGE EASEMENT
- ESMT. - EASEMENT
- FND - FOUND
- W.C.C.F. - WALLER COUNTY CLERK FILE
- W.C.D.R. - WALLER COUNTY DEED RECORDS
- W.C.M.R. - WALLER COUNTY MAP RECORDS
- W.C.P.R. - WALLER COUNTY PLAT RECORDS
- IR - IRON ROD
- NO. - NUMBER
- PG. - PAGE
- R.O.W. - RIGHT-OF-WAY
- AC. - ACRES
- SQ. FT. - SQUARE FEET
- VOL. - VOLUME
- B.L. - BUILDING LINE
- W.L.E. - WATER LINE EASEMENT
- S.S.E. - SANITARY SEWER EASEMENT
- U.E. - UTILITY EASEMENT
-  - SET 5/8" CAPPED IR "WINDROSE"



WALLER COUNTY, TEXAS
VICINITY MAP
SCALE: 1" = 2000'

I, Debbie Hollan, Clerk of the County Court of Waller County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____, 20____, at _____ o'clock____M., and duly recorded on _____, 20____, at _____ o'clock____M., and under File No. _____ of the Official Public Records of Waller County, Texas.

Debbie Hollan
County Clerk

By: _____
Deputy

Engineer

ALJ Lindsey, LLC

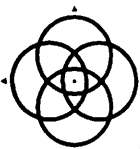
18635 N. Eldridge Parkway, Ste. 200
Tomball, TX 77377
281-301-5955
DDenton@aljlindsey.com

Owner and Developer

Suntterra Market, LLC

a Texas limited liability company
5411 Lachlan Springs Ln
Sugar Land, TX 77479
281-917-8430
shahyank27@gmail.com

Surveyor



WINDROSE
LAND SURVEYING | PLATTING

FIRM REGISTRATION NO. 10108800
713.458.2281 | WINDROSESERVICES.COM
5353 W SAM HOUSTON PKWY N, SUITE 150, HOUSTON TX 77041

BROOKSHIRE-KATY DRAINAGE
DISTRICT PERMIT NO. 2022-38
PROPOSED SITE USE:
COMMERCIAL DEVELOPMENT

FINAL PLAT OF
SUNTERRA CORNER STORE
A SUBDIVISION OF
2.289 AC. / 99,725 SQ. FT.
SITUATED IN THE J.W. MCCUTCHEON SURVEY,
SECTION 130, ABSTRACT NO. 308,
CITY OF HOUSTON ETJ, WALLER COUNTY, TEXAS
I BLOCK I RESERVE
FEBRUARY 2024

We, Sunterra Market, LLC, a Texas limited liability company, acting by and through Shahyan Karowadiya, owner, and Nizar Mohammad, owner, hereinafter referred to as the Owners of the 2.289 acre tract described in the above and foregoing map of SUNTERRA CORNER STORE, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11'6") for ten feet (10'0") perimeter ground easements or seven feet, six inches (7'6") for fourteen feet (14'0") perimeter ground easements or five feet, six inches (5'6") for sixteen feet (16'0") perimeter ground easements, from a plane sixteen feet (16'0") above ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty-one feet, six inches (21'6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10'0") for ten feet (10'0") back-to-back ground easements, or eight feet (8'0") for fourteen feet (14'0") back-to-back ground easements or seven feet (7'0") for sixteen feet (16'0") back-to-back ground easements, from a plane sixteen feet (16'0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easements totals thirty feet (30'0") in width.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to provide that drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters (1- 3/4) square feet (18" diameter) with culverts or bridges to be provided for all the private driveways or walkways crossing such drainage facilities.

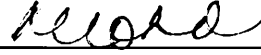
FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15' 0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Houston, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

IN TESTIMONY WHEREOF, Sunterra Market, LLC, a Texas limited liability company, has caused these presents to be signed by Shahyan Karowadiya, owner, and Nizar Mohammad, owner, thereunto authorized, this

the 15 day of February, 2024.

Sunterra Market, LLC, a Texas limited liability company


Shahyan Karowadiya - Owner

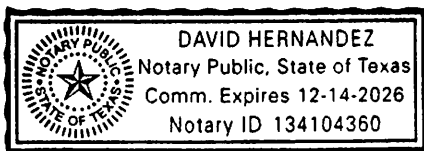

Nizar Mohammad - Owner

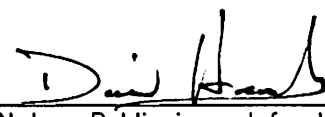
STATE OF TEXAS
COUNTY OF WALLER

BEFORE ME, the undersigned authority, on this day personally appeared Shahyan Karowadiya, owner, and Nizar Mohammad, owner, of Sunterra Market, LLC, a Texas limited liability company, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein expressed, and as the act and deed for said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

this the 15 day of February, 2024.




Notary Public in and for the
State of Texas

12-14-2026
My Commission Expires:

FINAL PLAT OF
SUNTERRA CORNER STORE
A SUBDIVISION OF
2.289 AC. / 99,725 SQ. FT.
SITUATED IN THE J.W. MCCUTCHEON SURVEY,
SECTION 130, ABSTRACT NO. 308,
CITY OF HOUSTON ETJ, WALLER COUNTY, TEXAS
1 BLOCK 1 RESERVE
FEBRUARY 2024

BROOKSHIRE--KATY DRAINAGE DISTRICT PERMIT NO. 2023-01441

Approved by the Board of Supervisors on

9-10-23
Date
President
Secretary
District Engineer

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

APPROVED by Commissioners Court of Waller County, Texas, this day of _____, 20__.

Carbett "Trey" J. Duhon III
County Judge

John A. Amsler
Commissioner, Precinct 1

Walter E. Smith, P.E., RLPS
Commissioner, Precinct 2

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

Acceptance of the above plat by the Commissioners Court does not signify Waller County acceptance of the dedicated roads for integration into the County Road system. The developer is required to comply with Sections 5 and 6 of the then current Waller County Subdivision and Development Regulation, in this regard.

Privately maintained paved streets: Sunterra Market, LLC, a Texas limited liability company, by filing this Plat of Record, and all future owners of property within this subdivision, by purchasing such property, acknowledge and agree that Waller County shall have no obligation whatsoever to repair or accept maintenance of the roads shown on this subdivision until and unless Sunterra Market, LLC, a Texas limited liability company, and/or the Homeowners Association has improved the roadways to the then current standards required by Waller County and the roads have been accepted for maintenance by formal, written action of the Waller County Commissioners Court and the roadway, with all required right of way, has been dedicated by the owners thereof, and accepted by the County, as a public street. Sunterra Market, LLC, a Texas limited liability company, and all future owners of property within this subdivision shall look solely to Sunterra Market, LLC, a Texas limited liability company, and/or the Homeowners Association for future maintenance and repair of the roads and streets shown on this Subdivision.

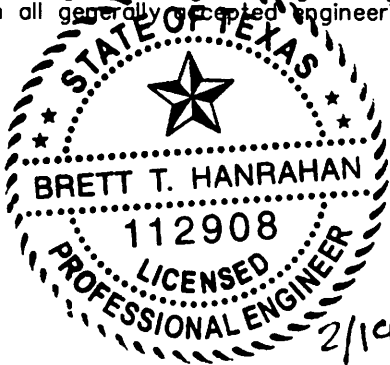
FINAL PLAT OF
SUNTERRA CORNER STORE
A SUBDIVISION OF
2.289 AC. / 99,725 SQ. FT.
SITUATED IN THE J.W. MCCUTCHEON SURVEY,
SECTION 130, ABSTRACT NO. 308,
CITY OF HOUSTON ETJ, WALLER COUNTY, TEXAS
I BLOCK I RESERVE
FEBRUARY 2024

I, J. Ross McCall, P.E., County Engineer of Waller County, certify that the plat of this subdivision complies with all existing rules and regulations of Waller County, at such time this plat was approved. No construction or other development within this subdivision may begin until all Waller County permit requirements have been met.

Date

J. Ross McCall, P.E., County Engineer

I, Brett T. Hanrahan, P.E., a Registered Professional Engineer, hereby certify that all engineering, for streets and drainage, within the subdivision is in compliance with the Waller County Subdivision and Development Regulations, including the Engineering Design Standards incorporated as Appendix A, and with all generally accepted engineering standards.

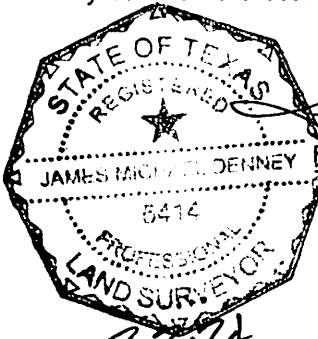


Brett T. Hanrahan

Brett T. Hanrahan, P.E.
Texas Registration No. 112908
ALJ Linsey, LLC
18635 N. Eldridge Parkway, Suite 200
Tomball, TX, 77377
TX Firm Registration No. F-11526

2/19/24

I, JAMES MICHAEL DENNEY, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central zone.



James Michael Denney

JAMES MICHAEL DENNEY
Registered Professional Land Surveyor
Texas Registration No. 5414

2-2-24

This is to certify that the Planning Commission of the City of Houston, Texas, has approved this plat and subdivision of SUNTERRA CORNER STORE in conformance with the laws of the State of Texas and the ordinances of the City of Houston, as shown hereon, and authorized the recording of this plat this

the 20 day of March, 2024.

By: *Martha L. Stein*
Martha L. Stein or M. Sonny Garza
Chair Vice Chairman

By: *Josd*
Jennifer Ostlind, AICP
Secretary



FINAL PLAT OF
SUNTERRA CORNER STORE
A SUBDIVISION OF
2.289 AC. / 99,725 SQ. FT.
SITUATED IN THE J.W. MCCUTCHEON SURVEY,
SECTION 130, ABSTRACT NO. 308,
CITY OF HOUSTON ETJ, WALLER COUNTY, TEXAS
I BLOCK I RESERVE
FEBRUARY 2024

Z:\58156-BARTLETT CORNER STORE\PLAT\20240202-LEGAL-SUNTERRA MARKET-58156-P121819.DWG -- AVO -- 02/02/24

DESCRIPTION

A TRACT OR PARCEL CONTAINING 2.289 ACRES, OR 99,725 SQUARE FEET OF LAND SITUATED IN THE J.W. MCCUTCHEON SURVEY, SECTION 130, ABSTRACT NO. 308, WALLER COUNTY, TEXAS, BEING ALL OF A CALLED 2.29 ACRE TRACT CONVEYED TO SUNTERRA MARKET, LLC, RECORDED UNDER WALLER COUNTY CLERK'S FILE (W.C.C.F.) NO. 2203434, WITH SAID 2.289-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (NAD83):

BEGINNING AT A 5/8-INCH IRON ROD STAMPED "QUIDDITY ENG" FOUND AT THE NORTHEAST RIGHT-OF-WAY (R.O.W.) CORNER OF BARTLETT ROAD STREET DEDICATION, RECORDED UNDER WALLER COUNTY CLERK'S FILE (W.C.C.F.) NO. 2108104, AND THE NORTHWEST CORNER OF A CALLED 15-FOOT-WIDE SANITARY SEWER EASEMENT, RECORDED UNDER W.C.C.F. NO. 2009268, ALSO BEING IN THE PROPOSED SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF STOCKDICK SCHOOL ROAD, FOR THE MOST NORTHERLY NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 87 DEG. 51 MIN. 24 SEC. EAST, WITH THE NORTH LINE OF SAID 15-FOOT-WIDE SANITARY SEWER EASEMENT AND THE PROPOSED SOUTH R.O.W. LINE OF STOCKDICK SCHOOL ROAD, A DISTANCE OF 335.18 FEET, TO A CAPPED 5/8-INCH IRON ROD STAMPED "QUIDDITY ENG" FOUND FOR THE NORTHWEST CORNER OF A CALLED 3.01-ACRE TRACT, RECORDED UNDER W.C.C.F. NO. 2109907, AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEG. 08 MIN. 34 SEC. EAST, WITH THE WEST LINE OF SAID 3.01-ACRE TRACT, A DISTANCE OF 259.96 FEET, TO A CAPPED 5/8-INCH IRON ROD STAMPED "JONES & CARTER" FOUND IN THE NORTH LINE OF A CALLED 0.5112-ACRE DRAINAGE EASEMENT, RECORDED IN VOLUME 1390, PAGE 316, WALLER COUNTY OFFICIAL RECORDS, AT THE SOUTHWEST CORNER OF SAID 3.01-ACRE TRACT, AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE NORTH AND WEST LINES OF SAID 0.5112-ACRE DRAINAGE EASEMENT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

NORTH 89 DEG. 10 MIN. 36 SEC. WEST, A DISTANCE OF 152.32 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET FOR A RE-ENTRANT CORNER OF THE HEREIN DESCRIBED TRACT;

