NOTICE OF MEETING
WALLER COUNTY, TEXAS
COMMISSIONERS COURT
Wednesday, May 15, 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:

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:**

CALL TO ORDER

1. Approval of Agenda.

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 Treasurer for approval of Election Payroll disbursements.

5. Request to approve payment on the following:

   $1,175.00 for Invoice dated April 17, 2024 to Schmidt Funeral Home from line item 125-423-540705 [Transport to Morgue].

6. $7,500.00 for Invoice #08733 to Brazos Valley Council of Governments from line item 125-525-546900 [BVCOG].

7. $500.00 for Invoice dated April 15, 2024 to Clay's Funeral Home from line item 125-423-540705 [Transport to Morgue].

8. $1,986.30 for Invoice #31 to King Architectural Consulting Services from line item 604-604-545405 [Professional Services].

9. Request by County Auditor to approve and/or ratify Accounts Payable.

10. Request by County Tax Assessor-Collector to approve refunds in excess of $500.00 in accordance with Article 31.11 State Property Tax Code.

11. Request by County Treasurer for approval of Monthly Report.

12. Approve copier lease agreement with Xerox for the District Attorney's Office. Monthly rate of $267.41 for 48 months. Funds to be paid from line item 125-416-581813 [Copier/Printer].

13. Request by County Engineer to approve the Final Plat of Sunterra Section 47 and accept the Construction Bond in Precinct 3.

14. Request by County Engineer to place the roads in Bluestem Section 3 into a one-year warranty period beginning April 17th, 2024 (date of substantial completion).

15. Request by County Engineer to approve the Final Plat of Sunterra Section 55 and accept the Construction Bond in Precinct 3.

16. Request by County Engineer to approve the Final Plat of Sunterra Section 65 and accept the Construction Bond in Precinct 3.

17. Request by County Engineer to accept Clay Road - Section I for county maintenance (from 6,100 LF west of Pitts Rd to 150 LF west of Pitts Rd).

18. Request by County Engineer to approve Final Plat of Sunterra Section 66 and accept the Construction Bond in Precinct 3.

19. Request by County Engineer to approve a 60 month Lease Agreement, for the Road and Bridge Department, with XBS Southwest for a Xerox Copier Lease and Maintenance Agreement. Funds to be paid from line item 110-524-544900 [Service Contracts/Repairs Lease].

20. Request by County Engineer for acceptance of Private Roads in Sunterra Section 6 with roads meeting minimum requirements and to be privately maintained.

21. Request by County Engineer for acceptance of Private Roads in Sunterra Section 7 with roads meeting minimum requirements and to be privately maintained.

22. Request by County Engineer for acceptance of roads in Sunterra Section 28 for county road maintenance with roads meeting minimum requirements.

23. Request by County Engineer for acceptance of roads in Sunterra Section 30 for county road maintenance with roads meeting minimum requirements.

PROCLAMATION

24. Approve Proclamation Declaring May 12th through May 18th, 2024 as National Police Week and May 15th, 2024 as National Peace Officers Memorial Day in Waller County.

COUNTY ENGINEER

25. Approve Professional Services Agreement for Bond Program Management with LJA Engineering.

26. Approve Riverway Farms Development Agreement.

27. Approve contract with Texas Drainage for ditch maintenance services in Peregrine Estates (Pct 3).

28. Approve purchase of one 2025 F-750 Diesel Regular Cab Base from Chastang Ford, Houston, Texas in the amount of $83,875.00 from Buyboard. Funds to be paid from line item 110-530-581100 [Construction Equipment].

29. Approve purchase of P3 Skid Mount Patcher with T4 Final Diesel Engine from Cimline, in the amount of $131,035.00 for Sourcewell Contract #080521-CME. Funds to be paid from line item 110-530-581100 [Construction Equipment].

30. Presentation of Road and Bridge Department Quarterly Report.

COMMISSIONER, PRECINCT 3

31. Discussion on potential Precinct 3 TIRZ.

COMMISSIONER, PRECINCT 4

32. Approve advertisement of RFP for a take home vehicle for Commissioner Beckendorff to be published in the Waller County Express. Funds to be paid from line item 125-401-544100 [Bid Notices and Printing].

SHERIFF

33. Publicly open sealed bids received for Sheriff's Office Patrol Vehicle Upfitting and Installation (RFP #240417-34).

34. Approve service agreement with Southwest Solutions Group that expired in July 2023. Funds to be paid from line item 125-516-545515 [Equipment Rental/Repairs].

AUDITOR

35. Approve 2024 Budget Adjustments and line-item transfers.

36. Approve the creation of an Auditor's office AP assistant position. Funding of $40,000 (prorated for FY24) for salary and benefits. Funds to be paid from line item 241-595-510027 [Staff Salary] and $10,000 for technology/furniture from line item 241-595-561209 [ARPA Miscellaneous].

TREASURER

37. Approve amendments to the Waller County Personnel Policy.

38. Approve amendments to the 2024 Salary Order.

39. Approve schedule with additional take home vehicles for the Sheriff's Department.

JUSTICE OF THE PEACE, PRECINCT 2

40. Spread upon the minutes the completion of the Texas Association of Counties Leadership 254 Course for Judge Woolley.

FIRE MARSHAL

41. Approve renewal agreement between Waller County and the Southeast Texas Regional Advisory Council (SETRAC) and their Catastrophic Medical Operations Center (CMOC).

42. Approve purchase of ESO Plan Review and Inspection software in the amount of $2,475.00 (Year 1) and total recurring annual fee of $1,385.00. Funds to be paid from line item 132-509-568400 [Miscellaneous].

DIRECTOR OF POLICY & ADMINISTRATION

43. Approve Memorandum of Understanding between the City of Katy and Waller County relating to the Texas Heritage Marketplace Development.

44. Discussion of County Assistance Districts.

GRANT MANAGER

45. Approve ratification of Amendment #6 relative to the County's CDBG-DR Buyout Grant (GLO Contract No. 20-066-011-C074) that extends the contract termination date to June 30, 2024.

46. Approve payment to the previous owner(s) of 24155 Joseph Road, Hockley, TX 77447 in the amount of $5,000.00 for eligible relocation incentives as participant(s) in the County's CDBG-DR Buyout Program (GLO Contract No. 20-066-011-C074).

47. Approve and adopt a County Fraud, Waste, and Abuse Policy.

48. Approve and adopt a County VINE/SAVNS Maintenance Plan.

DIRECTOR OF FACILITIES

49. Update on the Construction of the new Waller County Courthouse.

50. Update on the Modular Building Compound at the Judicial Building.

51. Approve Payment of $723,703.85 for Application #18 to Sedalco, Inc. to be paid from the following line items:

    $33,026.91 - 604-604-545045 [Professional Services].

    $690,676.94 - 604-604-581000 [Bldg Purch, Const, or Improv].

52. Approve payment of $147,855.43 for Invoice #2 to Sedalco for PAY APP #1. Funds to be paid from line item 125-600-581620 [Justice Center Modular Building Design Fees].

MAINTENANCE

53. Reject sole bid received on April 1, 2024 at 9:42 a.m. from Silsbee Ford pursuant to the Maintenance Fleet Vehicles solicitation [RFP# 240220-25].

54. Approve purchase for two 24 Crew Cab 4x4 Long Bed Trucks from Grapevine Dodge Chrysler Jeep through BuyBoard for $125,572.00. Funds to be paid from line item 125-442-581400 [Vehicle].

MISCELLANEOUS

55. Discuss progress of the Long Range Planning Committee and give the Committee feedback on how to proceed.

56. Approve the 2024 Interlocal Agreement with Grimes County for the Cost Sharing of the 506th District Court Coordinator, Assistant Court Coordinator, and Court Reporter.

57. Approve payment of $23,079.80 for Invoice #3926 to CRC for Kennels.

58. 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.

59. 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

60. Consultation with District Attorney and outside counsel pursuant to Government Code Section 551.071.

61. 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.

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

63. 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 – MAY 1, 2024

BE IT REMEMBERED that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 1st day of May 2024 at its meeting place at the Waller County Joe Kuciemba Annex, Hempstead, Texas.

CALL TO ORDER

The meeting was called to order by Waller County Judge Trey Duhon at 9:03 a.m. with the following members of the Court present to-wit:

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

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

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

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

PUBLIC COMMENT

1. Larry Parr 2. James Flynt

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 24, 2024 Regular Session
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].

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

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

PRESENTATION

17. **Presentation** by Heather Stautmeister from Family Ties.
    No action required.

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].

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

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

COUNTY ENGINEER

19. Approve variance request to the Waller County Flood Damage Prevention Ordinance for property located at 36474 County Line Road, Brookshire (Pct. 4).

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

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

20. Approve Grange Development Agreement.

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

21. ~~Approve Riverway Farms Development Agreement~~. **Item WITHDRAWN.**

22. Approve the Infrastructure Development Plan of Thompson Road RV Park in Precinct 2.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

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

COMMISSIONER, PRECINCT 4

23. Discussion of take home vehicle for Commissioner Beckendorff.
No action required.

SHERIFF

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

The following bids were submitted and opened by the Court:
1. Received April 30, 2024 at 11:09 a.m. from Legacy Brothers out of Georgia
2. Received April 17, 2024 at 10:47 a.m. from Caldwell Country Chevy
3. Received April 25, 2024 at 11:41 a.m. from Sames Laredo Chevrolet

DIRECTOR OF POLICY & ADMINISTRATION

25. **Discussion** on FY25 Budget. *No action required.*

IT DEPARTMENT

26. **Present** Incident / After Action Report regarding County E-mail.
No action required.

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].

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

TREASURER

28. Review and approve list of departmental take home vehicles.

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

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

29. Approve amendments to the 2024 Salary Order for the creation of Sheriff-Vehicle Maintenance Department.

    Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

    Commissioner Beckendorff made motion to table, seconded by Commissioner Jones.
    Motion carried by 4-1 vote. **Item TABLED.**

Judge Trey Duhon – No	*Commissioner Amsler*	*– Yes*	*Commissioner Smith*	*– Yes*
	Commissioner Jones	*– Yes*	*Commissioner Beckendorff*	*– Yes*

AUDITOR

30. **Spread** upon the minutes the Annual Financial Report for Fiscal Year 2023.
    No action required.

FIRE MARSHAL

31. Accept donation of Coolers from Igloo Corporation that have been labeled for destruction.

    Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

    Judge Duhon made motion to amend to accept donation of coolers from Igloo Corporation valued at $13,516.14 that have been labeled for destruction, seconded by Commissioner Beckendorff.
    Amendment carried by 5-0 vote.

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

    Amended Motion carried by 5-0 vote.

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

32. Accept funding from Tomball Regional Health Foundation in the amount of $20,000.00 to purchase AEDs for Waller County First Responder vehicles.

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

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

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.

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

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

GRANT MANAGER

34. Approve Proclamation designating April as Fair Housing Month.

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

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

35. Approve adoption of a Resolution to designate authorized signatories for the Community Development Block Grant-MITIGRATION PROGRAM (CDBG-MIT) Program for GLO State Contract Numbers 24-065-015-E172 and 24-065-016-E173.

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

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

36. Approve adoption of a Resolution to designate authorized signatories for the Local Hazard Mitigation Plans Program for GLO State Contract Number 22-130-043-E436.

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

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

37. Approve 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.

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

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

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]~~. **Item WITHDRAWN.**

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].

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

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

MISCELLANEOUS

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

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

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

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~~. **Item WITHDRAWN.**

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~~. **Item WITHDRAWN.**

EXECUTIVE SESSION

43. Consultation with District Attorney and outside counsel pursuant to Government Code Section 551.071.

    Court convened to Executive Session at 11:51 a.m.
    Court reconvened from Executive Session at 12:12 p.m.

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~~. **Item WITHDRAWN.**

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

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

ADJOURN MEETING

Motion to **adjourn** meeting by Commissioner Amsler, seconded by Commissioner Jones
Motion carried by 5-0 vote.

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

Meeting was **ADJOURNED** at 12:13 p.m.

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

Debbie Hollan

Debbie Hollan
Waller County Clerk

APPROVED this the 15th day of May 2024.

Commissioner Justin Beckendorff
Presiding Judge

Waller County, TX

Detail Register
Payroll Summary

Packet: PYPKT03450 - 05/16/24 Elections PR
Payroll Set: 01 - Waller County, TX

Pay Period: 04/22/2024 - 05/13/2024

		Males Paid:	12
Total Direct Deposits:	0.00	**Females Paid:**	25
Total Check Amounts:	25,898.63	**Total Employees:**	37

EARNINGS

Pay Code	Units	Pay Amount
Elect-Worker	0.00	29,681.36
Total:	0.00	29,681.36

TAXES

Code	Subject To	Employee	Employer
Fed W/H	29,681.36	1,512.18	0.00
FICA	29,681.36	1,840.20	1,840.20
Medicare	29,681.36	430.35	430.35
Total:		3,782.73	2,270.55

RECAP 01 - Waller County, TX

Earnings:	29,681.36	Benefits:	0.00	Deductions:	0.00	Taxes:	3,782.73	Net Pay:	25,898.63

Waller County, TX

Payable Register

Payable Detail by Vendor Name

Packet: APPKT06271 - PYPKT03450 - 05/16/24 Elections PR

Payable # / Payable Description	Payable Type / Bank Code	Post Date	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
Vendor: 01555 - INTERNAL REVENUE SERVICE									**Vendor Total:**	**6,053.28**
INV0008331	Invoice	5/16/2024	5/16/2024	5/16/2024	5/16/2024	860.70	0.00	0.00	0.00	860.70
941 Medicare Withholdings	APBNK - APBNK				No	**Payment Date:** 5/16/2024			**Bank Draft:**	DFT0004094

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Medicare Withholdings	N/A	0.00	0.00	860.70	0.00	0.00	0.00	860.70

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110100	FICA Payable		860.70	0%

INV0008332	Invoice	5/16/2024	5/16/2024	5/16/2024	5/16/2024	3,680.40	0.00	0.00	0.00	3,680.40
941 Social Security Withhelds	APBNK - APBNK				No	**Payment Date:** 5/16/2024			**Bank Draft:**	DFT0004095

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Social Security Withhelds	N/A	0.00	0.00	3,680.40	0.00	0.00	0.00	3,680.40

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110100	FICA Payable		3,680.40	0%

INV0008333	Invoice	5/16/2024	5/16/2024	5/16/2024	5/16/2024	1,512.18	0.00	0.00	0.00	1,512.18
941 Federal Withholding	APBNK - APBNK				No	**Payment Date:** 5/16/2024			**Bank Draft:**	DFT0004096

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Federal Withholding	N/A	0.00	0.00	1,512.18	0.00	0.00	0.00	1,512.18

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110200	FIT Payable		1,512.18	0%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	3	6,053.28	0.00	0.00	0.00	6,053.28	6,053.28	0.00
	Grand Total:	**6,053.28**	**0.00**	**0.00**	**0.00**	**6,053.28**	**6,053.28**	**0.00**

Account Summary

Account	Name		Amount
999-203-110100	FICA Payable		4,541.10
999-203-110200	FIT Payable		1,512.18
		Total:	**6,053.28**

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 17, 2024

APR17'24PM2:47TREASURER

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

Registration # 012752
Joan Sargent Waller Co. Treasurer
Deputy MM Date 4/22/24

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

Thank You,

APR23'24PM11:39AUDITOR

Donna Schmidt Fricke
Schmidt Funeral Home
Brookshire, TX

BRAZOS VALLEY COUNCIL OF GOVERNMENTS
P. O. DRAWER 4128 BRYAN, TX 77805
(979) 595-2800 FAX (979) 595-2817
FEDERAL I.D. #74-1562020

Invoice

DATE	NUMBER
4/1/2024	08733

Registration # 012780
Joan Sargent Waller Co. Treasurer
Deputy [illegible] Date 4/22/24

Billing Address
WALLER COUNTY
Accounts Payable
836 Austin Street, Suite 203
Hempstead, TX 77445
USA

Service Address
WALLER COUNTY
836 Austin Street, Suite 203
Hempstead, TX 77445
USA

Your Contribution Covers the Period 04/01/2024 thru 06/30/2024

APR22'24AM10:51TREASURER
APR23'24AM11:41AUDITOR

Charge Date	Charge Code	Description	Fixed Charge	Quantity	Unit Price	Amount	Sales Tax
4/1/2024	948	Waller County CIHC Quarterly...	$7,500.00	0.00	0.000000	$7,500.00	

Payment Terms: Net 0 Days

Sales Tax: $0.00
Total: $7,500.00

Customer ID CIHC-WALCOU
Customer Name WALLER COUNTY

Invoice ID 08733
Invoice Date 4/1/2024

Charge Date	Charge Code	Description	Fixed Charge	Quantity	Unit Price	Amount	Sales Tax
4/1/2024	948	Waller County CIHC Quarterly...	$7,500.00	0.00	0.000000	$7,500.00	

Payment Terms: Net 0 Days
Your Contribution Covers the Period 04/01/2024 thru 06/30/2024

Sales Tax: $0.00
Total: $7,500.00

Created on 15 Apr 2024

Owner: Melinda Clay, (281) 252-9929
3923 Fifth St., Brookshire, Texas 77423

The prices are effective as of April 20, 2016
(Prices are subject to change without notice.)

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

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

PROFESSIONAL SERVICES

Waller County Transport Order To ME	$500.00
TOTAL SERVICE ITEMS:	$500.00

MERCHANDISE

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

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

TOTAL MERCHANDISE ITEMS: $0.00

Registration # 012714
Joan Sargent Waller Co. Treasurer
Deputy [illegible] Date 4/22/24

CASH ADVANCES

TOTAL CASH ADVANCE ITEMS: $0.00

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

Payments

Remaining Balance **$500.00**

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

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

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

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

APR22'24PM3:07AUDITOR

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

KING
Architectural Consulting Services PLLC

Registration # 01.30654
Joan Sargent Waller Co. Treasurer
Deputy MH Date 5/16/24

Billed To	Date of Issue	Invoice Number	Amount Due (USD)
Danny Rothe Waller County 836 Austin Street Hempstead, TX 77445	05/02/2024 Due Date 06/08/2024	0000031 Reference Business Node - New Courthouse Pay App #18, Macerator Pay App #3 & Modular Bldg Design Pay App #3	$1,986.30

Description	Rate	Qty	Line Total
Third Party Architectural Services 10 hour trip to WC on 4-30-24 for observation/review of pay app #18 on New Courthouse, Pay App #3 on 506 Modular Bldg Design services, and Pay App #3 on the Macerator. 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	$12.86	1	$12.86

Subtotal	1,986.30
Tax	0.00
Total	1,986.30
Amount Paid	0.00
Amount Due (USD)	$1,986.30

Notes

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the practices of persons registered as architects in Texas. TDLR address; PO Box 12157, Austin, TX 78711 800-803-9202

Thank You!

HISCOX
encourage courage®

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
- May 7, 2024 $82.42 — INVOICE #0000031
- 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.

Underwritten by Hiscox Insurance Company Inc., 104 South Michigan Avenue, Suite 600, Chicago, IL 60603, as administered by Hiscox Inc., a licensed insurance producer in all states and DC. In California, Hiscox Inc. does business as Hiscox Insurance Agency (License no.: 0F09668). This information is provided to assist you in understanding how renewals work and does not modify the terms and conditions of any current or future Insurance policy, nor does it imply that any claims is covered. Coverage is subject to underwriting, terms conditions, and limits of the policy.

LUNCH TRIP TO WALLER COUNTY 4.30.24

McAlister's Deli
1006 University Dr. East
College Station, TX 77840
(979) 846-6000

38

Host: Cashier 2
38

04/30/2024
12:50 PM
20078

Order Type: Dine-In

Sweet Smoky Chicken	8.99
Sea Salt Chips	
Tea	2.89
Sweet Tea	
Subtotal	11.88
Total Tax	0.98
Dine-In Total	**12.86**
VISA-FP	12.86
Auth:08520D	

Hungry for more? We are hiring!
Text SWEETTEA to 27000 to Apply!

582690406718

****
Get rewarded! Scan the barcode in our
new app to earn points for this visit!
****
--- Check Closed ---

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 23, 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
R5001	1489 PROPERTY INC	VALUE	$994.18

Sincerely,

Ellen C. Shelburne
Waller County
Tax Assessor Collector

2020 #44

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 23, 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
P214084	DCP Guadalupe Pipeline	Value	$659.34
R24948	Aguilar Alejandro	HS	$730.99

Sincerely,

Ellen C. Shelburne
Waller County
Tax Assessor Collector

2021 #34

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

MAY 2, 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
R172691	Perez Jose B Estate	HS	$ 791.49
R186109	Harvey Crystal	DV HS	$ 1,425.09
R21496	Davis Matthew C	HS	$ 658.78
R228351	Vargas Maria M	HS	$ 665.96
R333062	Twinwood US Inc	Agreed Judgment	$ 8,847.75
R364471	Twinwood US Inc	Agreed Judgment	$17,635.14
R378791	SL5 Amazon LP	Agreed Judgment	$33,067.23
R379320	Twinwood US Inc	Agreed Judgment	$ 6,635.89
R5066	Jackson Albert J	HS OA	$ 1,299.69
R8199	Barradas Juan	HS	$ 799.56

Sincerely,

Ellen C. Shelburne
Waller County
Tax Assessor Collector

2022 #22

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

MAY 1, 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
R15549	Granados Antonio	Remove MH	$ 581.32
R156879	Randall Michael J	HS OA	$ 620.14
R156880	Randall Michael J	HS OA	$ 528.71
R157164	St Luce Flavian		$ 641.39
R172691	Perez Jose B Estate	HS	$1,212.24
R180605	Ramirez Rojelio S	HS	$ 838.22
R18879	Messer Patrick	HS	$ 857.90
R207432	French Evan	HS	$1,574.85
R208154	Mueller Real Estate LLC	Value	$9,161.90
R21496	Davis Matthew C	HS	$1,848.93
R228351	Vargas Maria M	HS	$ 944.87
R24955	Diaz Karen G	HS OA	$2,166.23
R24957	Diaz Karen G	HS OA	$2,661.17
R26434	Tippie Shannon	HS	$1,341.84
R345423	Elliott Ida M	HS	$ 785.89
R358071	Flagship Carriers Inc	Value	$1,430.75
R379444	Jam'n Products Inc	Value	$9,693.34
R379765	Stewart Jennifer	HS	$ 548.91
R380157	Law Jason	HS	$ 527.32
R387273	Shamsi Nabeel	HS	$ 510.31
R387449	Truong Julie	HS OA	$ 626.15
R388923	Flores Rodolfo	HS	$ 599.90
R388959	Muse Frantz	HS OA	$1,002.19
R389638	Escobar Louis H	DV HS	$1,507.81
R5066	Jackson Albert J	HS OA	$3,956.53
R5186	McLarty Family Partnership	Value	$7,757.39

R6127	Gostecnik Lynn	HS OA	$1,046.10
R6829	Williams Michele	HS	$1,588.92
R8199	Barradas Juan	HS	$3,302.58

Sincerely,

Ellen C. Shelburne
Waller County
Tax Assessor Collector

2023 #11

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

MAY 2, 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
R172691	Perez Jose B Estate	HS	$ 504.95
R186109	Harvey Crystal	DV HS	$ 1,403.00
R379054	Twinwood US Inc	Agreed Judgment	$ 6,105.36
R379320	Twinwood US Inc	Agreed Judgment	$ 5,662.76

Sincerely,

Ellen C. Shelburne
Waller County
Tax Assessor Collector

2021 #35

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

MAY 2, 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
R186109	Harvey Crystal	DV HS	$1,239.44

Sincerely,

Ellen C. Shelburne
Waller County
Tax Assessor Collector

2019 #56

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

MAY 2, 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
R11399	Sun NG Jelly-Lone	Value	$1,361.66
R186109	Harvey Crystal	DV HS	$1,309.04

Sincerely,

Ellen C. Shelburne
Waller County
Tax Assessor Collector

2020 #45

Monthly Report of Joan Sargent, Waller County Treasurer
APRIL 2024

THE STATE OF TEXAS
COUNTY OF WALLER

AFFIDAVIT

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

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

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

Filing with accompanying vouchers this **15th day of May, 2024**

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

Joan Sargent
Joan Sargent, CIO, CCT
Waller County Treasurer

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

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

The affidavit must state the amount of the cash and other assets that are in the custody of the County Treasurer at the time of the examination. {LGC 114.026(d)} $124,251,744.55 Month Ending Balance

Commissioners' Court Approval:

Carbett "Trey" J. Duhon III
Waller County Judge

John A. Amsler
Commissioner, Precinct 1

Walter E. Smith
Commissioner, Precinct 2

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

ATTEST:

Debbie Hollan, County Clerk

Date

Monthly Report of Joan Sargent, Waller County Treasurer
APRIL 2024

General Operating Account

Fund	Beginning Balance	Total Received	Total Disbursed	Adjust-ments	Account Balances	TexPool Investments	TX Class Investments	Total Fund Balance
101 Voter Reg/Chapter 19	$5,930.27	$3.62	$0.00	$0.00	$5,933.89	$0.00	$0.00	**$5,933.89**
108 Elections	$1,440.13	$0.88	$0.00	$0.00	$1,441.01	$224,549.66	$0.00	**$225,990.67**
110 Road & Bridge	$5,229,971.31	$472,243.25	$673,944.73	$0.00	$5,028,269.83	$0.00	$7,742,927.67	**$12,771,197.50**
111 Law Library	$2,606.64	$2,697.91	$533.00	$0.00	$4,771.55	$228,256.73	$0.00	**$233,028.28**
112 Title IV Juv. Justice	$559.12	$0.34	$0.00	$0.00	$559.46	$95,790.84	$0.00	**$96,350.30**
113 DC Recs. Pres.	$604.41	$73.99	$0.00	$0.00	$678.40	$24,839.02	$0.00	**$25,517.42**
114 County RMPF	$2,283.27	$2,626.70	$0.00	$0.00	$4,909.97	$110,323.32	$0.00	**$115,233.29**
115 CC Recs. Pres.	$4,119.58	$17,445.29	$1,571.30	$0.00	$19,993.57	$661,165.91	$0.00	**$681,159.48**
116 CC Preservation	$759.11	$272.63	$0.00	$0.00	$1,031.74	$32,863.18	$0.00	**$33,894.92**
117 Crthse. Security	$2,406.45	$3,831.30	$0.00	$0.00	$6,237.75	$212,310.79	$0.00	**$218,548.54**
118 Graffiti	$0.00	$50.03	$0.00	$0.00	$50.03	$836.71	$0.00	**$886.74**
119 JP Technology	$1,491.59	$1,786.50	$600.00	$0.00	$2,678.09	$70,334.79	$0.00	**$73,012.88**
120 DC/Child Abuse Prev	$5.75	$27.04	$0.00	$0.00	$32.79	$1,562.82	$0.00	**$1,595.61**
121 Family Protection	$2.72	$0.00	$0.00	$0.00	$2.72	$40,213.72	$0.00	**$40,216.44**
122 Guardianship	$388.24	$360.46	$0.00	$0.00	$748.70	$59,137.04	$0.00	**$59,885.74**
123 Justice Crt. Sec.	$58.98	$33.02	$0.00	$0.00	$92.00	$24,679.59	$0.00	**$24,771.59**
124 CC-Technology	$80.91	$64.99	$0.00	$0.00	$145.90	$8,024.50	$0.00	**$8,170.40**
125 General	$6,302,140.60	$1,401,232.57	$2,816,389.14	$2,873.73	$4,889,857.76	$24,465,358.22	$44,295,291.73	**$73,650,507.71**
126 DC-Technology	$90.44	$9.60	$0.00	$1.27	$101.31	$4,103.63	$0.00	**$4,204.94**
127 CC-RPD	$9.93	$0.01	$0.00	$0.00	$9.94	$36,873.25	$0.00	**$36,883.19**
128 DC-RPD	$45.23	$30.05	$0.00	$0.00	$75.28	$29,541.78	$0.00	**$29,617.06**
129 DA Pretrial Div. Fee	$5,591.32	$3,352.82	$4,325.90	$0.00	$4,618.24	$92,543.74	$0.00	**$97,161.98**
131 Juv. Case Manager	$1,263.64	$59.20	$0.00	$0.00	$1,322.84	$0.00	$0.00	**$1,322.84**
132 Fire Marshal Fund	$104,717.41	$62.96	$1,450.37	$0.00	$103,330.00	$0.00	$0.00	**$103,330.00**
135 Court Facility	$41,718.35	$1,566.38	$0.00	$0.00	$43,284.73	$0.00	$0.00	**$43,284.73**
137 Justice Crt. Support	$57,897.91	$3,937.68	$0.00	$0.00	$61,835.59	$0.00	$0.00	**$61,835.59**
181 Available School	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$769,632.36	**$769,632.36**
186 Ogg Trust	$19,906.72	$12.14	$0.00	$0.00	$19,918.86	$0.00	$0.00	**$19,918.86**
191 Narcotic Program	$10.69	$0.00	$0.00	$0.00	$10.69	$0.00	$0.00	**$10.69**
192 Federal Forfeiture	$453,596.40	$1,950.00	$15,872.50	$0.00	$439,673.90	$0.00	$0.00	**$439,673.90**
212 SCAAP-Federal Rev.	$106,950.73	$0.00	$0.00	$0.00	$106,950.73	$0.00	$0.00	**$106,950.73**
228 CJD-VOCA #4254701	-$15,453.73	$4,084.84	$5,106.05	$0.00	-$16,474.94	$0.00	$0.00	**-$16,474.94**
234 STEP CMV-00029	-$5,658.19	$573.84	$2,238.61	$0.00	-$7,322.96	$0.00	$0.00	**-$7,322.96**
235 STEP COMP-00094	-$13,506.80	$954.98	$1,060.06	$0.00	-$13,611.88	$0.00	$0.00	**-$13,611.88**
241 ARPA Grant	$5,109,487.05	$0.00	$49,531.91	$0.00	$5,059,955.14	$0.00	$0.00	**$5,059,955.14**
307 SAVNS Grant#1446517	-$8,883.90	$4,376.30	$0.00	$0.00	-$4,507.60	$0.00	$0.00	**-$4,507.60**
311 Formula Grant	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
318 TJJD-A	$57,150.72	$52,140.00	$32,666.21	$0.00	$76,624.51	$0.00	$0.00	**$76,624.51**
413 SETH Grant	$50,000.00	$0.00	$0.00	$0.00	$50,000.00	$0.00	$0.00	**$50,000.00**
515 Debt Service	$0.00	$138,770.17	$300.00	$0.00	$138,470.17	$0.00	$2,061,704.40	**$2,200,174.57**
602 Tax Notes, Series 2020	$1,030.08	$0.63	$0.00	$0.00	$1,030.71	$0.00	$0.00	**$1,030.71**
603 Tax Notes, Series 2022	$651.88	$0.40	$0.00	$0.00	$652.28	$0.00	$0.00	**$652.28**
604 Co. Courthouse Project	$0.00	$623,110.16	$623,110.16	-$2,875.00	-$2,875.00	$0.00	$26,285,818.91	**$26,282,943.91**
999 Payroll	$495,216.79	$2,384,971.38	$2,379,535.34	$0.00	$500,652.83	$0.00	$0.00	**$500,652.83**
Totals	**$18,016,681.75**	**$5,122,714.06**	**$6,608,235.28**	**$0.00**	**$16,531,160.53**	**$26,423,309.24**	**$81,155,375.07**	**$124,109,844.84**
				Plus Outstanding Checks	$181,177.48			
				Treasurer's Bank Balance	**$16,712,338.01**			
				PB Statement Balance	$16,712,338.01			
				Reconciled Bank Balance	**$16,712,338.01**			

Monthly Report of Joan Sargent, Waller County Treasurer
APRIL 2024

Miscellaneous Accounts

188	**Dismuke Estate**	$0.00	$0.00	$0.00	$0.00	**$0.00**	$71,495.14	$0.00	**$71,495.14**
					Bank Statement Balance	$0.00			
189	**Hospital Trust**	$0.00	$0.00	$0.00	$0.00	**$0.00**	$3,306.08	$0.00	**$3,306.08**
					Bank Statement Balance	$0.00			
238	**GLO Buyout/Acq Grant**	$32.73	$0.02	$0.00	$0.00	**$32.75**	$0.00	$0.00	**$32.75**
					Add Outstanding Checks	$0.00			
					Bank Statement Balance	$32.75			
239	**GLO Infrastructure Grant**	$267.78	$0.16	$0.00	$0.00	**$267.94**	$0.00	$0.00	**$267.94**
					Add Outstanding Checks	$0.00			
					Bank Statement Balance	$267.94			
801	**JP1 Report Acct**	$13,988.66	$25,021.58	$35,122.40	$0.00	**$3,887.84**	$0.00	$0.00	**$3,887.84**
					Bank Statement Balance	$3,887.84			
802	**JP2 Report Acct**	$15,776.92	$9,819.99	$19,822.58	$0.00	**$5,774.33**	$0.00	$0.00	**$5,774.33**
					Bank Statement Balance	$5,774.33			
803	**JP3 Report Acct**	$19,495.62	$20,040.60	$22,310.80	$0.00	**$17,225.42**	$0.00	$0.00	**$17,225.42**
					Bank Statement Balance	$17,225.42			
804	**JP4 Report Acct**	$4,851.88	$33,841.29	$37,373.46	$0.00	**$1,319.71**	$0.00	$0.00	**$1,319.71**
					Bank Statement Balance	$1,319.71			
805	**DC E-Filing**	$3,172.98	$10,104.73	$10,115.00	$0.00	**$3,162.71**	$0.00	$0.00	**$3,162.71**
					Bank Statement Balance	$3,162.71			
807	**CC Recording Fee**	$7,644.41	$50,523.04	$55,361.00	$0.00	**$2,806.45**	$0.00	$0.00	**$2,806.45**
					Bank Statement Balance	$2,806.45			
808	**CC Credit Card**	$1,946.27	$11,461.82	$13,012.50	$0.00	**$395.59**	$0.00	$0.00	**$395.59**
					Bank Statement Balance	$395.59			
810	**CC E-Filing**	$7,172.54	$6,682.82	$6,799.00	$0.00	**$7,056.36**	$0.00	$0.00	**$7,056.36**
					Bank Statement Balance	$7,056.36			
811	**DC Credit Card**	$797.61	$5,426.01	$4,444.77	$0.00	**$1,778.85**	$0.00	$0.00	**$1,778.85**
					Bank Statement Balance	$1,778.85			
812	**R&B Credit Card**	$20,255.85	$89,309.87	$92,301.40	$0.00	**$17,264.32**	$0.00	$0.00	**$17,264.32**
					Bank Statement Balance	$17,264.32			
814	**FM Credit Card**	$3,164.19	$12,640.16	$15,627.75	$0.00	**$176.60**	$0.00	$0.00	**$176.60**
					Bank Statement Balance	$176.60			
815	**Environmental Cr Card**	$3,339.09	$9,807.29	$8,630.00	$0.00	**$4,516.38**	$0.00	$0.00	**$4,516.38**
					Bank Statement Balance	$4,516.38			
816	**JP1 Efile**	$695.77	$982.38	$1,213.00	$0.00	**$465.15**	$0.00	$0.00	**$465.15**
					Bank Statement Balance	$465.15			
817	**JP2 Efile**	$513.23	$1,461.23	$1,149.00	$0.00	**$825.46**	$0.00	$0.00	**$825.46**
					Bank Statement Balance	$825.46			
818	**JP3 Efile**	$134.30	$489.11	$489.00	$0.00	**$134.41**	$0.00	$0.00	**$134.41**
					Bank Statement Balance	$134.41			
819	**JP4 Efile**	$770.76	$1,073.08	$1,842.00	$0.00	**$1.84**	$0.00	$0.00	**$1.84**
					Bank Statement Balance	$1.84			
820	**Treasurer Credit Card**	$426.51	$2,072.70	$2,492.83	$0.00	**$6.38**	$0.00	$0.00	**$6.38**
					Bank Statement Balance	$6.38			

WALLER COUNTY
INVESTMENT PORTFOLIO FOR MONTH ENDING
APRIL 2024

ACTIVITY

FINANCIAL INSTRUMENT AND INVESTED FUND	PURCHASE PRICE	MTD YIELD	BEGINNING BALANCE	TRANSFERS	MTD INTEREST	ENDING BALANCE
TEXAS CLASS INVESTMENTS						
125-General	$44,098,654.41	5.4286%	$44,098,654.41	$0.00	$196,637.32	$44,295,291.73
110-R&B	$7,708,555.00	5.4286%	$7,708,555.00	$0.00	$34,372.67	$7,742,927.67
515-Debt Service	$2,052,552.00	5.4286%	$2,052,552.00	$0.00	$9,152.40	$2,061,704.40
181-Permanent School	$766,215.79	5.4286%	$766,215.79	$0.00	$3,416.57	$769,632.36
602-Tax Notes, Series 2020	$0.00	5.4286%	$0.00	$0.00	$0.00	$0.00
603-Tax Notes, Series 2022	$0.00	5.4286%	$0.00	$0.00	$0.00	$0.00
604-Co Courthouse Project	$26,789,565.83	5.4286%	$26,789,565.83	($623,110.16)	$119,363.24	$26,285,818.91
TEXPOOL INVESTMENTS						
108-Elections	$223,573.10	5.3142%	$223,573.10	$0.00	$976.56	$224,549.66
111-Law Library	$227,264.07	5.3142%	$227,264.07	$0.00	$992.66	$228,256.73
112-Title IV Juvenile Justice	$95,374.24	5.3142%	$95,374.24	$0.00	$416.60	$95,790.84
113-RPF District Clerk	$24,730.99	5.3142%	$24,730.99	$0.00	$108.03	$24,839.02
114-County RMPF	$109,843.53	5.3142%	$109,843.53	$0.00	$479.79	$110,323.32
115-RPF County Clerk	$658,290.56	5.3142%	$658,290.56	$0.00	$2,875.35	$661,165.91
116-CC Preservation	$32,720.28	5.3142%	$32,720.28	$0.00	$142.90	$32,863.18
117-Courthouse Security	$211,387.48	5.3142%	$211,387.48	$0.00	$923.31	$212,310.79
118-Graffiti	$833.11	5.3142%	$833.11	$0.00	$3.60	$836.71
119-JP Technology	$70,028.92	5.3142%	$70,028.92	$0.00	$305.87	$70,334.79
120-DC Child Abuse Prev.	$1,555.92	5.3142%	$1,555.92	$0.00	$6.90	$1,562.82
121-Family Protect Fee	$40,038.82	5.3142%	$40,038.82	$0.00	$174.90	$40,213.72
122-Guardianship	$58,879.83	5.3142%	$58,879.83	$0.00	$257.21	$59,137.04
123-Justice Court Security	$24,572.23	5.3142%	$24,572.23	$0.00	$107.36	$24,679.59
124-CC Technology	$7,989.67	5.3142%	$7,989.67	$0.00	$34.83	$8,024.50
125-General	$24,358,962.01	5.3142%	$24,358,962.01	$0.00	$106,396.21	$24,465,358.22
126-DC Technology	$4,085.82	5.3142%	$4,085.82	$0.00	$17.81	$4,103.63
127-CC RP Digitizing	$36,712.89	5.3142%	$36,712.89	$0.00	$160.36	$36,873.25
128-DC RP Digitizing	$29,413.33	5.3142%	$29,413.33	$0.00	$128.45	$29,541.78
129-DA Pretrial Diversion	$92,141.25	5.3142%	$92,141.25	$0.00	$402.49	$92,543.74
188-Dismuke	$71,184.19	5.3142%	$71,184.19	$0.00	$310.95	$71,495.14
189-Hospital	$3,291.68	5.3142%	$3,291.68	$0.00	$14.40	$3,306.08
TOTALS	**$107,798,416.95**		**$107,798,416.95**	**($623,110.16)**	**$478,178.74**	**$107,653,485.53**

STATISTICS

1. **THIS PORTFOLIO IS IN COMPLIANCE WITH THE WALLER COUNTY INVESTMENT POLICY AND APPLICABLE LAW.**
2. **CURRENT INVESTMENTS ARE AVAILABLE SAME OR NEXT DAY TO MAXIMIZE OPERATING FUNDS.**
3. **AS A COMPARATIVE BENCHMARK THE AVERAGE 90 DAY T-BILL RATE THIS MONTH 5.24%**
4. **THE TOTAL AMOUNT OF INVESTED DOLLARS FOR MONTH END: $107,653,485.53**
5. **PROSPERITY BANK PLEDGED COLLATERAL MARKET VALUE: $64,752,614.60**
   THIS AMOUNT WAS ADEQUATE TO SECURE ALL DEPOSITS AT PROSPERITY BANK.
6. **TexPool Rated: AAAm by Standard & Poor's.**
7. **Texas CLASS Rated: AAAm by Standard & Poor's.**
8. **THIS REPORT IS PROVIDED ON A MONTHLY BASIS EXCEEDING THE PUBLIC FUNDS INVESTMENT ACT AND WALLER COUNTY INVESTMENT POLICY REQUIREMENTS TO KEEP THE COMMISSIONERS' COURT FULLY INFORMED.**

WALLER COUNTY, TEXAS

Summary of Debt

Prepared by Alan Younts, Waller County Auditor

Total Capital Leases

Year	Principal	Interest
2024	$0.00	$0.00
2025	$0.00	$0.00
2026	$0.00	$0.00
2027	$0.00	$0.00
2028	$0.00	$0.00
2029-2033	$0.00	$0.00
2034-2038	$0.00	$0.00
2039-2043	$0.00	$0.00
	$0.00	$0.00

Total Bonds

Year	Principal	Interest
2024	$4,085,000.00	$2,679,200.76
2025	$4,235,000.00	$2,534,241.01
2026	$4,390,000.00	$2,375,519.76
2027	$4,560,000.00	$2,209,879.01
2028	$4,035,000.00	$2,036,175.01
2029-2033	$18,310,000.00	$7,907,912.55
2034-2038	$21,020,000.00	$4,174,646.60
2039-2043	$10,630,000.00	$1,100,575.00
	$71,265,000.00	$25,018,149.70

Treasurer's Record of Unpaid Claims	As of	4/30/2024	
Vendors	Date Registered	Reg #	Amount Registered
BROOKSHIRE M.W.D	02/06/23	1813	$ 100.23
WALLER COUNTY PAINT & BODY SHOP & STORAGE	03/28/23	3109	$ 7.00
BROOKSHIRE M.W.D	04/03/23	3250	$ 100.00
QUILL CORPORATION	04/18/23	3675	$ 132.06
ODP BUSINESS SOLUTIONS, LLC	05/15/23	4294	$ 115.60
HERRMANN INTERNATIONAL	05/30/23	4625	$ (689.38)
MUSTANG CAT	05/30/23	4623	$ (689.44)
SPARKLIGHT	07/05/23	5416	$ (322.29)
VERIZON	07/10/23	5541	$ (13.48)
KIMBALL MIDWEST	07/31/23	6359	$ 2,610.33
HOMETOWN HARDWARE	08/01/23	6097	$ 51.92
TURNER PIERCE AND FULTZ INC.	08/01/23	6062	$ 323.77
VERIZON	08/15/23	6470	$ (37.99)
VERIZON	09/11/23	7137	$ (37.99)
JOHNSTONE SUPPLY	09/18/23	7288	$ (234.99)
RICOH USA, INC.	09/26/23	7478	$ 260.24
HORSESHOE BAY RESORT MARRIOTT	10/03/23	7613	$ 207.76
VERIZON	10/11/23	7779	$ 994.42
VERIZON	10/11/23	7780	$ (37.99)
ODP BUSINESS SOLUTIONS, LLC	10/17/23	8012	$ 199.94
ODP BUSINESS SOLUTIONS, LLC	10/17/23	8015	$ 81.96
ODP BUSINESS SOLUTIONS, LLC	10/23/23	8114	$ 48.48
ENTEC PEST MANAGEMENT INC	10/30/23	8234	$ 250.00
UBEO BUSINESS SERVICES	11/14/23	8414	$ 1,465.00
THOMSON REUTERS - WEST PAYMENT CENTER	11/20/23	8487	$ 451.00
HALFF ASSOCIATES, INC	11/27/23	8808	$ 93,140.63
PERDUE, BRANDON, FIELDER, COLLINS & MOTT, LLP	11/27/23	8843	$ 1,651.15
QUIDDITY ENGINEERING, LLC	11/27/23	8744	$ 18,907.54
TELOMACK CABLING SOLUTIONS	11/27/23	8713	$ 41,860.00
TELOMACK CABLING SOLUTIONS	11/27/23	8714	$ 4,975.00
TELOMACK CABLING SOLUTIONS	11/27/23	8717	$ 2,209.45
TELOMACK CABLING SOLUTIONS	11/27/23	8711	$ 690.00
TELOMACK CABLING SOLUTIONS	11/27/23	8710	$ 642.50
VERIZON	11/27/23	8775	$ (37.99)
TELOMACK CABLING SOLUTIONS	11/29/23	8937	$ 1,606.56
TELOMACK CABLING SOLUTIONS	12/04/23	8996	$ 3,436.00
PRECISION PRINTING	12/12/23	9205	$ 36.08
VERIZON	12/14/23	9365	$ 37.99
ENTERPRISE UAS, LLC	12/18/23	9382	$ 5,998.00
ENTERPRISE UAS, LLC	12/21/23	9557	$ 2,198.00
DELL MARKETING L.P.	12/22/23	9588	$ 2,211.77
ODP BUSINESS SOLUTIONS, LLC	01/03/24	9749	$ 254.99
ODP BUSINESS SOLUTIONS, LLC	01/09/24	9850	$ 194.97
ODP BUSINESS SOLUTIONS, LLC	01/09/24	9852	$ 191.94
ODP BUSINESS SOLUTIONS, LLC	01/09/24	9853	$ 22.39
ODP BUSINESS SOLUTIONS, LLC	01/09/24	9849	$ 21.99
PRECISION PRINTING	01/09/24	9860	$ 30.00
TEXAS POLICE TRAINERS	01/10/24	9948	$ 195.00
NAPA AUTO PARTS	01/11/24	9982	$ 170.88
QUADIENT FINANCE USA, INC.	01/12/24	10031	$ 176.00
VERIZON WIRELESS	01/12/24	10032	$ (37.99)
HOMETOWN HARDWARE	01/22/24	10186	$ 202.32
SPARKLIGHT	01/22/24	10176	$ 219.89
TOSHIBA FINANCIAL SERVICES	01/22/24	10123	$ 186.16
WALLER COUNTY PAINT & BODY SHOP & STORAGE	01/22/24	10156	$ 7.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	01/22/24	10157	$ 7.00
ODP BUSINESS SOLUTIONS, LLC	01/24/24	10258	$ 22.39
NAPA AUTO PARTS	01/26/24	10294	$ 49.75
NAPA AUTO PARTS	01/26/24	10292	$ 20.34
HOMETOWN HARDWARE	01/31/24	10414	$ 234.92
AT&T	02/02/24	10471	$ 1,466.30
TIM O'BRIEN INSURANCE AGENCY	02/02/24	10469	$ 146.00
SPARKLIGHT	02/05/24	10511	$ 530.93
ODP BUSINESS SOLUTIONS, LLC	02/08/24	10647	$ 85.55
ODP BUSINESS SOLUTIONS, LLC	02/08/24	10646	$ 13.54
XEROX CORPORATION	02/08/24	10652	$ 231.96
ODP BUSINESS SOLUTIONS, LLC	02/13/24	10847	$ 517.99
ODP BUSINESS SOLUTIONS, LLC	02/13/24	10852	$ 194.39
REPUBLIC SERVICES #853	02/13/24	10860	$ 1,926.45
VERIZON WIRELESS	02/13/24	10884	$ (37.99)
INTERSTATE BILLING SERVICE, INC.	02/14/24	10922	$ 974.47
SPARKLIGHT	02/14/24	10903	$ 240.93
SPARKLIGHT	02/14/24	10933	$ 150.00
CITY OF PRAIRIE VIEW	02/15/24	10997	$ (106.70)

Treasurer's Record of Unpaid Claims	As of	4/30/2024	
Vendors	Date Registered	Reg #	Amount Registered
SPARKLIGHT	02/15/24	10996	$ 210.98
LAROCHE	02/22/24	11157	$ 17.73
LAROCHE	02/22/24	11156	$ (17.73)
PRECISION PRINTING	02/22/24	11123	$ 30.00
INNOVATIVE COMMUNICATION SYSTEMS	02/23/24	11190	$ 437.50
TOSHIBA FINANCIAL SERVICES	02/23/24	11175	$ 186.16
SPARKLIGHT	02/26/24	11239	$ 254.18
HART INTERCIVIC, INC.	02/27/24	11311	$ 6,727.00
AT&T	02/28/24	11314	$ 1,466.30
CHAMPION RANCHERS CONSTRUCTION	02/29/24	11338	$ 23,079.80
ODP BUSINESS SOLUTIONS, LLC	03/06/24	11417	$ 75.92
BECKENDORFF, JUSTIN	03/07/24	11503	$ 203.05
INNOVATIVE COMMUNICATION SYSTEMS	03/07/24	11491	$ 34,903.00
SCHMIDT FUNERAL HOME	03/11/24	11609	$ 1,175.00
CITY OF PRAIRIE VIEW	03/12/24	11670	$ (75.25)
QUIDDITY ENGINEERING, LLC	03/13/24	11715	$ 3,728.16
ODP BUSINESS SOLUTIONS, LLC	03/19/24	11784	$ 53.89
PRECISION PRINTING	03/19/24	11796	$ 111.25
MAGNOLIA FUNERAL HOME, INC.	03/20/24	11828	$ 695.00
MEYERFIRE, LLC	03/20/24	11837	$ 495.00
US PUBLIC SAFETY GROUP INC	03/20/24	11841	$ 945.00
VERIZON WIRELESS	03/20/24	11816	$ (37.99)
INNOVATIVE COMMUNICATION SYSTEMS	03/21/24	11871	$ 369.02
INNOVATIVE COMMUNICATION SYSTEMS	03/21/24	11872	$ 262.50
INNOVATIVE COMMUNICATION SYSTEMS	03/21/24	11869	$ 87.50
INNOVATIVE COMMUNICATION SYSTEMS	03/21/24	11870	$ 87.50
RICOH USA, INC.	03/21/24	11875	$ 61.73
XEROX CORPORATION	03/21/24	11864	$ 404.26
EDMONDS INSURANCE	03/22/24	11918	$ 50.00
ACTION RENTAL	03/25/24	11946	$ 271.00
EVERGREEN SOLUTIONS, LLC	03/25/24	11995	$ 12,125.00
GRANTWORKS, INC.	03/25/24	11938	$ 11,734.80
H-GAC	03/25/24	11997	$ 2,271.76
METRO FIRE APPARATUS SPECIALISTS, INC.	03/25/24	11944	$ 3,785.00
ODP BUSINESS SOLUTIONS, LLC	03/25/24	11953	$ 22.52
ODP BUSINESS SOLUTIONS, LLC	03/25/24	11952	$ (22.52)
PCN STRATEGIES, INC	03/25/24	11942	$ 878.88
QUIDDITY ENGINEERING, LLC	03/25/24	11937	$ 18,907.54
SCHMIDT FUNERAL HOME	03/25/24	12015	$ 1,175.00
SMARSH, INC	03/25/24	11950	$ 35,622.72
UNITED AG & TURF	03/25/24	12017	$ 424.88
ENTEC PEST MANAGEMENT	03/26/24	12018	$ 225.00
ENTEC PEST MANAGEMENT	03/26/24	12026	$ 225.00
ENTEC PEST MANAGEMENT	03/26/24	12027	$ 225.00
ENTEC PEST MANAGEMENT	03/26/24	12031	$ 190.00
ENTEC PEST MANAGEMENT	03/26/24	12029	$ 180.00
ENTEC PEST MANAGEMENT	03/26/24	12024	$ 175.00
ENTEC PEST MANAGEMENT	03/26/24	12025	$ 150.00
ENTEC PEST MANAGEMENT	03/26/24	12023	$ 140.00
ENTEC PEST MANAGEMENT	03/26/24	12022	$ 125.00
ENTEC PEST MANAGEMENT	03/26/24	12028	$ 125.00
ENTEC PEST MANAGEMENT	03/26/24	12030	$ 75.00
HOMETOWN HARDWARE	03/26/24	12043	$ 7.99
HOMETOWN HARDWARE	03/26/24	12041	$ 8.38
HOMETOWN HARDWARE	03/26/24	12042	$ 217.76
QUADIENT FINANCE USA, INC.	03/26/24	12046	$ 107.00
RICOH USA, INC.	03/26/24	12044	$ 130.12
TEXAS SOCIAL SECURITY PROGRAM	03/26/24	12047	$ 35.00
VERIZON CONNECT	03/26/24	12045	$ 793.31
WARREN, Z'AUNDRIA	03/26/24	12034	$ 440.62
AT&T	03/27/24	12068	$ 1,466.30
CAPITAL ONE	03/28/24	12140	$ 951.86
HOMETOWN HARDWARE	03/28/24	12122	$ 38.96
SCHMIDT FUNERAL HOME	03/28/24	12125	$ 1,175.00
WELLS FARGO VENDOR FINANCIAL SERVICES, LLC	03/28/24	12143	$ 176.43
WENDY M ELLIOT, PHD, ABPP	03/28/24	12144	$ 1,275.00
AMERICAN FIRE SYSTEMS INC.	04/01/24	12158	$ 2,144.80
AT&T MOBILITY	04/01/24	12178	$ 169.35
HARRIS COUNTY RADIO SERVICES	04/01/24	12187	$ 30.00
HOMETOWN HARDWARE	04/01/24	12152	$ 29.85
HOMETOWN HARDWARE	04/01/24	12164	$ 12.99
KIMBALL MIDWEST	04/01/24	12157	$ 118.76
SKELTON BUSINESS EQUIPMENT	04/01/24	12156	$ 234.00
VERIZON WIRELESS	04/01/24	12176	$ 37.99

Treasurer's Record of Unpaid Claims	As of	4/30/2024	
Vendors	Date Registered	Reg #	Amount Registered
BUCKEYE CLEANING CENTER	04/03/24	12215	$ 376.04
EDMONDS INSURANCE	04/03/24	12202	$ 350.00
HOMETOWN HARDWARE	04/03/24	12219	$ 51.97
HOMETOWN HARDWARE	04/03/24	12220	$ 32.98
HOMETOWN HARDWARE	04/03/24	12218	$ 18.99
JOHNSTONE SUPPLY	04/03/24	12226	$ 1,027.72
REPUBLIC SERVICES #473	04/03/24	12201	$ 306.89
ROCA CLEANING SERVICES	04/03/24	12190	$ 300.00
ROCA CLEANING SERVICES	04/03/24	12189	$ 450.00
STEVENSON ENTERPRISES	04/03/24	12227	$ 1,424.42
AMAZON CAPITAL SERVICES	04/04/24	12246	$ 126.85
AMAZON CAPITAL SERVICES	04/04/24	12248	$ 138.86
BROOKSHIRE HARDWARE	04/04/24	12238	$ 173.51
DOCUMENT LOGISTIX LLC	04/04/24	12242	$ 18,337.55
FORT BEND MEDICAL EXAMINER	04/04/24	12232	$ 5,200.00
ODP BUSINESS SOLUTIONS, LLC	04/04/24	12239	$ 215.83
ODP BUSINESS SOLUTIONS, LLC	04/04/24	12240	$ 79.78
ODP BUSINESS SOLUTIONS, LLC	04/04/24	12236	$ 78.98
ODP BUSINESS SOLUTIONS, LLC	04/04/24	12234	$ 67.80
ODP BUSINESS SOLUTIONS, LLC	04/04/24	12235	$ 21.57
HOMETOWN HARDWARE	04/05/24	12275	$ 114.54
HOMETOWN HARDWARE	04/05/24	12280	$ 330.69
HOMETOWN HARDWARE	04/05/24	12283	$ 74.97
HOMETOWN HARDWARE	04/05/24	12282	$ 29.96
HOMETOWN HARDWARE	04/05/24	12277	$ 15.92
HOMETOWN HARDWARE	04/05/24	12276	$ 5.97
TAC SECURITY	04/05/24	12289	$ 355.00
APPEL FORD MERCURY	04/08/24	12379	$ 6,047.49
AUSTIN COUNTY GLASS	04/08/24	12334	$ 1,726.00
BROOKSHIRE M.W.D.	04/08/24	12377	$ 67.58
ENTEC PEST MANAGEMENT	04/08/24	12300	$ 285.00
ENTEC PEST MANAGEMENT	04/08/24	12304	$ 190.00
ENTEC PEST MANAGEMENT	04/08/24	12301	$ 175.00
ENTEC PEST MANAGEMENT	04/08/24	12302	$ 125.00
ENTEC PEST MANAGEMENT	04/08/24	12306	$ 125.00
ENTEC PEST MANAGEMENT	04/08/24	12303	$ 90.00
ENTEC PEST MANAGEMENT	04/08/24	12305	$ 75.00
HOMETOWN HARDWARE	04/08/24	12372	$ 33.65
HOMETOWN HARDWARE	04/08/24	12309	$ 29.94
INNOVATIVE COMMUNICATION SYSTEMS	04/08/24	12310	$ 6,958.45
KIMBALL MIDWEST	04/08/24	12312	$ (164.16)
KING ARCHITECTURAL CONSULTING SERVICES PLLC	04/08/24	12365	$ 1,983.95
LJA ENGINEERING, INC	04/08/24	12358	$ 50.00
ODP BUSINESS SOLUTIONS, LLC	04/08/24	12366	$ 250.87
PCN STRATEGIES, INC.	04/08/24	12374	$ 131.72
QUADIENT LEASING USA, INC.	04/08/24	12330	$ 507.94
SCHMIDT FUNERAL HOME	04/08/24	12331	$ 1,125.00
THOMSON REUTERS-WEST	04/08/24	12342	$ 1,996.66
AMERICAN FIRE SYSTEMS INC.	04/09/24	12444	$ 495.00
AT&T MOBILITY	04/09/24	12403	$ 1,996.34
AT&T MOBILITY-CC	04/09/24	12437	$ 2,369.58
BLUE TO GOLD	04/09/24	12440	$ 450.00
BROOKSHIRE M.W.D	04/09/24	12401	$ 105.65
BROOKSHIRE M.W.D	04/09/24	12402	$ 106.28
BVCAA DBA BRYAN CS COMMUNITY ACTION AGENCY	04/09/24	12419	$ 33.95
CASA FOR KIDS	04/09/24	12399	$ 20.00
CASA FOR KIDS	04/09/24	12381	$ 120.00
CORRECTIONAL BEHAVIORAL HEALTH	04/09/24	12441	$ 2,050.00
GOTO TECHNOLOGIES USA, INC.	04/09/24	12433	$ 1,440.00
HOLIDAY INN & SUITES LAKE WORTH	04/09/24	12438	$ 634.45
HOMETOWN HARDWARE	04/09/24	12442	$ 106.95
HOMETOWN HARDWARE	04/09/24	12430	$ 220.03
INNOVATIVE COMMUNICATION SYSTEMS	04/09/24	12423	$ 175.00
INTERGRATED PRESCRIPTION MANAGEMENT	04/09/24	12420	$ 31.40
INTERGRATED PRESCRIPTION MANAGEMENT	04/09/24	12416	$ 150.00
JAMES, AUNDREAL	04/09/24	12405	$ 100.00
JENKINS INVESTIGATIONS	04/09/24	12424	$ 1,425.00
JOHNSTONE SUPPLY	04/09/24	12431	$ 122.02
JOHNSTONE SUPPLY	04/09/24	12432	$ 153.23
LATHON, NATEIDA	04/09/24	12413	$ 75.00
LOCAL LP-GAS INC.	04/09/24	12425	$ 48.00
MHHS HERMANN HOSPITAL	04/09/24	12417	$ 8,392.64
MICHAEL R. ARAMBULA, M.D., PHARM. D.	04/09/24	12426	$ 4,025.00
MIDCOAST MEDICAL CENTER (MCMC)	04/09/24	12418	$ 12.84

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MT. ZION CHRISTIAN METHODIST EPISCOPAL CHURCH	04/09/24	12414	$ 100.00
OMNIBASE SERVICES OF TEXAS, LP	04/09/24	12443	$ 72.00
QUILL CORPORATION	04/09/24	12407	$ 94.99
QUILL CORPORATION	04/09/24	12408	$ 89.99
RAIFORD, MAGGIE	04/09/24	12422	$ 54.27
RICOH USA, INC.	04/09/24	12397	$ 584.25
SEDALCO, INC.	04/09/24	12445	$ 5,952.00
SEDALCO, INC.	04/09/24	12446	$ 1,366,571.75
SMITH, PHILIPPA	04/09/24	12404	$ 100.00
SPARKLIGHT	04/09/24	12412	$ 1,061.86
SPARKLIGHT	04/09/24	12411	$ 629.24
STEINHAUSER'S	04/09/24	12435	$ 46.77
T.H.A.N.	04/09/24	12439	$ 300.00
TDCAA	04/09/24	12421	$ 100.00
TEXAS DEPARTMENT OF STATE HEALTH SERVICES	04/09/24	12428	$ 183.00
TRINITY SYSTEMS GROUP, INC.	04/09/24	12436	$ 4,789.31
UT PHYSICIANS	04/09/24	12427	$ 6.42
WALLER COUNTY CHILD WELFARE CHARITY	04/09/24	12382	$ 100.00
WALLER COUNTY CHILD WELFARE CHARITY	04/09/24	12400	$ 100.00
WALLER COUNTY EXPRESS	04/09/24	12429	$ 1,353.00
WALLER COUNTY PAINT &BODY SHOP & STORAGE	04/09/24	12410	$ 2,954.24
XEROX CORPORATION	04/09/24	12395	$ 148.25
XEROX CORPORATION	04/09/24	12392	$ 170.69
XEROX CORPORATION	04/09/24	12388	$ 175.10
XEROX CORPORATION	04/09/24	12383	$ 180.75
XEROX CORPORATION	04/09/24	12434	$ 190.92
XEROX CORPORATION	04/09/24	12396	$ 190.97
XEROX CORPORATION	04/09/24	12409	$ 192.11
XEROX CORPORATION	04/09/24	12389	$ 196.31
XEROX CORPORATION	04/09/24	12385	$ 197.78
XEROX CORPORATION	04/09/24	12391	$ 234.47
XEROX CORPORATION	04/09/24	12393	$ 244.70
XEROX CORPORATION	04/09/24	12386	$ 252.88
XEROX CORPORATION	04/09/24	12390	$ 267.82
XEROX CORPORATION	04/09/24	12387	$ 285.75
XEROX CORPORATION	04/09/24	12394	$ 384.11
XEROX CORPORATION	04/09/24	12384	$ 358.61
ALPHA TESTING, LLC	04/10/24	12523	$ 9,175.00
ALPHA TESTING, LLC	04/10/24	12522	$ 908.00
ALSCO UNIFORMS	04/10/24	12514	$ 55.00
ALSCO UNIFORMS	04/10/24	12451	$ 299.21
GALLEGOS, IVAN	04/10/24	12452	$ 100.00
HOMETOWN HARDWARE	04/10/24	12529	$ 6.37
HOMETOWN HARDWARE	04/10/24	12489	$ 2.40
HOMETOWN HARDWARE	04/10/24	12488	$ 80.55
HOMETOWN HARDWARE	04/10/24	12450	$ 15.58
INGRAM LIBRARY SERVICES	04/10/24	12525	$ 15.36
INGRAM LIBRARY SERVICES	04/10/24	12526	$ 31.27
INGRAM LIBRARY SERVICES	04/10/24	12527	$ 463.78
JPATS/USMS	04/10/24	12520	$ 2,643.00
JPATS/USMS	04/10/24	12519	$ 2,670.00
LINEBARGER, GOGGAN, BLAIR, & SAMPSON, LLP	04/10/24	12449	$ 1,400.00
MCCALL, ROSS	04/10/24	12453	$ 323.83
MEWIS, TONYA	04/10/24	12531	$ 29.88
NAPA AUTO PARTS	04/10/24	12456	$ (72.00)
NAPA AUTO PARTS	04/10/24	12478	$ 1.00
NAPA AUTO PARTS	04/10/24	12476	$ 10.42
NAPA AUTO PARTS	04/10/24	12483	$ 14.68
NAPA AUTO PARTS	04/10/24	12463	$ 19.99
NAPA AUTO PARTS	04/10/24	12480	$ 21.99
NAPA AUTO PARTS	04/10/24	12482	$ 26.36
NAPA AUTO PARTS	04/10/24	12464	$ 32.99
NAPA AUTO PARTS	04/10/24	12486	$ 39.56
NAPA AUTO PARTS	04/10/24	12474	$ 39.96
NAPA AUTO PARTS	04/10/24	12479	$ 39.99
NAPA AUTO PARTS	04/10/24	12467	$ 55.45
NAPA AUTO PARTS	04/10/24	12472	$ 55.49
NAPA AUTO PARTS	04/10/24	12475	$ 61.92
NAPA AUTO PARTS	04/10/24	12487	$ 64.00
NAPA AUTO PARTS	04/10/24	12470	$ 70.44
NAPA AUTO PARTS	04/10/24	12477	$ 79.97
NAPA AUTO PARTS	04/10/24	12468	$ 96.65
NAPA AUTO PARTS	04/10/24	12481	$ 113.88
NAPA AUTO PARTS	04/10/24	12462	$ 122.83

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NAPA AUTO PARTS	04/10/24	12461	$ 151.13
NAPA AUTO PARTS	04/10/24	12484	$ 151.92
NAPA AUTO PARTS	04/10/24	12465	$ 169.99
NAPA AUTO PARTS	04/10/24	12485	$ 172.99
NAPA AUTO PARTS	04/10/24	12466	$ 214.99
NAPA AUTO PARTS	04/10/24	12473	$ 256.74
NAPA AUTO PARTS	04/10/24	12459	$ 299.98
NAPA AUTO PARTS	04/10/24	12457	$ 310.52
NAPA AUTO PARTS	04/10/24	12469	$ 332.21
NAPA AUTO PARTS	04/10/24	12458	$ 345.80
NAPA AUTO PARTS	04/10/24	12471	$ 398.05
NAPA AUTO PARTS	04/10/24	12460	$ 771.00
O'REILLY AUTO PARTS	04/10/24	12491	$ 4.59
O'REILLY AUTO PARTS	04/10/24	12496	$ 9.49
O'REILLY AUTO PARTS	04/10/24	12501	$ 16.78
O'REILLY AUTO PARTS	04/10/24	12498	$ 18.52
O'REILLY AUTO PARTS	04/10/24	12499	$ 22.19
O'REILLY AUTO PARTS	04/10/24	12490	$ 22.62
O'REILLY AUTO PARTS	04/10/24	12502	$ 24.00
O'REILLY AUTO PARTS	04/10/24	12503	$ 24.00
O'REILLY AUTO PARTS	04/10/24	12493	$ 34.47
O'REILLY AUTO PARTS	04/10/24	12504	$ 42.02
O'REILLY AUTO PARTS	04/10/24	12500	$ 42.07
O'REILLY AUTO PARTS	04/10/24	12497	$ 62.61
O'REILLY AUTO PARTS	04/10/24	12505	$ 85.95
O'REILLY AUTO PARTS	04/10/24	12495	$ 86.92
O'REILLY AUTO PARTS	04/10/24	12494	$ 89.97
O'REILLY AUTO PARTS	04/10/24	12492	$ 436.06
OWEN RALSTON, JR	04/10/24	12448	$ 350.00
PERDUE, BRANDON, FIELDER, COLLINS & MOTT, LLP	04/10/24	12447	$ 4,730.00
POWERDMS, INC.	04/10/24	12521	$ 14,859.10
QUADIENT, INC.	04/10/24	12515	$ 420.54
QUIDDITY ENGINEERING, LLC	04/10/24	12532	$ 1,687.50
QUILL CORPORATION	04/10/24	12518	$ 428.38
RICOH USA, INC.	04/10/24	12530	$ 66.18
SPARKLIGHT	04/10/24	12455	$ 71.93
ULINE SHIPPING SUPPLY SPECIALISTS	04/10/24	12517	$ 909.39
ULINE SHIPPING SUPPLY SPECIALISTS	04/10/24	12524	$ 1,414.20
WALLER COUNTY PAINT & BODY SHOP & STORAGE	04/10/24	12507	$ 7.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	04/10/24	12508	$ 7.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	04/10/24	12509	$ 7.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	04/10/24	12510	$ 7.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	04/10/24	12511	$ 7.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	04/10/24	12512	$ 7.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	04/10/24	12513	$ 7.00
WINSLOW, DEBBIE	04/10/24	12454	$ 102.95
WINZER	04/10/24	12528	$ 947.10
XEROX CORPORATION	04/10/24	12516	$ 512.07
ALPHAGRAPHICS	04/11/24	12572	$ 442.66
ALSCO UNIFORMS	04/11/24	12569	$ 299.21
ENTEC PEST MANAGEMENT	04/11/24	12561	$ 430.00
ENTEC PEST MANAGEMENT	04/11/24	12560	$ 135.00
ENTEC PEST MANAGEMENT	04/11/24	12558	$ 125.00
ENTEC PEST MANAGEMENT	04/11/24	12559	$ 115.00
GREAT SOUTHERN STABILIZED, LLC	04/11/24	12552	$ 2,815.88
HOMETOWN HARDWARE	04/11/24	12562	$ 53.99
HOMETOWN HARDWARE	04/11/24	12548	$ 6.99
JARVIS TIRE AND WHEEL LLC	04/11/24	12553	$ 502.00
JONES, CAROLINE	04/11/24	12556	$ 127.00
KING RANCH AG & TURF	04/11/24	12555	$ 101.55
KING RANCH AG & TURF	04/11/24	12554	$ (16.00)
LAGARCE, LARRY TRAVIS	04/11/24	12573	$ 397.50
NORTHERN SAFETY CO, INC	04/11/24	12546	$ 110.62
PETROLEUM TRADERS CORPORATION	04/11/24	12549	$ 21,927.57
PRECISION PRINTING	04/11/24	12565	$ 20.01
PRECISION PRINTING	04/11/24	12566	$ 30.00
PRECISION PRINTING	04/11/24	12564	$ 45.59
PRECISION PRINTING	04/11/24	12563	$ 101.16
QUILL CORPORATION	04/11/24	12547	$ 39.99
RECOVERY MONITORING SOLUTIONS, LLC	04/11/24	12533	$ 110.00
RECOVERY MONITORING SOLUTIONS, LLC	04/11/24	12534	$ 110.00
RECOVERY MONITORING SOLUTIONS, LLC	04/11/24	12535	$ 110.00
RECOVERY MONITORING SOLUTIONS, LLC	04/11/24	12542	$ 310.00
RECOVERY MONITORING SOLUTIONS, LLC	04/11/24	12543	$ 310.00

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RECOVERY MONITORING SOLUTIONS, LLC	04/11/24	12544	$ 310.00
RECOVERY MONITORING SOLUTIONS, LLC	04/11/24	12536	$ 341.00
RECOVERY MONITORING SOLUTIONS, LLC	04/11/24	12537	$ 341.00
RECOVERY MONITORING SOLUTIONS, LLC	04/11/24	12538	$ 341.00
RECOVERY MONITORING SOLUTIONS, LLC	04/11/24	12539	$ 341.00
RECOVERY MONITORING SOLUTIONS, LLC	04/11/24	12540	$ 341.00
RECOVERY MONITORING SOLUTIONS, LLC	04/11/24	12541	$ 341.00
ROBISON, GARY	04/11/24	12568	$ 100.00
SCHMIDT FUNERAL HOME	04/11/24	12570	$ 1,175.00
STATE COMPTROLLER	04/11/24	12571	$ 25.00
TEXAS A&M AGRILIFE EXTENSION SERVICE	04/11/24	12567	$ 30.36
UTILITY ASSOCIATES INC	04/11/24	12574	$ 108,221.00
WALLER COUNTY ASPHALT	04/11/24	12551	$ 3,188.85
WALLER COUNTY ASPHALT	04/11/24	12550	$ 11,118.45
WALLER COUNTY PAINT & BODY SHOP & STORAGE	04/11/24	12575	$ 85.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	04/11/24	12576	$ 135.00
XEROX CORPORATION	04/11/24	12545	$ 181.57
AUSTIN EDUCATION	04/12/24	12597	$ 1,100.00
AUSTIN EDUCATION	04/12/24	12596	$ 1,210.00
AUSTIN EDUCATION	04/12/24	12595	$ 1,705.00
CITY OF PRAIRIE VIEW	04/12/24	12590	$ (43.80)
DRURY INN & SUITES AUSTIN NORTH	04/12/24	12604	$ 789.70
ENTEC PEST MANAGEMENT	04/12/24	12581	$ 140.00
ENTERPRISE FM TRUST	04/12/24	12591	$ 85,136.34
HARDY, CHARLESTON	04/12/24	12598	$ 259.74
HOMETOWN HARDWARE	04/12/24	12578	$ 21.17
HOUSTON FREIGHTLINER & WESTERN STAR	04/12/24	12585	$ 226.62
HOUSTON FREIGHTLINER & WESTERN STAR	04/12/24	12586	$ 226.62
HOUSTON FREIGHTLINER & WESTERN STAR	04/12/24	12587	$ 483.00
OMNIBASE SERVICES OF TEXAS, LP	04/12/24	12583	$ 462.00
PERDUE, BRANDON, FIELDER, COLLINS & MOTT, LLP	04/12/24	12582	$ 690.46
QUADIENT	04/12/24	12589	$ 147.71
QUILL CORPORATION	04/12/24	12600	$ 26.28
QUILL CORPORATION	04/12/24	12601	$ 135.91
QUILL CORPORATION	04/12/24	12577	$ 52.68
STEINHAUSER'S	04/12/24	12593	$ 52.25
THE HOME DEPOT	04/12/24	12592	$ 905.32
THE HOME DEPOT	04/12/24	12588	$ 169.00
THOMSON REUTERS	04/12/24	12579	$ 221.00
THOMSON REUTERS	04/12/24	12580	$ 1,504.00
TRACK GROUP	04/12/24	12594	$ 410.25
VERIZON WIRELESS	04/12/24	12599	$ 151.96
VITAL, DOMANIQUE	04/12/24	12603	$ 35.71
VITAL, DOMANIQUE	04/12/24	12602	$ 44.49
AMBASSADOR SERVICES LLC	04/15/24	12622	$ 3,161.51
APPEL FORD MERCURY	04/15/24	12610	$ 1,561.05
AT&T MOBILITY	04/15/24	12608	$ 2,361.69
CANTO, NICK	04/15/24	12623	$ 5,000.00
CIRRO ENERGY	04/15/24	12621	$ 38.04
CITIBANK, N.A.	04/15/24	12645	$ 5,618.88
DIRECT ENERGY BUSINESS, LLC	04/15/24	12644	$ 22.76
FED EX	04/15/24	12626	$ 14.72
FORD, RUSSELL	04/15/24	12633	$ 65.66
FORD, RUSSELL	04/15/24	12632	$ 87.77
FORD, RUSSELL	04/15/24	12634	$ 383.97
HILTON FORT WORTH	04/15/24	12629	$ 601.24
HILTON FORT WORTH	04/15/24	12627	$ 801.65
HOMETOWN HARDWARE	04/15/24	12624	$ 141.87
HOMETOWN HARDWARE	04/15/24	12638	$ 497.00
INDEPENDENT HEALTH SERVICES	04/15/24	12616	$ 2,939.30
JARVIS TIRE AND WHEEL LLC	04/15/24	12618	$ 1,568.40
JARVIS TIRE AND WHEEL LLC	04/15/24	12617	$ 1,646.40
NAPA AUTO PARTS	04/15/24	12635	$ 28.60
NAPA AUTO PARTS	04/15/24	12636	$ 302.26
NAPA AUTO PARTS	04/15/24	12637	$ 381.58
OMNI CORPUS CHRISTI HOTEL	04/15/24	12605	$ 382.20
OMNIBASE SERVICES OF TEXAS, LP	04/15/24	12640	$ 36.00
OMNIBASE SERVICES OF TEXAS, LP	04/15/24	12639	$ 222.00
O'REILLY AUTO PARTS	04/15/24	12619	$ 36.28
O'REILLY AUTO PARTS	04/15/24	12620	$ 396.08
PEAN, ROBIN	04/15/24	12643	$ 27.06
QUILL CORPORATION	04/15/24	12615	$ 33.60
QUILL CORPORATION	04/15/24	12613	$ 96.88
QUILL CORPORATION	04/15/24	12614	$ 106.79

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SAM HOUSTON STATE UNIVERSITY - CMIT	04/15/24	12606	$ 265.00
TEXAS ASSOCIATION OF COUNTIES	04/15/24	12628	$ 230.00
TEXAS ASSOCIATION OF COUNTIES	04/15/24	12630	$ 230.00
TEXAS ASSOCIATION OF COUNTIES	04/15/24	12647	$ 275.00
TEXAS ASSOCIATION OF COUNTIES	04/15/24	12641	$ 290.00
TEXAS ASSOCIATION OF COUNTIES	04/15/24	12642	$ 290.00
TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL	04/15/24	12646	$ 2,900.00
THE TEXAS JUVENILE JUSTICE DEPARTMENT	04/15/24	12607	$ 50.00
TRINITY SERVICES GROUP, INC.	04/15/24	12611	$ 692.61
TRINITY SERVICES GROUP, INC.	04/15/24	12612	$ 4,816.93
TYLER TECHNOLOGIES, INC	04/15/24	12609	$ 500.00
WATKINS, KRYSTAL	04/15/24	12631	$ 151.18
WILLIAMS SCOTSMAN, INC.	04/15/24	12625	$ 3,914.20
QUADIENT, INC.	04/16/24	12648	$ 154.85
COFIELD, CLARA	04/18/24	12656	$ 54.11
ENTEC PEST MANAGEMENT	04/18/24	12657	$ 425.00
GOODSPEED, ROBERT JP	04/18/24	12655	$ 586.24
GRIMCO	04/18/24	12660	$ 1,514.69
MCKERLEY, CARRIE M.	04/18/24	12650	$ 60.00
MCKERLEY, CARRIE M.	04/18/24	12661	$ 300.00
MCKERLEY, CARRIE M.	04/18/24	12649	$ 375.00
MOFFITT HOLDINGS, LLC	04/18/24	12654	$ 4,000.00
QULL CORPORATION	04/18/24	12653	$ 72.06
QULL CORPORATION	04/18/24	12652	$ 103.47
QULL CORPORATION	04/18/24	12651	$ 129.37
VERIZON WIRELESS	04/18/24	12658	$ 648.07
XEROX BUSINESS SOLUTIONS	04/18/24	12659	$ 118.75
AMERICAN PATRIOT INDUSTRIES, INC	04/19/24	12702	$ 2,594.30
AMERICAN PATRIOT INDUSTRIES, INC	04/19/24	12701	$ 1,351.44
AMERICAN PATRIOT INDUSTRIES, INC	04/19/24	12700	$ 1,099.44
CALDWELL COUNTRY CHEVROLET	04/19/24	12693	$ 347,110.00
CRAVENS BELLVILLE OFFICE SUPPLY	04/19/24	12677	$ 89.75
GALLS, LLC	04/19/24	12695	$ 35.00
GALLS, LLC	04/19/24	12696	$ 303.98
HOMETOWN HARDWARE	04/19/24	12685	$ 24.99
HOMETOWN HARDWARE	04/19/24	12686	$ 63.98
HOMETOWN HARDWARE	04/19/24	12684	$ 74.96
HOMETOWN HARDWARE	04/19/24	12687	$ 603.76
HOMETOWN HARDWARE	04/19/24	12681	$ 219.00
HOMETOWN HARDWARE	04/19/24	12683	$ 128.97
HOMETOWN HARDWARE	04/19/24	12688	$ 87.46
HOMETOWN HARDWARE	04/19/24	12682	$ 8.58
NAPA AUTO PARTS	04/19/24	12664	$ 9.98
NAPA AUTO PARTS	04/19/24	12667	$ 41.30
NAPA AUTO PARTS	04/19/24	12665	$ 44.99
NAPA AUTO PARTS	04/19/24	12671	$ 101.95
NAPA AUTO PARTS	04/19/24	12673	$ 106.66
NAPA AUTO PARTS	04/19/24	12666	$ 137.48
NAPA AUTO PARTS	04/19/24	12672	$ 195.16
NAPA AUTO PARTS	04/19/24	12670	$ 350.64
NAPA AUTO PARTS	04/19/24	12669	$ 373.19
NAPA AUTO PARTS	04/19/24	12663	$ 642.50
NAPA AUTO PARTS	04/19/24	12668	$ 1,333.20
NAPA AUTO PARTS	04/19/24	12674	$ 1,524.96
NAPA AUTO PARTS	04/19/24	12662	$ 8,999.10
O'REILLY AUTO PARTS	04/19/24	12699	$ 19.98
O'REILLY AUTO PARTS	04/19/24	12698	$ 25.98
QUILL CORPORATION	04/19/24	12697	$ 39.09
ROCA CLEANING SERVICES	04/19/24	12675	$ 450.00
ROCA CLEANING SERVICES	04/19/24	12676	$ 450.00
STEINHAUSER'S	04/19/24	12679	$ 67.99
STEINHAUSER'S	04/19/24	12680	$ 67.99
STEINHAUSER'S	04/19/24	12678	$ 111.98
THE ANCHOR GROUP, INC.	04/19/24	12704	$ 405.00
USPS POC	04/19/24	12703	$ 4,000.00
VICTORY SUPPLY, LLC	04/19/24	12694	$ 818.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	04/19/24	12689	$ 7.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	04/19/24	12690	$ 7.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	04/19/24	12692	$ 7.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	04/19/24	12691	$ 344.48
ALSCO UNIFORMS	04/22/24	12754	$ 296.81
ATRON SOLUTIONS, LLC	04/22/24	12759	$ 10,386.42
BARCODES INC	04/22/24	12770	$ 101.98
BECKENDORFF, JUSTIN	04/22/24	12725	$ 46.90

Treasurer's Record of Unpaid Claims	As of	4/30/2024	
Vendors	Date Registered	Reg #	Amount Registered
BIG TEX TRUCKFITTERS	04/22/24	12736	$ 875.00
BIG TEX TRUCKFITTERS	04/22/24	12735	$ 1,149.00
BRAZOS VALLEY COUNCIL OF GOVERNMENTS	04/22/24	12780	$ 7,500.00
BUCKEYE CLEANING CENTER	04/22/24	12726	$ 1,198.50
BURKHALTER, LISA	04/22/24	12708	$ 14.34
C&C SPORTS APPAREL	04/22/24	12709	$ 155.00
CANON FINANCIAL SERVICES, INC	04/22/24	12745	$ 545.11
CELLEBRITE, INC.	04/22/24	12756	$ 6,900.00
CINTAS CORPORATION	04/22/24	12731	$ 54.62
CLAY'S MORTUARY & CREMATIONS	04/22/24	12714	$ 500.00
COP STOP	04/22/24	12779	$ 195.00
DELL	04/22/24	12717	$ 2,211.77
DEPARTMENT OF INFORMATION RESOURCES	04/22/24	12724	$ 440.02
DIRECT ENERGY BUSINESS, LLC	04/22/24	12751	$ 108.36
DIRECT ENERGY BUSINESS, LLC	04/22/24	12750	$ 138.75
DIRECT ENERGY BUSINESS, LLC	04/22/24	12749	$ 294.41
DIRECTV	04/22/24	12783	$ 164.98
EDWARDS, DORIS	04/22/24	12762	$ 100.00
FORT BEND COUNTY	04/22/24	12722	$ 11,371.00
FORT BEND COUNTY	04/22/24	12740	$ 13,650.00
FOWLKES, GREG	04/22/24	12753	$ 64.95
HAYS COUNTY JUVENILE CENTER	04/22/24	12782	$ 15.75
HILCO METAL ROOFING SUPPLY	04/22/24	12730	$ 462.52
ICS JAIL SUPPLIES, INC.	04/22/24	12710	$ 2,291.89
INGRAM LIBRARY SERVICES	04/22/24	12757	$ 193.05
JARVIS TIRE AND WHEEL LLC	04/22/24	12733	$ 651.76
JK GRAPHICS, INC.	04/22/24	12718	$ 316.00
JOHNSTONE SUPPLY	04/22/24	12766	$ 818.85
JOHNSTONE SUPPLY	04/22/24	12768	$ 77.98
JOHNSTONE SUPPLY	04/22/24	12767	$ (74.40)
KIMBALL MIDWEST	04/22/24	12723	$ 3,547.11
KYLE OFFICE PRODUCTS	04/22/24	12763	$ 302.50
LANDSDOWNE-MOODY CO., INC	04/22/24	12738	$ 1,360.30
LANDSDOWNE-MOODY CO., INC	04/22/24	12739	$ 1,441.72
LAROCHE	04/22/24	12734	$ 100.10
LEGACY WASTE SERVICES, LLC	04/22/24	12711	$ 860.80
MCCULLOUGH, STACIE	04/22/24	12712	$ 755.30
MONTGOMERY COUNTY JUVENILE DEPT.	04/22/24	12755	$ 3,400.00
MUNDY, SHEILA	04/22/24	12758	$ 41.54
MUSTANG CAT	04/22/24	12769	$ 1,845.03
NETPROTEC LLC	04/22/24	12748	$ 600.00
ODP BUSINESS SOLUTIONS, LLC	04/22/24	12746	$ 246.03
ODP BUSINESS SOLUTIONS, LLC	04/22/24	12747	$ 187.85
ORIENTAL TRADING CO., INC.	04/22/24	12732	$ 137.70
PERDUE, BRANDON, FIELDER, COLLINS & MOTT, LLP	04/22/24	12744	$ 4,558.52
QUADIENT, INC.	04/22/24	12764	$ 141.11
QUILL CORPORATION	04/22/24	12706	$ 27.99
QUILL CORPORATION	04/22/24	12705	$ 61.74
QUILL CORPORATION	04/22/24	12707	$ 399.90
S.T.E.D., INC.	04/22/24	12737	$ 637.57
SARGENT, JOAN	04/22/24	12713	$ 407.17
SCHMIDT FUNERAL HOME	04/22/24	12752	$ 1,175.00
SPARKLIGHT	04/22/24	12721	$ 120.93
SPARKLIGHT	04/22/24	12719	$ 455.93
SPARKLIGHT	04/22/24	12720	$ 182.25
TEXAS A&M AGRILIFE EXTENSION SERVICE	04/22/24	12775	$ 65.00
TEXAS ASSOCIATION OF COUNTIES	04/22/24	12771	$ 45.00
TEXAS ASSOCIATION OF COUNTIES	04/22/24	12773	$ 45.00
TEXAS ASSOCIATION OF COUNTIES	04/22/24	12774	$ 45.00
TEXAS ASSOCIATION OF COUNTIES	04/22/24	12772	$ 70.00
TEXAS ASSOCIATION OF COUNTIES	04/22/24	12743	$ 275.00
TRINITY SERVICES GROUP, INC.	04/22/24	12776	$ 25.89
TRINITY SERVICES GROUP, INC.	04/22/24	12777	$ 174.49
TRINITY SERVICES GROUP, INC.	04/22/24	12778	$ 4,960.55
VERIZON WIRELESS	04/22/24	12741	$ 299.00
VERIZON WIRELESS	04/22/24	12742	$ 1,050.17
VERIZON WIRELESS	04/22/24	12761	$ (37.99)
WADE SPRINKLER SERVICES	04/22/24	12781	$ 3,950.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	04/22/24	12765	$ 939.00
WALLER COUNTY TAX OFFICE	04/22/24	12715	$ 15.00
WALLER COUNTY TRACTOR LLC	04/22/24	12729	$ 448.95
WAUKESHA-PEARCE INDUSTRIES, INC.	04/22/24	12716	$ 554.75
WOOLSEY, KAREN	04/22/24	12727	$ 53.60
WORKPLACE PRO	04/22/24	12728	$ 103.65

