



**NOTICE OF MEETING
WALLER COUNTY, TEXAS
REGULAR SESSION**

**Wednesday, November 20, 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 to approve disbursement of funds for Retiree Insurance Premiums.
5. Request by County Auditor to approve and/or ratify 2024 budget adjustments and departmental line-item transfers.
6. Request by County Auditor to approve official documents and all monthly reports.
7. \$1,750.00 for Invoice # 0000054 to Stephens & Flowers Funerals and Cremations from line item 125-411-561502 [Pauper Burial Expense].
8. \$450.00 for Invoice # 0000054-1 to Stephens & Flowers Funerals and Cremation from line item 125-423-540705 [Transport to Morgue].

- [9.](#) \$600.00 for Invoice # 07312024 to Hillier Funeral Home from line item 125-423-540705 [Transport to Morgue].
- [10.](#) Request by County Auditor to Approve and/or Ratify Accounts Payable.
11. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right-Of-Way on Morton Rd for installation of Fiber Optic lines 24.UP.057.
12. Request by County Engineer to approve Permits to Construct Utility in Waller County Right-Of-Way for Telephone Lines and Hand Holes for AT & T, within the right of way of Betka Rd, Cochran Rd, Glenmar Rd, Baethe Rd, Wyatt Chapel Rd, Plantation Lake Dr and Court, Joe Loggins Rd, Liendo Pkwy, Becker Rd, Laneview Rd, Skymac Ranch Rd, Oakridge Rd, Levy Ln, Oak Glenn Ln, AJ's Way Rd, Faith Ln, High Spirit Ranch Rd, Day Ln, and Reata Creek Dr- 24.UP.059, 060, 061, 062, 063, 064, 065.
13. Request by County Engineer to approve Permits to Construct Utility in Waller County Right-Of-Way for Fiber Optic Lines for AT & T, within the right of way of Macedonia Rd, Lakeside Dr, Creek Bend Rd, Willow Creek Rd, Willow Ln, N & S Clear Creek, Pine Ridge Rd, Clear Creek Circle and Rd, Old Creek Ln, Oak Creek Rd, Emily Way, Mathews Place Rd, Pine Creek Rd- 24.UP.066 and 24.UP.067.
- [14.](#) Request by County Engineer to approve the Final Plat of Sunterra Apartments in Precinct 3.

DIRECTOR OF POLICY AND ADMINISTRATION

- [15.](#) Discuss and take action on the requested amendment to the Oak Ridge Development Agreement.

SHERIFF

16. Approve out of State travel for one Deputy to attend the free Regional Counterdrug Training Academy board meeting in Meridian, Mississippi on December 3-4, 2024. Funds to be paid from 125-516-563000 [Training & Conference Expense].
- [17.](#) Approve payment of \$77,000.00 for Invoice #46435 to Utility Associates Inc., for Utility camera systems for the 8 Tahoe's previously purchased. Funds to be paid from line item 125-600-581400 [Vehicle].

COMMISSIONER, PRECINCT 3

18. Discuss the difference between comp time, paid overtime, or a hybrid system for the Sheriff's Office.

IT DEPARTMENT

- [19.](#) Approve upgrade and repair of Internet, TV, and Fax services for the Precinct 4 building for a three (3) or five (5) year term with Atron Solutions.
20. Approve 2025 IT/Sheriff needs and the following Professional Service Agreements:
B - PC & Network (IT Department Labor)

C - Data Backup and Archival and Management (County Server Backup/Protection)

D - Mobile Device Management

E - Security Information and Event Management

FIRE MARSHAL

21. Approve the adoption of the Waller County Fire Code.
22. Approve the creation of a new Waller County Fire Code Fee schedule.
23. Approve Burn Ban.