SOUTH 02 DEG. 34 MIN. 21 SEC. EAST, A DISTANCE OF 29.75 TO FEET A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET AT THE NORTHEAST CORNER OF A CALLED 3.00-ACRE DRAINAGE EASEMENT, RECORDED UNDER W.C.C.F. NO. 2101464, AND A SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 89 DEG. 01 MIN. 23 SEC. WEST, ALONG THE NORTH LINE OF SAID 3.00-ACRE DRAINAGE EASEMENT, A DISTANCE OF 219.51 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "JONES & CARTER" FOUND IN THE EAST R.O.W. LINE OF SAID BARTLETT ROAD STREET DEDICATION (100-FOOT-WIDE R.O.W.), ALSO BEING IN THE WEST LINE OF SAID CALLED 15-FOOT-WIDE SANITARY SEWER EASEMENT, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE, WITH THE EAST R.O.W. LINE OF SAID BARTLETT ROAD STREET DEDICATION AND THE EAST LINE OF SAID 15-FOOT-WIDE SANITARY SEWER EASEMENT THE FOLLOWING THREE (3) COURSES AND DISTANCES:

WITH SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,250.00 FEET, A CENTRAL ANGLE OF 01 DEG. 25 MIN. 21 SEC., AN ARC LENGTH OF 55.86 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 01 DEG. 18 MIN. 59 SEC WEST - 55.86 FEET, TO A POINT OF TANGENCY (NOT SET - SANITARY SEWER MANHOLE AT POINT);

NORTH 02 DEG. 01 MIN. 40 SEC. WEST, A DISTANCE OF 186.57 FEET TO A 3/4-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 89 DEG. 53 MIN. 04 SEC., AN ARC LENGTH OF 54.91 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 42 DEG. 54 MIN. 52 SEC. EAST - 49.45 FEET, TO THE POINT OF BEGINNING AND CONTAINING 2.289 ACRES OR 99,725 SQUARE FEET OF LAND.

FINAL PLAT OF
SUNTERRA CORNER STORE
A SUBDIVISION OF
2.289 AC. / 99,725 SQ. FT.
SITUATED IN THE J.W. MCCUTCHEON SURVEY,
SECTION 130, ABSTRACT NO. 308,
CITY OF HOUSTON ETJ, WALLER COUNTY, TEXAS
I BLOCK I RESERVE
FEBRUARY 2024

Z:\58156-BARTLETT CORNER STORE\PLAT\20240202-LEGAL-SUNTERRA MARKET-58156-P121819.DWG - AVO - 02/02/24

GENERAL NOTES

1. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD83).
2. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITH INFORMATION CONTAINED IN THE CITY PLANNING LETTER, GF NO. 2791021-10320, DATED 10/06/2021 AND IS SUBJECT TO THE LIMITATIONS OF THAT LETTER.
3. ALL COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD 83), AND MAY BROUGHT TO SURFACE BY APPLYING THE FOLLOWING SCALE FACTOR - 0.999899866.
4. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) FOR WALLER COUNTY, TEXAS, MAP NO. 48473C0375E AS REVISED LOMR CASE NO. 19-06-1115P, EFFECTIVE DATE APRIL 27, 2020, THE SUBJECT TRACT APPEARS TO LIE WITHIN ZONE "AE". THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY AND HAS NOT BEEN FIELD VERIFIED. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE LAND SERVICES.
5. NO PIPELINES OR PIPELINE EASEMENTS EXIST WITHIN THE BOUNDARIES OF THIS PLAT.
6. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ONSITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY WALLER COUNTY ENVIRONMENTAL DEPARTMENT.
7. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM.
8. PER TEXAS ADMINISTRATIVE CODE 285.4, FACILITY PLANNING REVIEW OF SUBDIVISIONS OR DEVELOPMENT PLANS. PERSONS PROPOSING RESIDENTIAL SUBDIVISIONS, MANUFACTURED HOUSING COMMUNITIES, MULTI-UNIT RESIDENTIAL DEVELOPMENTS, BUSINESS PARKS, OR OTHER SIMILAR STRUCTURES THAT USE OSSFS FOR SEWAGE DISPOSAL SHALL SUBMIT MATERIALS FOR THESE DEVELOPMENTS TO THE PERMITTING AUTHORITY AND RECEIVE APPROVAL PRIOR TO SUBMITTING AN OSSF APPLICATION.
9. ALL PROPERTY CORNERS ARE MARKED WITH A 5/8-INCH CAPPED IRON ROD STAMPED "WINDROSE", UNLESS OTHERWISE INDICATED.
10. THIS PROPERTY IS FULLY LOCATED WITHIN THE CITY OF HOUSTON ETJ, WALLER COUNTY, BROOKSHIRE-KATY DRAINAGE DISTRICT, HARRIS-WALLER MUD #4, AND KATY INDEPENDENT SCHOOL DISTRICT.
11. UNLESS OTHERWISE INDICATED, THE BUILDING LINES (B.L.), WHETHER ONE OR MORE, SHOWN ON THIS SUBDIVISION PLAT ARE ESTABLISHED TO EVIDENCE COMPLIANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 42, CODE OF ORDINANCES, CITY OF HOUSTON, TEXAS, IN EFFECT AT THE TIME THIS PLAT WAS APPROVED, WHICH MAY BE AMENDED FROM TIME TO TIME.
12. ABSENT WRITTEN AUTHORIZATION BY THE AFFECTED UTILITIES, ALL UTILITY AN AERIAL EASEMENTS MUST BE KEPT UNOBSTRUCTED FROM ANY NON-UTILITY IMPROVEMENTS OR OBSTRUCTIONS BY THE PROPERTY OWNER. ANY UNAUTHORIZED IMPROVEMENTS OR OBSTRUCTIONS MAY BE MAY BE REMOVED BY ANY PUBLIC UTILITY AT THE PROPERTY OWNER'S EXPENSE. WHILE WOODEN POSTS AND PANELED WOODEN FENCES ALONG THE PERIMETER AND BACK TO BACK EASEMENTS AND ALONGSIDE REAR LOT LINES ARE PERMITTED, THEY TOO MAY BE REMOVED BY PUBLIC UTILITIES AT THE PROPERTY OWNER'S EXPENSE SHOULD THEY BE AN OBSTRUCTION. PUBLIC UTILITIES MAY PUT SAID WOODEN POSTS AND PANELED WOODEN FENCES BACK UP, BUT GENERALLY WILL NOT REPLACE NEW FENCING.

BENCHMARK PUBLISHED ELEVATION - 156.48'

HARRIS COUNTY FLOODPLAIN REFERENCE MARK NO. 190105 BEING AN ALUM ROD STAMPED 190105 LOCATED FROM THE INTERSECTION OF CLAY ROAD AND PITTS ROAD, TRAVEL NORTH APPROXIMATELY 0.2 MILES TO THE BRIDGE.

TEMPORARY BENCHMARK "A" ELEVATION - 163.93'

COMMENCING AT THE NORTHEAST CORNER OF A CALLED 2.29 ACRE TRACT, AS RECORDED UNDER W.C.C.F. NO 2203434. SOUTH 49 DEG. 46 MIN 48 SEC. EAST, A DISTANCE OF 54 FEET TO A BOX CUT ON CURB INLET ON THE NORTH SIDE OF PROPOSED STOCKDICK SCHOOL ROAD.

FINAL PLAT OF
SUNTERRA CORNER STORE

A SUBDIVISION OF
2.289 AC. / 99,725 SQ. FT.
SITUATED IN THE J.W. MCCUTCHEON SURVEY,
SECTION 130, ABSTRACT NO. 308,
CITY OF HOUSTON ETJ, WALLER COUNTY, TEXAS

I BLOCK I RESERVE
FEBRUARY 2024

RESIDUE
CALLED 655.54 ACRES
ASTRO SUNTERRA, L.P.
W.C.C.F. NO. 2115246

Item 7.

STOCKDICK ROAD

100' R.O.W.
FILE NO. 2208260, W.C.P.R.
FILE NO. 2301831, W.C.P.R.

P.O.B.
FND 5/8" CIR. "QUIDDITY ENG"
X: 2,964,972.863 (GRID)
Y: 13,868,316.135 (GRID)

R=35.00'
D=89°53'04"
L=54.91'
CH=N 42°54'52" E 49.45'

N 87°51'24" E 335.18'

15' SANITARY SEWER EASEMENT
W.C.C.F. NO. 2009268

25' B.L.

FND 3/4" IR

BARTLETT ROAD
100' R.O.W.
W.C.C.F. NO. 2108104

N 02°01'40" W 186.57'

15' SANITARY SEWER EASEMENT
W.C.C.F. NO. 2009268

25' B.L.

①
RESTRICTED RESERVE "A"
2.289 AC. / 99,725 SQ. FT.
(RESTRICTED TO COMMERCIAL USE)

28051 STOCKDICK ROAD
KATY, TX 77493

MANHOLE AT
CORNER

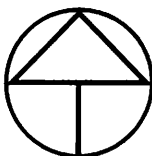
R=2250.00'
D=01°25'21"
L=55.86'
CH=N 01°18'59" W 55.86'

15' B.L.

S 89°01'23" W 219.51'

CALLLED 3.00 AC.
BROOKSHIRE-KATY DRAINAGE DISTRICT
DRAINAGE EASEMENT
W.C.C.F. NO. 2101464

FND 5/8" CIR.
"JONES & CARTER"
X: 2,964,947.081 (GRID)
Y: 13,868,037.651 (GRID)



NORTH

0 40 80 Feet

GRAPHIC SCALE: 1" = 40'

FINAL PLAT OF SUNTERRA CORNER STORE

A SUBDIVISION OF
2.289 AC. / 99,725 SQ. FT.
SITUATED IN THE J.W. MCCUTCHEON SURVEY,
SECTION 130, ABSTRACT NO. 308,
CITY OF HOUSTON ETJ, WALLER COUNTY, TEXAS

I BLOCK I RESERVE
FEBRUARY 2024

8
SEE SHEET 8

STOCKDICK ROAD

100' R.O.W.

FILE NO. 2208260, W.C.P.R.
FILE NO. 2301831, W.C.P.R.

T.B.M. "A"



FND 5/8" CIR.
"QUIDDITY ENG"

N 87°51'24" E 335.18'

15' SANITARY SEWER EASEMENT
W.C.C.F. NO. 2009268

25' B.L.

①

RESTRICTED RESERVE "A"
2.289 AC. / 99,725 SQ. FT.
(RESTRICTED TO COMMERCIAL USE)

15' B.L.

S 02°08'34" E 259.96'

CALLED 3.01 ACRES
HARRIS-WALLER COUNTIES
MUNICIPAL UTILITY DISTRICT NO. 4
W.C.C.F. NO. 2109907

28047 STOCKDICK ROAD
KATY, TX 77493

15' B.L.

FND 5/8" CIR.
"JONES & CARTER"

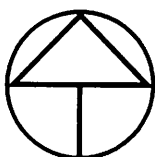
N 89°10'36" W 152.32'

S 02°34'21" E 29.75'

SET 5/8" CIR. "WINDROSE"
X: 2,965,166.537 (GRID)
Y: 13,868,041.393 (GRID)

RESIDUE
CALLED 655.54 ACRES
ASTRO SUNTERRA, L.P.
W.C.C.F. NO. 2115246

0.5112 ACRES
BROOKSHIRE-KATY DRAINAGE DISTRICT
DRAINAGE EASEMENT
VOL. 1390, PG. 316, W.C.D.R.
H.C.C.F. NO. 20130375898



NORTH

0 40 80 Feet

GRAPHIC SCALE: 1" = 40'

FINAL PLAT OF
SUNTERRA CORNER STORE

A SUBDIVISION OF
2.289 AC. / 99,725 SQ. FT.
SITUATED IN THE J.W. MCCUTCHEON SURVEY,
SECTION 130, ABSTRACT NO. 308,
CITY OF HOUSTON ETJ, WALLER COUNTY, TEXAS

I BLOCK I RESERVE
FEBRUARY 2024

SEE SHEET 7

WALLER COUNTY ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer



April 16, 2024

Steven Boyd, P.E.
Project Manager
LJA Engineering
1904 N. Grand Pkwy, Suite 105
Katy, TX 77449

Re: Twinwood Business Park Phase 2 – Final Acceptance

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,

A handwritten signature in black ink, appearing to read "J. Ross McCall", is written over a horizontal line.

J. Ross McCall, P.E.
Waller County Engineer

Item 8.