Treasurer's Record of Unpaid Claims	As of	4/30/2024	
Vendors	Date Registered	Reg #	Amount Registered
ZAVALA, IRMA	04/22/24	12760	$ 545.00
ALSCO UNIFORMS	04/23/24	12791	$ 55.00
BARCODES INC	04/23/24	12810	$ 165.48
BLUEBONNET HERB FARMS	04/23/24	12794	$ 315.00
BREWER, RONI	04/23/24	12800	$ 894.29
C&G WHOLESALE	04/23/24	12808	$ 2,967.00
C&G WHOLESALE	04/23/24	12806	$ 1,131.47
C&G WHOLESALE	04/23/24	12804	$ 594.83
C&G WHOLESALE	04/23/24	12807	$ 264.90
C&G WHOLESALE	04/23/24	12809	$ 176.96
C&G WHOLESALE	04/23/24	12805	$ 15.96
DIRECT ENERGY BUSINESS, LLC	04/23/24	12825	$ 19.62
DIRECT ENERGY BUSINESS, LLC	04/23/24	12812	$ 1,463.31
ENVIROMENTAL SYSTEMS RESEARCH INSTITUTE, INC.	04/23/24	12790	$ 804.78
GREAT SOUTHERN STABILIZED, LLC	04/23/24	12789	$ 578.51
HD SUPPLY FACILITIES MAINTENCE, LTD.	04/23/24	12814	$ 424.00
HEATH, TRAVIS	04/23/24	12793	$ 100.00
HOMETOWN HARDWARE	04/23/24	12799	$ 185.83
HOMETOWN HARDWARE	04/23/24	12811	$ 130.87
HOMETOWN HARDWARE	04/23/24	12786	$ 105.24
HOMETOWN HARDWARE	04/23/24	12803	$ 19.58
INGRAM LIBRARY SERVICES	04/23/24	12784	$ 15.37
JENNIFER L. ROCKETT, PHD, PLLC	04/23/24	12785	$ 800.00
MOFFITT SERVICES	04/23/24	12792	$ 4,000.00
NORTHERN SAFETY CO, INC	04/23/24	12788	$ 132.20
ODP BUSINESS SOLUTIONS, LLC	04/23/24	12818	$ 329.38
ODP BUSINESS SOLUTIONS, LLC	04/23/24	12822	$ 264.25
ODP BUSINESS SOLUTIONS, LLC	04/23/24	12816	$ 85.18
ODP BUSINESS SOLUTIONS, LLC	04/23/24	12820	$ 76.85
ODP BUSINESS SOLUTIONS, LLC	04/23/24	12817	$ 66.44
ODP BUSINESS SOLUTIONS, LLC	04/23/24	12821	$ 43.05
ODP BUSINESS SOLUTIONS, LLC	04/23/24	12815	$ 35.15
ODP BUSINESS SOLUTIONS, LLC	04/23/24	12819	$ 16.62
RICOH USA, INC.	04/23/24	12824	$ 650.60
SAN BERNARD ELECTRIC CO-OP	04/23/24	12826	$ 249.15
SAN BERNARD ELECTRIC CO-OP	04/23/24	12823	$ 1,300.76
SIMON, DANIELLE	04/23/24	12801	$ 966.03
TEXAS ASSOCIATION OF COUNTIES	04/23/24	12798	$ 70.00
TURNER, PIERCE, & FULTZ, INC.	04/23/24	12787	$ 60.00
VERIZON WIRELESS	04/23/24	12813	$ 199.95
WATERS, DAWN	04/23/24	12802	$ 519.86
WAUKESHA-PEARCE INDUSTRIES, INC.	04/23/24	12797	$ 675.00
WAUKESHA-PEARCE INDUSTRIES, INC.	04/23/24	12796	$ 586.04
WAUKESHA-PEARCE INDUSTRIES, INC.	04/23/24	12795	$ 556.29
ALSCO UNIFORMS	04/24/24	12842	$ 294.46
BECKWORTH, BENJAMIN	04/24/24	12844	$ 810.00
BOEHNKE, MIKE	04/24/24	12837	$ 1,097.19
DISA, INC.	04/24/24	12845	$ 42.50
DOUBLE TREE BY HILTON SAN ANTONIO NORTHWEST	04/24/24	12838	$ 929.13
DOUBLE TREE BY HILTON SAN ANTONIO NORTHWEST	04/24/24	12843	$ 929.13
DOUBLE TREE BY HILTON SAN ANTONIO NORTHWEST	04/24/24	12839	$ 882.74
EDMONDS INSURANCE AGENCY	04/24/24	12867	$ 500.00
HALFF ASSOCIATES, INC	04/24/24	12834	$ 5,242.10
HAYS COUNTY TREASURER	04/24/24	12852	$ 9,300.00
HOMETOWN HARDWARE	04/24/24	12847	$ 301.91
HOMETOWN HARDWARE	04/24/24	12848	$ 56.54
HOMETOWN HARDWARE	04/24/24	12854	$ 49.98
HOMETOWN HARDWARE	04/24/24	12853	$ 6.99
HOMETOWN HARDWARE	04/24/24	12858	$ 6.99
LAW ENFORCEMENT SYSTEMS, INC.	04/24/24	12864	$ 192.00
LOW VOLTAGE SECURITY SOLUTIONS LLC	04/24/24	12859	$ 900.00
LOW VOLTAGE SECURITY SOLUTIONS LLC	04/24/24	12860	$ 900.00
LOW VOLTAGE SECURITY SOLUTIONS LLC	04/24/24	12861	$ 900.00
LOW VOLTAGE SECURITY SOLUTIONS LLC	04/24/24	12862	$ 900.00
LOW VOLTAGE SECURITY SOLUTIONS LLC	04/24/24	12863	$ 839.40
MONTGOMERY COUNTY JUVENILE DEPT.	04/24/24	12851	$ 2,100.00
NAPA AUTO PARTS	04/24/24	12835	$ 244.84
NAPA AUTO PARTS	04/24/24	12836	$ 21.32
NEXT STEP COUNSELING & EDUCATION CENTER	04/24/24	12868	$ 1,185.89
SAFETY-KLEEN SYSTEMS, INC.	04/24/24	12866	$ 755.13
SAN BERNARD ELECTRIC CO-OP	04/24/24	12830	$ 123.63
SAN BERNARD ELECTRIC CO-OP	04/24/24	12832	$ 194.96
SAN BERNARD ELECTRIC CO-OP	04/24/24	12828	$ 219.88
SAN BERNARD ELECTRIC CO-OP	04/24/24	12827	$ 291.73

Treasurer's Record of Unpaid Claims	As of	4/30/2024	
Vendors	Date Registered	Reg #	Amount Registered
SAN BERNARD ELECTRIC CO-OP	04/24/24	12831	$ 314.49
SAN BERNARD ELECTRIC CO-OP	04/24/24	12829	$ 331.33
SAN BERNARD ELECTRIC CO-OP	04/24/24	12833	$ 12,746.89
SPARKLETTS & SIERRA SPRINGS	04/24/24	12865	$ 78.44
STEINHAUSER'S	04/24/24	12856	$ 74.97
STEINHAUSER'S	04/24/24	12855	$ 16.59
STEPHENS & FLOWERS FUNERALS & CREMATIONS	04/24/24	12857	$ 1,300.00
TEXAS GANG INVESTIGATION ASSOCIATION	04/24/24	12840	$ 1,425.00
THOMSON REUTERS	04/24/24	12849	$ 1,504.00
THOMSON REUTERS	04/24/24	12850	$ 211.00
VICTORIA COUNTY JUVENILE SERVICES	04/24/24	12841	$ 6,200.00
XEROX FINANCIAL SERVICES	04/24/24	12846	$ 179.00
5M LEGACY PROPERTIES	04/25/24	12873	$ 3,575.00
CLEVELAND ASPHALT PRODUCTS, INC	04/25/24	12880	$ 5,512.43
COURTYARD FORTWORTH	04/25/24	12871	$ 1,032.07
EDMONDS INSURANCE AGENCY	04/25/24	12883	$ 50.00
FAMILY TIES	04/25/24	12884	$ 15,000.00
FEDEX	04/25/24	12870	$ 83.01
HAEVISCHER, LAUREN	04/25/24	12878	$ 235.00
HOMETOWN HARDWARE	04/25/24	12869	$ 326.38
HOMETOWN HARDWARE	04/25/24	12877	$ 217.98
HOMETOWN HARDWARE	04/25/24	12876	$ 164.00
HOMETOWN HARDWARE	04/25/24	12875	$ 33.96
HOMETOWN HARDWARE	04/25/24	12874	$ 21.99
LJA ENGINEERING	04/25/24	12881	$ 100.00
LJA ENGINEERING	04/25/24	12882	$ 50.00
MARINO, BRENDA	04/25/24	12885	$ 130.23
TEXAS ASSOCIATION OF COUNTIES	04/25/24	12872	$ 290.00
WHITTMORE, SEAN	04/25/24	12879	$ 240.00
AMBASSADOR SERVICES LLC	04/29/24	12888	$ 2,907.83
APPEL FORD MERCURY	04/29/24	12914	$ 3,880.46
APPEL FORD MERCURY	04/29/24	12913	$ 554.27
AT&T	04/29/24	12917	$ (789.88)
AT&T MOBILITY	04/29/24	12924	$ 1,401.11
AT&T MOBILITY	04/29/24	12925	$ 710.27
CAPITAL ONE	04/29/24	12928	$ 1,873.91
CONSOLIDATED COMMUNICATIONS	04/29/24	12927	$ 58.70
COP STOP	04/29/24	12909	$ 114.00
ENTEC PEST MANAGEMENT	04/29/24	12892	$ 425.00
HOMETOWN HARDWARE	04/29/24	12887	$ 102.44
HOMETOWN HARDWARE	04/29/24	12886	$ 3.99
ILLUMINATION INVESTIGATION	04/29/24	12893	$ 450.00
JARVIS TIRE AND WHEEL LLC	04/29/24	12910	$ 2,131.92
JOHNSTONE SUPPLY ROXBURGH	04/29/24	12918	$ 209.18
KELLEY, MCKENZIE	04/29/24	12920	$ 310.21
KELLEY, MCKENZIE	04/29/24	12919	$ 69.68
KELLEY, MCKENZIE	04/29/24	12922	$ 69.68
KELLEY, MCKENZIE	04/29/24	12923	$ 69.68
KELLEY, MCKENZIE	04/29/24	12921	$ 26.80
LANDSDOWNE-MOODY CO., INC	04/29/24	12894	$ 45.42
LAROCHE	04/29/24	12911	$ 288.43
LIMITED SALES, EXCISE, AND USE TAX	04/29/24	12916	$ 196.40
NAPA AUTO PARTS	04/29/24	12897	$ 220.53
NAPA AUTO PARTS	04/29/24	12896	$ 74.47
NAPA AUTO PARTS	04/29/24	12898	$ 40.85
NAPA AUTO PARTS	04/29/24	12899	$ 29.36
NAPA AUTO PARTS	04/29/24	12900	$ 21.32
O'REILLY AUTO PARTS	04/29/24	12907	$ 11.15
PARKWAY CHEVROLET	04/29/24	12912	$ 344.42
PIERCE, CHERYL	04/29/24	12926	$ 52.26
STEINHAUSER'S	04/29/24	12908	$ 89.25
TRINICOM COMMUNICATIONS, LLC	04/29/24	12889	$ 243.22
TRINICOM COMMUNICATIONS, LLC	04/29/24	12890	$ 131.87
TRINICOM COMMUNICATIONS, LLC	04/29/24	12891	$ 45.68
WALLER COUNTY PAIMT & BODY SHOP & STORAGE	04/29/24	12915	$ 3,442.63
WILEY, ROBYN	04/29/24	12895	$ 457.25
XEROX CORPORATION	04/29/24	12904	$ 359.31
XEROX CORPORATION	04/29/24	12903	$ 322.17
XEROX CORPORATION	04/29/24	12901	$ 259.38
XEROX CORPORATION	04/29/24	12906	$ 238.09
XEROX CORPORATION	04/29/24	12902	$ 225.48
XEROX CORPORATION	04/29/24	12905	$ 134.01
TOTAL UNPAID			**$ 2,786,861.39**

Lease Agreement

Customer: COUNTY OF WALLER

BillTo: COUNTY OF WALLER
STE 102
425 FM 1488 RD
HEMPSTEAD, TX 77445-9634

Install: COUNTY OF WALLER
DA'S OFFICE
645 12TH ST
HEMPSTEAD, TX 77445-4445

State or Local Government Negotiated Contract : 072816900

Solution

Item / Product Description	Agreement Information	Trade Information	Requested Install Date
1. C8170H2 (XEROX C8170H2) - Br Finisher-2/3 Hp - 1 Line Fax - Convenience Stapler - Customer Ed - Analyst Services	Lease Term: 48 months Purchase Option: FMV	- Xerox C8070 S/N 6TB330498 Trade-In as of Payment 61	5/2/2024

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. C8170H2	$267.41	1: Black and White Impressions	1 - 25,000 25,001+	Included $0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	$0.0506	
Total	$267.41	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: Carbett Trey J. Duhon 111 Phone: (979)826-7718

Signature: _____ Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Dylan Alvarado
(979)260-3377

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

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Lease Agreement

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be to in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. OVERSIZE PRINTS. Each print made on the following Equipment; C8170H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

5. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

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WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Sunterra Section 47

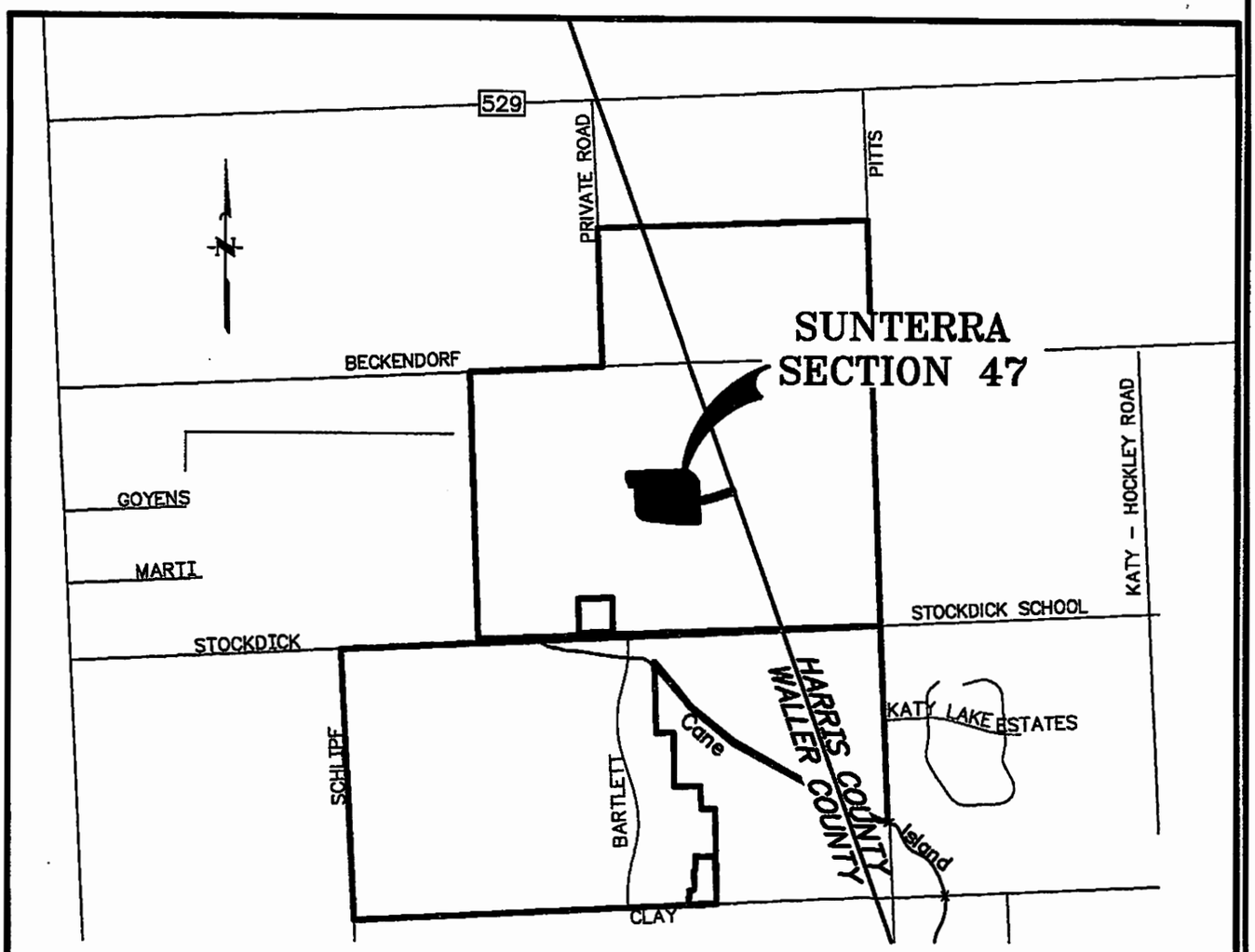
Date: May 15, 2024

Background

Final Plat of Sunterra Section 47 Subdivision which consists of 15.23 acres will include 70 Lots, 3 Blocks and 3 Reserves in Precinct 3.

Staff Recommendation

Approve Plat and accept Construction Bond



VICINITY MAP

Scale: NTS KEY MAP: 443D

FINAL PLAT OF
SUNTERRA
SECTION 47

A SUBDIVISION OF 15.23 ACRES OF LAND OUT OF THE H. & T. C. RAILROAD COMPANY SURVEY SECTION 129, A-204, WALLER COUNTY, TEXAS

70 LOTS 3 RESERVES 3 BLOCKS

FEBRUARY 2024

DECEMBER 2022

DATE: DECEMBER 2022 SCALE NTS SHEET 1A OF 1	FINAL PLAT OF SUNTERRA SEC 47	**OWNER/DEVELOPER:** Gehan Homes, LTD., A Texas Limited Partnership 2050 W. Sam Houston Pkwy. Suite 1600 HOUSTON, TEXAS 77042 (713) 609-3024 Dzarzana@gshanhomes.com	ENGINEER/PLANNER/SURVEYOR: JONES | CARTER Texas Board of Professional Engineers Registration No. F-439 Texas Board of Professional Land Surveying Registration No. 100803-04 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@jonescarter.com

K:\Houston\16537-0101-00 Suntarra Section 47 WSD\Civil\Design Phase\Planning\Plat_Suntarra Sec 47.dwg Apr 26,2024 - 10:42am CKJ

A METES & BOUNDS description of a 15.23 acre tract of land in the H. & T. C. Railroad Company Survey, Section 129, Abstract 204, Waller County, Texas, being out of and a part of the residue of that certain called 349.96 acre tract recorded under County Clerk's File Number 2203247, Official Public Records, Waller County, Texas, and recorded under County Clerk's File Number RP-2022-140211, Official Public Records of Real Property, Harris County, Texas, that certain called 39.58 acre tract recorded under County Clerk's File Number 2203289, Official Public Records, Waller County, Texas, and that certain called 304.68 acre tract recorded under County Clerk's File Number 2011587, Official Public Records, Waller County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at an angle point in the east line of said called 349.96 acre tract, being at the intersection of Pitts Road and Beckendorff Road, and being the southeast corner of the W. I. Williamson Survey, Abstract 1591, same being the southwest corner of a called 620.6117 acre tract recorded under County Clerk's File Number 20140311385, Official Public Records of Real Property, Harris County, Texas, and the southwest corner of the H. & T. C. Railroad Company Survey Section 77, Abstract 463, same being the northwest corner of a called 13.1447 acre tract recorded under County Clerk's File Number 20080436968, Official Public Records of Real Property, Harris County, Texas, and the northwest corner of the George Spencer Survey, Abstract 1366, same being the northeast corner of the H. & T. C. Railroad Company Section 129, Abstract 1715, as located in Pitts Road, from which the northeast corner of a non-contiguous portion of a residue called 1,263.584 acre tract recorded in Volume 449, Page 312, Deed Records, Waller County, Texas, and recorded under County Clerk's File Number M959038, Official Public Records of Real Property, Harris County, Texas, and the northeast corner of said Abstract 1591, being the southeast corner of the W. C. Pitts Survey, Abstract 1421, same being an angle point in the west line of said called 620.6117 acre tract, bears North 02 degrees 03 minutes 14 seconds West, 2,634.27 feet;

Thence South 87 degrees 48 minutes 06 seconds West along the north line of said Abstract 1715, and a portion of the north line of said called 349.96 acre tract, being the south line of said Abstract 1591, as located in Beckendorff Road, 3,521.20 feet, to a point in the Harris-Waller County Line;

Thence South 18 degrees 54 minutes 19 seconds East along said County line, crossing said called 349.96 acre tract, 2,255.38 feet to the lower northeast corner and Place of Beginning of the herein described tract;

Thence South 18 degrees 54 minutes 19 seconds East along the easternmost easterly line of the herein described tract, being the Harris-Waller County line, 50.00 feet to the upper southeast corner of the herein described tract;

Thence establishing the upper south line of the herein described tract, crossing said called 349.96 acre tract and said called 304.68 acre tract, with the following courses and distances:

South 71 degrees 05 minutes 41 seconds West, 349.69 feet to the beginning of a curve to the right;

Thence with said curve to the right, having a central angle of 16 degrees 33 minutes 34 seconds, an arc length of 180.64 feet, a radius of 625.00 feet, and a chord bearing South 79 degrees 22 minutes 28 seconds West, 180.01 feet;

South 87 degrees 39 minutes 15 seconds West, 17.42 feet to a point for reentry to the herein described tract, being in the east line of said called 39.58 acre tract;

Thence South 02 degrees 20 minutes 45 seconds East along the lower east line of the herein described tract, being the east line of said called 39.58 acre tract, 287.89 feet to the lower southeast corner of the herein described tract;

Thence establishing the lower south line of the herein described tract, crossing said called 39.58 acre tract with the following courses and distances:

South 89 degrees 55 minutes 53 seconds West crossing said called 304.68 acre tract and the residue of said called 1,263.584 acre tract, 335.76 feet

North 84 degrees 08 minutes 34 seconds West, 400.00 feet;

North 80 degrees 21 minutes 09 seconds West, 46.04 feet;

North 64 degrees 33 minutes 25 seconds West, 44.29 feet;

North 48 degrees 07 minutes 50 seconds West, 44.29 feet to the southwest corner of the herein described tract;

Thence establishing the westerly line of the herein described tract with the following courses and distances:

North 31 degrees 42 minutes 15 seconds West, 44.29 feet;

North 15 degrees 16 minutes 40 seconds West, 44.29 feet;

North 02 degrees 51 minutes 39 seconds West, 48.31 feet;

North 02 degrees 11 minutes 54 seconds West, 315.24 feet;

South 87 degrees 39 minutes 15 seconds West, 90.06 feet;

North 02 degrees 20 minutes 45 seconds West, 50.00 feet;

South 87 degrees 39 minutes 15 seconds West, 4.74 feet to the beginning of a curve to the right;

Thence with said curve to the right, having a central angle of 90 degrees 08 minutes 51 seconds, an arc length of 39.33 feet, a radius of 25.00 feet, and a chord bearing North 47 degrees 16 minutes 19 seconds West, 35.40 feet to a point for corner;

North 02 degrees 11 minutes 54 seconds West, 102.01 feet to the northwest corner of the herein described tract, same being the northwest corner of said called 39.58 acre tract;

Thence establishing the upper north line of the herein described tract, crossing said called 39.58 acre tract and said called 349.96 acre tract, with the following courses and distances:

North 87 degrees 39 minutes 35 seconds East, 781.74 feet;

South 79 degrees 30 minutes 13 seconds East, 95.31 feet;

South 54 degrees 12 minutes 07 seconds East, 94.80 feet to the upper northeast corner of the herein described tract, same being the northeast corner of the herein described tract;

Thence along the upper east line of the herein described tract, being the east line of said called 39.58 acre tract, with the following courses and distances:

South 28 degrees 54 minutes 07 seconds East, 95.29 feet;

South 07 degrees 10 minutes 22 seconds East, 75.22 feet;

South 02 degrees 20 minutes 45 seconds East, 176.00 feet to a point for reentry to the herein described tract;

Thence establishing the lower north line of the herein described tract, crossing said called 39.58 acre tract and said called 349.96 acre tract, with the following courses and distances:

North 87 degrees 39 minutes 15 seconds East, 17.42 feet to the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 16 degrees 33 minutes 34 seconds, an arc length of 166.18 feet, a radius of 575.00 feet, and a chord bearing North 79 degrees 22 minutes 28 seconds East, 165.61 feet;

North 71 degrees 05 minutes 41 seconds East, 349.69 feet to the Place of Beginning, and containing 15.23 acres of land, more or less.

DATE: DECEMBER 2022	FINAL PLAT OF SUNTERRA SEC 47	**OWNER/DEVELOPER:** Gehan Homes, LTD., A Texas Limited Partnership 2050 W. Sam Houston Pkwy. Suite 1600 HOUSTON, TEXAS 77042 (713) 609-3024 Dzarzana@gehanhomes.com	**ENGINEER/PLANNER/SURVEYOR:** JONES | CARTER Texas Board of Professional Engineers Registration No. F-439 Texas Board of Professional Land Surveying Registration No. 100461-04 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@jonescarter.com
SCALE NTS			
SHEET 1B OF 1			

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Line Table		
Line	Bearing	Distance
L1	S18°54'19"E	50.00'
L2	S71°05'41"W	349.69'
L3	S87°39'15"W	17.42'
L4	S02°20'45"E	257.89'
L5	S89°55'53"W	335.76'
L6	N84°08'34"W	400.00'
L7	N80°21'09"W	46.04'
L8	N64°33'25"W	44.29'
L9	N48°07'50"W	44.29'
L10	N31°42'15"W	44.29'
L11	N15°16'40"W	44.29'
L12	N02°51'39"W	48.31'
L13	N02°11'54"W	315.24'
L14	S87°39'15"W	90.06'
L15	N02°20'45"W	50.00'
L16	S87°39'15"W	4.74'
L17	N02°11'54"W	102.01'
L18	N87°39'35"E	781.74'
L19	S79°30'13"E	95.31'
L20	S54°12'07"E	94.80'

Line Table		
Line	Bearing	Distance
L21	S28°54'07"E	95.29'
L22	S07°10'22"E	75.22'
L23	S02°20'45"E	176.00'
L24	N87°39'15"E	17.42'
L25	N71°05'41"E	349.69'
L26	S71°05'41"W	349.69'
L27	S87°39'15"W	169.42'
L28	S02°20'45"E	332.39'
L29	N87°39'15"E	751.67'
L30	N02°20'45"W	119.74'
L31	N02°20'45"W	341.29'
L32	S47°40'17"W	4.38'
L33	N84°08'34"W	375.26'
L34	S87°39'15"W	74.45'
L35	N42°34'18"W	5.98'
L36	N02°11'54"W	116.48'
L37	N42°43'41"E	14.27'
L38	N42°39'15"E	14.14'
L39	S87°39'15"W	116.49'
L40	N87°39'15"E	116.49'

Line Table		
Line	Bearing	Distance
L41	S47°20'45"E	14.14'
L42	N02°11'54"W	355.10'
L43	S84°08'34"E	295.22'
L44	N88°18'13"E	120.01'
L45	N02°20'45"W	276.03'

[A] RESTRICTED RESERVE "A"
Restricted to Landscape/Open Space
& Incidental Utility
Purposes Only
0.06 AC
2,457 SQ FT

[B] RESTRICTED RESERVE "B"
Restricted to Landscape/Open Space
& Incidental Utility
Purposes Only
0.06 AC
2,457 SQ FT

[C] RESTRICTED RESERVE "C"
Restricted to Landscape/Open Space
& Incidental Utility
Purposes Only
0.06 AC
2,457 SQ FT

RESERVES TOTALS
0.17 AC
7,371 SQ FT

DATE: DECEMBER 2022 SCALE NTS SHEET 1C OF 1	FINAL PLAT OF SUNTERRA SEC 47	**OWNER/DEVELOPER:** Gehan Homes, LTD., A Texas Limited Partnership 2050 W. Sam Houston Pkwy. Suite 1600 HOUSTON, TEXAS 77042 (713) 609-3024 Dzarzana@gehanhomes.com	ENGINEER/PLANNER/SURVEYOR: JONES | CARTER Texas Board of Professional Engineers Registration No. F-439 Texas Board of Professional Land Surveying Registration No. 100461-04 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@jonescarter.com

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Curve Table						
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	625.00'	16°33'34"	180.64'	N79°22'28"E	180.01'	90.95'
C2	25.00'	90°08'51"	39.33'	S47°16'19"E	35.40'	25.06'
C3	575.00'	16°33'34"	166.18'	N79°22'28"E	165.61'	83.68'
C4	600.00'	16°33'34"	173.41'	S79°22'28"W	172.81'	87.31'
C5	65.00'	90°00'00"	102.10'	N47°20'45"W	91.92'	65.00'
C6	50.00'	81°47'49"	71.38'	S43°14'40"E	65.47'	43.31'
C7	300.00'	8°12'11"	42.95'	S88°14'40"E	42.91'	21.51'
C8	50.00'	90°00'00"	78.54'	N42°39'15"E	70.71'	50.00'
C9	25.00'	90°00'00"	39.27'	S42°39'15"W	35.36'	25.00'
C10	25.00'	31°39'02"	13.81'	S18°10'16"E	13.64'	7.09'
C11	50.00'	161°53'07"	141.27'	S46°56'47"W	98.75'	313.66'
C12	25.00'	40°14'06"	17.56'	N72°13'42"W	17.20'	9.16'
C13	25.00'	28°21'27"	12.37'	S81°40'42"W	12.25'	6.32'
C14	50.00'	140°00'42"	122.18'	S42°29'41"E	93.97'	137.42'
C15	25.00'	29°51'25"	13.03'	N12°34'57"E	12.88'	6.67'
C16	25.00'	90°00'00"	39.27'	N47°20'45"W	35.36'	25.00'
C17	25.00'	90°00'00"	39.27'	S42°39'15"W	35.36'	25.00'
C18	25.00'	90°00'00"	39.27'	N47°20'45"W	35.36'	25.00'
C19	50.00'	276°22'46"	241.19'	N87°39'15"E	66.67'	44.72'
C20	25.00'	90°00'00"	39.27'	S42°39'15"W	35.36'	25.00'
C21	25.00'	90°00'00"	39.27'	S47°20'45"E	35.36'	25.00'
C22	90.00'	90°00'00"	141.37'	N47°20'45"W	127.28'	90.00'

General Notes:
AE . . . . . "Aerial Easement"
BL . . . . . "Building Line"
C.C.F. . . . . "County Clerk's File"
GBL . . . . . "Garage Building Line"
No . . . . . "Number"
O.P.R.R.P.H.C.T. . . "Official Public Records of Real Property, Harris County, Texas"
O.P.R.W.C.T. . . . "Official Public Records, Waller County, Texas"
ROW . . . . . "Right-of-Way"
SSE . . . . . "Sanitary Sewer Easement"
Sq Ft . . . . . "Square Feet"
UE . . . . . "Utility Easement"
Vol _, Pg _ . . . "Volume and Page"
WLE . . . . . "Waterline Easement"
• . . . . . "Set 3/4-inch Iron Rod With Cap Stamped "Quiddity" as Per Certification"
⩘ . . . . . "Street Name Break"
① . . . . . "Block Number"

DATE: DECEMBER 2022 SCALE NTS SHEET 10 OF 1	FINAL PLAT OF SUNTERRA SEC 47	**OWNER/DEVELOPER:** Gehan Homes, LTD., A Texas Limited Partnership 2050 W. Sam Houston Pkwy. Suite 1600 HOUSTON, TEXAS 77042 (713) 609-3024 Dzarzana@gehanhomes.com	**ENGINEER/PLANNER/SURVEYOR:** JONES | CARTER Texas Board of Professional Engineers Registration No. F-439 Texas Board of Professional Land Surveying Registration No. 100453-04 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@jonescarter.com

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1. One–foot reserve dedicated for buffer purposes to the public in fee as a buffer separation between the side or end of street where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re–subdivided in a recorded plat, the one–foot reserve shall thereupon become vested in the public for street right–of–way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns or successors.
2. This subdivision is proposed for single–family residential, detention and other related uses.
3. The radius on all block corners is 25 feet, unless otherwise noted.
4. With respect to recorded instruments within this plat, surveyor relied on City Planning Letter issued by Charter Title Company, GF No.1076601900020A and 1076602100270, Dated December 11, 2022.
5. All easements are centered on lot lines unless otherwise shown. All 14 foot utility easements shown extend 7 feet on each side of a common lot line unless otherwise indicated.
6. With respect to recorded instruments within this plat, surveyor relied on City Planning Letter issued by the representative Title Company.
7. All coordinates shown are grid based on the Texas Coordinate System of 1983, South Central Zone, and may be converted to surface by dividing by the combined scale factor of 0.99989805999.
8. All bearings are based on the Texas Coordinate System of 1983, South Central Zone
9. New development within the subdivision plat shall obtain a storm water quality permit before the issuance of any development permits.
10. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non–utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions 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 lots 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 with new fencing.
11. Structures built on lots in the designated flood plain shall be elevated to two (2) feet or more above the 500–year floodplain elevation, in the 100–year floodplain. Within the 500–year, these structures must be elevated to one (1) foot above the 500–year floodplain level. No development permits will be issued in a Flood Hazard Area below the base flood elevation (B.F.E.) Contact the County Engineer's office for specific information.
12. No structure in this subdivision shall be occupied until connected to a public sewer system.
13. No structure in this subdivision shall be occupied until connected to an individual water supply or a state – approved community water system.
14. This tract lies within Unshaded Zone "X" of the Flood Insurance Rate Map, Community No. 480640, Map Number 48473C0375E, Panel 0375, Suffix "E" Dated February 18, 2009, and revised under LOMR file number 19–06–1115P dated April 27, 2020 for Waller County, Texas and Incorporated areas. Unshaded Zone "X" is defined as areas determined to be outside the 0.2% annual chance floodplain.
15. Unless otherwise indicated, the building line (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.
16. Single Family Residential shall mean the use of a lot with one building designed for and containing no more than two separate units with facilities for living, sleeping cooking and eating therein. A lot upon which is located a free–standing building containing one dwelling unit and a detached secondary dwelling unit of no more than 900 square feet also shall be considered single family residential. A building that contains one dwelling unit on one lot that is connected by a party wall to another building containing one dwelling unit on an adjacent lot shall be single family residential.
17. Each lot shall provide a minimum of two off–street parking spaces per dwelling unit on each lot. In those instances where a secondary unit is provided only one additional space shall be provided.
18. Right–of–way easements for widening streets or improving drainage shall be maintained by the landowner until all street or drainage improvements are actually constructed on the property. The county has the right at any time to take possession of any street widening easement for construction, improvement or maintenance.
19. The building of all streets, bridges or culverts is the responsibility of the owners in accordance with the plans prescribed by the Commissioners Court. The Commissioners Court assumes no obligation to build or maintain any of the streets shown on the plat or constructing any of the bridges or drainage improvements. Upon completion of all obligations by the developer and written approval from the Commissioners Court, the County will assume full responsibility for maintenance of the public streets. The county will assume no responsibility for the drainage ways or easements in the subdivision, other than those draining or protecting the streets. The county assumes no responsibility for the accuracy of representations by other parties on the plat. Flood plain data, in particular, may change depending on subsequent development. The owners of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the county. The property subdivided herein is further restricted in its use as specified under the terms and conditions of restrictions filed separately. A copy of said restrictions will be furnished by aforesaid Astro Sunterra, LP, a Delaware Limited Partnership, to the purchaser of each and every lot in the subdivision prior to culmination of each sale include certification that the subdivider has complied with the requirements of section 232.032 and that:

    (a)the water quality and connections to the lots meet, or will meet, the minimum state standards;

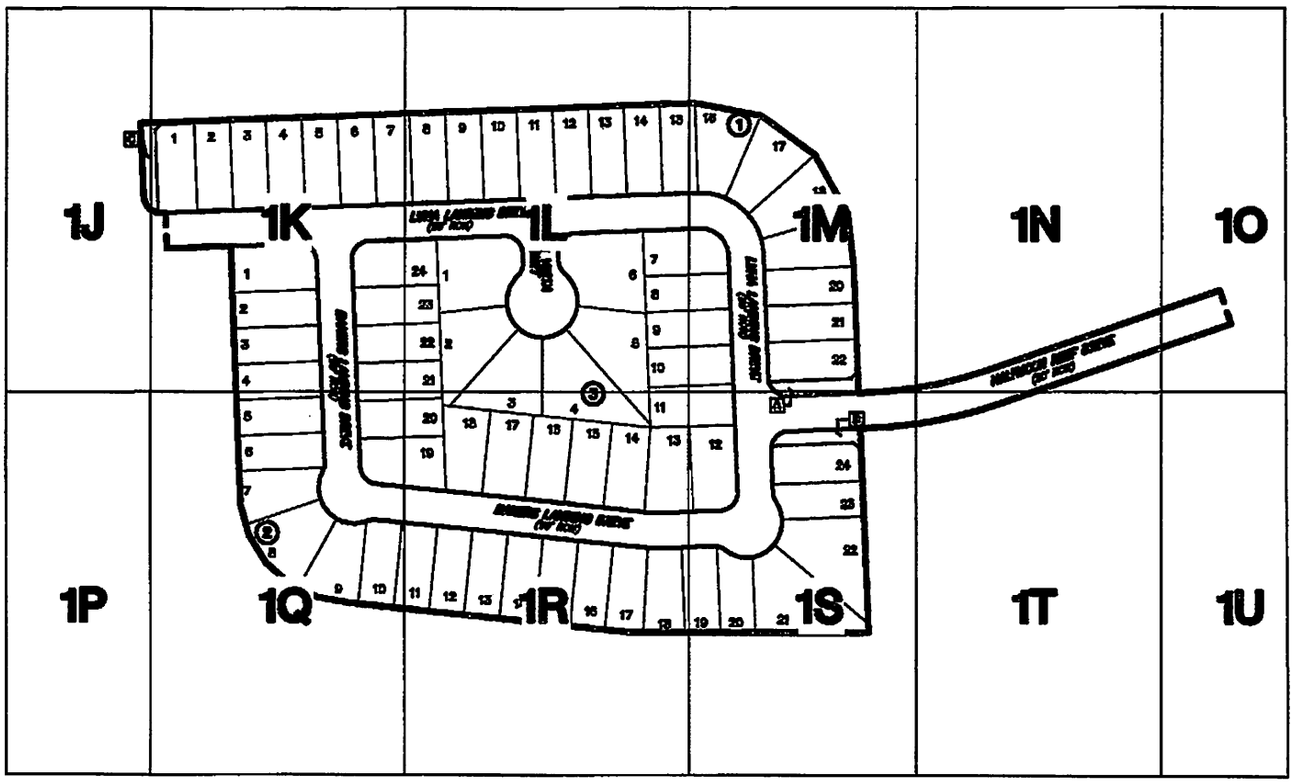
    (b)sewer connections to the lots or septic tanks meet, or will meet, the minimum requirements of state standards;

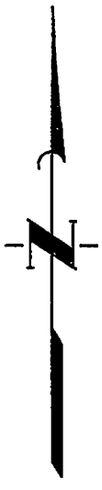
    (c)electrical connections provided to the lot meet, or will meet, the minimum state standards; and

    (d)gas connections, if available, provided to the lot meet, or will meet, the minimum state standards.
21. Project site is within City of Houston ETJ.
22. No pipeline or pipeline easements are shown within the platted area.
23. All lots shall have adequate wastewater collection services.

DATE: DECEMBER 2022	FINAL PLAT OF SUNTERRA SEC 47	**OWNER/DEVELOPER:** **Gehan Homes, LTD.,** **A Texas Limited Partnership** 2050 W. Sam Houston Pkwy. Suite 1600 HOUSTON, TEXAS 77042 (713) 609–3024 Dzarzana@gehanhomes.com	**ENGINEER/PLANNER/SURVEYOR:** JONES | CARTER Texas Board of Professional Engineers Registration No. F-439 Texas Board of Professional Land Surveying Registration No. 100461-04 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@jonescarter.com
SCALE NTS			
SHEET 1E OF 1			

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SCALE: 1" = 100'

DATE: DECEMBER 2022 SCALE 1" = 250' SHEET 1F OF 1	FINAL PLAT OF SUNTERRA SEC 47	**OWNER/DEVELOPER:** Gehan Homes, LTD., A Texas Limited Partnership 2050 W. Sam Houston Pkwy. Suite 1600 HOUSTON, TEXAS 77042 (713) 609-3024 Dzarzana@gehanhomes.com	**ENGINEER/PLANNER/SURVEYOR:** JONES | CARTER Texas Board of Professional Engineers Registration No. F-435 Texas Board of Professional Land Surveying Registration No. 100461-04 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@jonescarter.com

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Certificate of Surveyor
This is to certify that I, Martin G. Hicks, a Registered Professional Land Surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground; and that all block corners, lot corners and permanent referenced monuments have been set, that permanent control points will be set at completion of construction and that this plat correctly represents that survey made by me.

A portion of this subdivision lies within the boundaries of any municipality's corporate city limits, or area of extra territorial jurisdiction.

No portion of this subdivision lies within the boundaries of the 1% annual chance (100 year) flood plain as delineated on Waller County Community Panel #480640 of LOMR 19-06-115P dated 2/27/2020.

No portion of this subdivision lies within the boundaries of the 0.2% annual chance (500 year) flood plain as delineated on Waller County Community Panel #480640 dated 2/18/2009.

STATE OF TEXAS
REGISTERED
MARTIN G. HICKS
4387
PROFESSIONAL
LAND SURVEYOR

Mart. G. Hicks
Martin G. Hicks
Registered Professional Land Surveyor
Texas Registration No. 4387

This is to certify that the Planning Commission of the City of Houston, Texas, has approved this plat and subdivision of Sunterra Sec 47 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 18, day of January, 2023.

By: _____
Martha L. Stein
Chair

or

M. Sonny Garza
Vice Chairman

By: _____
Margaret Wallace Brown, AICP, CNU-A
Secretary

HOUSTON PLANNING COMMISSION
HOUSTON
TEXAS

BROOKSHIRE-KATY DRAINAGE DISTRICT PERMIT NO. 2022-57.

APPROVED BY THE BOARD OF SUPERVISORS ON 2-12-23.
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 REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S "RULES, REGULATIONS, AND GUIDELINES". THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY-FIVE (365) CALENDAR DAYS. AFTER THAT TIME RE-APPROVAL IS REQUIRED. PLEASE NOTE, THIS DOES NOT NECESSARILY MEAN THAT ALL THE CALCULATIONS PROVIDED IN THESE PLANS AND/OR PLATS 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.

DATE: DECEMBER 2022 SCALE NTS SHEET 1G OF 1	FINAL PLAT OF SUNTERRA SEC 47	**OWNER/DEVELOPER:** Gehan Homes, LTD., A Texas Limited Partnership 2050 W. Sam Houston Pkwy. Suite 1600 HOUSTON, TEXAS 77042 (713) 609-3024 Dzarzana@gehanhomes.com	ENGINEER/PLANNER/SURVEYOR: JONES | CARTER Texas Board of Professional Engineers Registration No. F-439 Texas Board of Professional Land Surveying Registration No. 100461-04 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@jonescarter.com

K:\16537\16537-0101-00 Sunterra Section 47 WSOU#2 Design Phase\Planning\Plat_Sunterra Sec 47.dwg Dec 15,2022 - 1:36pm CKJ

STATE OF TEXAS §

COUNTY OF WALLER §

We, Gehan Homes, LTD., a Texas Limited Partnership, acting by and through don Forslund, division President being officers of Gehan Homes, LTD., a Texas Limited Partnership, owner hereinafter referred as Owners of the 15.23 acre tract described in the above and foregoing map of Sunterra Section 47, 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 purpose 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 the 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 purpose 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 easement totals thirty feet (30' 0") in width.

FURTHER, Owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon (or the placement of mobile home subdivision) and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, all of the property subdivided in the above and foregoing plat shall be restricted in its use, which restrictions shall run with the title to the property and shall be enforceable at the option of Waller County, by Waller County, or any citizen thereof, by injunction as follows:

1. That drainage of septic tanks into roads, streets, alleys or public ditches, streams, ect., either directly or indirectly is strictly prohibited.
2. All stock animals, horses and fowl, shall be fenced in and not allowed to run at large in the subdivision.
3. Drainage structures under private drives shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of one and three quarters (1-1/4) square feet (15" diameter pipe) reinforced concrete pipe, unless specified by the County Road Administrator or County Engineer. Culverts and bridges must be used for all driveway and/or walks, although dip-style driveways are encouraged where appropriate.
4. Property owners will obtain Development Permits/Permit Exemptions from the County Flood Plain Administrator for all development.
5. There are no underground pipelines within the confines of the subdivision except as shown on the plat.
6. There shall be no sanitary sewer systems or any water well constructed within 50 feet of any lot line that does not adjoin with a public road.

IN TESTIMONY WHEREOF, the Gehan Homes, LTD., a Texas Limited Partnership has caused these presents to be signed by don Forslund, division President thereunto authorize, this 19 day of december, 2022.

GEHAN HOMES, LTD.,
a Texas Limited Partnership

By: GEHAN HOMES, I, INC.,
a Texas corporation, its General Partner

By: _____
Title: Div President

STATE OF TEXAS §

COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this day personally appeared Don Forslund, Houston Division President known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of December, 2022.

_____
Notary Public in and for the State of Texas

Loryn Fowlkes
Print Name

My commission expires: 04.01.2023

LORYN FOWLKES
Notary Public, State of Texas
Comm. Expires 04-01-2023
Notary ID 131955035

DATE: DECEMBER 2022 SCALE NTS SHEET 1H OF 1	FINAL PLAT OF SUNTERRA SEC 47	**OWNER/DEVELOPER:** Gehan Homes, LTD., A Texas Limited Partnership 2050 W. Sam Houston Pkwy. Suite 1600 HOUSTON, TEXAS 77042 (713) 609-3024 Dzarzana@gehanhomes.com	ENGINEER/PLANNER/SURVEYOR: JONES | CARTER Texas Board of Professional Engineers Registration No. F-439 Texas Board of Professional Land Surveying Registration No. 100461-04 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@jonescarter.com

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I, J. Ross McCall, County Engineer of Waller County, Certify that the Plat of this subdivision complies with all existing rules and regulations of Waller County.

No construction or other development within this subdivision may begin until all Waller County permit requirements have been met.

Date

J. Ross McCall, PE
County Engineer

STATE OF TEXAS §

COUNTY OF WALLER §

I, Debbie Hollan, County Clerk in and for Waller County, Texas do hereby certify that the foregoing instrument with its certificate of authentication was filed for recordation in my office on _____, 2024, at _____ o'clock ___M in File No. _____ of the Plat Records of said County. Witness my hand and seal of office, at Hempstead, Texas, the day and date last above written.

Debbie Hollan
Waller County, Texas

By: _____
Deputy

CERTIFICATE OF COMMISSIONERS COURT

APPROVED by the Commissioners' Court of Waller County, Texas, this _____ day of _____, 2024.

Carbett "Trey" J. Duhon III
County Judge

John A. Amsler
Commissioner, Precinct 1

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

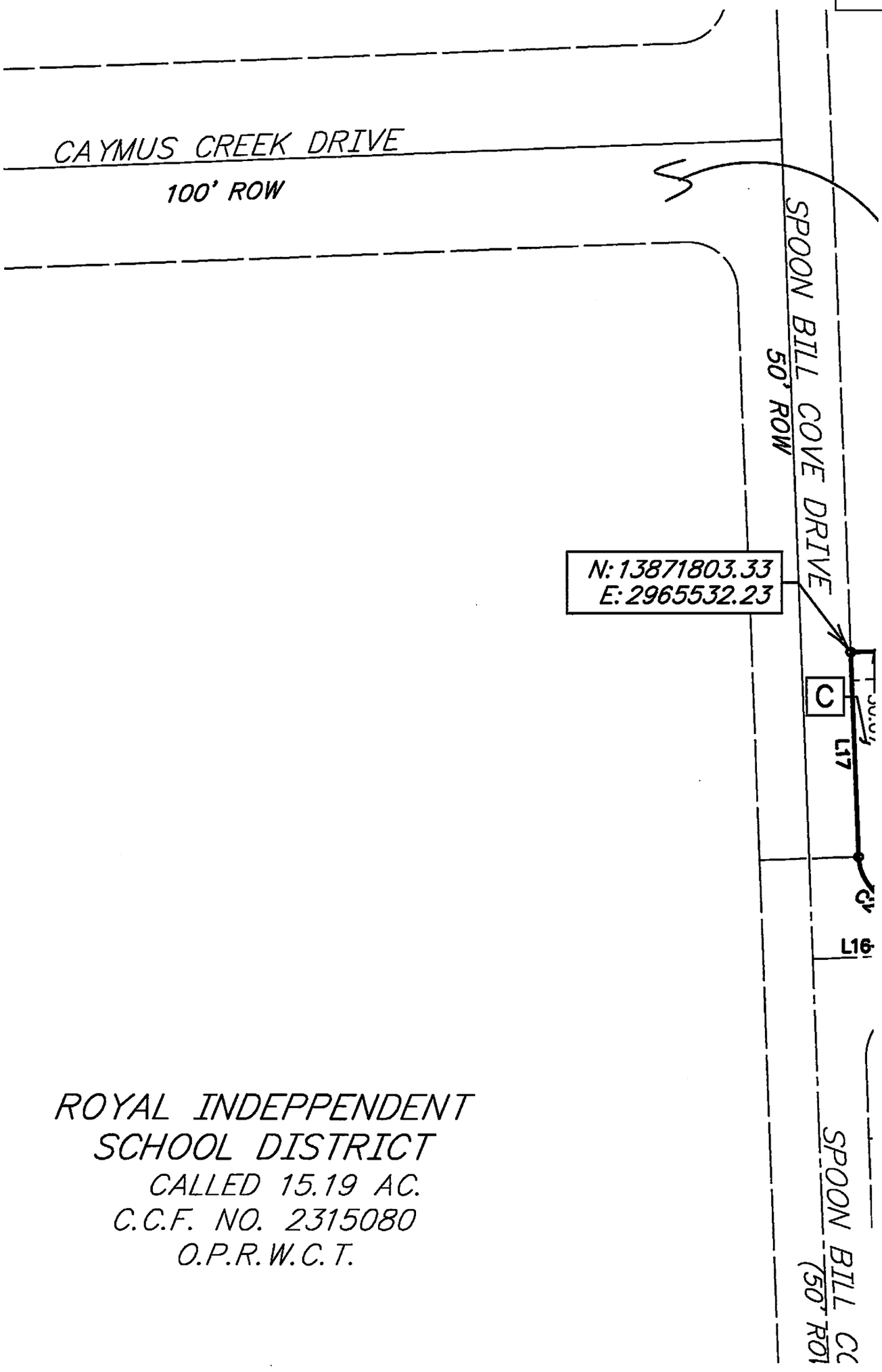
Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

NOTE: 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 current Waller County Subdivision and Development Regulations, in this regard.

DATE: DECEMBER 2022	FINAL PLAT OF SUNTERRA SEC 47	**OWNER/DEVELOPER:** Gehan Homes, LTD., A Texas Limited Partnership 2050 W. Sam Houston Pkwy. Suite 1600 HOUSTON, TEXAS 77042 (713) 609-3024 Dzarzana@gehanhomes.com	ENGINEER/PLANNER/SURVEYOR: JONES | CARTER Texas Board of Professional Engineers Registration No. F-439 Texas Board of Professional Land Surveying Registration No. 100461-04 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@jonescarter.com
SCALE NTS			
SHEET 1I OF 1			

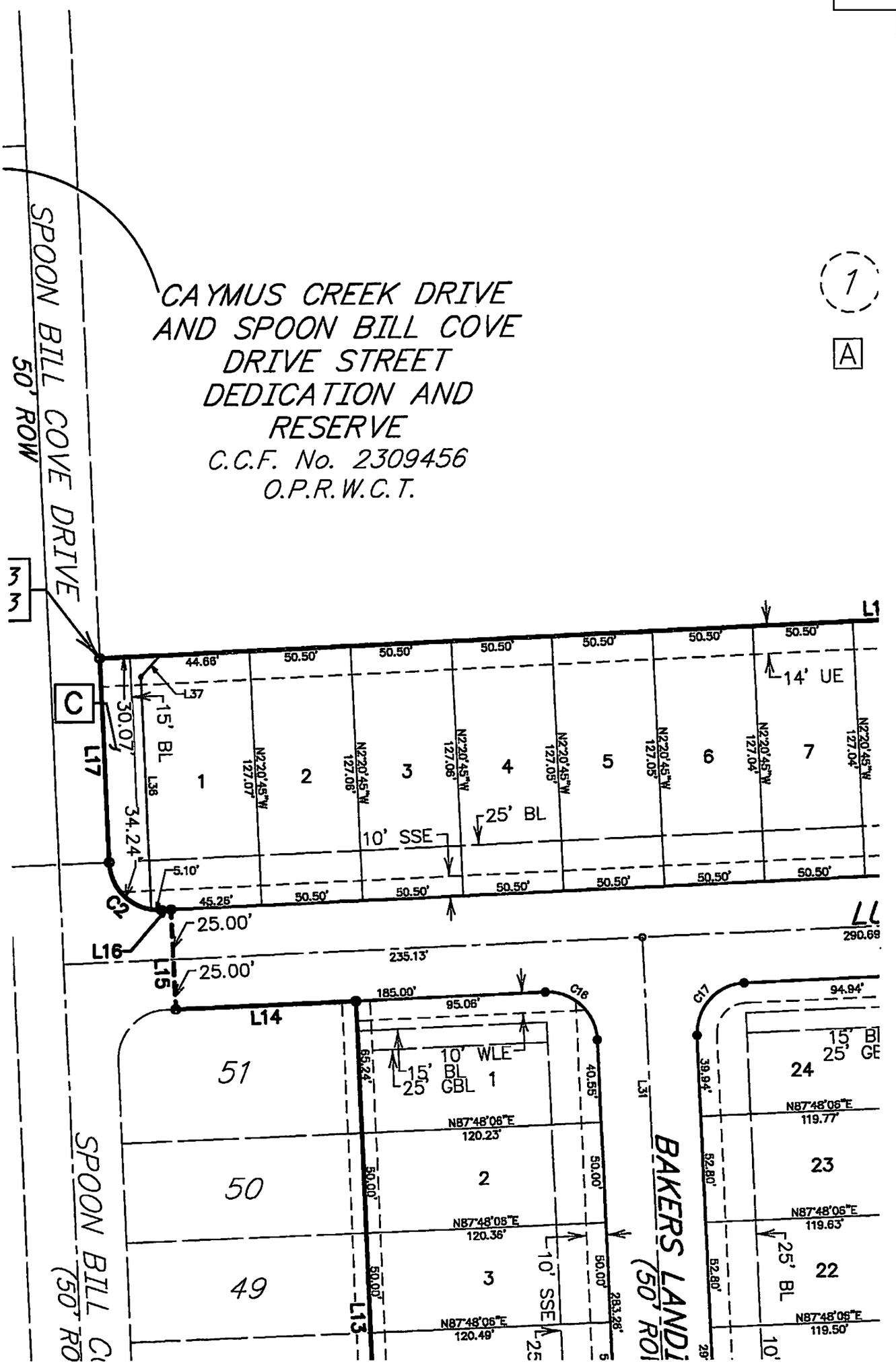
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ROYAL INDEPPENDENT
SCHOOL DISTRICT
CALLED 15.19 AC.
C.C.F. NO. 2315080
O.P.R.W.C.T.

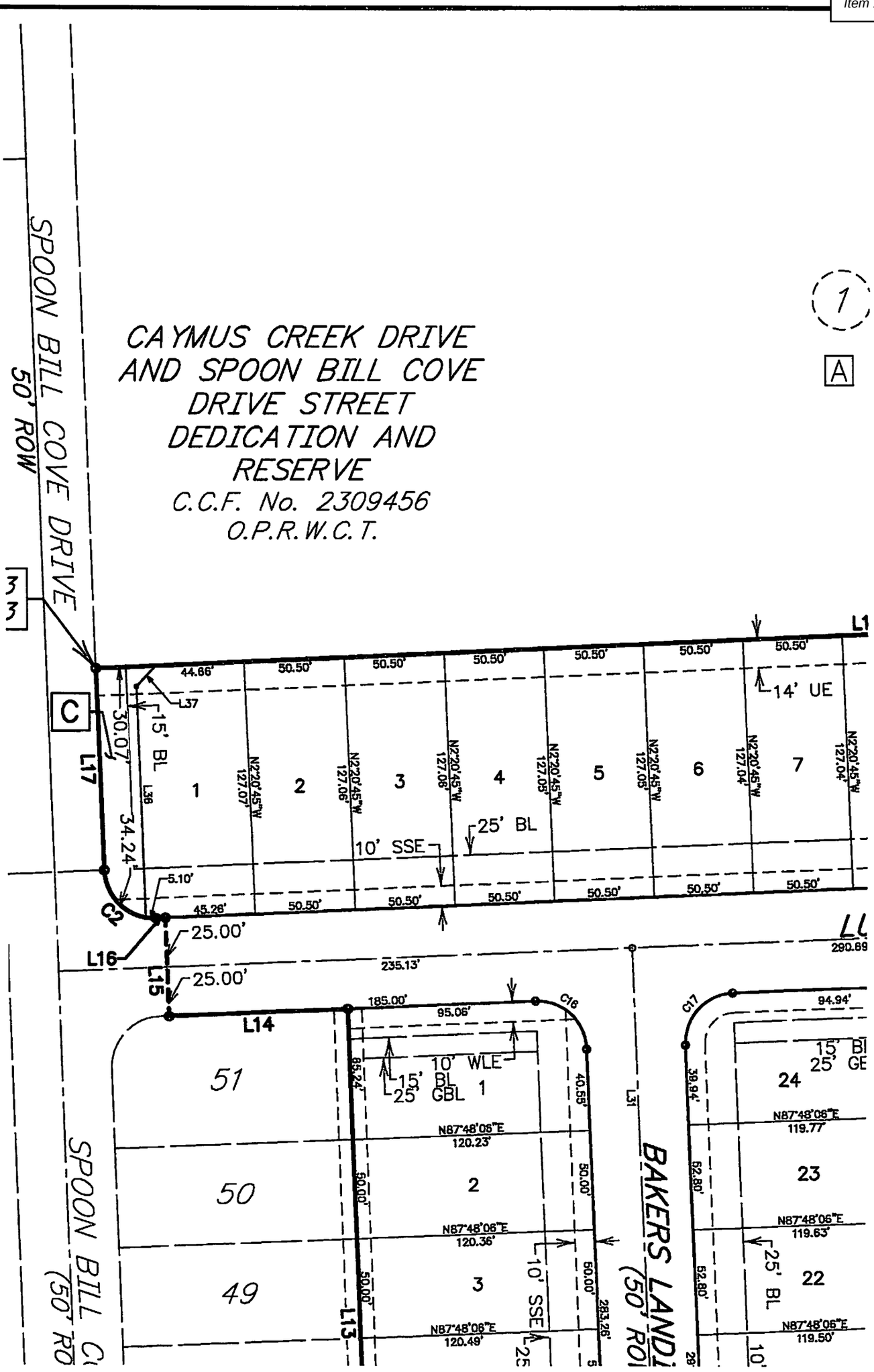
DATE: DECEMBER 2022 SCALE 1"=60' SHEET 1J OF 1	FINAL PLAT OF SUNTERRA SEC 47	**OWNER/DEVELOPER:** Gehan Homes, LTD., A Texas Limited Partnership 2050 W. Sam Houston Pkwy. Suite 1600 HOUSTON, TEXAS 77042 (713) 609-3024 Dzarzana@gehanhomes.com	**ENGINEER/PLANNER/SURVEYOR:** JONES | CARTER Texas Board of Professional Engineers Registration No. F-439 Texas Board of Professional Land Surveying Registration No. 100401-04 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@jonescarter.com

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DATE: DECEMBER 2022 SCALE 1"=60' SHEET 1K OF 1	FINAL PLAT OF SUNTERRA SEC 47	**OWNER/DEVELOPER:** Gehan Homes, LTD., A Texas Limited Partnership 2050 W. Sam Houston Pkwy. Suite 1600 HOUSTON, TEXAS 77042 (713) 609-3024 Dzarzana@gehanhomes.com	ENGINEER/PLANNER/SURVEYOR: JONES | CARTER Texas Board of Professional Engineers Registration No. F-439 Texas Board of Professional Land Surveying Registration No. 100495-04 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@jonescarter.com

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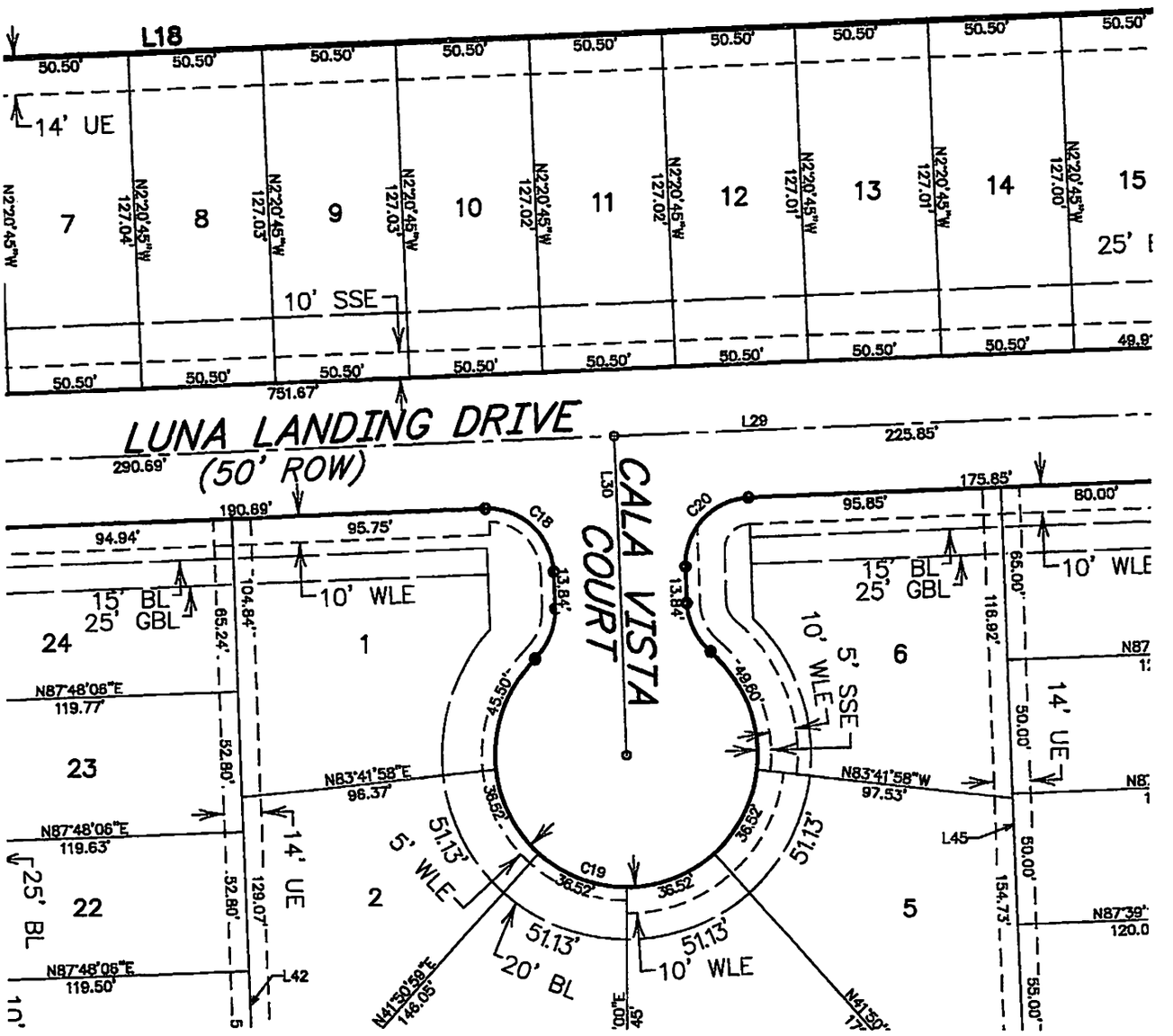
DATE: DECEMBER 2022 SCALE 1"=60' SHEET 1K OF 1	FINAL PLAT OF SUNTERRA SEC 47	**OWNER/DEVELOPER:** Gehan Homes, LTD., A Texas Limited Partnership 2050 W. Sam Houston Pkwy. Suite 1600 HOUSTON, TEXAS 77042 (713) 609-3024 Dzarzana@gehanhomes.com	ENGINEER/PLANNER/SURVEYOR: JONES | CARTER Texas Board of Professional Engineers Registration No. F-439 Texas Board of Professional Land Surveying Registration No. 100461-04 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@jonescarter.com

DWG Updated: Apr 25, 2023 - 4:27pm By: Gary Gee Current Plotted: Sunterra Planning\Plat\Sunterra Sec 47\Sunterra Sec 47 Plat.dwg

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A

ASTRO SUNTERRA,
RESIDUE CALLED 34
C.C.F. NO. 220324
O.P.R.W.C.T.
C.C.F. No. RP-2022-
O.P.R.R.P.H.C.T.

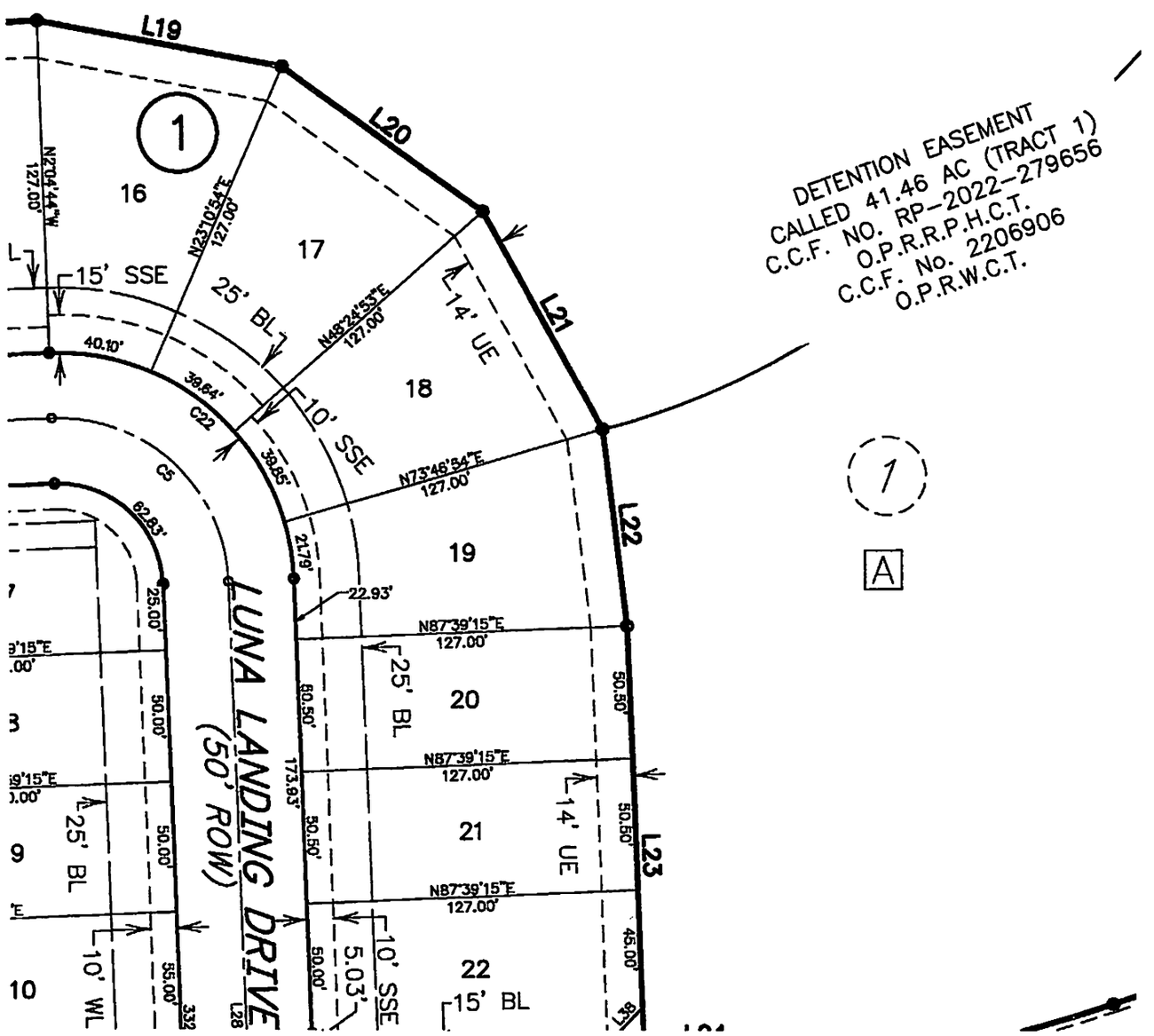


DATE: DECEMBER 2022 SCALE 1"=60' SHEET 1L OF 1	FINAL PLAT OF SUNTERRA SEC 47	**OWNER/DEVELOPER:** Gehan Homes, LTD., A Texas Limited Partnership 2050 W. Sam Houston Pkwy. Suite 1600 HOUSTON, TEXAS 77042 (713) 609-3024 Dzarzana@gehanhomes.com	ENGINEER/PLANNER/SURVEYOR: JONES | CARTER Texas Board of Professional Engineers Registration No. F-439 Texas Board of Professional Land Surveying Registration No. 100453-04 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@jonescarter.com

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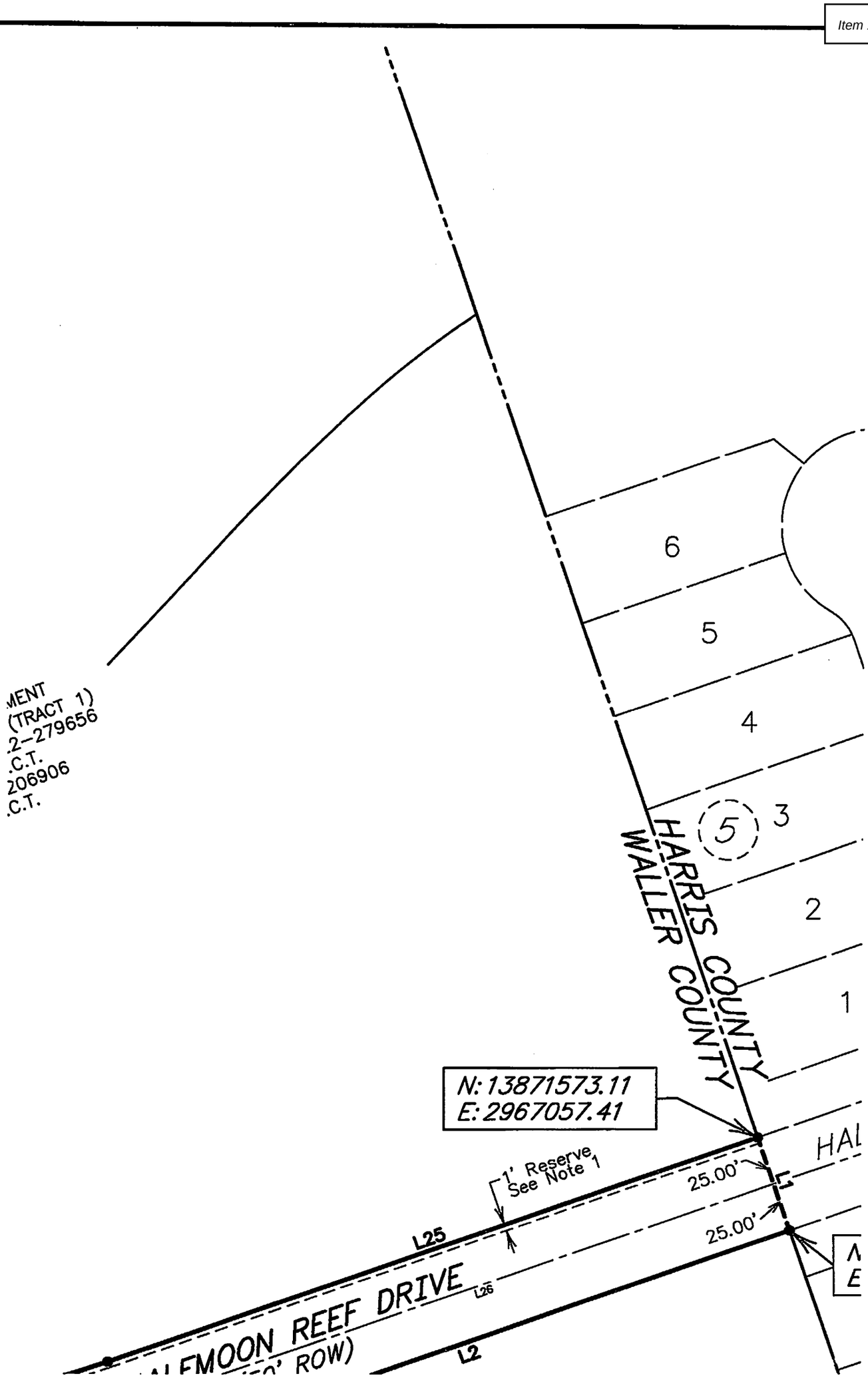
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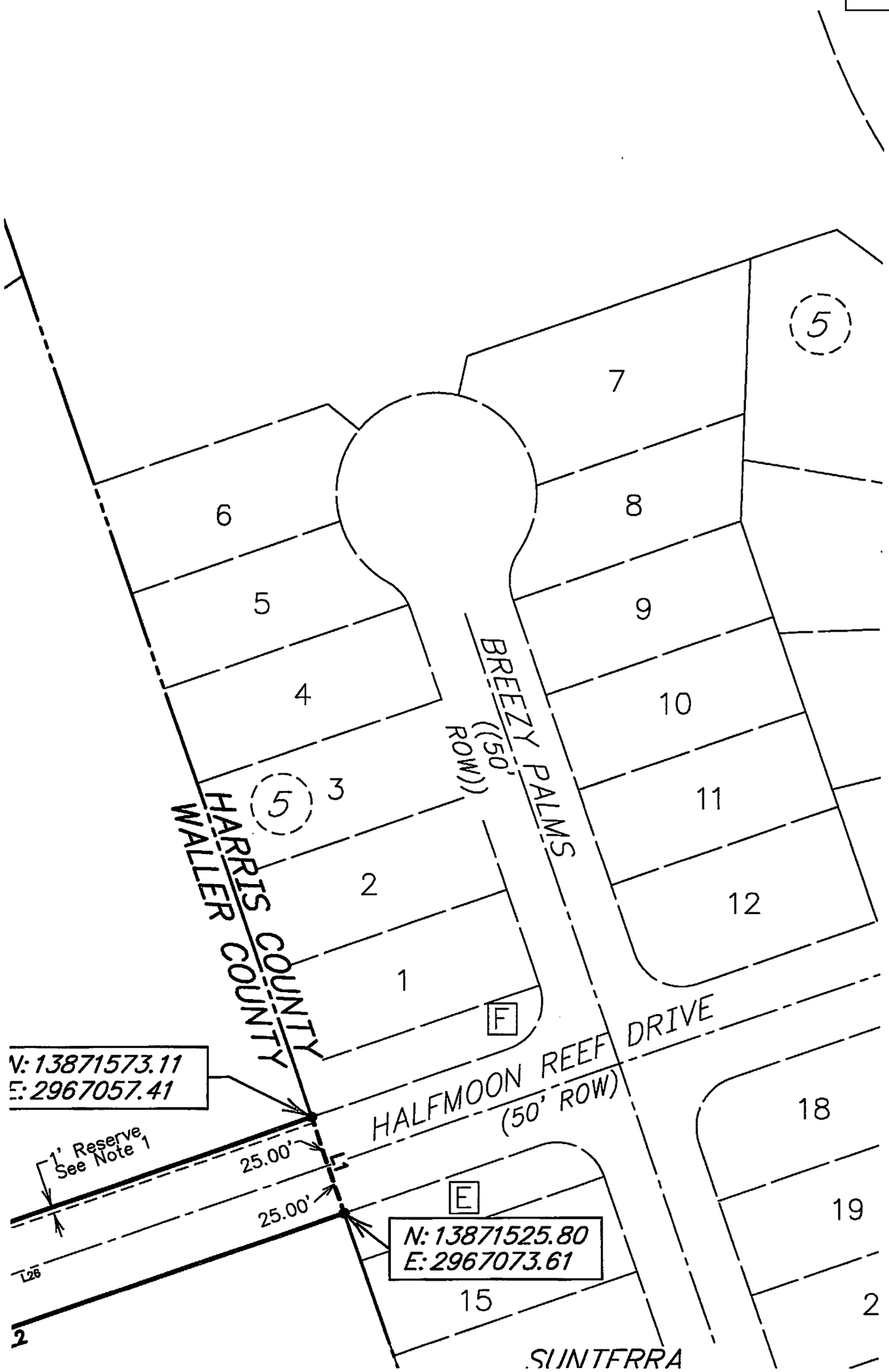
DATE: DECEMBER 2022 SCALE 1"=60' SHEET 1M OF 1	FINAL PLAT OF SUNTERRA SEC 47	**OWNER/DEVELOPER:** Gehan Homes, LTD., A Texas Limited Partnership 2050 W. Sam Houston Pkwy. Suite 1600 HOUSTON, TEXAS 77042 (713) 609-3024 Dzarzana@gehanhomes.com	ENGINEER/PLANNER/SURVEYOR: JONES|CARTER Texas Board of Professional Engineers Registration No. F-439 Texas Board of Professional Land Surveying Registration No. 100651-04 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@jonescarter.com

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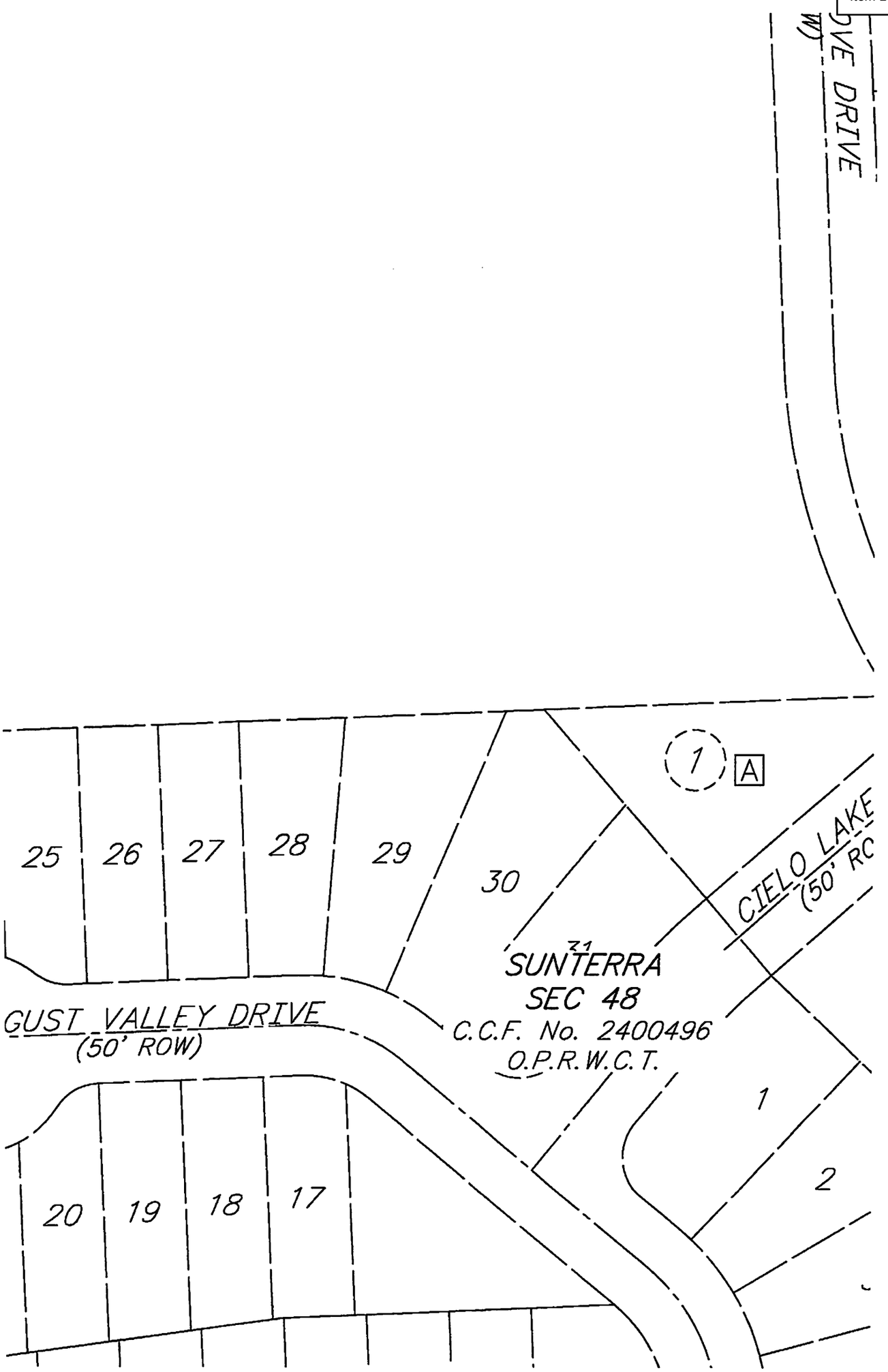
DATE: DECEMBER 2022 SCALE 1"=60' SHEET 1N OF 1	FINAL PLAT OF SUNTERRA SEC 47	**OWNER/DEVELOPER:** Gehan Homes, LTD., A Texas Limited Partnership 2050 W. Sam Houston Pkwy. Suite 1600 HOUSTON, TEXAS 77042 (713) 609-3024 Dzarzana@gehanhomes.com	ENGINEER/PLANNER/SURVEYOR: JONES | CARTER Texas Board of Professional Engineers Registration No. F-439 Texas Board of Professional Land Surveying Registration No. 100461-04 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@jonescarter.com