DIRECTOR OF FACILITIES

24. Presentation of Modular Building Project by Sedalco-GMP .

MISCELLANEOUS

25. Approve use of the Agri-Life Extension office by the Master Gardners for intern classes for the following days in 2025:

February 1st, 8th, 15th, 22nd, and,

March 1st, 8th, and 15th.
- [26.](#) Approve payment of Randle Law Office for Invoice #'s 6429, 6430, 6431, 6432, and 6433 for a total of \$4,355.33 to paid from line item 125-411-540300 [Legal].
- [27.](#) Approve proposed amendments to update the Waller County Community Center regulations.
- [28.](#) Approve proposed amendments to the Waller County Community Center regulations related to the reservation of the Community Center by elected officials.
29. 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.
30. 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

31. Consultation with District Attorney and outside counsel, including consultation with outside counsel regarding procurement and ethics compliance pursuant to Government Code Section 551.071.
32. Consultation with District Attorney related to advice about pending or contemplated litigation or a settlement offer.
33. 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.
34. Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725.
35. 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 – NOVEMBER 13, 2024**

BE IT REMEMBERED that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 13th day of November 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 9:05 a.m. with the following members of the Court present to-wit:

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

Delivery of Invocation by: Commissioner Amsler

Pledge to the American Flag and Texas Flag led by: Commissioner Beckendorff

Commissioner Jones made motion to approve agenda, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes

Commissioner Jones – Yes

Commissioner Smith – Yes

Commissioner Beckendorff – Yes

PUBLIC COMMENT

1. Chief 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 – October 30, 2024 Regular Session
3. Request by County Treasurer for Approval of Payroll Disbursements.
4. Request by County Treasurer for approval of Monthly Report.
5. Request by County Auditor to approve and/or ratify 2024 budget adjustments and departmental line-item transfers.

6. Request to approve payments on the following:
\$1,375.00 for Invoice #0581 to Clay's Mortuary and Cremations to be paid from line item 125-411-561502 [Pauper Burial Expense].
7. \$200.00 for Invoice #239595 to Texas Association of Counties (Judicial Academy) from line item 125-411-562300 [County Organizational Dues].
8. \$2,016.79 for Invoice #42 to King Architectural Consulting Services PLLC from line item 604-604-545405 [Professional Services].
9. \$106,286.00 for Invoice #11514 to Neoteric Hovercraft, Inc. from line item 241-595-561209 [ARPA Miscellaneous] for a hovercraft, trailer, and accompanying accessories.
10. \$2,666.00 for Invoice #11535 to Neoteric Hovercraft, Inc. from line item 241-595-561209 [ARPA Miscellaneous] for a hovercraft spare parts kit.
11. Request by County Auditor to Approve and/or Ratify Accounts Payable.
12. Request by County Engineer to authorize the Road and Bridge Department to issue a public notice in the Katy Times, for three consecutive weeks, establishing a public hearing during the regular session of Commissioners Court on December 18, 2024 Replat of Bartlett Road Corner Reserve. The revision will revise the lot line for Unrestricted Reserve "A" out of Sunterra Market Reserve. This amendment will create 2 Reserves by KA Great Minds West LLC.
13. Request by County Engineer to approve the Final Plat of Beckendorff Road Street Dedication Section 5 and accept the Construction Bond in Precinct 3.
14. Request by County Engineer to approve the Final Plat of Sunterra Section 70 and accept the Construction Bond in Precinct 3.
15. Request by County Engineer to approve the Final Plat of Grange Section 3 and accept the Construction Bond in Precinct 4.
16. ~~Request by County Engineer to approve the Final Plat of New Day Ranches and accept the Subdivision Bond in Precinct 2. Item WITHDRAWN.~~
17. Approve revisions to purchase contract for property located at 425 Business 290 E., Hempstead, TX 77445.

Motion to approve Consent Agenda with #16 withdrawn made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Jones

– Yes

Commissioner Smith

– Yes

Commissioner Beckendorff – Yes

ECONOMIC DEVELOPMENT

18. Approve tax abatement agreement with CIV FCD Jordan Ranch, LLC and TMEIC Corporation Americas. TMEIC is the tax abatement applicant and tenant for property owned by CIV FCD Jordan Ranch LLC and located at 4006 Westport Drive in Brookshire, Texas. The property is located in Waller County Jordan Ranch Reinvestment Zone 14, located south of Interstate 10 near the intersection of Jordan Ranch Boulevard and Kingsland Boulevard. CIV FCD Jordan Ranch LLC will make improvements to the existing building on the property at an estimated cost of \$3,000,000. TMEIC will install new machinery and equipment at an estimated cost of \$10,000,000.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

19. Modify or terminate Tax Abatement Agreement with CIV FCD Jordan Ranch, LLC for spec building 4 (Contract ID 221130-15d).