[illegible]

INVOICE

Fort Bend Medical Examiner
3840 Bamore Road
Rosenberg, TX 77471

kelley.large@fortbendcountytexas.gov
+1 (832) 471-4011



Judge Trey Duhon

Bill to

Judge Trey Duhon
Waller County Judge
836 Austin Street, Suite 203
Hempstead, TX 77445

Ship to

Judge Trey Duhon
Waller County Judge
836 Austin Street, Suite 203
Hempstead, TX 77445

Invoice details

Invoice no.: 1334
Terms: Net 30
Invoice date: 04/01/2024
Due date: 05/01/2024

Registration # **012232**
Joan Sargent Waller Co. Treasurer
Deputy WJ Date 4/4/24

#	Date	Product or service	Qty	Rate	Amount
1.	02/19/2024	Autopsy Full Autopsy Case# 24-00433WL [REDACTED] ed by Judge Ted Krenek	1	\$2,600.00	\$2,600.00
2.	02/29/2024	Autopsy Full Autopsy Case# 24-00546WL [REDACTED] by Judge Ted Krenek	1	\$2,600.00	\$2,600.00
Total					\$5,200.00

APR 2 '24 PM 4:01 TREASURER
APR 3 '24 AM 8:40 AUDITOR



INVOICE

Page 1 of 1

Invoice Number Item 13.

306660

Invoice Date: 03/15/24

Payment Terms: due on receipt

Beginning February 1st, 2022, ICS will begin levying a late fee policy of 1.5% per month on the total outstanding balance.

Innovative Communication Systems

10430 Gulfdale Street
San Antonio TX 78216
USA210-225-5427

Bill To: Waller County Courthouse
836 Austin Street

Hempstead TX 77445
USA

Ship To: Waller County - Courthouse
836 Austin Street
217
Hempstead TX 77445
USA

ITEM NO.	Description	Quantity	Unit Price	Ext. Price
MAINT HOUS	Houston maintenance	1	USD 6,958.45	USD 6,958.45

Remarks:

Begins Jan 1st, 2024 thru Dec 31st 2024

Waller County Annual Maintenance to cover service related issues and remote MAC work on the Mitel and Clear 2 There Video Solutions.

APR 3 '24 PM 3:14 TREASURER

APR 8 '24 PM 2:56 AUDITOR

Registration # **012310**
Joan Sargent Waller Co. Treasurer
Deputy WJW Date 4/8/24

Reference customer number C14176 when paying invoice.	SUBTOTAL: USD 6,958.45
Discrepancies on invoices must be reported to the billing department within 10 days. Any unpaid invoice past 90 days is subject to collection fees.	DISCOUNT:
	TAX:
	TOTAL: USD 6,958.45
Austin: 512-433-4700 Houston: 713-CALL ICS San Antonio: 210-CALL ICS	DOWN PAYMENT: 0.00
	BALANCE: USD 6,958.45

11/11/2020

King Architectural Consulting Services
817-992-3120
142 Northchase Dr.
Willow Park, TX 76087

KING
Architectural Consulting Services PLLC

Registration # **012365**
Joan Sargent Waller Co. Treasurer
Deputy YIP Date 4/8/24

APR 4 '24 AM 10:40 TREASURER

Billed To
Danny Rothe
Waller County
836 Austin Street
Hempstead, TX 77445

Date of Issue
04/03/2024

Due Date
05/10/2024

Invoice Number
0000028

Reference
Business Node - New
Courthouse Pay App
#17

Amount Due (USD)

\$1,983.95

APR 8 '24 PM 4:09 AUDITOR

Description	Rate	Qty	Line Total
Third Party Architectural Services 10 hour trip to WC on 4-2-24 for observation/review of pay app #17 on New Courthouse and pay app #2 on 506 Modular Bldg Design ser- vices, plus 1 hour for pay application reviews in office.	\$150.00	11	\$1,650.00
Travel Expense, Mileage trip to Waller County - observation	\$0.585	412	\$241.02
Insurance Reimbursable	\$82.42	1	\$82.42
Travel Expense, lunch	\$10.51	1	\$10.51
	Subtotal		1,983.95
	Tax		0.00
	Total		1,983.95
	Amount Paid		0.00
	Amount Due (USD)		\$1,983.95

Terms
Thank You!



Payment schedule

King Architectural Consulting Services PLLC

Below is your monthly payment schedule. Hiscox will collect funds automatically on the dates listed. You will not receive any further billing statements unless you make a change to your policy, so it is important to keep this document for future reference.

Upcoming payment schedule

You will be charged the amounts listed below on the following dates:

- September 7, 2023 \$82.38
- October 7, 2023 \$82.42
- November 7, 2023 \$82.42
- December 7, 2023 \$82.42
- January 7, 2024 \$82.42
- February 7, 2024 \$82.42
- March 7, 2024 \$82.42
- April 7, 2024 \$82.42, INVOICE #28
- May 7, 2024 \$82.42
- June 7, 2024 \$82.42
- July 7, 2024 \$82.42
- August 7, 2024 \$82.42

To ensure your business remains protected, your coverage will automatically renew with the same payment method and frequency listed above. You will receive a new payment schedule and updated policy documents at least 45 days before renewal.

LUNCH. TRIP TO WALLER COUNTY

SCH-001114-College Station-TX
107 College Avenue
College Station, 00 77840
(979) 260-2867

Server: Jacob P
Check: 2009
Dine In

04/02/2024
12:40 PM

26

Item	Price
Original Meal Deal	\$10.79
Original Sandwich, Small @ 7.29	
Small Meal Deal @ 3.50	
Schlotzsky's Potato Chips	
Small Drink	

Subtotal \$10.79

Senior -\$1.08
Sales Tax \$0.80

Total \$10.51

VISA Tendered \$10.51

Download Schlotzsky's Rewards Today!



Join Today & Get FREE Chips & Drink!
Earn Points on Every Purchase
Receipts must be scanned within 72 hours
Certain limitations apply.

Reference: 84702073
***** PURCHASE *****
APPROVED

Total: \$10.51

Card Type: VISA
Card Entry: CHIP
Acct #: *****9501

Approval Code: 07616D
***** EMV PURCHASE *****

App Label: VISA CREDIT
Mode: Issuer

AID: A0000000031010
TVR: 8000008000
IAD: 0601120360A000
TSI: 6800
ARC: 00
AC: 76F2C9F8FEA525E7
CVM: 1F0302

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
April 10, 2024

APR10'24am11:32TREASURER

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

Registration # **012570**
Joan Sargent Waller Co. Treasurer
Deputy 6/10 Date 4/11/24

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1			Two Man First Call [REDACTED]				\$ 475.00
1			Transport to FBCME				\$ 500.00
1			Body Bag				\$ 200.00
Balance Due							\$ 1,175.00

Thank You,

Donna Schmidt Fricke
Schmidt Funeral Home
Brookshire, TX

APR11'24pm2:37AUDITOR

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
April 5, 2024

APR 8 '24 AM 7:44 TREASURER

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

Registration # **012331**
 Joan Sargent Waller Co. Treasurer
 Deputy WJD Date 4/8/24

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1			One Man First Call per badge Ted Krenk				\$ 425.00
1			Transport to FBCME				\$ 500.00
1			Body Bag				\$ 200.00
Balance Due							\$ 1,125.00

Thank You,

Donna Schmidt Fricke
 Schmidt Funeral Home
 Brookshire, TX

APR 8 '24 PM 2:58 AUDITOR



Invoice

Smarsh Inc.
851 SW 6th Ave, Suite 800
Portland, OR 97204
For Remit To address, please see below
866-SMARSH-1
customer.success@smarsh.com
EIN: 75-2984566

Registration # **011950**
Joan Sargent Waller Co. Treasurer
Deputy MD Date 3/25/24

Invoice Date: 18-Mar-2024
Due Date: 17-Apr-2024
Invoice Number: INV-157550
Service Account:

Bill To:

Waller County, TX
Joan Sargent
836 Austin St
Hempstead, Texas 77445-4667
United States

Customer:

Waller County, TX
Greg Henry
836 Austin St
Hempstead, Texas 77445-4667
United States

Description	Service Period	Quantity	Amount
Unified			
Platform - Professional Archive - SMG	01-Mar-2024 - 28-Feb-2025	1	\$630.00
AT&T Mobile Message - Professional Archive Capture	01-Mar-2024 - 28-Feb-2025	40	\$2,860.40
Email - Professional Archive Capture	01-Mar-2024 - 28-Feb-2025	386	\$27,602.86
Facebook - Professional Archive Capture	01-Mar-2024 - 28-Feb-2025	3	\$214.53
Twitter - Professional Archive Capture	01-Mar-2024 - 28-Feb-2025	2	\$1,240.00
Verizon - Professional Archive Capture	01-Mar-2024 - 28-Feb-2025	43	\$3,074.93
Smarsh Support			
Professional Support - Basic	01-Mar-2024 - 28-Feb-2025	1	\$0.00
Subtotal			\$35,622.72
Total Tax			\$0.00
Invoice Total			\$35,622.72

Thank you for your business!

Please include your invoice number and service account number on your check and/or detailed remittance notice.

If you were charged tax on this invoice, and you feel you are tax exempt, please send a current tax-exempt certificate to accounting@smarsh.com.

CHECKS SHOULD BE MAILED TO:

Smarsh Inc.
PO Box 8023
Carol Stream, IL 60197-8023

WIRES/ACH PAYMENTS SHOULD BE SENT TO:

Bridge Bank, N.A.
ABA or Routing Number: 121143260
Account Number: 102334026
SWIFT Code: BBFXUS6S

*Smarsh may charge a late fee of 1.5% per month on any fees not paid when due

MAR21'24pm1:20TREASURER

MAR25'24pm3:01AUDITOR



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

March 7, 2024

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

Dear Judge Duhon,

Family Ties, Family Resource Services has provided services to child victims and their families in Waller County for the past 17 years. With humble beginnings as a grass roots 501(c)3 family crisis center, we have filled the gaps in services provided to this marginal and vulnerable population with trauma informed wrap around services by seasoned and licensed professionals with more than 25 years of experience providing developmentally appropriate treatment for child victims of family violence, sexual violence, bullying, dating violence, child abuse and other crisis issues that have a detrimental impacts and often lead to generational violence. Our multi-pronged approach prioritizing children's trauma, supporting caregiving family members, and providing primary prevention has proven to be incredibly effective in providing quality care and primary prevention that promotes healing at the individual, family, and community level as well as stopping violence before it starts. Since Family Ties' origination the demand for services that recognize children as primary victims and provides trauma informed care at appropriate developmental levels while serving the needs of the entire family has at least doubled each year due to the explosive growth flowing from Hwy 290 and Interstate 10. Family Ties' engages with multiple community partners in Waller County including: Waller ISD, Waller County DA's & Family Law office, Sheriff's Office, local PD's, TDPRS, House of Help, WARM, TXFNE(Texas Forensic Nurse Examiners), United Way along with several other community stakeholders. To accommodate the needs created Family Ties has expanded its services to include a Drop-in Center for youth to help prevent Sexual Exploitation and recently opened the Mueller House, a 12 bed, 12 bath facility for youth/young adult who have been victimized, ages 17-22 to provide a stop gap between homelessness, crime, and sexual exploitation. Through our partnership with the United Way, we are able to provide Flexible Funding to families that are at risk of becoming homeless, having difficulty maintaining utilities, and other basic needs who resided in Waller County. All of our programs and services are intentional and are intended to provide true wrap around services. Although our services are typically geared to providing victim services, our agency is seen as a place where anyone in the community can come for help. Family Ties appreciates Waller County recognizing our commitment by allocating funds in its 2024 Budget. At this time we would like to request Family Ties' allocation of \$15,000. Thank you for partnering with us in "Providing Hope Through Healing" and creating a community where violence in any form is not tolerated.

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

3/10/24
Date

"Providing Hope Through Healing"

P.O. Box 175 * 2114 Field Store Road, Waller, Tx. 77484 * (936)931-2299 * Fax (936)372-1199

Heard & Katz, LLC

PO Box 1287 ■ El Campo, Texas 77437 ■ 713-503-1924

4/15/2024

Ross McCall, PE
Waller County Engineer
775 Business 290 East
Hempstead, TX 77445

Subject: Floodplain Variance

On behalf of my client Sprint Sand & Clay, LLC I am requesting a variance to the Waller County Flood Damage Prevention Ordinance (FDPO) as it relates to the development of a proposed sand pit operation. This soil processing facility will be initiated on 46 acres of predominantly undisturbed pasture that sits approximately 2-4' below the determined base flood elevation (BFE) of 115.6' msl.

The requested variance is to allow a pad to be placed as proposed in lieu of building a structure to hoist the office 2' above the projected 500 yr flood as required by the FDPO.

The Waller County FDPO tracks closely and references the National Flood Insurance Program (NFIP) regulations contained in Title 44 CFR Part 60.1-6. FDPO Article 4, Section D provides procedures for requesting variances from the requirements of this County ordinance. Similar Federal language is found in 44 CFR 60.6.

The Problem – The FDPO has language that restricts a solution that NFIP allows. The Federal rules allow for filling in the floodplain with compensatory mitigation which this project will provide in spades.