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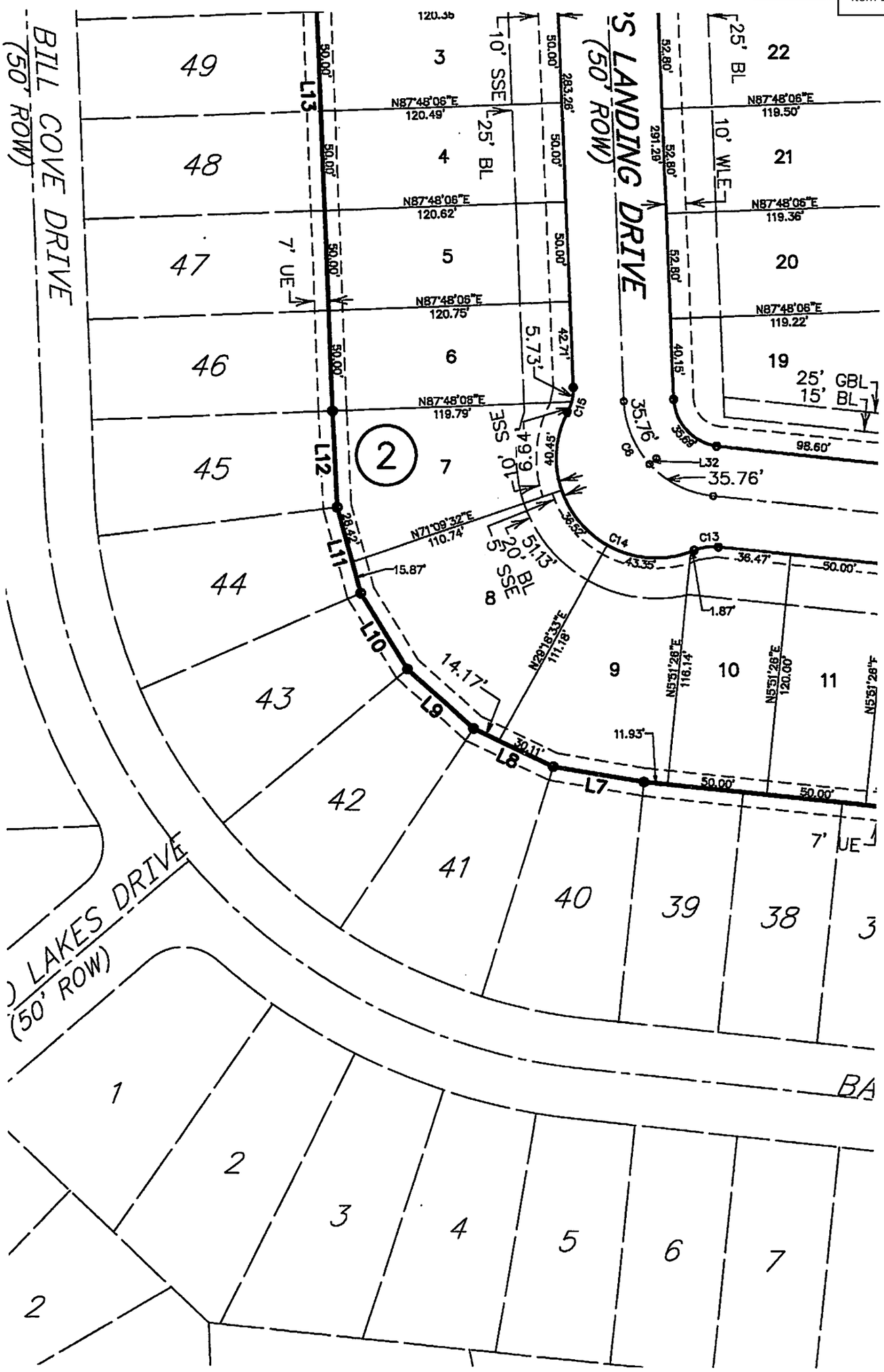
DATE: DECEMBER 2022 SCALE 1"=60' SHEET 10 OF 1	FINAL PLAT OF SUNTERRA SEC 47	**OWNER/DEVELOPER:** Gehan Homes, LTD., A Texas Limited Partnership 2050 W. Sam Houston Pkwy. Suite 1600 HOUSTON, TEXAS 77042 (713) 609-3024 Dzarzana@gehanhomes.com	**ENGINEER/PLANNER/SURVEYOR:** JONES | CARTER Texas Board of Professional Engineers Registration No. F-439 Texas Board of Professional Land Surveying Registration No. 100803-04 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@jonescarter.com

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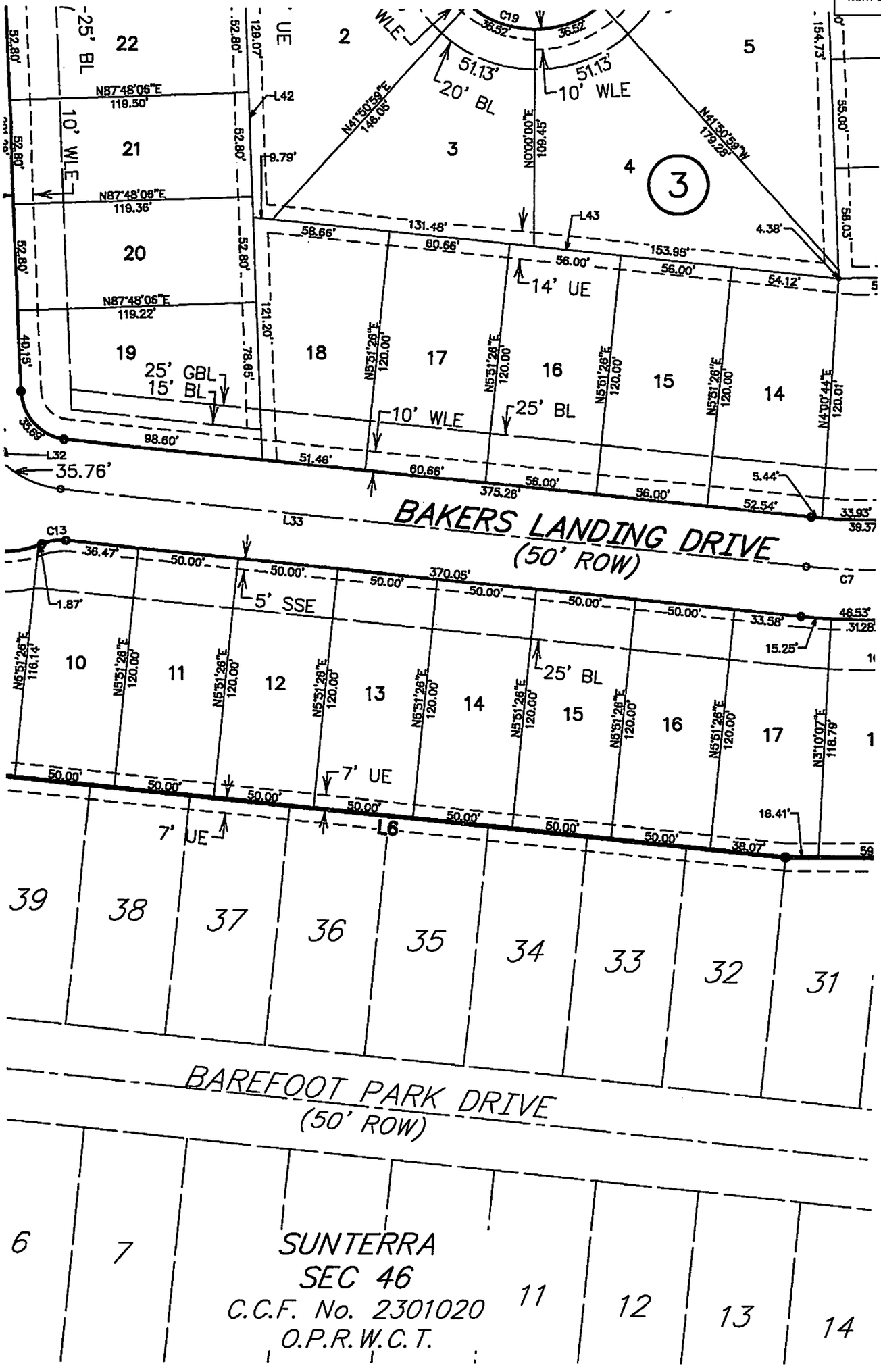
DATE: DECEMBER 2022 SCALE 1"=60' SHEET 1P OF 1	FINAL PLAT OF SUNTERRA SEC 47	**OWNER/DEVELOPER:** Gehan Homes, LTD., A Texas Limited Partnership 2050 W. Sam Houston Pkwy. Suite 1600 HOUSTON, TEXAS 77042 (713) 609-3024 Dzarzana@gehanhomes.com	ENGINEER/PLANNER/SURVEYOR: JONES | CARTER Texas Board of Professional Engineers Registration No. F-439 Texas Board of Professional Land Surveying Registration No. 100439-04 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@jonescarter.com

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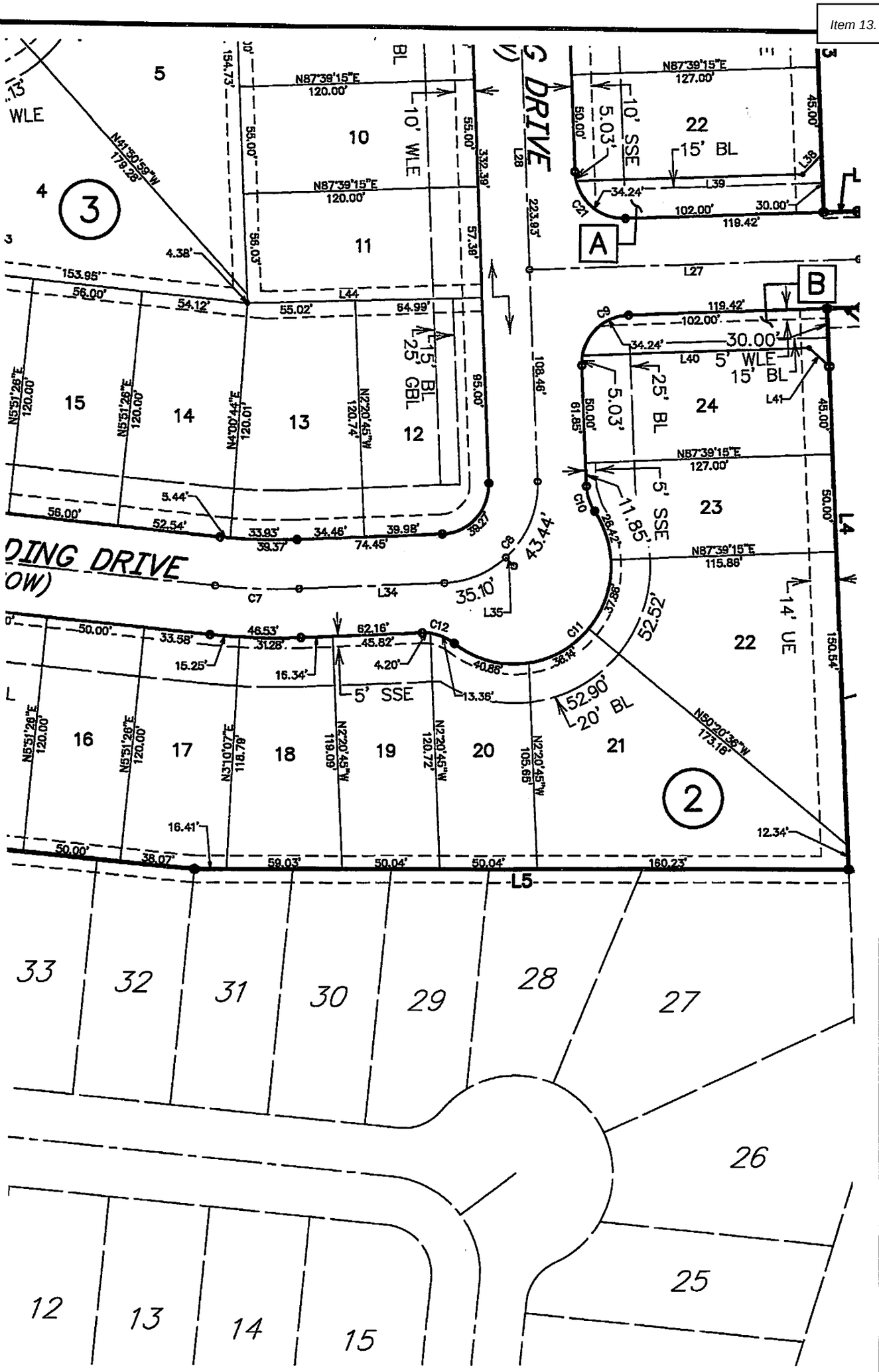
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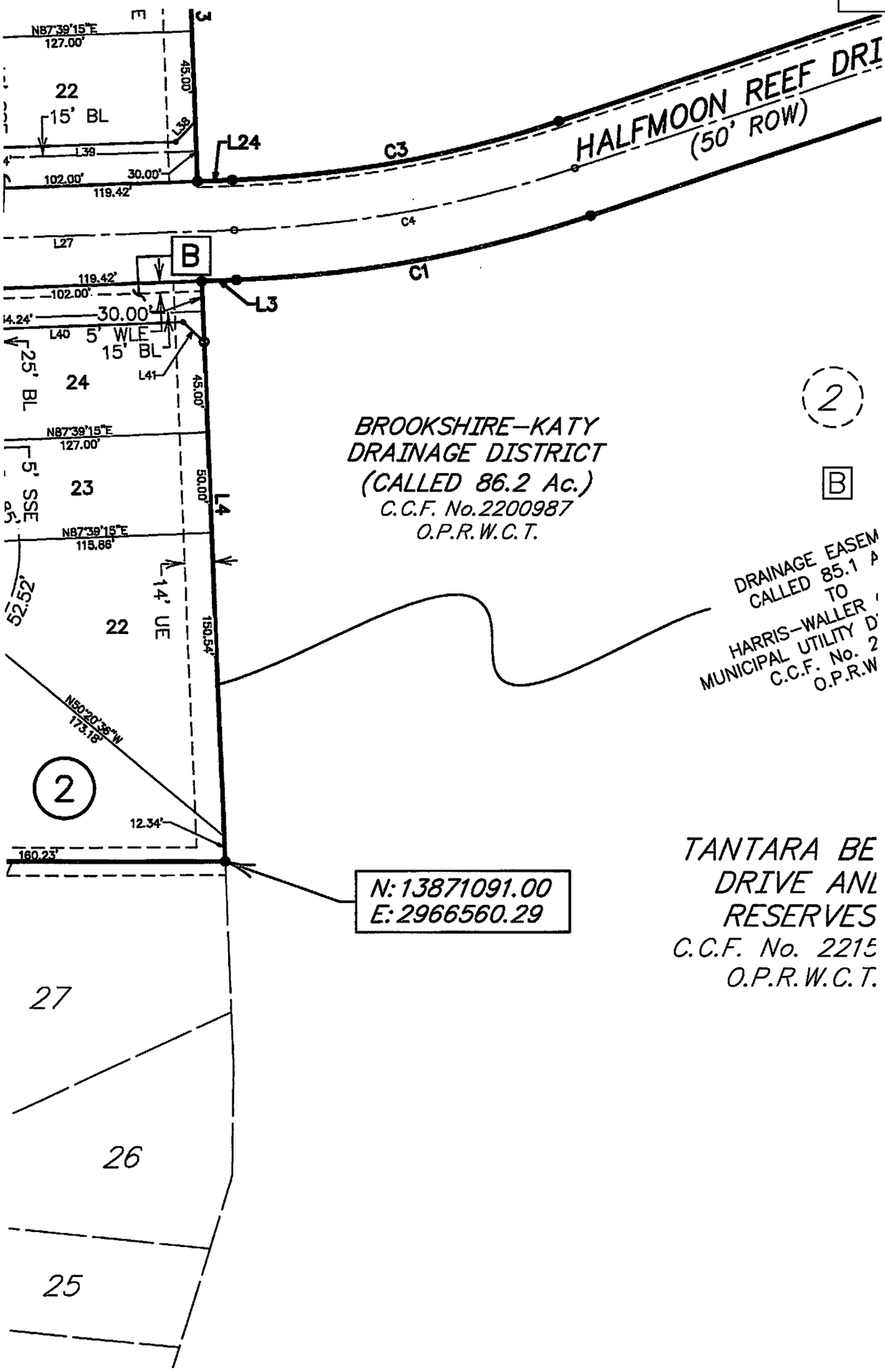
DATE: DECEMBER 2022 SCALE 1"=60' SHEET 1R OF 1	FINAL PLAT OF SUNTERRA SEC 47	**OWNER/DEVELOPER:** Gehan Homes, LTD., A Texas Limited Partnership 2050 W. Sam Houston Pkwy. Suite 1600 HOUSTON, TEXAS 77042 (713) 609–3024 Dzarzana@gehanhomes.com	ENGINEER/PLANNER/SURVEYOR: JONES | CARTER Texas Board of Professional Engineers Registration No. F-439 Texas Board of Professional Land Surveying Registration No. 100461-04 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@jonescarter.com

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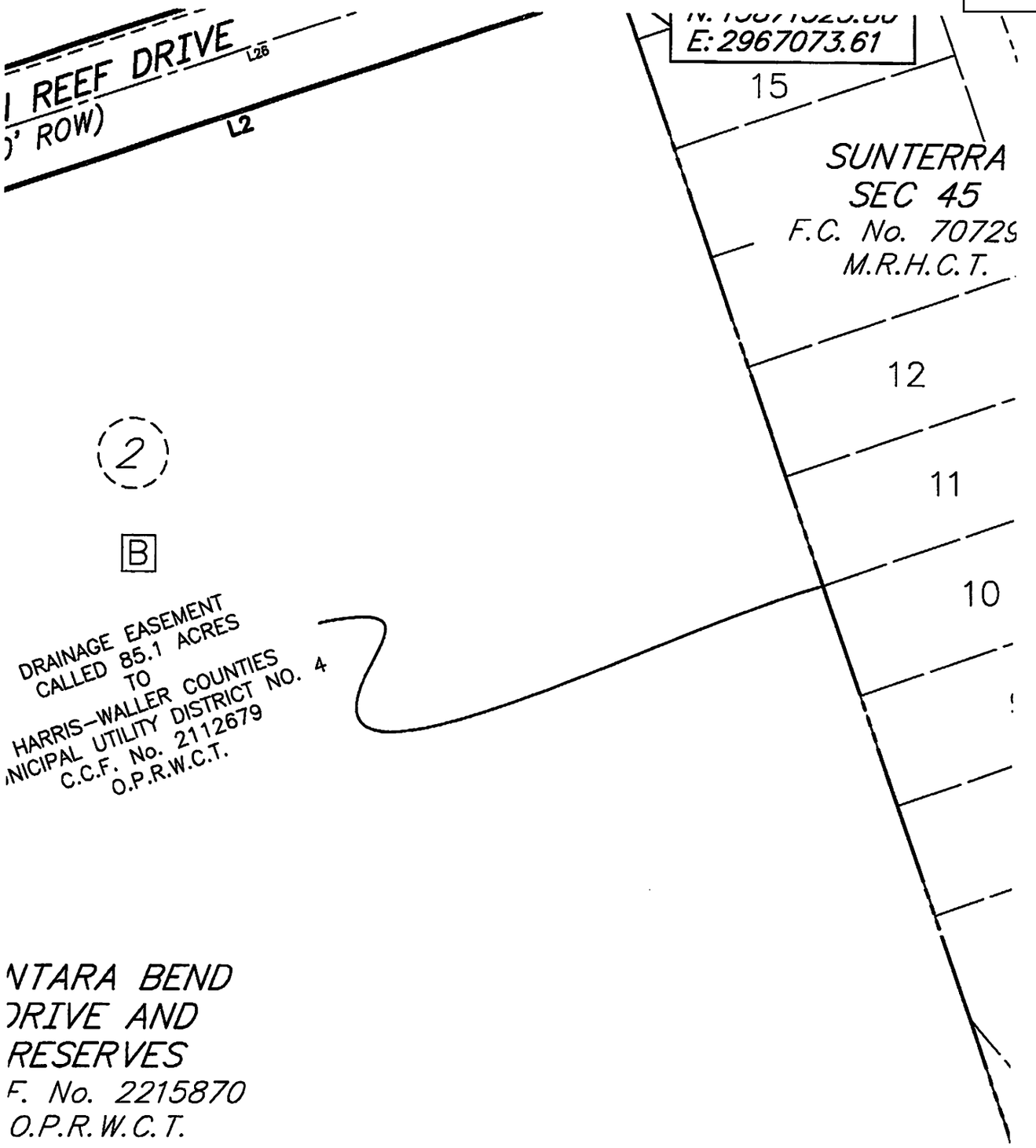
DATE: DECEMBER 2022 SCALE 1"=60' SHEET 1S OF 1	FINAL PLAT OF SUNTERRA SEC 47	**OWNER/DEVELOPER:** Gehan Homes, LTD., A Texas Limited Partnership 2050 W. Sam Houston Pkwy. Suite 1600 HOUSTON, TEXAS 77042 (713) 609-3024 Dzarzana@gehanhomes.com	ENGINEER/PLANNER/SURVEYOR: JONES|CARTER Texas Board of Professional Engineers Registration No. F-438 Texas Board of Professional Land Surveying Registration No. 100461-04 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@jonescarter.com

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DATE: DECEMBER 2022 SCALE 1"=60' SHEET 1T OF 1	FINAL PLAT OF SUNTERRA SEC 47	**OWNER/DEVELOPER:** Gehan Homes, LTD., A Texas Limited Partnership 2050 W. Sam Houston Pkwy. Suite 1600 HOUSTON, TEXAS 77042 (713) 609-3024 Dzarzana@gehanhomes.com	**ENGINEER/PLANNER/SURVEYOR:** JONES | CARTER Texas Board of Professional Engineers Registration No. F-439 Texas Board of Professional Land Surveying Registration No. 100345-04 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@jonescarter.com

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DATE: DECEMBER 2022 SCALE 1"=60' SHEET 1U OF 1	FINAL PLAT OF SUNTERRA SEC 47	**OWNER/DEVELOPER:** Gehan Homes, LTD., A Texas Limited Partnership 2050 W. Sam Houston Pkwy. Suite 1600 HOUSTON, TEXAS 77042 (713) 609-3024 Dzarzana@gehanhomes.com	ENGINEER/PLANNER/SURVEYOR: JONES | CARTER Texas Board of Professional Engineers Registration No. F-439 Texas Board of Professional Land Surveying Registration No. 100993-04 6330 West Loop South, Suite 150 • Bellaire, TX 77401 • 713.777.5337 Cjamnik@jonescarter.com

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WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

April 18, 2024

Camaaron Jackson
EHRA 10011 Meadowglen Lane
Houston, TX 77042
713-784-4500

Re: Bluestem Section 3 – Substantial Completion/One-Year Warranty Period

Mr. Jackson,

This formal notice is per your request to inspect the above referenced project in order to begin the one (1) year maintenance period.

On April 17, 2024, Mr. Robert J.P. Goodspeed and Mr. Vincent Hensen from Waller County Engineering Department concluded all punch list items are completed.

The County will consider the maintenance period to start on 04/17/2024. The road will be reviewed again in one (1) year to determine if any additional work is required before a motion for final acceptance of the road is submitted to Waller County Commissioners' Court.

Please contact us on or after the anniversary date of 04/17/2025 to schedule the Final Inspection.

If you have questions or require further information, please feel free to contact me at (979) 826-7670.

Sincerely,

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

Bluestem Section 3 Road Log

Road Name	Precinct	Location	Length		Right-of-Way	Pavement		Acceptance			Subdivision	Plat Recordation		Comments
			Feet	Miles	Width	Type	Width	Date	Volume	Page		Date	Instrument No.	
Plateau Drive	4	Key Map 401	1001.09	0.19	50-Foot	6" Rein. Conc.	28				Bluestem Section 3			
Arrowood Drive	4	Key Map 401	1288.39	0.24	50-Foot	6" Rein. Conc.	28				Bluestem Section 3			
Buckthorn Drive	4	Key Map 401	549.84	0.10	50-Foot	6" Rein. Conc.	28				Bluestem Section 3			
Goldenrod Trail	4	Key Map 401	171.19	0.03	50-Foot	6" Rein. Conc.	28				Bluestem Section 3			
El Dorado Drive	4	Key Map 401	756.56	0.14	50-Foot	6" Rein. Conc.	28				Bluestem Section 3			
Purpletop Lane	4	Key Map 401	32.41	0.01	50-Foot	6" Rein. Conc.	28				Bluestem Section 3			
			3799.48	**0.72**										

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Sunterra Section 55

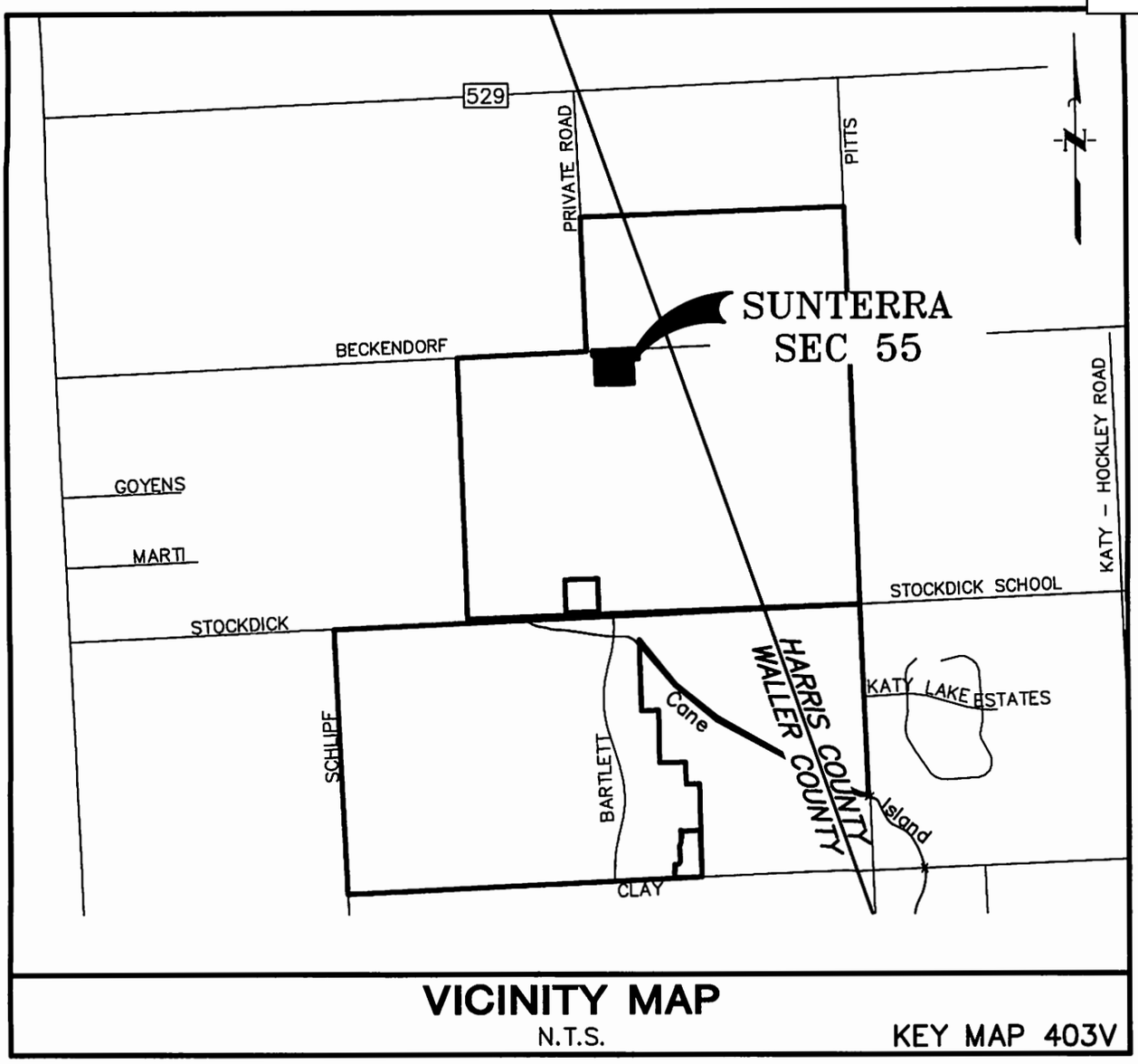
Date: May 15, 2024

Background

Final Plat of Sunterra Section 55 Subdivision which consists of 11.53 acres will include 32 Lots, 1 Block and 2 Reserves in Precinct 3.

Staff Recommendation

Approve Plat and accept Construction Bond



VICINITY MAP
N.T.S.
KEY MAP 403V

FINAL PLAT OF
SUNTERRA
SEC 55

A SUBDIVISION OF 11.53 ACRES OF LAND
OUT OF THE
H. & T. C. RAILROAD COMPANY SURVEY SECTION 129, A-204
WALLER COUNTY, TEXAS

32 LOTS **2 RESERVES** **1 BLOCK**

OCTOBER 2023

BKDD Permit No.

DATE: OCTOBER 2023 SCALE NTS SHEET 1A OF 1	FINAL PLAT OF SUNTERRA SEC 55	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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A METES & BOUNDS description of a 11.53 acre tract of land in the H. & T. C. Railroad Company Survey Section 129, Abstract 204, Waller County, Texas, being out of and a part of that certain called 227.45 acre tract, that certain called 1.11 acre tract and that certain called 322.56 acre tract recorded under County Clerk's File Number 2312086, Official Public Records, Waller County, Texas, and the residue of that certain called 349.96 acre tract recorded under County Clerk's File Number 2203247, Official Public Records, Waller County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at the northwest corner of said Abstract 204, same being the northeast corner of the Fred Eule Survey, Abstract 375, the southwest corner of the W. I. Williamson Survey, Abstract 410, Waller County, Texas, and the southeast corner of the H. & T. C. Railroad Company Survey, Section 119, Abstract 200, as located in Beckendorff Road;

Thence North 87 degrees 48 minutes 06 seconds East 50.00 feet along the common line of said Abstract 129 and said abstract 410, as located in Beckendorff Road, to the northwest corner and Place of Beginning of the herein described tract;

Thence North 87 degrees 48 minutes 06 seconds East along the north line of the herein described tract, same being the common line of said Abstract 129 and said Abstract 410, 865.07 feet to the northeast corner of the herein described tract;

Thence establishing the east line of the herein described tract, with the following courses and distances:

South 02 degrees 11 minutes 54 seconds East, 50.00 feet to a point in a non–tangent curve to the right;

Thence with said non–tangent curve to the right, having a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 47.12 feet, a radius of 30.00 feet, and a chord bearing South 47 degrees 11 minutes 54 seconds East at 7.90 feet pass a common line of said called 322.56 acre tract and the residue of said called 349.96 acre tract, and continuing for a total distance of 42.43 feet;

South 02 degrees 11 minutes 54 seconds East, 110.00 feet;

South 87 degrees 48 minutes 06 seconds West, 120.00;

South 02 degrees 11 minutes 54 seconds East, at 0.03 feet pass a common line of the residue of said called 349.96 acre tract and said called 1.11 acre tract, and continuing for a total distance of 352.00 feet;

North 87 degrees 48 minutes 06 seconds East, at 6.14 pass a common line of said called 1.11 acre tract and the residue of said called 349.96 acre tract, and continuing for a total distance of 8.43 feet;

South 02 degrees 11 minutes 54 seconds East, 120.00 feet to the southeast corner of the herein described tract;

Thence establishing the south line of the herein described tract, with the following courses and distances:

South 87 degrees 48 minutes 06 seconds West, at 0.21 feet pass a common line of said called 1.11 acre tract and the residue of said called 349.96 acre tract, crossing said called 1.11 acre tract and continuing for a total distance of 375.00 feet;

North 86 degrees 36 minutes 03 seconds West, 130.83 feet;

South 87 degrees 41 minutes 18 seconds West, 226.63 feet to the southwest corner of the herein described tract;

Thence establishing the west line of the herein described tract, with the following courses and distances:

North 02 degrees 20 minutes 45 seconds West, at 20.00 feet pass the lower northwest corner of said called 1.11 acre tract, being an interior corner of said called 227.45 acre tract, at 459.50 feet cross the common line of said called 227.45 acre tract and the residue of said called 349.96 acre tract, and continuing for a total distance of 564.60 feet;

South 87 degrees 39 minutes 15 seconds West, 50.00 feet;

North 02 degrees 20 minutes 45 seconds West, at 35.18 feet pass the common line of said called 322.56 acre tract and the residue of said called 349.96 acre tract, and continuing for a total distance of 85.22 feet to the Place of Beginning and containing 11.53 acres of land, more or less.

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DATE: OCTOBER 2023	FINAL PLAT OF SUNTERRA SEC 55	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783–6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com
SCALE NTS			
SHEET 1B OF 1			

1. One–foot reserve dedicated for buffer purposes to the public in fee as a buffer separation between the side or end of street where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re–subdivided in a recorded plat, the one–foot reserve shall thereupon become vested in the public for street right–of–way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns or successors.
2. This subdivision is proposed for single–family residential, detention and other related uses.
3. The radius on all block corners is 25 feet, unless otherwise noted.
4. With respect to recorded instruments within this plat, surveyor relied on City Planning Letter issued by Charter Title Company, GF No. 1076601900020A and 1076602100270, Dated August 3, 2023.
5. All easements are centered on lot lines unless otherwise shown. All 14 foot utility easements shown extend 7 feet on each side of a common lot line unless otherwise indicated.
6. With respect to recorded instruments within this plat, surveyor relied on City Planning Letter issued by the representative Title Company.
7. All coordinates shown are grid based on the Texas Coordinate System of 1983, South Central Zone, and may be converted to surface by applying by the combined scale factor of 0.99989805999.
8. All bearings are based on the Texas Coordinate System of 1983, South Central Zone.
9. A minimum of ten (10) feet shall be provided between sides of residential dwellings.
10. New development within the subdivision plat shall obtain a storm water quality permit before the issuance of any development permits.
11. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non–utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions 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 lots 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 with new fencing.
12. Structures built on lots in the designated flood plain shall be elevated to 1.5 feet above the base flood elevation or 18" above the curb or 12" above the centerline of the street, whichever is higher. No building permits will be issues in a flood hazard area below 1.5 feet above the base flood elevation (B.F.E.)or 18" above the curb or 12" above the centerline of the street, whichever is higher.
13. No structure in this subdivision shall be occupied until connected to a public sewer system.
14. No structure in this subdivision shall be occupied until connected to an individual water supply or a state – approved community water system.
15. This tract lies within Unshaded Zone X of the Flood Insurance Rate Map, Community No. 480640, Map Number 48473c0375E, Panel 0375, suffix "E" dated April 27, 2020 for Waller County, Texas and incorporated areas. Unshaded Zone "X"; is defined as areas determined to be outside the 0.2% annual chance floodplain.
16. Unless otherwise indicated, the building line (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.
17. Single Family Residential shall mean the use of a lot with one building designed for and containing no more than two separate units with facilities for living, sleeping cooking and eating therein. A lot upon which is located a free–standing building containing one dwelling unit and a detached secondary dwelling unit of no more than 900 square feet also shall be considered single family residential. A building that contains one dwelling unit on one lot that is connected by a party wall to another building containing one dwelling unit on an adjacent lot shall be single family residential.
18. Each lot shall provide a minimum of two off–street parking spaces per dwelling unit on each lot. In those instances where a secondary unit is provided only one additional space shall be provided.
19. Right–of–way easements for widening streets or improving drainage shall be maintained by the landowner until all street or drainage improvements are actually constructed on the property. The county has the right at any time to take possession of any street widening easement for construction, improvement or maintenance.
20. The building of all streets, bridges or culverts is the responsibility of the owners in accordance with the plans prescribed by the Commissioners Court. The Commissioners Court assumes no obligation to build or maintain any of the streets shown on the plat or constructing any of the bridges or drainage improvements. Upon completion of all obligations by the developer and written approval from the Commissioners Court, the County will assume full responsibility for maintenance of the public streets. The county will assume no responsibility for the drainage ways or easements in the subdivision, other than those draining or protecting the streets. The county assumes no responsibility for the accuracy of representations by other parties on the plat. Flood plain data, in particular, may change depending on subsequent development. The owners of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the county. The property subdivided herein is further restricted in its use as specified under the terms and conditions of restrictions filed separately. A copy of said restrictions will be furnished by aforesaid Katy 1093 LTD, to the purchaser of each and every lot in the subdivision prior to culmination of each sale include certification that the subdivider has complied with the requirements of section 232.032 and that:
    (a)the water quality and connections to the lots meet, or will meet, the minimum state standards;
    (b)sewer connections to the lots or septic tanks meet, or will meet, the minimum requirements of state standards;
    (c)electrical connections provided to the lot meet, or will meet, the minimum state standards; and
    (d)gas connections, if available, provided to the lot meet, or will meet, the minimum state standards.
21. Project site is within City of Houston ETJ.
22. There are no pipeline easements within the platted area.
23. All lots shall have adequate waste water collection services.
24. TBM '7523" being a set cotton picker spindle. Located in the South edge of asphalt of Clay Road, being +/– 6,946' East of the intersection of Clay Road and Schlipf Road, and +/– 3,601' West of the intersection of Clay Road and Pitts Road. Elevation = 159.03' (NAVD88, 2001 Adjustment).

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DATE: OCTOBER 2023 SCALE NTS SHEET 1C OF 1	FINAL PLAT OF SUNTERRA SEC 55	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783–6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

General Notes:

AE . . . . . "Aerial Easement"
BL . . . . . "Building Line"
C.C.F. . . . . ."County Clerk's File"
GBL . . . . . ."Garage Building Line"
No . . . . . "Number"
O.P.R.W.C.T. . . . "Official Public Records, Waller County, Texas"
O.R.W.C.T. . . . . "Official Records, Waller County, Texas"
ROW . . . . . "Right-of-Way"
SSE . . . . . ."Sanitary Sewer Easement"
Sq Ft . . . . . ."Square Feet"
UE . . . . . "Utility Easement"
Vol _, Pg _ . . ."Volume and Page"
WLE . . . . . ."Waterline Easement"
• . . . . . "Set 3/4-inch Iron With Cap Stamped "Quiddity Eng. Property Corner" as Per Certification"
① . . . . . ."Block Number"

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	30.00'	90°00'00"	47.12'	S47°11'54"E	42.43'	30.00'
C2	35.00'	90°08'51"	55.07'	S42°43'41"W	49.56'	35.09'
C3	50.00'	90°00'00"	78.54'	S47°11'54"E	70.71'	50.00'
C4	25.00'	48°11'23"	21.03'	N26°17'35"W	20.41'	11.18'
C5	50.00'	276°22'46"	241.19'	S87°48'06"W	66.67'	44.72'
C6	25.00'	48°11'23"	21.03'	S21°53'48"W	20.41'	11.18'
C7	25.00'	90°00'00"	39.27'	N42°48'06"E	35.36'	25.00'
C8	25.00'	48°11'23"	21.03'	N26°17'35"W	20.41'	11.18'
C9	50.00'	276°22'46"	241.19'	S87°48'06"W	66.67'	44.72'
C10	25.00'	48°11'23"	21.03'	S21°53'48"W	20.41'	11.18'
C11	25.00'	90°00'00"	39.27'	S47°11'54"E	35.36'	25.00'

RESTRICTED RESERVE [A]
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.33 AC
14,482 Sq. Ft.

RESTRICTED RESERVE [B]
Restricted to Detention Purposes Only
2.73 AC
119,074 Sq. Ft.

RESERVE TOTALS
3.06 AC
133,556 Sq. Ft.

DATE: OCTOBER 2023
SCALE NTS
SHEET 1D OF 1

FINAL PLAT OF
SUNTERRA
SEC 55

OWNER/DEVELOPER:
Astro Sunterra L.P.
a Delaware Limited Partnership
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713) 783-6702
SobryantGlandtejas.com

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000
CjamnikGquiddity.com

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LINE TABLE		
LINE	BEARING	DISTANCE
L1	S02°11'54"E	50.00'
L2	S02°11'54"E	110.00'
L3	S87°48'06"W	120.00'
L4	N87°48'06"E	8.43'
L5	S02°11'54"E	120.00'
L6	N86°36'03"W	130.83'
L7	S87°41'18"W	226.63'
L8	S87°39'15"W	50.00'
L9	N02°20'45"W	85.22'
L10	N87°48'06"E	779.85'
L11	N87°48'06"E	488.17'
L12	S02°11'54"E	257.00'
L13	S02°11'54"E	116.00'
L14	N37°07'30"W	91.25'
L15	S02°11'54"E	334.73'
L16	N42°43'41"E	70.62'
L17	N87°48'06"E	498.60'
L18	N28°20'28"W	27.98'
L19	N23°56'41"E	27.98'
L20	N87°48'06"E	157.27'
L21	S02°11'54"E	302.00'

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DATE: OCTOBER 2023

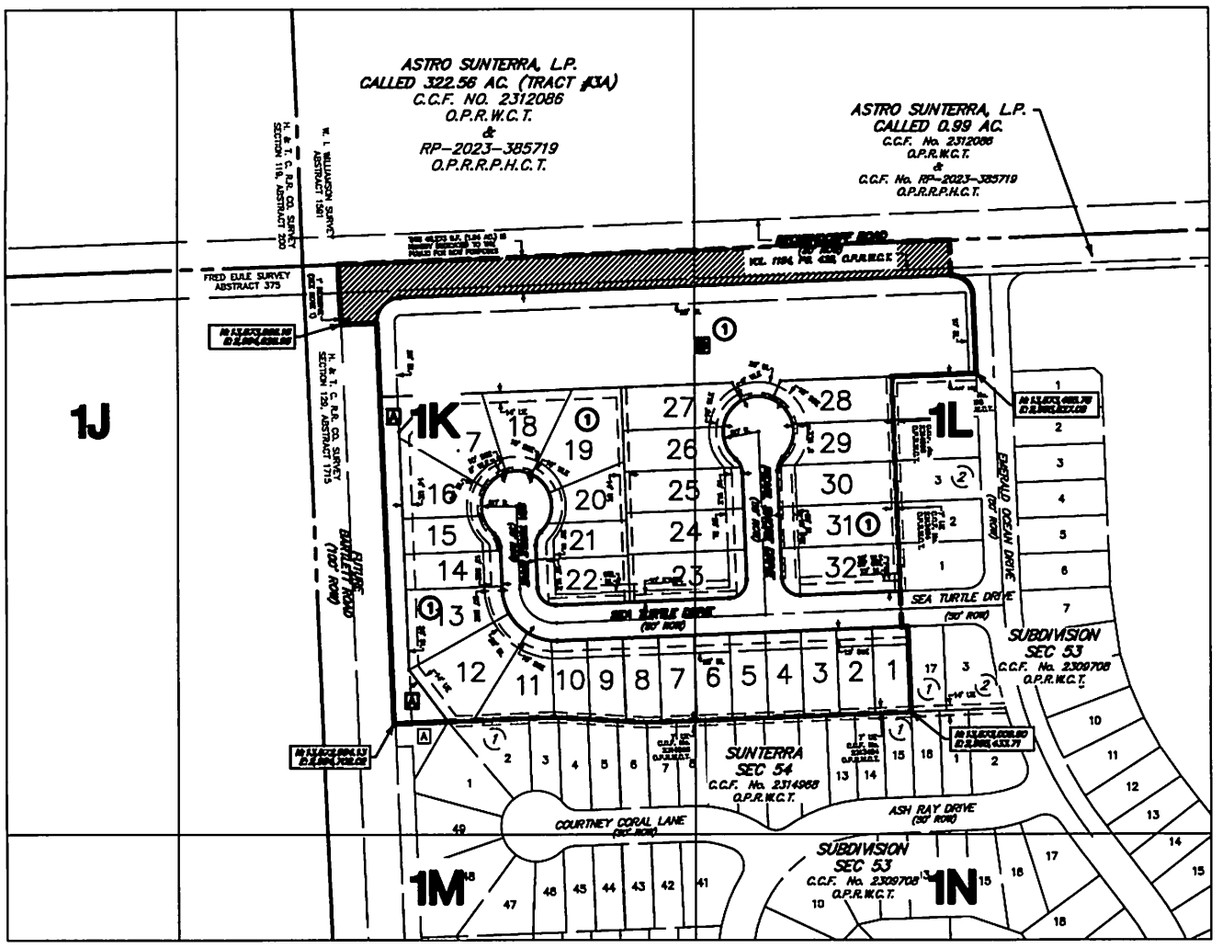
SCALE NTS

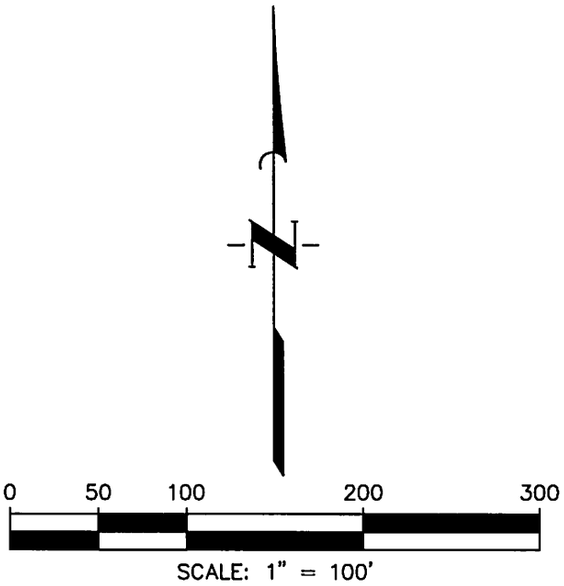
SHEET 1E OF 1

FINAL PLAT OF
SUNTERRA
SEC 55

OWNER/DEVELOPER:
Astro Sunterra L.P.
a Delaware Limited Partnership
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713) 783-6702
SobryantGlandtejas.com

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000
CjamnikGquiddity.com





DATE: OCTOBER 2023 SCALE 1" = 250' SHEET 1F OF 1	FINAL PLAT OF SUNTERRA SEC 55	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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Certificate of Surveyor

This is to certify that I, Chris D. Kalkomey, a Registered Professional Land Surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground; and that all block corners, lot corners and permanent referenced monuments have been set, that permanent control points will be set at completion of construction and that this plat correctly represents that survey made by me.

A portion of this subdivision lies within the boundaries of any municipality's corporate city limits, or area of extra territorial jurisdiction.

No portion of this subdivision lies within the boundaries of the 1% annual chance (100 year) flood plain as delineated on Waller County Community Panel #480640 in LOMR 19–06–1115P dated 4/27/2020.

A portion of this subdivision lies within the boundaries of the 0.2% annual change (500 year) floodplain as delineated on Waller County Community Panel # 480640 dated 2/18/2009.

STATE OF TEXAS
REGISTERED
CHRIS D. KALKOMEY
5869
PROFESSIONAL
LAND SURVEYOR

Chris D. Kalkomey
Registered Professional Land Surveyor
Texas Registration No. 5869

This is to certify that the Planning Commission of the City of Houston, Texas, has approved this plat and subdivision of Sunterra Sec 55 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 3 day of April, 2024

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

By: _____
Jennifer Ostlind, AICP
Secretary

HOUSTON PLANNING COMMISSION
HOUSTON
TEXAS

BROOKSHIRE–KATY DRAINAGE DISTRICT BROOKSHIRE–KATY DRAINAGE DISTRICT PERMIT NO. 2023–58

APPROVED BY THE BOARD OF SUPERVISORS ON 3-11-24
DATE

ARNOLD ENGLAND, PRESIDENT

DAVID WELCH, SECRETARY

ROD PINHEIRO, PE, PMP, CFM, DISTRICT ENGINEER

THE ABOVE HAVE SIGNED THESE PLANS AND/OR PLAT BASED ON THE RECOMMENDATION OF THE DISTRICT'S ENGINEER WHO HAS REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S "RULES, REGULATIONS, AND GUIDELINES". THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY–FIVE (365) CALENDAR DAYS. AFTER THAT TIME RE–APPROVAL IS REQUIRED. PLEASE NOTE, THIS DOES NOT NECESSARILY MEAN THAT ALL THE CALCULATIONS PROVIDED IN THESE PLANS AND/OR PLATS 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.

DATE: OCTOBER 2023	FINAL PLAT OF SUNTERRA SEC 55	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783–6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com
SCALE NTS			
SHEET 1G OF 1			

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STATE OF TEXAS §

COUNTY OF WALLER §

We, Astro Sunterra, L.P., a Delaware Limited Partnership, acting by and through Brian Stidham, Authorized Signer, owner hereinafter referred to as Owners of the 11.53 acre tract described in the above and foregoing map of Sunterra Sec 55, 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 purpose 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 the 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 purpose 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 easement totals thirty feet (30' 0") in width.

FURTHER, Owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon (or the placement of mobile home subdivision) and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, we do hereby certify that we are the owners of all property immediately adjacent to and adjoining the boundaries of the above and foregoing subdivision Sunterra where public utility easements are to be established outside the boundaries of the above and foregoing subdivision and to hereby make and establish and dedicate to the use of the public utilities forever all public utility easements shown in said adjacent acreage.

FURTHER, all of the property subdivided in the above and foregoing plat shall be restricted in its use, which restrictions shall run with the title to the property and shall be enforceable at the option of Waller County, by Waller County, or any citizen thereof, by injunction as follows:

1. That drainage of septic tanks into roads, streets, alleys or public ditches, streams, ect., either directly or indirectly is strictly prohibited.
2. All stock animals, horses and fowl, shall be fenced in and not allowed to run at large in the subdivision.
3. Drainage structures under private drives shall have a new drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of one and three quarters (1-1/4) square feet (15" diameter pipe) reinforced concrete pipe, unless specified by the County Road Administrator or County Engineer. Culverts and bridges must be used for all driveway and/or walks, although dip-style driveways are encouraged where appropriate.
4. Property owners will obtain Development Permits/Permit Exemptions from the County Flood Plain Administrator for all development.
5. There are no underground pipelines within the confines of the subdivision except as shown on the plat.
6. There shall be no sanitary sewer systems or any water well constructed within 50 feet of any lot line that does not adjoin with a public road.

IN TESTIMONY WHEREOF, the Astro Sunterra, L.P., a Delaware Limited Partnership has caused these presents to be signed by Brian Stidham, Authorized Signer, thereunto authorize, this 12 day of december, 2023.

Astro Sunterra, L.P.,
a Delaware Limited Partnership

By: Astro Sunterra GP LLC
a Delaware Limited Liability Company,
Its General Partner

By: _____
By: Brian Stidham
Title: Authorized Signer

STATE OF TEXAS §

COUNTY OF WALLER §

BEFORE ME, the undersigned authority, on this day personally appeared Brian Stidham, Authorized Signer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12 day of DECEMBER, 2023

Jennifer Ashcraft
Notary Public in and for the State of Texas

Jennifer Ashcraft
Print Name

JENNIFER ASHCRAFT
My Notary ID # 131592212
Expires May 31, 2026

My commission expires: 5/3/2026

DATE: OCTOBER 2023	FINAL PLAT OF SUNTERRA SEC 55	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com
SCALE NTS			
SHEET 1H OF 1			

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I, Ross McCall, County Engineer of Waller County, Certify that the Plat of this subdivision complies with all existing rules and regulations of Waller County.

No construction or other development within this subdivision may begin until all Waller County permit requirements have been met.

Date

Ross McCall, PE
County Engineer

STATE OF TEXAS §

COUNTY OF WALLER §

I, Debbie Hollan, County Clerk in and for Waller County, Texas do hereby certify that the foregoing instrument with its certificate of authentication was filed for recordation in my office on _____, 202_, at _____ o'clock ___M in File No. _____ of the Plat Records of said County. Witness my hand and seal of office, at Hempstead, Texas, the day and date last above written.

Debbie Hollan
Waller County, Texas

By:_____
Deputy

CERTIFICATE OF COMMISSIONERS COURT

APPROVED by the Commissioners' Court of Waller County, Texas, this _____ day of _____, 202_.

Carbett "Trey" J. Duhon III
County Judge

John A. Amsler
Commissioner, Precinct 1

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

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

NOTE: 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 current Waller County Subdivision and Development Regulations, in this regard.

DATE: OCTOBER 2023	FINAL PLAT OF SUNTERRA SEC 55	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com
SCALE NTS			
SHEET 11 OF 1			

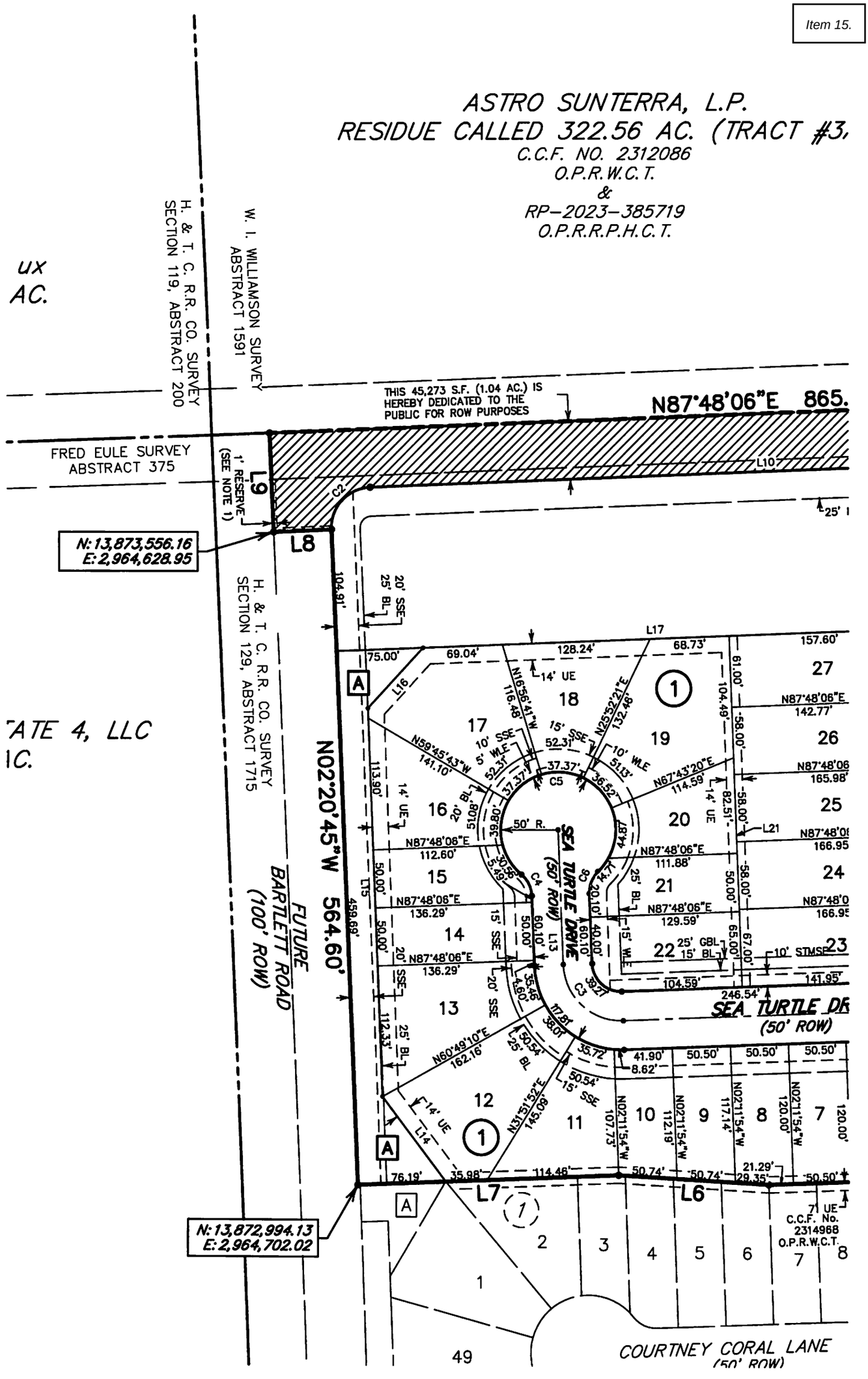
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MARTIN BELL, et
CALLED 19.0984
VOL. 657, PG. 415
O.R.W.C.T.

EHC II (LEN) MULTI SI
CALLED 105.10 A
C.C.F NO. 2400570
O.P.R.W.C.T.

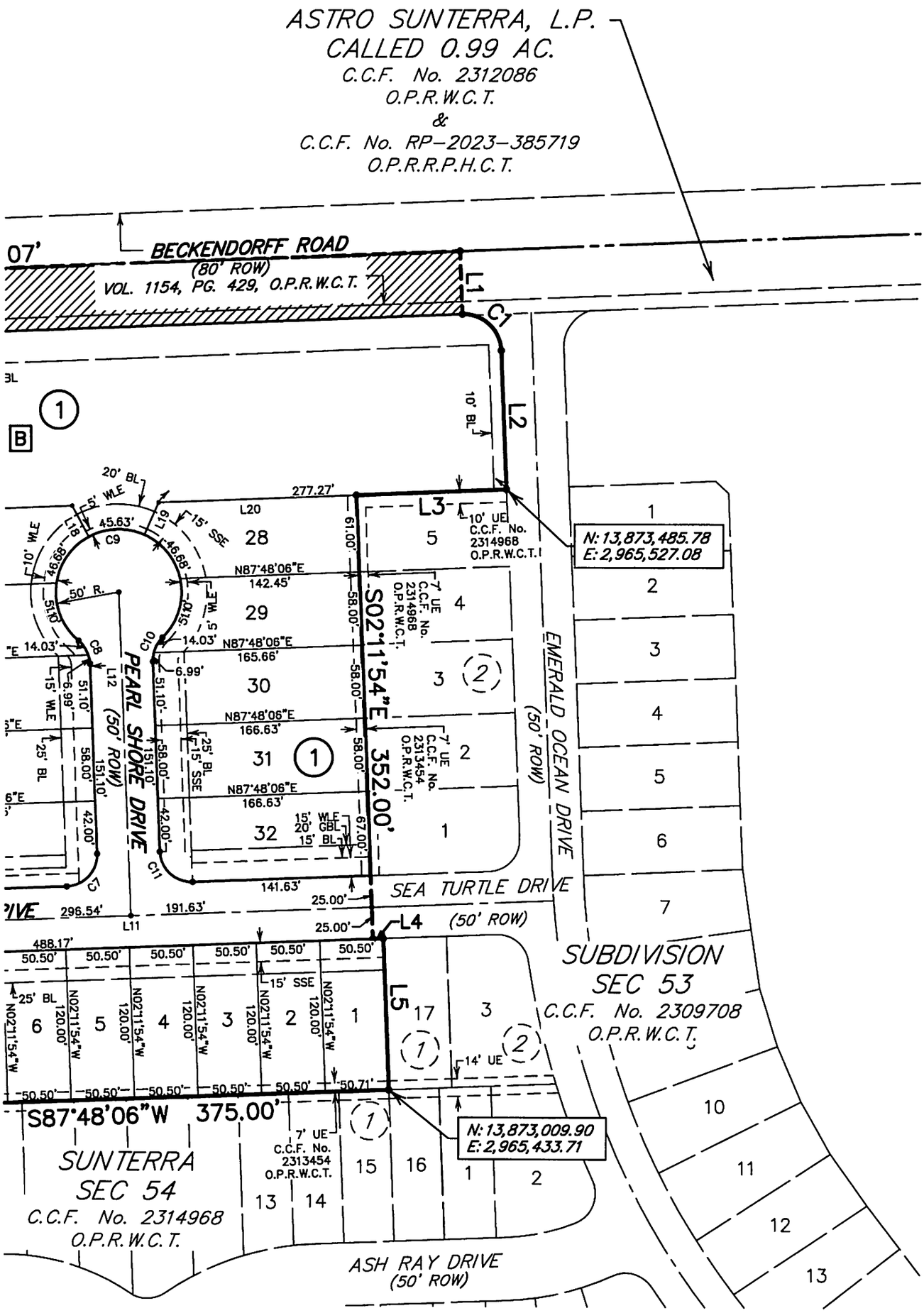
DATE: OCTOBER 2023 SCALE 1"=60' SHEET 1J OF 1	FINAL PLAT OF SUNTERRA SEC 55	**OWNER/DEVELOPER:** **Astro Sunterra L.P.** **a Delaware Limited Partnership** 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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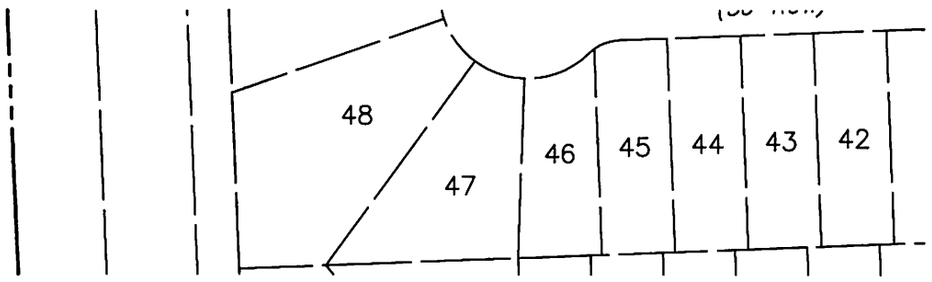
DATE: OCTOBER 2023 SCALE 1"=60' SHEET 1K OF 1	FINAL PLAT OF SUNTERRA SEC 55	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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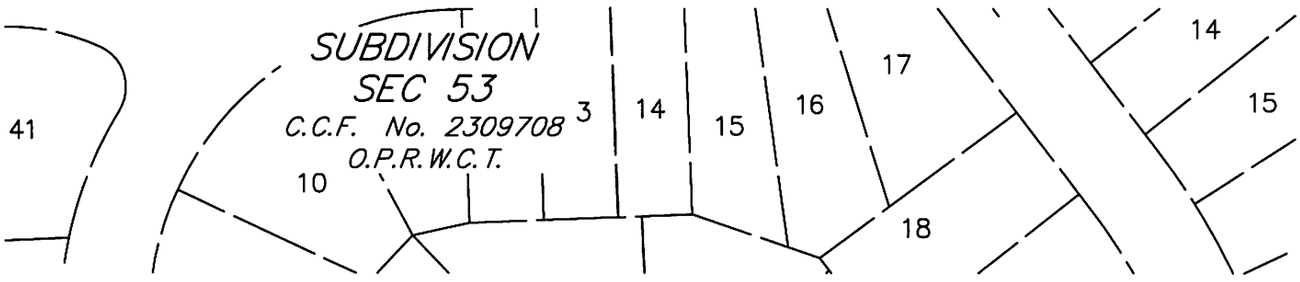
DATE: OCTOBER 2023 SCALE 1"=60' SHEET 1L OF 1	FINAL PLAT OF SUNTERRA SEC 55	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 SobryantC@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 CJamnik@quiddity.com

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DATE: OCTOBER 2023 SCALE 1"=60' SHEET 1M OF 1	FINAL PLAT OF SUNTERRA SEC 55	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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DATE: OCTOBER 2023 SCALE 1"=60' SHEET 1N OF 1	FINAL PLAT OF SUNTERRA SEC 55	**OWNER/DEVELOPER:** Astro Sunterra L.P. a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 Sobryant@landtejas.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Sunterra Section 65

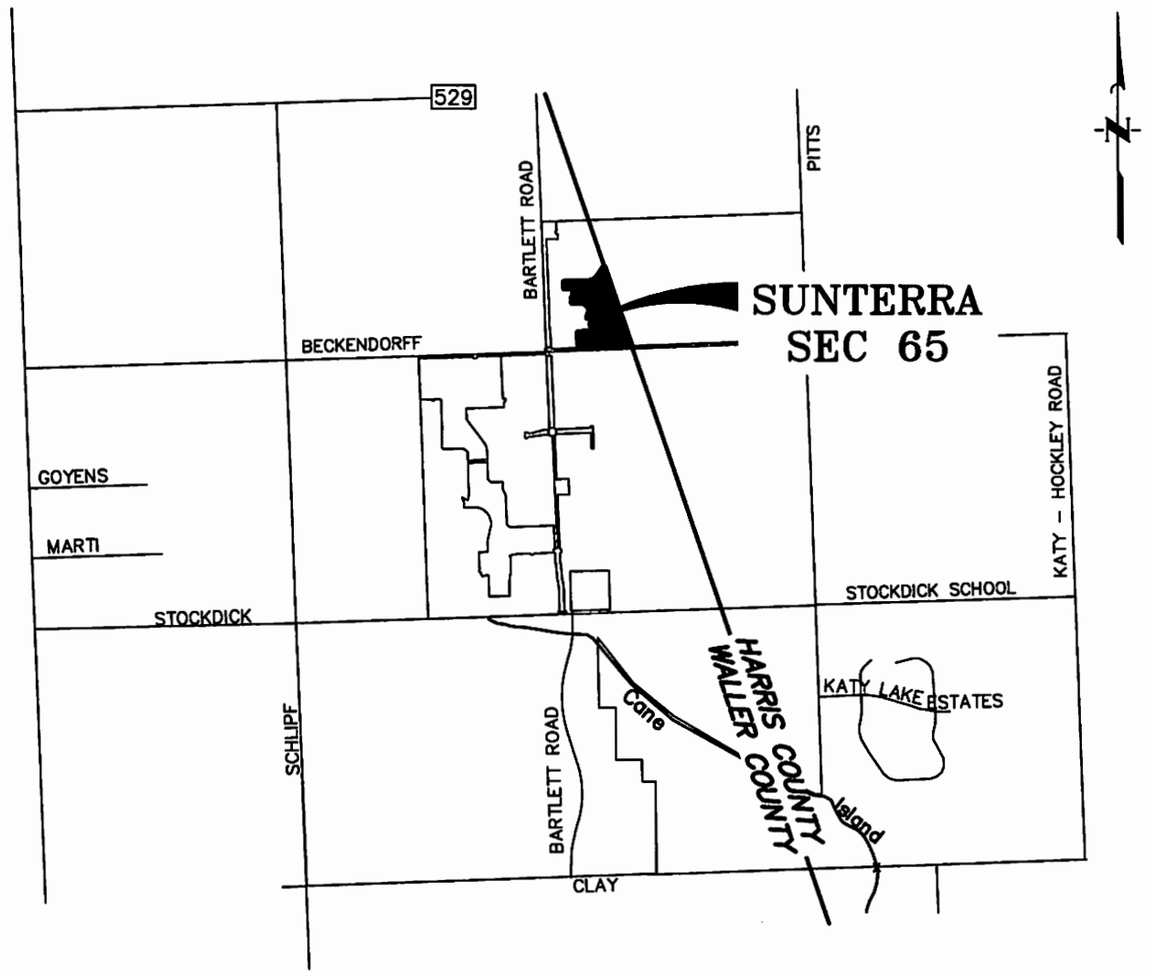
Date: May 15, 2024

Background

Final Plat of Sunterra Section 65 Subdivision which consists of 26.16 acres will include 48 Lots, 3 Blocks and 5 Reserves in Precinct 3.

Staff Recommendation

Approve Plat and accept Construction Bond



VICINITY MAP
N.T.S.
KEY MAP 403V

FINAL PLAT OF
SUNTERRA
SEC 65

A SUBDIVISION OF 26.16 ACRES OF LAND
OUT OF THE
W. I. WILLIAMSON SURVEY, A-410
WALLER COUNTY, TEXAS

48 LOTS **5 RESERVES** **3 BLOCKS**

MARCH 2024

BKDD Permit No. 2024-01

DATE: MARCH 2024 SCALE NTS SHEET 1A OF 1	FINAL PLAT OF SUNTERRA SEC 65	**OWNER/DEVELOPER:** D.R. HORTON - TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269-6832	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

K:\16537\16537-0161-01 Sunterra Section 65 WSD&P\2 Design Phase\Planning\Sunterra Sec 65-PLAT.dwg Apr 29, 2024 - 1:20pm cjs

STATE OF TEXAS §

COUNTY OF WALLER §

A METES & BOUNDS description of a 26.16 acre tract of land in the W. I. Williamson Survey, Abstract 410, Waller, Texas, being out of and a part of the residue of that certain called 322.56 acre tract recorded under County Clerk's File Number 2312086, Official Public Records, Waller County, Texas, and that certain called 24.57 acre tract recorded under County Clerk's File Number 2400405, Official Public Records, Waller County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at the northwest corner of Beckendorff Road Street Dedication Section 3, according to map or plat thereof, recorded under Film Code Number 702694, Map Records, Harris County, Texas, being a point in the south line of the residue of said called 322.56 acre tract, same being the north line of the residue of an adjoining called 349.96 acre tract, recorded under County Clerk's File Number RP–2022–140211, Official Public Records of Real Property, Harris County, Texas;

Thence South 87 degrees 48 minutes 06 seconds West along the south line of the residue of said called 322.56 acre tract, same being the north line of the residue of said adjoining called 349.96 acre tract, at 129.88 feet depart said line and cross the residue of said called 322.56 acre tract and continue for a total distance of 2,421.94 feet to the lower southeast corner and Place of Beginning of the herein described tract, being a point in the Harris–Waller County line;

Thence establishing the lower south line of the herein described tract with the following courses and distances:

South 87 degrees 48 minutes 06 seconds West, 712.61 feet to the beginning of a curve to the right;

Thence with said curve to the right, having a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 47.12 feet, a radius of 30.00 feet, and a chord bearing North 47 degrees 11 minutes 54 seconds West, 42.43 feet;

South 87 degrees 48 minutes 06 seconds West, 50.00 feet to a point in a non–tangent curve to the right;

Thence with said non–tangent curve to the right, having a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 47.12 feet, a radius of 30.00 feet, and a chord bearing South 42 degrees 48 minutes 06 seconds West, 42.43 feet;

South 87 degrees 48 minutes 06 seconds West, 260.08 feet to the lower southwest corner of the herein described tract;

Thence North 02 degrees 12 minutes 42 seconds West establishing a portion of the lower west line of the herein described tract, crossing the residue of said called 322.56 acre tract, 25.00 feet to the lower southwest corner of said called 24.57 acre tract;

Thence along the lower west line of the herein described tract, same being the lower west line of said called 24.57 acre tract and an interior line of the residue of said called 322.56 acre tract, 290.00 feet to the lower northwest corner of the herein described tract, same being an interior corner of said called 24.57 acre tract and the residue of said called 322.56 acre tract;

Thence establishing the lower north line of the herein described tract, crossing said called 24.57 acre tract with the following courses and distances:

North 87 degrees 48 minutes 06 seconds East, 100.16 feet;

North 02 degrees 11 minutes 54 seconds West, 7.00 feet;

North 87 degrees 48 minutes 06 seconds East, 190.00 feet to a reentry corner of the herein described tract;

Thence establishing the upper west line of the herein described tract with the following courses and distances:

North 02 degrees 11 minutes 54 seconds West, 95.00 feet to the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet, a radius of 25.00 feet, and a chord bearing North 47 degrees 11 minutes 54 seconds West, 35.36 feet;

North 02 degrees 11 minutes 54 seconds West, 50.00 feet;

North 87 degrees 48 minutes 06 seconds East, 6.84 feet to the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 79 degrees 23 minutes 29 seconds, an arc length of 34.64 feet, a radius of 25.00 feet, and a chord bearing North 48 degrees 06 minutes 22 seconds East, 31.94 feet to the beginning of a reverse curve to the right;

Thence with said reverse curve to the right, having a central angle of 07 degrees 46 minutes 41 seconds, an arc length of 50.91 feet, a radius of 375.00 feet, and a chord bearing North 12 degrees 17 minutes 58 seconds East, 50.87 feet;

North 16 degrees 11 minutes 18 seconds East, 53.06 feet;

South 87 degrees 48 minutes 06 seconds West, 126.46 feet;

North 15 degrees 41 minutes 13 seconds East, 154.65 feet;

North 06 degrees 26 minutes 12 seconds West, 48.72 feet;

North 33 degrees 06 minutes 27 seconds West, 48.75 feet;

North 49 degrees 37 minutes 36 seconds West, 56.98 feet;

North 55 degrees 54 minutes 06 seconds West, 52.56 feet;

North 74 degrees 48 minutes 47 seconds West, 51.37 feet;

South 89 degrees 25 minutes 13 seconds West, 55.33 feet;

South 87 degrees 59 minutes 16 seconds West, 127.93 feet;

North 02 degrees 12 minutes 42 seconds West, 94.91 feet to the beginning of a curve to the right;

Thence with said curve to the right, having a central angle of 90 degrees 11 minutes 58 seconds, an arc length of 39.36 feet, a radius of 25.00 feet, and a chord bearing North 42 degrees 53 minutes 17 seconds East, 35.42 feet;

North 87 degrees 59 minutes 16 seconds East, 13.50 feet;

North 02 degrees 00 minutes 44 seconds West, 177.00 feet to a point in the north line of said called 24.57 acre tract and an interior line of the residue of said called 322.56 acre tract;

South 87 degrees 59 minutes 16 seconds West along a portion of the north line of said called 24.57 acre tract and an interior line of the residue of said called 322.56, at 158.50 feet depart said line and continue crossing the residue of said called 322.56 acre tract for a total distance of 183.50 feet;

North 02 degrees 00 minutes 44 seconds West crossing the residue of said called 322.56 acre tract, 130.00 feet to the upper northwest corner of the herein described tract to a point in the south line of an adjoining called 94.98 acre tract recorded under County Clerk's File Number RP–2024–13950, Official Public Records of Real Property, Harris County, Texas;

Thence along the upper north line of the herein described tract, same being the south line of said adjoining called 94.98 acre tract and an interior line of the residue of said called 322.56 acre tract with the following courses and distances:

North 87 degrees 59 minutes 16 seconds East, 520.00 feet;

North 80 degrees 17 minutes 30 seconds East, 32.23 feet;

North 64 degrees 51 minutes 40 seconds East, 65.77 feet;

North 48 degrees 48 minutes 00 seconds East, 76.62 feet;

North 44 degrees 52 minutes 01 second East, 25.04 feet;

North 33 degrees 07 minutes 00 seconds East, 209.87 feet;

North 71 degrees 05 minutes 26 seconds East, 23.26 feet to the northeast corner of the herein described tract, being a point in the Harris–Waller County line;

Thence South 18 degrees 54 minutes 19 seconds East along the Harris–Waller County line, 1,707.50 feet to the Place of Beginning and containing 26.16 acres of land, more or less.

DATE: MARCH 2024 SCALE NTS SHEET 1B OF 1	FINAL PLAT OF SUNTERRA SEC 65	**OWNER/DEVELOPER:** D.R. HORTON – TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269–6832	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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General Notes:

1. One–foot reserve dedicated for buffer purposes to the public in fee as a buffer separation between the side or end of street where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re–subdivided in a recorded plat, the one–foot reserve shall thereupon become vested in the public for street right–of–way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns or successors.
2. This subdivision is proposed for single–family residential, detention and other related uses.
3. The radius on all block corners is 25 feet, unless otherwise noted.
4. With respect to recorded instruments within this plat, surveyor relied on City Planning Letter issued by Charter Title Company, GF No. 1076601900020C, Dated September 10, 2023.
5. All easements are centered on lot lines unless otherwise shown. All 14 foot utility easements shown extend 7 feet on each side of a common lot line unless otherwise indicated.
6. All coordinates shown are grid based on the Texas Coordinate System of 1983, South Central Zone, and may be converted to surface by applying the combined scale factor of 1.00010195040.
7. All bearings are based on the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.
8. A minimum of ten (10) feet shall be provided between sides of residential dwellings.
9. New development within the subdivision plat shall obtain a storm water quality permit before the issuance of any development permits.
10. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non–utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions 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 lots 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 with new fencing.
11. Structures built on lots in the designated flood plain shall be elevated to two (2) feet or more above the 500–year floodplain elevation, in the 100–year floodplain. Within the 500–year, these structures must be elevated to one (1) foot above the 500–year floodplain level. No development permits will be issued in a Flood Hazard Area below the base flood elevation (B.F.E.) Contact the County Engineer's office for specific information.
12. No structure in this subdivision shall be occupied until connected to a public sewer system.
13. No structure in this subdivision shall be occupied until connected to an individual water supply or a state – approved community water system.
14. This tract lies within Unshaded Zone "X" of the Flood Insurance Rate Map, Community NO. 480640, Map Number 48473C0375E, Panel 0375, suffix "E" dated February 18, 2009 and revised under LOMR 22–06–2777P dated November 20, 2023 for Waller County, Texas and incorporated areas.
15. Unless otherwise indicated, the building line (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.
16. Single Family Residential shall mean the use of a lot with one building designed for and containing no more than two separate units with facilities for living, sleeping cooking and eating therein. A lot upon which is located a free–standing building containing one dwelling unit and a detached secondary dwelling unit of no more than 900 square feet also shall be considered single family residential. A building that contains one dwelling unit on one lot that is connected by a party wall to another building containing one dwelling unit on an adjacent lot shall be single family residential.
17. Each lot shall provide a minimum of two off–street parking spaces per dwelling unit on each lot. In those instances where a secondary unit is provided only one additional space shall be provided.
18. Right–of–way easements for widening streets or improving drainage shall be maintained by the landowner until all street or drainage improvements are actually constructed on the property. The county has the right at any time to take possession of any street widening easement for construction, improvement or maintenance.
19. The building of all streets, bridges or culverts is the responsibility of the owners in accordance with the plans prescribed by the Commissioners Court. The Commissioners Court assumes no obligation to build or maintain any of the streets shown on the plat or constructing any of the bridges or drainage improvements. Upon completion of all obligations by the developer and written approval from the Commissioners Court, the County will assume full responsibility for maintenance of the public streets. The county will assume no responsibility for the drainage ways or easements in the subdivision, other than those draining or protecting the streets. The county assumes no responsibility for the accuracy of representations by other parties on the plat. Flood plain data, in particular, may change depending on subsequent development. The owners of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the county. The property subdivided herein is further restricted in its use as specified under the terms and conditions of restrictions filed separately. A copy of said restrictions will be furnished by aforesaid D.R. Horton – Texas, LTD., a Texas Limited Partnership, to the purchaser of each and every lot in the subdivision prior to culmination of each sale include certification that the subdivider has complied with the requirements of section 232.032 and that:
    (a)the water quality and connections to the lots meet, or will meet, the minimum state standards;
    (b)sewer connections to the lots or septic tanks meet, or will meet, the minimum requirements of state standards;
    (c)electrical connections provided to the lot meet, or will meet, the minimum state standards; and
    (d)gas connections, if available, provided to the lot meet, or will meet, the minimum state standards.
20. Project site is within City of Houston ETJ.
21. There are no pipeline easements within the platted area.
22. TBM 5000357: Being a 5/8" Iron rod with cap marked "Quiddity Eng. Control" located approximately 662 feet southeast of the northwest corner of a called 322.56 acre tract recorded under County Clerk's File Number 2312086, being a 5/8" Iron rod, also being approximately 2,712 feet northeast of the lower northeast corner of said 322.56 acre tract, being a Mag Nail set with Shiner. Coordinates – N: 13876292.99 E: 2965134.88 Elevation: 166.85'
23. All lots shall have adequate wastewater collection services.
24. Tract is subject to Surface Waiver Agreement recorded under C.C.F. No. 2312084, O.P.R.W.C.T.

DATE: MARCH 2024	FINAL PLAT OF SUNTERRA SEC 65	**OWNER/DEVELOPER:** **D.R. HORTON – TEXAS, LTD.** **A Texas Limited Partnership** 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269–6832	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com
SCALE NTS			
SHEET 1C OF 1			

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General Notes:
AC . . . . . "Acres"
AE . . . . . "Aerial Easement"
BL . . . . . "Building Line"
C.C.F. . . . . ."County Clerk's File"
GBL . . . . . ."Garage Building Line"
IRF . . . . . ."Found 5/8–inch Iron Rod with cap stamped "Quiddity Eng. Property Corner""
M.R.H.C.T. . . . . "Map Records, Harris County, Texas"
No . . . . . "Number"
O.P.R.R.P.H.C.T. . ."Official Public Records of Real Property, Harris County, Texas"
O.P.R.W.C.T. . . . "Official Public Records, Waller County, Texas"
ROW . . . . . "Right–of–Way"
STM SE . . . . . "Storm Sewer Easement"
SSE . . . . . ."Sanitary Sewer Easement"
Sq Ft . . . . . ."Square Feet"
UE . . . . . "Utility Easement"
Vol _, Pg _ . . ."Volume and Page"
WLE . . . . . ."Waterline Easement"
● . . . . . "Set 3/4–inch Iron Rod With Cap Stamped "Quiddity Eng. Property Corner" as Per Certification"
① . . . . . ."Block Number"
. . . . . "Street Name Break"

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH	TANGENT
C1	30.00'	90°00'00"	47.12'	N47°11'54"W	42.43'	30.00'
C2	30.00'	90°00'00"	47.12'	S42°48'06"W	42.43'	30.00'
C3	25.00'	90°00'00"	39.27'	N47°11'54"W	35.36'	25.00'
C4	25.00'	79°23'29"	34.64'	N48°06'22"E	31.94'	20.75'
C5	375.00'	7°46'41"	50.91'	N12°17'58"E	50.87'	25.49'
C6	25.00'	90°11'58"	39.36'	N42°53'17"E	35.42'	25.09'
C7	350.00'	18°23'12"	112.32'	N06°59'42"E	111.84'	56.65'
C8	250.00'	65°48'54"	287.17'	N16°43'09"W	271.64'	161.78'
C9	300.00'	42°23'08"	221.93'	N70°49'10"W	216.90'	116.32'
C10	25.00'	90°00'00"	39.27'	N47°11'54"W	35.36'	25.00'
C11	25.00'	48°11'23"	21.03'	N63°42'25"E	20.41'	11.18'
C12	50.00'	276°22'46"	241.19'	N02°11'54"W	66.67'	44.72'
C13	25.00'	48°11'23"	21.03'	N68°06'12"W	20.41'	11.18'
C14	25.00'	90°00'00"	39.27'	N42°48'06"E	35.36'	25.00'
C15	25.00'	90°00'00"	39.27'	N47°11'54"W	35.36'	25.00'
C16	25.00'	48°11'23"	21.03'	N63°42'25"E	20.41'	11.18'
C17	50.00'	276°22'46"	241.19'	N02°11'54"W	66.67'	44.72'
C18	25.00'	48°11'23"	21.03'	N68°06'12"W	20.41'	11.18'
C19	25.00'	90°00'00"	39.27'	N42°48'06"E	35.36'	25.00'

RESTRICTED RESERVE [A]
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.57 AC
24,734 Sq. Ft.

RESTRICTED RESERVE [C]
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.07 AC
3,175 Sq. Ft.

RESTRICTED RESERVE [D]
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.26 AC
11,363 Sq. Ft.

RESTRICTED RESERVE [E]
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.23 AC
10,150 Sq. Ft.

RESERVE TOTALS
15.14 AC
659,869 Sq. Ft.

DATE: MARCH 2024
SCALE NTS
SHEET 1D OF 1

FINAL PLAT OF
SUNTERRA
SEC 65

OWNER/DEVELOPER:
D.R. HORTON – TEXAS, LTD.
A Texas Limited Partnership
400 CARRIAGE HILLS BLVD
CONROE, TEXAS 77384
(281) 269–6832

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000
Cjamnik@quiddity.com

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LINE TABLE		
LINE	BEARING	DISTANCE
L1	N80°17'30"E	32.23'
L2	N64°51'40"E	65.77'
L3	N48°48'00"E	76.62'
L4	N44°52'01"E	25.04'
L5	N33°07'00"E	209.87'
L6	N71°05'26"E	23.26'
L7	S87°48'06"W	50.00'
L8	N87°48'06"E	100.16'
L9	N02°11'54"W	7.00'
L10	N87°48'06"E	190.00'
L11	N02°11'54"W	95.00'
L12	N02°11'54"W	50.00'
L13	N87°48'06"E	6.84'
L14	N16°11'18"E	53.06'
L15	S87°48'06"W	126.46'
L16	N15°41'13"E	154.65'
L17	N06°26'12"W	48.72'
L18	N33°06'27"W	48.75'
L19	N49°37'36"W	56.98'
L20	N55°54'06"W	52.56'
L21	N74°48'47"W	51.37'
L22	S89°25'13"W	55.33'
L23	S87°59'16"W	127.93'
L24	N02°12'42"W	94.91'
L25	N87°59'16"E	13.50'
L26	N02°00'44"W	177.00'
L27	S87°59'16"W	183.50'
L28	N02°00'44"W	130.00'
L29	N02°11'54"W	413.36'
L30	N87°48'06"E	322.61'
L31	N87°48'06"E	50.80'
L32	N16°11'18"E	151.02'
L33	N49°37'36"W	62.01'
L34	N87°59'16"E	124.41'
L35	N02°00'44"W	130.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L36	N87°59'16"E	110.50'
L37	N89°19'30"W	67.30'
L38	N80°42'41"W	71.35'
L39	N71°39'27"W	71.35'
L40	N62°36'12"W	71.35'
L41	N53°37'48"W	70.28'
L42	N49°37'36"W	55.25'
L43	N44°50'48"W	72.99'
L44	N34°21'48"W	74.04'
L45	N23°47'47"W	74.04'
L46	N13°13'46"W	74.03'
L47	N02°39'45"W	74.03'
L48	N07°54'16"E	74.03'
L49	N15°40'02"E	60.59'
L50	N16°11'18"E	80.25'
L51	N73°48'42"W	127.00'
L52	N73°48'42"W	127.00'
L53	N14°57'04"E	52.37'
L54	N03°02'15"E	49.48'
L55	N02°11'54"W	90.71'
L56	N87°48'06"E	127.00'
L57	N88°34'15"E	88.56'
L58	N79°43'37"W	55.51'
L59	N31°51'01"W	102.80'
L60	S02°11'54"E	242.90'
L61	N42°48'06"E	42.43'
L62	N87°48'06"E	255.62'
L63	N47°11'54"W	14.14'
L64	S02°11'54"E	117.00'
L65	N02°11'54"W	117.00'
L66	N42°48'06"E	14.14'
L67	N87°48'06"E	255.09'

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DATE: MARCH 2024

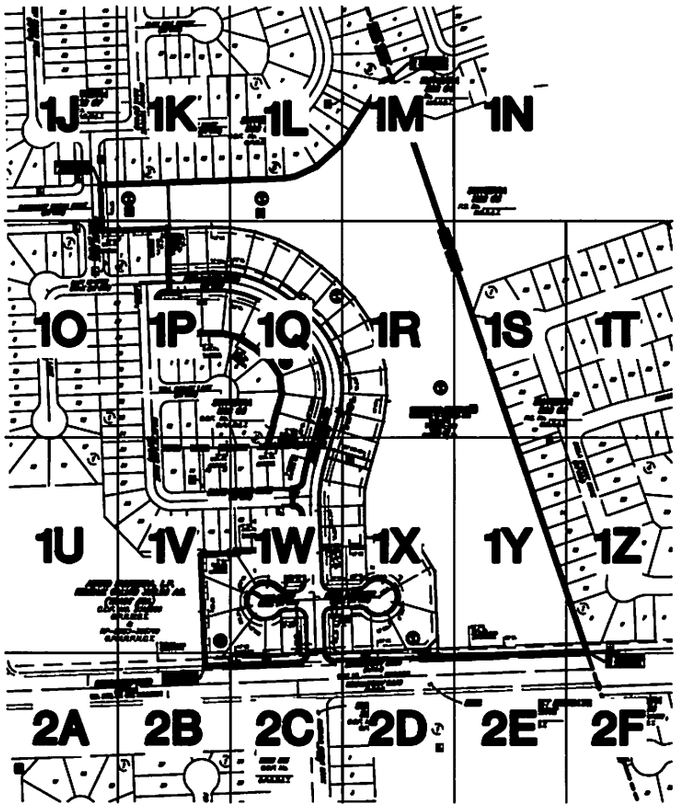
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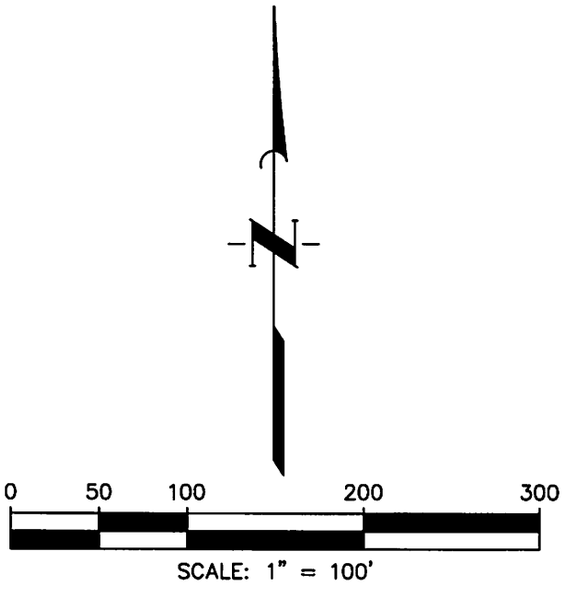
SHEET 1E OF 1

FINAL PLAT OF
SUNTERRA
SEC 65

OWNER/DEVELOPER:
D.R. HORTON – TEXAS, LTD.
A Texas Limited Partnership
400 CARRIAGE HILLS BLVD
CONROE, TEXAS 77384
(281) 269-6832

ENGINEER/PLANNER/SURVEYOR:
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Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000
Cjamnik@quiddity.com





DATE: MARCH 2024 SCALE NTS SHEET 1F OF 1	FINAL PLAT OF SUNTERRA SEC 65	**OWNER/DEVELOPER:** D.R. HORTON – TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269–6832	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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STATE OF TEXAS §

COUNTY OF WALLER §

We, D.R. Horton – Texas, Ltd., a Texas Limited Partnership by D.R. Horton Inc., a Delaware Corporation, it's Authorized Agent, acting by and through Chad Estes, Land Development Manager, owner hereinafter referred to as Owners of the 26.16 acre tract described in the above and foregoing map of Sunterra Sec 65 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 purpose 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 the 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 purpose 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 easement totals thirty feet (30' 0") in width.