FDPO Article 4, Section D (10) (a) and (b) - Prerequisites for granting variances:

- (a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard to afford relief.
- (b) Variances shall only be issued upon:
 - (i) showing a good and sufficient cause;
 - (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and
 - (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

Waller County FDPO Article 5, Section A(9) - No structural fill is allowed within special flood hazard areas and/or moderate flood hazard areas. Only open foundation systems (e.g. pier and beam, etc.) will be permitted.

Federal 44 CFR 60.6(c)(2)(iii) - Have the area surrounding the structure on all sides filled to or above the elevation of the base flood. Fill must be compacted with slopes protected by vegetative cover;

The Texas Legislature adopted the Federal language in the **Texas Water Code Section 16.315** with an opening statement " All political subdivisions are hereby authorized to take all necessary and reasonable actions that are not less stringent than the requirements and criteria of the National Flood Insurance Program."

The reason the ordinance was established is to have developments and public buildings conform to standards that take into account the potential damage caused by flooding. This noble cause weaves insurance issues into Federal funding of disaster relief by regulating development in flood prone areas. The ordinances particularly focus on residential and commercial developments that are financed and insured. This project has no public accommodations that will be financed or insured for flooding. This project will also provide flood storage that could become an asset to the public as many Sprint facilities have evolved into.

Pad Volume - A ticket office that will sit above the BFE on a pad that is proposed to be approximately 0.12 acres (5,400 sf). Assuming a 4' fill, the volume of compacted soil to build the pad will be 727 cy (0.45 ac-ft).

Pit Volume - Assuming a cut sloop of 1:1 (assumed angle of repose for sand) a 10' cut in the pit will yield 334 ac-ft. A completely depleted pit at 40' will yield 1,264 ac-ft. Assuming the pad is built from soil taken from the pit area this operation will have somewhere between zero impact upon opening day to a potential 1,000 ac-ft addition to flood storage in the immediate area.

Please consider this variance in your assessment of this project.

Sincerely,

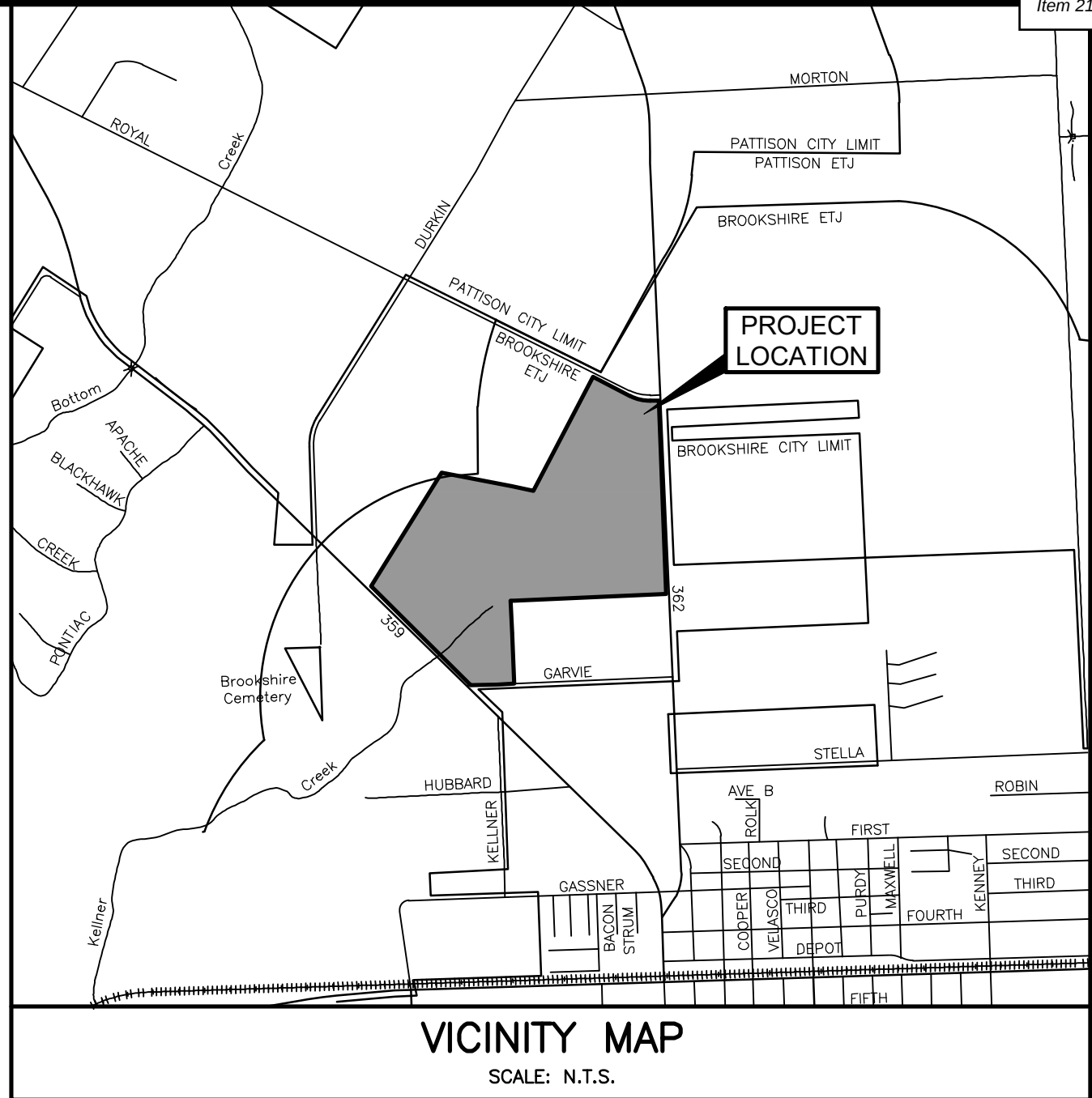
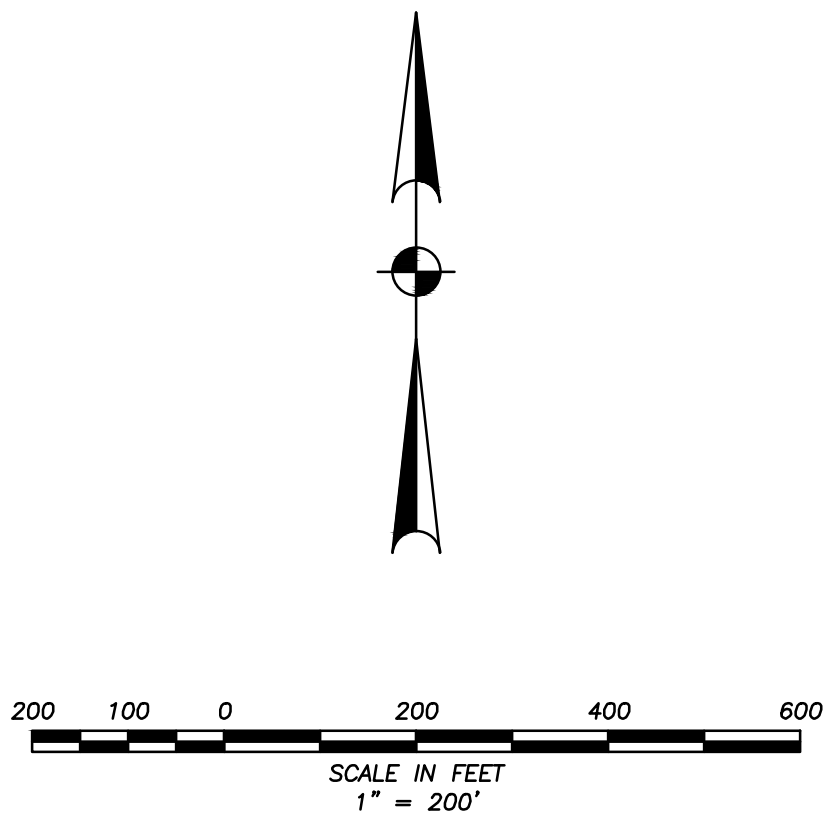


Dan L. Harris, PE

Heard & Katz, LLC

TBPE F26203

L:\MISC\RIVERWOOD_FARMS\4804.000_GENERAL\CAD\PLAT\WALLER COUNTY SUBMITTAL\SECOND SUBMITTAL\RIVERWAY FARMS GENERAL PLAN_022924.DWG Apr. 3, 2024--4:04 PM CHAD MILLER



- NOTES:
- ALL TRADITIONAL CUL-DE-SACS AND KNUCKLES ARE 60' RADII UNLESS OTHERWISE NOTED
 - LOT SPLIT SHOWN IS THE FOLLOWING:
A. 245 --- 40' LOTS
B. 277 --- 45' LOTS
 - ALL LOTS ARE A MINIMUM OF 5,000 SQ. FT.
 - VARIANCES APPROVED BY WALLER COUNTY COMMISSIONERS COURT ON 9/6/22:
4.1. TO ALLOW CENTERLINE RADIUS LESS THAN 650' FOR LOCAL STREETS
4.2. TO ALLOW CENTERLINE RADIUS LESS THAN 1200' FOR COLLECTOR STREETS
4.3. TO ALLOW CUL-DE-SAC RADIUS TO BE 60' IN LIEU OF THE REQUIRED 70'
4.4. TO ALLOW LOT WIDTHS LESS THAN 50'

RIVERWAY FARMS MASTER PLAN

A SUBDIVISION OF 177.958 ACRES OF LAND
LOCATED IN W. W. SNYDER SURVEY, A-338
WALLER COUNTY, TEXAS

537 LOTS

DATE: MARCH, 2024

SCALE: 1" = 200'

OWNER:
TERRA PRIMA LTD.

ENGINEER
r.g. miller

DCCM

R.G. Miller Engineers, Inc. | TxEng F - 487

16340 Park Ten Place, Ste 350
Houston, TX 77064

713.461.9600 | rgmiller.com

SURVEYOR
MILLER SURVEY

DCCM

Miller Survey | Firm Reg. No. 10047100

1760 W. Sam Houston Pkwy N.
Houston, TX 77043

713.413.1900 | millersurvey.com

**SUBDIVISION DEVELOPMENT
AGREEMENT BETWEEN WALLER
COUNTY, TEXAS AND TERRA PRIMA LTD.
FOR RIVERWAY FARMS**

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 Terra Prima Ltd., a Texas limited partnership (“Developer”), a Texas limited liability company, for Riverwood Farms (the “Subdivision”).

WHEREAS, Developer has purchased real property in Waller County, Texas, which is more particularly described in Exhibit A and which will be developed into the Riverway Farms (“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 as set forth herein.

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, their contractors and subcontractors 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, which will not be unreasonably withheld. 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. This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully developed and

improved lot within the Property.

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
836 Austin Street, Suite 203
Hempstead, Texas 77445

Notices mailed to Developer:

Terra Prima Ltd.
1027 Yale St
Houston, TX 77008

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.

13. VESTED RIGHTS. This Agreement shall constitute a "permit" (as defined in Chapter 245 of the Texas Local Government Code) that is deemed filed with the County on the Effective Date.

14. ADDITIONAL LAW ENFORCEMENT. The Developer or the homeowners

association of Riverway Farms will contract with County or another governmental entity for any additional law enforcement presence desired by them.

[Signature Page Follows:]

Terra Prima Ltd

a Texas limited liability company

By: RPDC, Inc. a Texas corporation its
general partner

By: _____
John Santasiero, President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was executed before me on _____ 2023, by John Santasiero, President of RPDC, Inc., a Texas corporation, in its capacity as the general partner of Terra Prima, Ltd., a Texas limited partnership, on behalf of said limited partnership.

[S E A L]

Notary Public, State of Texas

Waller County
a political subdivision of the State of Texas

By: _____
Carbett "Trey" J. Duhon III
County Judge

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me on the ____ day of _____, 2023, by
Carbett "Trey" J. Duhon III, as County Judge of Waller County, a political subdivision of the State
of Texas.

[S E A L]

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 A

Exhibit B
PLAN OF DEVELOPMENT

TABLE OF CONTENTS

- I. Introduction**
- II. General Provisions**
- III. Land Uses**
- IV. Development Regulations**
 - 1. Roadway Design
 - 2. Points of Access
 - 3. Block Length and Intersection Spacing
 - 4. Single-Family Residential
 - 5. Variance Summary
- V. Applicability**
- VI. Exhibits**
 - a. Boundary Exhibit
 - b. General Development Plan

I. INTRODUCTION

Riverway Farms is a primarily residential community consisting of approximately 178 acres located along the east side of FM 359, generally north of Garvie Road, west of FM 362, and south of Royal Road.

The developer desires to construct a suburban master planned community with single-family, townhomes, commercial and retail uses.