FURTHER, Owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, all of the property subdivided in the above and foregoing plat shall be restricted in its use, which restrictions shall run with the title to the property and shall be enforceable at the option of Waller County, by Waller County, or any citizen thereof, by injunction as follows:

1. That drainage of septic tanks into roads, streets, alleys or public ditches, streams, ect., either directly or indirectly is strictly prohibited.
2. All stock animals, horses and fowl, shall be fenced in and not allowed to run at large in the subdivision.
3. Drainage structures under private drives shall have a new drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of one and three quarters (1–1/4) square feet (15" diameter pipe) reinforced concrete pipe, unless specified by the County Road Administrator or County Engineer. Culverts and bridges must be used for all driveway and/or walks, although dip–style driveways are encouraged where appropriate.
4. Property owners will obtain Development Permits/Permit Exemptions from the County Flood Plain Administrator for all development.
5. There are no underground pipelines within the confines of the subdivision except as shown on the plat.
6. There shall be no sanitary sewer systems or any water well constructed within 50 feet of any lot line that does not adjoin with a public road.

IN TESTIMONY WHEREOF, the D.R. Horton – Texas, Ltd., a Texas Limited Partnership by D.R. Horton Inc., a Delaware Corporation, it's Authorized Agent, has caused these presents to be signed by Chad Estes, Land Development Manager, thereunto authorize, this 17 day of March, 2024

D.R. Horton – Texas, Ltd.,
a Texas Limited Partnership

By: D.R. Horton Inc., a Delaware Corporation, it's Authorized Agent.

By: _____
Chad Estes
Land Development Manager

STATE OF TEXAS §

COUNTY OF Montgomery §

BEFORE ME, the undersigned authority, on this day personally appeared Chad Estes, Land Development Manager, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of March, 2024

Lacy Groschke
Notary Public in and for the State of Texas

LACY GROSCHKE
Print Name

My commission expires: 10/11/2026

LACY DAWN GROSCHKE NOTARY PUBLIC STATE OF TEXAS ID 13401057-1 EXP. 10-11-2026

DATE: MARCH 2024 SCALE NTS SHEET 1G OF 1	FINAL PLAT OF SUNTERRA SEC 65	**OWNER/DEVELOPER:** D.R. HORTON – TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269–6832	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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Certificate of Surveyor
This is to certify that I, Chris D. Kalkomey, a Registered Professional Land Surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground; and that all block corners, lot corners and permanent referenced monuments have been set, that permanent control points will be set at completion of construction and that this plat correctly represents that survey made by me.

A portion of this subdivision lies within the boundaries of any municipality's corporate city limits, or area of extra territorial jurisdiction.

No portion of this subdivision lies within the boundaries of the 1% annual chance (100–year) floodplain as delineated on Waller County Community Panel #480640 of the Flood Insurance Rate Map No. 48473C0375E, dated 2/18/2009.

No portion of this subdivision lies within the boundaries of the 0.2% annual change (500–year) floodplain as delineated on Waller County Community Panel #480640 of the Flood Insurance Rate Map No. 48473C0375E, dated 2/18/2009.

STATE OF TEXAS
REGISTERED
CHRIS D. KALKOMEY
5869
PROFESSIONAL
LAND SURVEYOR

Chris D. Kalkomey
Registered Professional Land Surveyor
Texas Registration No. 5869

This is to certify that the Planning Commission of the City of Houston, Texas, has approved this plat and subdivision of Sunterra Sec 65 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 10, day of April, 2024.

By: _____
Martha L. Stein
Chair

or

M. Sonny Garza
Vice Chairman

By: _____
Jennifer Ostlind, AICP
Secretary

HOUSTON PLANNING COMMISSION
HOUSTON
TEXAS

BROOKSHIRE–KATY DRAINAGE DISTRICT BKDD Permit No. 2024–01

APPROVED BY THE BOARD OF SUPERVISORS ON

4-8-24
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 REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S "RULES, REGULATIONS, AND GUIDELINES". THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY–FIVE (365) CALENDAR DAYS. AFTER THAT TIME RE–APPROVAL IS REQUIRED. PLEASE NOTE, THIS DOES NOT NECESSARILY MEAN THAT ALL THE CALCULATIONS PROVIDED IN THESE PLANS AND/OR PLATS 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.

DATE: MARCH 2024 SCALE NTS SHEET 1H OF 1	FINAL PLAT OF SUNTERRA SEC 65	**OWNER/DEVELOPER:** D.R. HORTON – TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269–6832	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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I, J. Ross McCall, County Engineer of Waller County, Texas, certify that the Plat of this subdivision complies with all existing rules and regulations of Waller County.

No construction or other development within this subdivision may begin until all Waller County permit requirements have been met.

_____
Date

_____
J. Ross McCall, PE
County Engineer

STATE OF TEXAS §

COUNTY OF WALLER §

I, Debbie Hollan, County Clerk in and for Waller County, Texas do hereby certify that the foregoing instrument with its certificate of authentication was filed for recordation in my office on _____, 202_, at _____ o'clock __M in File No. _____ of the Plat Records of said County. Witness my hand and seal of office, at Hempstead, Texas, the day and date last above written.

_____
Debbie Hollan
Waller County, Texas

By: _____
Deputy

CERTIFICATE OF COMMISSIONERS COURT

APPROVED by the Commissioners' Court of Waller County, Texas, this _____ day of _____, 202_.

_____
Carbett "Trey" J. Duhon III
County Judge

_____
John A. Amsler
Commissioner, Precinct 1

_____
Walter E, Smith, P.E., RPLS
Commissioner, Precinct 2

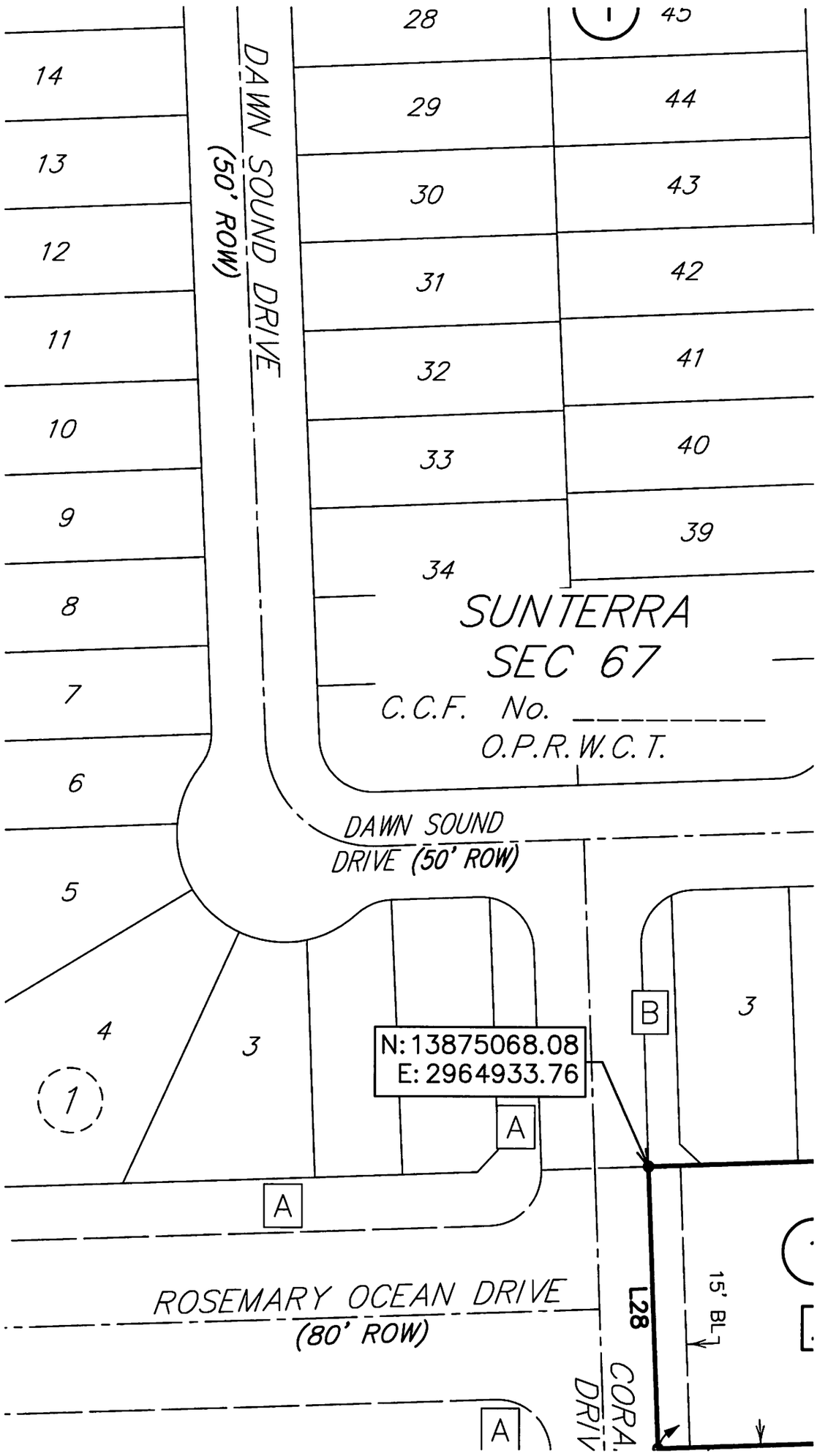
_____
Kendric D. Jones
Commissioner, Precinct 3

_____
Justin Beckendorff
Commissioner, Precinct 4

NOTE: 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 current Waller County Subdivision and Development Regulations, in this regard.

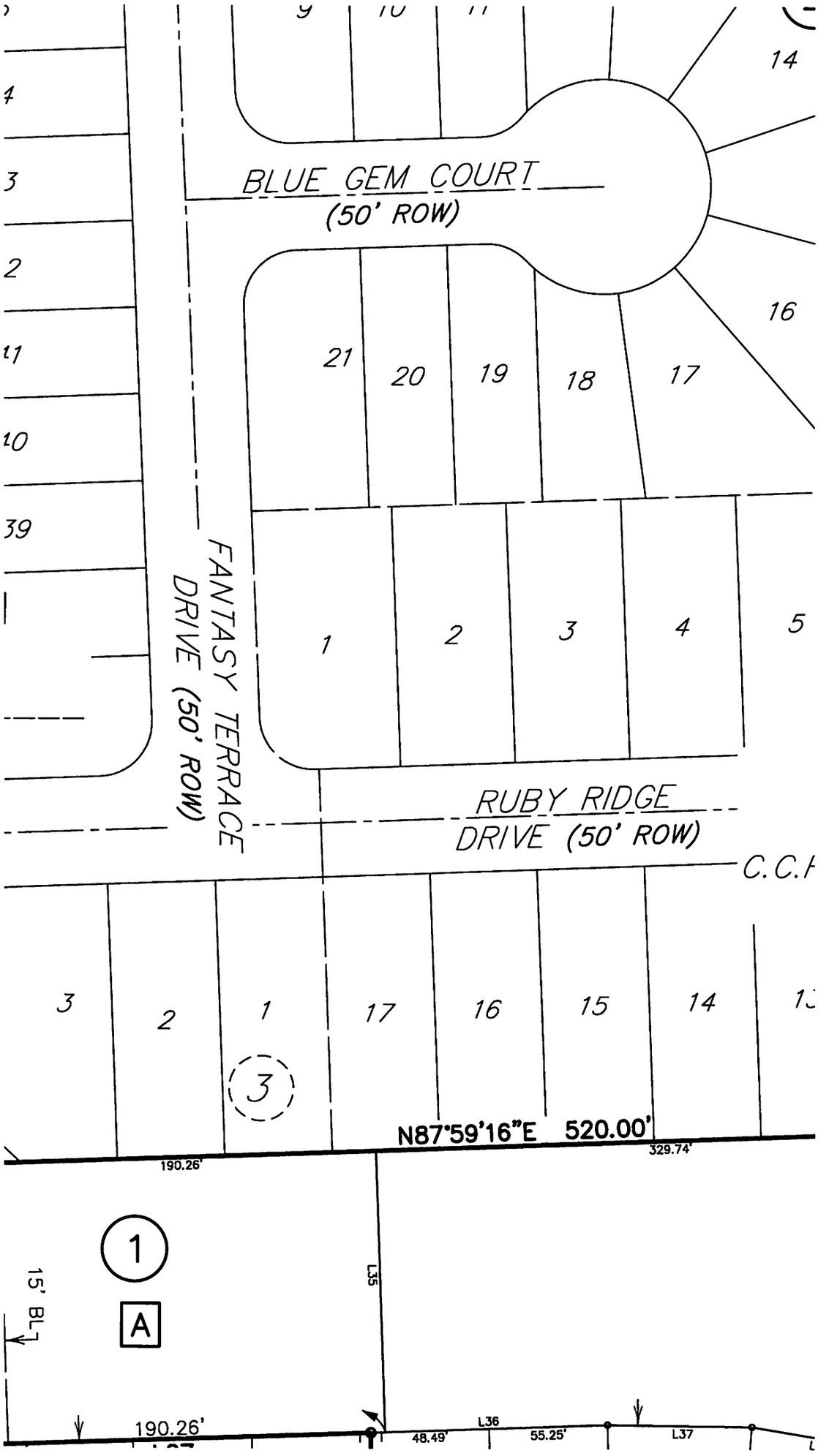
DATE: MARCH 2024	FINAL PLAT OF SUNTERRA SEC 65	**OWNER/DEVELOPER:** D.R. HORTON – TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269–6832	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com
SCALE NTS			
SHEET 11 OF 1			

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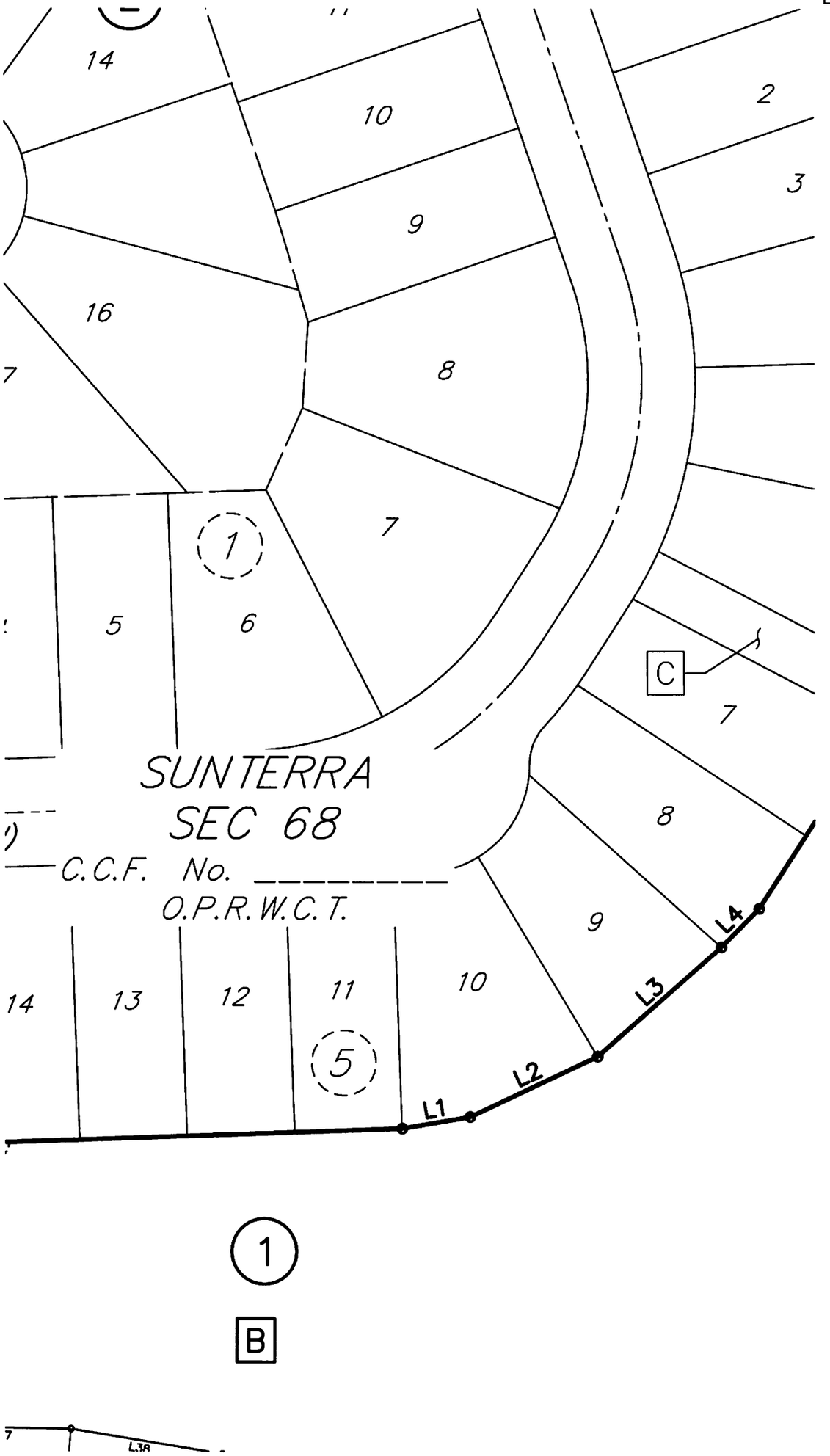
DATE: MARCH 2024 SCALE 1"=60' SHEET 1J OF 1	FINAL PLAT OF SUNTERRA SEC 65	**OWNER/DEVELOPER:** D.R. HORTON – TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269-6832	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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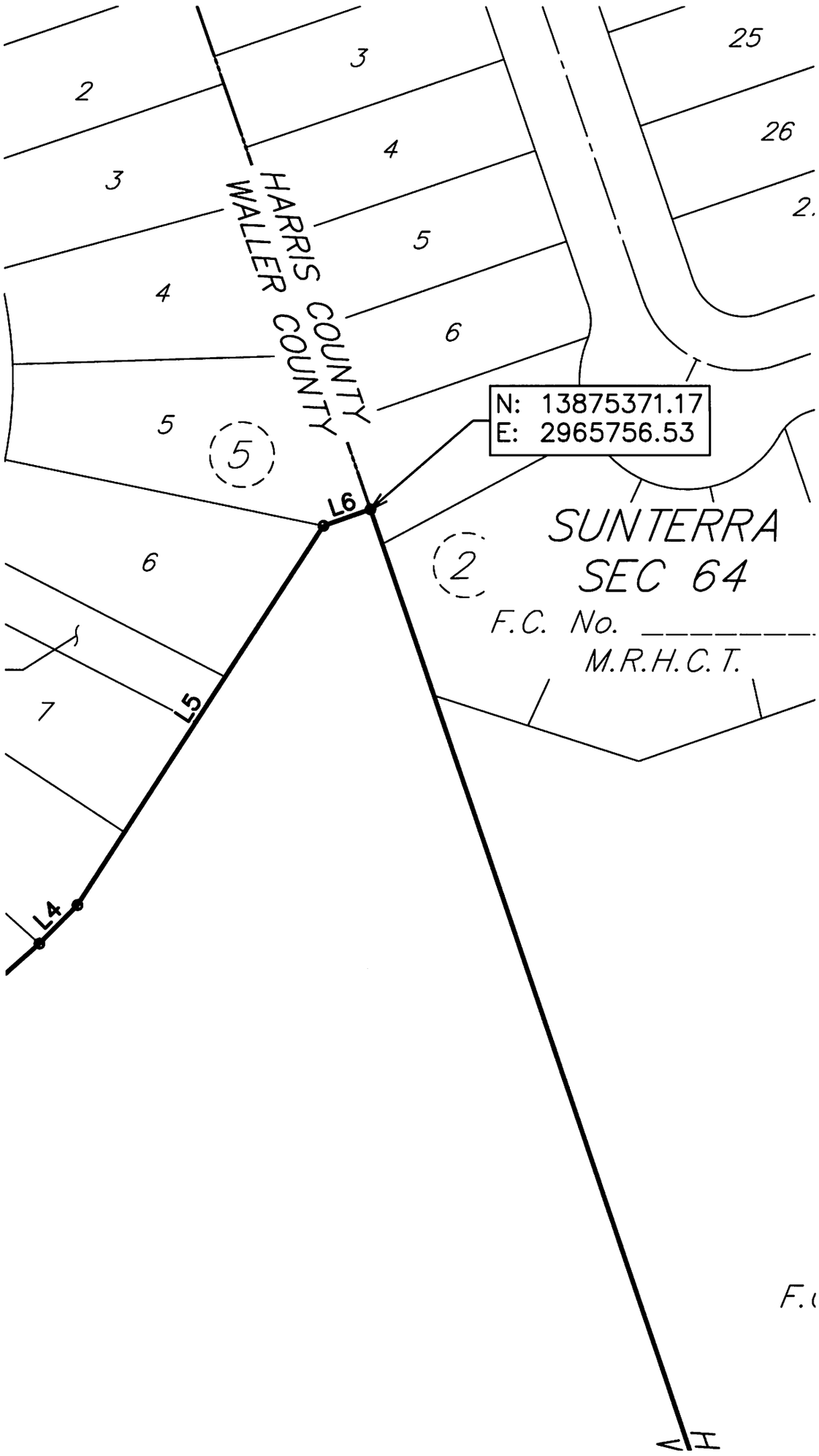
DATE: MARCH 2024 SCALE 1"=60' SHEET 1K OF 1	FINAL PLAT OF SUNTERRA SEC 65	**OWNER/DEVELOPER:** D.R. HORTON – TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269-6832	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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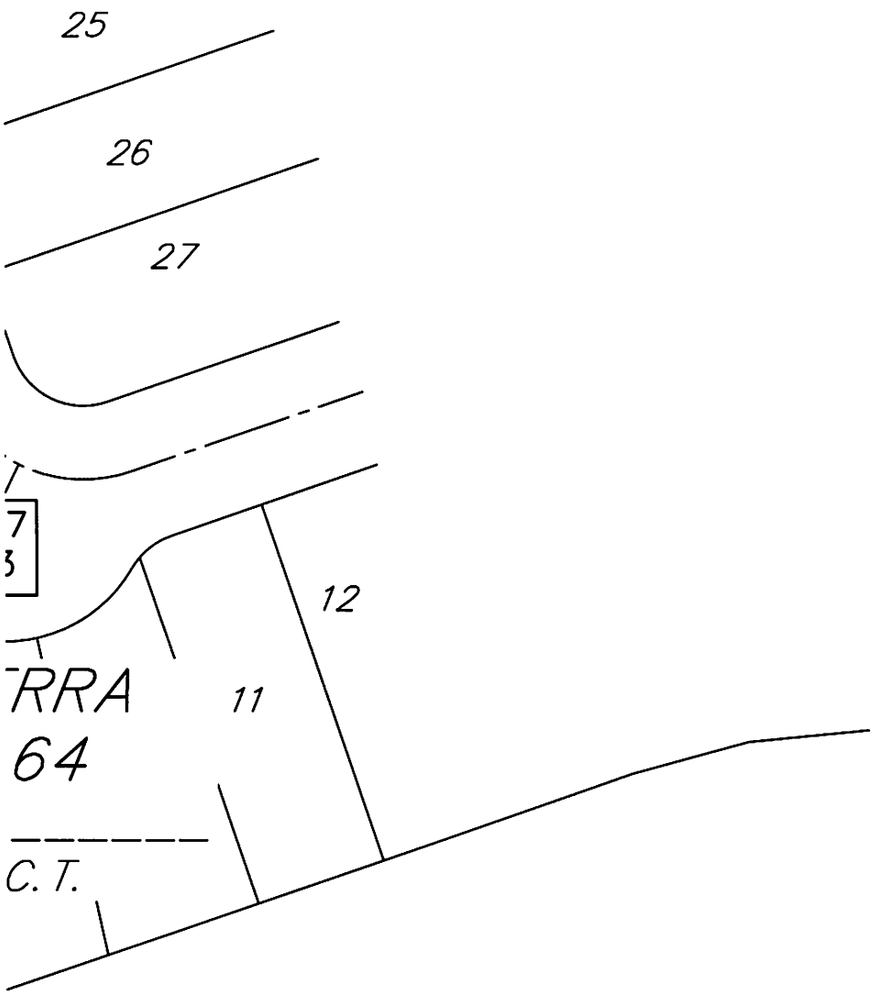
DATE: MARCH 2024 SCALE 1"=60' SHEET 1L OF 1	FINAL PLAT OF SUNTERRA SEC 65	**OWNER/DEVELOPER:** D.R. HORTON – TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269–6832	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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DATE: MARCH 2024 SCALE 1"=60' SHEET 1M OF 1	FINAL PLAT OF SUNTERRA SEC 65	**OWNER/DEVELOPER:** D.R. HORTON – TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269-6832	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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SUNTERRA
SEC 63

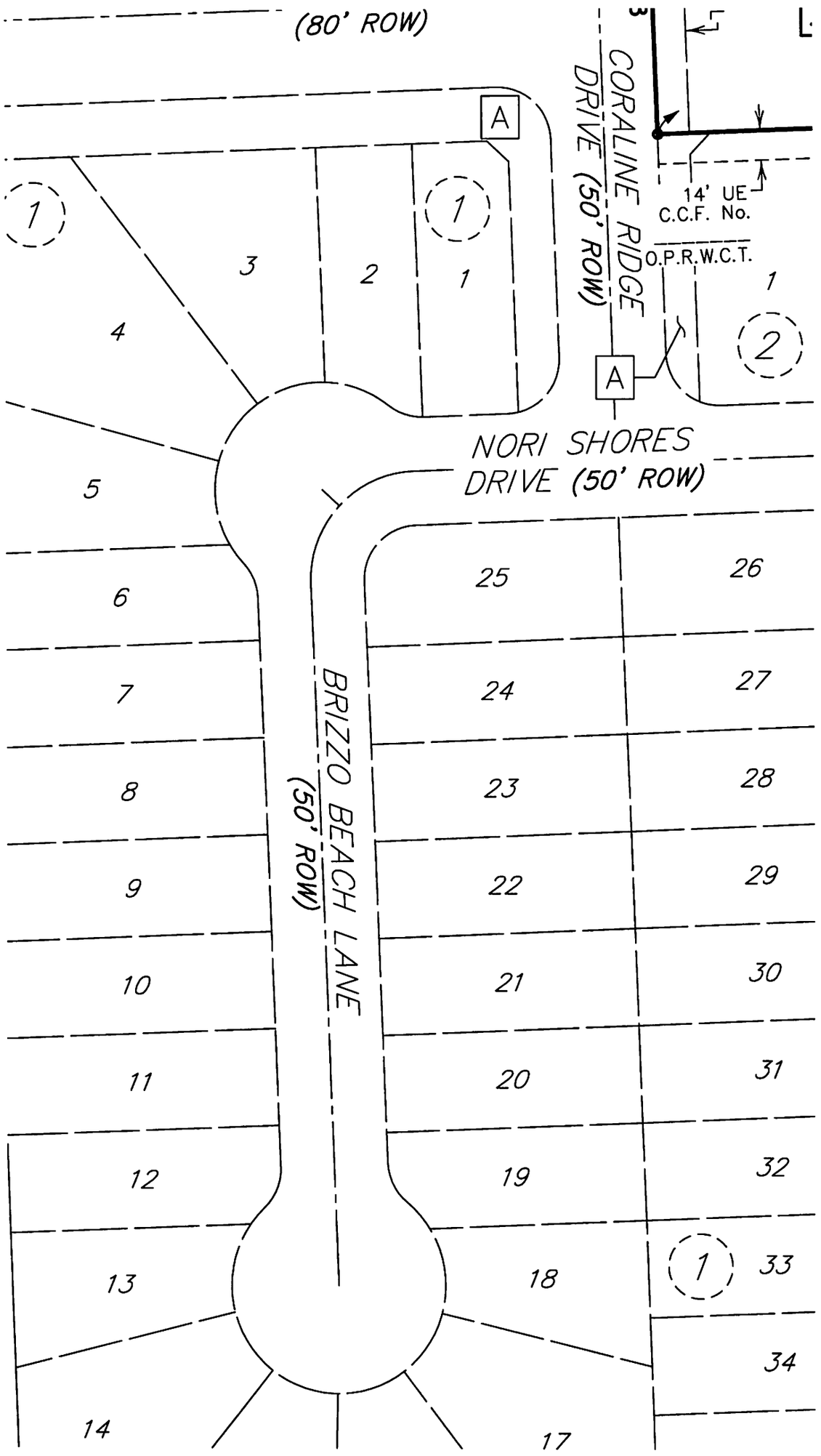
F.C. No. _____

M.R.H.C.T.

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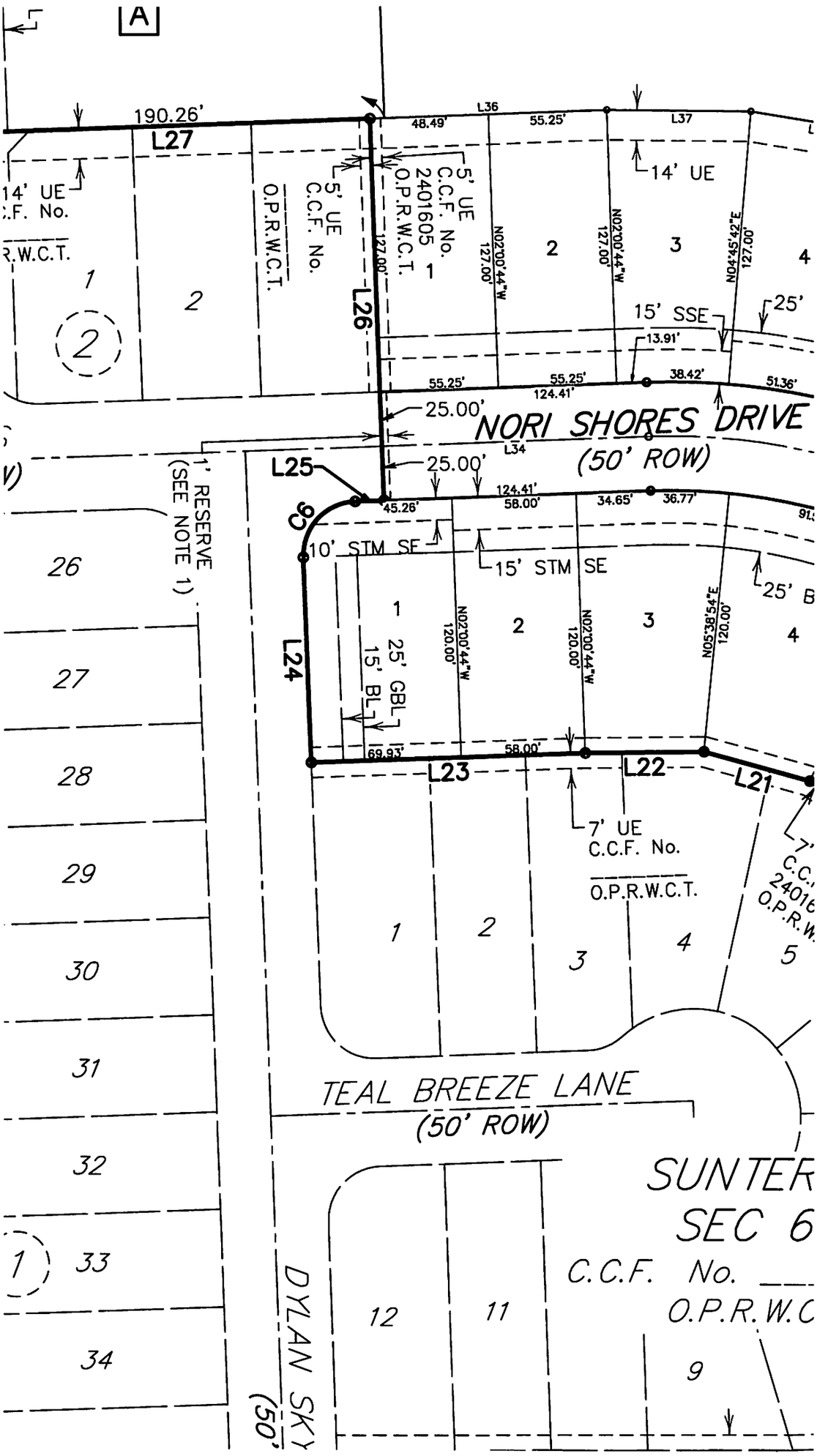
DATE: MARCH 2024 SCALE 1"=60' SHEET 1N OF 1	FINAL PLAT OF SUNTERRA SEC 65	**OWNER/DEVELOPER:** D.R. HORTON – TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269–6832	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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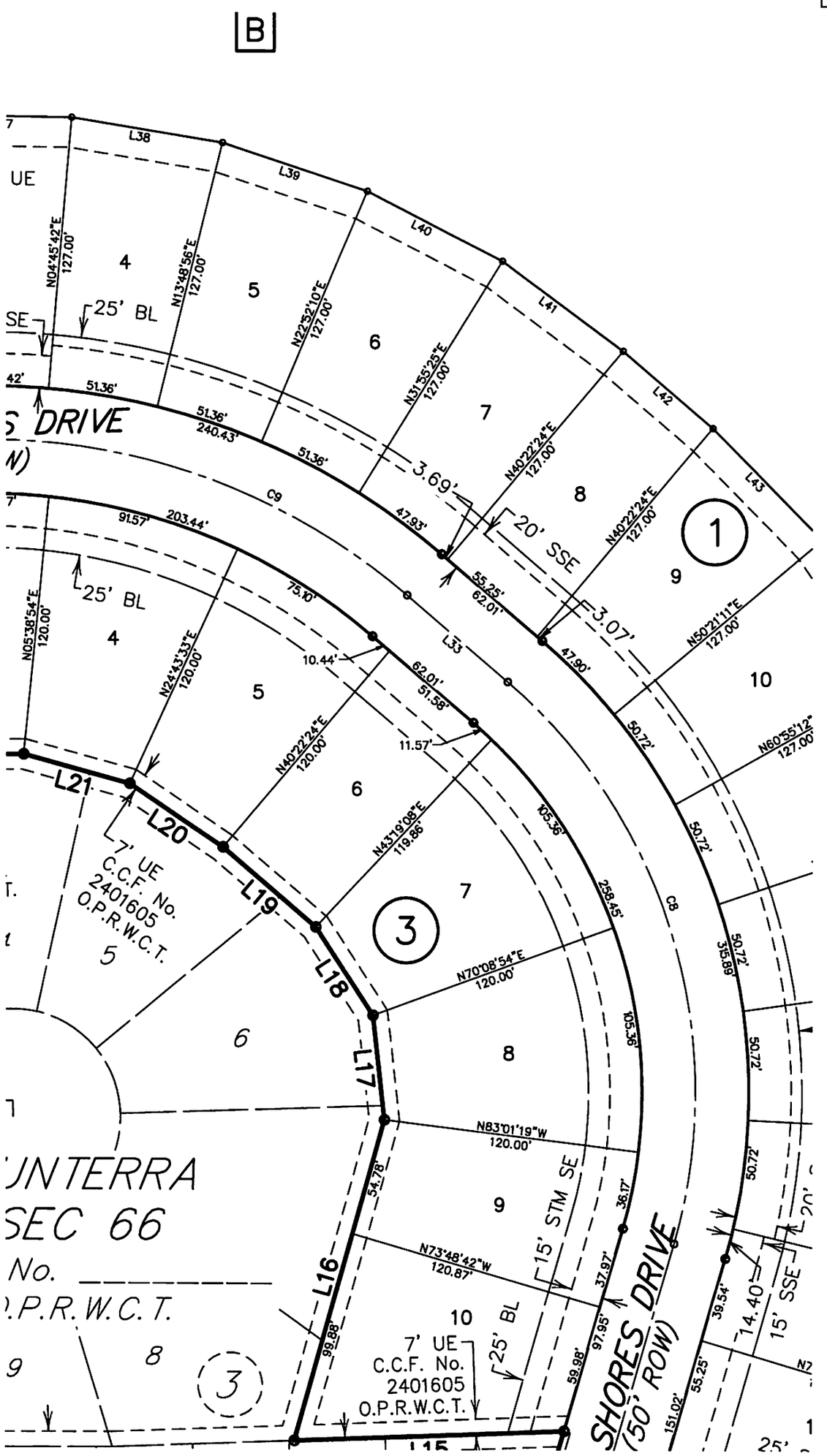
DATE: MARCH 2024 SCALE 1"=60' SHEET 10 OF 1	FINAL PLAT OF SUNTERRA SEC 65	**OWNER/DEVELOPER:** D.R. HORTON – TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269–6832	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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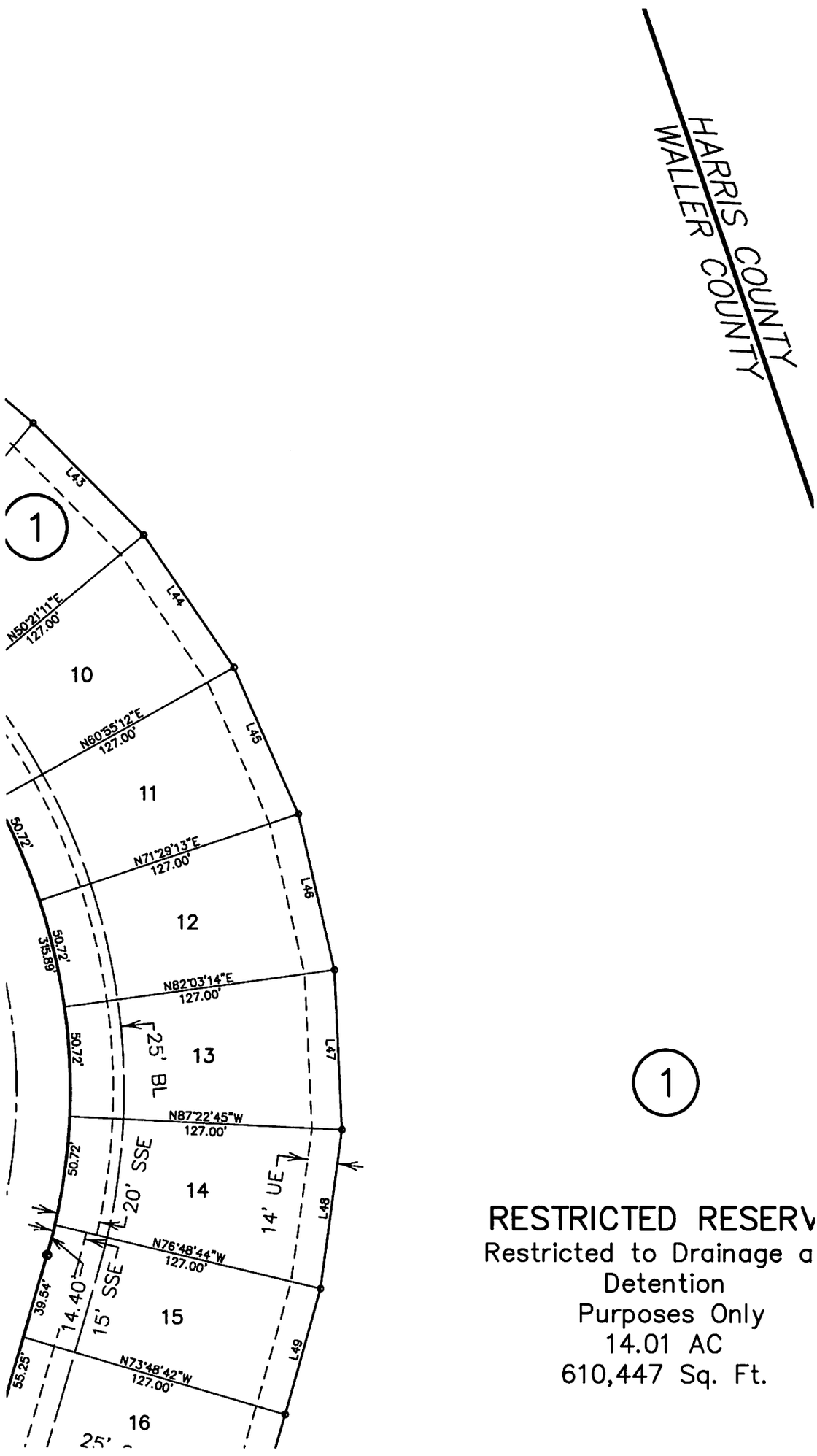
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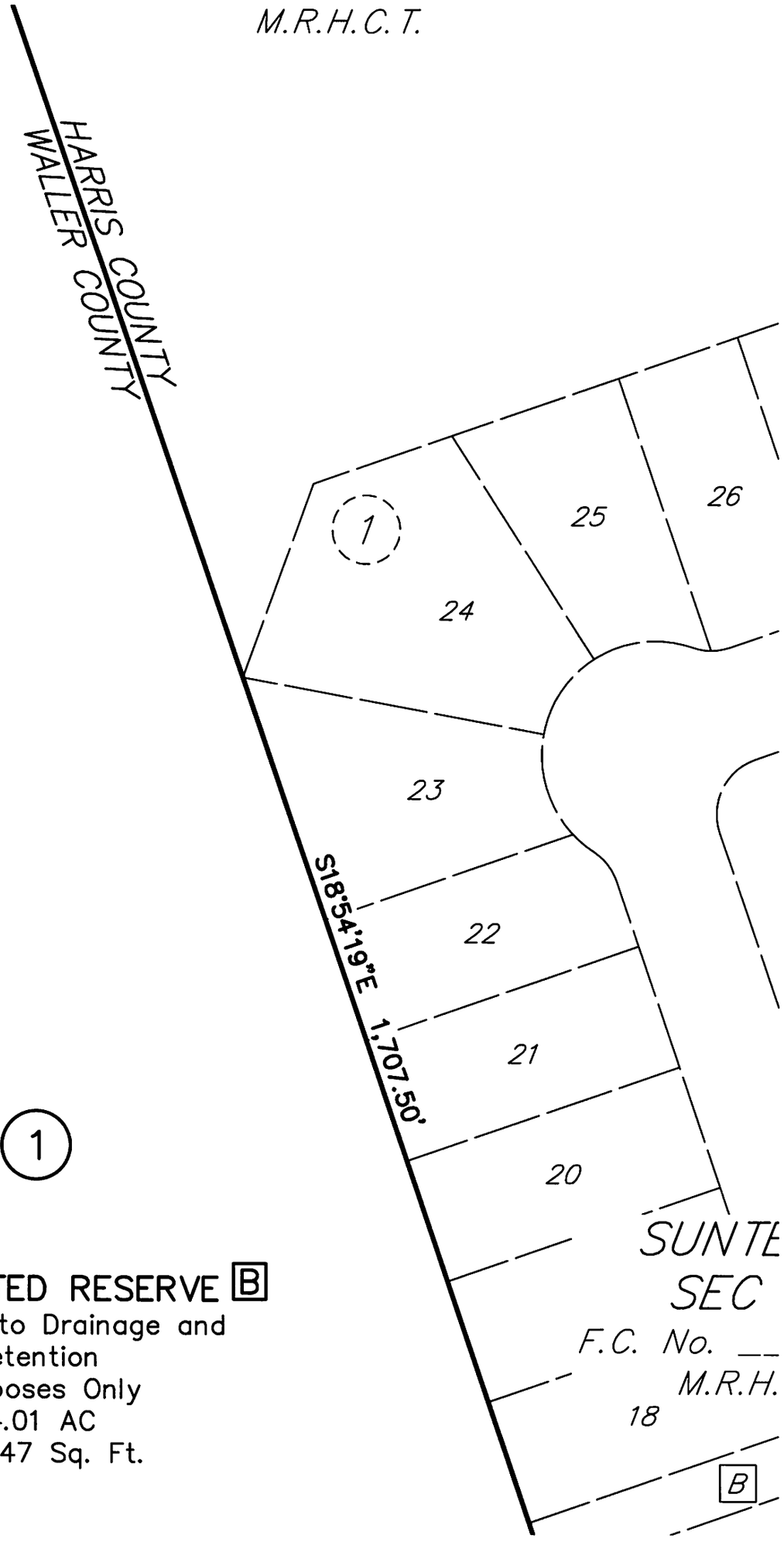
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RESTRICTED RESERV

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14.01 AC
610,447 Sq. Ft.

DATE: MARCH 2024 SCALE 1"=60' SHEET 1R OF 1	FINAL PLAT OF SUNTERRA SEC 65	**OWNER/DEVELOPER:** D.R. HORTON – TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269–6832	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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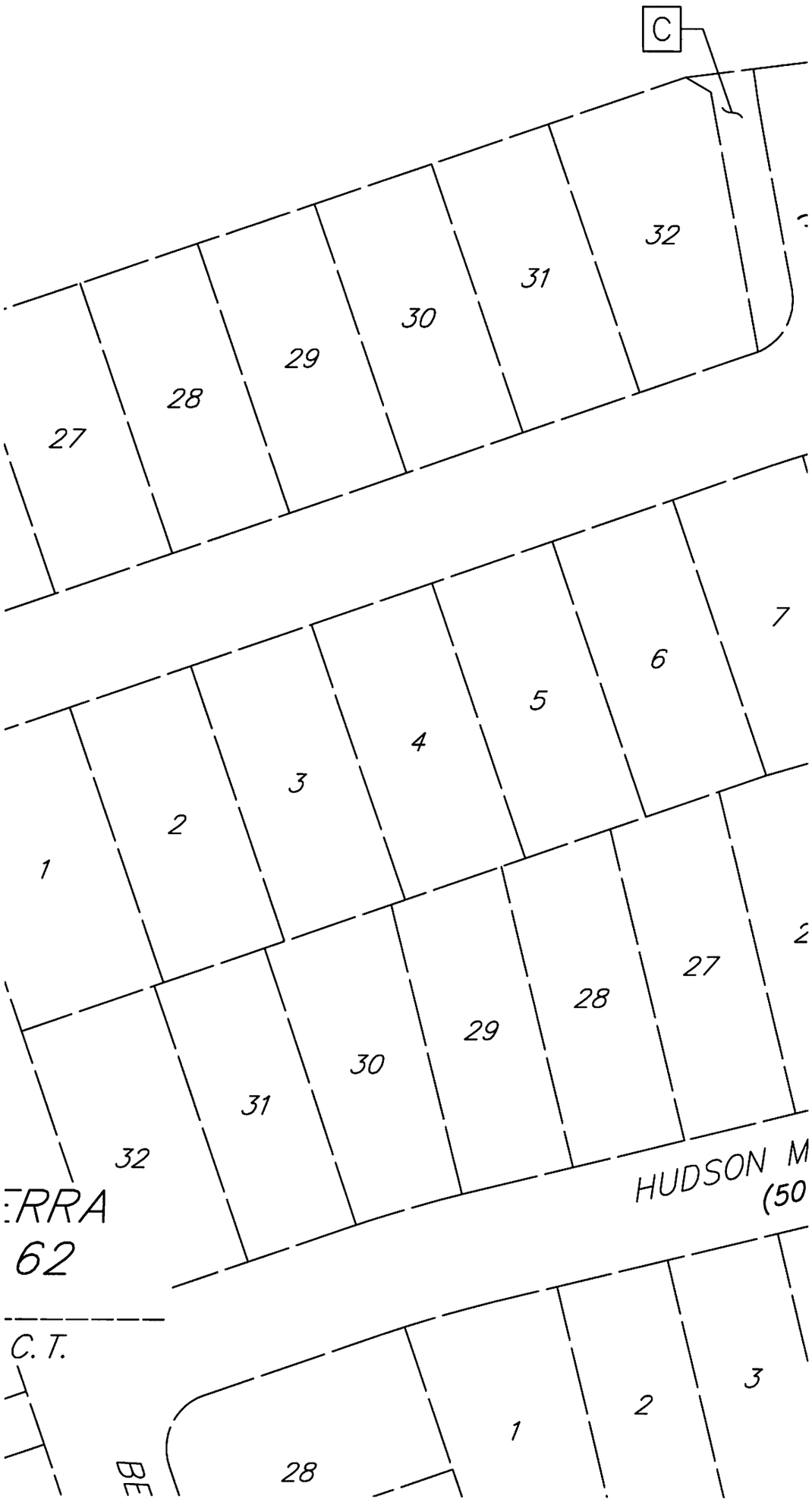


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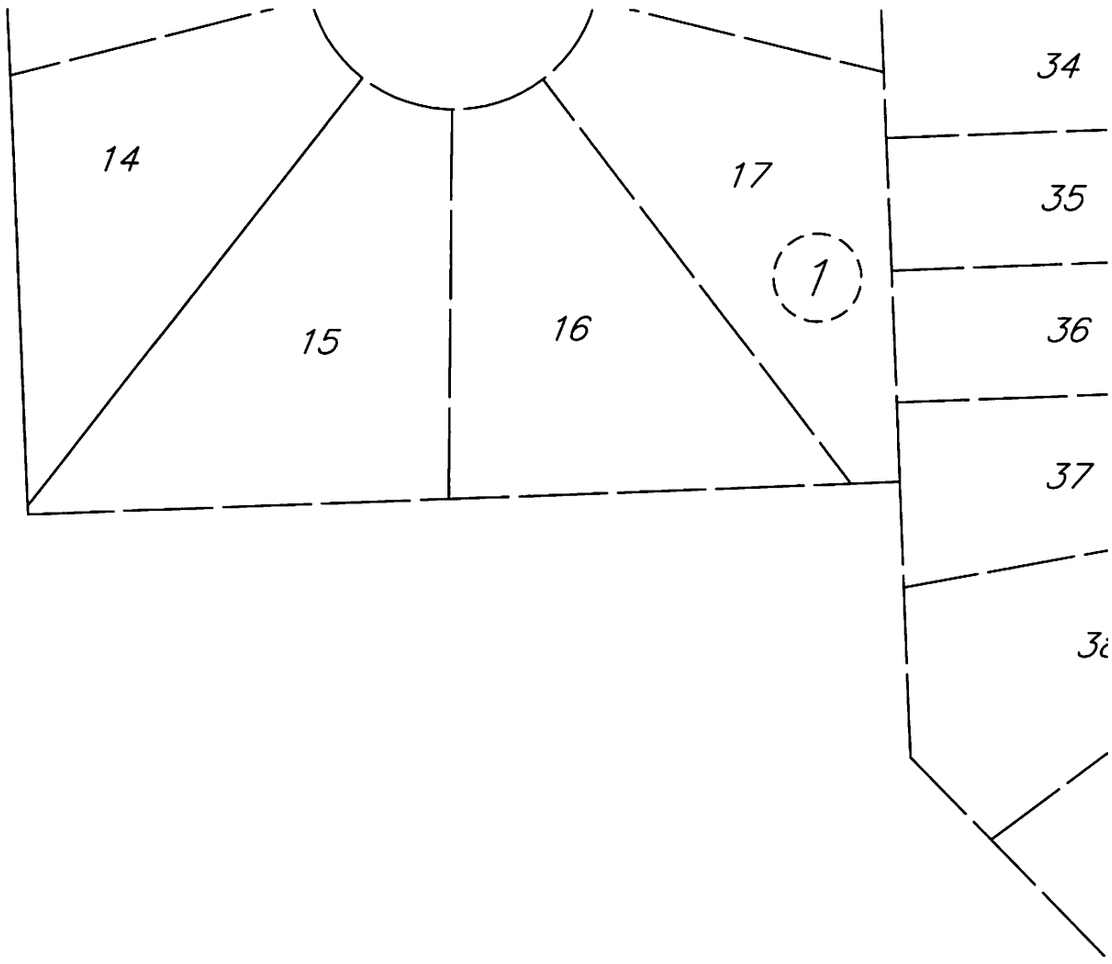
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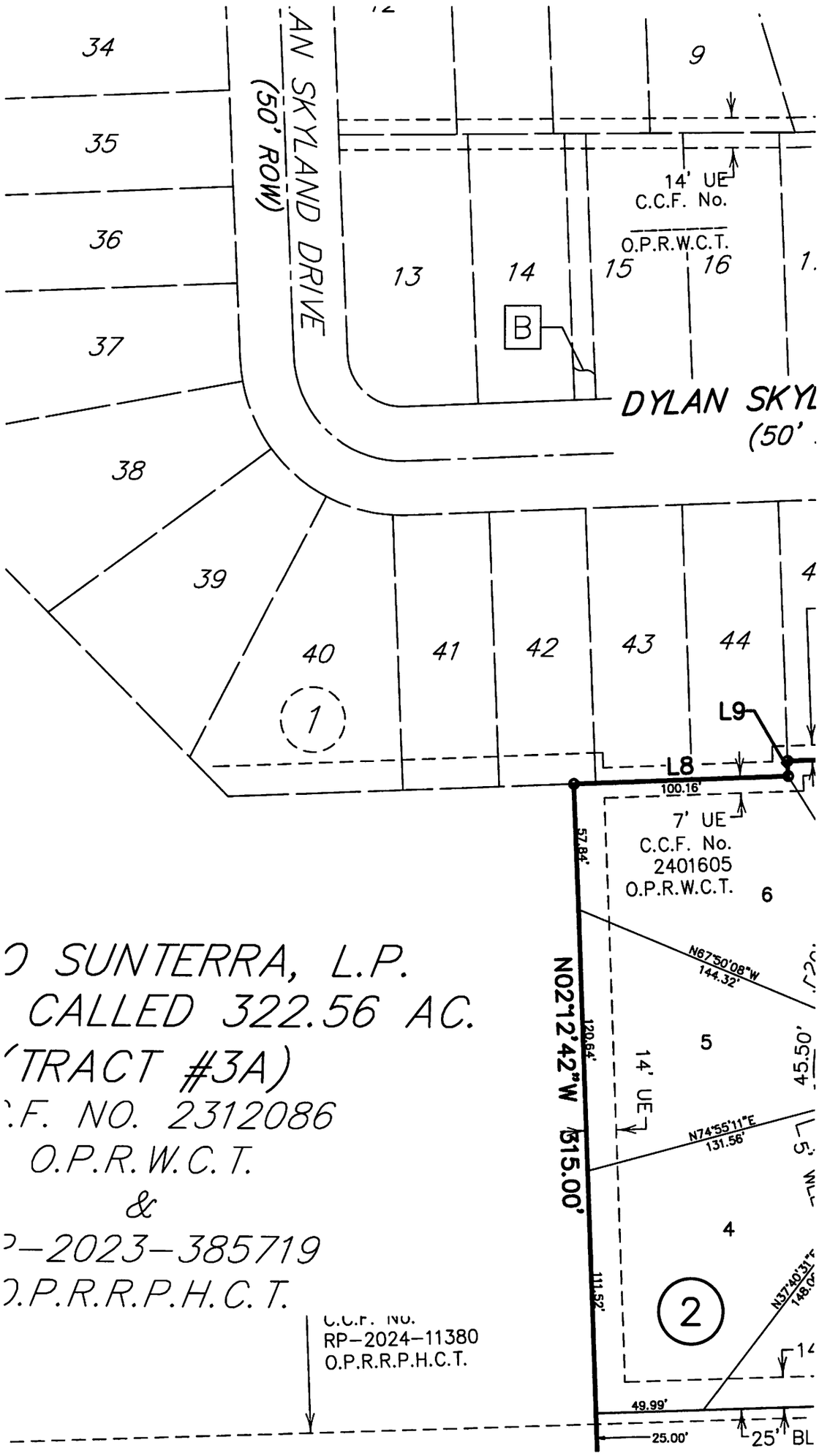
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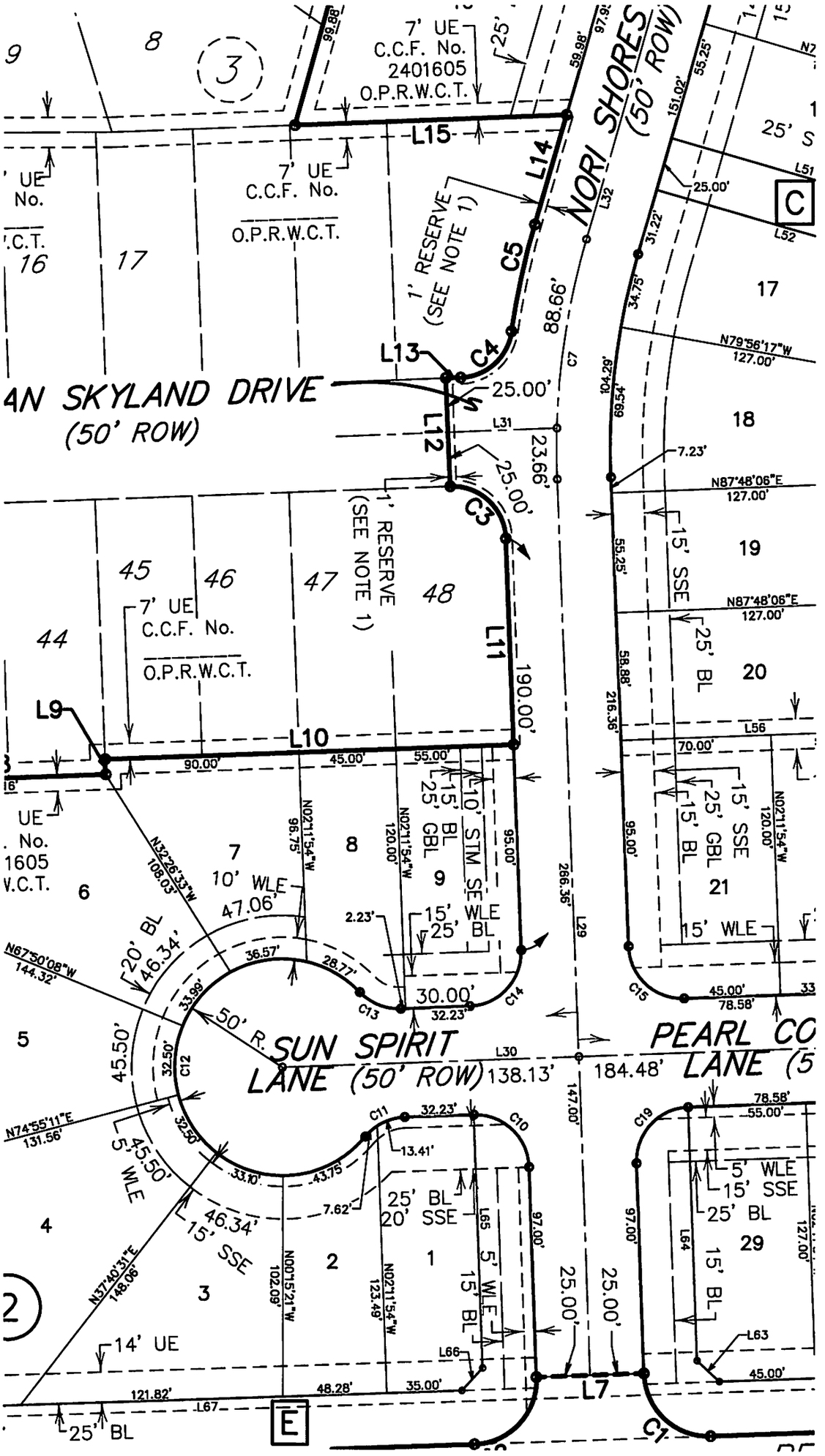
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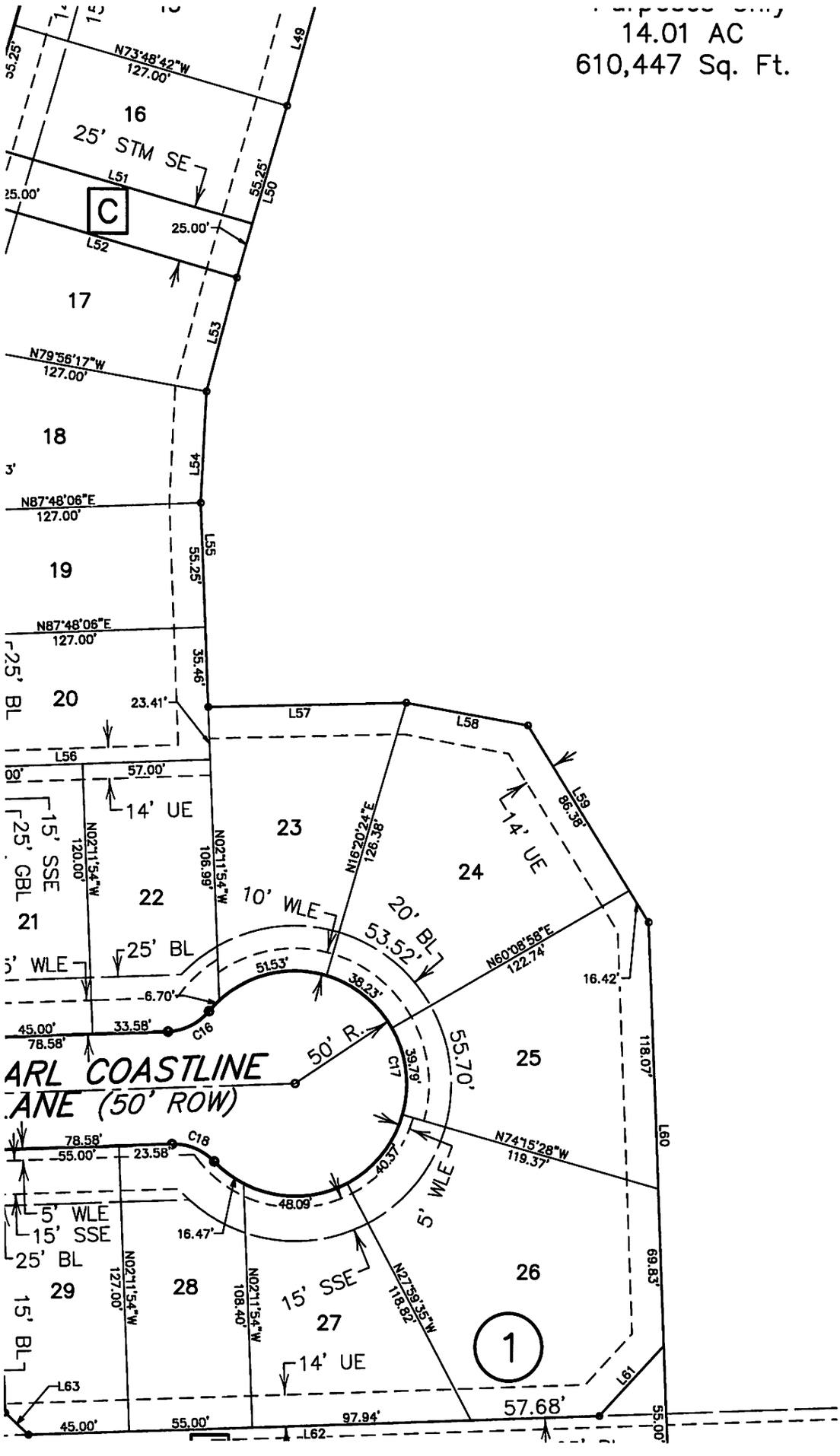
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DATE: MARCH 2024 SCALE 1"=60' SHEET 1W OF 1	FINAL PLAT OF SUNTERRA SEC 65	**OWNER/DEVELOPER:** D.R. HORTON – TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269-6832	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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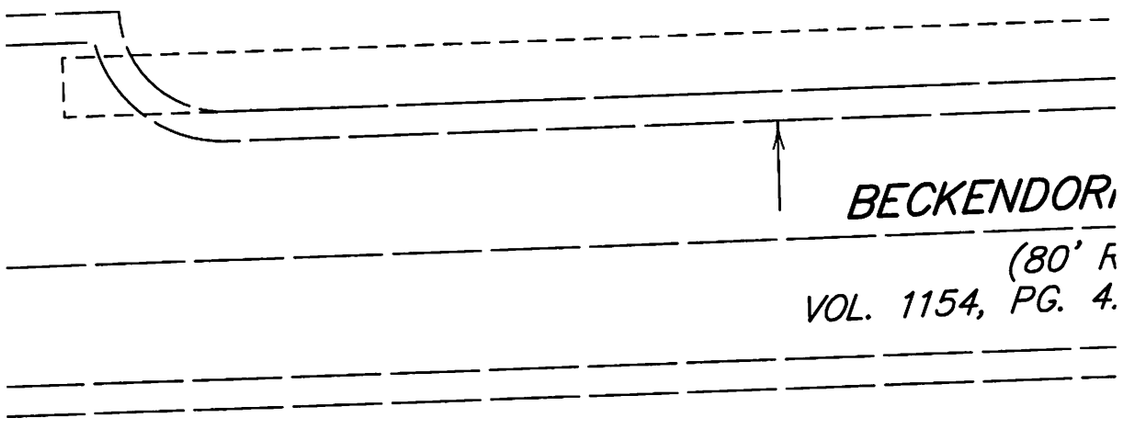
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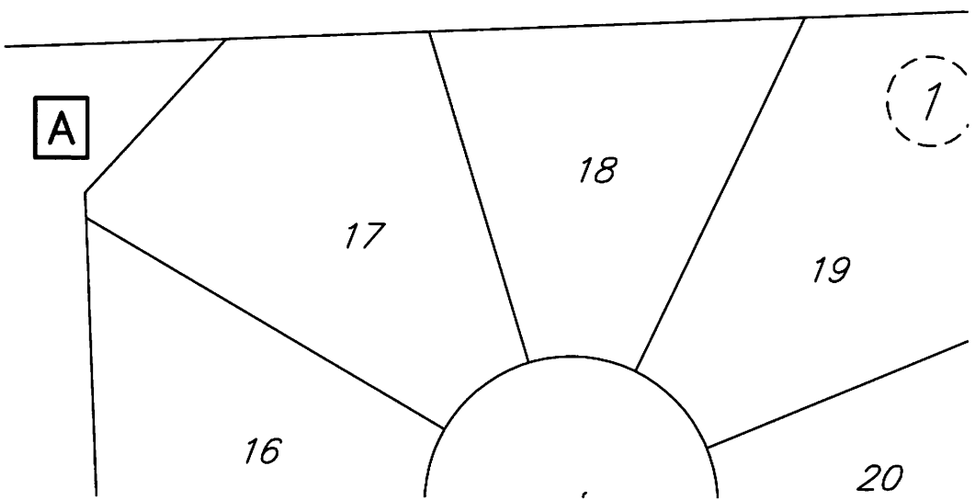
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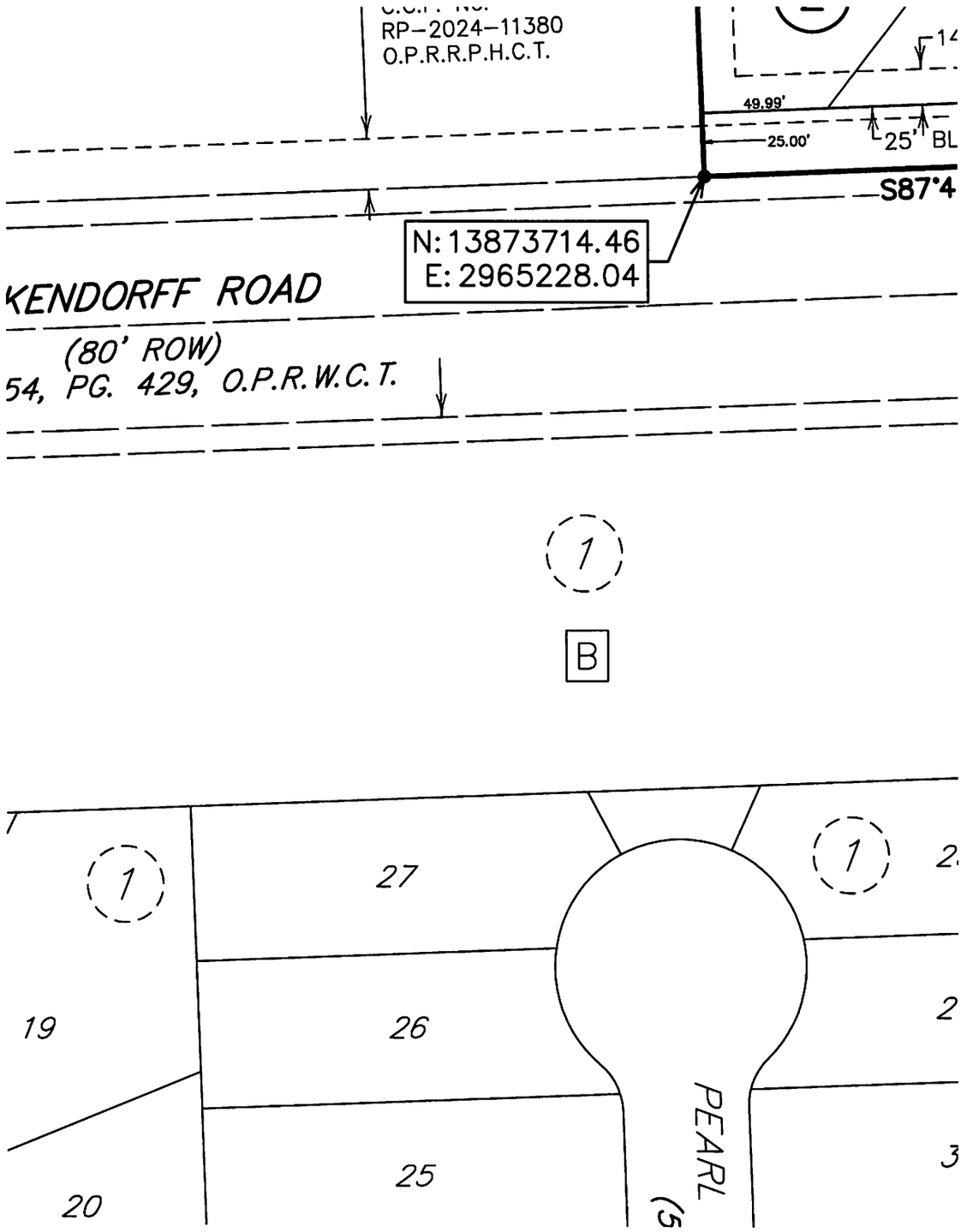
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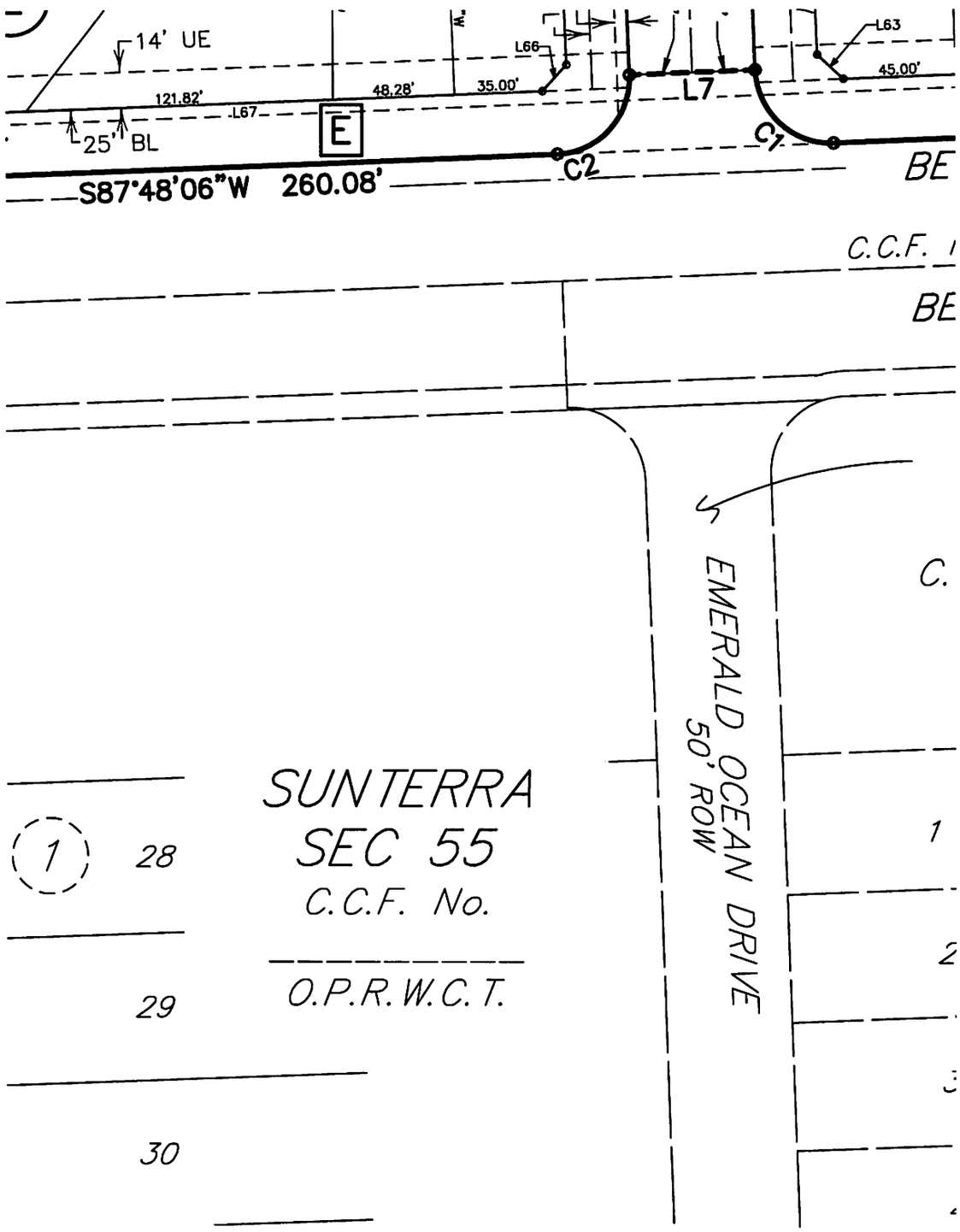
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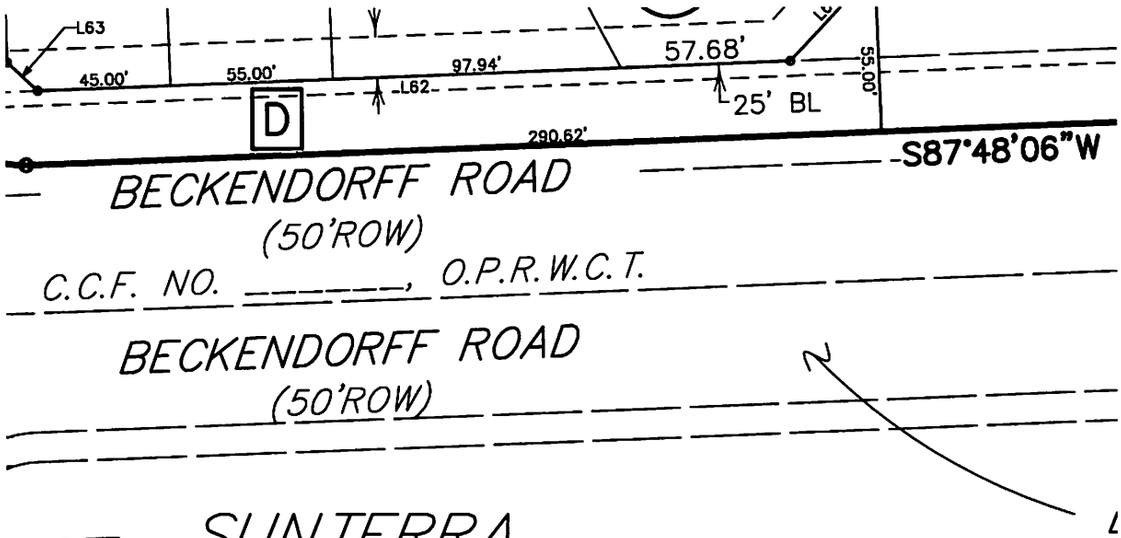
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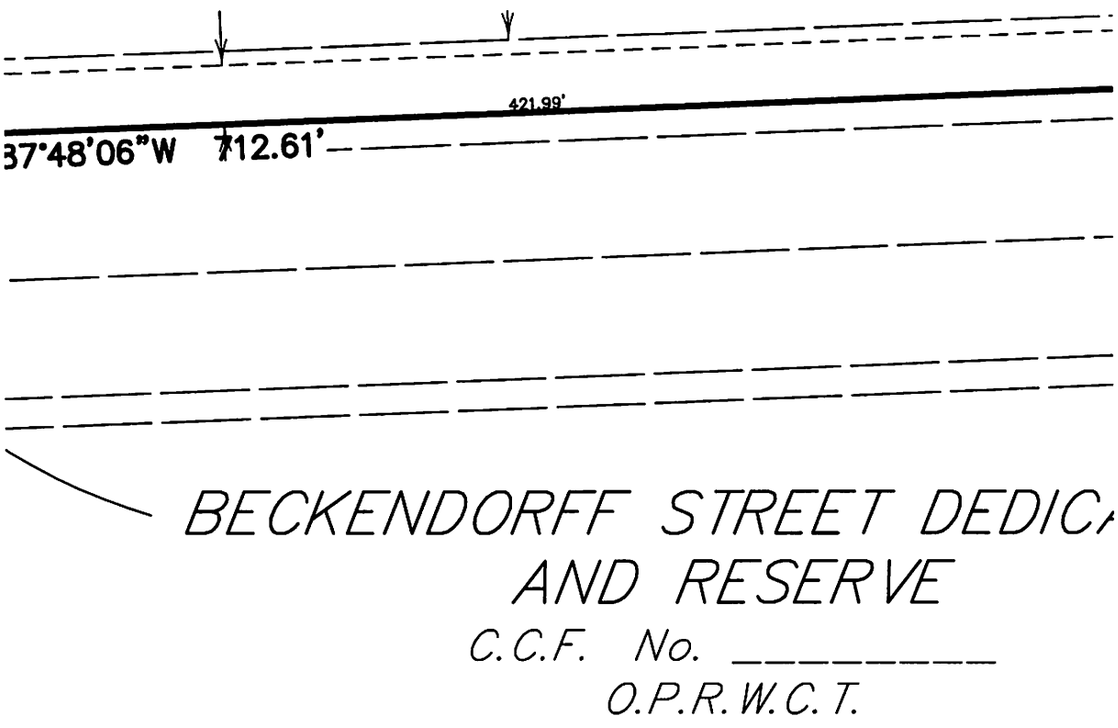
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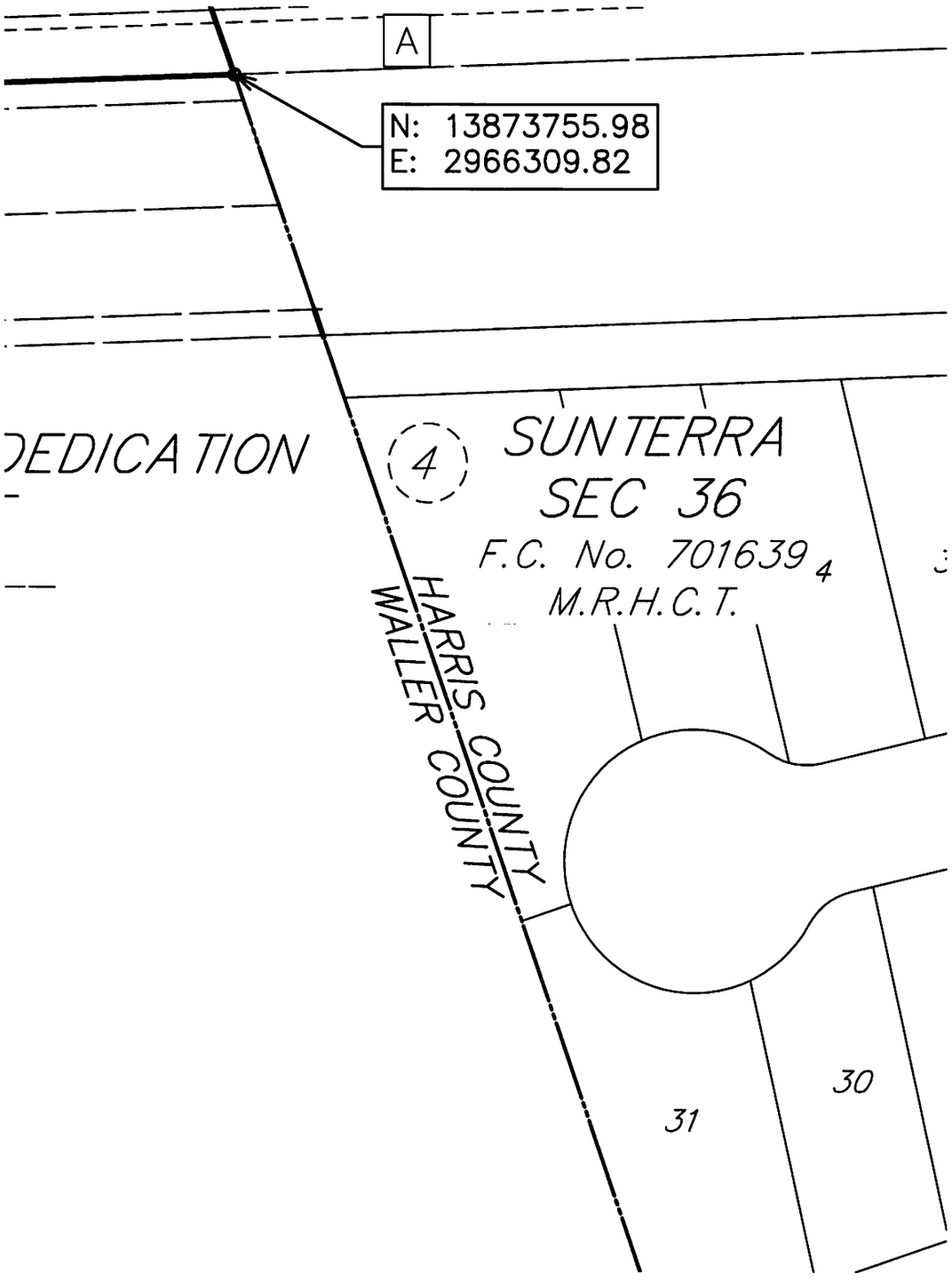
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DATE: MARCH 2024 SCALE 1"=60' SHEET 2F OF 1	FINAL PLAT OF SUNTERRA SEC 65	**OWNER/DEVELOPER:** D.R. HORTON – TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269-6832	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

April 24, 2024

Brian T. Geier
Jones/Carter Inc.
6330 West Loop, Suite 150
Bellaire, Texas 77401
713-777-5337

Re: Clay Road, (From 6100 LF West of Pitts Road to 150 LF West of Pitts Road)

To Whom It May Concern,

Our office has performed a Final Inspection on the above referenced project. Punch list items have been completed, and the roads appear to meet requirements as set forth in the latest version of the Waller County Subdivision and Development Regulations.

I will be recommending that the Waller County Commissioners Court accept the roads for maintenance.

If you have any questions, please let me know.

Sincerely,

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

Sunterra Shores Street Dedication Section 3 Road Log														
Road Name	*Precinct*	*Location*	*Length*		*Right-of-Way*	*Pavement*		*Acceptance*			*Subdivision*	*Plat Recordation*		*Comments*
			Feet	Miles	Wideth	Type	Wideth	Date	Volume	Page		Date	Instrument No.	
Clay Road Section 1	3	443H	5335	1.01	50'	7 inch	32'				Freeman Ranch			

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Sunterra Section 66

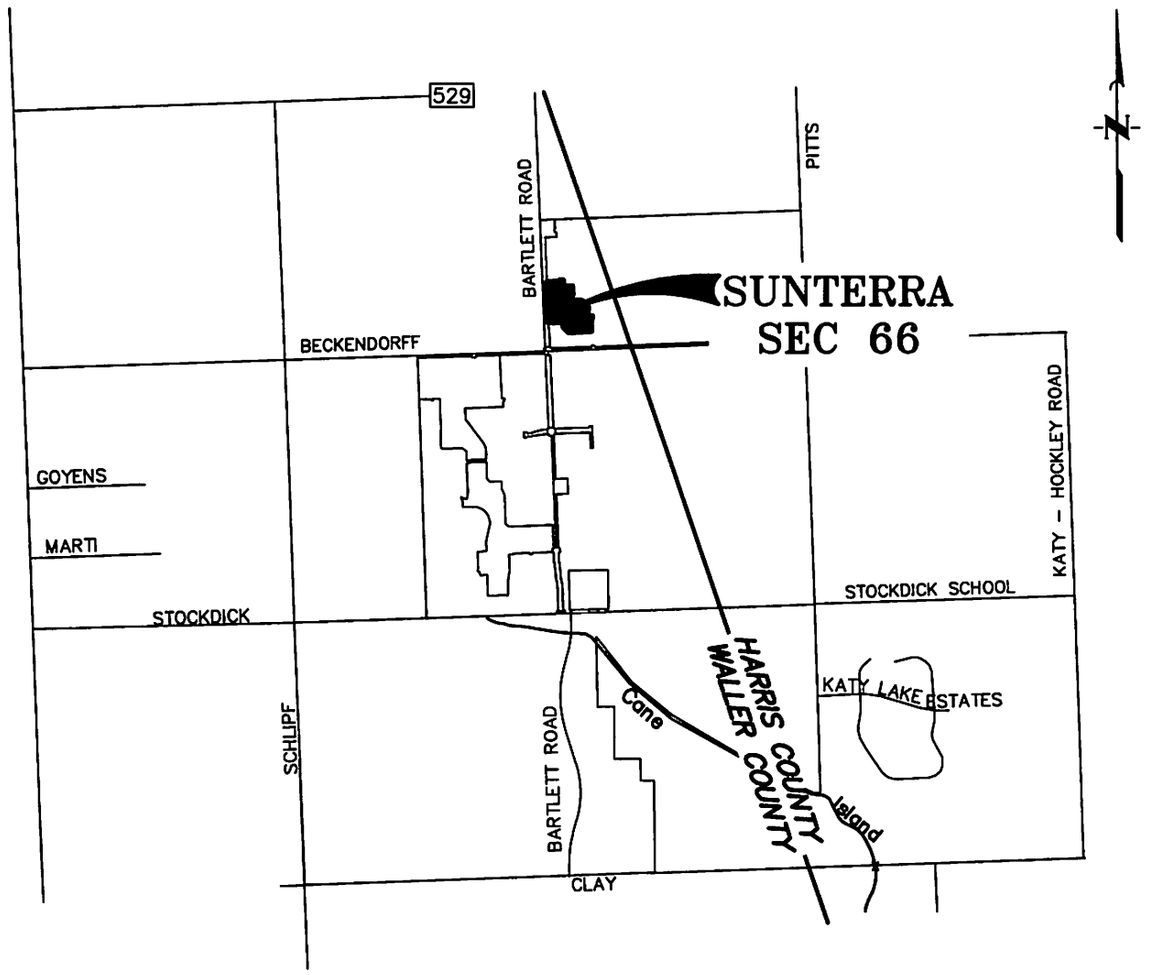
Date: May 15, 2024

Background

Final Plat of Sunterra Section 66 Subdivision which consists of 14.19 acres will include 71 Lots, 3 Blocks and 4 Reserves in Precinct 3.

Staff Recommendation

Approve Plat and accept Construction Bond



VICINITY MAP
N.T.S.
KEY MAP 403V

FINAL PLAT OF
SUNTERRA
SEC 66

A SUBDIVISION OF 14.19 ACRES OF LAND
OUT OF THE
W. I. WILLIAMSON SURVEY, A-410
WALLER COUNTY, TEXAS

71 LOTS **4 RESERVES** **3 BLOCKS**

MARCH 2024

BKDD Permit No. 2023-62

DATE: MARCH 2024 SCALE 1"=60' SHEET 1A OF 1	FINAL PLAT OF SUNTERRA SEC 66	**OWNER/DEVELOPER:** D.R. HORTON - TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269-6832	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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BS

STATE OF TEXAS §

COUNTY OF WALLER §

A METES & BOUNDS description of a 14.19 acre tract of land in the W. I. Williamson Survey, Abstract 410, Waller County, Texas, being out of and a part of the residue of that certain called 322.56 acre tract recorded under County Clerk's File Number 2312086, Official Public Records, Waller County, Texas, and that certain called 24.57 acre tract recorded under County Clerk's File Number 2400405, Official Public Records, Waller County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at a Mag nail set with shiner for a reentry corner of the residue of said called 322.56 acre tract, said point being the southeast corner of the adjoining H. & T. C. Railroad Company Survey Section 119, Abstract 200, the southwest corner of said W. I. Williamson Survey, Abstract 410, the northwest corner of the adjoining H. & T. C. Railroad Company Survey Section 129, Abstract 204, and the northeast corner of the adjoining Fred Eule Survey, Abstract 375, as located in Beckendorff Road;

Thence North 02 degrees 12 minutes 42 seconds West, along the upper west line of said called 322.56 acre tract, same being the west line of said W. I. Williamson Survey, Abstract 410, the east line of said adjoining H. & T. C. Railroad Company Survey Section 119, Abstract 200, and the east line of an adjoining called 19.0984 acre tract recorded in Volume 657, Page 415, Official Records, Waller County, Texas, 574.98 feet;

Thence North 87 degrees 47 minutes 18 seconds East crossing the residue of said called 322.56 acre tract, 90.00 feet to the southwest corner and Place of Beginning of the herein described tract, same being the southwest corner of said called 24.57 acre tract;

Thence North 02 degrees 12 minutes 42 seconds West along a portion of the west line of the herein described tract, same being the west line of said called 24.57 acre tract, 710.10 feet to the northwest corner of said called 24.57 acre tract;

Thence North 02 degrees 00 minutes 44 seconds West establishing a portion of the west line of the herein described tract, crossing the residue of said called 322.56 acre tract, 105.00 feet to the northwest corner of the herein described tract;

Thence establishing the north line of the herein described tract with the following courses and distances:

North 87 degrees 59 minutes 16 seconds East, 247.70 feet to the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet, a radius of 25.00 feet, and a chord bearing North 42 degrees 59 minutes 16 seconds East, 35.36 feet to a point in the south line of an adjoining called 94.98 acre tract recorded under County Clerk's File Number RP-2024-13950, Official Public Records or Real Property, Harris County, Texas;
North 87 degrees 59 minutes 16 seconds East along the south line of said adjoining called 94.98 acre tract, 50.00 feet to the northeast corner of the herein described tract;

Thence establishing the easterly lines of the herein described tract with the following courses and distances:

South 02 degrees 00 minutes 44 seconds East crossing the residue of said called 322.56 acre tract, 130.00 feet;

North 87 degrees 59 minutes 16 seconds East, at 25.00 feet pass an angle point in the north line of said called 24.57 acre tract, and continue along said line for a total distance of 183.50 feet;

South 02 degrees 00 minutes 44 seconds East crossing said called 24.57 acre tract, 177.00 feet;

South 87 degrees 59 minutes 16 seconds West, 13.50 feet to the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 90 degrees 11 minutes 58 seconds, an arc length of 39.36 feet, a radius of 25.00 feet, and a chord bearing South 42 degrees 53 minutes 17 seconds West, 35.42 feet;

South 02 degrees 12 minutes 42 seconds East, 94.91 feet;

North 87 degrees 59 minutes 16 seconds East, 127.93 feet;

North 89 degrees 25 minutes 13 seconds East, 55.33 feet;

South 74 degrees 48 minutes 47 seconds East, 51.37 feet;

South 55 degrees 54 minutes 06 seconds East, 52.56 feet;

South 49 degrees 37 minutes 36 seconds East, 56.98 feet;

South 33 degrees 06 minutes 27 seconds East, 48.75 feet;

South 06 degrees 26 minutes 12 seconds East, 48.72 feet;

South 15 degrees 41 minutes 13 seconds West, 154.65 feet;

North 87 degrees 48 minutes 06 seconds East, 126.46 feet;

South 16 degrees 11 minutes 18 seconds West, 53.06 feet to the beginning of a curve to the left;

Thence with said curve to the left, having a central angle of 07 degrees 46 minutes 41 seconds, an arc length of 50.91 feet, a radius of 375.00 feet, and a chord bearing South 12 degrees 17 minutes 58 seconds West, 50.87 feet to the beginning of a reverse curve to the right;

Thence with said reverse curve to the right, having a central angle of 79 degrees 23 minutes 29 seconds, an arc length of 34.64 feet, a radius of 25.00 feet, and a chord bearing South 48 degrees 06 minutes 22 seconds West, 31.94 feet;

South 87 degrees 48 minutes 06 seconds West, 6.84 feet;

South 02 degrees 11 minutes 54 seconds East, 50.00 feet to a point in a non-tangent curve to the right;

Thence with said non-tangent curve to the right, having a central angle of 90 degrees 00 minutes 00 seconds, an arc length of 39.27 feet, a radius of 25.00 feet, and a chord bearing South 47 degrees 11 minutes 54 seconds East, 35.36 feet;

South 02 degrees 11 minutes 54 seconds East, 95.00 feet to the southeast corner of the herein described tract;

Thence along the south line of the herein described tract with the following courses and distances:

South 87 degrees 48 minutes 06 seconds West crossing said called 24.57 acre tract, 190.00 feet;

South 02 degrees 11 minutes 54 seconds East, 7.00 feet;

South 87 degrees 48 minutes 06 seconds West at 100.16 feet pass a reentry corner of said called 24.57 acre tract, and continue along the south line of said called 24.57 acre tract for a total distance of 261.46 feet;

North 44 degrees 37 minutes 14 seconds West, 158.21 feet;

North 02 degrees 12 minutes 42 seconds West, 93.28 feet;

South 87 degrees 47 minutes 18 seconds West, 297.00 feet to the Place of Beginning and containing 14.19 acres of land, more or less.

DATE: MARCH 2024 SCALE 1"=60' SHEET 1B OF 1	FINAL PLAT OF SUNTERRA SEC 66	**OWNER/DEVELOPER:** **D.R. HORTON – TEXAS, LTD.** **A Texas Limited Partnership** 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269-6832	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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1. One–foot reserve dedicated for buffer purposes to the public in fee as a buffer separation between the side or end of street where such streets abut adjacent property, the condition of such dedication being that when the adjacent property is subdivided or re–subdivided in a recorded plat, the one–foot reserve shall thereupon become vested in the public for street right–of–way purposes and the fee title thereto shall revert to and revest in the dedicator, his heirs, assigns or successors.
2. This subdivision is proposed for single–family residential, detention and other related uses.
3. The radius on all block corners is 25 feet, unless otherwise noted.
4. With respect to recorded instruments within this plat, surveyor relied on City Planning Letter issued by Charter Title Company, GF No. 107660190020C, Dated October 16, 2023.
5. All easements are centered on lot lines unless otherwise shown. All 14 foot utility easements shown extend 7 feet on each side of a common lot line unless otherwise indicated.
6. All coordinates shown are grid based on the Texas Coordinate System of 1983, South Central Zone, and may be converted to surface by dividing by the combined scale factor of 1.00010195040.
7. All bearings are based on the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.
8. A minimum of ten (10) feet shall be provided between sides of residential dwellings.
9. New development within the subdivision plat shall obtain a storm water quality permit before the issuance of any development permits.
10. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non–utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions 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 lots 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 with new fencing.
11. Structures built on lots in the designated flood plain shall be elevated to two (2) feet or more above the 500–year floodplain elevation, in the 100–year floodplain. Within the 500–year, these structures must be elevated to one (1) foot above the 500–year floodplain level. No development permits will be issued in a Flood Hazard Area below the base flood elevation (B.F.E.) Contact the County Engineer's office for specific information.
12. No structure in this subdivision shall be occupied until connected to a public sewer system.
13. No structure in this subdivision shall be occupied until connected to an individual water supply or a state – approved community water system.
14. This tract lies within Unshaded Zone "X" of the Flood Insurance Rate Map, Community NO. 480640, Map Number 48473C0375E, Panel 0375, suffix 'E" dated February 18, 2009.
15. Unless otherwise indicated, the building line (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.
16. Single Family Residential shall mean the use of a lot with one building designed for and containing no more than two separate units with facilities for living, sleeping cooking and eating therein. A lot upon which is located a free–standing building containing one dwelling unit and a detached secondary dwelling unit of no more than 900 square feet also shall be considered single family residential. A building that contains one dwelling unit on one lot that is connected by a party wall to another building containing one dwelling unit on an adjacent lot shall be single family residential.
17. Each lot shall provide a minimum of two off–street parking spaces per dwelling unit on each lot. In those instances where a secondary unit is provided only one additional space shall be provided.
18. Right–of–way easements for widening streets or improving drainage shall be maintained by the landowner until all street or drainage improvements are actually constructed on the property. The county has the right at any time to take possession of any street widening easement for construction, improvement or maintenance.
19. The building of all streets, bridges or culverts is the responsibility of the owners in accordance with the plans prescribed by the Commissioners Court. The Commissioners Court assumes no obligation to build or maintain any of the streets shown on the plat or constructing any of the bridges or drainage improvements. Upon completion of all obligations by the developer and written approval from the Commissioners Court, the County will assume full responsibility for maintenance of the public streets. The county will assume no responsibility for the drainage ways or easements in the subdivision, other than those draining or protecting the streets. The county assumes no responsibility for the accuracy of representations by other parties on the plat. Flood plain data, in particular, may change depending on subsequent development. The owners of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the county. The property subdivided herein is further restricted in its use as specified under the terms and conditions of restrictions filed separately. A copy of said restrictions will be furnished by aforesaid D.R. Horton – Texas, LTD., a Texas Limited Partnership, to the purchaser of each and every lot in the subdivision prior to culmination of each sale include certification that the subdivider has complied with the requirements of section 232.032 and that:
    (a)the water quality and connections to the lots meet, or will meet, the minimum state standards;
    (b)sewer connections to the lots or septic tanks meet, or will meet, the minimum requirements of state standards;
    (c)electrical connections provided to the lot meet, or will meet, the minimum state standards; and
    (d)gas connections, if available, provided to the lot meet, or will meet, the minimum state standards.
20. Project site is within City of Houston ETJ.
21. There are no pipeline easements within the platted area.
22. TBM 5000357: Being a 5/8" Iron rod with cap marked "Quiddity Eng. Control" located approximately 662 feet southeast of the northwest corner of a called 322.56 acre tract recorded under County Clerk's File Number 2312086, being a 5/8" Iron rod, also being approximately 2,712 feet northeast of the lower northeast corner of said 322.56 acre tract, being a Mag Nail set with Shiner. Coordinates – N: 13876292.99 E: 2965134.88 Elevation: 166.85'.
23. All lots shall have adequate wastewater collection services.
24. Tract is subject to Surface Waiver Agreement recorded under C.C.F. No. 2312084, O.P.R.W.C.T.

DATE: MARCH 2024 SCALE 1"=60' SHEET 1C OF 1	FINAL PLAT OF SUNTERRA SEC 66	**OWNER/DEVELOPER:** D.R. HORTON – TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269–6832	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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LINE TABLE		
LINE	BEARING	DISTANCE
L1	N87°59'16"E	247.70'
L2	N87°59'16"E	50.00'
L3	S02°00'44"E	130.00'
L4	N87°59'16"E	183.50'
L5	S02°00'44"E	177.00'
L6	S87°59'16"W	13.50'
L7	S02°12'42"E	94.91'
L8	N87°59'16"E	127.93'
L9	N89°25'13"E	55.33'
L10	S74°48'47"E	51.37'
L11	S55°54'06"E	52.56'
L12	S49°37'36"E	56.98'
L13	S33°06'27"E	48.75'
L14	S06°26'12"E	48.72'
L15	S15°41'13"W	154.65'
L16	N87°48'06"E	126.46'
L17	S16°11'18"W	53.06'
L18	S87°48'06"W	6.84'
L19	S02°11'54"E	50.00'
L20	S02°11'54"E	95.00'
L21	S87°48'06"W	190.00'
L22	S02°11'54"E	7.00'
L23	S87°48'06"W	261.46'

LINE TABLE		
LINE	BEARING	DISTANCE
L24	N44°37'14"W	158.21'
L25	N02°12'42"W	93.28'
L26	S87°47'18"W	297.00'
L27	N02°00'44"W	105.00'
L28	N87°59'16"E	297.70'
L29	N02°00'44"W	282.00'
L30	S87°59'16"W	303.50'
L31	S47°06'43"E	10.92'
L32	S02°12'42"E	325.40'
L33	S02°12'42"E	564.68'
L34	S87°47'18"W	197.10'
L35	S02°12'42"E	7.50'
L36	N87°48'06"E	338.21'
L37	N42°59'16"E	14.14'
L38	N87°48'06"E	84.92'
L39	N89°41'11"E	212.85'
L40	S02°11'54"E	123.54'
L41	S02°11'54"E	123.22'
L42	S02°12'42"E	532.07'
L43	N08°50'33"W	111.84'
L44	N87°59'16"E	242.70'
L45	S47°00'44"E	14.14'
L46	N02°00'44"W	116.49'

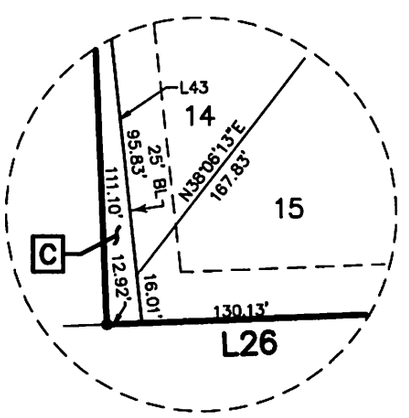
RESTRICTED RESERVE A
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.04 AC
1,828 Sq. Ft.

RESTRICTED RESERVE B
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.03 AC
1,234 Sq. Ft.

RESTRICTED RESERVE C
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.02 AC
717 Sq. Ft.

RESTRICTED RESERVE D
Restricted to Open Space, Landscape, Incidental Utility Purposes Only
0.21 AC
9,140 Sq. Ft.

RESERVE TOTALS
0.30 AC
12,919 Sq. Ft.

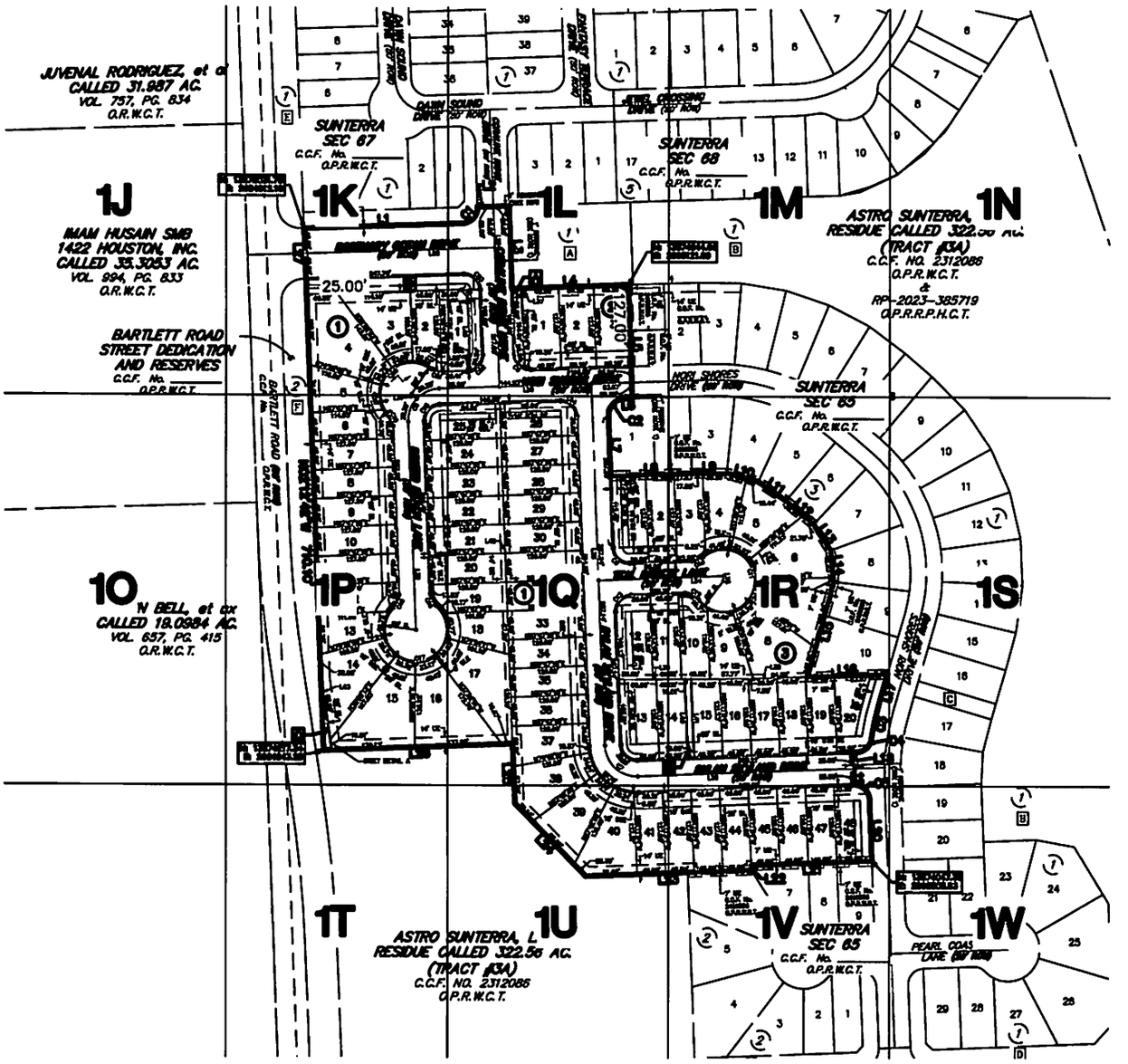


SCALE: 1" = 50'

INSET DETAIL A

DATE: MARCH 2024 SCALE NTS SHEET 1E OF 1	FINAL PLAT OF SUNTERRA SEC 66	**OWNER/DEVELOPER:** D.R. HORTON – TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269-6832	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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DATE: MARCH 2024 SCALE NTS SHEET 1F OF 1	FINAL PLAT OF SUNTERRA SEC 66	**OWNER/DEVELOPER:** D.R. HORTON – TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269-6832	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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STATE OF TEXAS §

COUNTY OF WALLER §

We, D.R. Horton – Texas, Ltd., a Texas Limited Partnership by D.R. Horton Inc., a Delaware Corporation, it's Authorized Agent, acting by and through Chad Estes, Land Development Manager, owner hereinafter referred to as Owners of the 14.19 acre tract described in the above and foregoing map of Sunterra Sec 66, 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 purpose 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 the 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 purpose 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 easement totals thirty feet (30' 0") in width.

FURTHER, Owners do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, all of the property subdivided in the above and foregoing plat shall be restricted in its use, which restrictions shall run with the title to the property and shall be enforceable at the option of Waller County, by Waller County, or any citizen thereof, by injunction as follows:

1. That drainage of septic tanks into roads, streets, alleys or public ditches, streams, ect., either directly or indirectly is strictly prohibited.
2. All stock animals, horses and fowl, shall be fenced in and not allowed to run at large in the subdivision.
3. Drainage structures under private drives shall have a new drainage opening area of sufficient size to permit the free flow of water without backwater and shall be a minimum of one and three quarters (1–1/4) square feet (15" diameter pipe) reinforced concrete pipe, unless specified by the County Road Administrator or County Engineer. Culverts and bridges must be used for all driveway and/or walks, although dip–style driveways are encouraged where appropriate.
4. Property owners will obtain Development Permits/Permit Exemptions from the County Flood Plain Administrator for all development.
5. There are no underground pipelines within the confines of the subdivision except as shown on the plat.
6. There shall be no sanitary sewer systems or any water well constructed within 50 feet of any lot line that does not adjoin with a public road.

IN TESTIMONY WHEREOF, the D.R. Horton – Texas, Ltd., a Texas Limited Partnership by D.R. Horton Inc., a Delaware Corporation, it's Authorized Agent, has caused these presents to be signed by Chad Estes, Land Development Manager, thereunto authorize, this 27 day of March, 2024

D.R. Horton – Texas, Ltd.,
a Texas Limited Partnership

By: D.R. Horton Inc., a Delaware Corporation, It's Authorized Agent.

By: _____
Chad Estes
Land Development Manager

STATE OF TEXAS §

COUNTY OF Montgomery §

BEFORE ME, the undersigned authority, on this day personally appeared Chad Estes, Land Development Manager, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of March, 2024

_____
Notary Public in and for the State of Texas

Lacy Groschke
Print Name

My commission expires: 10/11/2026

LACY DAWN GROSCHKE NOTARY PUBLIC STATE OF TEXAS ID 134010571 EXP. 10-11-2026

DATE: MARCH 2024 SCALE NTS SHEET 1G OF 1	FINAL PLAT OF SUNTERRA SEC 66	**OWNER/DEVELOPER:** D.R. HORTON – TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269–6832	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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Certificate of Surveyor
This is to certify that I, Chris D. Kalkomey, a Registered Professional Land Surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground; and that all block corners, lot corners and permanent referenced monuments have been set, that permanent control points will be set at completion of construction and that this plat correctly represents that survey made by me.

A portion of this subdivision lies within the boundaries of any municipality's corporate city limits, or area of extra territorial jurisdiction.

No portion of this subdivision lies within the boundaries of the 1% annual chance (100–year) floodplain as delineated on Waller County Community Panel #480640 of the Flood Insurance Rate Map No. 48473C0375E dated 2/18/2009.

No portion of this subdivision lies within the boundaries of the 0.2% annual change (500–year) floodplain as delineated on Waller County Community Panel #480640 of the Flood Insurance Rate Map No. 48473C0375E, dated 2/18/2009.



Chris D. Kalkomey
Registered Professional Land Surveyor
Texas Registration No. 5869

This is to certify that the Planning Commission of the City of Houston, Texas, has approved this plat and subdivision of Sunterra Sec 66 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 10, day of April, 2024.

By: _____
Martha L. Stein
Chair

or

M. Sonny Garza
Vice Chairman

By: _____
Jennifer Ostlind, AICP
Secretary



BROOKSHIRE–KATY DRAINAGE DISTRICT BKDD Permit No. 2023–62

APPROVED BY THE BOARD OF SUPERVISORS ON

4-8-24
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 REVIEWED ALL SHEETS PROVIDED AND FOUND THEM TO BE IN GENERAL COMPLIANCE WITH THE DISTRICT'S "RULES, REGULATIONS, AND GUIDELINES". THIS APPROVAL IS ONLY VALID FOR THREE HUNDRED SIXTY–FIVE (365) CALENDAR DAYS. AFTER THAT TIME RE–APPROVAL IS REQUIRED. PLEASE NOTE, THIS DOES NOT NECESSARILY MEAN THAT ALL THE CALCULATIONS PROVIDED IN THESE PLANS AND/OR PLATS 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.

DATE: MARCH 2024 SCALE NTS SHEET 1H OF 1	FINAL PLAT OF SUNTERRA SEC 66	**OWNER/DEVELOPER:** D.R. HORTON – TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269–6832	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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I, J. Ross McCall, County Engineer of Waller County, Texas, certify that the Plat of this subdivision complies with all existing rules and regulations of Waller County.

No construction or other development within this subdivision may begin until all Waller County permit requirements have been met.

_____
Date

_____
J. Ross McCall, PE
County Engineer

STATE OF TEXAS §

COUNTY OF WALLER §

I, Debbie Hollan, County Clerk in and for Waller County, Texas do hereby certify that the foregoing instrument with its certificate of authentication was filed for recordation in my office on _____, 202_, at _____ o'clock ___M in File No. _____ of the Plat Records of said County. Witness my hand and seal of office, at Hempstead, Texas, the day and date last above written.

_____
Debbie Hollan
Waller County, Texas

By: _____
Deputy

CERTIFICATE OF COMMISSIONERS COURT

APPROVED by the Commissioners' Court of Waller County, Texas, this _____ day of _____, 202_.

_____
Carbett "Trey" J. Duhon III
County Judge

_____
John A. Amsler
Commissioner, Precinct 1

_____
Walter E, Smith, P.E., RPLS
Commissioner, Precinct 2

_____
Kendric D. Jones
Commissioner, Precinct 3

_____
Justin Beckendorff
Commissioner, Precinct 4

NOTE: 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 current Waller County Subdivision and Development Regulations, in this regard.

DATE: MARCH 2024 SCALE NTS SHEET 11 OF 1	FINAL PLAT OF SUNTERRA SEC 66	**OWNER/DEVELOPER:** D.R. HORTON – TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269–6832	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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JUVENAL RODRIGUEZ, et al
CALLED 31.987 AC.
VOL. 757, PG. 834
O.R.W.C.T.

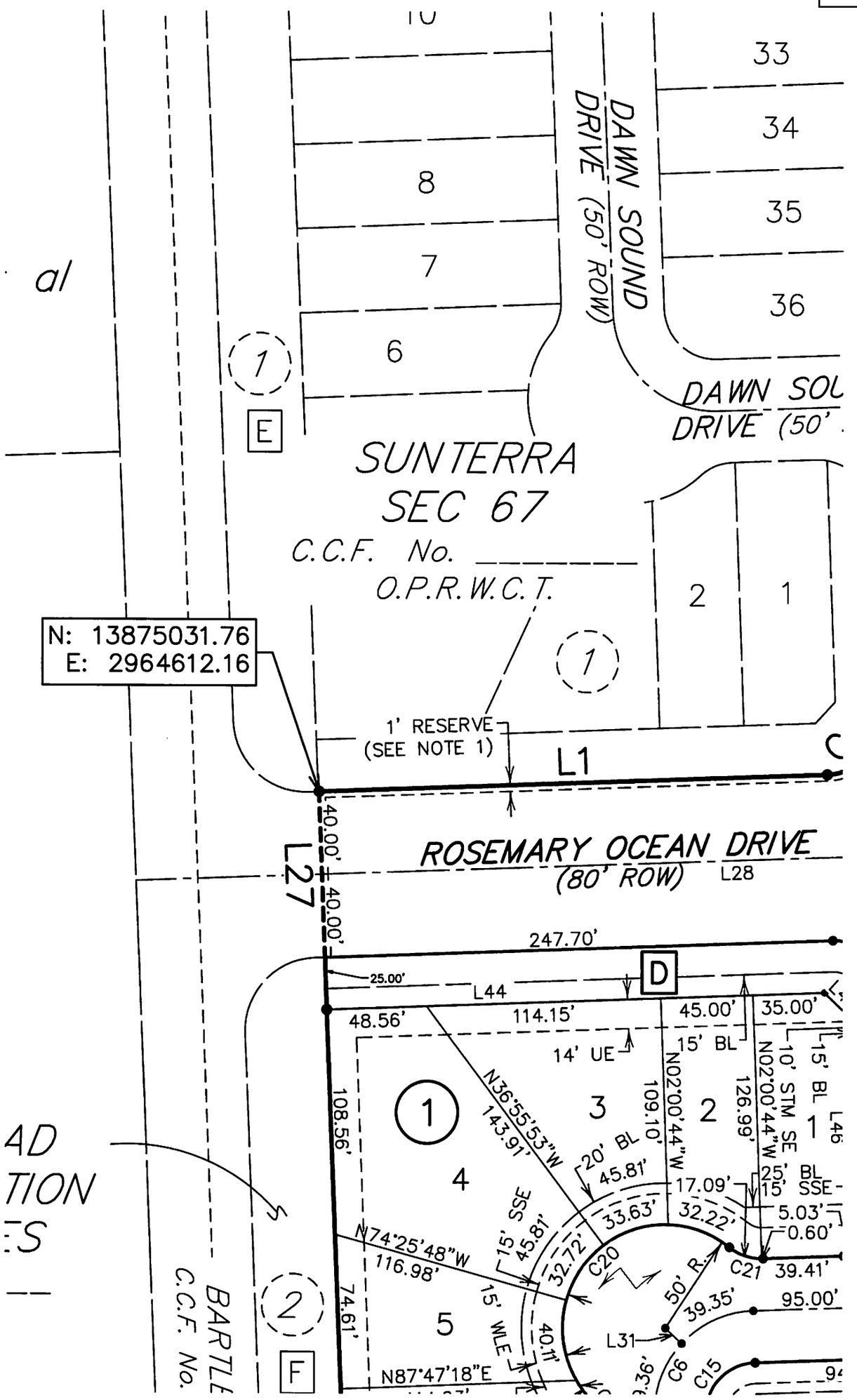
N: 13
E: 2

IMAM HUSAIN SMB
1422 HOUSTON, INC.
CALLED 35.3053 AC.
VOL. 994, PG. 833
O.R.W.C.T.

BARTLETT ROAD –
STREET DEDICATION
AND RESERVES
C.C.F. No. _____
O.P.R.W.C.T.

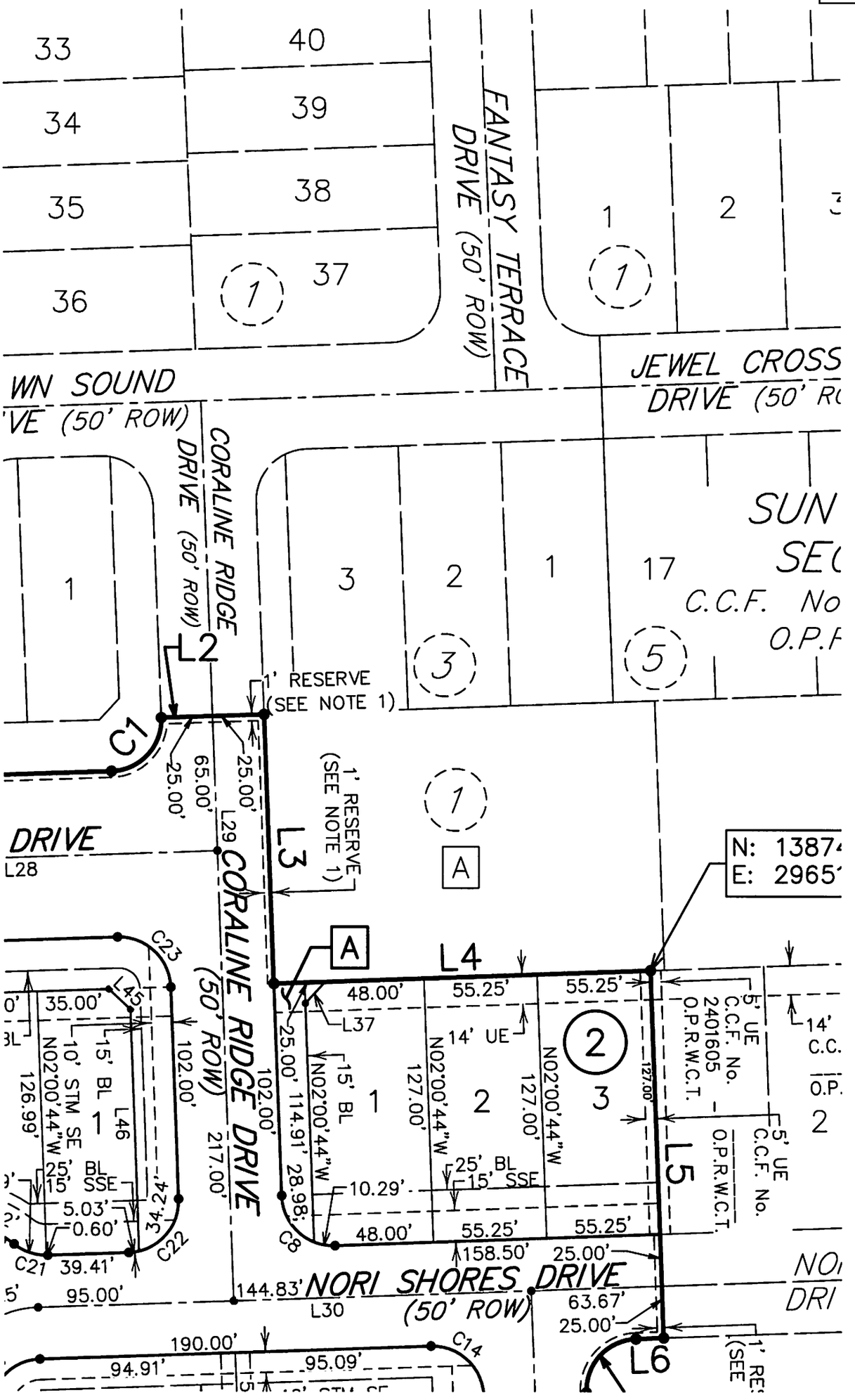
DATE: MARCH 2024 SCALE 1"=60' SHEET 1J OF 1	FINAL PLAT OF SUNTERRA SEC 66	OWNER/DEVELOPER: D.R. HORTON – TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269–6832	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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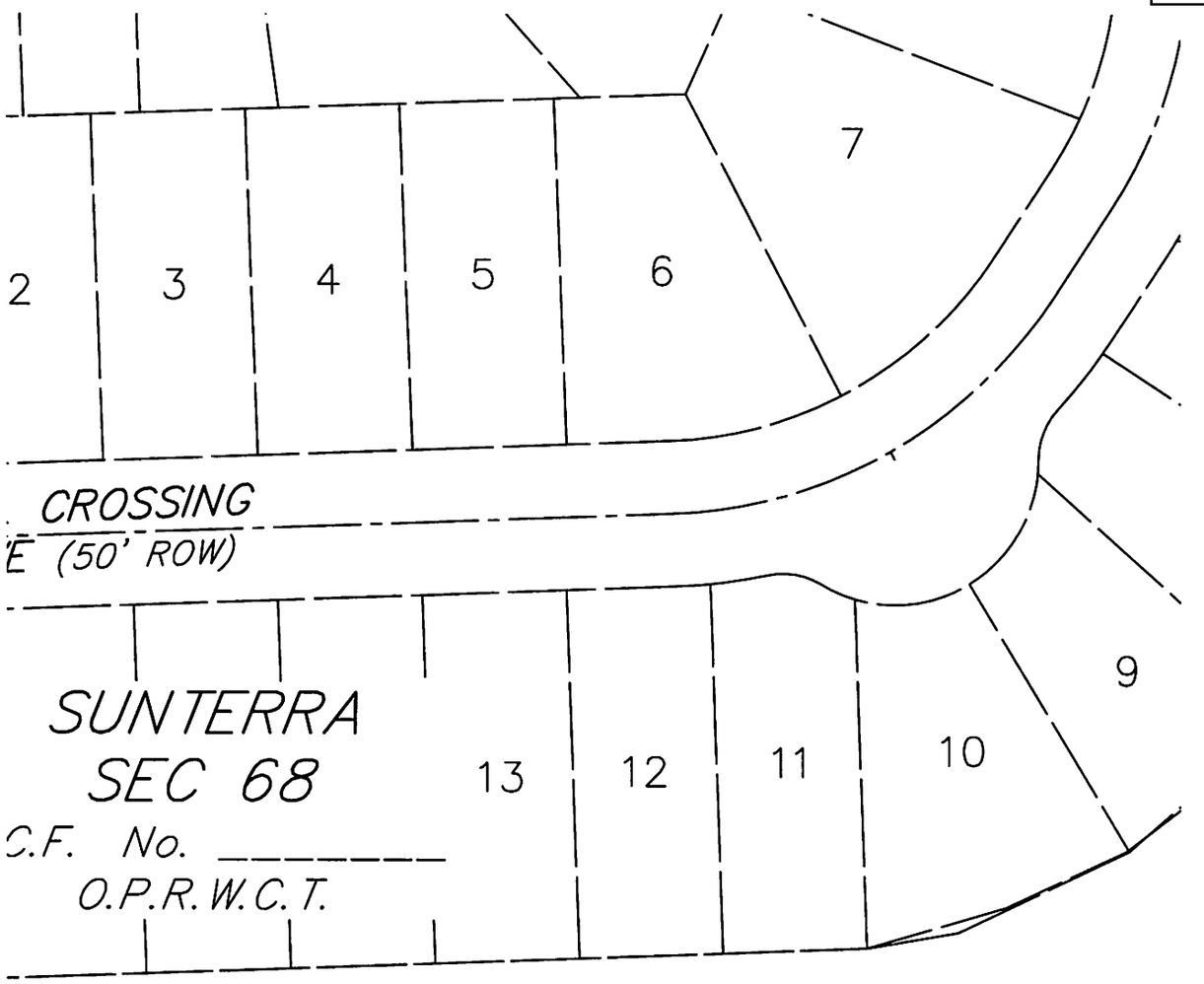
DATE: MARCH 2024 SCALE 1"=60' SHEET 1K OF 1	FINAL PLAT OF SUNTERRA SEC 66	**OWNER/DEVELOPER:** D.R. HORTON – TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269-6832	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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DATE: MARCH 2024 SCALE 1"=60' SHEET 1L OF 1	FINAL PLAT OF SUNTERRA SEC 66	**OWNER/DEVELOPER:** D.R. HORTON – TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269–6832	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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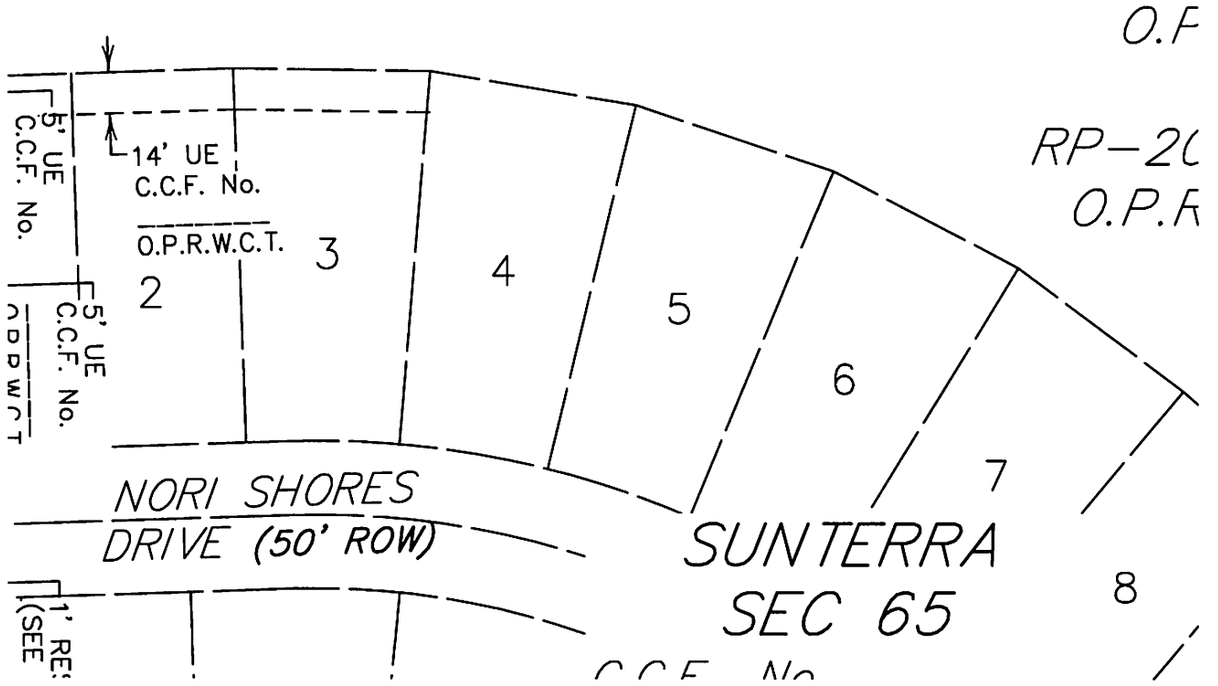
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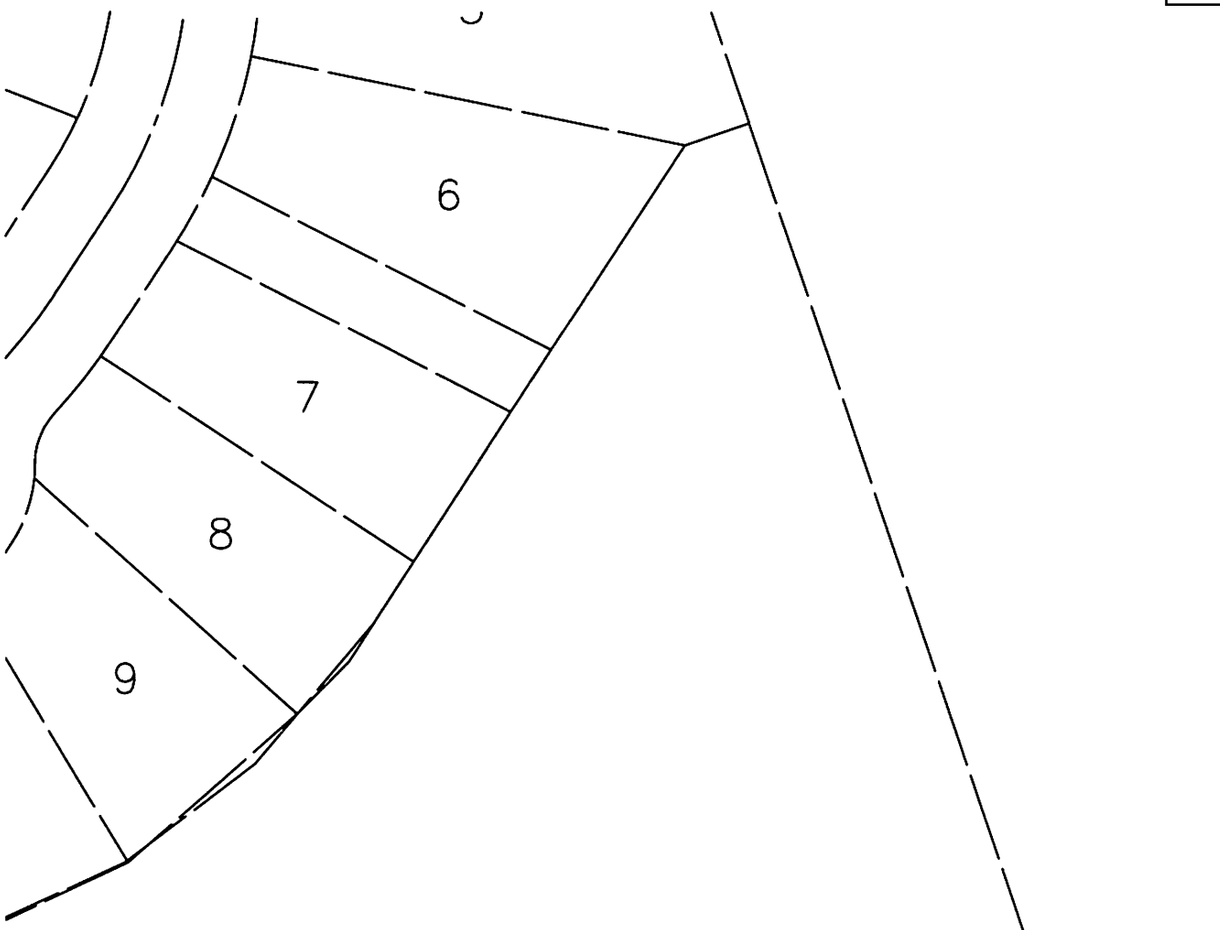
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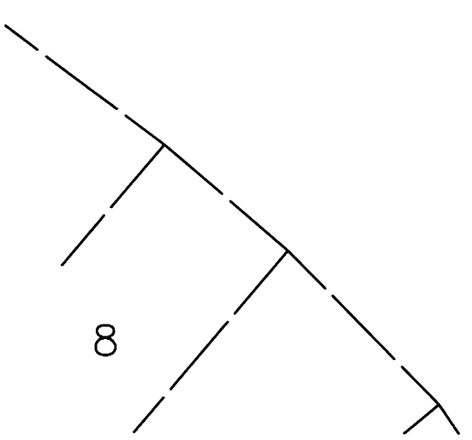


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DATE: MARCH 2024 SCALE 1"=60' SHEET 1N OF 1	FINAL PLAT OF SUNTERRA SEC 66	**OWNER/DEVELOPER:** D.R. HORTON – TEXAS, LTD. A Texas Limited Partnership 400 CARRIAGE HILLS BLVD CONROE, TEXAS 77384 (281) 269-6832	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Pkwy North, Suite 150 • Katy, TX 77401 • 832.913.4000 Cjamnik@quiddity.com

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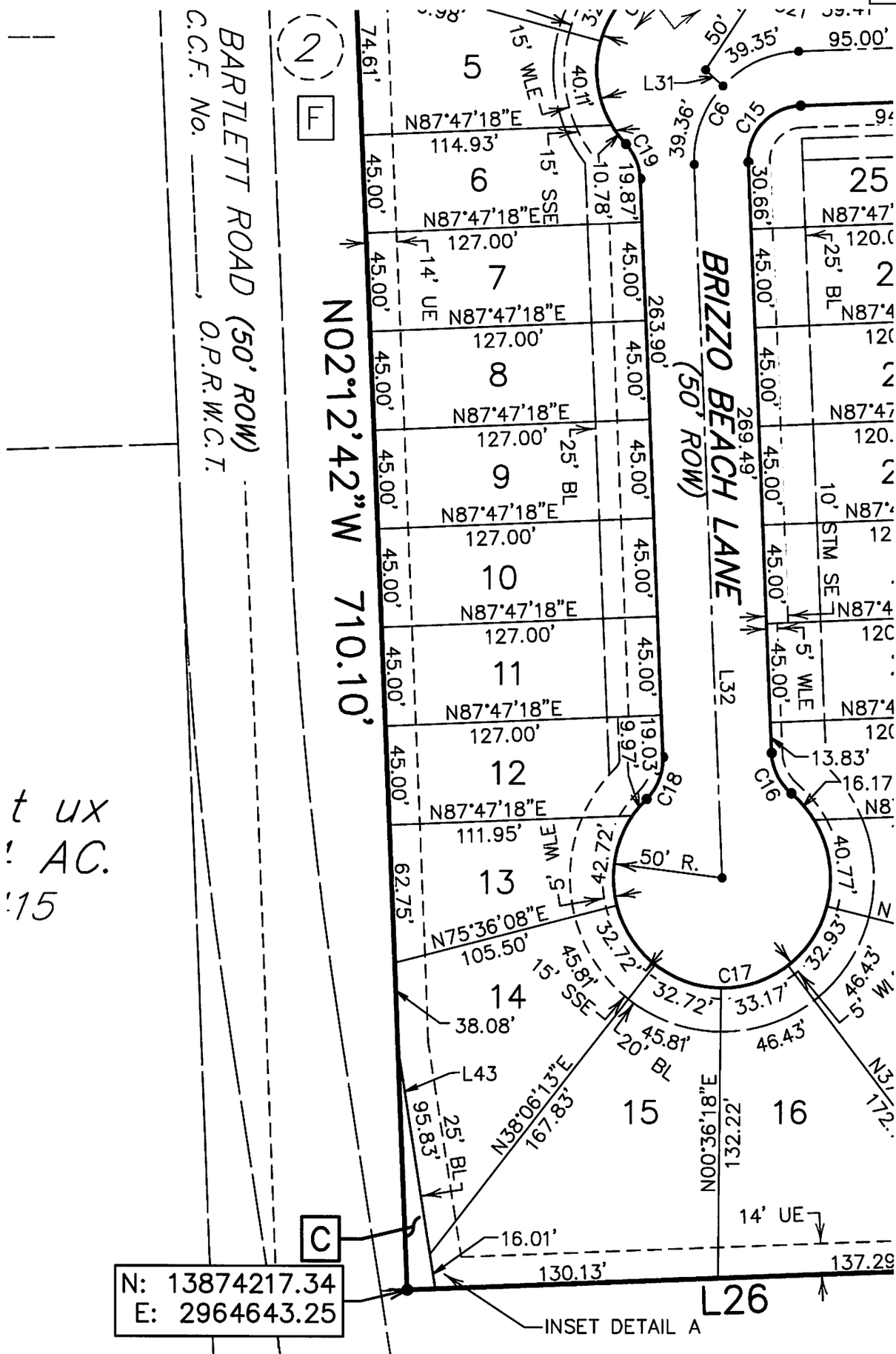
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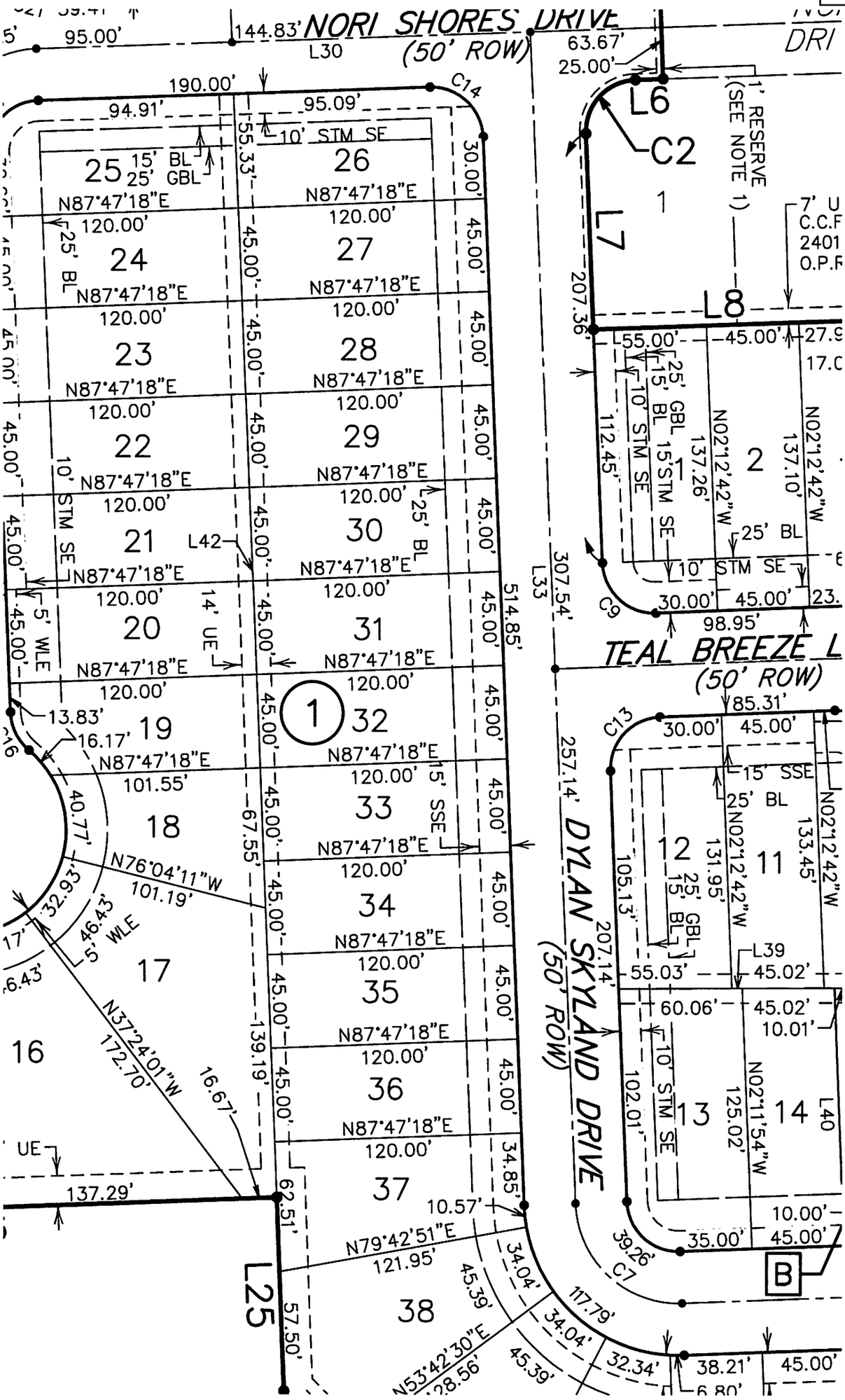
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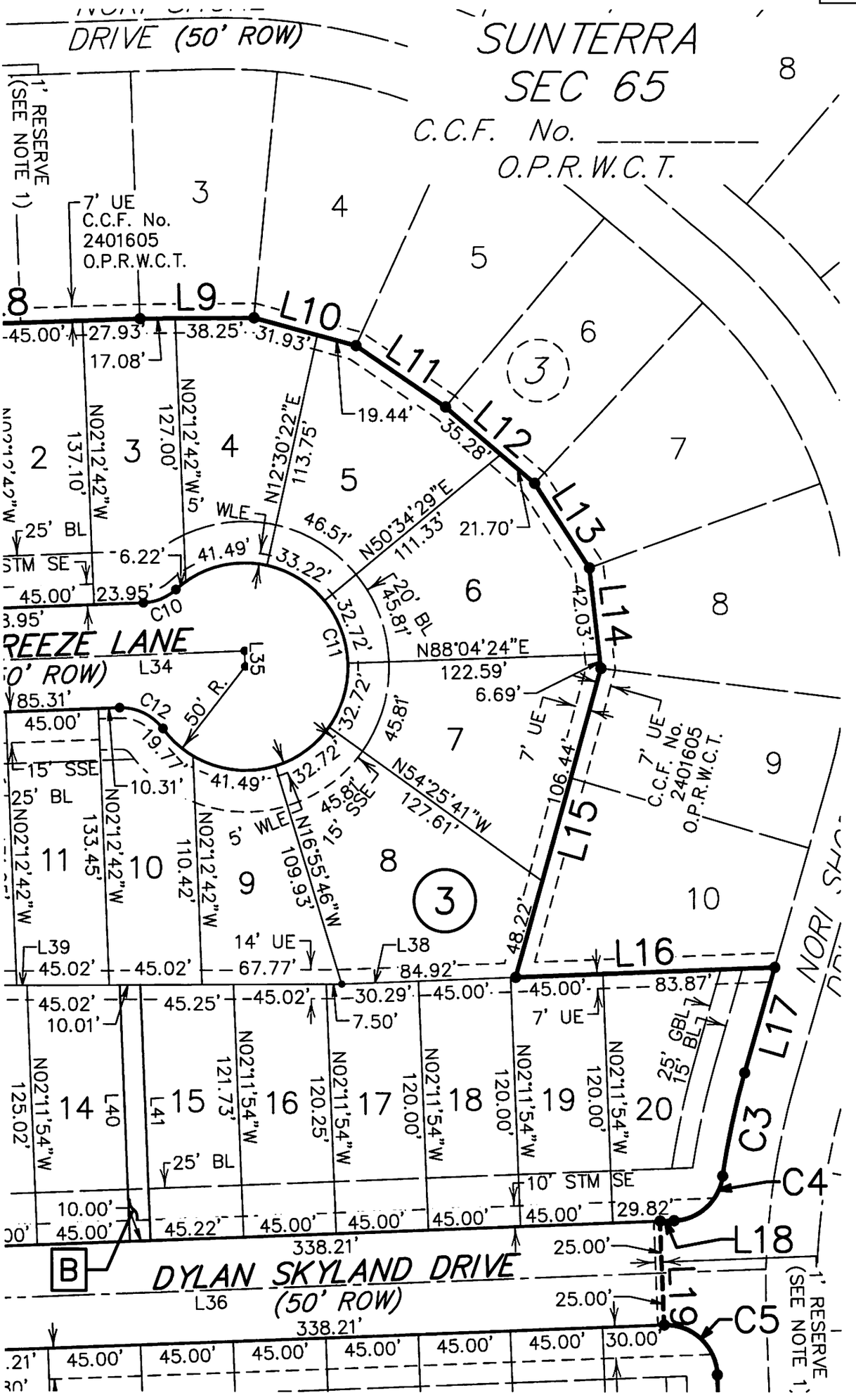
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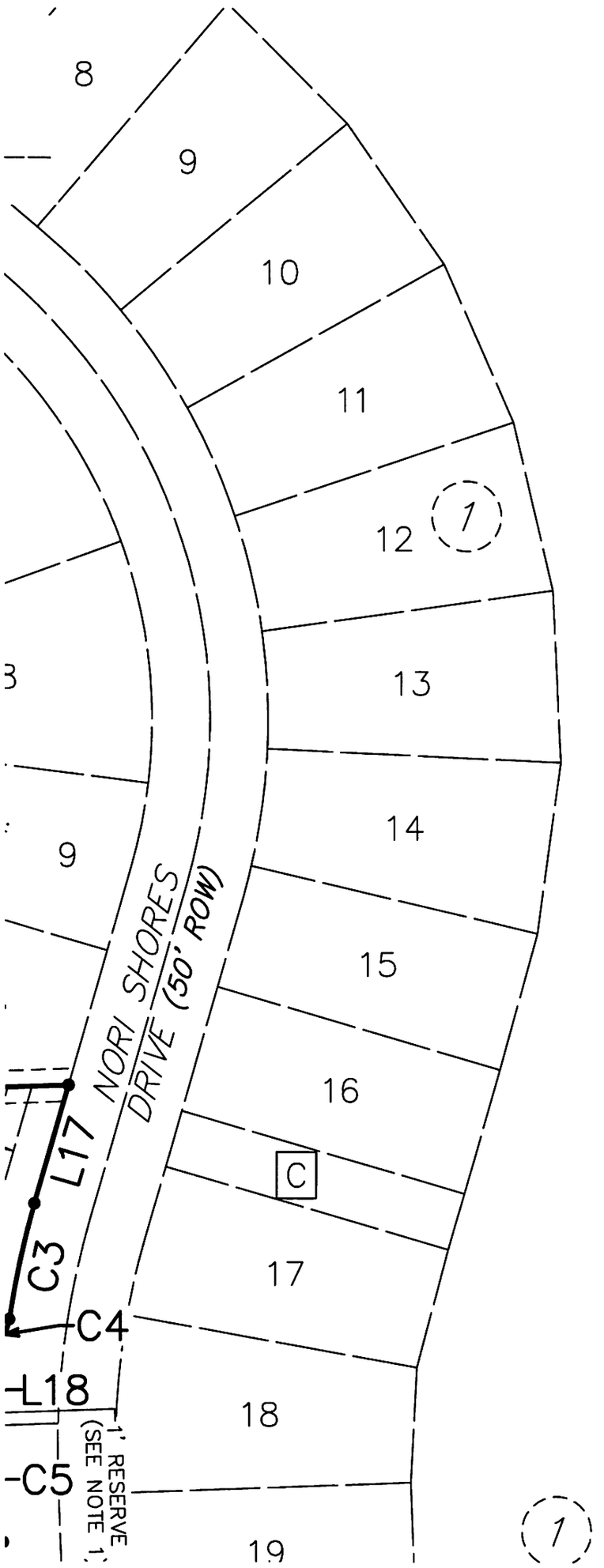
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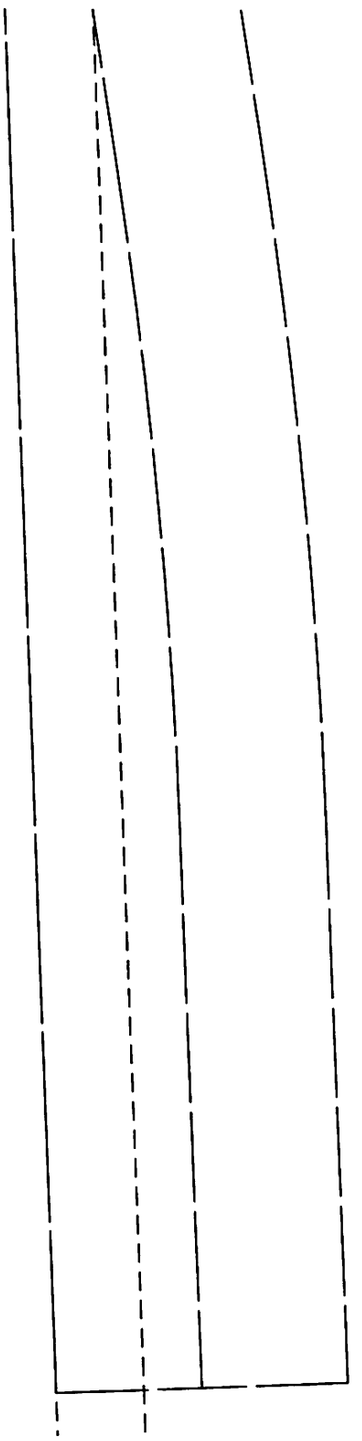
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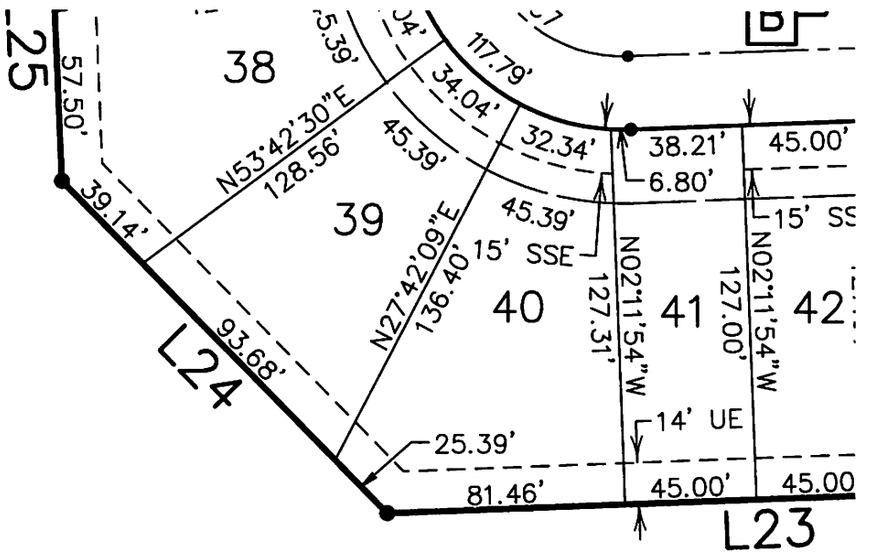
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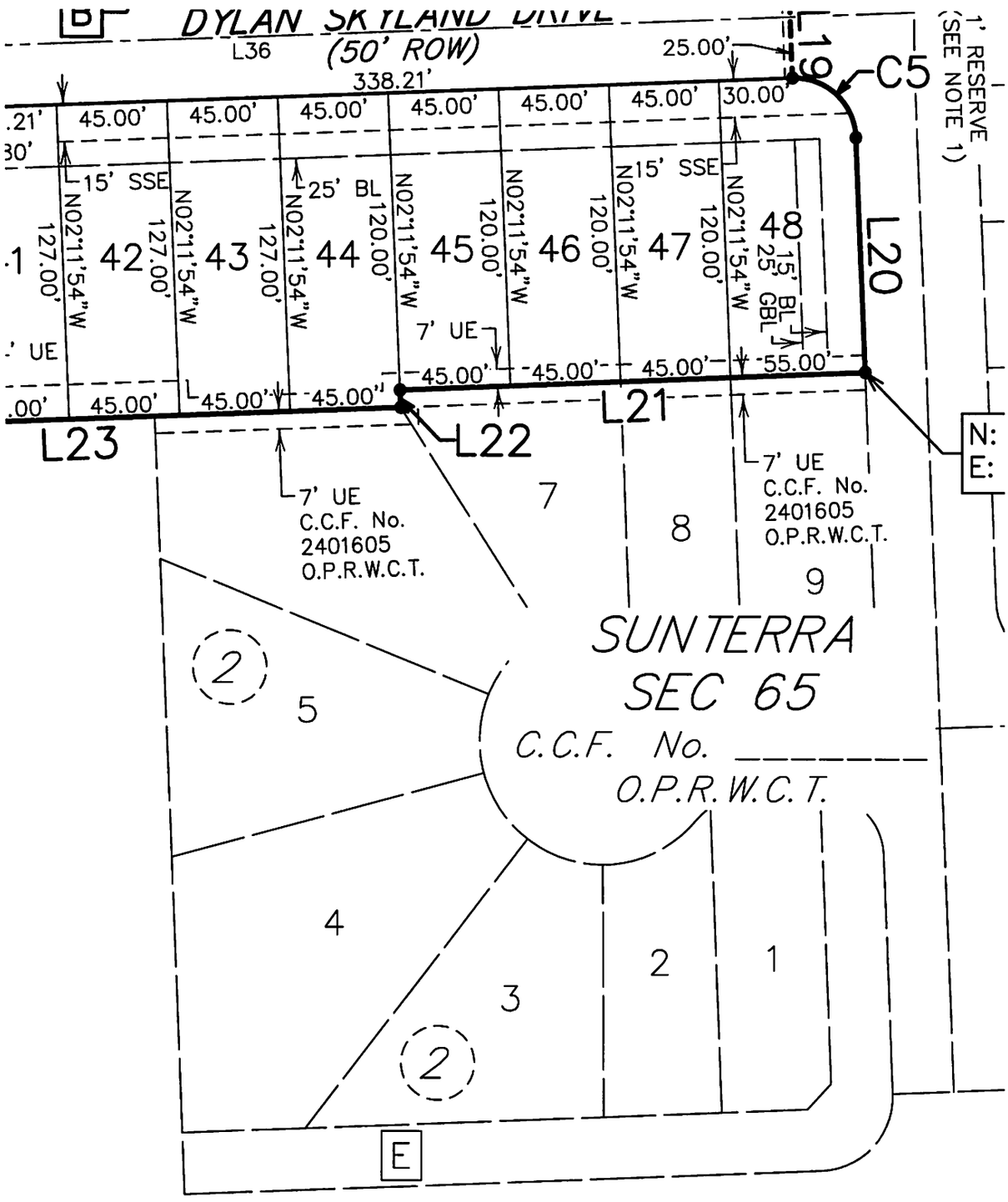
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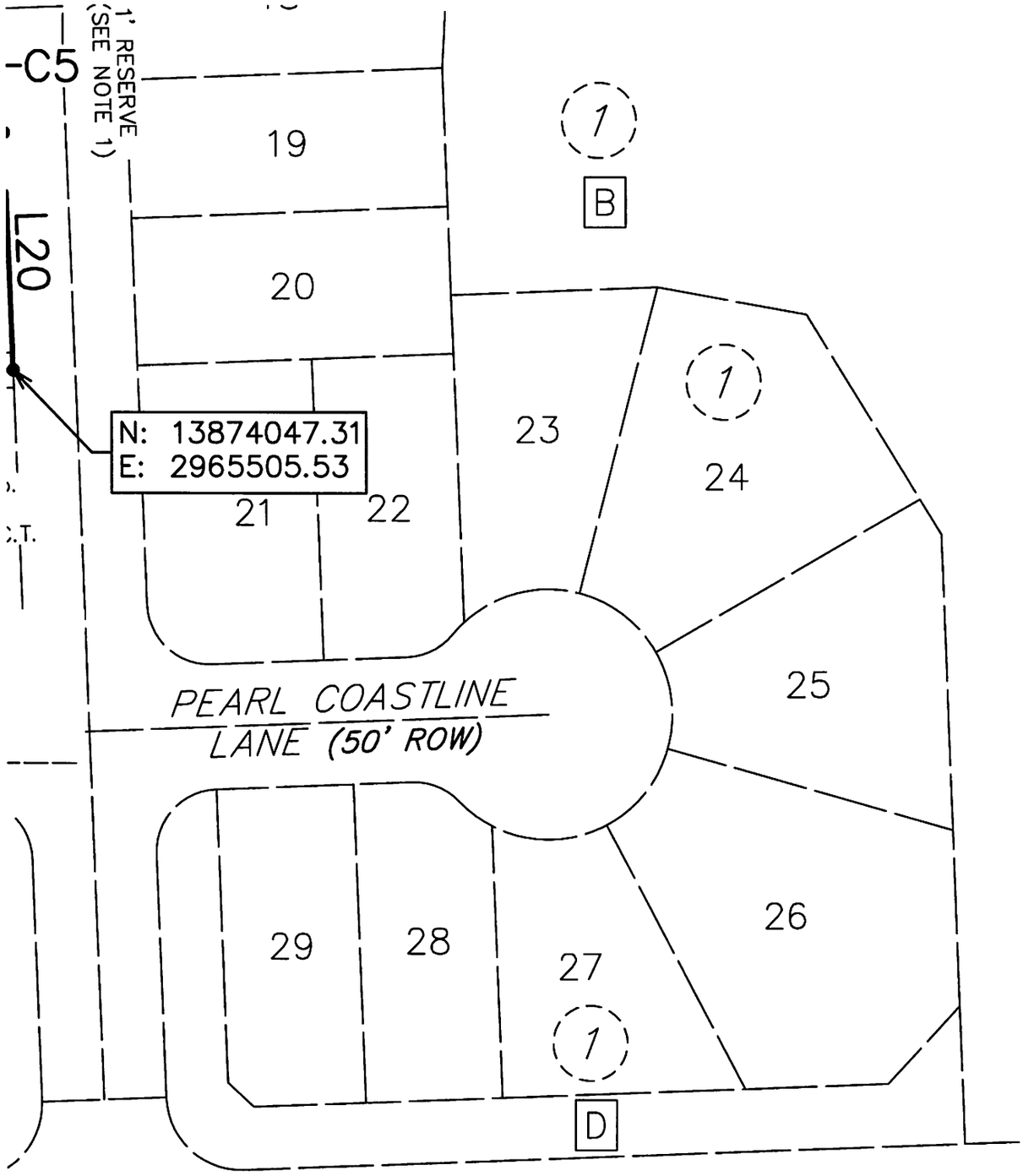
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XBS Southwest ("Company")

SALES AND SERVICE AGREEMENT

DEAL #: 525480

BILL TO		SHIP TO *	
CUSTOMER NAME: COUNTY OF WALLER		CUSTOMER NAME: COUNTY OF WALLER	
ADDRESS: 775 HIGHWAY 290E		ADDRESS: 775 HIGHWAY 290E	
CITY, STATE, ZIP: HEMPSTEAD TX 77445		CITY, STATE, ZIP: HEMPSTEAD TX 77445	
BILL TO CONTACT PERSON: DEBBIE WINSLOW	BILL TO PHONE NUMBER: 979-826-7670	SHIP TO CONTACT PERSON: DEBBIE WINSLOW	SHIP TO PHONE #: 979-826-7670
BILL TO EMAIL: D.WINSLOW@WALLERCOUNTY.US	BILL TO FAX #:	SHIP TO EMAIL: D.WINSLOW@WALLERCOUNTY.US	SHIP TO FAX #:

TERMS OF PAYMENT: NET TEN (10) DAYS FOR CASH SALE AND ALL OTHER INVOICES NET THIRTY (30) DAYS FROM DATE OF INVOICE

* IF MORE THAN ONE "SHIP TO" LOCATION, SEE PRODUCT SCHEDULES

SALES PERSON: MARK HITT | CUSTOMER PURCHASE ORDER NUMBER: | CONTRACT ☑ NEW ☐ ADD ☐ REPLACE | CONTRACT #:

PRODUCTS

QTY	MODEL/PRODUCT#	DESCRIPTION	LOCATION	TOTAL PRICE
1	EC8036	XEROX COLOR COPIER	775 HIGHWAY 290E HEMPSTEAD TX 77445	$240.00
1	C8035 (SERVICE ONLY)	XEROX COPIER - Serial #2TX060988	775 HIGHWAY 290E HEMPSTEAD TX 77445	

☐ See Product Schedules ☐ SEE TRADE-IN EQUIPMENT/ LEASE RETURN FORM

SUBTOTAL	$240.00
SPECIAL SERVICES FEES	
OTHER ADJUSTMENTS	
CASH AMOUNT	
Total Monthly Payment	$240.00 LEASE AND SERVICE

NOTES / ADJUSTMENTS DETAILS

$1 OUT SLG LEASE. PRICING PER HCDE CHOICE PARTNERS CONTRACT 21/031KN-70

CONTRACT TYPE

☐ CASH SALE ☐ RENTAL
☑ LEASE ☐ MAINTENANCE ONLY

EFFECTIVE DATES

Term in Months: 60
Proposed Start Date: UPON DELIVERY
Actual start date based on delivery or lease commencement

TRANSACTION TYPE

$1 Buyout

CONTRACT TERMS:

☑ All parts, labor, drums and supplies; excluding paper and staples
☐ All parts and labor; including drums; excluding supplies, paper and staples
☐ Includes other (indicate)

NOTES

From commencement of new lease agreement, Customer will have no further obligations on lease numbers (list below), and any open invoices or taxes will be invoiced separately by XBSSW.

CONTRACT RATES ☑ CHARGES INCLUDED IN LEASE PAYMENT

MODEL/ POOL #	INCLUDED BLACK VOLUME	BLACK OVERAGE RATE	INCLUDED COLOR VOLUME	COLOR OVERAGE RATE	INCLUDED EXTRA LONG VOLUME	COLOR EXTRA LONG RATE	MONTHLY PAYMENT	BILLING FREQUENCY BASE	BILLING FREQUENCY OVERAGE
EC8056C80	1000 FLAT RATE	NA	NA	NA	NA	NA	INCLUDED	Monthly	N/A
C8035	3000 FLAT RATE	NA	NA	NA	NA	NA	INCLUDED	Monthly	N/A
								Monthly	Quarterly
								Monthly	Quarterly
								Monthly	Quarterly
								Monthly	Quarterly

METER AND SUPPLY TECHNOLOGY ☑ XDA/XDM ☐ DECLINE

TECHNOLOGY CONTACT PERSON	TECH APP PHONE #	PRIMARY METER CONTACT: METER CONTACT PERSON	METER PHONE #
DEBBIE WINSLOW	979-826-7670	DEBBIE WINSLOW	979-826-7670
TECH EMAIL: D.WINSLOW@WALLERCOUNTY.US		METER EMAIL: D.WINSLOW@WALLERCOUNTY.US	METER FAX #

Company will install an app to automatically collect device meters for contract billing and automated supply replenishment.
Company will charge a fee per machine per overage billing cycle should customer decline meter and supply technology app installation.

QTY	MODEL/PRODUCT#	SOFTWARE & DESCRIPTION	☐ SEE SOW FOR DETAILS	TOTAL PRICE

Customer Acceptance

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set fourth the entire agreement between parties.

AUTHORIZED CUSTOMER SIGNATURE: X
SIGNER'S NAME (printed): X
TITLE: X
DATE: X

Sales: Mark C. Hitt
DATE: 4/12/24

Sales and Service Terms and Conditions

1. **Definitions.** The first page of this Sales Order/Service Agreement is referred to herein as the "Cover Page." The Cover Page and these Terms and Conditions, along with a listing of additional products on Product Schedule (if attached), and or any other attachments referenced on the Cover Page represent the agreement (the "Agreement") between Company and the Customer ("Parties") as identified on the Cover Page of this Agreement, with respect to the acquisition of those Products and the Service for such Products. "Products" shall mean the equipment ("Equipment") and any Software ("Application Software") identified on the Cover Page and/or on Product Schedule.

2. **Scope.** This Agreement may be executed for:

a) A **SALE** of Products. If a SALE, Company hereby offers to sell/license and Customer hereby accepts to purchase/license those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title to the Equipment will transfer to Customer upon delivery;-or

b) A **LEASE** of Products. If a LEASE, Customer will execute a separate lease agreement with a third party lessor which will fund the purchase/license of the Products in the quantity indicated on the Cover Page (and/or Product Schedule) for the benefit of Customer. The lease will be between Customer and a third-party lessor. Company will not be a party to the lease. Upon execution of a lease agreement between Customer and third-party lessor, the Customer shall be responsible to lessor to satisfy the terms and conditions of the lease;-or

c) A RENTAL of Products. If a RENTAL, Company hereby offers to rent and Customer hereby accepts to pay for those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title will remain with the Company throughout the Term as indicated on the Cover Page. Customer agrees to obtain adequate insurance coverage sufficient to cover the full replacement value of the rental equipment while in Customer's possession, and to have Company named as the loss payee. Unless otherwise stated in the Cover Page, the rental is non-cancellable for the stated term.

3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Products at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") or manufacturer's requirements. All risk of loss will transfer to the Customer upon delivery. Customer will be responsible for nonstandard delivery charges.

4. **Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment. Unless otherwise stated on the Cover Page, Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Company reserves the right, at its sole discretion, to replace Equipment with Equipment of similar or better conditions and features, rather than providing on-site Service support. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the Cover Page and within the manufacturer's stated yields, and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. Customer will return, or allow Company to retrieve, any unused supplies at the termination or expiration of this Agreement. Customer is responsible for the cost of excess supplies. Supplies will be shipped to Customer via UPS Ground, or another method selected by Company. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of such Services. Equipment may be supported and serviced using data that is automatically collected by Company from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Company. The automatic data transmission capability does not permit Company to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Services may be delivered by Company's Affiliates and/or Subcontractors, at Company's sole discretion. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement. Company has no obligation to maintain Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by manufacturer after which Company will no longer offer Services for a particular Equipment model. Company reserves the right to discontinue Service upon thirty days written notice for any Equipment for which parts and/or Supplies are no longer available, or are not available on commercially reasonable terms.

5. **Meter; Electric Services.** Equipment is required to be connected to a remote transmission tool, which will periodically communicate meter reads as well as other device diagnostic data and upon which invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, email, web submission, or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not communicated to Company. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you are unable to maintain remote transmission, the Company reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, the contract is subject to the manual meter collection fee outlined on the Company's currently published fee schedule. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220-volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment.

6. **Additions and Modifications.** If, at any time during the Term, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Services. If approved for Services, the Agreement will be amended to include such changes, including pricing modifications. All networked devices must be set up with our monitoring app for meters and Supplies. Any devices not under contract will be added automatically to the account for the listed rate. If our monitoring software is not reporting, the customer must work with us to resolve the issue as soon as possible.

7. **Term and Payment.** Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for 12 months. The Company reserves the right to terminate upon thirty days written notice. In the event the fees herein are included in Customer's lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. Customer agrees to pay Company all amounts due within thirty days of the date of Company's invoice or, if the parties have agreed the third-party lessor will collect the service fees due under this Agreement on behalf of Company, in accordance with the applicable lease agreement, and all other sums when due and payable. Any Monthly Payment entitles Customer to Services and Supplies for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the Cover Page and will be billed in advance. In addition, Customer agrees to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the Cover Page. A Print/Copy is defined as standard 8.5"x11" copy. No credit will be applied towards unused copies/prints. Customer's obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not received by Company within fifteen (15) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or $25, whichever is greater (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and Supplies, without recourse, for any non-payment. Unless otherwise stated on the Cover Page, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 20%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee, in accordance with Company's currently published fee schedule, which is subject to change from time to time.

8. **Taxes.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes, if any. You will be responsible for, indemnify and hold Company harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status. Customer will pay when due, either directly to the taxing authority or to Company upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied, except for taxes levied upon Company's income.

9. **Applicable Laws.** Both Parties agree that they will comply with all applicable laws and regulations during the Term.

10. **Limited License to Use Software.** Company grants (and is authorized by its licensor's to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

Sales and Service Terms and Conditions

11. **Diagnostic Software.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

12. **Software Support.** Except for Application Software identified as "No Svc." on the Cover Page, Company (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases..

13. **INTELLECTUAL PROPERTY.**

a. CUSTOMER'S CONTENT AND CUSTOMER ASSETS. Customer represents and warrants that it owns the customer assets and its content and materials provided to Company in connection with this Agreement or otherwise has the right to authorize Company to perform the Services hereunder. Customer represents and warrants that such content and materials do not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.

b. XEROX TOOLS. "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements and derivative works) used by Company to provide certain Services Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in a Statement of Work (SOW) where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Company or its authorized agents. If required for royalty reporting purposes, Company may disclose Customer's name and address to Xerox and/or the third-party licensor of certain Xerox Tools. Customer will not decompile or reverse engineer any Xerox Tools, or allow others to engage in same. Customer will have access to reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Company may remove Xerox Tools at any time in Company's sole discretion, provided that the removal of Xerox Tools will not affect Company's obligations to perform Services, and Customer shall reasonably facilitate such removal. If Xerox Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services.

c. LIMITED LICENSE TO ASSESSMENTS AND REPORTS. Customer may duplicate and distribute assessments and/or reports prepared by Company pursuant to this Agreement only for Customer's internal business purposes. Any recommendations and processes described in assessments and/or reports may only be implemented by Company for Customer and, if implemented, used by Customer only for Customer's internal business purposes.

d. NO GRANTS TO CUSTOMER. Customer agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.