The property will be annexed into the Brookshire Municipal Water District and this Plan of Development (PD), its description, rules, and regulations shall apply to the entirety of the property. The area of the PD and the projected lot count are depicted on Exhibit C, General Land 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 in effect as of the date hereof. Riverway Farms PD 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 A: Boundary Exhibit
Exhibit B: General Development Plan

A homeowners' association shall be established and made legally responsible to maintain all common areas, landscape reserves, and community amenities not otherwise dedicated to the public. All land and facilities dedicated to the Brookshire Municipal Water District shall be maintained by said District.

III. LAND USES

The land use of the Riverway Farms development shall be single-family, townhomes, commercial and retail. The maximum number of single-family lots shall not exceed five hundred and fifty (550) lots.

Landscape and open space reserves throughout Riverway Farms may have additional man-made improvements provided by the developer, such as jogging trails that facilitate an active human recreational role. These shall be owned and maintained by the homeowners' association or community association of Riverway Farms development, not Waller County, unless said responsibilities are later exchanged by separate agreement.

Drainage and detention facilities, utility facilities, and other uses incidental to the creation and operation of the community are also included in Riverway Farms PD. These shall be governed by the appropriate rules of Waller County, in effect as of the date hereof, and the State of Texas, as applicable.

IV. DEVELOPMENT REGULATIONS

Riverway Farms Plan of Development 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 Riverway Farms PD shall be developed in accordance with the following regulations. All paving width shall be measured back of curb to back of curb.

a. Collector Streets

1. 60' minimum ROW width, with 10' minimum Landscape Easements on both sides
2. 450' minimum centerline radius
3. Paving shall be concrete with curb and gutter.
4. Minimum paving width shall be 32'.

b. Local Streets

1. 50' minimum ROW width
2. 300' minimum centerline radius

- a. Center point of bulb on cul-de-sac or knuckle may be offset from right-of-way centerline.
- 3. Paving shall be concrete with curb and gutter.
- 4. Minimum paving width shall be 28'.
- 5. Cul-de-sac bulbs shall have a 50' ROW radius and 42' paving radius.
- c. Construction Specifications
 - 1. Maintenance Period for public streets shall be one year before County acceptance.
 - 2. Minimum Standards below shall be provided with the recommended subgrade composition per the analysis.

Paving Standards	Local Streets	Collector Streets
Minimum Standard	6" thick concrete	7" thick concrete

2. Points of Access

Riverway Farms development shall ultimately provide two street connections; one to FM 359 and one to FM 362 and internal street pattern shall connect these two access points within the development. Phasing of access and development is permitted.

3. Single-Family Residential

Single-family home sites within the PD shall be developed in accordance with the following regulations:

- 1. Lots
 - a. The maximum number of lots shall not exceed 550 lots.
 - b. Lots shall be a minimum of 40' wide. 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.
 - c. Lots shall have a minimum size of 5,000 SF.
- 2. Setbacks
 - a. Minimum front yard building setback shall be 25' for all residential lots, and 20' on cul-de-sacs and knuckle bulbs.
 - b. Minimum side yard building setbacks:
 - 5-foot (5') setback for all non-corner lots, for the interior side of lots siding to reserves, and for the non-street/ interior side of corner lots
 - Corner lots abutting a street shall have a 15' side setback on local streets and a 25' setback on collector streets.
 - Where a corner lot is separated from the side street by a landscape reserve, the 5-foot interior side setback shall apply to the lot from its side lot line, and the side street shall have a 5-foot side building setbackline across the landscape reserve.

3. Sidewalks

- a. Minimum 4' (four-foot) 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

4. Variance Summary

Below is a summary of the variances from the Waller County subdivision regulations that have been granted to date in accordance with this Plan of Development.

1. Summarize Variances from above – Exhibit D

This section does not preclude the possibility of other variances that may be requested at a later date for design changes not envisioned herein.

V. 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.

VI. ATTACHMENTS

The exhibits below are incorporated herein for all purposes and represent the approved project (subject to revisions as permitted within this document).

Attachment A – Boundary Exhibit

Attachment B – General Development Plan

Exhibit C

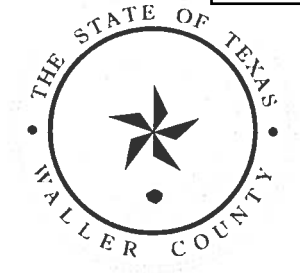
Exhibit D

Approved Variances

1. The minimum centerline radius shall be 300 feet for local/minor streets be used. (Waller County 4.3.5)
2. A minimum centerline radius of 600 feet shall be used for the entry road off FM 362.
3. Cul-de-sacs shall have a minimum right-of-way of 60 feet (radius) with a paving section of 60-foot radius paved travel-way, or a 60-[50 in Development Agreement, Section IV.1.6.5] foot radius to back of curb.
4. Lots shall have a minimum of 40 feet in width at the building [per Development Agreement Section 3.1.6] line (40 feet in width at building line for lots on cul-de-sacs) and shall front a local street. All lots will be a minimum of 5,000 square foot.

WALLER COUNTY

Ross McCall, P.E.
County Engineer



MEMORANDUM

To: Honorable Commissioners' Court

Item: Infrastructure Development Plan of Thompson Road
RV Park

Date: May 1, 2024

Background

IDP name: Thompson Road RV Park

Applicant: Diamond Home Builders

Owner/Developer: Diamond Home Builders [[Attn: Mario Zermenon]]

Location: 25466 Thompson Road (North of Brooks Road.)

Description: RV Park marketed towards the growing camping community seeking peace in the remote areas outside the urban cities.

The Development will consist of 41 Recreational Vehicle spaces, an office building and green spaces. Site improvements will include concrete paved driveways, landscaping, lighting, trash enclosure and a detention pond.

The facility will be professionally operated by the owner and regulated with strict standards for the residents with the goal of positively impacting the surrounding area.

Staff Recommendation

Preliminary IDP



SCOPE OF WORK:
COUNTRY LIVING ADVENTURES
[DIAMOND HOME BUILDERS]
INFRASTRUCTURE DEVELOPMENT PLAN:

FOR APPROVAL	02.21.24
FOR APPROVAL	03.25.24
FOR APPROVAL	04.15.24
FOR APPROVAL	04.15.24

NOT FOR CONSTRUCTION OR PERMIT FOR REFERENCE ONLY
(This document is for informational only and shall not be used for regulatory approval. Permit for construction.)

THOMPSON RD. RV PARK

25468 Thompson Rd
WALLER TX 77484

2023.49

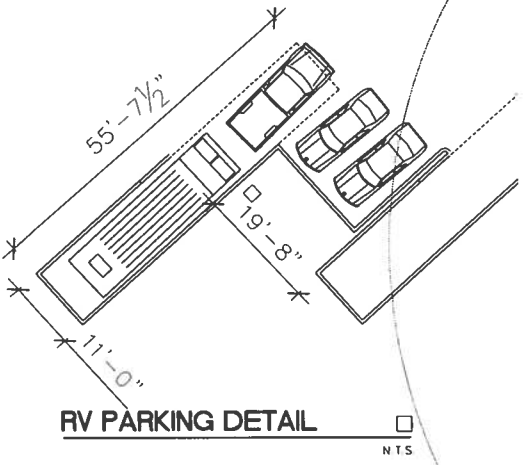
SITE PLAN IDP
PRELIMINARY

A2-1

© 2023 HA DESIGN SERVICES
All rights reserved. No part of this document may be reproduced or used in any form without prior authorization from HA DESIGN SERVICES.
The Texas Board of Architectural Examiners has provided approval regarding the professional services of persons registered as architects in Texas.
333 Commerce Street, Suite 2000, Austin, Texas 78701

GENERAL NOTES FOR WALLER COUNTY ROAD / BRIDGE & ENGINEERING [DECEMBER 6, 2023 GUIDELINES]

- ALL PAVEMENT DIMENSIONS ARE TO FACE OF CURB UNLESS INDICATED OTHERWISE. ALL BUILDING DIMENSIONS ARE TO FACE OF WALL UNLESS INDICATED OTHERWISE.
- CONTRACTOR / OWNER WILL PROVIDE PAVEMENT JOINT LAYOUT AS A SUBMITTAL ACCORDING TO THE Waller County Subdivision and Development Regulations - Amended as Noted December 6, 2023. (EX. 5" AND 6" PAVING JOINT SPACING WILL NOT BE MORE THAN 15' C-C.)
- EXPANSION JOINTS, CONTROL JOINTS AND CONSTRUCTION JOINTS ADJACENT TO A CURB SHOULD EXTEND INTO THE CURB.
- JOINTS SHOULD TIE RADIALLY TO ALL CURVES AS INDICATED ON THE PAVING DETAILS SHEET.
- A. CONTRACTOR SHALL PROVIDE A JOINT LAYOUT PLAN FOR SUBMITTAL FOR ENGINEER AND ARCHITECT REVIEW & APPROVAL, BEFORE PAVING FORMS ARE SET.
B. ALL JOINTS WILL BE SPACED NO MORE THAN 12.5' FOR 5" PAVING, 15' FOR 6" PAVING AND 17.5' FOR 7" PAVING, UNLESS APPROVED BY ENGINEER.
C. ANY JOINT LENGTH WILL NOT BE LESS THAN 12'.
D. JOINTS TERMINATING AT CURVES WILL BE ORIENTED PERPENDICULAR TO THE TANGENT OF THE CURVE.
E. RUNNING JOINT LINES ARE NOT TO BE LOCATED COINCIDENT ALONG DRAINAGE FLOW LINES.



DETENTION CALCULATIONS

Tract Size (acres)	5.00	217.776	Cubic Feet (ft³)
Area of Impervious Surface (Disturbed area resulting in Impervious Cover (All) (Acres)	3.17	138.259	Cubic Feet (ft³)

Percent development area
Detention Rate (Ac-Foots)
Required Detention Volume = Detention Rate x development area

Total required Volume
Required Detention Volume =

Total Required Volume (Detention) =

Provided Detention Volume (1500 sqft x 5 deep vertical wall) =

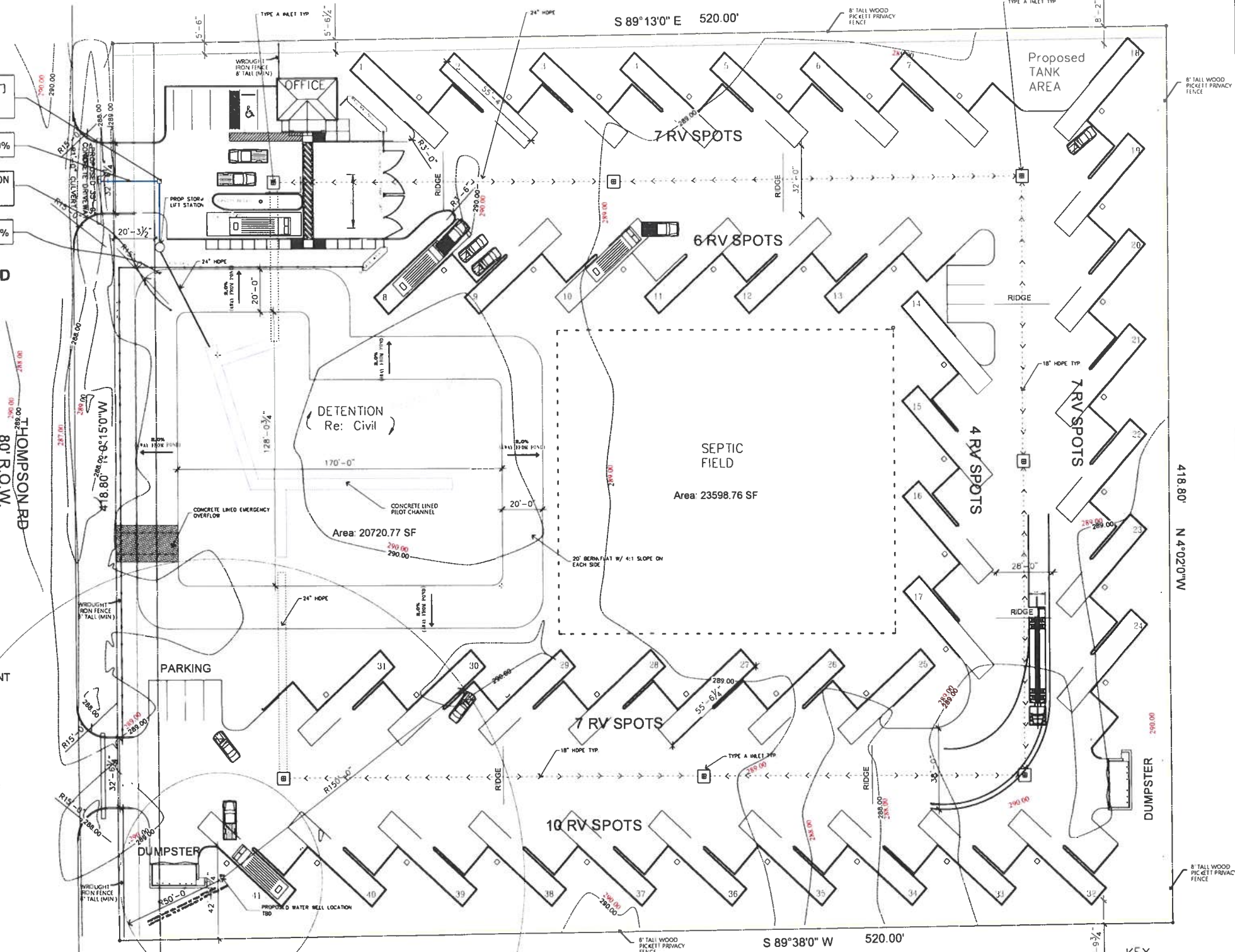
Cubic Feet (ft³)	Cubic Yards (yd³)	Acres-ft
89,868	3,328	2.06