14. **CONFIDENTIAL INFORMATION.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential ("Confidential Information"). The terms and conditions of this Agreement are Confidential Information of Company and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for two (2) years from the termination or expiration of this Agreement under which such Confidential Information was disclosed, whichever occurs later; provided, however, confidentiality with respect to trade secrets and Xerox Tools will not expire. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency. Upon expiration or termination of this Agreement, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this Agreement.

15. **Warranty.** Customer acknowledges that the Products covered by this Agreement were selected by Customer based upon its own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.

16. **LIMITATION OF LIABILITY.** IN NO EVENT, SHALL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER COMPANY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID FOR SERVICES UNDER THIS AGREEMENT BY CUSTOMER TO COMPANY DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.

17. **Default; Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure by Customer to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by Customer of any obligation herein; or (c) if Customer ceases doing business as a going concern. If Customer defaults, Company may: (1) require future Services, including Supplies, be paid for in advance, (2) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with Customer, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement, to compensate for loss of bargain and not as a penalty. Customer agrees that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

18. **Assignment.** Customer may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.

19. **Notices.** All notices required or permitted under this Agreement shall be by overnight courier such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to Customer shall be effective two days after it has been sent via overnight courier.

20. **Indemnification.** Each party, if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its affiliates) in connection with this Agreement.

21. **Fax/Electronic Execution.** A faxed or electronically transmitted version of this Agreement may be considered the original and Customer will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

22. **Warranty to Execute**. Each party represents and warrants to the other, as an essential part of this Agreement, that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) this Agreement has been duly authorized by all appropriate corporate action for signature; and (iii) the individual signing this Agreement is duly authorized to do so.

23. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of Texas (without regard to the conflict of laws or principles of such states); (b) Jury Trial. CUSTOMER EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer's obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.

A3/A4 Device Schedule-Flat Rate ONLY

xerox™ Business Solutions Southwest

Customer COUNTY OF WALLER

Deal # 525480

A3/A4 Device	Location	Contracted Volume Band	Volume Band Decrease	Cost Decrease	Volume Band Increase	Cost Increase
A3/EC8036	UPSTAIRS	1000	NA	NA	2000	25.00
A3/C8035	DOWNSTAIRS	3000	2000	25.00	5000	45.00

Customer Initial: ⊗

Xerox Financial Services LLC
201 Merritt 7
Norwalk, CT 06851

STATE AND LOCAL GOVERNMENT MASTER LEASE AGREEMENT

xerox

Supplier Name & Address: XBSSW 8200 IH10W STE400 SAN ANTONIO TX 78230		Master Agreement No:	
Owner: XEROX FINANCIAL SERVICES LLC – 201 Merritt 7, Norwalk, CT 06851			
CUSTOMER INFORMATION			
Full Legal Name: COUNTY OF WALLER		Phone Number: 979-826-7670	
Billing Address: 775 HIGHWAY 290 E.	City: HEMPSTEAD	State: TX	Zip: 77445
Contact Name: DEBBIE WINSLOW	Contact Email: D.WINSLOW@WALLERCOUNTY.US		
Accounts Payable Contact Name: SAME AS ABOVE	Accounts Payable Contact Email: D.WINSLOW@WALLERCOUNTY.US		
CUSTOMER ACCEPTANCE			
BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 (AND 3 IF APPLICABLE) HEREOF.			
Authorized Signer X:	Date: X	Federal Tax ID: (Required) X	
Print Name: X	Title: X		
OWNER ACCEPTANCE			
Accepted By: **Xerox Financial Services LLC**	Name and Title:	Date:	

TERMS & CONDITIONS

1. Definitions. The words "You" and "Your" mean the legal entity identified in "Customer Information" above, and "XFS," "We," "Us," "Owner" and "Our" mean Xerox Financial Services LLC. "Supplier" means the entity identified as "Supplier" on one or more Schedules related to and incorporating this Agreement executed by the Parties from time to time ("Schedule"). "Acceptance Date," for each Schedule, means the date You irrevocably determine Equipment under a Schedule has been delivered, installed and operating satisfactorily. "Agreement" means this Master Lease Agreement, including one or more Schedules. "Commencement Date" will be a date after the Acceptance Date, as set forth in Our first invoice, for the purpose of facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% per annum. "Equipment" means the items identified as such in any Schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" mean the applicable excess image/print charges on a Cost per Image Schedule. "Interim Period" means the period, if any, between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Payment multiplied by the number of days in the Interim Period. "Payment" means the periodic Lease or Payment specified in one or more Schedules, which includes Taxes and other charges You, Supplier and XFS agree will be invoiced by XFS, and may include the fixed component of maintenance charges payable to Supplier under the Maintenance Agreement and Excess Charges (unless otherwise agreed by You, Supplier and XFS). "Maintenance Agreement" means a separate agreement between You and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee per Schedule of $125 billed on Your first invoice which You agree to pay, covering the origination, documentation, processing and other initial costs. "Party" means You or XFS, and "Parties" means both You and XFS. "Term" means the Interim Period, if any, together with the Initial Term for each Schedule plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its interest in the Equipment. "Freight Fee" means a fee that We may charge on behalf of the Supplier to cover their costs of shipping supplies to You.

2. Agreement, Payments and Late Payments. You agree and represent that the Equipment was selected, configured and negotiated by You based on Your judgment and supplied by Supplier. At Your request, XFS will acquire same from Supplier to lease to You under one or more Schedules and You agree to lease same from XFS. XFS may refuse to pay Supplier for Equipment, whether or not the Equipment has been delivered to You, if (i) there shall be, in Our reasonable judgment, a material adverse change in Your financial condition or credit standing since the date of Our approval of the transaction, or (ii) You fail to provide any documents as We may reasonably require within 10 days of Our request, including but not limited to releases, subordinations, financing statements/searches, good standing certificates, evidence of authority, and landlord's/mortgagee's waivers. The Initial Term commences on the Acceptance Date. You agree to remit to XFS each Payment as invoiced by Us according to the frequency set forth above. You agree to pay Us all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from Your bank account by the due date. With Our consent, alternate forms of payment may be accepted subject to a nominal fee. **If any Payment is not paid in full within 15 days of its due date, You will pay a late charge of the greater of 10% of the amount due or $25. We will make any required adjustment aforesaid invoicing/late charge practices in accordance with any applicable prompt payment laws in the state of your formation once you provide notice thereof.** For each dishonored or returned Payment, You will be assessed the applicable fee, not to exceed $35. Restrictive covenants on any method of payment will be ineffective.

3. Equipment and Software. To the extent that the Equipment includes intangible property such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it, and You will comply throughout the applicable Term with any applicable license and/or other agreement ('Software License") with the Software supplier ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required and entering into them with the Software Supplier no later than 30 days after the applicable Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE**. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Agreement. EXCEPT FOR A NON-APPROPRIATION EVENT AS MORE FULLY DESCRIBED IN SECTION 21 HEREOF, NEITHER THIS AGREEMENT NOR ANY SCHEDULE CAN BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE APPLICABLE INITIAL TERM. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY A, L OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, XFS, OR ANY THIRD PARTY. Any pursued claim by You against XFS for alleged breach of Our obligations hereunder shall be asserted solely in a separate action; **provided, however, that Your obligations hereunder shall continue unabated.**

5. End of Agreement Options. Schedules may have stated or no purchase options. If a $1 Purchase Option is designated, You will be deemed to have exercised Your option to purchase the Equipment as of the Acceptance Date. If the purchase option is designated as a Fixed Purchase Amount, at the end of the Initial Term XFS will invoice You, and You will be obligated to pay, the applicable Fixed Purchase Amount, plus Taxes. For any other purchase option designated, if You are not in default and if You provide no greater than 150 days and no less than 60 days' written notice prior to the end of term to XFS, You may, at the end of the Initial Term, or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at Your expense, fully insured, to a continental US location XFS shall specify. You cannot return Equipment more than 30 days prior to the End Date without Our consent. If We consent, We may charge You, in addition to all undiscounted amounts due under this Agreement, an early termination fee. If You have not elected one of the above options, this Agreement shall renew for month-to-month terms. Either party may terminate the Agreement as of the end of any renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the third sentence of this Section. The purchase options shall be exercised, and the Fixed Purchase Amounts paid, with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by You to XFS of payment, in form acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer Our interest in the Equipment to You on an "AS IS," "WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind or nature whatsoever.

6. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to You, except for "ordinary wear and tear" and, if not in such condition, You will be liable for all expenses XFS incurs to return the Equipment to such condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH CUSTOMER DATA AS OUTLINED HEREIN.** XFS, Your Supplier or an XFS affiliate may, but are not required to, offer to securely remove all data from all disk drives or magnetic media upon return of the Equipment for an additional fee to cover the cost of the service and/or any replacement parts required.

7. Equipment Delivery and Maintenance. You should arrange with Supplier to have the Equipment delivered to You at the location specified on the first page hereof or in the applicable Schedule, and You agree to execute Delivery & Acceptance Certificates at Our request (and confirm same via telephone or electronically) confirming when You have received, inspected and irrevocably accepted the Equipment, and authorize XFS to fund Supplier for the Equipment. If You fail to accept the Equipment, You shall no longer have any obligations under the applicable Schedule. Equipment may not be moved to another physical address or removed from service without Our prior written consent, which shall not be unreasonably withheld or delayed. You shall permit XFS or its agents to inspect Equipment and any related maintenance records during Your normal business hours upon reasonable notice. You represent You have entered or will enter into a Maintenance Agreement to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide You with Equipment supplies. **You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under the Maintenance Agreement.** XFS SHALL NOT BE LIABLE TO YOU FOR ANY BREACH BY THE SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS UNDER THIS AGREEMENT OR ANY SCHEDULE BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.

8. Equipment Ownership, Labeling and UCC Filing. If an FMV purchase option is applicable, the Equipment subject thereto (except the Software) shall be and remain XFS's sole and exclusive property; You shall have no right, title or interest therein except as expressly set forth herein. If and to the extent a court deems any Schedule to be a security agreement under the UCC, and otherwise for precautionary purposes only, You shall be deemed to have granted XFS, as of the applicable Schedule date, a first priority security interest in the Equipment as defined above in order to secure Your performance under this Agreement and each Schedule. XFS is and shall remain the sole Owner of the Equipment, except the Software, and XFS may label the Equipment to identify Our ownership interest in it. You authorize XFS to file by any permissible means a UCC financing statement to show, and to do all other acts to protect, Our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements, not to exceed $75. You agree to keep the Equipment free from any liens or encumbrances and to promptly notify XFS if there is any change in Your organization such that a refiling or amendment to XFS's UCC financing statements against You becomes necessary.

9. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT, ANY SCHEDULE, OR ANY OF YOUR RIGHTS OR OBLIGATIONS THEREUNDER (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE SOLE BUT REASONABLE EXERCISE OF XFS'S CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, You agree to pay the applicable assignment fee and reimburse XFS for any costs We incur in connection with that Assignment. XFS may sell, assign or transfer all or any part of the Equipment, the Agreement, and/or any of Our rights at no cost to You. XFS's assignee will have the same rights that We have to the extent assigned, however, XFS shall remain liable for Our obligations. YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and You agree to remit payments due under one or more Schedules to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by Us will not materially change Your obligations under this Agreement or any Schedule. For the express and limited purpose of pledging, assigning, securitizing, granting participations in, or otherwise disposing of this Agreement or any Schedules hereunder, whether as chattel paper or otherwise, each Schedule designated as an original, together with a certified copy of this Agreement, shall constitute a separate Agreement for such purposes.

10. Taxes. You have represented to XFS that you are currently, and shall continue to be, a tax-exempt entity. In the event you are no longer tax-exempt (or are unable to provide proof thereof to XFS), you will be responsible for all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on You, the Equipment, this Agreement, any Schedule, or the amounts payable thereunder (collectively, "Taxes"), which will be included in Our invoices to You unless You provide proof of Your tax-exempt status no later than thirty (30) days following the commencement of this Agreement. Regardless of Your tax-exempt status, XFS reserves the right to pass through, and You agree to pay, any such Taxes that are actually assessed by the applicable State on XFS as lessor of the Equipment. For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, You authorize XFS to finance and adjust Your Payment to include such Taxes over the Initial Term unless You require otherwise. Unless and until XFS notifies You in writing to the contrary, the following shall apply to personal property taxes and returns. If an FMV purchase option is applicable, XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from Your account all personal property taxes on the Equipment. As compensation for Our internal and external costs in the administration of taxes related to this Agreement, You agree to pay Us a processing fee by asset per year during the Term, "Tax Administration Fee", not to exceed the maximum permitted by applicable law. If a $1 purchase option or Fixed Purchase Option is applicable, You will file all personal property tax returns covering the Equipment and will pay the personal property taxes levied or assessed thereon. Upon XFS's request, You shall provide XFS with copies of all such personal property tax returns, together with evidence of payment therefor. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT OR ANY SCHEDULE.

11. Equipment Warranty Information and Disclaimers. XFS IS MERELY A FINANCIAL INTERMEDIARY, AND HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since You have selected the Equipment and the Supplier, You acknowledge that You are aware of the name of the manufacturer of each item of Equipment and agree that You will contact each manufacturer and/or Supplier for a description of any warranty rights You may have under the Equipment supply contract, sales order, or otherwise. XFS hereby assigns to You any Equipment warranty rights We may have against Supplier or manufacturer. If the Equipment is returned to XFS or You are in default, such rights are deemed reassigned by You to XFS. **IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER AFTER ACCEPTANCE, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE HEREUNDER.**

12. Liability and Indemnification. XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS"), TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. Unless prohibited by applicable law, You assume the risk of liability for: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance, rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment, and (b) any and all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

13. Default and Remedies. You will be in default under this Agreement and any applicable Schedule if XFS does not receive any Payment within 30 days after its due date, or You breach any other material obligation under this Agreement, any related Schedule or any other agreement with XFS. If You default, and such default continues for 10 days after XFS provides notice to You, XFS may, in addition to other remedies (including disabling or repossessing the Equipment and/or requesting the Supplier to cease performing under the Maintenance Agreement), immediately require You to do one or more of the following; as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then past due, plus interest from the due date until paid at the rate in accordance with the laws or Your State of formation covering state agencies and the applicable codes covering political subdivisions; (ii) plus all the Payments remaining in the Term, discounted at the Discount Rate to the date of default, (iii) plus (if an FMV purchase option is applicable) the Equipment's booked residual, or if not purchased, require You to return the Equipment as provided in Sections 5 and 6 hereof and (iv) all Taxes. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by XFS to enforce this Agreement.

14. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at Your own expense, agree to (a) to keep the Equipment fully insured through a carrier acceptable to Us against loss at its replacement cost, with Us named as loss payee; (b) You also agree to obtain a general public liability insurance policy from anyone who is acceptable to Us and to include Us as an additional insured on the policy; (c) to provide proof of insurance satisfactory to Us no later than thirty (30) days following the commencement of this Agreement (or at commencement if We so elect), and thereafter upon Our written request. You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. Any insurance proceeds received will be applied at Our option, (i) to repair, restore or replace the Equipment, or (ii) to pay Us the remaining balance of the Agreement plus Our estimated residual value, both discounted at the Discount Rate, provided We elect to apply this option. **NO LOSS OR DAMAGE TO EQUIPMENT, OR OUR RECEIPT AND APPLICATION OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT OR THE APPLICABLE SCHEDULES. You remain primarily liable for performance under this Section in the event the applicable insurance carrier fails or refuses to pay any claim. NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR OBLIGATION TO MAINTAIN LIABILITY INSURANCE COVERING THE EQUIPMENT.**

15. Meter Readings and Annual Adjustments. This Section applies solely to "Cost Per Image" Schedules. You agree that Meter Reading submittal will be covered by the corresponding Maintenance Agreement. At any time after 12 months from each Commencement Date and for each successive 12-month period thereafter during the Term, XFS may increase Your Payment and the Excess Charges by a maximum of fifteen percent (15%) of the then-current Payment therefor and You agree to pay such increased amounts.

16. Finance Lease and Customer Waivers. Unless the applicable Schedule is designated to have a $1 purchase option, the parties agree that each Schedule shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A Sections 508-522.

17. Authorization of Signer and Credit Review, Incorporation of Policies. This Agreement and each Schedule has been duly authorized, executed and delivered by the Parties in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection herewith) and is valid, legal and binding in accordance with its terms. The person(s) signing this Agreement and each Schedule has the authority to do so, are acting with the full authorization of their governing body and hold the offices indicated below their signatures, each of which are genuine. You agree to furnish financial information, including Your Federal Tax ID, that XFS may request now, which shall accurately represent Your financial condition, and You authorize XFS to obtain credit reports on You in the future should You default or fail to make prompt payments hereunder. XFS represents that it is subject to, and shall abide by, the Xerox Corporation anti-discrimination, equal employment and other policies found at https://www.xerox.com/en-us/jobs/diversity/policies-and-strategies and the ethics and compliance policies found at https://www.xerox.com/en-us/about/corporate-citizenship/ethics, and that such policies shall control over any similar Customer policies in force.

18. Original and Sole Controlling Document; No Modifications Unless in Writing. This Agreement and each Schedule constitutes the entire agreement between the Parties as to the subjects addressed herein, and representations or statements not included herein are not part of this Agreement or any Schedule and are not binding on the Parties. You agree that an executed copy of this Agreement and each Schedule that is signed by Your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. All other copies shall be duplicates. To the extent this Agreement or any Schedule constitute UCC chattel paper, no security interest in this Agreement or any Schedule may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL HAVE ANY FORCE OR EFFECT, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT AND EACH SCHEDULE EXCLUSIVELY GOVERN THE TRANSACTIONS DOCUMENTED THEREIN. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT OR ANY SCHEDULE. **NEITHER THIS AGREEMENT NOR ANY SCHEDULE MAY BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND NO PROVISIONS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS.** XFS's failure to object to terms contained in any communication from You will not be a waiver or modification of the terms of this Agreement or any Schedule. You authorize XFS to insert or correct missing information on this Agreement, including but not limited to Your proper legal name, agreement numbers, serial numbers and other Equipment information, including Equipment substitutions or partial substitutions communicated to Us by the Supplier so long as there is no material impact to Your financial obligations.

19. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE WHERE THE EQUIPMENT IS LOCATED. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, ANY SCHEDULE, OR OTHERWISE RELATING THERETO, SHALL BE IN A FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED. **UNLESS SPECIFICALLY PROHIBITED BY THE APPLICABLE GOVERNING LAW REFERENCED ABOVE, THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

20. Miscellaneous. Your obligations under the "Taxes" and "Liability and Indemnification" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement and the applicable Schedule(s). Notices under this Agreement must be in writing. Notices to You will be sent to Your Billing Address, and notices to XFS shall be sent to Our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with You by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number or electronic address You provide to Us. If a court finds any term of this Agreement or Schedule unenforceable, the remaining terms will remain in effect. The failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement or Schedule as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement or any Schedule that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by XFS in excess of that legally allowed will be applied by Us to the payment of amounts legally owed under this Agreement or the applicable Schedule or refunded to You.

21. Non-Appropriation. This Section is applicable only if the inclusion of a non-appropriation provision is legally required. Your obligation to pay all amounts due hereunder is contingent upon approval of the appropriation of funds by Your governing body. In the event funds are not appropriated for any fiscal period equal to amounts due hereunder, and You have no other funds legally available to be allocated to the payment of Your obligations hereunder, You may terminate the corresponding Schedule effective on the first day of such fiscal period ("Termination Date") if: (a) You have used due diligence to exhaust all funds legally available; and (b) We have received written notice from You at least thirty (30) days before the Termination Date. At Our request, You shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, You shall not be obligated for payment for any fiscal period for which funds have not been so appropriated, and You shall promptly deliver the corresponding Equipment to the Dealer (or such other party as We may designate).

⊗ _____ Customer Initials

Xerox Financial Services LLC
201 Merritt 7
Norwalk, CT 06851

State and Local Government
Master Lease Schedule - Cost Per Image

Supplier Name-Address: XBSSW 8200 IH10W STE 400 SAN ANTONIO TX 78230	Master Lease Agreement Number:
Owner: XEROX FINANCIAL SERVICES LLC – 201 Merritt 7, Norwalk, CT 06851	Schedule Agreement Number:

CUSTOMER INFORMATION

Full Legal Name: COUNTY OF WALLER		Phone: 979-826-7670
Billing Address: 775 HIGHWAY 290 E.		
City: HEMPSTEAD	State: TX	Zip Code: 77445
Contact Contact: DEBBIE WINSLOW	Contact Email: D.WINSLOW@WALLERCOUNTY.US	Customer PO# (optional):
Accounts Payable Contact Name: Same as above	Accounts Payable Contact Email: Same as above	

EQUIPMENT

Quantity	Model and Description	Quantity	Model and Description
1	XEROX EC8036		
1	XEROX C8035 (SERVICE ONLY)		

☐ See Attached Schedule A Equipment Location (if different from Billing Address):

METER AND/OR POOL INFORMATION:

Meter/Pool Name:	Allowance:	Excess Rate:	Meter/Pool Name:	Allowance:	Excess Rate:
FLAT RATE (EC8036)	1000	NA			
FLAT RATE (C8035)	3000	NA			
		NA			

Excess Image Charge Billing Frequency (Monthly if not noted): ☐ Monthly ☐ Quarterly ☒ Other 0.00

TERM	PAYMENT - (Monthly frequency unless otherwise noted)	PURCHASE OPTION - (FMV UNLESS OTHERWISE NOTED)
Initial Term: (in months) 60	Payment (plus applicable taxes): $ 240.00 Frequency: ☒ Monthly ☐ Quarterly ☐ Annually	☐ Fair Market Value ("FMV") ☒ $1.00

CUSTOMER ACCEPTANCE

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE AN AUTHORIZED SIGNER, ARE ENTERING INTO A NON-CANCELABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS ON PAGES 1 AND 2 (AND 3 IF APPLICABLE) OF THE MASTER LEASE AGREEMENT.

Authorized Signer X:	Date: X	**Federal Tax ID # (Required):** X
Print Name: X	Title: X	

OWNER ACCEPTANCE

Accepted By: Xerox Financial Services LLC	Name and Title:	Date:

TERMS & CONDITIONS

Pursuant to that State and Local Government Master Lease Agreement Number indicated above ("Agreement") between you and XFS, **the terms and conditions of which are fully incorporated into this Schedule**, you hereby agree to Lease such Equipment from XFS effective the Acceptance Date corresponding to this Schedule for the Term specified above, and you agree to pay XFS the Payments in the amounts and at the times specified above for each item of Equipment. This Schedule is attached to and constitutes a part of the Agreement and all of the terms used herein which are defined in the Agreement shall have the same meaning as so defined.

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

April 24, 2024

Travis W. Miller
Jones/Carter Inc.
2322 W Grand Parkway North, Suite 150
Bellaire, Texas 77449
832-913-4000

Re: Sunterra Section 6 – Private Roads

To Whom It May Concern,

Our office has performed a Substantial Completion Inspection on the above referenced project. and the roads appear to meet requirements as set forth in the latest version of the Waller County Subdivision and Development Regulations.

These roads are considered by Waller County to be complete and will be maintained privately.

If you have any questions, please let me know.

Sincerely,

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

Sunterra Section 6 Road Log														
Road Name	*Precinct*	*Location*	*Length*		*Right-of-Way*	*Pavement*		*Acceptance*			*Subdivision*	*Plat Recordation*		*Comments*
			Feet	Miles	Wideth	Type	Wideth	Date	Volume	Page		Date	Instrument No.	
Malibu Pines Drive	3	key map 443-C	894.5	0.169	50'	6" Conc. Pav.	28'	3/14/2022			Freeman Ranch	5/20/2021	2110193	
Cape Capri Drive	3	key map 443-C	1471.3	0.278	50'	6" Conc. Pav.	28'	3/14/2022			Freeman Ranch	5/20/2021	2110193	
Coronado Bay Blvd.	3	key map 443-C	183.3	0.035	50'	6" Conc. Pav.	28'	3/14/2022			Freeman Ranch	5/20/2021	2110193	
Riviera Shores Drive	3	key map 443-C	153.75	0.029	50'	6" Conc. Pav.	28'	3/14/2022			Freeman Ranch	5/20/2021	2110193	

WALLER COUNTY ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

April 24, 2024

Travis W. Miller
Jones/Carter Inc.
2322 W Grand Parkway North, Suite 150
Bellaire, Texas 77449
832-913-4000

Re: Sunterra Section 7– Private Roads

To Whom It May Concern,

Our office has performed a Substantial Completion Inspection on the above referenced project. and the roads appear to meet requirements as set forth in the latest version of the Waller County Subdivision and Development Regulations.

These roads are considered by Waller County to be complete and will be maintained privately.

If you have any questions, please let me know.

Sincerely,

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

Sunterra Section 7 Road Log													
Road Name	Precinct	Location	Length		Right-of-Way	Pavement		Acceptance			Subdivision	Plat Recordation		Comments
			Feet	Miles	Wideth	Type	Wideth	Date	Volume	Page		Date	Instrument No.	
Ocean Palms Drive	3	Key Map 443D	717.2	0.136	50'	6" Conc. Pav.	28'	1/18/2022			Sunterra	10/13/2021	2112031	
Coronado Bay Drive	3	Key Map 443D	173.5	0.033	100'	6" Conc. Pav.	25'	1/18/2022			Sunterra	10/13/2021	2112031	
Lake Costa Drive	3	Key Map 443D	799.0	0.151	50'	6" Conc. Pav.	28'	1/18/2022			Sunterra	10/13/2021	2112031	

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

April 24, 2024

Travis W. Miller
Jones/Carter Inc.
2322 West Grand Parkway North, Suite 150
Katy, Texas 77449
832-913-4000

Re: Sunterra Section 28 – 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,

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

Sunterra Section 28 Road Log														
Road Name	*Precinct*	*Location*	*Length*		*Right-of-Way*	*Pavement*		*Acceptance*			*Subdivision*	*Plat Recordation*		*Comments*
			Feet	Miles	Wideth	Type	Wideth	Date	Volume	Page		Date	Instrument No.	
Corova Hill Drive	3	443G	327	0.061	50'	6 inch	28'				Freeman Ranch	6/10/2022	2207647	
Shimmer Edge Drive	3	443G	1529.0	0.289	50'	6 inch	28'				Freeman Ranch	6/10/2022	2207647	
Grand Anse Drive	3	443G	1917.0	0.363	50'	6 inch	28'				Freeman Ranch	6/10/2022	2207647	
Allegretto Terrace Drive	3	443G	242	0.045	50'	6 inch	28'				Freeman Ranch	6/10/2022	2207647	
Glint Peak Court	3	443G	96	0.018	50'	6 inch	28'				Freeman Ranch	6/10/2022	2207647	

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

April 24, 2024

Travis W. Miller
Jones/Carter Inc.
2322 West Grand Parkway North, Suite 150
Katy, Texas 77449
832-913-4000

Re: Sunterra Section 30 – 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,

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

Sunterra Section 30 Road Log														
Road Name	*Precinct*	*Location*	*Length*		*Right-of-Way*	*Pavement*		*Acceptance*			*Subdivision*	*Plat Recordation*		*Comments*
			Feet	Miles	Wideth	Type	Wideth	Date	Volume	Page		Date	Instrument No.	
Sorrento Hill Drive	3	443H	1075	0.203	50'	6"conc. Pave	28'				Freeman Ranch	10/3/2022	2212973	
Seawest Lake Drive	3	443H	300.0	0.056	50'	6" conc. Pave	28'				Freeman Ranch	10/3/2022	2212973	
Myrtle Sunset Drive	3	443H	810.0	0.153	50'	6" conc. Pave	28'				Freeman Ranch	10/3/2022	2212973	
Sunmoon Lane	3	443H	940	0.178	50'	6" conc. Pave	28'				Freeman Ranch	10/3/2022	2212973	
Seaside Cove Court	3	443H	294	0.055	50'	6" conc. Pave	28'				Freeman ranch	10/3/2022	2212973	
Jasmine Point Drive	3	443H	182	0.034	50'	6" conc Pave	28"				Freeman Ranch	10/3/2022	2212973	

PROCLAMATION

Peace Officers Memorial Day and National Police Week

WHEREAS, the Congress and President of the United States have designated May 15th of each year as Peace Officers Memorial Day and the week in which it falls as National Police Week; and

WHEREAS, the members of all the law enforcement agencies of Waller County play an essential role in safe-guarding the rights and freedoms of the citizens; and

WHEREAS, every day, our Nations' dedicated law enforcement officers put themselves at risk to keep their fellow selflessly risk their lives to protect our families against crime; and

WHEREAS, as we observe Peace Officers Memorial Day and Police Week, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of these enforcement agencies, and recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, since 1776 there have been 26,618 line of duty deaths in America including the various members of the Waller County Law Enforcement Agencies and we the Waller County Commissioners Court and citizens hereby pay tribute to honor to the following Waller County fallen officers – Lewis Cooper (1878-Gunfire) John Howell Adams (1880 - Gunfire), Lewis Melvin Moore (1927 – Automobile Crash), Walter N. Brode (1934 – Gunfire), Charles Edwin Cooke (1967 – Automobile Crash), Albert Edwin Cooke (1975 - Gunfire), Russell Lynn Boyd (1983 - Gunfire), Christopher Jerome Sobieski (2004 Vehicular Assault), Loren Yalith Vasquez (2018 – Drowning), and John Edward Moon (2021 – COVID 19). and let us recognize and pay respect to the survivors of our fallen heroes. We ask God's blessings for the families and friends they left behind; and

WHEREAS, we also recognize and praise the valiant efforts of Waller County's law enforcement officers currently in service who have pledged to protect our lives from violence and disorder, and our property from theft and vandalism; and

NOW, THEREFORE BE IT PROCLAIMED THAT WE,

The County Judge and Commissioners of Waller County, Texas do hereby proclaim May 15, 2024 as Peace Officers Memorial Day and May 12th through May 18, 2024 as National Police Week. We appreciate the service of all our Waller County Police Officers who do their part to help our citizens. Thank you for your dedication to our communities.

Signed this 15th day of May, 2024

_____

Carbett "Trey" J. Duhon III, County Judge

_____

John A. Amsler, Commissioner Precinct 1

_____

Walter E. Smith, Commissioner Precinct 2

_____

Kendric D. Jones, Commissioner Precinct 3

_____

Justin Beckendorff, Commissioner Precinct 4

PROGRAM MANAGER CONSULTANT AGREEMENT FOR THE 2023 WALLER COUNTY MOBILITY BOND PROGRAM

THIS AGREEMENT is made and entered into by and between **WALLER COUNTY, TEXAS**, a public body corporate and politic of the State of Texas acting by and through the Waller County Commissioners Court (hereinafter referred to as "County"), and **LJA ENGINEERING, INC.** (hereinafter referred to as "PrgMgr").

BACKGROUND INFORMATION

County desires to retain the services of a Program Manager (PrgMgr) to perform certain Services, as defined hereinafter, for County relating to the management and administrative support services for the 2023 Waller County Mobility Bond Program. County has selected PrgMgr as the entity to be engaged as the PrgMgr for the program contemplated by County. County and PrgMgr desire to execute and enter into this Agreement for the purpose of setting forth their agreement with regard to the foregoing.

STATEMENT OF AGREEMENT

In consideration of the mutual covenants and agreement herein contained, the compensation to be paid to PrgMgr hereunder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1. DEFINITIONS

In addition to any other terms which are defined in this Agreement, each of the following terms, when used in this Agreement with an initial capital letter, shall have the following meaning:

1.1 "**PrgMgr Fee**" means the fee to be paid by County to PrgMgr pursuant to Article 8 of this Agreement.

1.2 "**Program**" means the management and administrative support services for the 2023 Waller County Mobility Bond Program.

1.3 **"Service(s)"** means the items described in Article 5 of this Agreement including but not limited to the items described in Exhibit B, "Services to be provided by the PrgMgr."

ARTICLE 2. ENGAGEMENT OF PrgMgr

2.1 Engagement of PrgMgr. County hereby engages PrgMgr to perform, and hereby grants to PrgMgr the right to perform the Services specified in this Agreement, including all attachments and exhibits, subject to and in accordance with the terms and provisions of this Agreement.

2.2 Acceptance by PrgMgr. PrgMgr hereby accepts its engagement by County and agrees to perform the Services specified in this Agreement, including all attachments and exhibits, for the benefit of and on behalf of County, subject to and in accordance with the terms and provisions of this Agreement, including all attachments and exhibits.

2.3 County Representative. County hereby designates the County Engineer and Director of Policy and Administration as its initial authorized representatives, except with regard to such matters that require approval of Waller Commissioners Court. County reserves the right to designate additional replacement representatives by written notice to PrgMgr. All requests for consent approvals required of County in connection with the Program shall be submitted to the County Engineer. The specific road(s) project from 2023 Waller County Mobility Bond Program, which specific road(s) projects may be changed by the County Commissioners Court, are listed on Exhibit A.

ARTICLE 3. NATURE OF ENGAGEMENT

3.1 Status of PrgMgr. In the performance of its duties and obligations under this Agreement, PrgMgr is, and shall at all times during the term of this Agreement be, an independent contractor, and not an employee of County. PrgMgr shall act solely as the agent of County in the performance of its duties and obligations under this Agreement. All contracts and agreements executed or entered into by PrgMgr in connection with the performance of its duties and obligations under this Agreement shall be contracts and agreements on behalf of, and for the account of, County. PrgMgr shall obtain County's prior approval of such contracts and agreements and all agreements are subject to the approval of the Commissioner's Court.

3.2 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be deemed or construed to create a partnership or joint venture between County and PrgMgr.

ARTICLE 4. TERM OF AGREEMENT

4.1 Term. This Agreement shall not become effective until executed by all parties hereto and shall be for a term of five years unless terminated or extended as herein provided.

4.2 Schedule of Services. PrgMgr shall provide its Services as described in Exhibit B.

ARTICLE 5. PROJECT MANAGEMENT SERVICES

5.1 Nature of PrgMgr's Services and Responsibilities. County acknowledges and agrees that PrgMgr's responsibilities under this Agreement consist primarily of advising and consulting with County in connection with the Services. County further acknowledges that PrgMgr is not itself preparing any design or engineering plans or specifications for the Program. County agrees that PrgMgr shall have no liability for or with respect to professional services rendered by others, plans, designs, or specifications provided by others, construction work performed by others, or materials furnished by

others in connection with PrgMgr's responsibilities under this Agreement. However, PrgMgr has certain review functions related to the Services and remains liable for such review functions. PrgMgr is not providing legal assistance to County in connection with such negotiations or otherwise. PrgMgr will use its best efforts to assist the County in identifying and mitigating any hazardous materials that may exist relative to the Program but assumes no responsibility to County in so doing. PrgMgr is responsible for, and is liable for its performance in accordance with this Agreement of, those Services listed in Exhibit B.

5.2 PrgMgr's Team. County hereby authorizes PrgMgr to enter into appropriate agreements to procure the services of additional personnel to carry out PrgMgr's obligations under this Agreement. The services of any such additional personnel are included within the PrgMgr Fee.

5.3 Key Personnel. Subject to the following provisions, PrgMgr shall select the personnel and provide the Services directly and may reassign personnel if reassignment does not materially impede the performance or schedule of Services. (a) PrgMgr represents and warrants that it shall use its best efforts to assign and maintain key personnel to the Program whose qualifications and experience were presented in its written proposal to County, and that all personnel it uses in connection with fulfilling its obligations pursuant to or arising from this Agreement (the "Program Personnel") shall be employees of PrgMgr or, if applicable, PrgMgr's subcontractor(s) and shall be qualified to perform the tasks assigned them. (b) PrgMgr shall provide the resume of any Program Personnel to County upon the written request of County. (c) PrgMgr shall notify County of its intent to use any on-site Program Personnel to perform Services under the Agreement and County may refuse the use of such Program Personnel by providing PrgMgr notice of such rejection within three (3) business days of notification. (d) The County may, upon written notice to PrgMgr, require PrgMgr to remove an individual immediately from providing Services for the following reasons: violation of the terms and conditions of this Agreement; violation of the County's work rules and regulations; criminal activity; or violation of state, federal, or municipal statutes. (e) County may, upon ten (10) days written notice to the PrgMgr, require PrgMgr to remove an individual from providing Services without cause.

5.4 PrgMgr's Services Not Exclusive**.** The Services to be rendered by PrgMgr to County are not exclusive and, during the term of this Agreement, PrgMgr and its affiliates may render services similar or identical to those required of it hereunder to other Counties and may itself engage any other activities for its own account or benefit or for others, without any accountability or liability whatsoever to County, provided that County's best interest is represented at all times. Furthermore, any conflict of interest or potential conflict of interest must be disclosed to County prior to the commencement of any Services by PrgMgr.

5.5 PrgMgr's Cooperation. In performing the Services as identified, the PrgMgr shall act diligently and in good faith and shall cooperate fully with the County in all matters relating to the Program. The PrgMgr shall act expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer on requests by the County regarding Program matters.

ARTICLE 6. COUNTY'S OBLIGATIONS

6.1 Costs and Expenses**.** Except as expressly set forth in this Agreement to the contrary, County shall bear all costs and expenses of the Program, which are approved by the County. All of the Services performed by PrgMgr under this Agreement shall be performed at the cost and expense of, and for the account of, County and shall be included in the PrgMgr Fee.

6.2 County's Funds; Development Account. County covenants and agrees (without creating any third-party beneficiary rights) to make available all funds necessary to pay all PrgMgr Fees on a current basis.

6.3 County's Cooperation. In performing its functions hereunder, County shall act diligently and in good faith and shall cooperate fully with PrgMgr in all matters relating to the Program. County shall act as expeditiously as possible on all requests by PrgMgr for approval and execution of any contract, agreement or other document pertaining to the Program. In exercising its rights of approval, County shall act reasonably and in good faith.

ARTICLE 7. BOOKS, RECORDS, REPORTS, FISCAL MATTERS.

7.1 Books. PrgMgr shall maintain for County current and complete books of account of all transactions with respect to the Program. Such books of account shall be maintained at PrgMgr's office at the Site, or at such other place as the parties shall agree upon, and County and County's accountants and auditors shall have access to such books of accounts at all reasonable times. PrgMgr shall maintain said books of account in a safe manner and separate from any books not dealing directly with the Program. Such books of account shall be kept in accordance with sound accounting practices consistently applied, and otherwise in such manner as shall be reasonably required by County.

7.2 Records. PrgMgr shall maintain, in a secure and safe manner, complete and identifiable records on all matters pertaining to PrgMgr's activities under this Agreement on behalf of County with respect to the Program.

7.3 Property of County. All such books of account and records shall be and remain the property of County, and, upon the expiration or earlier termination of this Agreement, shall be turned over to County as provided in Article 10 hereof. Such books and records shall thereafter be available to PrgMgr at all reasonable times for inspection, audit, examination, and transcription for a period of three (3) years from the Expiration Date or earlier date of termination of this Agreement, upon reasonable prior notice to County and at the expense of PrgMgr. Any equipment or supplies purchased for County and charged to County by PrgMgr, having a usable life at the expiration of this Agreement, shall be the property of the County, and shall be turned over to the County as provided in Article 10.

7.4 Reports. Not later than the tenth (10th) day of each month during the term of this Agreement, with respect to the preceding calendar month, PrgMgr shall furnish County a statement of all disbursements recommended to the County by PrgMgr in connection with the Program for the preceding calendar month, prepared in such reasonable

detail and form as shall be required by County. Such reports should be broken down to show project status and spend for each individual precinct. PrgMgr will conduct a minimum of bi-monthly status meetings with County staff and monthly status meeting with individual Commissioners or as be requested by the same.

7.5 Audit. County shall have the right, during normal business hours, to inspect, copy and audit at any time, and from time to time, all of PrgMgr's files, books, records, costs, and expenses pertaining to the Program. The County will conduct an audit on an annual basis, or more frequently at its sole discretion. If County elects to audit PrgMgr's files, books, records, costs, and expenses pertaining to the Program, and the audit discloses a discrepancy of one percent (1%) or more from the payment applications or invoices, then, in addition to repaying County all sums owing, PrgMgr shall pay the cost of the audit. Any such audit or examination may be undertaken by County or its contracted representative at reasonable times during normal business hours and in conformance with generally accepted auditing standards upon five (5) business days' notice to PrgMgr.

7.6 No Duty of PrgMgr to Provide Funds. Under no circumstances shall PrgMgr have any duty or obligation to advance any funds for the account of County, but if PrgMgr does, with prior written approval of the County, advance any of its own funds for the account of County, County shall promptly reimburse PrgMgr therefor.

ARTICLE 8. COMPENSATION

8.1 Project Management Fee. As compensation for the Services to be rendered by PrgMgr pursuant to this Agreement, including all attachments and exhibits, County shall pay to PrgMgr a Project Management Fee in an amount not to exceed an average of Three Million Dollars per year of the Agreement over a period of five years for a total amount not to exceed **$15,000,000.00**, including reimbursable expenses. If the scope of the Program or the Services required of PrgMgr hereunder decrease, materially decrease, expand, or change, the PrgMgr Fee shall be equitably changed to reflect the same, upon consent and agreement of County.

8.2 Additional Services. If the scope of the Program or the services required of PrgMgr materially expanded from the terms of this Agreement, any attachments and exhibits to this Agreement, any documents incorporated herein, and any written amendments or modifications of this Agreement, the PrgMgr Fee for such additional services shall be negotiated and subject to a written amendment to this Agreement by the PrgMgr and County.

8.3 Payment of PrgMgr Fee. County and PrgMgr shall develop, prior to any payments due to PrgMgr, a billing practice by which PrgMgr shall submit detailed invoices for payment. The Waller County Engineer shall review all invoices submitted by PrgMgr prior to payment. PrgMgr Fee shall be calculated at hourly rates not to exceed the amounts contained in Exhibit C.

8.4 Reimbursable Expenses. The Project Management Fee for PrgMgr's Services, as determined by the method described in Article 8.1 herein, includes out-of-pocket costs of PrgMgr for telephone calls (including long-distance and facsimile),

postage, cellular phone usage, photo printing, delivery services, parking, mileage at IRS rate and document printing. Travel expenses submitted for reimbursement must be incurred in accordance with County's travel policy. All expenses submitted by PrgMgr shall be subject to approval by County prior to reimbursement.

8.5 Time of Payment. Payment of fees and reimbursable expenses will be made in compliance with the Texas Prompt Payment Act, Tex. Prop. Code Ch. 28.

ARTICLE 9. DEFAULT AND REMEDIES

9.1 Default by PrgMgr. PrgMgr shall be in default under this Agreement if PrgMgr fails to perform any of its duties and obligations under this Agreement and does not cure or remedy such failure to perform within thirty (30) days after receipt of written notice from County with respect thereto; provided, however, that, if such failure to perform shall necessitate longer to cure than such thirty (30) day period, then such cure period may be extended for sixty (60) days or as is reasonably necessary to cure such failure to perform, as determined by the County, if PrgMgr commences such cure within thirty (30) days after receipt of written notice from County and thereafter proceeds diligently and in good faith to cure.

9.2 Remedies of County. Upon the occurrence of a default by PrgMgr under this Agreement, County may pursue any one or more of the following remedies, separately or concurrently or in any combination, without further notice or demand whatsoever:

9.2.1 County may terminate this Agreement by giving PrgMgr thirty (30) days advanced written notice of such termination, in which event this Agreement shall be terminated at the time designated by County in its notice of termination to PrgMgr, subject to the provisions of Article 9 of this Agreement.

9.2.2 With or without terminating this Agreement, County may bring an action against PrgMgr to recover from PrgMgr all damages, recoverable at law suffered, incurred, or sustained by County as a result of, by reason of or in connection with such default.

9.3 Default by County. County shall be in default under this Agreement if County fails to perform any of its duties and obligations under this Agreement and does not cure or remedy such failure to perform within thirty (30) days after receipt of written notice from PrgMgr with respect thereto; provided, however, that, if such failure to perform shall necessitate longer to cure than such thirty (30) day period, then such cure period shall be extended for such period of time as is reasonably necessary to cure such failure to perform if County commences such cure within thirty (30) days after receipt of written notice from PrgMgr and thereafter proceeds diligently and in good faith to cure.

9.4 Remedies of PrgMgr. Upon the occurrence of a default by County under this Agreement, PrgMgr may pursue any one or more of the following remedies, separately or concurrently or in a combination, without further notice or demand whatsoever:

9.4.1 PrgMgr may terminate this Agreement by giving County thirty (30) days advanced written notice of such termination, in which event this Agreement shall be terminated at the time designated by PrgMgr in its notice of termination to County.

9.4.2 With or without terminating this Agreement, PrgMgr may bring an action against County to recover from County all damages, recoverable at law, suffered, incurred, or sustained by PrgMgr as a result of, by reason of or in connection with such default.

9.5 Other Remedies. In the event of the occurrence of a default hereunder, the prevailing party shall, in addition to its other rights and remedies hereunder, have the right to recover from the party in default all reasonable costs and expenses incurred by the prevailing party in enforcing its rights and remedies hereunder, including reasonable attorneys' fees. The termination of this Agreement by either PrgMgr or County by reason of default by the other party shall not relieve either party of any of its duties and obligations theretofore accrued under this Agreement prior to the effective date of such termination.

ARTICLE 10. EXPIRATION, TERMINATION, SUSPENSION OR ABANDONMENT.

10.1 Terminating Events. The engagement of PrgMgr hereunder may be terminated upon the happening of any of the following events pursuant to the provisions described below:

10.1.1 Either County or PrgMgr defaults under this Agreement and the non-defaulting party elects to terminate this Agreement as provided in Article 9 hereof.

10.1.2 The giving of written notice from County in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of PrgMgr; (ii) PrgMgr shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against PrgMgr in any involuntary proceeding against PrgMgr under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against PrgMgr and shall continue for a period of ninety (90) days after commencement without dismissal.

10.1.3 The giving of written notice from PrgMgr in the event: (i) any receiver, trustee or custodian shall be appointed for all or any substantial part of the property or assets of County; (ii) County shall commence any voluntary proceeding under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights; or (iii) an "order for relief" or other judgment or decree by any court of competent jurisdiction is entered against County in any involuntary proceeding against County under present or future federal bankruptcy laws or under any other bankruptcy, insolvency or other laws respecting debtor's rights, or any such involuntary proceeding shall be commenced against County and shall continue for a period of ninety (90) days after commencement without dismissal.

10.1.4 The giving of written notice from County that the Program is being either abandoned or suspended for more than three hundred sixty-five (365) consecutive days.

10.1.5 The giving of written notice from PrgMgr if the Program is suspended by County for more than ninety (90) consecutive days.

10.1.6 County may terminate this agreement, without cause, by providing PrgMgr thirty (30) days prior written notice.

10.2 PrgMgr's Obligations. Upon the expiration or earlier termination of this Agreement, PrgMgr shall promptly:

10.2.1 Upon request by County, deliver to County or such other person as County shall designate all materials, supplies, equipment, keys, contracts and documents, all books of account maintained pursuant to Article 7.1 hereof, and all records maintained pursuant to Article7.2 hereof, pertaining to this Agreement and the Program.

10.2.2 Subject to PrgMgr's obtaining any consent of any third party required therefor, assign all existing contracts approved by County relating to the Program to County or such other person or entity as County shall designate. Any contract or agreement that PrgMgr negotiates on behalf of County that is subject to this paragraph shall contain a statement that prohibits such third party from unreasonably withholding the requisite consent.

10.2.3 Furnish all such information, take all such other action, and cooperate with County as County shall reasonably require in order to effectuate an orderly and systematic termination of PrgMgr's services, duties, obligations, and activities hereunder.

10.2.4 Within thirty (30) days after the expiration or termination of this Agreement, cause to be furnished to County a report similar in form and content to PrgMgr's monthly reports covering the period from the last previous monthly report to the date of expiration or termination of this Agreement.

10.2.5 Furnish a report of all outstanding orders for services, materials and supplies ordered by PrgMgr as a result of its obligations arising under this Agreement at the time of expiration or termination. Such report shall include the status of payment for such services, i.e., whether they have been charged to or paid by PrgMgr, and whether they have been charged to or paid by County. Such report shall be furnished no later than thirty days after the date of expiration or termination.

10.3 County's Obligations. Upon the expiration or earlier termination of this Agreement, County shall promptly:

10.3.1 Assume any contracts which may have been entered into by PrgMgr in its own name relating to the Program, provided, however, that County has specifically authorized PrgMgr to enter into such contract.

10.3.2 Pay the cost of all services, materials and supplies, if any, which may have been ordered by PrgMgr as a result of its obligations arising under this Agreement that has not been charged to or paid by PrgMgr and reimbursed under

this Agreement at the time of expiration or termination, but have since been paid for by PrgMgr and were included in the report submitted pursuant to Article10.2.5; provided, however, that County actually receives such services, materials and supplies in a satisfactory manner or condition; provided further that demand for such payment is in a reasonable and timely manner.

10.4 Suspension. If the Program is suspended by County for more than thirty (30) consecutive days, PrgMgr shall be compensated for services prior to notice of such suspension. In the event the Program is resumed, the PrgMgr Fee shall be equitably adjusted by written amendment to this Agreement to provide for PrgMgr's expenses incurred in the interruption and resumption of its services.

ARTICLE 11. INSURANCE.

11.1 PrgMgr's Insurance Requirements. Throughout the term of this Agreement, PrgMgr shall carry and maintain in force the insurance described in Subsections 11.1.1 through 11.1.4, below.

11.1.1 Commercial General Liability Insurance (including protective liability coverage on operations of independent contractors engaged in construction, blanket contractual liability coverage, products liability coverage, and explosion, collapse and underground hazards coverage) for the benefit of PrgMgr, against claims for personal injury, bodily injury and property damage, with a limit of not less than One Million Dollars ($1,000,000) in the event of personal injury or bodily injury to any number of persons or of damage to property arising out of any one occurrence, and not less than $1,000,000 in the aggregate applicable to this Program.

11.1.2 Workers' compensation insurance covering all employees of PrgMgr employed in, on or about the Program in order to provide statutory benefits as required by the laws of the State of Texas.

11.1.3 Automobile Liability: $300,000 combined single limit per accident for bodily injury and property damage. County shall be named as Additional Insured for this coverage.

11.1.4 Professional Liability: $1,000,000 aggregate covering PrgMgr in connection with the services to be provided by PrgMgr under this Agreement.

11.1.5 PrgMgr shall, upon County's request, furnish County with appropriate certificates evidencing the insurance required to be maintained by PrgMgr hereunder.

ARTICLE 12. STANDARD OF CARE: LIABILITY: INDEMNITY.

12.1 Standard of Care. In the performance of its duties and obligations under this Agreement, PrgMgr shall, subject to budgetary constraints and limitations imposed by County on the Program, perform the Services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license.

12.2 Limitations on Liability. Neither PrgMgr nor any agent or employee of PrgMgr shall have any liability to County for any reasonable mistakes or errors of judgment, for any reasonable mistakes of fact or of law, or for any act or omissions within the scope of the authority conferred upon PrgMgr by this Agreement; provided, however, that the foregoing shall not extend to losses, damages or expenses suffered or incurred by County if and to the extent the same are caused by any gross negligence or willful misconduct of PrgMgr or its agents or employees. County agrees that, to the fullest extent permitted by law, PrgMgr's total liability to County for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, PrgMgr's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the total compensation received by PrgMgr under this Agreement.

12.3 Indemnity. PrgMgr shall, and PrgMgr does hereby agree to, indemnity County against, and hold and save County harmless from, any and all claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs incurred in enforcing this indemnity and otherwise) which County may suffer or incur, or which may be asserted against County, whether meritorious or not, to the extent caused by any misconduct of PrgMgr or its agents or employees. Such indemnity shall continue notwithstanding the expiration or earlier termination of this Agreement with respect to any occurrence preceding such expiration or termination. The foregoing notwithstanding, County does not waive any immunity to which it is statutorily entitled.

12.4 Relationship to Insurance In no event shall the indemnification provisions of Sections 12.3 above, diminish, affect, impede, or impair, in any manner whatsoever, the benefits to which County may be entitled under any insurance policy with respect to the Program required by this Agreement or otherwise, or under the terms of any waiver of any subrogation contained therein.

12.5 No Third-Party Beneficiaries. None of the duties and obligations of PrgMgr under this Agreement shall in any way or in any manner be deemed to create any liability of PrgMgr to, or any rights in, any person or entity other than County.

12.6 Independent Contractors. No person who shall be engaged as an independent contractor by either County or PrgMgr, or both, shall be considered an employee, servant, agent, or other person for whom either County or PrgMgr (as the case may be) is responsible for the purposes of Indemnifications in the foregoing Sections of this Article 12.

ARTICLE 13. REPRESENTATIONS AND WARRANTIES.

13.1 Of County. County represents and warrants to PrgMgr that: (i) County is a public body corporate and politic, duly organized, validly existing and in good standing under the laws of the State of Texas, is qualified to transact business in the State of Texas, and has the full and complete right, power and authority to enter into this Agreement and perform County's duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement; and (ii) County is the true and lawful County of the Program.

13.2 Of PrgMgr. PrgMgr represents and warrants to County that: (i) PrgMgr is a corporation, duly organized, validly existing and in good standing under the laws of the State of Texas, is qualified to transact business in the State of Texas, and has the full and complete right, power and authority to enter into this Agreement and perform PrgMgr's duties and obligations under this Agreement in accordance with the terms and conditions of this Agreement; and (ii) PrgMgr has obtained or will obtain all necessary licenses and permits which are required for PrgMgr to perform PrgMgr's Services pursuant to this Agreement.

13.2.1 PrgMgr represents to County that: (1) PrgMgr possesses the skill and knowledge ordinarily possessed by well-informed members of its trade or profession and PrgMgr will use its best efforts to ensure that the Services provided under this Agreement will be performed, delivered, and conducted in accordance with the industry Standard of Care, (2) PrgMgr will use its best efforts to perform the Program in an expeditious and economical manner consistent with the interests of County, and (3) following the date of acceptance of this Agreement, the Services provided by PrgMgr to County will conform to the representations contained in this Agreement, including all attachments, schedules and exhibits. All warranties provided by PrgMgr in this Agreement shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to County.

13.2.2 PrgMgr represents that the Program shall be completed for an amount not to exceed the proposed Project Management Fee.

ARTICLE 14. GENERAL PROVISIONS.

14.1 Relationship Between Parties. The relationship of the parties shall be limited to the Program. Nothing herein shall be deemed to authorize PrgMgr to act as the general agent of County.

14.2 Notices. Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, or be sent by nationally-recognized commercial courier for next business day delivery, to the addresses set forth below or to such other addresses as are specified by written notice given in accordance herewith:

COUNTY:	Waller County Engineering Department Attention: County Engineer 425 FM 1488 Hempstead, Texas 77445
Copy to:	Waller County Attention: County Judge 425 FM 1488, Suite 106 Hempstead, Texas 77445
PROJECT MANAGER:	LJA Engineering, Inc. 1904 West Grand Parkway North, Suite 100 Katy, Texas 77449

All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the first calendar day after deposit with commercial courier.

14.3 Assignment: Binding Effect. The rights of the parties under this Agreement are personal to the parties and may not be assigned without prior written consent of the other party, which consent shall not be unreasonably withheld; This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors and permitted assigns.

14.4 Authorized representatives. Any consent, approval, authorization, or other action required or permitted to be given or taken under this Agreement by County or PrgMgr, as the case may be, shall be given or taken by one or more of the authorized representatives of each. Any party hereto may from time to time designate authorized representatives to the other party hereto. The written statements and representations of any authorized representative of County or PrgMgr shall be binding upon the party for whom such person is an authorized representative, and the other party hereto shall have no obligation or duty whatsoever to inquire into the authority of any such representative to take any action which he proposes to take.

14.5 Headings. The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

14.6 Exhibits, Attachments and Schedules. Each and every exhibit, attachment and schedule referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth verbatim every time it is referred to or otherwise mentioned.

14.7 Defined Terms. Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

14.8 Pronouns. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

14.9 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any

other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

14.10 Non-Waiver. Failure by either party to complain of any action, non-action or default of the other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by either party of any right arising from any default of the other party shall not constitute a waiver of any other right arising from a subsequent default of the same obligation or for any other default, past, present, or future.

14.11 Rights Cumulative. All rights, remedies, powers, and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

14.12 Time of Essence. Time is of the essence of this Agreement, it being acknowledged that PrgMgr shall perform the services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

14.13 Applicable Law. This Agreement shall be governed by, construed under, and interpreted and enforced in accordance with the laws of the State of Texas. Venue for any action regarding this agreement shall lie in Waller County, Texas and/or the United States District Court, Southern District of Texas, Houston Division. Notwithstanding any provision of this Agreement to the contrary, in no event shall either party be liable to the other for consequential, incidental, punitive, special, or exemplary damages, including lost revenues, profits, delays, or other economic loss arising from any cause including breach of warranty, breach of contract, tort, strict liability or any other cause whatsoever. To the extent permitted by law, any statutory remedies that are inconsistent with this provision of the Agreement are waived.

14.14 Entire Agreement. This Agreement, including Exhibits A, B &C contains the entire agreement of County and PrgMgr with respect to the engagement of PrgMgr as the PrgMgr for the Program, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of no force or effect.

14.15 Modifications. This Agreement shall not be modified or amended in any respect except by a written agreement executed by County and PrgMgr in the same manner as this Agreement is executed.

14.16 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

14.17 Certain State Law Requirements for Contracts. For purposes of section 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

14.17.1 Unless affirmatively declared by the United States government to

be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

14.17.2. If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. “Boycott Israel” has the meaning provided in section 808.001 of the Texas Government Code.

14.17.3 If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. “Boycott energy company” has the meaning provided in section 809.001 of the Texas Government Code.

14.17.4 If employing ten (10) or more full-time employees and this Agreement has a value of $100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. “Discriminate against a firearm entity or firearm trade association” has the meaning provided in section 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

BY ACCEPTANCE OF AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THE COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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IN WITNESS WHEREOF, County and PrgMgr have caused their respective duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first above written.

COUNTY:

WALLER COUNTY

Carbett J. Duhon III, County Judge

Date

PrgMgr:

LJA ENGINEERING, INC.

Jeff T. Cannon, P.E., Sr. Vice President

5/14/2024
Date

ATTEST:

Debbie Hollan, County Clerk

Approved:

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

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount not to exceed **$15,000,000.00** to accomplish and pay the obligation of Waller County in the foregoing matter.

Alan R. Younts, County Auditor

Exhibit A

Project Number	Owner	Road	From	To	Type of Improvement	Length (mi)	Description	Precinct
1	County	Morton Road	FM 2855	Pitts Road	Capacity	3	Widen from 2 to 4 lanes with median, sidewalks, and intersection improvements	4
2	County	Joseph Road	Fields Store Road	Kickapoo Road	Capacity	2.5	Widen from 2 to 3 lanes with center turn lane and intersection improvements	2
3	County	Schlipf Road	Morton Road	US 90	Capacity	2.1	New roadway (4 lanes) with median and sidewalks	4
4	County	Clay Road	FM 2855	Waller Cty Line	Capacity	3	Widen from 2 to 4 lanes with median, sidewalks, and intersection improvements	3 & 4
5	County	Bartlett Road	Franz Road	Clay Road	Capacity	1.7	New roadway (4 lanes) with median and sidewalks	4
6	County	Stockdick Road	FM 2855	Schlipf Road	Capacity	1	Widen from 2 to 4 lanes with median, sidewalks, and intersection improvements	3
7	County	Cochran Road	US 290 (Bus)	Brumlow Road	Capacity	1	Widen from 2 to 3 lanes with CTL and intersection improvements	1 & 3
11	County	Buller Road	Garrett Road	FM 1458	Safety	0.25	ReAlign intersection and provide signage and pavement markings	1
12	County	Adams Flat Road	FM 359	Wilson Road	Safety	1.72	Mill & Overlay - 2 lane road	3
13	County	Morrison Road	FM 362	Pattison Road	Safety	3	Mill & Overlay - 2 lane road	3
14	County	Cedar Creek Road	Double Culvert Road	SH 6	Safety	0.94	Mill & Overlay - 2 lane road	1
15	County	Double Culvert Road	FM1736	Cedar Creek Road	Safety	3.3	Mill & Overlay - 2 lane road	1
16	County	Robichaux Road	Garrett Road	FM 1458	Safety	2.5	Mill & Overlay - 2 lane road	1
17	County	Neuman Road	FM 362	Depot Street	Safety	3.8	Mill & Overlay - 2 lane road	4
18	County	Mayer Road	FM 1488	FM 362	Safety	2.5	Mill & Overlay - 2 lane road	2
19	County	Penick/Mathis Road	Betka Road	Hebert Road	Safety	7	Mill & Overlay - 2 lane road	2 & 3
20	County	N. Reids Prarie Road	Maverick Lane	Lake Road	Safety (Bridge)	N/A	Bridge maintenance	2
21	County	Kyle Drive	N Reids Prarie Road	Royal Oak Drive	Safety (Bridge)	N/A	Bridge maintenance	2
22	County	Riley Road	Kyle Drive	Walnut Ridge Drive	Safety (Bridge)	N/A	Bridge maintenance	2
23	County	Riley Road	Walnut Ridge Drive	Riley Road	Safety (Bridge)	N/A	Bridge maintenance	2
24	County	Bowler at Kyle Roads	N/A	N/A	Safety	Intersection	Additional signage, striping, curb radii, and lighting.	2
25	County	Wyatt Chapel Road at FM 1488	N/A	N/A	Safety	Intersection	Decel lane on FM 1488 w/additonal signage/pavement markings	1
26	County	Old Houston Hwy at Blinka Road	N/A	N/A	Safety	Intersection	Additional signage, striping, curb radii, and lighting.	2 & 3
27	County	Riley Road at Stonebridge Pkwy	N/A	N/A	Safety	Intersection	Additional signage, striping, and lighting.	2
28	County	Hegar Road at Magnolia Road	N/A	N/A	Safety	Intersection	Install overhead flashing beacon, signage, striping, and rumble strips	2
29	County	Wilson Road at FM 529/362	N/A	N/A	Safety	Intersection	Add flashing chevrons, signal cabinet relocation, traffic signal warrant, and guardrail	3
30	County	Morrison Road at FM 529/2855	N/A	N/A	Safety	Intersection	Install overhead flashing beacon, signage, striping, and widen shoulder/decel lane	3
40	County	Partnership Projects	N/A	N/A	Capacity/Safety	N/A	Improve mobility in County	1
41	County	Partnership Projects	N/A	N/A	Capacity/Safety	N/A	Improve mobility in County	2
42	County	Partnership Projects	N/A	N/A	Capacity/Safety	N/A	Improve mobility in County	3
43	County	Partnership Projects	N/A	N/A	Capacity/Safety	N/A	Improve mobility in County	4

Exhibit B

2023 Mobility Bond Program

Waller County

Services provided by Program Manager

All services provided by the Program Manager (PrgMgr) shall be under the direct supervision of the County Engineer. The PrgMgr may provide additional services not specifically listed below at the request of the County Engineer.

Project Assessment/Organization

- PrgMgr will schedule regular meetings with Court members and County Engineer to discuss projects and status. Initial meetings will be to discuss County goals for the projects and the overall program.
- PrgMgr will review the program projects, determine potential risks for each project, and develop a schedule for each project.
- PrgMgr will provide a program-wide schedule, inclusive of all individual project schedules that will include procurement and approval time. This document will be used in a second meeting with Court members and County Engineer to discuss and finalize overall program organization.

Project Scoping

The PrgMgr will prepare a preliminary project scope which will document and describe in detail the basic elements for the program. The scope will clearly define the engineering Design Consultant's services. PrgMgr will provide information including:

- Establish the Project Limits
- Typical Sections
- Design criteria
- Specific roadway or structural design issues
- Traffic considerations
- Hydraulic considerations
- Environmental permitting issues
- ROW requirements
- Utility Coordination requirements
- Provide preliminary construction cost estimate
- Provide preliminary design and construction schedule
- Provide preliminary scope for Engineering Consultant's

This scope will serve as a starting point for Design Consultant negotiations.

Engineering Design Consultant Negotiations

- The PrgMgr will provide a preliminary scope of services and schedule to the Design Consultant.
- The PrgMgr will review and provide input to County on the fee proposals for each Design Consultant.
- The PrgMgr will provide a recommendation to the Court members and County Engineer for acceptance or rejection of Design Consultant's fee proposal.
- If accepted by the County, the PrgMgr will provide to the County Engineer the proposal needed for the County Attorney to prepare an agreement.

Project Documentation

The PrgMgr will utilize software approved by the County to document the progress of the project including:

- Coordination and communication,
- Monthly progress reporting,
- Contract administration,
- Invoicing,
- And document filing. Documents should be filed according to County Guidelines.

The PrgMgr and County Engineer will work together to maintain and present a consolidated program-wide schedule which will be updated monthly. The schedule will include the original planned schedule and the updated schedule for each project.

Project Kick-Off Meeting

The PrgMgr will schedule and conduct a kick-off meeting with each Design Consultant. The purpose of this meeting will be to ensure that the Design Consultant and the PrgMgr have a thorough understanding of the project scope, issues, deliverables, schedule, and procedures that will be used for the Project.

Professional Services Procurement Services

The PrgMgr will provide the following professional services procurement services:

- Identify the professional services that will be needed for the duration of the program including environmental, surveying, and traffic engineering.
- Facilitate the preparation of a requests for qualifications for various professional services in conjunction with County legal.
- Manage selection process of professional services including issuing of documentation, if any, conducting informational meetings, and advertisments.
- In consultation with County Engineer, oversee selection of professional for each project.

Design Consultant Management

PrgMgr's responsibility for the Preliminary Engineering Report (PER):

- Each Design Consultant will use the information from the executed contract and Summary of Design Process to prepare a PER.
- The PrgMgr will prepare a PER template to be distributed to the Design Consultants
- The PER should identify constraints, utility conflicts, and ROW requirements.
- Prior to submitting the PER, the Design Consultant will present the PER information to the County and PrgMgr.
- The PrgMgr will review all submitted PERs, including the 30% submitted plans and provide review comments back to the engineering consultants within a two week period.

Plans, Specification and Estimate (PS&E)

The preparation of PS&E will begin once each PER has been approved by the County Engineer. Once the PS&E phase has begun, the PrgMgr will oversee, coordinate, and monitor the Design Consultant work relative to the contract requirements.

The PrgMgr will review the PS&E at phased milestones (typically 30, 60, 90, 95, and 100%) submittals. Each review will include all appropriate disciplines, focusing on the consistency in design, compliance with the Summary of Design Process, program design criteria, specifications, program standard bid item list, and program design standards.

- The PrgMgr will review each design submittal and provide comments within two weeks of submission.
- The PrgMgr will facilitate a comment resolution meeting, if needed to discuss and resolve comments before advancing to the next phase of PS&E.
- The PrgMgr will utilize Bluebeam for any submittal reviews requested to be performed by the County.
- If necessary, the PrgMgr will export the comment/response matrix and upload to the program document control system.
- The PrgMgr will facilitate a monthly production meeting with all Design Consultant's and individual meetings with each Design Consultant to discuss and evaluate the Design Consultant's progress against the approved schedule.
- Each Design Consultant will be expected to report on progress, identify project issues, and bring potential solutions to the meeting.
- The PrgMgr will maintain the program's schedule.
- The PrgMgr will assist the consultants to ensure that schedules are met.

At the request of the County Engineer the PrgMgr will assist the County with Community Involvement meetings. Supporting documentation and exhibits will be

prepared by the Design Consultants.

Invoice Review

As directed by the County and PrgMgr, the Design Consultant will submit invoices either directly into the program's document control system or to the PrgMgr for processing. The PrgMgr will review and approve or comment within 5 days of receipt.

Utility Coordination

The PrgMgr will prioritize the needs of multiple projects on a program basis. The PrgMgr will:

- Prepare for and participate in a program-wide presentation to the utility and pipeline companies.
- The program-wide utility coordination meeting will be scheduled and facilitated by the PrgMgr with the County Engineer presenting the information.
- Assist in identifying all major utilities within each project's project limits using available information.
- The PrgMgr will distribute this information to the applicable Design Consultant for their use.
- The Design Consultant will be responsible for verifying all utilities and discovering any additional utilities within their project limits.
- Actual conflict identification shall occur at the start of the PS&E preparation. The PrgMgr will meet with the utility companies as necessary to discuss the project schedule, utility field verification, and to address any concerns associated with the project.
- The PrgMgr will monitor, coordinate, and report on the status of the utility coordination performed by the Design Consultants.
- The PrgMgr will use an approved document control system and standard reporting spreadsheets to report progress.
- The PrgMgr will lead in expediting utility adjustments/relocations and conflict resolution before and during construction.
- The PrgMgr will work closely with the County's ROW acquisition firm to coordinate the utility schedule milestone dates to correlate with the ROW acquisition, design, letting, and construction dates.
- If the County does not have a ROW acquisition firm, the PrgMgr will provide ROW acquisition services.
- The PrgMgr will coordinate with the County to facilitate agreement preparation. All pipeline and utility adjustment agreements will be prepared by the County Attorney using Exhibits prepared by the Design Consultants and/or pipeline and utility companies. Exhibits will be submitted by the PrgMgr using the approved document control system.
- The PrgMgr will continue to monitor the coordination of utility and pipeline relocations through the construction phase.

ROW Mapping and Acquisition

The PrgMgr will assist the County Engineer with the management of the ROW acquisition phase as needed. The PrgMgr will:

- The PrgMgr will monitor, coordinate, and report on the status of the acquisition activities performed by the County's property acquisition firm, or if performed by the PrgMgr.
- The PrgMgr will coordinate with the County to facilitate agreement preparation. This includes: Temporary Construction Easements (TCEs), Right of Entries (ROE), etc.
- The PrgMgr will coordinate with the Design Consultant to provide survey files (the format will be as outlined by the County Engineer) for inclusion in the County GIS appropriate layer.
- The PrgMgr will use an approved document control system for submission of survey and acquisition documents (PDFs, CAD files, and Google Earth files).

Environmental Coordination

The PrgMgr will coordinate with the Environmental Consultants regarding any environmental activities on each project within the program.

Bid and Construction Phase Services

The PrgMgr will provide the following bid and construction phase services:

- Facilitate the delivery of bid documents by the Design Consultant to the County Purchasing Department.
- Bid items are to be coordinated with the County standard bid item list.
- Attend the Pre-Bid Meeting.
- Facilitate the preparation of Addenda by the Design Consultant for distribution by the County Purchasing Department.
- Prepare the bid tabulation for each project.
- Conduct a Pre-construction Meeting to be facilitated by the PrgMgr Construction Manager.

List of Deliverables

The following deliverables will be prepared by the PrgMgr and submitted to the County as part of the program:

- Preliminary scope of services for each project.
- Program-wide CPM schedule updated each month.
- Project Status Report updated each month.
- Preliminary Engineering Report template.
- Facilitate the delivery of a complete Project including Design, ROW, Environmental Permits, Utilities Cleared, and approval of other agencies (TxDOT, City, MUD, LID, Etc.)
- And all other tasks as assigned.

Exhibit C
Page 1

LJA Engineering, Inc.					
SPECIFIED RATE TABLE					
DIRECT LABOR					
LABOR/STAFF CLASSIFICATION	**HOURLY CONTRACT RATE YEARS 1**	**HOURLY CONTRACT RATE YEARS 2**	**HOURLY CONTRACT RATE YEARS 3**	**HOURLY CONTRACT RATE YEARS 4**	**HOURLY CONTRACT RATE YEARS 5**
Project Manager	$350.42	$357.42	$364.57	$371.86	$379.30
Deputy Project Manager	$328.52	$335.09	$341.79	$348.62	$355.60
Technical Advisor - Senior	$453.66	$462.74	$471.99	$481.43	$491.06
Quality Manager	$250.30	$255.30	$260.41	$265.62	$270.93
Engineer (Senior)	$297.23	$303.17	$309.24	$315.42	$321.73
Engineer (Project) - Senior	$250.30	$255.30	$260.41	$265.62	$270.93
Engineer (Project)	$234.65	$239.35	$244.13	$249.02	$254.00
Engineer (Design)	$203.37	$207.43	$211.58	$215.81	$220.13
Engineer-In-Training II	$140.79	$143.61	$146.48	$149.41	$152.40
Engineer-In-Training I	$109.51	$111.70	$113.93	$116.21	$118.53
Engineer Technician - Senior	$140.79	$143.61	$146.48	$149.41	$152.40
Engineer Technician	$80.56	$82.18	$83.82	$85.50	$87.21
Engineer Technician - Junior	$68.83	$70.21	$71.61	$73.04	$74.51
CADD Operator - Senior	$125.15	$127.65	$130.20	$132.81	$135.47
CADD Operator	$80.56	$82.18	$83.82	$85.50	$87.21
CADD Operator - Junior	$68.83	$70.21	$71.61	$73.04	$74.51
Technical Coordinator II	$203.37	$207.43	$211.58	$215.81	$220.13
Technical Coordinator II	$172.08	$175.52	$179.03	$182.61	$186.26
Environmental Specialist - Senior	$237.78	$242.54	$247.39	$252.34	$257.38
Inspector (Structural) - Senior	$175.21	$178.71	$182.29	$185.93	$189.65
Construction Superintendent	$190.85	$194.67	$198.56	$202.53	$206.58
Construction Inspector IV	$156.44	$159.56	$162.76	$166.01	$169.33
Construction Inspector III	$140.79	$143.61	$146.48	$149.41	$152.40
Construction Inspector II	$118.89	$121.27	$123.69	$126.17	$128.69
Construction Inspector I	$100.12	$102.12	$104.16	$106.25	$108.37
Records Keeper - Senior	$150.18	$153.18	$156.25	$159.37	$162.56
Records Keeper	$115.76	$118.08	$120.44	$122.85	$125.31
Environmental Inspector	$143.92	$146.80	$149.74	$152.73	$155.78
Project Control Specialist - Senior	$172.08	$175.52	$179.03	$182.61	$186.26
Project Control Specialist	$125.15	$127.65	$130.20	$132.81	$135.47
Utilities Coordinator - Senior	$250.30	$255.30	$260.41	$265.62	$270.93
Utilities Coordinator	$172.08	$175.52	$179.03	$182.61	$186.26
ROW Project Manager	$269.07	$274.45	$279.94	$285.54	$291.25
Assistant Project Manager	$181.47	$185.10	$188.80	$192.57	$196.42
ROW Senior Agent	$162.69	$165.95	$169.27	$172.65	$176.10
ROWAgent	$131.41	$134.03	$136.72	$139.45	$142.24
Senior ROW Technician	$118.89	$121.27	$123.69	$126.17	$128.69
ROW Technician	$84.48	$86.16	$87.89	$89.65	$91.44
Archaeological technician	$62.57	$63.83	$65.10	$66.40	$67.73
Ecologist	$65.70	$67.02	$68.36	$69.72	$71.12
Environmental Editor	$93.02	$94.88	$96.77	$98.71	$100.68
Environmental Specialist	$67.89	$69.25	$70.64	$72.05	$73.49
Environmental Field Leader	$99.74	$101.74	$103.77	$105.85	$107.97
Environmental Field Technician	$77.72	$79.27	$80.86	$82.47	$84.12
Geologist	$77.22	$78.76	$80.34	$81.94	$83.58
Environmental Principal Investigator	$111.16	$113.39	$115.65	$117.97	$120.33
Project Coordinator I	$82.75	$84.41	$86.10	$87.82	$89.58
Project Coordinator II	$104.50	$106.59	$108.72	$110.90	$113.11
Project Coordinator III	$139.70	$142.49	$145.34	$148.25	$151.21
Environmental Project Director	$229.05	$233.63	$238.31	$243.07	$247.93
Environmental Project Leader	$109.22	$111.41	$113.64	$115.91	$118.23
Public Relations Coordinator	$96.87	$98.80	$100.78	$102.79	$104.85
Sr. Ecologist	$81.38	$83.01	$84.67	$86.36	$88.09
Sr. Environmental Manager	$163.88	$167.16	$170.50	$173.91	$177.39
Project Control Specialist	$125.15	$127.65	$130.20	$132.81	$135.47
Records Keeper - Senior	$140.79	$143.61	$146.48	$149.41	$152.40
Records Keeper	$109.51	$111.70	$113.93	$116.21	$118.53
Scheduler - Senior	$281.58	$287.22	$292.96	$298.82	$304.80
Scheduler IV	$215.88	$220.20	$224.60	$229.10	$233.68
Scheduler III	$156.44	$159.56	$162.76	$166.01	$169.33
Scheduler I/II	$125.15	$127.65	$130.20	$132.81	$135.47
GIS Director	$209.62	$213.82	$218.09	$222.45	$226.90
GIS Manager	$140.79	$143.61	$146.48	$149.41	$152.40
GIS Database Administrator	$168.95	$172.33	$175.78	$179.29	$182.88
GIS Analyst	$90.73	$92.55	$94.40	$96.29	$98.21
Administrative/Clerical	$109.51	$111.70	$113.93	$116.21	$118.53
***2.00% escalation is effective on the first day of the month following the beginning of EACH year from the date of contract execution.**					
Contract rates include labor, overhead, and profit.					
All rates are negotiated rates and are not subject to change or adjustment.					
Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours must be maintained and is subject to audit.					
Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.					

Exhibit C
Page 2

OTHER DIRECT EXPENSES			
SERVICES TO BE PROVIDED	**UNIT**	**FIXED COST**	**MAXIMUM COST**
Travel			
Mileage	mile	Current State Rate	
Lodging/Hotel - Taxes and Fees	day/person		$45.00
Lodging/Hotel (Taxes/fees not included)	day/person		Current State Rate
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	$80.00	
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person		$530.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person		$950.00
Parking	day		$30.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day		$100.00
Rental Car Fuel	gallon		$5.00
Taxi/Cab fare (Includes Rideshare)	each/person		$40.00
Toll Charges	day		$50.00
Administrative			
USB Flashdrive (up to 32 GB)	each	$10.00	
Standard Postage	letter	Current Postal Rate	
Photocopies B/W (11" X 17")	each	$0.25	
Photocopies B/W (8 1/2" X 11")	each	$0.15	
Photocopies Color (11" X 17")	each	$1.25	
Photocopies Color (8 1/2" X 11")	each	$1.00	
Certified Letter Return Receipt	each		Current Postal Rate
Overnight Mail - letter size	each		Current Postal Rate
Overnight Mail - oversized box	each		$100.00
Courier Services	each		$45.00

For Cost Plus Fixed Fee, Specified Rate, and Unit Cost - Fixed cost items to be billed at the fixed cost rate. Documentation, such as a usage log, must be maintained for audit purposes, and may be required to be submitted as a basis for reimbursement. For items with a maximum cost, actual cost to be billed not to exceed the maximum shown. Expenses shown at a Current State Rate are billed at the rates that are in effect at the time that the expense is incurred. Itemized receipts must be maintained for audit purposes, and may be required to be submitted as a basis for reimbursement.

For Lump Sum - Documentation is not required. Invoicing is paid according to the Table of Deliverables, and it includes labor, unit costs and other direct expenses.

SUBDIVISION DEVELOPMENT AGREEMENTBETWEEN WALLER COUNTY, TEXAS AND TERRA PRIMA LTD. FOR RIVERWOOD 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 inWaller County, Texas, which is more particularly described in Exhibit A and which will be developed into the Riverwood 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 ofresidents 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 avariety 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 thewritten 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 thatparty'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 writtenwaiver 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 partymay cure the default. Absent force majeure or a written extension of the cureperiod 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 additionto 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 orovercome its inability to perform and resume its obligations as soon as practicable.

9. **SEVERABILITY.** If any court of competent jurisdiction determines that anyprovision 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, andthe 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 theSouthern 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 anyperson 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 Riverwood 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 _____ 2024, 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_____, 2024, 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

FIELD NOTES FOR A 177.919 ACRE TRACT

Being a tract of land containing 177.919 acres (7,750,161 square feet) located in the H. & T.C. R.R. Co. Survey, Section 47, Abstract Number (No.) 198 and the W. W. Snyder Survey, Abstract No. 338, Waller County, Texas; said 177.919 acre tract being all of a called 177.9392 acre tract (First Tract) recorded in the name of Arnold L. England Irrevocable Trust U/T/A in Waller County Clerk's File (W.C.C.F.) No. 201900184, said 177.919 acre tract being more particularly described by metes and bounds as follows (all bearings are based on the Texas Coordinate System of 1983 (NAD83), South Central Zone, as per GPS observations):

BEGINNING at a 3/4-inch iron pipe found at the intersection of the westerly Right-of-Way (R.O.W.) line of Farm to Market (F.M.) 362 (100-feet wide per occupation and TxDOT map, CSJ: 0523-02-049, Sheets 54-63) and the southerly R.O.W. line of Morton Road (40-feet wide per occupation, no record document found), being at the beginning of a curve to the right and marking the northeast corner of a said 177.9392 acre tract and the herein described tract;

Thence, with the line common to the westerly R.O.W. line of said F.M. 362 and said 177.9392 acre tract, the following two (2) courses:

1. 265.45 feet along the arc of said curve to the right, having a radius of 1,859.86 feet, a central angle of 08 degrees 10 minutes 39 seconds, and a chord that bears South 06 degrees 01 minutes 58 seconds East, a distance of 265.22 feet to a 5/8-inch iron rod with a cap stamped "Miller Survey Group" (MSG) set at an easterly angle point of said 177.9392 acre tract and the herein described tract, from which a 3/4-inch iron pipe found bears North 02 degrees 50 minutes East, a distance of 1.7 feet;

2. South 01 degrees 56 minutes 39 seconds East, a distance of 2,067.07 feet passing a TxDOT disk found, continuing for a total distance of 3,552.81 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at the intersection of the westerly R.O.W. line of said F.M. 362 and the northerly R.O.W. line of Royal Road (100-feet wide per occupation, no record document found), marking the southeast corner of said 177.9392 acre tract and the herein described tract, from which a 3/4-inch iron pipe found bears North 87 degrees 43 minutes East, a distance of 0.5 feet;

Thence, with the line common to the northerly R.O.W. line of said Royal Road and said 177.9392 acre tract, the following three (3) courses:

1. South 88 degrees 03 minutes 06 seconds West, a distance of 113.14 feet to a 1/2-inch iron pipe found at the beginning of a curve to the right;

2. 218.88 feet along the arc of said curve to the right, having a radius of 426.47 feet, a central angle of 29 degrees 24 minutes 21 seconds, and a chord that bears North 77 degrees 15 minutes 37 seconds West, a distance of 216.48 feet to a 1/2-inch iron pipe found at an southerly angle point of said 177.9392 acre tract and the herein described tract;

3. North 62 degrees 34 minutes 40 seconds West, a distance of 3,129.46 feet to a 1-1/4-inch iron pipe found at the intersection of the northerly R.O.W. line of said Royal Road and the easterly R.O.W. line of Durkin Road (80-feet wide per occupation, no record document found), marking the southwest corner of said 177.9392 acre tract and the herein described tract;

Thence, with the line common to the easterly R.O.W. line of said Durkin Road and said 177.9392 acre tract, the following two (2) courses:

1. North 31 degrees 42 minutes 22 seconds East, a distance of 1,600.61 feet to a 5/8-inch iron rod with a cap stamped "MSG" set at a westerly angle point of said 177.9392 acre tract and the herein described tract;

2. North 29 degrees 49 minutes 27 seconds East, a distance of 1,036.60 feet to a 3/4-inch iron pipe found at the intersection of the easterly R.O.W. line of said Durkin Road and the southerly R.O.W. line of said Morton Road, marking the northwest corner of said 177.9392 acre tract and the herein described tract;

Thence, with the line common to the southerly R.O.W. line of said Morton Road and said 177.9392 acre tract, North 87 degrees 32 minutes 59 seconds East, a distance of 1,598.35 feet to the **POINT OF BEGINNING** and containing 177.919 acres (7,750,161 square feet) of land.

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

Riverwood Farms is a primarily residential community consisting of approximately 178 acres located along the east side of FM 359, generally north of Garvie Road, westof 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. Riverwood 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 maintainall common areas, landscape reserves, and community amenities not otherwise dedicatedto 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 Riverwood 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 Riverwood 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 communityassociation of Riverwood 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 Riverwood 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

Riverwood 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 Riverwood Farms PD shall be developed in accordance with the following regulations:

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

d. Royal Road
   1. At such time as any portion of the property adjacent to Royal Road is platted, the plat shall dedicate a strip of land 10' wide adjacent to Royal Road as additional right of way for Royal Road.
   2. Developer owns another tract of land to the north of Royal Road. Developer and the County anticipate entering into a separate development agreement for that land which will (i) provide that when the land north of and adjacent to Royal Road is platted Developer will dedicate 10' strip of land adjacent to Royal Road as additional Royal Road right of way, and (ii) address any improvements to be made to Royal Road.

2. Points of Access

Riverwood 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 withthe 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.

4. 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

GENERAL LAND PLAN

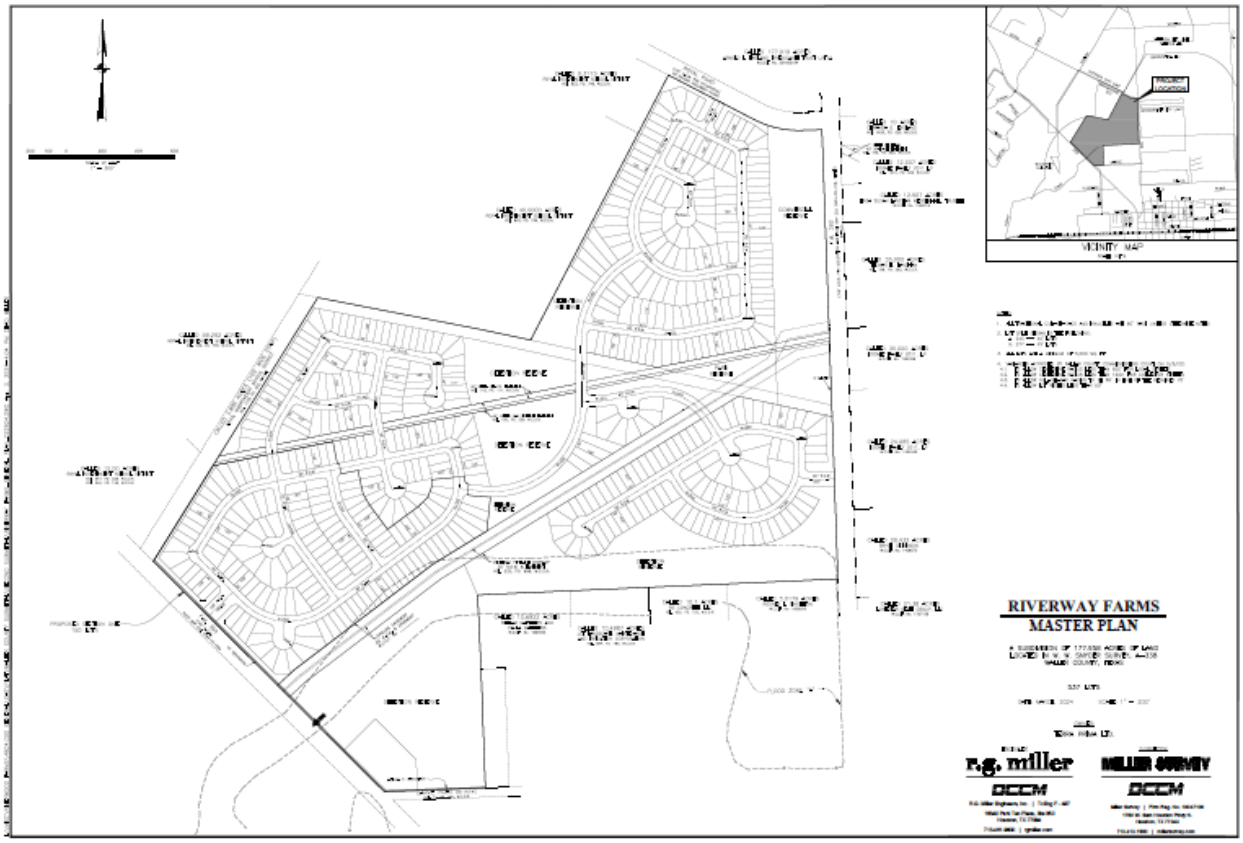
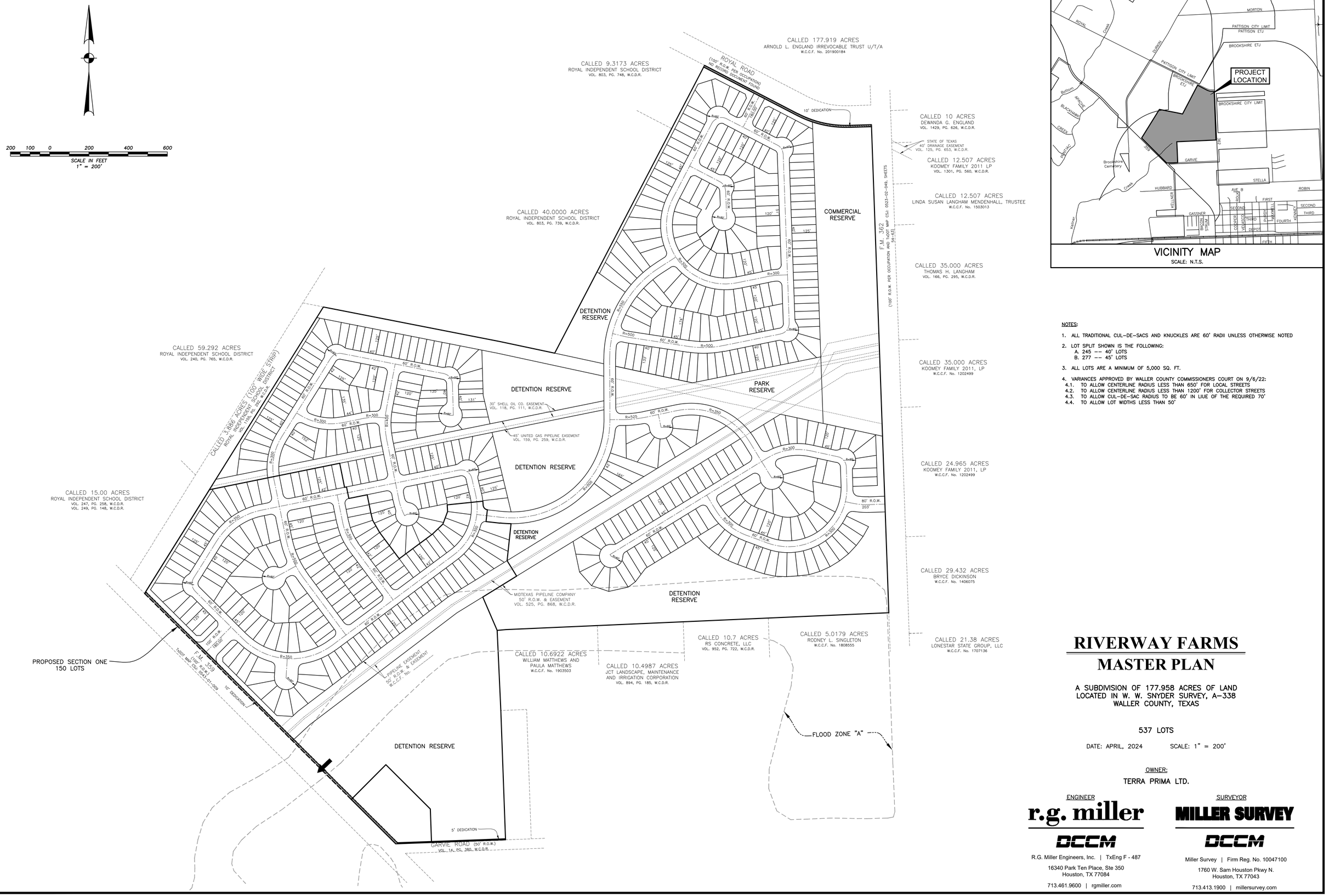


Exhibit D

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.



VICINITY MAP
SCALE: N.T.S.

NOTES:

1. ALL TRADITIONAL CUL-DE-SACS AND KNUCKLES ARE 60' RADII UNLESS OTHERWISE NOTED
2. LOT SPLIT SHOWN IS THE FOLLOWING:
   A. 245 -- 40' LOTS
   B. 277 -- 45' LOTS
3. ALL LOTS ARE A MINIMUM OF 5,000 SQ. FT.
4. 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 LIUE 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: APRIL, 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 77084
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

L:\MISC\RIVERWAY FARMS\4804.000 GENERAL\CAD\PLAT\WALLER COUNTY SUBMITTAL\SECOND SUBMITTAL\RIVERWAY FARMS_GENERAL PLAN_022924.DWG May 3, 2024-11:43 AM CHAD MILLER

Prepared by: Cody Delaney
05/02/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515 | Quote ID: WALLERF750

Pricing Summary - Single Vehicle

Vehicle Pricing

	MSRP
Base Vehicle Price	$80,895.00
Options	$6,085.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge (12)	$0.00
Destination Charge	$2,495.00
Subtotal	$89,475.00

Pre-Tax Adjustments

Code	Description	MSRP
01	DISCOUNT AND CONCESSION	-$6,000.00
BB	BUYBOARD FEE	$400.00
AOP	30 DAY PAYMENT TERMS	$0.00
Total		$83,875.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: Cody Delaney
05/02/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515 | Quote ID: WALLERF750

As Configured Vehicle

Code	Description	MSRP
F7D	Base Vehicle Price (F7D)	$80,895.00
99C	6.7L Power Stroke V8 Turbo Diesel - 270 HP @ 2400 RPM Includes Engine Exhaust Brake and manual regen capability. Torque: 700 ft.lbs. @ 1500 rpm. *Governed RPM: 3200. Includes CARB clean idle label - may be removed if un-necessary.*	STD
425	50-State Emissions	N/C
44D	Ford TorqShift HD 10-Speed Automatic - with PTO Provision *Includes tow/haul.*	STD
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole *(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.*	STD
T2B	Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole *(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.*	STD
R2B	Tires, Rear Four 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD
67A	Air Brakes (4 WHEEL DRUM) - Straight Truck w/Traction Control *Meritor Q-Plus with ABS, Bendix Anti-Lock Brake System, 4-channel. Includes 15" x 4" front brakes, dual direct reading air pressure gauges, brake lines color coded nylon, Bendix 13.2 CFM capacity air compressor, instrument panel mounted yellow knob parking brake control valve, automatic slack adjusters front and rear, two rear spring parking air brake chambers mounted on front of rear axle, three drain valves and two air tanks (Reference Body Builders Book for location). Rear brake size and components dependent upon axle selection. Uses existing ABS system to minimize wheel slipping during acceleration. Usage determined by the air brake package selected. (Not recommended with Hi-Rail Train Systems). Deletes hand operated park brake lever.* *Includes:* *- Air Dryer, Bendix AD/IS w/Heater* *Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).*	$2,530.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: Cody Delaney
05/02/2024

2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515 | Quote ID: WALLERF750

As Configured Vehicle (cont'd)

Code	Description	MSRP
98B	Final Upfit Center of Gravity - Low CG (38" to 48" FINAL Center of Gravity) *With MY23 having Electronic Stability Control Standard. When air brakes are selected, the "final upfit center of gravity (CG)" must be selected by dealer when ordering. If the final CG is not known, use the ESC delete (18A) feature. Where the final upfit CG is known, and the unit requires ESC for other features (such as Driver Assist Technology) select the appropriate CG value range when ordering air brake during the specing process. Call TRKLINE (877-875-5463) with any questions.*	N/C
62D	Air Dryer, Bendix AD/IS w/Heater *Mounted left frame rail (for Hydraulic brake diesel applications that include air suspension or stand alone engine air compressor).*	Included
43P	12,000 lb. Cap. Non-Driving - Dana E-1202I - I-Beam Type	$525.00
61D	Taper-Leaf Springs, Parabolic - 12,000 lb. Cap *2-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.*	$305.00
475	21,000 lb. Single Reduction - Open - Dana / Spicer 21060S *NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.*	STD
68P	Multi-Leaf Springs - 21,000 lb. Cap *11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.*	STD
X6B	6.17 Axle Ratio	N/C
194WB	194" Wheelbase/120" CA/75" AF/308" OAL	$325.00
536	Single Channel - Straight 'C' 14.18 SM, 120,000 PSI *1,701,600 RBM. Heat treated alloy steel; 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm).*	$365.00
91G	Under Cab, Right Side Outlet, Switchback-Style *Single, horizontal muffler, right side, under cab, outside of frame rail with rear discharge.*	STD
65B	Fuel Tank - LH 50 Gallon Rectangular - Aluminum	STD
STDALT	Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: Cody Delaney
05/02/2024

2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515 | Quote ID: WALLERF750

As Configured Vehicle (cont'd)

Code	Description	MSRP
STDBAT	Battery - Two 750 CCA, 1500 Total, Includes Steel Battery Box *12Volt, Motorcraft.*	STD
164	Roof Marker/Clearance Lights - Clear Lenses, 5 Lights (Replaces Standard Amber Lenses)	$30.00
59E	Body Builder Wiring - At End of Frame, Separate - (ILO Standard - Back of Cab Combined) *Includes sealed connectors for 2 ground circuits, with separate left/stop, separate right/stop, back up lamps. Also includes 2 additional pass through wires to cab.*	$135.00
86M	Upfitter Interface Module	$320.00
16V	Voltmeter *Available in message center.*	$100.00
88A	30/0/30 Fixed Driver & Fixed Passenger w/Consolette - Vinyl	STD
600A	Preferred Equipment Package 600A *Includes:* *- Bumper, Front - Black, Full Width* *- Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals* *- Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals* *- Manual Regen Initiation - Driver Interface in Message Center* *- Engine Exhaust Brake* *- Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5* *- Painted Grille - Plastic* *- Tow Hooks, Front (2) - Frame-Mounted, Painted Black* *- Four Body Builder Switches - Mounted in Center Instrument Panel* *With connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.* *- Floor Covering - Black Vinyl* *- Intelligent Oil Life Monitor* *- Steering Column - Tilt / Telescoping* *- Steering Wheel - Black PVC w/Integral Cruise Control Switches, includes Audio Controls*	N/C
61M	Rear View Camera w/Mirror Display *Rear view mirror video with full length display included in kit. To be installed by Upfitter.*	$510.00
90P	Power Equipment Group - (Included in (90A) Appearance Group) *Includes power front side windows, power door locks, door trim panel and passive anti-theft system.* *Includes:* *- SecuriLock Passive Anti-Theft System*	$550.00

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Prepared by: Cody Delaney
05/02/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515 | Quote ID: WALLERF750

As Configured Vehicle (cont'd)

Code	Description	MSRP
	The SecuriLock Passive Anti-Theft System is designed to help prevent the engine from being started unless a coded key, programmed to the vehicle, is used. It helps protect against drive-away theft through an electronically coded ignition key, its electronically coded ignition key features billions of possible codes to start the vehicle and is not compatible with non-OEM aftermarket remote start systems. *- Remote Keyless Entry w/2 Key Fobs*	
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth	STD
85A	SecuriLock Passive Anti-Theft System *The SecuriLock Passive Anti-Theft System is designed to help prevent the engine from being started unless a coded key, programmed to the vehicle, is used. It helps protect against drive-away theft through an electronically coded ignition key, its electronically coded ignition key features billions of possible codes to start the vehicle and is not compatible with non-OEM aftermarket remote start systems.*	Included
54P	Mirrors, Dual - Heated & Motorized Rectangular, XL2020 - 96" Width *Integral spot mirror, sail type, solid black finish.*	$185.00
21A	Pre-Delivery Inspection Selection requires that you also choose either (314) or (31F) or (31V) to have the Inspection performed. Required with any final Ship-To that is not a dealer.	N/C
314	Ship-Thru - Manning MAY be selected w/o adding (21A). For MODIFICATIONS ONLY, Dealer must make arrangements directly with Manning (please use CVT Resources for add. Info).	$0.00
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD
79V	COV Required Send a paper Certificate of Origin for a Vehicle (COV) for those states that file electronically - CA or MI.	N/C
YZ_01	Oxford White	N/C
E_01	Gray	N/C
87S	Fleet Safety Kit *Includes 5 lb fire extinguisher class A, B and C with mounting brackets, triangle reflector and vehicle fuse kit (shipped loose not installed at plant).*	$205.00

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Prepared by: Cody Delaney
05/02/2024

2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515 | Quote ID: WALLERF750

As Configured Vehicle (cont'd)

Code	Description	MSRP
SUBTOTAL		$86,980.00
Fuel Charge (12)		$0.00
Destination Charge		$2,495.00
TOTAL		$89,475.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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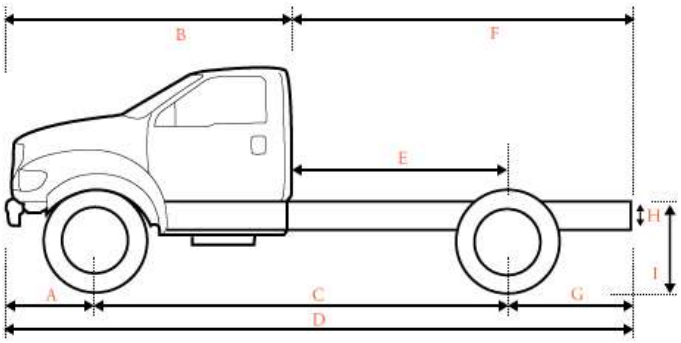
Prepared by: Cody Delaney
05/02/2024

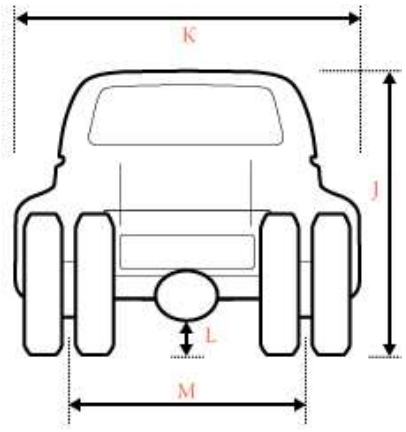
2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515 | Quote ID: WALLERF750

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.





Dimensions

A	Front of Bumper to Front Axle	39.00 in.
B	Front Bumper to Back of Cab (BBC)	113.00 in.
C	Wheelbase (WB)	194.00 in.
D	Overall Length (OAL)	308.00 in.
E	Back of Cab to Rear Axle (CA)	120.00 in.
F	Back of Cab to End of Frame	195.00 in.
G	Rear Axle to End of Frame (AF)	75.00 in.
H	Frame Section Height	10.10 in.
I	Rear Frame Height Unloaded	38.00 in.
I	Rear Frame Height Loaded	36.50 in.
J	Cab Height	95.20 in.
K	Body Width	96.70 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	N/A
M	Front Tread	83.50 in.
M	Rear Tread	72.70 in.

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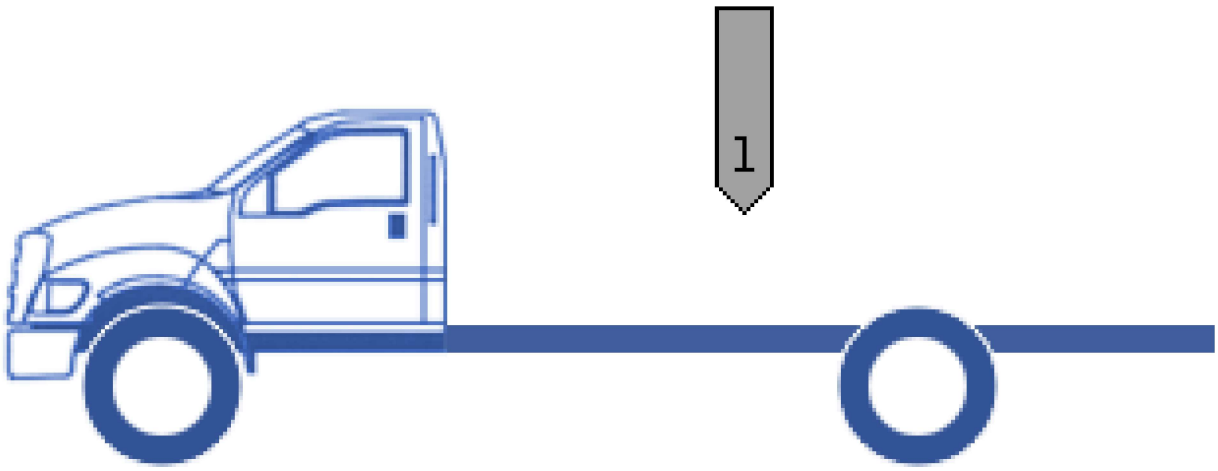
Prepared by: Cody Delaney
05/02/2024

Chastang Ford | 6200 N. Loop East Houston Texas | 770261936

2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515 | Quote ID: WALLERF750

Vehicle Dimension and Performance Summary (cont'd)



Weight

Licensing

GVWR exceeds 26,000 lbs and requires a Commercial Driver's License (CDL). Contact your local state commercial driver licensing office for specifics on what your state requires.

GVW	Front Axle	Rear Axle	Totals
Chassis	6,675 lbs	3,909 lbs	10,584 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	200 lbs	100 lbs	300 lbs
1 Max Payload - (Max Payload)	5,125 lbs	16,991 lbs	22,116 lbs
TOTAL	**12,000 lbs**	**21,000 lbs**	**33,000 lbs**

Ratings	Front Axle	Rear Axle	GVWR
GAWR	**12,000 lbs**	**21,000 lbs**	**33,000 lbs**
Wheels/Tires	12,350 lbs	23,360 lbs	
Suspension	12,000 lbs	21,000 lbs	
Axle	12,000 lbs	21,000 lbs	
Legal Axle Limit	0 lbs	0 lbs	

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Prepared by: Cody Delaney
05/02/2024

2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515 | Quote ID: WALLERF750

Vehicle Dimension and Performance Summary (cont'd)

Start, Grade and Speed

Shift Indicator

Vehicle equipped **without** *Park Pawl. Shift indicator will display* **RNDM.**

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.62	15.00 %	27.63 %
Start grade capability in reverse	4.70	15.00 %	28.11 %

Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	5.17 %
Maximum grade in 9th gear	0.69	3.00 %	4.18 %
Maximum grade in 10th gear	0.63	3.00 %	3.84 %

Speed	Desired	Calculated
Top Speed (level grade)	75 mph	99 mph
To meet your requirement you need a maximum axle ratio of 8.15		
Top Speed on 3% grade	55 mph	
To meet your requirement you need a maximum of 198 hp		
Cruise Speed	60 mph	71 mph
Engine RPM at desired cruise speed		1,938 rpm

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Prepared by: Cody Delaney
05/02/2024

2025 F-750 Diesel Regular Cab Base (F7D)

Price Level: 515 | Quote ID: WALLERF750

Vehicle Dimension and Performance Summary (cont'd)

Variables in Use

Start

Rear axle ratio:	6.17	Clutch engagement torque:	350 ft.lbs.
Tire size:	11R22.5 (497 rev/mile)	Torque conversion ratio:	1.97
Gross Vehicle Weight (GVW):	33,000 lbs		

Grade

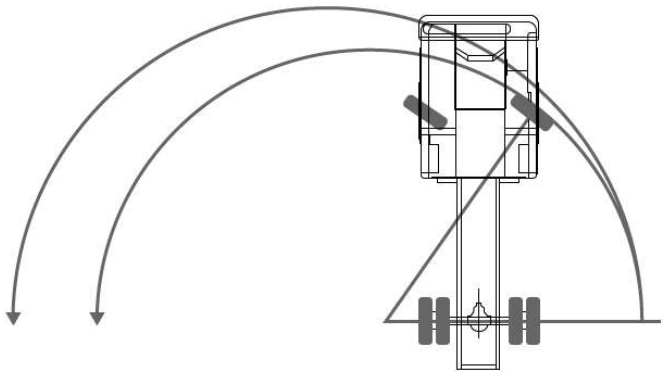
Rear axle ratio:	6.17	Gross Vehicle Weight (GVW):	33,000 lbs
Tire size:	11R22.5 (497 rev/mile)	Peak engine torque:	700 ft.lbs.

Speed

Engine Power:	270 hp @ 2,400 rpm	Worst road surface	Typical Highway
Governed RPM:	3,200 rpm	Final Drive Ratio:	0.63
Frontal Area:	57.89 Sq.Ft.	Drag Coefficient	0.80
Cruising RPM	2,300 rpm		

Turning Radius

Turning radius to curb:	26.31 ft
Turning radius to bumper:	27.89 ft



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Cimline, Inc.

Innovation in Preservation

2601 Niagara Lane
Minneapolis, MN 55447
Phone (800) 328-3874 Fax (866) 557-1971

Sourcewell Quota

DATE: 5/2/2024
QUOTE # 50224
Salesman: GARY MCGEE

QUOTE TO:

Name: **GW NOEL**
AGENCY: WALLER COUNTY
MEMBER #: #187445
ADDRESS:
CITY:
STATE/ ZIP:
PHONE:

Sourcewell Awarded Contract
Contract #080521-CME

ITEM	DESCRIPTION	PART NO.	QTY	LIST PRICE	DISC. 1	DISC. 2	EXT. PRICE
1	P3 Skid Mount Patcher with T4 Final Diesel Engine	301531	1	$ 135,600.00	10%		$ 122,040.00
2	Factory Mounting on New Truck P3 Spray Patcher	155668	1	$ 3,550.00	10%		$ 3,195.00

Cimline Sourcewell Contract #080521-CME

DELIVERY depends on when customer gets chassis to us
30-60 days
freight includes delivery and training

SUBTOTAL	$ 125,235.00
Surcharge %	
Surcharge amount	$ -
TAX RATE	
SALES TAX	-
FREIGHT	5,800.00
TOTAL	$ 131,035.00

This Quotation Is Valid for 30 Days from Issue

Manager Signature: GARY MCGEE

THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH A QUOTE.

Cimline, Inc.

Innovation in Preservation

2601 Niagara Lane

Minneapolis, MN 55447

Phone (800) 328-3874 Fax (866) 557-1971

Sourcewell Quota

DATE:
QUOTE #
Salesman:

QUOTE TO:

NAME:
AGENCY:
MEMBER #:
ADDRESS:
CITY:
STATE/ ZIP:
PHONE:

DURAPATCHER TECHNOLOGY

Sourcewell Awarded Contract

Contract # 080521-CME

ITEM	DESCRIPTION	PART NO.	QTY	LIST PRICE	DISC. 1	DISC. 2	EXT. PRICE

SUBTOTAL	$ -
Surcharge %	
Surcharge amount	$ -
TAX RATE	
SALES TAX	-
FREIGHT	
TOTAL	$ -

Cimline Sourcewell Contract #080521-CME

This Quotation Is Valid For 30 Days From Issue.

Manager Signature

THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOU WITH A QUOTE.

Waller County Road and Bridge

Maintenance • Engineering • GIS

775 Business 290 East
Hempstead, Texas 77445
(979)826-7670

Operations Report – First Quarter FY 2024

Mission Statement: To provide safe and reliable infrastructure to enhance the quality of life for our citizens, businesses, and visitors through innovation, efficiency and accountability.

Submitted by: J. Ross McCall P.E., County Engineer

Maintenance

Seven maintenance contracts are currently being advertised, with an expected five additional professional services contracts, and road bond contracts. Developing bid documents, negotiating contracts, advertising and procuring materials has placed a large demand on current staff without a dedicated purchasing staff. As a result, material procurement has been delayed, and the delivery of projects is at risk. Maintenance has been preparing roads for preventative seals with the remaining material available, until road material can be procured.

Road Name	Type	Status
Riley Road	Road Rehabilitation	On Schedule
Magnolia Road	Road Rehabilitation	Moved to FY 25
Mathew Place	Road Rehabilitation	Moved to FY 25
Little John Circle	Road Rehabilitation	Moved to FY 25
Oak Creek Road	Road Rehabilitation	On Schedule
Jeff Smith Road	Road Rehabilitation	Moved to FY 25
Giboney Road	Road Rehabilitation	Moved to FY 25
Haley Road	Road Rehabilitation	Possible delay to FY 25
Schmidt Road	Road Rehabilitation	Moved to FY 25
Cochran Road	Road Rehabilitation	Moved to FY 25
Grove Park Drive	Road Rehabilitation	Possible delay to FY 25
Cardiff Road	Road Rehabilitation	Sealed, awaiting Hot Mix Overlay
Clemons Switch Road	Road Rehabilitation	Moved to FY 25
Pontiac Drive	Road Rehabilitation	Possible delay to FY 25
Peachridge Road	Road Rehabilitation	Possible delay to FY 25
Addie Gee Road	Road Rehabilitation	On Schedule
Tompkins Road	Road Rehabilitation	Possible delay to FY 25
Center Hill Road	Preventative Seal	Contract Work – On Schedule
Dusek Lane	Preventative Seal	Contract Work – On Schedule
Snow Road	Preventative Seal	Contract Work – On Schedule
Hoff Road	Preventative Seal	Contract Work – On Schedule
Quail Run Road	Preventative Seal	Contract Work – On Schedule
Repka Road	Preventative Seal	Contract Work – On Schedule
Pin Tail Street	Preventative Seal	Contract Work – On Schedule
Murrell Road	Preventative Seal	Contract Work – On Schedule
Kelley Road (West of RR)	Preventative Seal	Contract Work – On Schedule
Frank Scott Road	Preventative Seal	Contract Work – On Schedule
Buller Road	Preventative Seal	Contract Work (ARPA) – On Schedule
Reids Prairie Road	Preventative Seal	Contract Work (ARPA) – On Schedule
Waller Gladish Road	Preventative Seal	Contract Work (ARPA) – On Schedule

<Continued>

Road Name	Type	Status
Old Houston Road	Preventative Seal	Contract Work (ARPA) – On Schedule
Sterling Drive	Road Rehabilitation	On Schedule
Clapp Road	Preventative Seal	Contract Work – On Schedule
Marti Lane	Road Rehabilitation	On Schedule
Oak Hollow Boulevard	Road Rehabilitation	On Schedule
Springer Road	Road Rehabilitation	Possible delay to FY 25
Kelley Road (East of RR)	Road Rehabilitation	Possible delay to FY 25

WCRB may adjust this project list, and schedules due to weather, material availability, or other unforeseen circumstances.

Accomplishments this period:

- Developed an online presence to respond to citizen inquiries (Facebook, etc.).
- Cardiff Road project
- Brought oil distributor truck back in service
- Brought motorgrader back in service
- Hired maintenance inspector



Next Quarter focus includes:

- Completing seal coat projects.
- Purchasing a Durapatch Machine for potholes.
- Peregrine Estates drainage project.

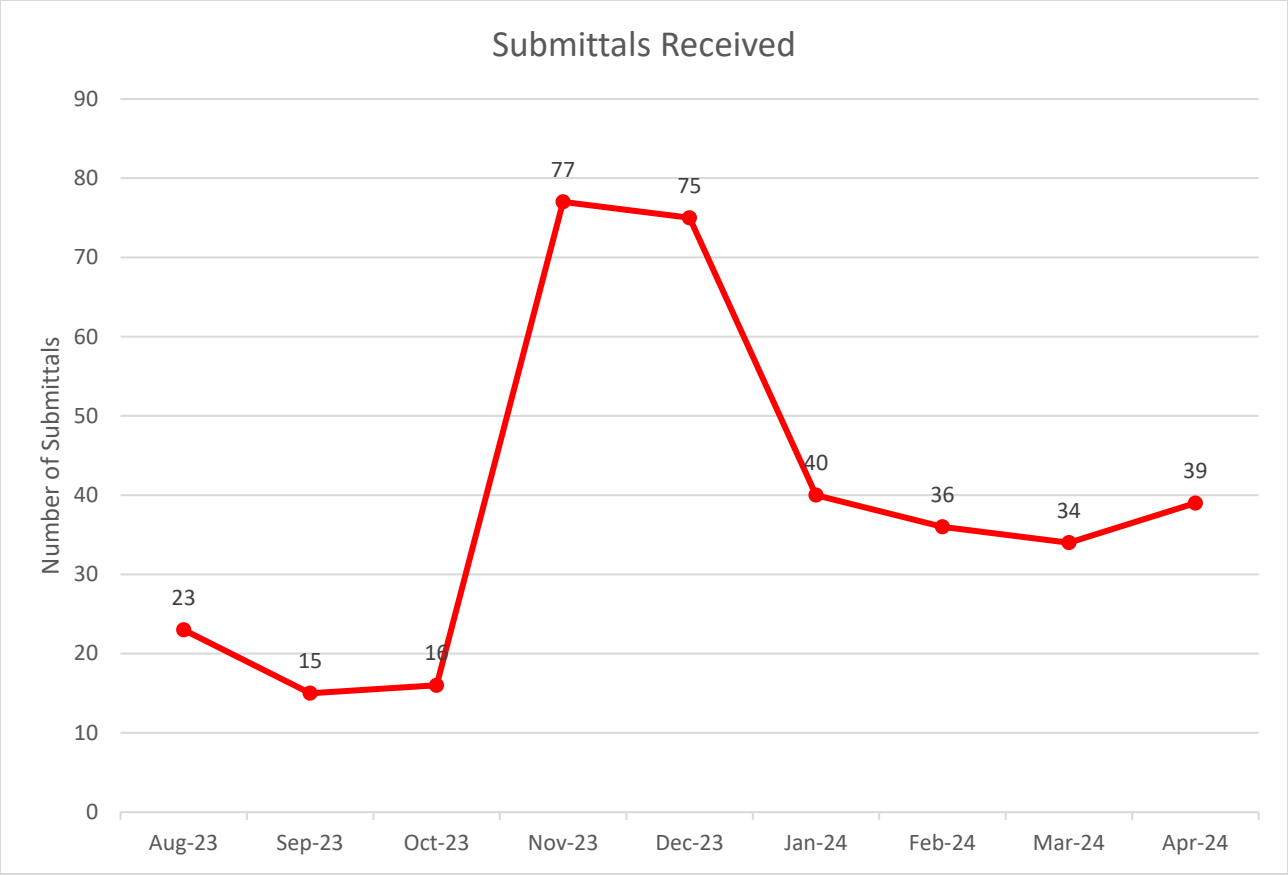


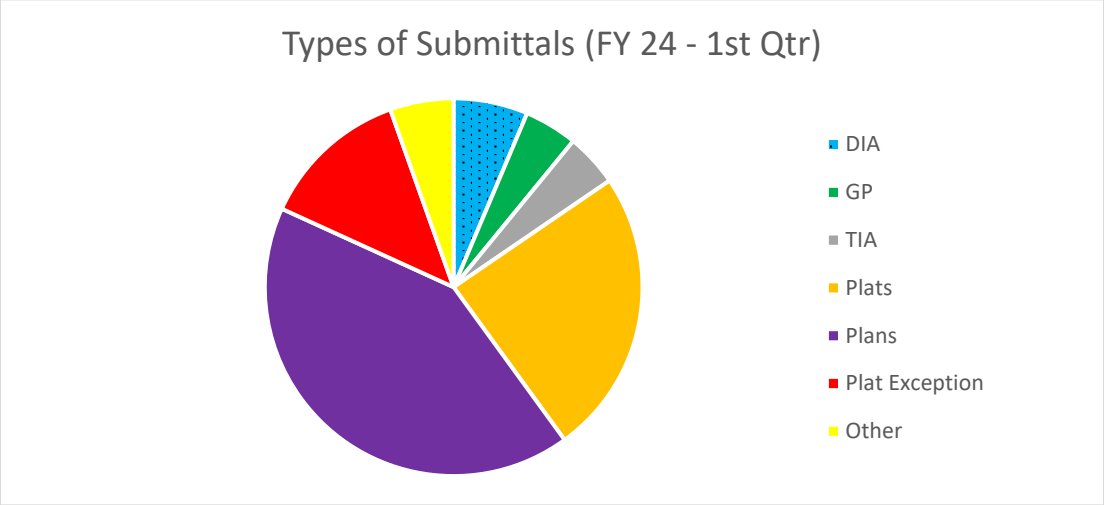


Above: WCRB operators stabilize road subgrade in advance of a seal coat project on Cardiff Road.

Engineering

Staff has been organizing electronic files and tracking submittals by hand in advance of myGOV implementation. The number of engineering plan submittals and types for the first quarter can be viewed on the following charts:





Accomplishments this period:

- Drafted Substantial Damage Response Plan for FEMA Community Assistance Visit.
- Created GIS database of substantially damaged structures for FEMA CAV.
- Awarded a contract to a Traffic Engineer Consultant for on-call tasks.
- Hired a Professional Engineer.
- Hired an Engineering Technician.

Next Quarter focus includes:

- Update Subdivision Rules and Regulations – **Winter 2024**
- Driveway and Culvert Regulations – **On Schedule (Summer 2024)**
- myGov – Permit Application Software Implementation – **Ahead of Schedule (2nd Qtr)**
- Organization of electronic files

Geographic Information Systems (GIS)

Road inventory and mapping is complete. There are currently **524.24 miles** of road that Waller County is responsible to maintain. Approximately 50 miles are currently in construction or in the developer maintenance period.

Next steps:

- Basic GIS infrastructure is built, so we will transition to a maintenance and analysis role.
- A GIS technician could collect and update ongoing data (maintenance)
- Current GIS position could transition into data analysis

Other items the GIS staff is working on include:

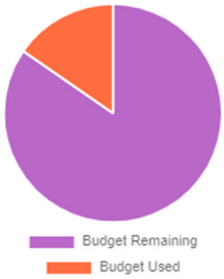
- Developing a GIS inspection application to track deficiencies in field.
- Researching ESRI data collection applications to generate work orders remotely.
- Developing an open data portal for the public.

Financial

The Road and Bridge Department will remain under the approved budget this year. Delays in material procurement have impacted project delivery dates, which will affect the projects we can complete and the amount of material we can purchase. This is illustrated in the following charts for the first quarter.

Total Department Budget

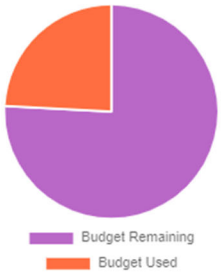
Original Budget	$13,775,496.00
Budget Adjustment	$0.00
Current Budget	$13,775,496.00
Activity	$1,886,164.00
Encumbrance	$171,121.11
Reserve	$58,861.34
Budget Remaining	$11,659,349.55
Pending	$0.00
Budget Available	$11,659,349.55



Engineering and GIS Budget

Department: ROAD & BRIDGE ADMIN

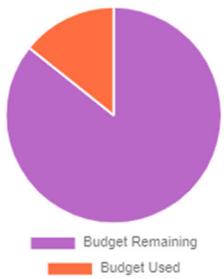
Original Budget	$1,497,607.00
Budget Adjustment	$0.00
Current Budget	$1,497,607.00
Activity	$353,526.55
Encumbrance	$1,657.15
Reserve	$6,728.92
Budget Remaining	$1,135,694.38
Pending	$0.00
Budget Available	$1,135,694.38



Maintenance Budget

Department: R&B MAINT & CONSTRUCTION

Original Budget	$12,277,889.00
Budget Adjustment	$0.00
Current Budget	$12,277,889.00
Activity	$1,532,637.45
Encumbrance	$169,463.96
Reserve	$52,132.42
Budget Remaining	$10,523,655.17
Pending	$0.00
Budget Available	$10,523,655.17



Order to Amend 2024 Budget

Amendment # 2024-11
Date Approved Next Juvenile Board Meeting

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

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET AMENDMENTS:					
125-000-423824	General Revenue	State Revenue	$ -	$ (6,500.00)	$ (6,500.00)
125-507-547505	General-JP Detention	Psycho/Group/HGAC	$ -	$ 6,500.00	$ 6,500.00
		NET TOTAL BUDGET AMENDMENT:		$ -	

Purpose of budget amendment:
To certify the grant award of $6,500.00 from HGAC and amend the Juvenile Probation budget.

Other notes:
Name of Agency: HGAC
Grant Period: 01-01-2024 to 08-31-2024

Spread upon CC minutes on 05-15-2024

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

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

REVENUE CERTIFICATION

Alan Younts 5/8/2024

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

Order to Amend 2024 Budget

Amendment # 2024 - 12
Date Approved 05-15-2024

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

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET LINE ITEM TRANSFERS:					
From:					
125-440-530200	County Judge	Supplies and Stationary	$ 2,250.00	$ (550.00)	$ 1,700.00
To:					
125-440-560100	County Judge	Bond Premium	$ 200.00	$ 550.00	$ 750.00
		Net Change to Budget (Rev)/Exp		$ -	

Purpose of transfer:

Email request dated April 15, 2024 from Cindy Jones on behalf of Judge Duhon.

Actual Bond Premium costs for FY24 higher than original budget projection.

Alan Younts 5/9/2024

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

Order to Amend 2024 Budget

Amendment # 2024 - 13
Date Approved 05-15-2024

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

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET LINE ITEM TRANSFERS:					
From:					
125-430-581800	CCL 2	Furniture & Equipment	$ 20,000.00	$ (10,000.00)	$ 10,000.00
To:					
125-430-530200	CCL 2	Supplies & Stationary	$ -	$ 5,000.00	$ 5,000.00
125-430-535000	CCL 2	Books, Etc	$ -	$ 5,000.00	$ 5,000.00
		Net Change to Budget (Rev)/Exp		$ -	

Purpose of transfer:

Email request dated April 26, 2024 from Peggy Sanders on behalf of Judge Mathis.

Alan Younts 5/9/2024

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

Order to Amend 2024 Budget

Amendment # 2024-14
Date Approved 05-15-2024

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

G. L. #	FUND/ DEPARTMENT	DESCRIPTION	PREVIOUS BUDGET	DEBIT (CREDIT)	AMENDED BUDGET
BUDGET AMENDMENTS:					
125-000-472210	General Revenue	County Donations	$ -	$ (20,000.00)	$ (20,000.00)
125-509-536710	General-FM	Cash Donations	$ 4,401.00	$ 20,000.00	$ 24,401.00
125-000-472210	General Revenue	County Donations	$ (20,000.00)	$ (4,500.00)	$ (24,500.00)
125-509-581801	General-FM	Equipment Donations	$ -	$ 4,500.00	$ 4,500.00
125-000-472210	General Revenue	County Donations	$ (24,500.00)	$ (13,516.00)	$ (38,016.00)
125-509-581801	General-FM	Equipment Donations	$ 4,500.00	$ 13,516.00	$ 18,016.00
		NET TOTAL BUDGET AMENDMENT:		$ -	

Purpose of budget amendment:

1. Certify current year cash donation of $20,000.00 from Tomball Regional Health Foundation and amend the 2024 budget for cash donations.
2. Certify $4,500.00 value of Crime Scene tape donated by WCCS and amend the 2024 budget for equipment donations.
3. Certify $13,516.00 value of coolers donated by Igloo Corporation and amend the 2024 budget for equipment donations.

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

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

REVENUE CERTIFICATION

Alan Younts 5/10/2024

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

WALLER COUNTY
POLICY ON VEHICLE AND EQUIPMENT

DEFINITION

1. A county vehicle/equipment is defined as a vehicle/equipment owned, leased or rented by Waller County and includes vehicles/equipment awarded to Waller County. Supplement means something that supplies a want or makes an addition to.

ACQUISITION

2. All fleet acquisitions are approved and coordinated through Waller County Commissioners' Court.

ASSIGNMENT

3. Vehicle assignments to departments shall be established by Waller County Commissioners' Court. A schedule of vehicles will determine the number of vehicles per each department and the number that may be taken home.

4. County vehicles shall be assigned to departments, individual employees, or a general vehicle pool on the basis of work responsibility. Vehicles may be assigned to employees, either solely for use during normal working hours or as a take home vehicle when deemed appropriate. The decision to assign a vehicle to an employee shall be based upon efficient and effective service delivery provided by the employee assigned to the vehicle and an overall county services delivery.

5. Vehicle assignments to individuals will be approved by department heads and reviewed as necessary. **Before a vehicle may be assigned as a take home vehicle, it must be designated as a take home vehicle as per schedule adopted by Waller County Commissioners' Court.** An assignment shall be in accordance with the following criteria:

   a. An agreement between the employee and the employer either prior to, or after, employment. This Agreement shall be documented and placed in the employee's personnel file in the County Treasurer's office.

   b. The vehicle is equipped with tools and/or instrumentation that are essential in an emergency response situation. The employee responds directly to the scene of an emergency and is trained to use the tools and equipment.

   c. An employee's responsibilities require that they perform certain job functions on a regular basis during off-hours, and the documented miles traveled per year (during off-hours) between home and job destination justify the decision.

WALLER COUNTY
POLICY ON VEHICLE AND EQUIPMENT

ASSIGNMENT

6. The Sheriff's Department, and Departments that employ certified law enforcement officers may adopt departmental policies that supplement this policy. The policies must conform to requirements that allow for the proper IRS reporting of take home vehicles. After acknowledgement of the policies by formal action of Commissioners' Court, the departmental policies must be on file in the office of the County Judge and County Treasurer.

VEHICLE-EQUIPMENT USE

7. All county employees shall be responsible for the proper use and maintenance of all vehicles and equipment in their care, custody, and control.

8. All county employees who operate county vehicles shall have a valid State of Texas driver's license necessary for that vehicle or equipment.

9. Each county employee who is required to have a drivers license shall immediately notify their supervisor of any change in the status of that license. Suspension or revocation of the drivers license of an employee who is required to operate a vehicle or equipment as a normal part of their job may result in job change, demotion, or discharge.

10. Any employee operating county vehicles or equipment shall report all accidents and property damage to his/her supervisor immediately. Department heads/elected officials shall report all accidents and property damage to the proper law enforcement authority and County Treasurer immediately. Copies of all accident and incident reports shall be sent to the supervisor and County Treasurer.

11. All operators of, and passengers in county vehicles shall use the vehicle seat and lap belts if the vehicle is so equipped. Airbags shall not be rendered inoperable on vehicles so equipped. County vehicles shall not be altered in any way without obtaining written approval from the Commissioners' Court. No county vehicles will have any stickers, posters, signs, or any other similar attachment placed on or affixed to them unless previous approval has been issued by Commissioners' Court. Except as required by Section 16 below.

WALLER COUNTY
POLICY ON VEHICLE AND EQUIPMENT

VEHICLE USE

12. County vehicles are provided to officials, departments and specific employees based upon county business necessity. County vehicles are to be used solely for county business purposes. County vehicles are not provided for private or personal use. However, it is recognized that a minimum amount of personal use is acceptable for those who:
    a. Are assigned a take-home vehicle and therefore, commute to and from work in the vehicle.
    b. Conduct their daily work in and from a vehicle.
    c. Are on county authorized travel.
    d. Minimum personal use shall be limited to:
        1. Commuting to and from work.
        2. Driving to and from a restaurant during approved meal breaks.
        3. Personal emergencies.

13. Alcohol is not allowed in any county vehicle/equipment at any time.

VEHICLES AND CELLULAR PHONES/ EMAIL DEVICES

14. Employees who drive for the County are prohibited from drafting and reviewing emails while driving their vehicle in the course of the County's business. Text messaging while driving is likewise prohibited. In addition, accessing the internet or any other form of non-verbal electronic communication is prohibited while driving.

15. Use of a take home county vehicle may be a taxable benefit to the employee. A copy of a take home vehicle assignment shall be forwarded to the County Treasurer. If it is determined that IRS regulations require the reporting of a taxable benefit, the Department Head/Official is responsible to see that the employee reports the use of a take home vehicle in a format approved by Commissioners' Court.

INSCRIPTION REQUIREMENT

16. Elected/Appointed Officials and/or Department Heads in whose department a county motor vehicle or piece of heavy equipment is assigned, must have inscribed on each side of the vehicle or equipment the words that include "Waller County" and the title of the department. The inscription must be in a color sufficiently different from the body of the vehicle or equipment so that the lettering is plainly legible. The title of the department or office must be in letters plainly legible at a distance of not less than 100 feet in compliance with Transportation Code 721.004.

INSCRIPTION REQUIREMENT EXEMPTIONS

17. In accordance with Transportation Code 721.005, the commissioners' court exempts from the requirements of Section 721.004 any automobile when used to perform an official duty by a:
    a. Sheriff's Office
    b. Constable's Office
    c. Criminal District Attorney's Office
    d. Fire Marshal's Office
    e. Magistrates as defined by Article 2.09, Code of Criminal Procedure
    f. Code enforcement officers designated to enforce environmental criminal laws
    g. A juvenile probation department vehicle used to transport children

WALLER COUNTY
VEHICLE ASSIGNMENT
ACKNOWLEDGMENT

Department: _____

Employee: _____

I, the undersigned have read the attached policy, and having been issued a county vehicle, acknowledge that the Waller County Treasurer's Office will add any non-cash benefit item that is subject to Federal Taxes, in accordance with IRS regulations.

I also acknowledge that the vehicle is to be used for official county business as outlined in the policy.

Signed: _____

Witness: _____

Date: _____

Policy Amended, Approved and Adopted by
Waller County Commissioners' Court
05.15.2024
Policy 5.11
Acknowledgment

WALLER COUNTY
2024 SALARY ORDER

Amended by Commissioners' Court effective 05/26/2024

	2024 APPROVED RATE	2024 BUDGETED AMOUNT	SB22 BUDGETED AMOUNT
Fund 125-Department 416			
Criminal District Attorney			
1 Civil Attorney	$ 35.35	$ 74,094.00	$ 10,906.00
2 Civil Attorney	$ 36.34	$ 76,169.00	$ 20,831.00
3 Civil Attorney	$ 32.50	$ 68,120.00	$ 21,246.00
Civil Division Chief	$ 53.67	$ 112,493.00	$ 18,807.00
Criminal Division Chief	$ 68.95	$ 144,520.00	$ 13,115.00
Criminal Attorney	$ 40.56		$ 85,014.00
1 Prosecutor	$ 48.96	$ 102,621.00	$ 7,003.00
2 Prosecutor	$ 38.15	$ 79,963.00	$ 17,037.00
3 Prosecutor	$ 55.52	$ 116,370.00	$ 23,630.00
4 Prosecutor	$ 38.08	$ 79,816.00	$ -
5 Prosecutor	$ 40.38	$ 84,637.00	$ 15,363.00
6 Prosecutor	$ 38.17	$ 80,005.00	$ -
1 Investigator	$ 31.44	$ 65,899.00	$ 4,740.00
2 Investigator	$ 29.30	$ 61,413.00	$ 4,740.00
Sexual Assault Investigator	$ 31.30	$ 65,605.00	$ -
Investigator/CS Supervisor	$ 20.78	$ 43,555.00	$ 3,445.00
Administrative Assistant	$ 26.18	$ 54,874.00	$ -
1 Legal Secretary	$ 24.10	$ 50,514.00	$ -
2 Legal Secretary	$ 22.79	$ 47,768.00	$ -
3 Legal Secretary	$ 25.23	$ 52,883.00	$ -
4 Legal Secretary	$ 23.05	$ 48,313.00	$ -
VOCA match		$ 14,718.00	$ -
Part Time	$ 25.00	$ 20,000.00	$ -
D.A. Supplement	$ 18,000.00	$ 18,000.00	$ -
DEPARTMENT TOTALS		**$ 1,562,350.00**	**$ 245,877.00**
Fund 241-Department 595 - ARPA			
Criminal District Attorney			
4 Civil Attorney	$ 45.33	$ 95,012.00	
Felony Child Abuse Prosecutor	$ 64.41	$ 135,004.00	
		$ 429,494.00	
Auditor			
2 Assistant	$ 23.00	$ 48,208.00	
		$ 48,208.00	
Fund 129-Department 634			
Pre-Trial Diversion			
1 Prosecutor	$ 3,000.00	$ 3,000.00	
4 Prosecutor	$ 21,000.00	$ 21,000.00	
1 Civil Attorney	$ 5,000.00	$ 5,000.00	
2 Civil Attorney	$ 3,000.00	$ 3,000.00	
3 Civil Attorney	$ 10,634.00	$ 10,634.00	
Civil Division Chief	$ 3,700.00	$ 3,700.00	
Criminal Division Chief	$ 6,365.00	$ 6,365.00	
VOCA	$ 3,000.00	$ 3,000.00	$ 3,000.00
DEPARTMENT TOTALS		**$ 52,699.00**	
DISTRICT ATTORNEY OFFICE SALARY SUPPLEMENTS PAID BY DEPARTMENT DISCRETIONARY FUNDS			
VOCA	$ -	$ -	**moved to SB22**
Investigator/CS Supervisor	$ -	$ -	**moved to SB22**
Administrative Assistant	$ 3,000.00	$ 3,000.00	
3 Legal Secretary	$ 3,000.00	$ 3,000.00	
		$ 6,000.00	

Criminal District Attorney

Renaming and organizing position titlles
New Criminal Attorney position paid from SB22 funds
Reallocating funds from DA Discretionary to SB22
No change to county budget

Auditor

New Assistant position paid from ARPA funds

SHERIFF'S DEPARTMENT VEHICLE INVENTORY

ID #	YEAR	MAKE	DESCRIPTION	AL	APD	EQUIP	TAKE-HOME	Date CC Approved	Job Title	Signed Taxable Vehicle Benefits Form
251	2019	Ford	Explorer	X	X	X	X	05/01/24	Deputy Patrol	X
252	2019	Ford	Explorer	X	X	X	X	05/01/24	Deputy Patrol	X
254	2019	Ford	Explorer	X	X	X	X		Deputy Patrol	X
255	2019	Ford	Explorer	X	X	X				
256	2019	Ford	Explorer	X	X	X	X	05/01/24	Deputy Patrol	X
257	2019	Ford	Explorer	X	X	X	X	05/01/24	Jail Lt	X
259	2019	Ford	Explorer	X	X	X	X	05/01/24	Deputy Transport	X
260	2019	Ford	Explorer	X	X	X	X	05/01/24	Deputy Patrol	
269	2018	Ford	F150	X	X	X	X	05/01/24	Jail Captain	X
279	2020	Ford	F150	X	X	X	X	05/01/24	Patrol Lt	X
280	2020	Ford	F150	X	X	X	X	05/01/24	Animal Control Officer	X
281	2020	Ford	F150	X	X	X	X	05/01/24	Detective	X
288	2020	Ford	Explorer	X	X		X	05/01/24	Deputy-Civil	X
289	2020	Ford	Explorer	X	X	X	X	05/01/24	Deputy Patrol	X
290	2020	Ford	Explorer	X	X	X	X	05/01/24	Deputy Patrol	X
291	2020	Ford	Explorer	X	X	X	X	05/01/24	Sgt Transport	X
292	2020	Ford	Explorer	X	X	X	X	05/01/24	Deputy Patrol	X
293	2020	Ford	Explorer	X	X	X	X	05/01/24	Deputy Transport	X
295	2020	Ford	Explorer	X	X	X	X	05/01/24	Deputy Patrol	X
296	2020	Ford	Explorer	X	X	X	X	05/01/24	Deputy Patrol	X
297	2020	Ford	Explorer	X	X	X	X	05/01/24	Deputy Patrol	X
298	2020	Ford	Explorer	X	X	X	X	05/01/24	Deputy Patrol	X
304	2021	Ford	Explorer	X	X	X	X	05/01/24	Deputy Transport	X
305	2021	Ford	Explorer	X	X	X	X	05/01/24	Deputy Transport	X
306	2021	Ford	Explorer	X	X	X	X	05/01/24	Deputy Patrol	X
307	2021	Ford	Explorer	X	X	X	X	05/01/24	Deputy Patrol	X
308	2021	Ford	Explorer	X	X	X	X	05/01/24	Deputy Patrol	X
309	2021	Ford	Explorer	X	X	X	X	05/01/24	Deputy Patrol	X
310	2021	Ford	Explorer	X	X	X	X	05/01/24	Deputy Jailer	X
311	2021	Ford	Explorer	X	X	X	X	05/01/24	Deputy Patrol	X
312	2021	Chev	Silverado	X	X	X	X	05/01/24	Sheriff	X
313	2021	Chev	Silverado	X	X	X	X	05/01/24	Deputy Patrol	X
314	2021	Chev	Tahoe	X	X	X	X	05/01/24	Deputy Patrol	X
315	2021	Chev	Tahoe	X	X	X	X	05/01/24	Deputy Patrol	X
316	2021	Chev	Tahoe	X	X	X	X	05/01/24	Deputy Patrol	X
384	2021	Chev	Tahoe	X	X	X	X	05/01/24	Patrol Captain	X
328	2021	Chev	Tahoe	X	X	X	X	05/01/24	Deputy Patrol	X
329	2021	Chev	Tahoe	X	X	X	X	05/01/24	Deputy Patrol	X
330	2021	Chev	Tahoe	X	X	X	X	05/01/24	Deputy Patrol	X

SHERIFF'S DEPARTMENT VEHICLE INVENTORY

ID #	YEAR	MAKE	DESCRIPTION	AL	APD	EQUIP	TAKE-HOME	Date CC Approved	Job Title	Signed Taxable Vehicle Benefits Form
335	2022	Chev	Tahoe	X	X	X	X	05/01/24	Detective	X
336	2022	Chev	Tahoe	X	X	X	X	05/01/24	Evidence Technician	X
337	2022	Chev	Tahoe	X	X	X	X	05/01/24	Lieutenant	X
338	2022	Chev	Tahoe	X	X	X	X	05/01/24	Detective	X
339	2022	Chev	Tahoe	X	X	X	X	05/01/24	Lieutenant	X
333	2022	Chev	Tahoe	X	X		X	05/01/24	Lieutenant	X
347	2022	Chev	Tahoe	X	X	X	X	05/01/24	Deputy Patrol	X
348	2022	Chev	Tahoe	X	X	X	X	05/01/24	Deputy Patrol	X
349	2022	Chev	Tahoe	X	X	X	X	05/01/24	Deputy Patrol	X
350	2022	Chev	Tahoe	X	X	X	X	05/01/24	Deputy Patrol	X
351	2022	Chev	Tahoe	X	X	X	X	05/01/24	Deputy Patrol	X
352	2022	Chev	Tahoe	X	X	X	X	05/01/24	Deputy Patrol	X
353	2022	Chev	Tahoe	X	X	X	X	05/01/24	Deputy Patrol	X
354	2022	Chev	Tahoe	X	X	X	X	05/01/24	Deputy Patrol	X
376	2023	Chev	Tahoe	X	X	X	X	05/01/24	Lieutenant	X
377	2023	Chev	Tahoe	X	X	X	X	05/01/24	Deputy Patrol	X
378	2023	Chev	Tahoe	X	X	X				
379	2023	Chev	Tahoe	X	X	X				
380	2023	Chev	Tahoe	X	X	X				
381	2023	Chev	Tahoe	X	X	X				
382	2023	Chev	Tahoe	X	X	X	X		Deputy Patrol	X
383	2023	Chev	Tahoe	X	X	X	X		Deputy Patrol	X
359	2023	Chev	Silverado	X	X	X	X	05/01/24	Deputy	X
360	2023	Chev	Silverado	X	X	X	X	05/01/24	Vacant	
361	2023	Chev	Silverado	X	X	X	X		Investigator - CSU	X
362	2023	Chev	Silverado	X	X	X	X	05/01/24	Chief	X
189	2017	Chev	Colorado	X	X	X	X	05/01/24	Deputy Patrol	X
36	2009	Ford	Expedition	X		X	X	05/01/24	Dispatch Supervisor	X
38	2010	Ford	Expedition	X		X	X	05/01/24	Deputy	X
14	2011	Ford	E350 Pass Van	X	X	X				
184	2008	Ford	CVPI 4DOOR	X		X				
17	2011	Ford	F550	X	X	X				
12	2013	Ford	Taurus	X	X	X	X	05/01/24	Deputy	X
145	2010	Chev	Impala	X			X	05/01/24	Admin Assistant	X
23	2014	Ford	Explorer	X	X	X	X		Deputy Patrol-SRO	
26	2014	Ford	Explorer	X	X	X				
52	2014	Ford	F150 Crew Cab	X	X	X	X	05/01/24	Detective	X
51	2014	Ford	F150 Crew Cab	X	X	X	X	05/01/24	Dispatch Supervisor	X
30	2015	Ford	Explorer	X	X	X				

SHERIFF'S DEPARTMENT VEHICLE INVENTORY

ID #	YEAR	MAKE	DESCRIPTION	AL	APD	EQUIP	TAKE-HOME	Date CC Approved	Job Title	Signed Taxable Vehicle Benefits Form
39	2015	Ford	Expedition	X	X	X	X	05/01/24	Sergeant	X
28	2015	Ford	Explorer	X	X	X	X	05/01/24	Deputy Patrol	X
29	2015	Ford	Explorer	X	X	X				
43	2015	Ford	Expedition	X	X	X	X	05/01/24	Deputy	
154	2014	Top Hat	Trailer	X	X	X				
160	2004	Toyota	4Runner	X						
159	2015	Ford	F150	X	X	X	X	05/01/24	Deputy	X
177	2016	Ford	Expedition	X	X	X	X	05/01/24	Detective	X
183	2015	Chev	Impala	X	X	X	X	05/01/24	Detective	X
190	2017	Ford	Explorer	X	X	X				
193	2017	Ford	Explorer	X	X	X	X	05/01/24	Deputy	X
195	2017	Ford	F150	X	X	X				
198	2017	Ford	F150	X	X	X	X	05/01/24	Asst Animal Control	
201	2017	Ford	F150	X	X	X	X	05/01/24	Asst Animal Control	X
206	2017	Ford	F150	X	X	X				
199	2017	Ford	Explorer	X	X	X				
224	2018	Ford	Expedition	X	X	X	X	05/01/24	Detective	X
225	2018	Ford	Expedition	X	X	X	X	05/01/24	Deputy	X
217	2018	Ford	Explorer	X	X	X				
218	2018	Ford	Explorer	X	X	X				
238	2014	Chev	Silverado	X	X	X	X	05/01/24	Lieutenant	X
239	2019	Ford	Police Interceptor Explorer	X	X	X	X	05/01/24	Lieutenant	X
364	2023	Exis	STC24 Double Ramp Trlr	X	X					
371	2023	Exis	16' stock bumper pull	X	X					
395	2024	Chev	Tahoe	x	x	x				
396	2024	Chev	Tahoe	x	x	x				
397	2024	Chev	Tahoe	x	x	x				
398	2024	Chev	Tahoe	x	x	x				
399	2024	Chev	Tahoe	x	x	x				
400	2024	Chev	Tahoe	x	x	x				
402	2024	Chev	Tahoe	x	x	x				
109	**SO VEHICLE INVENTORY COUNT**			109	104	103	81			

AGREEMENT

THE STATE OF TEXAS

COUNTY OF Waller

THIS AGREEMENT is made and entered into by and between Waller County, Texas ("County"), acting by and through its governing body, and the Southeast Texas Regional Advisory Council (SETRAC) and their Catastrophic Medical Operations Center ("CMOC").

RECITALS:

As part of Waller County's disaster emergency planning and preparation, Waller County, desires to coordinate with the SETRAC/CMOC during a disaster drill, actual disaster or other public health emergency. Pursuant to this agreement, County will appoint a point person to serve in the capacity of a contact to the SETRAC/CMOC in the event of a disaster, whether natural or man-made. This agreement is a voluntary undertaking by Waller County.

The CMOC is a medical coordination, communication, and information center established by the Regional Healthcare Preparedness Coalition of SETRAC and allows for immediate determination of available resources at the time of a disaster or other public health emergency, and the SETRAC agrees to provide the framework for Waller County to participate and coordinate with the CMOC during a disaster or public health emergency.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Waller County and the Southeast Texas Regional Advisory Council agree as follows:

TERMS:

I. SCOPE OF SERVICE

A. SETRAC acknowledges its intent to provide the means for healthcare facilities/agencies to coordinate among themselves, as a unit within the National Incident Management System ("NIMS") structure, to integrate and partner with the Incident Commander, City/County Emergency Operations Centers ("EOCs"), local and state departments of health, and other appropriate agencies in the event of a disaster or other public health emergency. This coordination and collaboration is accomplished via the CMOC.

B. SETRAC shall:

1. Designate the CMOC location as 6922 Katy Road, Houston, TX 77024.

2. Provide Waller County with a copy of the CMOC basic plan.

3. Provide an assigned contact to partner with and assist in the coordination activities of the County contact assigned to work with CMOC.

4. Upon declaration of a disaster or public health emergency by the federal government, the Texas Commissioner of Health, the Texas Governor, the Waller County Judge, or upon request of a local Health Authority, or local Emergency Management authority, the SETRAC shall activate the CMOC and address the provisions of medical and EMS personnel, pharmaceuticals, supplies and equipment, ambulance resource and staging, provide assistance with emergency evacuation from an impacted facility, provide oversight to identify proper patient placement based on patient needs and the receiving facilities capability and capacity, or other matters directly and officially tasked to the CMOC within their scope and practice. CMOC will plan for and disseminate information related to aspects of the disaster/emergency to the County and City EOC and Health Authority as appropriate.

5. Each situation requiring CMOC activation is different, and needs will be evaluated in conjunction with the requesting agency/jurisdiction and the CMOC Operations Chief on call. CMOC follows the State of Texas Mutual Aid and is a signatory to the HGAC Regional MOA plan in that the first 12 hours of activation are considered mutual aid. Any continuous time thereafter is billable to the requesting jurisdiction in accordance with Texas Government Code 418.118; 418.1181.

6. Maintain documentation as appropriate through a web-based operations center, or other redundant systems as necessary.

7. Participate in preparedness meetings, called by Waller County, which relate to public health emergencies and where the input of the SETRAC would be appropriately needed (e.g. Hospital Planning Group, Coordination Council).

C. County shall:

1. Appoint a contact person to answer questions that SETRAC may have relating to this agreement.

2. County will maintain a line of successive contacts to coordinate with SETRAC in the event the primary contact person is unavailable.

1) Name: Brian Cantrell
Title: EMC
Off: 9798267785
Cell: 2812209160

2) Name: Dean Hensley
Title: Asst. EMC
Off: 979-826-7785
Cell: 281-733-1843

3) Name
Title
Off:
Cell:

3. County will participate with the regional planning efforts of SETRAC by attending either the Regional Healthcare Preparedness Coalition meetings or their respective "Corridor" meetings, participate in at least one CMOC drill per year, and maintain established communication links.

4. Communicate via the web-based emergency communication system information regarding preparedness, planning, response, and/or recovery efforts related to the disaster between the CMOC and the County/City Office of Emergency Management.

5. Participate in any necessary demobilization procedures and post-event debriefings.

6. Work with representatives for hospitals, public health, offices of emergency management, emergency medical services and others as needed, during the implementation or operations of the patient/individual tracking system provided.

II. TERMS OF THE AGREEMENT

The term of this Agreement is for two years from the date this Agreement is executed by both the Waller County Judge and the SETRAC unless sooner terminated by written agreement of the SETRAC and the County Judge. This Agreement shall automatically renew for successive two-year terms unless terminated. Either Party may cancel the Agreement by giving thirty days notice to the other Party.

III. NOTICE

Any notice required or permitted to be given to the SETRAC by County may be given by personal delivery, or certified mail, return receipt requested, postage pre-paid, addressed to:

Southeast Texas Regional Advisory Council
Chief Executive Officer
1111 N Loop W Suite 160
Houston, Texas 77008

Any notice permitted or required to be given to County by SETRAC may be given by personal delivery, or certified mail, return receipt requested, postage pre-paid, addressed to:

Waller County
425 FM 1488, # 106
Hempstead , Texas 77445
Attention: County Judge Duhon

With a copy to:

Waller County Office of Emergency Management
425 FM 1488, # 106
Hempstead , Texas 77445
Attention: Brian Cantrell

Waller County Health and Human Services
N/A (Texas State Health Department
, Texas
Attention:

Either Party may change its address by giving notice to the other Party in writing. Any notice mailed by certified United States mail, return-receipt requested, shall be deemed given upon deposit in the United States mail.

IV. LIMITATIONS

Prior to execution of this Agreement, Waller County has advised the SETRAC and the SETRAC clearly understands and agrees, such being of the absolute essence of this Agreement, that Waller County has certified no funds under this Agreement and SETRAC shall have no cause of action whatsoever for money against Waller County arising out of or in relation to this Agreement.

V. INDEPENDENT CONTRACTOR

The relationship of the SETRAC to County is that of an independent contractor and that nothing contained in this Agreement shall be construed to place County and SETRAC in the relationship of principal and agent, master and servant, partners, or joint venturers.

VI. ENTIRE AGREEMENT

This instrument constitutes the entire Agreement between the Parties relating to rights granted and obligations assumed. Any oral representations or modifications concerning the Agreement are of no force or effect except a subsequent written amendment signed by the Parties.

VII. GOVERNING LAW AND VENUE

This Agreement is governed in all respects by the laws and Constitution of the State of Texas. Exclusive venue is Harris County, Texas.

VIII. DISCLOSURE OF EMAIL ADDRESSES

The SETRAC affirmatively consents to the disclosure of its e-mail addresses that are provided to County. This consent is intended to comply with the Public Information Act, Section 552.137 of the Government Code and shall survive the termination of this Agreement. This consent shall apply to e-mail addresses provided by SETRAC and agents acting on behalf of SETRAC and shall apply to any e-mail address provided in any form for any reason related to this Agreement.

IN WITNESS WHEREOF, this instrument has been executed on behalf of Waller County by a duly authorized representative of Waller County, and on behalf of the Southeast Texas Regional Advisory Council by a duly authorized representative of the Southeast Texas Regional Advisory Council. This Agreement shall be of no force or effect until signed by the presiding elected County Judge.

APPROVED:

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

By: _____ Date: _____
Lori Upton
Chief Executive Officer
Southeast Texas Regional Advisory Council

04/19/2024

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

County Judge and Commissioners:

This agenda item is the renewal of the contract between Waller County and South East Texas Regional Advisory Council (SETRAC).

Waller County has deployed SETRAC to assist during emergencies, such as the plane crash at Houston Executive Airport and also a mass medical event at Prairie View A&M University.

The fact that SETRAC provided mass transportation for injured individuals and assisted with Mass Casualty Events demonstrates their crucial role in disaster response and public safety.

The agreement aims to facilitate coordination between Waller County and SETRAC/CMOC during disaster drills, actual emergencies, or public health crises.

The CMOC (medical coordination, communication, and information center) is established by the Regional Healthcare Preparedness Coalition of SETRAC. It enables immediate resource assessment during emergencies.

Respectfully,

B. Cantrell

Brian Cantrell
Fire Marshal
Waller County

DocuSign Envelope ID: 6BFB5EE3-6808-47A7-A6EA-7977B32753E2

Please fill in your contact information below:

	Name	Email	Phone
Primary Business Contact			
Invoicing Contact			
Legal Contact			
Software Administrator Contact			
Privacy HIPAA Contact			
Tax Exempt	YES OR NO	If YES, return Exempt Certificate with Agreement	
Purchase Order Required?	YES OR NO	If YES, return PO with Agreement	

Quote Date:	09/07/2023
Customer Name:	Waller County Fire Ma
Quote #:	Q-131653
Quote Expiration date:	06/30/2024
ESO Account Manager:	Wade Estes

CUSTOMER CONTACT

Customer	Waller County Fire Marshal
Name	Brian Cantrell
Email	b.cantrell@wallercounty.us
Phone	979-826-7785

BILLING CONTACT

Payor	Waller County Fire Marshal	Address	,
Name		Billing Frequency	Annual
Email		Initial Term	12 months
Phone			

Fire

Product	Volume	Total	Fee Type
ESO Inspections	1 Stations	$595.00	Recurring
ESO Properties	1 Stations	$495.00	Recurring
ESO Activities - Fire and Fire/EMS Agencies	1 Stations	$295.00	Recurring
Fire Setup & Online Training	1 Sessions	$595.00	One-time
IFC - 2021 - National Code Set	1 Stations	$495.00	One-time

Total Recurring Fees	$	1,385.00
Total One-Time Fees	$	1,090.00
TOTAL FEES	$	2,475.00

Quote Date:	09/07/2023
Customer Name:	Waller County Fire Ma
Quote #:	Q-131653
Quote Expiration date:	06/30/2024
ESO Account Manager:	Wade Estes

TERMS AND CONDITIONS:

1. If the Customer indicated above has an ESO Master Subscription and License Agreement (MSLA) dated on or after February 20, 2017, then that MSLA will govern this Quote. **Otherwise, Customer intends and agrees that this Quote adopts and incorporates the terms and conditions of the ESA and associated HIPAA business associate agreement hosted at the following web address, and that the products and services ordered above are subject thereto:**

https://www.eso.com/legal-terms/

2. The Effective Date of this Quote shall be the date of Customer's signature.

3. Customer is responsible for the payment of all Fees shown. ESO will accept Fee payment from a payor (if indicated above) if ESO has an appropriate agreement with the Payor.

4. ESO reserves the right to not accept any Quote signed after the Quote Expiration Date.

Waller County Fire Marshal

Signature: _____

Print Name: _____

Title: _____

Date: _____

For Fire, the following payment terms apply:
Fees are invoiced at the Billing Frequency 15 days after the Effective Date, with recurring fees due on the anniversary.

Quote Date:	09/07/2023
Customer Name:	Waller County Fire Ma
Quote #:	Q-131653
Quote Expiration date:	06/30/2024
ESO Account Manager:	Wade Estes

Fire

Product	Description
Fire Setup & Online Training	Setup and Webinar Training Session for ESO Fire.
ESO Inspections	Includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections.
ESO Properties	Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections).
IFC - 2021 - National Code Set	Complete set of IFC 2021 Code set in the software used for inspections.

BUSINESS ASSOCIATE AGREEMENT

Customer (or the governing or controlling authority thereof), as indicated on Quote or other ordering document ("Customer") and ESO Solutions, Inc. ("Business Associate") agree that this HIPAA Business Associate Addendum is entered into as of the date indicated on the duly executed Quote or other ordering document ("Effective Date") for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity").

Pursuant to the underlying business arrangements between the parties (the "Agreement") and effective as of the effective date of the Agreement ("Effective Date"), Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions set forth in this HIPAA Business Associate Addendum ("Addendum").

1. Scope. This Addendum applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.

2. Definitions. For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").

3. Compliance with Applicable Law. The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.

4. Permissible Use and Disclosure of PHI. Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement and as required by law. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.

5. Limitations on Use and Disclosure of PHI. Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.

6. Required Safeguards to Protect PHI. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.

7. Reporting to Covered Entity. Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) any use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing, Covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.

8. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.

9. Agreements by Third Parties. Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.

10. Access to PHI. Within five business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.

11. Amendment of PHI. Within five business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by

45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five business days forward such request to the Covered Entity.

12. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.

13. Accounting of Disclosures. Within five business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.

14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.

15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven business days of receipt of such request.

16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this Addendum or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this Addendum; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this Addendum or by operation of law or in equity.

18. Effect of Termination of Agreement. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.

19. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.

20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.

21. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:

    21.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside ESO's Software over the public Internet; and

    21.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to ESO's Software.

22. Third Party Rights. The terms of this Addendum do not grant any rights to any parties other than Business Associate and the Covered Entity.

23. Signatures. The signatures to the Agreement (or the document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed signatures hereof, whether manual, electronic or facsimile.

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF WALLER §

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KATY, TEXAS AND WALLER COUNTY, TEXAS RELATING TO PLAN REVIEW, INSPECTIONS, AND PERMITTING FOR TEXAS HERITAGE MARKETPLACE DEVELOPMENT

The purpose of this non-binding Memorandum of Understanding between Waller County, Texas (the "County") and the City of Katy, Texas (the "City"), or collectively the "Parties", is to memorialize the mutual intent of the Parties to work cooperatively in pursuit of the Texas Heritage Marketplace development.

RECITALS

WHEREAS, the Texas Heritage Marketplace development, located at Texas Heritage Parkway and Interstate 10 and further described by survey map and metes and bounds attached hereto as **Exhibit A** (the "Development"), is currently within the extraterritorial jurisdiction of the City of Katy and subject to Waller County's jurisdiction, but ultimately will be within the City's corporate limits and subject to the jurisdiction of the City; and

WHEREAS, the developer is moving forward with the Development and has requested this MOU for plan review, inspections, and permitting as related to the Texas Heritage Marketplace development; and

WHEREAS, the Parties agree that plan review, inspections, and permitting for the Texas Heritage Marketplace development by the County in addition to the City would constitute an extra, unnecessary step and a waste of the County's resources; and

WHEREAS, the Parties further recognize that Brookshire Katy Drainage District is the plan review and permitting authority for drainage within the Development.

NOW, THEREFORE, in order to work cooperatively and in good faith to advance their mutual objectives with respect to the Texas Heritage Marketplace development, the Parties enter in to this Memorandum of Understanding and agree as follows:

Section 1. The City shall be the entity to conduct the plan review, inspections, and permitting required for the Texas Heritage Marketplace development.

Section 2. No additional plan review, inspections, or permitting for the Development will be required by the County.

Section 3. Brookshire-Katy Drainage District will serve as the reviewing and permitting entity for drainage purposes for the Texas Heritage Marketplace development.

Section 4. The City will file with the County a copy of each plat approved by the City for the Development, provided that the County will have no approval rights with respect thereto.

IN WITNESS WHEREOF, the undersigned Parties acknowledge and agree to this Memorandum of Understanding:

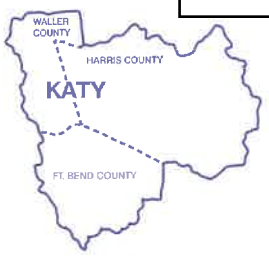
WALLER COUNTY, TEXAS	CITY OF KATY, TEXAS
_____	_____
Carbett "Trey" J. Duhon III	William H. "Dusty" Thiele
Date: _____	Date: _____
ATTEST:	ATTEST:
_____	_____
Debbie Hollan, County Clerk	Becky L. McGrew, City Secretary

EXHIBIT A

Survey Map and Metes and Bounds Description

INCORPORATED IN 1945

City of Katy



HUB CITY OF THREE COUNTIES

RESOLUTION NO. 1605

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KATY, TEXAS, AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KATY, TEXAS AND WALLER COUNTY, TEXAS RELATING TO PLAN REVIEW, INSPECTIONS AND PERMITTING FOR TEXAS HERITAGE MARKETPLACE DEVELOPMENT.

* * * * * * * * *

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KATY, TEXAS:

Section 1. That the City Council of the City of Katy, Texas, hereby authorizes the Mayor to sign a Memorandum of Understanding between the City of Katy, Texas and Waller County, Texas relating to plan review, inspections and permitting for Texas Heritage Marketplace Development, under the terms and conditions set forth in Exhibit "A" attached hereto and incorporated herein for all purposes.

PASSED AND APPROVED on this 13th day of May, 2024.

CITY OF KATY, TEXAS

By: _____
William H. Thiele, Mayor

ATTEST:

_____
Becky L. McGrew, City Secretary

APPROVED:

_____
Justin Pruitt, Acting City Attorney

Exhibit A

Resolution No. 1605

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF WALLER §

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KATY, TEXAS AND WALLER COUNTY, TEXAS RELATING TO PLAN REVIEW, INSPECTIONS, AND PERMITTING FOR TEXAS HERITAGE MARKETPLACE DEVELOPMENT

The purpose of this non-binding Memorandum of Understanding between Waller County, Texas (the "County") and the City of Katy, Texas (the "City"), or collectively the "Parties", is to memorialize the mutual intent of the Parties to work cooperatively in pursuit of the Texas Heritage Marketplace development.

RECITALS

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WHEREAS, the developer is moving forward with the Development and has requested this MOU for plan review, inspections, and permitting as related to the Texas Heritage Marketplace development; and

WHEREAS, the Parties agree that plan review, inspections, and permitting for the Texas Heritage Marketplace development by the County in addition to the City would constitute an extra, unnecessary step and a waste of the County's resources; and

WHEREAS, the Parties further recognize that Brookshire Katy Drainage District is the plan review and permitting authority for drainage within the Development.

NOW, THEREFORE, in order to work cooperatively and in good faith to advance their mutual objectives with respect to the Texas Heritage Marketplace development, the Parties enter in to this Memorandum of Understanding and agree as follows:

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Section 3. Brookshire-Katy Drainage District will serve as the reviewing and permitting entity for drainage purposes for the Texas Heritage Marketplace development.

Section 4. The City will file with the County a copy of each plat approved by the City for the Development, provided that the County will have no approval rights with respect thereto.

IN WITNESS WHEREOF, the undersigned Parties acknowledge and agree to this Memorandum of Understanding:

WALLER COUNTY, TEXAS

Carbett "Trey" J. Duhon III

Date: _____

ATTEST:

Debbie Hollan,
County Clerk

CITY OF KATY, TEXAS

William H. "Dusty" Thiele, Mayor

Date: May 13, 2024

ATTEST:

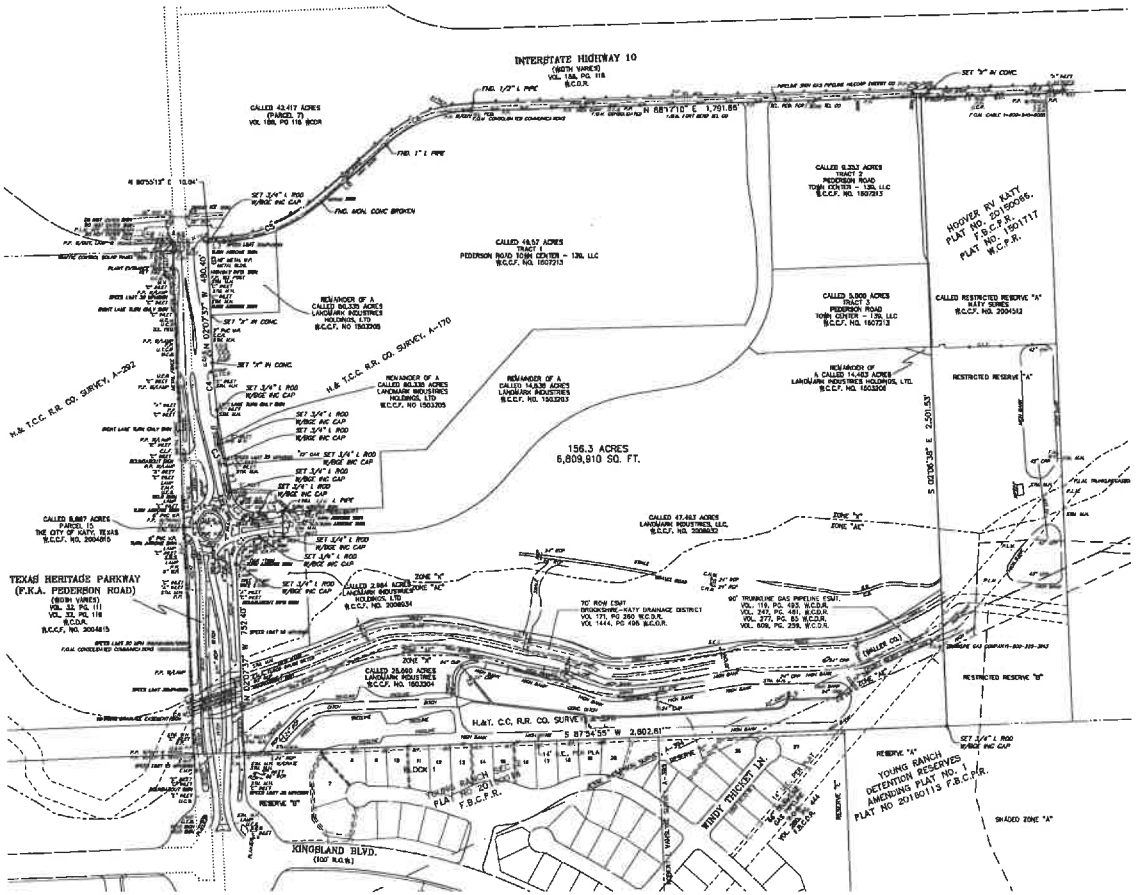
Becky L. McGrew,
City Secretary

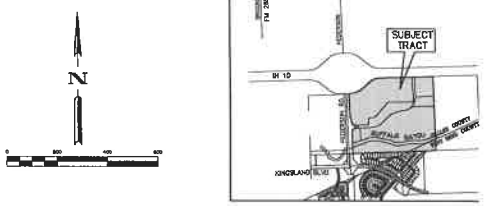
EXHIBIT A

Survey Map and Metes and Bounds Description

LEGEND

B.	BOLLARD
B.C.	BRICK COLUMN
B.F.	BOARD FENCE
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.O.	C.L.E.M. CUT
CPP	CORRUGATED PLASTIC PIPE
C.T.B.	CONCRETE TRAFFIC BARRIER
E.C.R.	ELECTRIC CONDUIT RISER
E.M.P.	ELECTRIC METER POLE
EASMT.	EASEMENT
F.B.C.C.R.	FORT BEND COUNTY DEED RECORDS
F.B.C.P.R.	FORT BEND COUNTY PLAT RECORDS
F.H.	FIRE HYDRANT
FND.	FOUND
F.O.M.	FIBER OPTIC MARKER
G.P.	GATE POST
G.R.	GUARD RAIL
I.	IRON
M.H.	MANHOLE
NO.	NUMBER
PED.	PEDESTAL
P.F.	PIPE FLAG
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
S.E.T.	SAFETY END TREATMENT
S.N.S.	STREET NAME SIGN
SQ. FT.	SQUARE FEET
S.S.	STOP SIGN
STM.	STORM
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
TRANS.	TRANSFORMER
T.V.	TELEVISION
U.C.B.	UNDERGROUND CABLE BOX
U.C.M.	UNDERGROUND CABLE MARKER
U.E.	UTILITY EASEMENT
U.E.B.	UNDERGROUND ELECTRIC BOX
U.V.	UNDERGROUND VAULT
VOL.	VOLUME
W.C.	WOOD COLUMN
W.C.C.F.	WALLER COUNTY CLERK'S FILE
W.C.P.R.	WILLIAMSON COUNTY PLAT RECORDS
W.I.F.	WROUGHT IRON FENCE
W.V.	WATER VALVE
W.W.	WATER WELL





VICINITY MAP
N.T.S.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 87°51'17" E	83.40'
L3	N 01°08'43" W	100.00'
L5	S 87°51'17" W	83.77'
L4	N 08°32'48" W	103.42'
L5	N 11°37'44" W	22.71'
L6	N 01°07'37" W	138.21'
L7	N 88°17'10" E	67.36'
L8	N 68°17'10" E	345.33'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	157.05'	100.00'	89°58'56"	N 42°51'30" E	141.40'
C2	156.41'	100.56'	89°09'16"	N 82°04'21" E	141.12'
C3	84.15'	75.00'	48°00'16"	N 36°27'48" W	83.31'
C4	188.75'	2,412.50'	4°28'03"	N 03°11'44" W	188.70'
C5	427.83'	612.96'	40°00'00"	N 68°17'10" E	419.29'
C6	372.08'	533.96'	40°00'00"	N 68°17'10" E	364.57'

NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE 4204 AND REFERENCED TO MONUMENTS FOUND ALONG THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 10 AS SHOWN HEREON. SCALE FACTOR = 0.99987
2. THE PROPERTY LIES IN UNSHADED ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AND IN ZONE AE" (SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT – BASE FLOOD ELEVATIONS DETERMINED) AS ESTIMATED ON THE FLOOD INSURANCE RATE MAP FOR WALLER COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48473C0335 E, EFFECTIVE FEBRUARY 18, 2009 AND THE FLOOD INSURANCE RATE MAP FOR FORT BEND COUNTY, TEXAS AND INCORPORATED AREAS, MAP NUMBER 48157C0045 L, REVISED APRIL 2, 2014, MAP REVISED PER LETTER OF MAP REVISION (LOMR) CASE NO. 19-06-2809P AND DATED EFFECTIVE JANUARY 31, 2020. ALL FLOOD ZONE BOUNDARIES SHOWN HEREON ARE APPROXIMATE AND ARE NOT EXPECTED AS A RESULT OF AN ON THE GROUND SURVEY.
3. THE SQUARE FOOTAGE VALUE SHOWN HEREON IS A MATHEMATICAL VALUE CALCULATED FROM THE BOUNDARY DATA SHOWN HEREON. THIS VALUE IN NO WAY REPRESENTS THE PRECISION OF CLOSURE OF THIS SURVEY OR THE ACCURACY OF CORNER MONUMENTS FOUND OR PLACED.
4. THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY XXXXXX TITLE COMPANY AND COUNTERSIGNED BY XXXXXX TITLE COMPANY UNDER G.F. NUMBER XXXXXX, DATED EFFECTIVE XXXX XX, 2015 AND ISSUED ON XXXX XX, 2016.
5. PROPERTY IS SUBJECT TO RESTRICTIVE COVENANTS SET OUT IN HARRIS COUNTY CLERK'S FILE NUMBER
6. PROPERTY IS SUBJECT TO A ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT ACREAGE TRACTS, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED IN A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES (AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS).
7. THE NOTES AND BOUNDS DESCRIPTION SHOWN HEREON IS BEING ISSUED UNDER SEPARATE COVER OF EVEN DATE.
8. ANY VISIBLE IMPROVEMENTS TO THE PROPERTY ARE AS SHOWN ON THIS SURVEY.
9. NO TITLE DOCUMENT WAS PROVIDED AND THE SURVEYOR DID NOT ABSTRACT THE PROPERTY FOR RECORD INSTRUMENTS THAT MAY AFFECT, RESTRICT, OR OTHERWISE ENCUMBER SUBJECT TRACT.
10. THE SURVEYOR HAS MADE A PRELIMINARY, BEST GUESS IDENTIFICATION OF THE TREES SHOWN HEREON. THE SURVEYOR IS NOT QUALIFIED TO CONCLUSIVELY IDENTIFY EACH TREE. A CONCLUSIVE IDENTIFICATION OF EACH TREE CAN ONLY BE MADE BY A QUALIFIED TREE SPECIALIST. TO ASSIST IN THIS PROCESS, THIS MAP'S TREE TABLE SHOWS A TREE NUMBER THAT WILL CORRESPOND TO A NUMBERED TREE TAG ON EACH TREE IN THE FIELD.
11. THE SURVEYOR LOCATED UTILITIES BASED ON VISIBLE SURFACE EVIDENCE. THE CLIENT HAS NOT PROVIDED UTILITY PLANS AT THE TIME OF THIS SURVEY.
12. FENCES SHOWN HEREON ARE GRAPHIC ONLY. THE DIMENSIONED TIES SHOWN HEREON ARE AT LOCATIONS THAT WERE PHYSICALLY MEASURED. THE FENCE LINES MAY MEANDER BETWEEN SAID MEASURED LOCATIONS.
13. THE SURVEYOR IS SHOWING PAINT MARKS AND PIN FLAGS AS PLACED AND DELINEATED ON THE PROPERTY BY OTHERS. THE SURVEYOR ASSUMES NO RESPONSIBILITY FOR THEIR CORRECTNESS. THESE PAINT MARKS AND PIN FLAGS ARE INTENDED TO BE SHOWING THE APPROXIMATE LOCATION OF UNDERGROUND UTILITIES. THE EXISTENCE, TYPE OR NATURE OF THE UTILITY AND ACTUAL PHYSICAL UNDERGROUND LOCATIONS OF THE UTILITIES HAS NOT BEEN FIELD VERIFIED.