83%
0.65
2.06

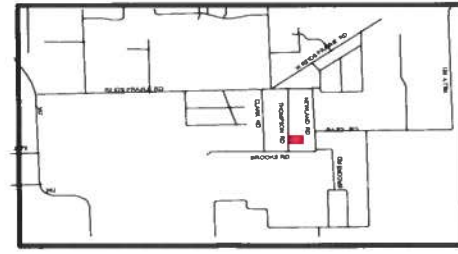
Cubic Feet (ft³)	Cubic Yards (yd³)	Acres-ft
89,868	3,328	2.06

Cubic Feet (ft³)	Cubic Yards (yd³)	Acres-ft
91,503	3,389	2.10

2 DETENTION CALCS.



VICINITY MAP: PRELIMINARY

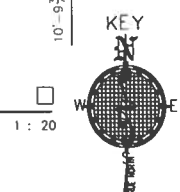


1 SITE PLAN

RV LOT CHART

RV PARKING LOTS TYP.

SECTION 1	7
SECTION 2	6
SECTION 2	4
SECTION 2	7
SECTION 2	7
SECTION 2	7
SECTION 2	10
TOTAL	41



MAINTENANCE AGREEMENT

**PRECISION**

printing & office supply

Item 27.

Customer Legal Name (Bill To) Waller County Texas

Name Overflow (if needed) Tax Assessor Collector, Hempstead

Street Address 730 9th Street

Box #/Routing _____

City, State Hempstead, TX

Zip Code 77445

Tax ID# _____

Check all that apply

- ☒ Tax Exempt(Sales Tax Exemption Certificate attached)
- ☐ Assoc./Coop. Name: _____
- ☐ Negotiated Contract #: _____
- ☐ Attached Customer P.O. # _____
- ☐ State or Local Government Customer

Customer Name (Install) Waller County

Name Overflow (if needed) Hempstead Tax Assessor Collector

Installed at Street Address 730 9th Street

Floor/Room/Routing _____

City, State Hempstead, TX

Zip Code 77445

County Installed In Waller

Customer Requested Install Date _____

Agreement covering Toshiba Equipment Serial # : _____

is hereby ☒ modified ☐ replacedEffective Date: 4/1/2024

Comments:

24 month extension of contract dated Jan. 23, 2019

Equipment (with serial number)	Equipment Purchased From (Toshiba, broker name, last title holder)	Inspection Required
Toshina E-Studio 3515AC	Precision Printing & Office Supply	☐ Y ☒ N
s/n: CNJH47680		☐ Y ☐ N
		☐ Y ☐ N

Purchased Supplies

Reorder #	Qty	Description	Price
		Total Price	

Maintenance Agreement Price Information

Monthly Base Charge	\$80.00
Print Charge Meter 1:	
Prints 1- Black	\$0.0159
Prints	
Prints	
Print Charge Meter 2:	
Prints 1- Color	\$0.0700
Prints	
Prints	

Maintenance InformationMaintenance Term: 24 months☒ All Parts, Labor and Supplies Included in Base/Print Charges

Customer:

Initial Meter Read: _____

Name: _____ Phone: _____

Title: _____ Date: _____

Signature: _____ Email: _____



04/16/2024

County Judge Trey Duhon
Commissioner John Amsler
Commissioner Walter Smith
Commissioner Kendric Jones
Commissioner Justin Beckendorff

County Judge and Commissioners:

Igloo Corporation reached out to the Waller County Fire Marshal's Office wanting to donate a variety of coolers that were set for destruction or simply thrown away. Igloo requested we distribute them throughout Waller County at Community Events and/or distribution at our discretion.

For reference, these coolers were manufactured under contracts that no longer exist or contracts with 3rd Party vendors that have expired. Therefore, Igloo is prohibited from selling these coolers and the coolers would be ordered from destruction, unless there were gifted. The coolers are considered no value since they cannot be sold for compensation.

Attached to this writing is a "Bill of Lading" from Igloo.

Igloo Corporation has been a continued community partner to Waller County. We appreciate the kindness and support they offer to our community.

Respectfully,

Brian Cantrell
Fire Marshal
Waller County

[illegible]

Copy for Company Receiving

4/5/24

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the Commissioners' Court of Waller County, do proclaim April as Fair Housing Month in Waller County and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

Passed and adopted by the Commissioners' Court of Waller County, State of Texas, on the _____ day of _____, 2024

APPROVED:

Waller County Judge

ATTEST:

Waller County Grant Manager

RESOLUTION AUTHORIZING SIGNATORIES

A RESOLUTION BY THE COMMISSIONERS' COURT OF WALLER COUNTY DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION PROGRAM (CDBG- MIT) GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBERS 24-065-015-E172 AND 24-065-016- E173

WHEREAS, Waller County has received a Community Development Block Grant – Mitigation Program award to provide Flood and Drainage Improvements; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office and;

WHEREAS, an original signed copy of the CDBG-MIT Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution, and;

WHEREAS, Waller County acknowledges that in the event that an authorized signatory changes (elections, illness, resignations, etc.) the following will be required:

- a resolution stating the new authorized signatory (A new resolution is not required if this original resolution names only the title and not the name of the signatory); and
- a revised CDBG-MIT *Depository/ Authorized Signatories Designation Form*.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF WALLER COUNTY, TEXAS, AS FOLLOWS:

SECTION 1: The County Judge and Grant Manager be authorized to execute contractual documents between the Texas General Land Office and the County for the MITIGATION PROGRAM

SECTION 2: The County Judge, County Treasurer, and County Auditor be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Community Development Block Grant Mitigation Program.

SECTION 3: The County Engineer be authorized to execute environmental review and related documents as the responsible entity (RE) for the Community Development Block Grant Mitigation Program.

PASSED AND APPROVED BY THE Commissioners' Court OF Waller County, TEXAS, on _____, 2024

APPROVED:

Waller County Judge

ATTEST:

Waller County Grant Manager

RESOLUTION AUTHORIZING SIGNATORIES**A RESOLUTION BY THE COMMISSIONERS' COURT OF WALLER COUNTY DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION PROGRAM (CDBG- MIT) GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBERS 22-130-043-E436**

WHEREAS, Waller County has received a Community Development Block Grant – Mitigation Program award to update its Local Hazard Mitigation Plan; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office and;

WHEREAS, an original signed copy of the CDBG-MIT Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution, and;

WHEREAS, Waller County acknowledges that in the event that an authorized signatory changes (elections, illness, resignations, etc.) the following will be required:

- a resolution stating the new authorized signatory (A new resolution is not required if this original resolution names only the title and not the name of the signatory); and
- a revised CDBG-MIT *Depository/ Authorized Signatories Designation Form*.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF WALLER COUNTY, TEXAS, AS FOLLOWS:

SECTION 1: The County Judge and Grant Manager be authorized to execute contractual documents between the Texas General Land Office and the County for the MITIGATION PROGRAM

SECTION 2: The County Judge, County Treasurer, and County Auditor be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Community Development Block Grant Mitigation Program.

SECTION 3: The County Engineer be authorized to execute environmental review and related documents as the responsible entity (RE) for the Community Development Block Grant Mitigation Program.

PASSED AND APPROVED BY THE Commissioners' Court OF Waller County, TEXAS, on _____, 2024

APPROVED:

Waller County Judge

ATTEST:

Waller County Grant Manager

**Resolution Regarding Civil Rights
Waller County, Texas**

Item 37.

Whereas, Waller County, Texas, (hereinafter referred to as "Waller County") has been awarded a Community Development Block Grant – Mitigation (CDBG-MIT) grant from the Texas General Land Office (hereinafter referred to as "GLO");

Whereas, Waller County, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG-MIT activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, Waller County, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, Waller County, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135 is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG-MIT project area;

Whereas, Waller County, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, Waller County, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with Limited English Proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each CDBG-MIT project;

Whereas, Waller County, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, Waller County, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period, to affirmatively further fair housing;

Whereas, Waller County, has designated an overseer and will 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.

NOW, THEREFORE, BE IT RESOLVED BY THE Commissioners' Court OF Waller County, TEXAS, THAT Waller County ADOPTS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures;
2. Section 3 Policy;
3. Excessive Force Policy;
4. Limited English Proficiency (LEP) Standards Plan;
5. Section 504 Policy and Grievance Procedures;
6. Code of Conduct Policy; and
7. Fair Housing Policy.

Passed and approved this _____ day of _____, 2024

Signature of Elected Official
Waller County Judge

Carbett "Trey" Duhon, III
Printed Name of Elected Official

**WALLER COUNTY
CITIZEN PARTICIPATION PLAN
TEXAS GENERAL LAND OFFICE (GLO)
COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION (CDBG-MIT) PROGRAM**

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas General Land Office's Community Development Block Grant – MITIGATION PROGRAM (CDBG-MIT) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at Waller County offices, 425 FM 1488, Suite 106, Hempstead, Texas 77445, (Street Address), (979) 826-7700 (Phone) during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG-MIT project.

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG-MIT project(s), whether it is a proposed, ongoing, or completed CDBG-MIT project(s), may during regular business hours submit such complaint or grievance, in writing to the County Judge of Waller County at 425 FM 1488, Suite 106, Hempstead, Texas 77445 or may call (979) 826-7700.
2. A copy of the complaint or grievance shall be transmitted by the County Judge to the entity that is the subject of the complaint or grievance and to the County Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The County Judge shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per Item 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG-MIT for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the County shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG-MIT funds. The County, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC OUTREACH EFFORTS

In instances of a change in scope or impact to beneficiaries that result in a 15% increase or decrease in quantities, a 25% variance in number of beneficiaries, addition or subtraction of a targeted beneficiary area, or addition or subtraction of a HUD activity, the County shall provide for reasonable public notice, appraisal, examination and comment on the activities proposed for the use of CDBG-MIT funds. These efforts shall include:

1. Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which CDBG-MIT funds are proposed to be used;
2. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to an entity's proposed and actual use of CDBG-MIT funds;
3. Furnish citizens information, including but not limited to:
 - a) the amount of CDBG-MIT funds expected to be made available
 - b) the range of activities that may be undertaken with the CDBG-MIT funds
 - c) the estimated amount of the CDBG-MIT funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons
 - d) if applicable, the proposed CDBG-MIT activities likely to result in displacement and the entity's anti-displacement and relocation plan;
4. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the entity's application to the state. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the state; and
5. These outreach efforts may be accomplished through one or more of the following methods:
 - a) Publication of notice in a local newspaper—a published newspaper article may be used so long as it provides sufficient information regarding program activities and relevant dates;
 - b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups;
 - c) Posting of notice on the local entity website (if available);
 - d) Public Hearing; or
 - e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods:
 - i. Certified mail
 - ii. Electronic mail or fax
 - iii. First-class (regular) mail
 - iv. Personal delivery (e.g., at a Council of Governments [COG] meeting).

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by a CDBG-MIT applicant or recipient, the following public hearing provisions shall be observed:

1. 1. Furnish citizens information, including but not limited to:
 - (a)** The amount of CDBG-MIT funds available per application for MITIGATION PROGRAM
 - (b)** The range of activities that may be undertaken with the CDBG-MIT MITIGATION PROGRAM funds;
 - (c)** The estimated amount of the CDBG-MIT MITIGATION PROGRAM funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and
 - (d)** The proposed CDBG-MIT activities likely to result in displacement and the unit of general local government's antidisplacement and relocation plans required under 24 CFR 570.488.
2. Public notice of any hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice MUST include the DATE, TIME, LOCATION and TOPICS to be considered at the public hearing. A published newspaper article may also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.

3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and an applicant must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to each hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter will be present to accommodate the needs of the non-English speaking residents.
5. County may conduct a public hearing via webinar if they also follow the provisions above. If the webinar is used to conduct a public hearing, a physical location with associated reasonable accommodations must be made available for citizens to participate so as to ensure that those individuals without necessary technology are able to participate.
6. If applicable, the locality must retain documentation of the hearing notice(s), attendance lists, minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records must be made available to the public in accordance with Chapter 552, Government Code.

Signature

Carbett "Trey" Duhon III
Waller County Judge

Date

WALLER COUNTY**PLAN DE PARTICIPACIÓN CIUDADANA****OFICINA GENERAL DE TIERRAS DE TEXAS (GLO) SUBVENCIÓN EN BLOQUE PARA EL DESARROLLO COMUNITARIO – MITIGACIÓN (CDBG-MIT)****PROCEDIMIENTOS DE QUEJA**

Estos procedimientos de quejas cumplen con los requisitos de la Oficina General de Tierras de Texas para la Mitigación en las Asignaciones de Bloques de Desarrollo Comunitario (CDBG-MIT) y los requisitos del gobierno local de Texas que se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en Waller County, 425 FM 1488, Suite 106, Hempstead, Texas 77445 (Dirección postal), (979) 826-7700, (teléfono) durante el horario de oficina.

A continuación se presentan los procedimientos formales de quejas y reclamos relacionados con los servicios prestados en el marco del proyecto CDBG-MIT.

1. Una persona que tiene una queja o reclamo sobre cualquier servicios o actividad en relación con el proyecto CDBG-MIT, ya sea un proyecto propuesto, en curso o completado de CDBG-MIT, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito al County Judge, a Waller County, 425 FM 1488, Suite 106, Hempstead, Texas 77445, (979) 826-7700.
2. Una copia de la queja o reclamo se transmitirá por el Juez de Condado a la entidad que es encargada de la queja o reclamo y al Abogado del El Condado dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que el reclamo fue recibida.
3. El Juez de Condado completará una investigación de la queja o reclamo, si es posible, y dará una respuesta oportuna por escrito a la persona que hizo la queja o reclamo dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de diez (10) días hábiles, la persona que hizo la queja o reclamo será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o reclamo y detallará cuando se deberá completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la CDBG-MIT para su posterior revisión y comentarios.
6. Se proporcionara copias de los procedimientos de queja y las respuestas a las quejas, tanto en inglés y español, u otro lenguaje apropiado.

ASISTENCIA TÉCNICA

Cuando se solicite, El Condado proporcionará asistencia técnica a los grupos que son representantes de las personas de ingresos bajos y moderados en el desarrollo de propuestas para el uso de los fondos CDBG-MIT. El Condado, basándose en las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

ESFUERZOS PUBLICOS

En casos de un cambio en el alcance o impacto para los beneficiarios que resulte en un aumento o disminución del 15% en las cantidades, una variación del 25% en el número de beneficiarios, aumento o disminución de un área beneficiaria específica, o suma o resta de una actividad de HUD, el Condado proporcionará un aviso público razonable para la evaluación, examinación y comentarios sobre las actividades propuestas para el uso de fondos de CDBG-MIT. Estos esfuerzos incluirán:

1. Proveer y fomentar la participación ciudadana, en particularmente por personas de ingresos bajos y moderados que residen en áreas marginales o deterioradas y áreas en las cuales se proponen utilizar fondos de CDBG-MIT;
2. Asegurar que los ciudadanos tendrán acceso razonable y oportuno a las reuniones locales, información y registros relacionados con el uso propuesto y real de fondos de CDBG-MIT por parte de la entidad;
3. Proporcionar información a los ciudadanos, incluyendo pero no limitado a:
 - a) la cantidad de fondos CDBG-MIT que se espera estén disponibles
 - b) la gama de actividades que se pueden emprender con los fondos CDBG-MIT
 - c) La cantidad estimada de los fondos CDBG-MIT que se propone utilizar para actividades que cumplan el objetivo nacional de beneficio para personas de ingresos bajos y moderados
 - d) si corresponde, las actividades propuestas de CDBG-MIT que puedan resultar en desplazamiento y el plan de anti-desplazamiento y reubicación de la entidad;
4. Proporcionar a los ciudadanos un aviso anticipado razonable y la oportunidad de comentar sobre las actividades propuestas en una solicitud al estado y, para las subvenciones ya realizadas, las actividades que se proponen agregar, eliminar o cambiar sustancialmente de la aplicación de la entidad al estado. Cambios sustanciales significa cambios hechos en términos de propósito, alcance, ubicación o beneficiarios según lo definido por los criterios establecidos por el estado; y
5. Estos esfuerzos de divulgación pueden lograrse a través de uno o más de los siguientes métodos:
 - a) Publicación de un aviso en un periódico local: se puede utilizar un artículo de periódico publicado siempre que proporcione información suficiente sobre las actividades del programa y las fechas pertinentes;
 - b) Avisos destacados en edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados;
 - c) Publicación de aviso en el sitio web de la entidad local (si está disponible);
 - d) Audiencia pública; o
 - e) Notificación individual a ciudades elegibles y otras entidades según sea aplicable usando uno o más de los siguientes métodos:
 - i. Correo certificado
 - ii. Correo electrónico o fax
 - iii. Correo de primera clase (regular)
 - iv. Entrega personal (por ejemplo, en una reunión del Consejo de Gobiernos [COG]).

DISPOSICIONES PARA LA AUDIENCIA PÚBLICA

Para cada audiencia pública programada y conducida por un solicitante o receptor de CDBG-MIT, se observarán las siguientes disposiciones de audiencia pública:

1. Proporcionar a los ciudadanos información, que incluye pero no se limita a:
 - a. La cantidad de fondos de CDBG-MIT disponibles por solicitud para Huracán Harvey;
 - b. El rango de actividades que se pueden realizar con los fondos de la CDBG de Huracán Harvey;
 - c. El monto estimado de los fondos de CDBG-MIT Huracán Harvey propuestos para ser utilizados en actividades que cumplirán el objetivo nacional de beneficiar a las personas de ingresos bajos y moderados; y
 - d. Las actividades propuestas de CDBG-MIT que probablemente resulten en desplazamiento y la unidad de los planes generales de anti desubicación y reubicación del gobierno local requeridos bajo 24 CFR 570.488
2. El aviso público de cualquier audiencia debe ser publicado por lo menos setenta y dos (72) horas antes de la audiencia programada. El aviso público debe ser publicado en un periódico local. Cada

aviso público DEBE incluir la FECHA, TIEMPO, LOCALIZACIÓN y TEMAS a ser considerado audiencia pública. Un artículo de periódico publicado también puede usarse para cumplir este requisito, siempre y cuando cumpla con todos los requisitos de contenido y tiempo. Los avisos también deben ser destacados en los edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados.

3. Cada audiencia pública se celebrará en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidades. Las personas con discapacidades deben ser capaces de asistir a las audiencias y el solicitante debe hacer arreglos para las personas que requieren ayudas o servicios auxiliares si se ponen en contacto por lo menos dos días antes de cada audiencia.
4. Cuando un número significativo de residentes que no hablan inglés puede ser razonablemente esperado para participar en una audiencia pública, un intérprete estará presente para acomodar las necesidades de los residentes que no hablan inglés.
5. El Condado puede conducir una audiencia pública a través de un seminario si también siguen las disposiciones anteriores. Si el seminario web se utiliza para llevar a cabo una audiencia pública, debe ponerse a disposición de los ciudadanos un lugar físico con adaptaciones razonables asociadas para garantizar que los individuos sin la tecnología necesaria puedan participar.
6. Si es aplicable, la localidad debe conservar la documentación de los avisos de audiencia, las listas de asistencia, las actas de las audiencias y cualquier otro registro referente al uso real de los fondos por un período de tres años después del cierre del proyecto. Dichos registros deben ponerse a disposición del público de conformidad con el Capítulo 552, Código del Gobierno.

Signature

Carbett "Trey" Duhon III
Waller Juez de Condado

Fecha

SECTION 3 POLICY

Item 37.

In accordance with 12 U.S.C. 1701u, (Section 3), Waller County agrees to implement the following steps, which, to the *greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Section 3 Coordinator.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG-MIT grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG-MIT funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or GLO to the Grant Recipient.
- G. Submit reports as required by HUD or GLO regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of Waller County, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Carbett "Trey" Duhon III, Waller County Judge
Name, Title

Date

Excessive Force Policy

Item 37.

In accordance with 24 CFR 91.325(b)(6), Waller County hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of Waller County to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations.
2. It is also the policy of Waller County to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. Waller County will introduce and pass a resolution adopting this policy.

As officers and representatives of Waller County, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Carbett "Trey" Duhon III, Waller County Judge
Name, Title

Date

Limited English Proficiency Plan - 24-065-015-E172 & 24-065-016-E173

Texas General Land Office

Community Development Block Grant-Disaster Recovery

Grant Subrecipient:	Waller County
Community Population:	53,917
LEP Population:	4,762 8.83%
Languages spoken: 1) by more than 5% of the eligible population or beneficiaries and has more than 50 in number; or 2) By more than 1,000 individuals in the eligible population in the market area or among current beneficiaries	Spanish

Program activities to be accessible to LEP persons:	
☒	Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project
☒	Publications regarding CDBG-MIT application, grievance procedures, <i>complaint procedures</i> , <i>complaint procedures</i> , <i>answers to complaints</i> , <i>notices</i> , <i>notices of rights and disciplinary action</i> , and other vital hearings, documents, and program requirements
☒	Other program documents: Documents available in Spanish for directly assisted beneficiaries, if applicable.

Resources available to Grant Recipient:	
☒	Translation services: available upon request
☒	Interpreter services: available upon request with prior notice
	Other resources: _____

Language Assistance to be provided:	
☒	Translation (oral and/or written) of advertised notices and vital documents for: <u>Public hearing, Complaint and Grievance, Equal Opportunity, Policy of Non-discrimination Based on Disability Status and Fair Housing notices are available in Spanish. Other CDBG required program notices are available in Spanish upon request.</u>
☒	Referrals to community liaisons proficient in the language of LEP persons <u>Spanish-speaking liaisons are available upon request.</u>
☒	Public meetings conducted in multiple languages: <u>Available upon request with two days advance notice.</u>
☒	Notices to recipients of the availability of LEP services: <u>Included in translated notices.</u>
	Other services: _____

Signature - Chief Elected Official or Civil Rights Officer

Date

See also: http://www.lep.gov/resources/2011_Language_Access_Assessment_and_Planning_Tool.pdf

Limited English Proficiency Plan – 22-130-043-E436

Texas General Land Office

Community Development Block Grant-Disaster Recovery

Grant Subrecipient:	Waller County
Community Population:	53,917
LEP Population:	4,762 8.83%
Languages spoken: 3) by more than 5% of the eligible population or beneficiaries and has more than 50 in number; or 4) By more than 1,000 individuals in the eligible population in the market area or among current beneficiaries	Spanish

Program activities to be accessible to LEP persons:

☒	Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project
☒	Publications regarding CDBG-MIT application, grievance procedures, <i>complaint procedures</i> , <i>complaint procedures</i> , <i>answers to complaints</i> , <i>notices</i> , <i>notices of rights and disciplinary action</i> , and other vital hearings, documents, and program requirements
☒	Other program documents: Documents available in Spanish for directly assisted beneficiaries, if applicable.

Resources available to Grant Recipient:

☒	Translation services: available upon request
☒	Interpreter services: available upon request with prior notice
	Other resources: _____

Language Assistance to be provided:

☒	Translation (oral and/or written) of advertised notices and vital documents for: <u>Public hearing, Complaint and Grievance, Equal Opportunity, Policy of Non-discrimination Based on Disability Status and Fair Housing notices are available in Spanish. Other CDBG required program notices are available in Spanish upon request.</u>
☒	Referrals to community liaisons proficient in the language of LEP persons <u>Spanish-speaking liaisons are available upon request.</u>
☒	Public meetings conducted in multiple languages: <u>Available upon request with two days advance notice.</u>
☒	Notices to recipients of the availability of LEP services: <u>Included in translated notices.</u>
	Other services: _____

Signature - Chief Elected Official or Civil Rights Officer

Date

See also: http://www.lep.gov/resources/2011_Language_Access_Assessment_and_Planning_Tool.pdf

Section 504 Policy against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), Waller County hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. Waller County does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. Waller County's recruitment materials or publications shall include a statement of this policy in 1. above.
4. Waller County shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG-MIT program, Waller County shall ensure that they are provided with the information necessary to understand and participate in the CDBG-MIT program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for Waller County to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to the County Judge, 425 FM 1488, Suite 106, Hempstead, TX, 77445 or call (979) 826-7700, who has been designated to coordinate Section 504 compliance efforts.
 - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
 - d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
 - e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the Mayor. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
 - f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by County Judge, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
 - g. The Section 504 coordinator shall maintain the files and records of the Waller County relating to the complaint files.
 - h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be

made to Waller County within ten working days after the receipt of the determination/resolution.

Item 37.

- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that Waller County complies with Section 504 and HUD regulations.

Signature

Carbett "Trey" Duhon III, Waller County Judge
Name, Title

Date

Code of Conduct Policy of Waller County

Item 37.

As a Grant Recipient of a CDBG-MIT contract Waller County shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the CDBG-MIT contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of Waller County shall participate in the selection, award, or administration of a contract supported by CDBG-MIT funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of Waller County shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving CDBG-MIT funds, that has any CDBG-MIT function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the CDBG-MIT activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-MIT contract or award, or that is required to complete some or all work under the CDBG-MIT contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a CDBG-MIT contract or award, or that is required to complete some or all work under the CDBG-MIT contract in order to meet a National Program Objective, that might potentially receive benefits from CDBG-MIT awards may not participate in the selection, award, or administration of a contract supported by CDBG-MIT funding.

Any alleged violations of these standards of conduct shall be referred to Waller County Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Signature

Carbett "Trey" Duhon III, Waller County Judge
Name, Title

Date

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Community Development Block Grant (CDBG-MIT) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) &(h), and 2 CFR 200.318

Fair Housing Policy

Item 37.

In accordance with Fair Housing Act, Waller County hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. Waller County agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. Waller County agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. Waller County will introduce and pass a resolution adopting this policy.

As officers and representatives of Waller County, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Signature

Carbett "Trey" Duhon III, Waller County Judge
Name, Title

Date



JOHN DEERE

close Day

Item 39.

UNITED
Ag & Turf

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

United Ag & Turf
9819 Highway 6
Navasota, TX 77868
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf
9819 Highway 6
Navasota, TX 77868
936-825-6575
NavasotaJD@unitedagt.com

Quote Summary

Prepared For:

Dalton Mitchell
WALLER COUNTY ROAD & BRIDGE
Dalton Mitchell
775 HIGHWAY 290 E
HEMPSTEAD, TX 77445

Delivering Dealer:

United Ag & Turf
Basgal Alex
9819 Highway 6
Navasota, TX 77868
Phone: 936-825-6575
alexbasgal@unitedagt.com

Sourcewell#187445

Quote ID: 30674476

Created On: 04 April 2024

Last Modified On: 11 April 2024

Expiration Date: 02 May 2024

Make payments to:

United Ag & Turf
7726 Central Park Drive
Waco, TX 76712

Equipment Summary

Selling Price

Qty

Extended

2024 JOHN DEERE Z930M ZTrak -
1TC930MCKRR130583

\$ 11,553.08 X 1 = \$ 11,553.08

Contract: Sourcewell Grounds Maint 031121-DAC (PG BT CG 76)

Price Effective Date:

2024 JOHN DEERE Z930M ZTrak -
1TC930MCHRR130818

\$ 11,553.08 X 1 = \$ 11,553.08

Contract: Sourcewell Grounds Maint 031121-DAC (PG BT CG 76)

Price Effective Date:

Equipment Total

\$ 23,106.16

Trade In Summary

Qty

Each

Extended

BOBCAT PROCAT6000-61 - 99960040712

1 \$ 3,500.00 \$ 3,500.00

PayOff

\$ 0.00

Total Trade Allowance

\$ 3,500.00

2019 BOBCAT PROCAT6000-61 - 99960040757

1 \$ 3,500.00 \$ 3,500.00

PayOff

\$ 0.00

Total Trade Allowance

\$ 3,500.00

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Item 39.

UNITED
Ag & Turf

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

United Ag & Turf
9819 Highway 6
Navasota, TX 77868
US

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

United Ag & Turf
9819 Highway 6
Navasota, TX 77868
936-825-6575
NavasotaJD@unitedagt.com

Trade In Total

\$ 7,000.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 23,106.16

Trade In \$ (7,000.00)

SubTotal **\$ 16,106.16**

Est. Service \$ 0.00

Agreement Tax

Total \$ 16,106.16

Down Payment (0.00)

Rental Applied (0.00)

Balance Due \$ 16,106.16

Trade in - ←

125-442-581700

Salesperson : X _____

Accepted By : X _____

Confidential

**JOHN DEERE**

Item 39.



Selling Equipment

Quote Id: 30674476

Customer Name: WALLER COUNTY ROAD & BRIDGE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):United Ag & Turf
9819 Highway 6
Navasota, TX 77868
US**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**United Ag & Turf
9819 Highway 6
Navasota, TX 77868
936-825-6575
NavasotaJD@unitedagt.com**2024 JOHN DEERE Z930M ZTrak - 1TC930MCKRR130583**

Hours: 0

Stock Number: 4329675

Contract: Sourcewell Grounds Maint 031121-DAC (PG BT
CG 76)Selling Price *
\$ 11,553.08

Price Effective Date:

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
216CTC	JOHN DEERE Z930M GAS MIDZ MOWER 60"-SS	1	\$ 14,409.00	23.00	\$ 3,314.07	\$ 11,094.93	\$ 11,094.93
Standard Options - Per Unit							
001A	COUNTRY CODES - US/ CANADA	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1036	54-60"DK PNEUMATIC TIRE	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1504	60" DECK	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2093	SUSP SEAT	1	\$ 595.00	23.00	\$ 136.85	\$ 458.15	\$ 458.15
Standard Options Total			\$ 595.00		\$ 136.85	\$ 458.15	\$ 458.15
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 15,004.00		\$ 3,450.92	\$ 11,553.08	\$ 11,553.08

2024 JOHN DEERE Z930M ZTrak - 1TC930MCHRR130818

Equipment Notes:

Hours: 0

Stock Number: 4329673

Contract: Sourcewell Grounds Maint 031121-DAC (PG BT
CG 76)Selling Price *
\$ 11,553.08

Price Effective Date:

* Price per item - includes Fees and Non-contract items

**JOHN DEERE**

Item 39.



Selling Equipment

Quote Id: 30674476

Customer Name: WALLER COUNTY ROAD & BRIDGE

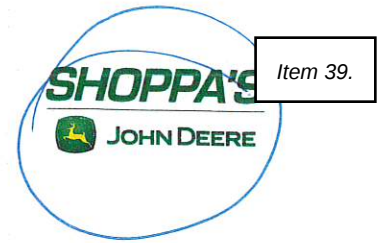
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

United Ag & Turf
9819 Highway 6
Navasota, TX 77868
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf
9819 Highway 6
Navasota, TX 77868
936-825-6575
NavasotaJD@unitedagt.com

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
216CTC	JOHN DEERE Z930M GAS MIDZ MOWER 60"-SS	1	\$ 14,409.00	23.00	\$ 3,314.07	\$ 11,094.93	\$ 11,094.93
Standard Options - Per Unit							
001A	COUNTRY CODES - US/ CANADA	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1036	54-60"DK PNEUMATIC TIRE	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1504	60" DECK	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2093	SUSP SEAT	1	\$ 595.00	23.00	\$ 136.85	\$ 458.15	\$ 458.15
Standard Options Total			\$ 595.00		\$ 136.85	\$ 458.15	\$ 458.15
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 15,004.00		\$ 3,450.92	\$ 11,553.08	\$ 11,553.08



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Shoppa's Farm Supply, Inc.
625 N SH 60 Hwy
East Bernard, TX 77435
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Shoppa's Farm Supply, Inc.
625 N Sh 60 Hwy
East Bernard, TX 77435
979-335-4887
onlinesales@shoppas.inc

Quote Summary

Prepared For:

WALLER COUNTY ROAD & BRIDGE
775 HIGHWAY 290 E
HEMPSTEAD, TX 77445
Business: 979-826-7670

Delivering Dealer:

Shoppa's Farm Supply, Inc.
Johan Sagermark
625 N Sh 60 Hwy
East Bernard, TX 77435
Phone: 979-335-4887
Mobile: 979-616-6225
jsagermark@shoppas.inc

Quote ID: 30708706
Created On: 09 April 2024
Last Modified On: 11 April 2024
Expiration Date: 09 May 2024

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE Z930M ZTrak	\$ 11,553.08 X	2 =	\$ 23,106.16
Contract: Sourcewell Grounds Maint 031121-DAC (PG BT CG 76)			
Price Effective Date: April 8, 2024			
Equipment Total			\$ 23,106.16

Trade In Summary	Qty	Each	Extended
2019 BOBCAT PROCAT 6000 - 99960040757	1	\$ 3,500.00	\$ 3,500.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 3,500.00
2019 BOBCAT PROCAT 6000 - 99999960040712	1	\$ 3,500.00	\$ 3,500.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 3,500.00
Trade In Total			\$ 7,000.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 23,106.16
Trade In	\$ (7,000.00)
SubTotal	\$ 16,106.16

Salesperson : X _____

Accepted By : X _____

**JOHN DEERE****SHOPPA'S**

Item 39.

**JOHN DEERE**

Selling Equipment

Quote Id: 30708706

Customer Name: WALLER COUNTY ROAD & BRIDGE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Shoppa's Farm Supply, Inc.
625 N SH 60 Hwy
East Bernard, TX 77435
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Shoppa's Farm Supply, Inc.
625 N Sh 60 Hwy
East Bernard, TX 77435
979-335-4887
onlinesales@shoppas.inc

JOHN DEERE Z930M ZTrak

Hours:

Stock Number:

Contract: Sourcewell Grounds Maint 031121-DAC (PG BT
CG 76)

Selling Price *
\$ 11,553.08

Price Effective Date: April 8, 2024

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
216CTC	Z930M ZTrak	2	\$ 14,409.00	23.00	\$ 3,314.07	\$ 11,094.93	\$ 22,189.86
Standard Options - Per Unit							
001A	United States/Canada	2	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1036	24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks	2	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1504	60 In. Side Discharge Mower Deck	2	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	2	\$ 595.00	23.00	\$ 136.85	\$ 458.15	\$ 916.30
Standard Options Total			\$ 595.00		\$ 136.85	\$ 458.15	\$ 916.30
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 15,004.00		\$ 3,450.92	\$ 11,553.08	\$ 23,106.16

Add'l ins



JOHN DEERE

Item 39.

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- Vendor: Deere & Company
- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

Henderson Robert

King Ranch Ag & Turf
33400 Us 290 Frontage Road
Hockley, TX 77447

Tel: 281-373-1087

Fax: 281-373-4691

Email: chenderson@king-ranch.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.



JOHN DEERE

Item 39.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

King Ranch Ag & Turf
33400 Us 290 Frontage Road
Hockley, TX 77447
281-373-1087
hockley@king-ranch.com

Quote Summary

Prepared For:

Waller County Road And Bridge
TX
Home : 979-221-3732

Delivering Dealer:

King Ranch Ag & Turf
Henderson Robert
33400 Us 290 Frontage Road
Hockley, TX 77447
Phone: 281-373-1087
chenderson@king-ranch.com

All used inventory is sold as is, with no warranty, unless the equipment is still in factory warranty, or extended warranty is purchased.

Quote ID: 30672951
Created On: 04 April 2024
Last Modified On: 10 April 2024
Expiration Date: 30 April 2024

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Z930M ZTrak YEAR 2024	\$ 15,004.00	\$ 11,553.08 X	2 =	\$ 23,106.16
Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)				
Price Effective Date: April 8, 2024				

Equipment Total **\$ 23,106.16**

Trade In Summary	Qty	Each	Extended
BOBCAT ZERO TURN - 99960040757	1	\$ 1,000.00	\$ 1,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 1,000.00
BOBCAT ZERO TURN - 99960040712	1	\$ 1,000.00	\$ 1,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 1,000.00
Trade In Total			\$ 2,000.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 23,106.16
Trade In \$ (2,000.00)
SubTotal **\$ 21,106.16**

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Item 39.

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

King Ranch Ag & Turf
33400 Us 290 Frontage Road
Hockley, TX 77447
281-373-1087
hockley@king-ranch.com

Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 21,106.16
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 21,106.16

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Item 39.

Selling Equipment

Quote Id: 30672951

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

King Ranch Ag & Turf
33400 Us 290 Frontage Road
Hockley, TX 77447
281-373-1087
hockley@king-ranch.com

JOHN DEERE Z930M ZTrak YEAR 2024

Hours:

Suggested List *

Stock Number:

\$ 15,004.00

Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)

Selling Price *

\$ 11,553.08

Price Effective Date: April 8, 2024

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
216CTC	Z930M ZTrak	2	\$ 14,409.00	23.00	\$ 3,314.07	\$ 11,094.93	\$ 22,189.86
Standard Options - Per Unit							
001A	United States/Canada	2	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1036	24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks	2	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1504	60 In. Side Discharge Mower Deck	2	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	2	\$ 595.00	23.00	\$ 136.85	\$ 458.15	\$ 916.30
Standard Options Total			\$ 595.00		\$ 136.85	\$ 458.15	\$ 916.30
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 15,004.00		\$ 3,450.92	\$ 11,553.08	\$ 23,106.16