DESCRIPTION OF A 156.3 ACRE TRACT OF LAND SITUATED IN THE H. & T.C. R.R. CO. SURVEY, ABSTRACT NO. 170 CITY OF KATY WALLER COUNTY, TEXAS FORT BEND COUNTY, TEXAS

BEING a 156.3 acre tract of land situated in the H. & T.C. R.R. Co Survey, Abstract No. 170 of Waller County and Fort Bend County, Texas and being all of a called 48.57 acre tract (Tract1), all of a called 9.253 acre tract (Tract 2) and all of a called 5.000 acre tract (Tract 3), all being described in an instrument to Pederson Road Town Center-139, LLC, recorded under Waller County Clerk's File Number (W.C.C.F. No.) 1807213, being all of the remainder of a called 14.638 acre tract as described in an instrument to Landmark Industries, recorded under W.C.C.F. No. 1503202, being out of the remainder of a called 80.339 acre tract as described in an instrument to Landmark Industries Holdings, Ltd., recorded under W.C.C.F. No. 1503205, being all of a called 47.463 acre tract as described in an instrument to Landmark Industries, LLC recorded under W.C.C.F. No. 2006630, being out of the remainder of a called 14.463 acre tract as described in an instrument to Landmark Industries Holdings, Ltd., recorded under W.C.C.F. No. 1503206, being all of a called 23.660 acre tract as described in an instrument to Landmark Industries, recorded under W.C.C.F. No. 1503204 and being all of a called 2.984 acre tract as described in an instrument to Landmark Industries Holdings, Ltd., recorded under W.C.C.F. No. 2006634, said 156.3 acre tract of land described by metes and bounds as follows, with all bearings based on the Texas Coordinate System of 1983 (NAD83), South Central Zone 4204 and referenced to monuments found along the South right-of-way line of Pederson Road (a/k/a Texas Heritage Parkway) as cited herein and as shown on a survey plat of even date prepared by the undersigned in conjunction with this metes and bounds description:

BEGINNING at a 3/4-inch iron rod with cap stamped "LJA Engineering" found for the Southeast corner of the herein described tract and the Northeast corner of Restricted Reserve "B" of YOUNG RANCH SEC 2, a subdivision plat recorded under Plat No. 20150014 of the Fort Bend County Plat Records (F.B.C.P.R.), lying on the East right-of-way line of Pederson Road (width varies), same being the East line of a called 5.887 acre tract as described in an instrument to the City of Katy, Texas (for the Texas Heritage Parkway) recorded under W.C.C.F. No. 2004815;

THENCE, along and with the East right-of-way line of said Pederson Road (a/k/a Texas Heritage Parkway), same being the West lines of said 23.660 acre tract, said 2.984 acre tract, said remainder of 14.638 acre tract, said remainder of 80.335 acre tract and said 48.57 acre tract, the following courses and distances:

N 02°07'37" W, a distance of 752.40 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the beginning of a tangent curve to the right, same being the Westerly Northeast corner of said 2.984 acre tract;

In a Northeasterly direction, along said curve to the right, an arc distance of 157.05 feet, having a radius of 100.00 feet, a central angle of 89°58'56" and chord which bears N 42°51'30" E, 141.40 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the point of tangency and the Northerly Northeast corner of said 2.984 acre tract;

N 87°51'17" E, a distance of 83.40 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for an interior corner of the herein described tract;

N 02°08'43" W, a distance of 100.00 feet to a 1/2-inch iron pipe found for an interior corner of the herein described tract, lying on the South line of said 48.57 acre tract;

S 87°51'17" W, a distance of 83.77 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the beginning of a non-tangent curve to the right and the Southerly Southeast corner of said 48.57 acre tract;

In a Northwesterly direction, along said curve to the right, an arc distance of 156.41 feet, having a radius of 100.56 feet, a central angle of 89°09'16" and chord which bears N 82°04'21" E, 141.12 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the Westerly Southeast corner of said 48.57 acre tract;

N 08°32'48" W, a distance of 103.42 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for corner;

N 11°37'44" W, a distance of 22.71 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the beginning of a non-tangent curve to the right, from which its center bears N 36°23'04" E, 75.00 feet;

In a Northeasterly direction, along said curve to the right, an arc distance of 84.15 feet, having a radius of 75.00 feet, a central angle of 48°00'16" and chord which bears N 36°27'48" E, 83.31 feet to a 1/2-inch iron pipe with cap stamped "BGE INC" found for the point of tangency;

N 01°07'37" W, a distance of 138.21 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the Northeast corner of the herein described tract, same being the Southeast corner of said 23.660 acre tract, from which its center bears N 62°39'13" E, 2,412.50 feet;

In a Northeasterly direction, along said curve to the right, an arc distance of 188.75 feet, having a radius of 2,412.50 feet, a central angle of 04°28'03" and chord which bears N 03°11'44" W, 188.70 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for corner;

N 01°07'37" W, a distance of 480.40 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the Northwest corner of the herein described tract, same being the Southeast intersection of said Pederson Road (a/k/a Texas Heritage Parkway) and Interstate Highway 10 (IH-10) width varies as recorded under Volume 166, Page 116 of the Waller County Deed Records, from which a found 1/2-inch iron pipe with cap stamped "BGE INC" bears N 89°52' E, 10.0 feet;

THENCE, along and with the South right-of-way line of said IH-10, same being the North lines of said remainder of 80.335 acre tract, said 48.57 acre tract, said remainder of 14.638 acre tract and said 9.253 acre tract, the following courses and distances:

N 88°17'10" E, a distance of 67.36 feet to a 1/2-inch iron rod found for the beginning of a tangent curve to the left;

In a Northeasterly direction, along said curve to the left, an arc distance of 427.83 feet, having a radius of 612.96 feet, a central angle of 40°00'00" and chord which bears N 68°17'10" E, 419.29 feet to a concrete monument found for the point of tangency;

N 48°17'10" E, a distance of 345.33 feet to a 1-inch iron pipe found for the beginning of a tangent curve to the right;

In a Northeasterly direction, along said curve to the right, an arc distance of 372.08 feet, having a radius of 533.96 feet, a central angle of 40°00'00" and chord which bears N 68°17'10" E, 364.57 feet to a 1/2-inch iron pipe found for the point of tangency;

N 88°17'10" E, a distance of 1,791.86 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the Northeast corner of the herein described tract and said 9.253 acre tract, same being the Northwest corner of HOOVER RV KATY, a subdivision plat recorded under Plat No. 20150066 of the F.B.C.P.R. and under Plat No. 1901717 of the Waller County Plat Records (W.C.P.R.);

THENCE, S 02°06'38" E, along and with the West line of said HOOVER RV KATY, same being the East lines of said 9.253 acre tract, said 5.000 acre tract, said remainder of 14.463 acre tract, said 47.463 acre tract and said 23.660 acre tract, a distance of 2,501.53 feet to a 3/4-inch iron rod with cap stamped "BGE INC" set for the Southeast corner of said 23.660 acre tract and the herein described tract, same being the Southeast corner of said HOOVER RV KATY, lying on the North line of Restricted Reserve "A" of YOUNG RANCH DETENTION RESERVES AMENDING PLAT NO. 1, a subdivision plat recorded under Plat No. 20180115 of the F.B.C.P.R.

THENCE, S 87°54'55" W, along and with the North line of said YOUNG RANCH DETENTION RESERVES AMENDING PLAT NO. 1 and YOUNG RANCH SEC 2, same being the South line of said 23.660 acre tract, a distance of 2,902.61 feet to the POINT OF BEGINNING and containing 156.3 acres of land.

PRELIMINARY PENDING FINAL REVIEW

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 8, 13, 16, 17, 19 of Table A thereof. The field work was completed on December 20, 2023.

Date of Plat or Map: December 21, 2023

OWEN JORDAN RPLS NO. 6750
BGE, INC.
10777 WESTHEIMER, SUITE 400
HOUSTON, TEXAS 77042
TELEPHONE: (281) 558-8700

BGE, Inc.
10777 Westheimer, Suite 400, Houston, TX 77042
Tel 281-558-8700 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106500

ALTA/NSPS LAND TITLE SURVEY OF
156.3 ACRES OF LAND
H. & T.C. R.R. CO. SURVEY, A-170
CITY OF K
WALLER COUN
FORT BEND C

PARTY CHIEF:	J.A.	ISSUE DATE:	1
TECHNICIAN:	R.F.	SCALE:	
R.P.L.S.:	O.J.	JOB NUMBER:	
FIELD BOOK NAME:		831	
BASE FILE:			

SHEET 1 OF 1

Item 43.

DocuSign Envelope ID: 48B35E76-9E63-4D01-924F-98B9ABB806CB

AMENDMENT NO. 6 TO
GLO CONTRACT NO. 20-066-011-C074

THE GENERAL LAND OFFICE (the "GLO") and **WALLER COUNTY** ("Subrecipient"), each a "Party" and collectively "the Parties" to GLO Contract No. 20-066-011-C074 (the "Contract"), desire to amend the Contract. Therefore, the Parties agree as follows:

1. **SECTION 3.01** of the Contract is amended to reflect a termination date of **June 30, 2024**.

2. This Amendment shall be effective upon the earlier of the date of the last signature or April 30, 2024.

3. The terms and conditions of the Contract not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS

DocuSign Envelope ID: 48B35E76-9E63-4D01-924F-98B9ABB806CB

SIGNATURE PAGE FOR AMENDMENT NO. 6 TO GLO CONTRACT NO. 20-066-011-C074

GENERAL LAND OFFICE

DocuSigned by:

7C299F4374E7497...

Mark A. Havens, Chief Clerk

Date of execution: 5/2/2024

WALLER COUNTY

DocuSigned by:

B1EA40D8D7C458...

By: Carbett Duhon

Title: Waller County Judge

Date of execution: 5/1/2024

OGC DS

PM DS

SDD DS

DGC DS

GC DS

DLC DS

Certificate Of Completion

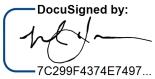
Envelope Id: 48B35E769E634D01924F98B9ABB806CB
Status: Completed
Subject: $0 Amendment No. 6: 20-066-011-C074 - Waller County (Texas GLO)
Source Envelope:
Document Pages: 19
Signatures: 2
Certificate Pages: 5
Initials: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Donna Torres
1700 Congress Ave
Austin, TX 78701
donna.torres@glo.texas.gov
IP Address: 204.65.210.183

Record Tracking

Status: Original
4/24/2024 7:51:09 AM
Holder: Donna Torres
donna.torres@glo.texas.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Ginger Mills ginger.mills@glo.texas.gov Director, CDR Legal Services Texas General Land Office, Office of General Counsel Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS  Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.229	Sent: 4/24/2024 7:58:22 AM Viewed: 4/26/2024 8:45:03 PM Signed: 4/26/2024 8:45:24 PM
Priscilla Salinas priscilla.salinas.glo@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS  Signature Adoption: Uploaded Signature Image Using IP Address: 99.50.237.26	Sent: 4/26/2024 8:45:30 PM Viewed: 4/27/2024 6:58:13 PM Signed: 4/27/2024 6:58:28 PM
Heather Lagrone heather.lagrone.glo@recovery.texas.gov Sr Dep director Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS  Signature Adoption: Pre-selected Style Using IP Address: 104.54.227.24 Signed using mobile	Sent: 4/27/2024 6:58:32 PM Viewed: 4/27/2024 7:28:57 PM Signed: 4/27/2024 7:29:08 PM
Marc Barenblat marc.barenblat@glo.texas.gov Deputy General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS  Signature Adoption: Pre-selected Style Using IP Address: 104.15.130.4	Sent: 4/27/2024 7:29:10 PM Viewed: 4/27/2024 11:10:53 PM Signed: 4/27/2024 11:11:07 PM

Signer Events	Signature	Timestamp
Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 107.129.126.169 Signed using mobile	Sent: 4/27/2024 11:11:09 PM Viewed: 4/29/2024 6:51:56 AM Signed: 4/29/2024 6:52:00 AM
Jennifer Jones jennifer.jones@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.205	Sent: 4/29/2024 6:52:03 AM Viewed: 4/29/2024 10:01:00 AM Signed: 4/29/2024 10:01:07 AM
Carbett Duhon t.duhon@wallercounty.us Waller County Judge Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Drawn on Device Using IP Address: 139.138.150.161	Sent: 4/29/2024 10:01:15 AM Resent: 4/30/2024 11:39:46 AM Viewed: 5/1/2024 8:45:59 AM Signed: 5/1/2024 6:22:42 PM
Mark A. Havens Mark.Havens@GLO.TEXAS.GOV Chief Clerk and Deputy Land Commissioner Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Drawn on Device Using IP Address: 204.65.210.201	Sent: 5/1/2024 6:22:45 PM Viewed: 5/2/2024 11:37:48 AM Signed: 5/2/2024 11:37:55 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
BSO Team bsorequests@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/24/2024 7:56:39 AM

Carbon Copy Events	Status	Timestamp
Joseph Cardona joseph.cardona@glo.texas.gov Team Lead/Contract Manager Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/24/2024 7:56:39 AM Resent: 4/24/2024 7:58:21 AM
Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/24/2024 7:56:39 AM
Kelly McBride kelly.mcbride@glo.texas.gov Director of CMD Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/24/2024 7:56:40 AM
Donna Torres donna.torres@glo.texas.gov Contract Specialist Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/24/2024 7:56:40 AM
Robert Sonnier Bob.Sonnier@glo.texas.gov Purchaser Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/24/2024 7:56:41 AM
Matthew Anderson matthew.anderson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/26/2024 8:45:30 PM
Accounting Team DR.SystemAccess@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/26/2024 8:45:30 PM

Carbon Copy Events	Status	Timestamp
Esmeralda Sanchez Esmeralda.Sanchez.glo@recovery.texas.gov Manager Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/26/2024 8:45:30 PM
Contracts Change Request srcontractchangereq.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/27/2024 6:58:30 PM
Tyler Smith tyler@grantworks.net Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/29/2024 10:01:14 AM
HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/2/2024 11:38:02 AM
Garrett Purcell Garrett.Purcell@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/2/2024 11:38:02 AM
Abby McClean Abby.McClean.glo@Recovery.Texas.Gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/2/2024 11:38:04 AM
Pamela Mathews pamela.mathews.glo@recovery.texas.gov Program Integration Director Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/2/2024 11:38:05 AM
Ryne Zmolik ryne.zmolik.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/2/2024 11:38:05 AM

Carbon Copy Events	Status	Timestamp
Michelle Esper-Martin michelle.espermartin.glo@recovery.texas.gov Management Analyst Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/2/2024 11:38:06 AM
Jeana Bores jeana.bores.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/2/2024 11:38:07 AM
Jacob Geray jacob.geray.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/2/2024 11:38:13 AM
Nichole Gee nichole.gee.ctr@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/2/2024 11:38:17 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/24/2024 7:56:41 AM
Envelope Updated	Security Checked	4/24/2024 7:58:20 AM
Certified Delivered	Security Checked	5/2/2024 11:37:48 AM
Signing Complete	Security Checked	5/2/2024 11:37:55 AM
Completed	Security Checked	5/2/2024 11:38:17 AM

Payment Events	Status	Timestamps

Item 46.

Call us anytime
432-214-0048

MANAGE INVENTORY SIGN ESTIMATE

BROTHERS MOVING & STORAGE

$6,740.65
Not-to-exceed $8,900.00
3 Bedroom House
955 cuft / 6685 lbs
Non-Binding Estimate

Quote #14723 **Not Booked**

Your Move Estimate

Starting on December 28, 2022
Arrival window TBD

Sales

Shaun McCue

Shaun@brothersmovingtexas.com

Your Info

Misty Tesinar

shaun@movebees.com
860-514-2106 (Mobile)

Origin

24155 Joseph Rd
Hockley , TX 77447

House • 0 flights of stairs

Destination

308 W 81st St
Odessa , TX 79764

House • 0 flights of stairs

Notes

3 Day move pack, load and deliver

Job / Activity Schedule

Moving And Packing

12/28/2022 (Arriving: TBD)

Description	Rate	Cost
Moving And Packing		$4,211.55
Fuel Surcharge	20% of labor total	$789.35
Materials (View Details)		$1,547.00
	Tax	$192.75
	Estimated Balance	**$6,740.65**

Attachments



Coverage Options
Click to view



Storage
Click to view



Moving - Checklist
Click to view



Your Rights & Responsibilities
Click to view



Addendum - Potential Additiona Charges
Click to view



Brothers Moving and Storage Terms & Conditions
Click to view

TXDMV 007061571C , USDOT 2937499

Powered by SmartMoving

SEDALCO
CONSTRUCTION SERVICES

22523 Business Node Pay App #18 April 2024 (R0)

Printed 4/29/2024 5:53 PM

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Waller County
PROJECT: Waller Co. Business Node
APPLICATION NO: 18
Distribution to:
X OWNER
X ARCHITECT
X CONTRACTOR

PERIOD TO: 30-Apr-24

FROM CONTRACTOR: SEDALCO, INC.
4100 Fossil Creek Blvd
Fort Worth, Tx 76137
VIA ARCHITECT: BSW Architect, Inc.

ARCHITECT'S PROJECT NOS: Multiple

CONTRACT FOR: New Construction
CONTRACT DATE: 6.1.2022

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM (Exhibit B)		$ 1,273,310.00
2a. Net change by Exhibits		$ 41,310,633.00
2b. Net change by Change Orders		$ 369,352.95
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 43,323,295.95
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 11,301,349.33
5. RETAINAGE:		
a. 5 % of Construction Cost (Column D + E on G703)	$ 174,337.53	
b. 5 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 174,337.53
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 10,927,011.80
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 10,203,307.95
8. CURRENT PAYMENT DUE		$ 723,703.85
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 32,396,284.15

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$42,137,037.82	$0.00
Total approved this Month	$12,878.13	$0.00
TOTALS	$42,149,915.95	$0.00
NET CHANGES by Change Order	$42,149,915.95	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR
By: _____ Date: 05/3/2024

State of TEXAS
County of [illegible]
Subscribed and sworn to before me this 3rd day of May
Notary Public
My Commission expires

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $ 723,703.85

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT
By: Charles L. Goodman Date: 04/30/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

EXHIBIT & CHANGE ORDER SUMMARY
(Breakdown of line 2)

Date Approved	Description	AMOUNT	PROJECT
2.6.2023	EXHIBIT C AMENDMENT	$1,315,059.00	Courthouse & Swing Space Design
5.17.2023	EXHIBIT L AMENDMENT	$1,825,812.00	Swing Space Construction
8.2.2023	EXHIBIT L CHANGE ORDER 1	$122,435.85	Swing Space Construction
10.4.2023	EXHIBIT L CHANGE ORDER 2	$233,965.97	Swing Space Construction
10.4.2023	EXHIBIT F AMENDMENT	$38,639,762.00	Courthouse Construction
3.6.2024	EXHIBIT F CHANGE ORDER 3	$12,878.13	Swing Space Construction
	2. Net change by Exhibits & Change Orders	$42,149,915.95	

Swing Space Design (Non-Retainage items)	$0.00	1	$0.00
Swing Space General Conditions (Non-Retainage items)	$0.00	1	$0.00
Swing Space Construction (Retainage items)	$12,878.13	0.95	$12,234.22
Swing Space Released Retainage	$643.91	1	$643.91
Court House Design (Non-Retainage items)	$33,026.91	1	$33,026.91
Court House General Conditions (Non-Retainage items)	$161,924.82	1	$161,924.82
Court House Construction (Retainage items)	$543,815.25	0.95	$515,373.99
8. CURRENT PAYMENT DUE			$723,703.85

Total Design Cost	$33,026.91
Total Construction Cost	$690,676.94
8. CURRENT PAYMENT DUE	$723,703.85

APPROVED DANNY ROTHE WC/DF/CM 5/8/2024 D.R. Roth

Courthouse

SEDALCO
CONSTRUCTION SERVICES

22523 Business Node Pay App #18 April 2024 (R0)

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CONTINUATION SHEET

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PERIOD TO: 4/30/2024
ARCHITECT'S PROJECT NO.: Multiple

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ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
	SWING SPACE DESIGN BUILD SERVICES														
1.1	Swing Space Design Fees & C.A. Services	0.000	145,800.00	145,800.00	67,654.00	213,454.00	0.00	213,454.00	213,454.00	0.00	0.00	213,454.00	100%	0.00	0.00
1.2	Swing Space FF&E Design Fees	0.000	18,200.00	18,200.00	7,517.00	23,717.00	0.00	23,717.00	5,000.00	0.00	0.00	5,000.00	21%	18,717.00	0.00
1.3	Swing Space As-Built	0.000	9,800.00	9,800.00	0.00	9,800.00	0.00	9,800.00	9,800.00	0.00	0.00	9,800.00	100%	0.00	0.00
1.4	Swing Space Reimbursable Allw.	0.000	5,000.00	5,000.00	0.00	5,000.00	0.00	5,000.00	3,250.00	0.00	0.00	3,250.00	65%	1,750.00	0.00
1.5	General Conditions	0.000	0.00	0.00	365,535.00	365,535.00	0.00	365,535.00	365,535.00	0.00	0.00	365,535.00	100%	0.00	0.00
1.6	Mobilization (Temp. Fence, Trailer, Etc.)	0.000	0.00	0.00	15,000.00	15,000.00	0.00	15,000.00	15,000.00	0.00	0.00	15,000.00	100%	0.00	0.00
1.7	Subcontractor Default Insurance	0.000	0.00	0.00	17,739.00	17,739.00	0.00	17,739.00	17,739.00	0.00	0.00	17,739.00	100%	0.00	0.00
1.8	General Liability & Builder's Risk Insurance	0.000	0.00	0.00	9,006.00	9,006.00	0.00	9,006.00	9,006.00	0.00	0.00	9,006.00	100%	0.00	0.00
1.9	AGC Fees	0.000	0.00	0.00	3,803.00	3,803.00	0.00	3,803.00	3,803.00	0.00	0.00	3,803.00	100%	0.00	0.00
1.11	Payment & Performance Bonds	0.000	0.00	0.00	33,304.00	33,304.00	0.00	33,304.00	33,304.00	0.00	0.00	33,304.00	100%	0.00	0.00
1.12	Design/Builder Overhead & Profit	0.000	7,731.00	7,731.00	78,839.00	86,570.00	0.00	86,570.00	86,570.00	0.00	0.00	86,570.00	100%	0.00	0.00
8.0	Demolition														
8.1	Mobilization	0.000	0.00	0.00	1,150.00	1,150.00	0.00	1,150.00	1,150.00	0.00	0.00	1,150.00	100%	0.00	0.00
8.2	Interior Demo	0.000	0.00	0.00	19,879.00	19,879.00	0.00	19,879.00	19,879.00	0.00	0.00	19,879.00	100%	0.00	0.00
8.3	MEP Demo	0.000	0.00	0.00	5,435.00	5,435.00	0.00	5,435.00	5,435.00	0.00	0.00	5,435.00	100%	0.00	0.00
8.4	Saw cut	0.000	0.00	0.00	5,550.00	5,550.00	0.00	5,550.00	5,550.00	0.00	0.00	5,550.00	100%	0.00	0.00
8.5	Demobilization	0.000	0.00	0.00	900.00	900.00	0.00	900.00	900.00	0.00	0.00	900.00	100%	0.00	0.00
8.6	PCO ALLW-1 Mold Remediation Balance (See Line Item 9.3A and 21.4)	0.000	0.00	0.00	12,727.00	12,727.00	0.00	12,727.00	12,727.00	0.00	0.00	12,727.00	100%	0.00	0.00
9.0	Sitework														
9.1	Storm Drain Materials	0.000	0.00	0.00	33,500.00	33,500.00	0.00	33,500.00	33,500.00	0.00	0.00	33,500.00	100%	0.00	0.00
9.2	Storm Drain Labor	0.000	0.00	0.00	36,500.00	36,500.00	0.00	36,500.00	36,500.00	0.00	0.00	36,500.00	100%	0.00	0.00
9.3	Tree Trimming & Removal	0.000	0.00	0.00	16,200.00	16,200.00	0.00	16,200.00	16,200.00	0.00	0.00	16,200.00	100%	0.00	0.00
9.3A	Offset for Line Item 8.6	0.000	0.00	0.00	-12,727.00	-12,727.00	0.00	-12,727.00	-12,727.00	0.00	0.00	-12,727.00	100%	0.00	0.00
10.0	Concrete Work														
10.1	Concrete Material (Pads & Pour-backs)	0.000	0.00	0.00	13,500.00	13,500.00	0.00	13,500.00	13,500.00	0.00	0.00	13,500.00	100%	0.00	0.00
10.2	Concrete Labor (Pads & Pour-backs)	0.000	0.00	0.00	17,500.00	17,500.00	0.00	17,500.00	17,500.00	0.00	0.00	17,500.00	100%	0.00	0.00
11.0	Carpentry & Millwork														
11.1	Millwork & Countertops	0.000	0.00	0.00	34,206.00	34,206.00	0.00	34,206.00	34,206.00	0.00	0.00	34,206.00	100%	0.00	0.00
12.0	Roofing														
12.1	Roof & Gutter Repairs	0.000	0.00	0.00	24,500.00	24,500.00	0.00	24,500.00	24,500.00	0.00	0.00	24,500.00	100%	0.00	0.00
13.0	Openings														
13.1	Door, Frame, & Hardware Materials	0.000	0.00	0.00	104,030.00	104,030.00	0.00	104,030.00	104,030.00	0.00	0.00	104,030.00	100%	0.00	0.00
13.2	Door, Frame, & Hardware Installation	0.000	0.00	0.00	9,975.00	9,975.00	0.00	9,975.00	9,975.00	0.00	0.00	9,975.00	100%	0.00	0.00
14.0	Glass and Glazing System														
14.1	Glazing & Windows	0.000	0.00	0.00	20,000.00	20,000.00	0.00	20,000.00	20,000.00	0.00	0.00	20,000.00	100%	0.00	0.00
15.0	Finishes														
15.1	Plaster	0.000	0.00	0.00	77,300.00	77,300.00	0.00	77,300.00	77,300.00	0.00	0.00	77,300.00	100%	0.00	0.00
15.2	Cold Formed Metal Framing & Drywall	0.000	0.00	0.00	107,456.00	107,456.00	0.00	107,456.00	107,456.00	0.00	0.00	107,456.00	100%	0.00	0.00
15.3	Acoustical Ceilings	0.000	0.00	0.00	44,000.00	44,000.00	0.00	44,000.00	44,000.00	0.00	0.00	44,000.00	100%	0.00	0.00
15.4	LVT Flooring	0.000	0.00	0.00	34,500.00	34,500.00	0.00	34,500.00	34,500.00	0.00	0.00	34,500.00	100%	0.00	0.00

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CONSTRUCTION SERVICES

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ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
15.5	Parding	0.000	0.00	0.00	33,400.00	33,400.00	0.00	33,400.00	33,400.00	0.00	0.00	33,400.00	100%	0.00	0.00
15.6	Power Wash & Cleaning	0.000	0.00	0.00	2,800.00	2,800.00	0.00	2,800.00	2,800.00	0.00	0.00	2,800.00	100%	0.00	0.00
16.0	Specialties														
16.1	Flagpoles	0.000	0.00	0.00	4,000.00	4,000.00	0.00	4,000.00	4,000.00	0.00	0.00	4,000.00	100%	0.00	0.00
17.0	Mechanical - Plumbing														
17.1	Labor, Materials, Equipment	0.000	0.00	0.00	21,400.00	21,400.00	0.00	21,400.00	21,400.00	0.00	0.00	21,400.00	100%	0.00	0.00
18.0	Mechanical - HVAC														
18.1	Mobilization	0.000	0.00	0.00	6,959.00	6,959.00	0.00	6,959.00	6,959.00	0.00	0.00	6,959.00	100%	0.00	0.00
18.1	HVAC Demo Labor	0.000	0.00	0.00	7,352.00	7,352.00	0.00	7,352.00	7,352.00	0.00	0.00	7,352.00	100%	0.00	0.00
18.3	HVAC Equipment Material	0.000	0.00	0.00	220,427.00	220,427.00	0.00	220,427.00	220,427.00	0.00	0.00	220,427.00	100%	0.00	0.00
18.4	HVAC Specialties & Trim Material	0.000	0.00	0.00	4,301.00	4,301.00	0.00	4,301.00	4,301.00	0.00	0.00	4,301.00	100%	0.00	0.00
18.5	HVAC Specialties & Trim Labor	0.000	0.00	0.00	7,505.00	7,505.00	0.00	7,505.00	7,505.00	0.00	0.00	7,505.00	100%	0.00	0.00
18.6	Copper Material	0.000	0.00	0.00	863.00	863.00	0.00	863.00	863.00	0.00	0.00	863.00	100%	0.00	0.00
18.7	Copper Labor	0.000	0.00	0.00	6,703.00	6,703.00	0.00	6,703.00	6,703.00	0.00	0.00	6,703.00	100%	0.00	0.00
18.8	HVAC Insulation Subcontractor	0.000	0.00	0.00	8,400.00	8,400.00	0.00	8,400.00	8,400.00	0.00	0.00	8,400.00	100%	0.00	0.00
18.9	HVAC Duct work Subcontractor	0.000	0.00	0.00	34,440.00	34,440.00	0.00	34,440.00	34,440.00	0.00	0.00	34,440.00	100%	0.00	0.00
18.10	HVAC Test & Balance Subcontractor	0.000	0.00	0.00	3,150.00	3,150.00	0.00	3,150.00	3,150.00	0.00	0.00	3,150.00	100%	0.00	0.00
18.11	HVAC Rigging & Hoisting Subcontractor	0.000	0.00	0.00	1,080.00	1,080.00	0.00	1,080.00	1,080.00	0.00	0.00	1,080.00	100%	0.00	0.00
18.12	HVAC Startup	0.000	0.00	0.00	2,284.00	2,284.00	0.00	2,284.00	2,284.00	0.00	0.00	2,284.00	100%	0.00	0.00
18.13	Close out Documents	0.000	0.00	0.00	500.00	500.00	0.00	500.00	500.00	0.00	0.00	500.00	100%	0.00	0.00
19.0	Electrical Systems														
19.1	Underground Material	0.000	0.00	0.00	1,734.00	1,734.00	0.00	1,734.00	1,734.00	0.00	0.00	1,734.00	100%	0.00	0.00
19.2	Underground Labor	0.000	0.00	0.00	353.00	353.00	0.00	353.00	353.00	0.00	0.00	353.00	100%	0.00	0.00
19.3	Raceway Material	0.000	0.00	0.00	8,626.00	8,626.00	0.00	8,626.00	8,626.00	0.00	0.00	8,626.00	100%	0.00	0.00
19.4	Raceway Labor	0.000	0.00	0.00	12,699.00	12,699.00	0.00	12,699.00	12,699.00	0.00	0.00	12,699.00	100%	0.00	0.00
19.5	Wire Material	0.000	0.00	0.00	5,857.00	5,857.00	0.00	5,857.00	5,857.00	0.00	0.00	5,857.00	100%	0.00	0.00
19.6	Wire Labor	0.000	0.00	0.00	5,953.00	5,953.00	0.00	5,953.00	5,953.00	0.00	0.00	5,953.00	100%	0.00	0.00
19.7	Gear Material	0.000	0.00	0.00	11,448.00	11,448.00	0.00	11,448.00	11,448.00	0.00	0.00	11,448.00	100%	0.00	0.00
19.8	Gear Labor	0.000	0.00	0.00	1,045.00	1,045.00	0.00	1,045.00	1,045.00	0.00	0.00	1,045.00	100%	0.00	0.00
19.9	Fixture Material	0.000	0.00	0.00	44,592.00	44,592.00	0.00	44,592.00	44,592.00	0.00	0.00	44,592.00	100%	0.00	0.00
19.00	Fixture Labor	0.000	0.00	0.00	7,703.00	7,703.00	0.00	7,703.00	7,703.00	0.00	0.00	7,703.00	100%	0.00	0.00
20.10	Device Material	0.000	0.00	0.00	305.00	305.00	0.00	305.00	305.00	0.00	0.00	305.00	100%	0.00	0.00
20.20	Device Labor	0.000	0.00	0.00	2,198.00	2,198.00	0.00	2,198.00	2,198.00	0.00	0.00	2,198.00	100%	0.00	0.00
20.30	Demo Labor	0.000	0.00	0.00	1,000.00	1,000.00	0.00	1,000.00	1,000.00	0.00	0.00	1,000.00	100%	0.00	0.00
20.40	Temporary Power	0.000	0.00	0.00	5,637.00	5,637.00	0.00	5,637.00	5,637.00	0.00	0.00	5,637.00	100%	0.00	0.00
20.0	Life Safety Systems														
20.1	Fire Alarm	0.000	0.00	0.00	16,721.00	16,721.00	0.00	16,721.00	16,721.00	0.00	0.00	16,721.00	100%	0.00	0.00
21.0	Allowances & Contingencies														
21.1	Owner Contingency	0.000	0.00	0.00	32,150.00	32,150.00	0.00	32,150.00	32,150.00	0.00	0.00	32,150.00	100%	0.00	0.00
21.2	Designr/Builder Contingency	0.000	0.00	0.00	32,150.00	32,150.00	0.00	32,150.00	32,150.00	0.00	0.00	32,150.00	100%	0.00	0.00
21.3	Building Permit Allowance	0.000	0.00	0.00	2,099.00	2,099.00	0.00	2,099.00	2,099.00	0.00	0.00	2,099.00	100%	0.00	0.00
21.4	Mold Removal / Remediation Allowance	0.000	0.00	0.00	15,000.00	15,000.00	0.00	15,000.00	15,000.00	0.00	0.00	15,000.00	100%	0.00	0.00

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21.5	Interior Signage Allowance	0.000	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
21.6	Repair / Reconfigure Existing Sign Allowance	0.000	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
21.7	Ornamental Gates / Hardware Allowance	0.000	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
21.8	Misc. Cut & Patch Allowance	0.000	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
21.9	Storage Room Insulation Allowance	0.000	0.00	0.00	6,000.00	6,000.00	0.00	6,000.00	6,000.00	0.00	0.00	6,000.00	100%	0.00	0.00
22.0	Storage 112C Water Intrusion Allowance	0.000	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
22.1	Fire Extinguisher & Cabinets Allowance	0.000	0.00	0.00	2,500.00	2,500.00	0.00	2,500.00	2,500.00	0.00	0.00	2,500.00	100%	0.00	0.00
22.2	Property Inspection Correction Allowance	0.000	0.00	0.00	10,000.00	10,000.00	0.00	10,000.00	10,000.00	0.00	0.00	10,000.00	100%	0.00	0.00
22.3	Erosion Control / Site Repairs Allowance	0.000	0.00	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	5,000.00	100%	0.00	0.00
23.0	Change Orders to Exhibit E														
23.1	Change Order No. 1 = ALLW #2, ALLW #3, PCO #2, PCO #4, PCO #5, & PCO #7	0.000	0.00	0.00	122,435.85	122,435.85	0.00	122,435.85	122,435.85	0.00	0.00	122,435.85	100%	0.00	0.00
23.2	Change Order No. 2 = ALLW #4 CO #3, CO #6, CO #8, CO #9, CO #11, CO #12, & CO #13	0.000	0.00	0.00	233,968.97	233,968.97	0.00	233,968.97	233,968.97	0.00	0.00	233,968.97	100%	0.00	0.00
23.3	Change Order No. 3 = CO #25 Add das	0.000	0.00	0.00	12,878.13	12,878.13	0.00	12,878.13	0.00	12,878.13	0.00	12,878.13	100%	0.00	0.00
	SWING SPACE TOTALS	0.000	184,531.00	184,531.00	2,195,094.95	2,379,625.95	0.00	2,379,625.95	2,346,288.82	13,878.13	0.00	1,359,158.95	99%	20,467.00	0.00
23.0	NEW COURTHOUSE DESIGN BUILD SERVICES														
23.1A	Courthouse Replacement Design Fees (Prog/SD	1,118,000,000	667,990.00	357,154.82	0.00	357,154.82	138,248.83	495,403.65	495,403.65	0.00	0.00	495,403.65	100%	0.00	0.00
23.1B	Courthouse Replacement Design Fees (DDs)	0.000	0.00	642,880.48	0.00	642,880.48	248,846.09	891,726.57	891,726.57	0.00	0.00	891,726.57	100%	0.00	0.00
23.1C	Courthouse Replacement Design Fees (CDs)	0.000	0.00	785,954.70	0.00	785,954.70	303,933.33	1,089,888.03	1,089,888.03	0.00	0.00	1,089,888.03	100%	0.00	0.00
23.1D	Courthouse Replacement C.A. Services	0.000	0.00	0.00	0.00	0.00	825,672.75	825,672.75	165,134.55	33,026.81	0.00	198,161.46	24%	627,511.29	0.00
23.2	Ex. Courthouse Demo Design Fees	0.000	30,000.00	30,000.00	0.00	30,000.00	0.00	30,000.00	30,000.00	0.00	0.00	30,000.00	100%	0.00	0.00
23.3	Courthouse Replacement FF&E Design Fees	0.000	284,999.00	284,999.00	0.00	284,999.00	242,026.00	527,025.00	71,249.75	0.00	0.00	71,249.75	14%	455,775.25	0.00
23.4	Courthouse Replacement Reimbursable Allw.	5,000,000	43,750.00	48,750.00	0.00	48,750.00	35,000.00	83,750.00	49,412.50	0.00	0.00	49,412.50	59%	34,337.50	0.00
23.5	Survey	0.000	20,930.00	20,930.00	0.00	20,930.00	0.00	20,930.00	20,930.00	0.00	0.00	20,930.00	100%	0.00	0.00
23.6	M.E.P. 3rd Party Review	0.000	38,000.00	38,000.00	0.00	38,000.00	0.00	38,000.00	38,000.00	0.00	0.00	38,000.00	100%	0.00	0.00
23.7	DAS System Design Fees	0.000	0.00	0.00	0.00	0.00	45,100.00	45,100.00	0.00	0.00	0.00	0.00	0%	45,100.00	0.00
23.8	Design/Builder Preconstruction Services	100,000,000	0.00	100,000.00	0.00	100,000.00	0.00	100,000.00	100,000.00	0.00	0.00	100,000.00	100%	0.00	0.00
23.9	General Conditions	0.000	0.00	0.00	0.00	0.00	3,309,611.00	3,309,611.00	661,972.20	132,384.44	0.00	794,356.64	24%	2,515,304.36	0.00
23.1	Mobilization (Temp. Fence, Trailer, Etc.)	0.000	0.00	0.00	0.00	0.00	65,000.00	65,000.00	65,000.00	0.00	0.00	65,000.00	100%	0.00	0.00
23.1	Subcontractor Default Insurance	0.000	0.00	0.00	0.00	0.00	446,540.00	446,540.00	439,379.00	0.00	0.00	439,379.00	98%	7,161.00	0.00
23.1	General Liability & Builder's Risk Insurance	0.000	0.00	0.00	0.00	0.00	297,728.00	297,728.00	59,545.60	11,909.12	0.00	71,454.72	24%	226,273.28	0.00
23.1	AGC Fees	0.000	0.00	0.00	0.00	0.00	29,425.00	29,425.00	29,425.00	0.00	0.00	29,425.00	100%	0.00	0.00
23.1	Payment & Performance Bonds	0.000	0.00	0.00	0.00	0.00	505,348.00	505,348.00	502,786.00	0.00	0.00	502,786.00	99%	2,562.00	0.00
23.2	Design/Builder Overhead & Profit	50,310,000	46,799.00	97,109.00	0.00	97,109.00	1,666,017.00	1,763,126.00	352,625.20	17,831.26	0.00	370,256.46	21%	1,392,869.54	0.00
24.0	Demolition & Abatement														
24.1	Structure Demolition & Salvaged Items	0.000	0.00	0.00	0.00	0.00	338,500.00	338,500.00	338,500.00	0.00	0.00	338,500.00	100%	0.00	16,925.00
24.2	3rd Party Indoor Air Monitory for Abatement	0.000	0.00	0.00	0.00	0.00	22,800.00	22,800.00	22,800.00	0.00	0.00	22,800.00	100%	0.00	1,140.00
24.3	Asbestos Abatement	0.000	0.00	0.00	0.00	0.00	225,000.00	225,000.00	225,000.00	0.00	0.00	225,000.00	100%	0.00	11,250.00
25.0	Sitework														
25.1	Concrete Paving	0.000	0.00	0.00	0.00	0.00	330,000.00	330,000.00	0.00	0.00	0.00	0.00	0%	330,000.00	0.00

SEDALCO
CONSTRUCTION SERVICES

22523 Business Node Pay App #18 April 2024 (R0)

Printed 4/29/2024 5:54 PM

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 18
APPLICATION DATE: 4/1/2024
PERIOD TO: 4/30/2024
ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
25.2	Concrete Sidewalks	0.000	0.00	0.00	0.00	0.00	70,000.00	70,000.00	0.00	0.00	0.00	0.00	0%	70,000.00	0.00
25.3	Earthwork	0.000	0.00	0.00	0.00	0.00	243,920.00	243,920.00	121,960.00	0.00	0.00	121,960.00	50%	121,960.00	6,098.00
25.4	Erosion Control	0.000	0.00	0.00	0.00	0.00	21,048.00	21,048.00	21,048.00	0.00	0.00	21,048.00	100%	0.00	1,052.40
25.5	Termite Control	0.000	0.00	0.00	0.00	0.00	2,995.00	2,995.00	0.00	0.00	0.00	0.00	0%	2,995.00	0.00
25.6	Pavement Markings & Signage	0.000	0.00	0.00	0.00	0.00	24,515.00	24,515.00	0.00	0.00	0.00	0.00	0%	24,515.00	0.00
25.7	Fencing	0.000	0.00	0.00	0.00	0.00	88,606.00	88,606.00	0.00	0.00	0.00	0.00	0%	88,606.00	0.00
25.8	Landscape / Irrigation	0.000	0.00	0.00	0.00	0.00	143,000.00	143,000.00	7,150.00	0.00	0.00	7,150.00	5%	135,850.00	357.50
25.9	Site Utilities	0.000	0.00	0.00	0.00	0.00	159,573.00	159,573.00	0.00	0.00	0.00	0.00	0%	159,573.00	0.00
25.1	Temporary - Vehicular Access & Parking	0.000	0.00	0.00	0.00	0.00	29,650.00	29,650.00	0.00	0.00	0.00	0.00	0%	29,650.00	0.00
25.1	Traffic Control & Barricades	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
25.1	Temporary - Barriers & Enclosures	0.000	0.00	0.00	0.00	0.00	15,000.00	15,000.00	0.00	0.00	0.00	0.00	0%	15,000.00	0.00
26.0	Concrete Work														
26.1	Concrete Staining	0.000	0.00	0.00	0.00	0.00	29,660.00	29,660.00	2,966.00	0.00	0.00	2,966.00	10%	26,694.00	148.30
26.2	Polished Concrete Finishes	0.000	0.00	0.00	0.00	0.00	25,319.00	25,319.00	2,531.90	0.00	0.00	2,531.90	10%	22,787.10	126.60
26.3	Concrete Piles	0.000	0.00	0.00	0.00	0.00	400,000.00	400,000.00	400,000.00	0.00	0.00	400,000.00	100%	0.00	20,000.00
26.4	Building Foundation & Slab	0.000	0.00	0.00	0.00	0.00	501,315.00	501,315.00	150,394.50	95,249.85	0.00	245,644.35	49%	255,670.65	12,282.22
26.5	Elevated Concrete	0.000	0.00	0.00	0.00	0.00	275,000.00	275,000.00	0.00	0.00	0.00	0.00	0%	275,000.00	0.00
26.6	Site & Parking Concrete Work	0.000	0.00	0.00	0.00	0.00	425,000.00	425,000.00	0.00	0.00	0.00	0.00	0%	425,000.00	0.00
27.0	Masonry												39%		
27.1	Mobilization, Submittals, Shop Drawings, & Engin	0.000	0.00	0.00	0.00	0.00	106,840.00	106,840.00	0.00	76,924.80	0.00	76,924.80	72%	29,915.20	3,846.24
27.2	GFRC (North)	0.000	0.00	0.00	0.00	0.00	185,668.00	185,668.00	0.00	0.00	0.00	0.00	0%	185,668.00	0.00
27.3	GFRC (East)	0.000	0.00	0.00	0.00	0.00	196,059.00	196,059.00	0.00	0.00	0.00	0.00	0%	196,059.00	0.00
27.4	GFRC (West)	0.000	0.00	0.00	0.00	0.00	196,059.00	196,059.00	0.00	0.00	0.00	0.00	0%	196,059.00	0.00
27.5	GFRC (South)	0.000	0.00	0.00	0.00	0.00	382,658.00	382,658.00	0.00	0.00	0.00	0.00	0%	382,658.00	0.00
27.6	Stone Veneer (North)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	0.00	0.00	0.00	0.00	0%	576,000.00	0.00
27.7	Stone Veneer (East)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	0.00	0.00	0.00	0.00	0%	576,000.00	0.00
27.8	Stone Veneer (West)	0.000	0.00	0.00	0.00	0.00	576,000.00	576,000.00	0.00	0.00	0.00	0.00	0%	576,000.00	0.00
27.9	Stone Veneer (South)	0.000	0.00	0.00	0.00	0.00	1,066,000.00	1,066,000.00	0.00	0.00	0.00	0.00	0%	1,066,000.00	0.00
27.1	CMU	0.000	0.00	0.00	0.00	0.00	67,141.00	67,141.00	0.00	0.00	0.00	0.00	0%	67,141.00	0.00
27.1	Mockup	0.000	0.00	0.00	0.00	0.00	38,175.00	38,175.00	0.00	0.00	0.00	0.00	0%	38,175.00	0.00
28.0	Metals														
28.1	Structural Steel Fabrication	0.000	0.00	0.00	0.00	0.00	1,878,900.00	1,878,900.00	1,409,175.00	206,679.00	0.00	1,615,854.00	86%	263,046.00	80,792.70
28.2	Structural Steel Erection	0.000	0.00	0.00	0.00	0.00	576,800.00	576,800.00	0.00	0.00	0.00	0.00	0%	576,800.00	0.00
28.3	Miscellaneous Steel	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
28.4	Decorative Metal Railings	0.000	0.00	0.00	0.00	0.00	612,868.00	612,868.00	0.00	0.00	0.00	0.00	0%	612,868.00	0.00
29.0	Carpentry & Millwork												65%		
29.1	Millwork & Countertops	0.000	0.00	0.00	0.00	0.00	1,059,750.00	1,059,750.00	0.00	0.00	0.00	0.00	0%	1,059,750.00	0.00
30.0	Thermal & Moisture Protection														
30.1	Sprayed Insulation	0.000	0.00	0.00	0.00	0.00	80,567.00	80,567.00	0.00	0.00	0.00	0.00	0%	80,567.00	0.00
30.2	Exterior Insulation & Finish System (EIFS)	0.000	0.00	0.00	0.00	0.00	179,200.00	179,200.00	0.00	0.00	0.00	0.00	0%	179,200.00	0.00
30.3	Fluid Applied Air Barrier & Sealants	0.000	0.00	0.00	0.00	0.00	330,061.00	330,061.00	0.00	0.00	0.00	0.00	0%	330,061.00	0.00
30.4	Roofing, Sheet Metal Trim, & Roof Accessories	0.000	0.00	0.00	0.00	0.00	1,838,037.00	1,838,037.00	0.00	0.00	0.00	0.00	0%	1,838,037.00	0.00

SEDALCO
CONSTRUCTION SERVICES

22523 Business Node Pay App #18 April 2024 (R0)

Printed 4/29/2024 5:54 PM

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 18
APPLICATION DATE: 4/1/2024
PERIOD TO: 4/30/2024
ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
30.5	Applied Fire Protection	0.000	0.00	0.00	0.00	0.00	186,620.00	186,620.00	0.00	0.00	0.00	0.00	0%	186,620.00	0.00
31.0	Openings														
31.1	Door, Frame, & Hardware Materials	0.000	0.00	0.00	0.00	0.00	469,087.00	469,087.00	0.00	0.00	0.00	0.00	0%	469,087.00	0.00
31.2	Door, Frame, & Hardware Installation	0.000	0.00	0.00	0.00	0.00	47,298.00	47,298.00	0.00	0.00	0.00	0.00	0%	47,298.00	0.00
31.3	Access Doors & Frames	0.000	0.00	0.00	0.00	0.00	10,000.00	10,000.00	0.00	0.00	0.00	0.00	0%	10,000.00	0.00
31.4	Fire-Protective Auto Smoke Curtains	0.000	0.00	0.00	0.00	0.00	34,900.00	34,900.00	0.00	0.00	0.00	0.00	0%	34,900.00	0.00
32.0	Glass and Glazing System														
32.1	Shop Drawings & Submittals	0.000	0.00	0.00	0.00	0.00	36,000.00	36,000.00	0.00	18,000.00	0.00	18,000.00	50%	18,000.00	900.00
32.2	Aluminum Material	0.000	0.00	0.00	0.00	0.00	475,000.00	475,000.00	0.00	0.00	0.00	0.00	0%	475,000.00	0.00
32.3	Brake Metal	0.000	0.00	0.00	0.00	0.00	43,000.00	43,000.00	0.00	0.00	0.00	0.00	0%	43,000.00	0.00
32.4	Curtain wall	0.000	0.00	0.00	0.00	0.00	237,000.00	237,000.00	0.00	0.00	0.00	0.00	0%	237,000.00	0.00
32.5	Storefront	0.000	0.00	0.00	0.00	0.00	97,000.00	97,000.00	0.00	0.00	0.00	0.00	0%	97,000.00	0.00
32.6	Aluminum Wall caps	0.000	0.00	0.00	0.00	0.00	8,000.00	8,000.00	0.00	0.00	0.00	0.00	0%	8,000.00	0.00
32.7	Transaction Windows	0.000	0.00	0.00	0.00	0.00	138,000.00	138,000.00	0.00	0.00	0.00	0.00	0%	138,000.00	0.00
32.8	Glass Materials	0.000	0.00	0.00	0.00	0.00	272,000.00	272,000.00	0.00	0.00	0.00	0.00	0%	272,000.00	0.00
32.9	Shadow box	0.000	0.00	0.00	0.00	0.00	16,000.00	16,000.00	0.00	0.00	0.00	0.00	0%	16,000.00	0.00
33.10	Equipment	0.000	0.00	0.00	0.00	0.00	76,000.00	76,000.00	0.00	0.00	0.00	0.00	0%	76,000.00	0.00
33.11	Caulking	0.000	0.00	0.00	0.00	0.00	106,000.00	106,000.00	0.00	0.00	0.00	0.00	0%	106,000.00	0.00
33.12	Stained Glass (Alt 3 Only)	0.000	0.00	0.00	0.00	0.00	150,000.00	150,000.00	0.00	0.00	0.00	0.00	0%	150,000.00	0.00
33.0	Finishes														
33.1	Moisture Mitigation Control - Slab-on-Grade	0.000	0.00	0.00	0.00	0.00	26,688.00	26,688.00	0.00	0.00	0.00	0.00	0%	26,688.00	0.00
33.2	Cold Formed Metal Framing & Drywall	0.000	0.00	0.00	0.00	0.00	1,952,391.00	1,952,391.00	0.00	19,523.91	0.00	19,523.91	1%	1,932,867.09	976.20
33.3	Tape & Float	0.000	0.00	0.00	0.00	0.00	110,207.00	110,207.00	0.00	0.00	0.00	0.00	0%	110,207.00	0.00
33.4	Wood Blocking	0.000	0.00	0.00	0.00	0.00	86,100.00	86,100.00	0.00	0.00	0.00	0.00	0%	86,100.00	0.00
33.5	Acoustical Ceilings	0.000	0.00	0.00	0.00	0.00	146,747.00	146,747.00	0.00	0.00	0.00	0.00	0%	146,747.00	0.00
33.6	Stretched-Fabric Ceilings	0.000	0.00	0.00	0.00	0.00	80,015.00	80,015.00	0.00	0.00	0.00	0.00	0%	80,015.00	0.00
33.7	Ceramic Tile (Level 1)	0.000	0.00	0.00	0.00	0.00	158,395.00	158,395.00	0.00	0.00	0.00	0.00	0%	158,395.00	0.00
33.8	Ceramic Tile (Level 2)	0.000	0.00	0.00	0.00	0.00	104,629.00	104,629.00	0.00	0.00	0.00	0.00	0%	104,629.00	0.00
33.9	Ceramic Tile (Level 3)	0.000	0.00	0.00	0.00	0.00	25,691.00	25,691.00	0.00	0.00	0.00	0.00	0%	25,691.00	0.00
33.10	Ceramic Tile (Level 4)	0.000	0.00	0.00	0.00	0.00	114,885.00	114,885.00	0.00	0.00	0.00	0.00	0%	114,885.00	0.00
33.11	Epoxy Terrazzo	0.000	0.00	0.00	0.00	0.00	210,300.00	210,300.00	0.00	0.00	0.00	0.00	0%	210,300.00	0.00
33.12	Salvage & Re-install Existing Marble Panels	0.000	0.00	0.00	0.00	0.00	51,463.00	51,463.00	25,731.50	0.00	0.00	25,731.50	50%	25,731.50	1,286.58
33.13	Wood Flooring	0.000	0.00	0.00	0.00	0.00	50,000.00	50,000.00	0.00	0.00	0.00	0.00	0%	50,000.00	0.00
33.14	Resilient & Carpet Flooring	0.000	0.00	0.00	0.00	0.00	173,170.00	173,170.00	0.00	0.00	0.00	0.00	0%	173,170.00	0.00
33.15	Painting	0.000	0.00	0.00	0.00	0.00	181,362.50	181,362.50	0.00	18,136.25	0.00	18,136.25	10%	163,226.25	906.81
33.16	Wallcovering	0.000	0.00	0.00	0.00	0.00	53,637.50	53,637.50	0.00	5,363.75	0.00	5,363.75	10%	48,273.75	268.19
33.17	Floor Protection - Studio / Ram	0.000	0.00	0.00	0.00	0.00	22,500.00	22,500.00	0.00	0.00	0.00	0.00	0%	22,500.00	0.00
34.0	Specialties & Equipment														
34.1	Signage	0.000	0.00	0.00	0.00	0.00	88,947.00	88,947.00	0.00	0.00	0.00	0.00	0%	88,947.00	0.00
34.2	Toilet Accessories	0.000	0.00	0.00	0.00	0.00	29,530.00	29,530.00	0.00	0.00	0.00	0.00	0%	29,530.00	0.00
34.3	Mobile Storage Shelving	0.000	0.00	0.00	0.00	0.00	89,873.00	89,873.00	0.00	0.00	0.00	0.00	0%	89,873.00	0.00
34.4	Bird Control Devices	0.000	0.00	0.00	0.00	0.00	3,450.00	3,450.00	0.00	0.00	0.00	0.00	0%	3,450.00	0.00

SEDALCO CONSTRUCTION SERVICES

22523 Business Node Pay App #18 April 2024 (R0)

Printed 4/29/2024 5:54 PM

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 18
APPLICATION DATE: 4/1/2024
PERIOD TO: 4/30/2024
ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
34.5	Tackboards & Tackboard Cabinets	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
34.6	Cash Drawer	0.000	0.00	0.00	0.00	0.00	5,000.00	5,000.00	0.00	0.00	0.00	0.00	0%	5,000.00	0.00
34.7	Pedestrian Gates	0.000	0.00	0.00	0.00	0.00	2,000.00	2,000.00	0.00	0.00	0.00	0.00	0%	2,000.00	0.00
34.8	Refrigerators	0.000	0.00	0.00	0.00	0.00	30,000.00	30,000.00	0.00	0.00	0.00	0.00	0%	30,000.00	0.00
34.9	Roller Window Shades	0.000	0.00	0.00	0.00	0.00	33,915.00	33,915.00	0.00	0.00	0.00	0.00	0%	33,915.00	0.00
35.0	Conveying Systems														
35.1	Elevators	0.000	0.00	0.00	0.00	0.00	473,596.00	473,596.00	0.00	0.00	0.00	0.00	0%	473,596.00	0.00
36.0	Fire Protection System														
36.1	Fire Protection System	0.000	0.00	0.00	0.00	0.00	303,660.00	303,660.00	0.00	0.00	0.00	0.00	0%	303,660.00	0.00
37.0	Mechanical - Plumbing														
37.1	Below slab Sanitary	0.000	0.00	0.00	0.00	0.00	98,084.00	98,084.00	88,287.60	9,808.40	0.00	98,084.00	100%	0.00	4,903.20
37.2	Below slab Storm	0.000	0.00	0.00	0.00	0.00	9,040.00	9,040.00	2,260.00	6,780.00	0.00	9,040.00	100%	0.00	452.00
37.3	Above slab Sanitary	0.000	0.00	0.00	0.00	0.00	163,671.00	163,671.00	0.00	0.00	0.00	0.00	0%	163,671.00	0.00
37.4	Above slab Storm	0.000	0.00	0.00	0.00	0.00	142,079.00	142,079.00	0.00	0.00	0.00	0.00	0%	142,079.00	0.00
37.5	Domestic Water	0.000	0.00	0.00	0.00	0.00	246,863.00	246,863.00	0.00	0.00	0.00	0.00	0%	246,863.00	0.00
37.3	Natural Gas	0.000	0.00	0.00	0.00	0.00	54,981.00	54,981.00	0.00	0.00	0.00	0.00	0%	54,981.00	0.00
37.4	Drains & Cleanouts	0.000	0.00	0.00	0.00	0.00	50,679.00	50,679.00	12,669.75	0.00	0.00	12,669.75	25%	38,009.25	633.49
37.5	Carriers	0.000	0.00	0.00	0.00	0.00	7,606.00	7,606.00	0.00	0.00	0.00	0.00	0%	7,606.00	0.00
37.6	Fixtures & punchlist	0.000	0.00	0.00	0.00	0.00	107,044.00	107,044.00	0.00	0.00	0.00	0.00	0%	107,044.00	0.00
37.7	Plumbing Equipment	0.000	0.00	0.00	0.00	0.00	206,802.00	206,802.00	0.00	0.00	0.00	0.00	0%	206,802.00	0.00
37.8	Insulation Sub	0.000	0.00	0.00	0.00	0.00	50,400.00	50,400.00	0.00	0.00	0.00	0.00	0%	50,400.00	0.00
38.0	Mechanical - HVAC														
38.1	HVAC Insulation	0.000	0.00	0.00	0.00	0.00	139,661.00	139,661.00	0.00	0.00	0.00	0.00	0%	139,661.00	0.00
38.2	Sheet Metal	0.000	0.00	0.00	0.00	0.00	744,936.00	744,936.00	0.00	0.00	0.00	0.00	0%	744,936.00	0.00
38.3	HVAC Controls	0.000	0.00	0.00	0.00	0.00	212,311.00	212,311.00	21,231.10	8,492.44	0.00	29,723.54	14%	182,587.46	1,486.18
38.4	VAV's	0.000	0.00	0.00	0.00	0.00	394,120.00	394,120.00	0.00	0.00	0.00	0.00	0%	394,120.00	0.00
38.5	RTU's	0.000	0.00	0.00	0.00	0.00	648,172.00	648,172.00	0.00	0.00	0.00	0.00	0%	648,172.00	0.00
38.6	Testing, Adjusting, & Balancing	0.000	0.00	0.00	0.00	0.00	67,300.00	67,300.00	0.00	0.00	0.00	0.00	0%	67,300.00	0.00
39.0	Electrical Systems														
39.7	Move-in, Supervision, Site Power	0.000	0.00	0.00	0.00	0.00	146,377.00	146,377.00	21,956.55	21,956.55	0.00	43,913.10	30%	102,463.90	2,195.66
39.1	Switchgear	0.000	0.00	0.00	0.00	0.00	200,267.00	200,267.00	70,093.45	0.00	0.00	70,093.45	35%	130,173.55	3,504.67
39.2	EMT/DXS/Fittings	0.000	0.00	0.00	0.00	0.00	374,082.00	374,082.00	0.00	56,112.30	0.00	56,112.30	15%	317,969.70	2,805.62
39.3	Wire	0.000	0.00	0.00	0.00	0.00	234,022.00	234,022.00	0.00	0.00	0.00	0.00	0%	234,022.00	0.00
39.4	Light Fixtures	0.000	0.00	0.00	0.00	0.00	574,742.00	574,742.00	0.00	0.00	0.00	0.00	0%	574,742.00	0.00
39.5	Lighting Protection	0.000	0.00	0.00	0.00	0.00	152,022.00	152,022.00	0.00	0.00	0.00	0.00	0%	152,022.00	0.00
39.6	Emergency Power	0.000	0.00	0.00	0.00	0.00	245,888.00	245,888.00	0.00	0.00	0.00	0.00	0%	245,888.00	0.00
40.0	Low Voltage Systems														
40.1	Communications	0.000	0.00	0.00	0.00	0.00	272,267.00	272,267.00	0.00	0.00	0.00	0.00	0%	272,267.00	0.00
40.2	Audio, Video & Room Control Systems	0.000	0.00	0.00	0.00	0.00	459,198.00	459,198.00	0.00	0.00	0.00	0.00	0%	459,198.00	0.00
40.3	Access Control & Video Management Systems	0.000	0.00	0.00	0.00	0.00	469,262.00	469,262.00	0.00	0.00	0.00	0.00	0%	469,262.00	0.00
41.0	Life Safety Systems														
41.1	Fire Alarm	0.000	0.00	0.00	0.00	0.00	79,194.00	79,194.00	0.00	0.00	0.00	0.00	0%	79,194.00	0.00

SEDALCO
CONSTRUCTION SERVICES

22523 Business Node Pay App #18 April 2024 (R0)

Printed 4/29/2024 5:54 PM

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
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Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 18
APPLICATION DATE: 4/1/2024
PERIOD TO: 4/30/2024
ARCHITECT'S PROJECT NO.: Multiple

A	B	C	C	C	C	C	C	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION	EXHIBIT B VALUE	CHANGE AMOUNT	EXHIBIT C VALUE	CHANGE AMOUNT	EXHIBIT E SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT F SCHEDULED VALUE	WORK COMPLETED FROM PREV APPLICATIONS (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
42.0	Allowances & Contingencies														
42.1	Owner Contingency	0.000	0.00	0.00	0.00	0.00	1,299,085.00	1,299,085.00	0.00	0.00	0.00	0.00	0%	1,299,085.00	0.00
42.2	ALLW#02 Signage at the tax office	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.3	Design/Builder Contingency	0.000	0.00	0.00	0.00	0.00	893,121.00	893,121.00	0.00	0.00	0.00	0.00	0%	893,121.00	0.00
42.4	PCO	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
42.5	County Seal Badges per Addendum A	0.000	0.00	0.00	0.00	0.00	50,000.00	50,000.00	0.00	0.00	0.00	0.00	0%	50,000.00	0.00
42.6	Asbestos Abatement Allowance	0.000	0.00	0.00	0.00	0.00	60,530.00	60,530.00	0.00	0.00	0.00	0.00	0%	60,530.00	0.00
42.6	ALLW#01 Additional abatement at roof flashing	0.000	0.00	0.00	0.00	0.00	0.00	14,470.00	0.00	0.00	0.00	0.00	0%	14,470.00	0.00
42.7	Existing Foundation Conflict Allowance	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
42.8	Overhead Support for Maint. / Cleaning Allw.	0.000	0.00	0.00	0.00	0.00	20,000.00	20,000.00	0.00	0.00	0.00	0.00	0%	20,000.00	0.00
42.9	Mock-up Allowance	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
42.1	Decorative Bollard Allowance	0.000	0.00	0.00	0.00	0.00	23,000.00	23,000.00	0.00	0.00	0.00	0.00	0%	23,000.00	0.00
42.1	City / TxDOT Permit Comment Allowance	0.000	0.00	0.00	0.00	0.00	100,000.00	100,000.00	0.00	0.00	0.00	0.00	0%	100,000.00	0.00
42.1	Relocate Memorial Tree Allowance	0.000	0.00	0.00	0.00	0.00	10,000.00	10,000.00	0.00	0.00	0.00	0.00	0%	10,000.00	0.00
42.1	Domestic & Irrigation Meter / Backflow Allw.	0.000	0.00	0.00	0.00	0.00	25,000.00	25,000.00	0.00	0.00	0.00	0.00	0%	25,000.00	0.00
42.1	Repairs to Site Paving Allowance	0.000	0.00	0.00	0.00	0.00	213,050.00	213,050.00	0.00	0.00	0.00	0.00	0%	213,050.00	0.00
42.2	DAS / ERRCS Allowance	0.000	0.00	0.00	0.00	0.00	50,000.00	50,000.00	0.00	0.00	0.00	0.00	0%	50,000.00	0.00
42.2	DAS / Cellular System Allowance	0.000	0.00	0.00	0.00	0.00	185,271.00	185,271.00	0.00	0.00	0.00	0.00	0%	185,271.00	0.00
43.0	Change Orders to Exhibit F														
43.1	Change Order No. 1	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
	NEW COURTHOUSE TOTALS	1,273,310,000	1,130,628.00	2,403,938.00	0.00	2,403,938.00	38,625,292.00	41,043,800.00	8,094,313.40	737,976.99	0.00	8,742,190.38	21%	32,301,609.62	174,337.53
	Contract Total	1,273,310,000	1,315,059.00	2,588,369.00	2,195,094.95	4,783,463.95	38,625,292.00	43,423,225.95	10,350,494.22	750,855.11	0.00	11,101,349.33	26%	32,321,876.62	174,337.53

SEDALCO
CONSTRUCTION SERVICES

Waller County Design Build Overview

Date: 4/29/2024

Description	Original Contract Amount In Exhibit A 5/12/2021	Amount Added In Exhibit B 8/1/2022	Total Through Exhibit B	Amount Added In Exhibit C 2/6/2023	Total Through Exhibit C	Amount Added In Exhibit D 6/20/2023	Total Through Exhibit D	Amount Added In Exhibit E 5/17/2023	Total Through Exhibit E	Amount Added In Swing Space Change Order # 001 8/2/2023	Total Through Swing Space Change Order # 001	Amount Added In Swing Space Change Order # 002 9/18/2023	Total Through Swing Space Change Order # 002	Amount Added In Exhibit F 10/4/2023	Total Through Exhibit F	Amount Added In Exhibit G 11/17/2023	Total Through Exhibit G	Amount Added In Swing Space Change Order # 003 3/6/2024	Total Through Swing Space Change Order # 003
Programming, Pre-Schematic, & Assessments																			
Programming, Pre-Schematic, & Assessments Cost	$357,153.12	$0.00	$357,153.12	$0.00	$357,153.12	$0.00	$357,153.12	$0.00	$357,153.12	$0.00	$357,153.12	$0.00	$357,153.12	$0.00	$357,153.12	$0.00	$357,153.12	$0.00	$357,153.12
PROGRAMMING & ASSESSMENTS TOTAL	$357,153.12	$0.00	$357,153.12	$0.00	$357,153.12	$0.00	$357,153.12	$0.00	$357,153.12	$0.00	$357,153.12	$0.00	$357,153.12	$0.00	$357,153.12	$0.00	$357,153.12	$0.00	$357,153.12
Maintenance Hanger																			
Maintenance Hanger Design Services	$3,700	$9,300	$13,000	($13,000)	$0	$0	$0	$3,700	$3,700	$0	$3,700	$0	$3,700	$0	$3,700	$0	$3,700	$0	$3,700
Maintenance Construction Cost	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Maintenance Hanger Total	$0.00	$9,300.00	$13,000.00	($13,000.00)	$0.00	$0.00	$0.00	$3,700.00	$3,700.00	$0.00	$3,700.00	$0.00	$3,700.00	$0.00	$3,700.00	$0.00	$3,700.00	$0.00	$3,700.00
BUSINESS TRADE																			
Contractor Design Services	$0	$1,771,300	$1,771,300	$1,771,300	$3,542,600	$0	$3,542,600	$0	$3,542,600	$0	$3,542,600	$0	$3,542,600	$0	$3,542,600	$0	$3,542,600	$0	$3,542,600
Contractor Construction Cost	$3,971	$0	$3,971	$0	$3,971	$0	$3,971	$0	$3,971	$0	$3,971	$0	$3,971	$0	$3,971	$0	$3,971	$0	$3,971
Contractor Total	$3,971	$1,771,300	$1,775,271	$1,771,300	$3,546,571	$0	$3,546,571	$0	$3,546,571	$0	$3,546,571	$0	$3,546,571	$0	$3,546,571	$0	$3,546,571	$0	$3,546,571
Swing Space Design Services	$0	$0	$0	$184,511	$184,511	$0	$184,511	$0	$184,511	$0	$184,511	$0	$184,511	$0	$184,511	$0	$184,511	$0	$184,511
Swing Space Construction Cost	$0	$0	$0	$0	$0	$0	$0	$1,835,812	$1,835,812	$0	$1,835,812	$0	$1,835,812	$0	$1,835,812	$0	$1,835,812	$0	$1,835,812
Swing Space Change Order # 001	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$137,435	$137,435	$0	$137,435	$0	$137,435	$0	$137,435
Swing Space Change Order # 002	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$731,963	$731,963	$0	$731,963	$0	$731,963
Swing Space Change Order # 003	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$117,878	$117,878
Swing Space Total	$0.00	$0.00	$0.00	$184,511.00	$184,511.00	$0.00	$184,511.00	$1,835,812.00	$2,020,323.00	$137,435.35	$2,157,758.35	$731,962.97	$2,889,721.32	$0.00	$2,889,721.32	$0.00	$2,889,721.32	$117,878.13	$3,007,599.45
Resource Study Terms	$0.00	$1,771,300.00	$1,771,300.00	$1,771,300.00	$3,542,600.00	$0.00	$3,542,600.00	$1,835,812.00	$5,378,412.00	$137,435.35	$5,515,847.35	$731,962.97	$6,247,810.32	$0.00	$6,247,810.32	$0.00	$6,247,810.32	$117,878.13	$6,365,688.45
Judicial Wing																			
Swing Space Design Services	$0.00	$5,000,000.00	$5,000,000.00	$337,777.00	$5,337,777.00	$0.00	$5,337,777.00	$0.00	$5,337,777.00	$0.00	$5,337,777.00	$0.00	$5,337,777.00	$0.00	$5,337,777.00	$0.00	$5,337,777.00	$0.00	$5,337,777.00
Swing Space Construction Cost	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Judicial Wing Total	$0.00	$5,000,000.00	$5,000,000.00	$337,777.00	$5,337,777.00	$0.00	$5,337,777.00	$0.00	$5,337,777.00	$0.00	$5,337,777.00	$0.00	$5,337,777.00	$0.00	$5,337,777.00	$0.00	$5,337,777.00	$0.00	$5,337,777.00
Elevator, Hoist, & Valve																			
Elevator, Hoist, & Valve Design Services	$3,700	$3,700	$7,400	$0	$7,400	$0	$7,400	$0	$7,400	$0	$7,400	$0	$7,400	$0	$7,400	$0	$7,400	$0	$7,400
Elevator, Hoist, & Valve Construction Cost	$3,700	$0	$3,700	$0	$3,700	($3,700)	$0	$3,700	$3,700	$0	$3,700	$0	$3,700	$0	$3,700	$0	$3,700	$0	$3,700
Elevator, Hoist, & Valve Total	$7,400.00	$3,700.00	$11,100.00	$0.00	$11,100.00	($3,700.00)	$7,400.00	$3,700.00	$11,100.00	$0.00	$11,100.00	$0.00	$11,100.00	$0.00	$11,100.00	$0.00	$11,100.00	$0.00	$11,100.00
Site Upgrades & Modular Building																			
Site Upgrades & Modular Building Design Services	$3,700	$3,700	$7,400	$0	$7,400	$0	$7,400	$3,700	$11,100	$3,700	$14,800	$3,700	$18,500	$3,700	$22,200	$3,700	$25,900	$718,971	$744,871
Site Upgrades & Modular Building Construction Cost	$3,700	$3,700	$7,400	$0	$7,400	$0	$7,400	$3,700	$11,100	$3,700	$14,800	$3,700	$18,500	$3,700	$22,200	$3,700	$25,900	$0	$25,900
Site Upgrades & Modular Building Total	$7,400.00	$7,400.00	$14,800.00	$0.00	$14,800.00	$0.00	$14,800.00	$7,400.00	$22,200.00	$7,400.00	$29,600.00	$7,400.00	$37,000.00	$7,400.00	$44,400.00	$3,700.00	$48,100.00	$718,971.00	$770,771.00
Design Build Contract Total	$368,553.83	$8,816,360.00	$9,184,913.83	$3,311,588.00	$12,591,073.83	$3,700.00	$12,594,773.83	$1,839,512.00	$14,434,285.83	$144,835.35	$14,579,121.18	$731,962.97	$15,311,084.15	$3,700.00	$15,314,784.15	$3,700.00	$15,318,484.15	$836,849.13	$16,155,333.28

Cindy Wilson

From: Mike King <mdkking@swbell.net>
Sent: Thursday, May 2, 2024 10:05 AM
To: Danny Rothe
Cc: Cindy Wilson
Subject: New Courthouse Pay App #18, Mod Bldg Pay App #3, Macerator Pay App #3
Attachments: KACS invoice #31.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Danny,

I have reviewed all pay apps submitted by Sedalco for this period, pay app #18 for the New Courthouse, pay app #3 for 506 Modular Bldg Design Services and pay app #3 for the Macerator work.
My onsite observation trip was on April 30th, 2024. All pay apps appear to be in order.

Construction progress on the New Courthouse;
Work has progressed on the concrete grade beams and pier caps, Friday May 3rd scheduled to pour the final grade beams. The first floor concrete slab is scheduled to pour on May 14th.
Structural Steel fabrication is completed. The steel is scheduled to be delivered on May 20th with erection to take approx 6 to 8 weeks.
Shop drawings and submittals are showing to be completed for the following subs- Mason, Glass, Metal Framing, Painting/Wall Covering, HVAC controls subcontractors.
The underslab plumbing work is completed.
Electrical work underslab is progressing.

506 Modular Bldg Design Services;
Design services for the Modular Bldgs is ongoing, Sedalco is billing on the Schematic Design Phase of the work.

Macerator;
Work on the Macerator is completed, Sedalco is returning $9,625.04 in unused funds to the County.

Attached is my invoice for the trip on April 30th to the New Courthouse construction site.

Let me know if you need anything,

thanks,
Mike King
King Architectural Consulting Services PLLC

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 12366

To Owner: Waller County
836 Austin Street Suite 103

Hempstead TX 77445

Project: 23543 Waller County 506 Upgrades & Modular Building

Application No.: 3

Distribution to:
- Owner
- Architect
- Contractor

Period To: 4/30/2024

From Contractor: SEDALCO INC
4100 Fossil Creek Blvd
Fort Worth TX 76137

Via Architect: Brinkley Sargent Wiginton Arch

Project Nos: TBD

Contract For: New Construction

Contract Date: 11/7/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1	Original Contract Sum		$230,921.00
2	Net Change By Change Order		$0.00
3	Contract Sum To Date		$230,921.00
4	Total Completed and Stored To Date		$83,065.57
5	Retainage		
	a 0.00% of Completed Work	$0.00	
	b 0.00% of Stored Material	$0.00	
	Total Retainage		$0.00
6	Total Earned Less Retainage		$83,065.57
7	Less Previous Certificates For Payments		$33,622.49
8	Current Payment Due		$49,443.08
9	Balance To Finish, Plus Retainage		$147,855.43

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$0.00	$0.00
Total approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
Net changes by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SEDALCO, INC

By: [signature] Date: 4/22/24

State of Texas County of Tarrant
Subscribed and sworn to before me this 1st day of May 2024
Notary Public Stephanie Castro
My Commission expires 12/20/27

STEPHANIE CASTRO
Notary Public
STATE OF TEXAS
Notary ID # 134690397
My Comm. Exp. December 20, 2027

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on [illegible] comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $49,443.08

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: Charles L. Goodman Digitally signed by Charles L. Goodman DN: C=US, E=cgoodman@bsw-architects.com, O=BSW Architects, OU=BSW Architects, CN=Charles L. Goodman Date: 2024.05.03 08:07:36-05'00' Date: 5/3/24

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

APPROVED DANNY ROTHE WC/DF/CM 5/8/2024 D.R.Roth

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 3
Application Date : 04/22/24
To: 04/30/24
Architect's Project No.: TBD

Invoice # : 12366 **Contract :** 23543. Waller County 506 Upgrades & Modular Building

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	% (G / C)	Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place	(Not in D or E)	(D+E+F)			
1	BSW Design Fees	203,800.00	31,015.97	45,631.53	0.00	76,647.50	37.61%	127,152.50	0.00
2	506 Reimbursable Allowance (per Exhibit J)	10,000.00	0.00	57.62	0.00	57.62	0.58%	9,942.38	0.00
3	Preconstruction Services (per Exhibit G)	7,500.00	1,140.00	1,646.25	0.00	2,786.25	37.15%	4,713.75	0.00
4	OH&P	9,621.00	1,466.52	2,107.68	0.00	3,574.20	37.15%	6,046.80	0.00
5	Construction	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Grand Totals	**230,921.00**	**33,622.49**	**49,443.08**	**0.00**	**83,065.57**	**35.97%**	**147,855.43**	**0.00**

STATE OF TEXAS §
§
COUNTY OF WALLER §

INTERLOCAL AGREEMENT BETWEEN WALLER COUNTY AND GRIMES COUNTY

THIS AGREEMENT is made and entered into by and between Waller County, Texas, a political subdivision of the State of Texas, acting by and through its Commissioners Court, hereinafter called "WALLER", and Grimes County, Texas a political subdivision of the State of Texas, acting by and through its Commissioners Court hereinafter called "GRIMES".

WHEREAS, the Texas Legislature has created the 506th District Court for Waller and Grimes Counties; and

WHEREAS, the parties recognize that the creation of the 506th District Court demands their combined efforts to provide salaries, benefits and travel, conferences and related expenses for court personnel and offices; and

WHEREAS, WALLER and GRIMES have determined that it is in the best interest of their citizens and inhabitants, to enter into an Interlocal Agreement in order to provide funding for support of court personnel and offices by authorizing cooperation;

NOW, it is mutually agreed by and between WALLER and GRIMES as follows:

1. The term of this Interlocal Agreement is January 1, 2024, through December 31, 2024.

2. The salaries and benefits for the 506th District Court Coordinator, Assistant Court Coordinator, and Court Reporter will be paid through WALLER, according to Waller County personnel policies regarding salary and benefits.

3. Travel, conferences, and related expenses for the 506th District Court Coordinator, Assistant Court Coordinator, and Court Reporter will be paid through WALLER, according to Waller County personnel policies regarding travel, conferences, and related expenses.

4. GRIMES will pay 32.4445% percent (.324445) of the salaries, benefits, and travel, conferences and related expenses for the Court Coordinator, Assistant Court Coordinator, and the Court Reporter, WALLER will pay 67.5555% percent (.675555) of such salaries, benefits, and travel, conferences and related expenses for the Court Coordinator and Court Reporter.

5. GRIMES will remit its share of the salary and benefits for the Court Coordinator, Assistant Court Coordinator, and Court Reporter as invoiced by WALLER.

This instrument contains the entire Agreement between the parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modifications in writing, signed by both of the parties.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be signed and approved by the proper officer of each of the contracting parties, and attested by the proper officer on the dates written below.

SIGNED on _____, 2024 in duplicate originals by order of Commissioners' Court of Waller County.

COUNTY OF WALLER

By: _____
CARBETT "TREY J. DUHON, III
COUNTY JUDGE

Attest:

_____
DEBBIE HOLLAN, COUNTY CLERK

COUNTY OF GRIMES

By: _____
JOE FAUTH III
COUNTY JUDGE

Attest:

_____
VANESSA BURZYNSKI, COUNTY CLERK

Champion Ranchers Construction
P.O. Box 918
Waller, TX 77484 US
979-921-9002
sherry@crconstruct.com
www.champranchconstruct.com

Invoice

Champion Ranchers Construction

BILL TO
Waller County Sheriff Office
Hempstead, TX 77445

INVOICE #	DATE	TOTAL DUE	DUE DATE		ENCLOSED
3926	12/11/2023	$23,079.80	12/11/2023		

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
KF651GY	KENNEL FRONT 6’ X 5’ 1 GATE	20	243.35	4,867.00T
KF610GY	KENNEL PANEL 6’ X 10’	40	203.83	8,153.20T
KP65GY	KENNEL PANEL 6’ X 5’	20	137.18	2,743.60T
KT510GY	KENNEL TOP 5’ X 10’	20	249.55	4,991.00T
KS610	KENNEL SHADE 6’ X 10’	20	116.25	2,325.00T

Thank you for your business! We accept ACH or a check can be mailed to:
Champion Ranchers Construction
PO Box 918
Waller, TX 77484

SUBTOTAL	23,079.80
TAX	0.00
TOTAL	23,079.80
BALANCE DUE	**$23,079.80**

I hereby authorize Champion Ranchers Construction to begin scope of work described above. I understand that 8.25% Sales Tax will be added to total if tax exempt certificate is not provided. CRC is not responsible for any such type of permits, unmarked lines, utilities, relocate water, gas or electric lines and etc.