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

20. **Presentation and update** by the Waller County Economic Development Partnership.
No action required.

21. Approve contract with the Waller County Economic Development Partnership for 2025.

Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

DIRECTOR OF POLICY & ADMINISTRATION

22. Approve Clay Road Mobility Bond Project precinct and consultant assignments and authorize staff to enter into negotiations with assigned firms. *(no backup submitted)*

Court discussed agenda item.

Commissioner Beckendorff made a motion to call for the vote, seconded by Commissioner Amsler.

Commissioner Beckendorff made motion that to allow the Commissioner Precinct 4 to basically select the firms to be on the Clay Road portion that's in Precinct 4 for the Mobility Bond, seconded by Commissioner Amsler.

Discussion held

Commissioner Amsler called for the vote, seconded by Commissioner Beckendorff.

Motion carried by 3-2 vote.

Judge Trey Duhon – No

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – No

Commissioner Beckendorff – Yes

Court took vote on motion to allow the Commissioner Precinct 4 to basically select the firms to be on the Clay Road portion that's in Precinct 4 for the Mobility Bond.

Motion carried by 3-2 vote.

Judge Trey Duhon – No

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – No

Commissioner Beckendorff – Yes

23. Discuss and approve professional service assignments for 2023 Waller County Bond engineering and design projects.

Commissioner Beckendorff made motion to approve the list provided and authorization for staff to start negotiations, 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

SHERIFF

24. Approve purchase of VisitationLink and subscription services from Tarmac Technologies, LLC in the amount of \$14,500.00 for the first year, \$12,000.00 for year 2 with an option for a third year at \$12,000. Funding to be paid annually from Inmate Commissary funds in accordance with Texas Government Code section 351.0415(c)(5).

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

COMMISSIONER, PRECINCT 3

25. Approve creation of a Workforce Development Advisory Committee and the appointment of committee members.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

Commissioner Beckendorff made motion to amend to add those names, seconded by Commissioner Jones. (David Lee – Pct 2, David Laird – Pct 4, Robert Pechucas – County Judge, Kendric Jones – Pct 3, and John Amsler – Pct 1)

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

26. ~~Approve the hiring of additional patrol officers for the southern end of the County~~
Item **WITHDRAWN**.

Advanced to Agenda Items #30, 28, and 29.

COUNTY COURT AT LAW II

30. Approve 2025 indigent criminal defense attorney contracts for Waller County Court at Law II.

Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

506TH DISTRICT JUDGE

28. Approve the Contract Indigent Defense attorneys for Waller County District Felony Contract for Calendar Year 2025, and authorize the County Judge to sign the contracts on behalf of the County.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – YesCommissioner Smith – Yes
Commissioner Beckendorff – Yes**COUNTY COURT AT LAW**

29. Approve the Contract Attorneys for Child Protection Court/Juvenile cases for Waller County for Calendar Year 2025, and authorize the County Judge to sign the contracts on behalf of the County.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – Yes

Commissioner Smith – Yes
Commissioner Beckendorff – Yes

Proceeded with Agenda Item #27

COMMISSIONER, PRECINCT 2

27. Approve non-binding letter of intent between Waller County and Drake Auxilio Divono for possible lease and purchase of land.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – Yes

Commissioner Smith – Yes
Commissioner Beckendorff – Yes

506TH DISTRICT JUDGE

28. Court addressed agenda item #28 earlier in the meeting. (page 4)

COUNTY COURT AT LAW

29. Court addressed agenda item #29 earlier in the meeting. (page 5)

COUNTY COURT AT LAW II

30. Court addressed agenda item #30 earlier in the meeting. (page 4)

IT DEPARTMENT

31. Approve Hardware/IT needs for the Sheriff's Office and County for the IT Department for 2024.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Judge Duhon made motion to amend 31 to approve the purchase in the amount of \$539,100.00, seconded by Commissioner Beckendorff.

Amendment carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – Yes

Commissioner Smith – Yes
Commissioner Beckendorff – Yes

Amended Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – Yes

Commissioner Smith – Yes
Commissioner Beckendorff – Yes

MAINTENANCE

32. Approve credit applications for L&W Supply (Commercial Building Materials), Brady Plus (Cleaning Supplies) and, City of Electrical Supply (Electric Supplies).

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

Court recessed at 11:17 a.m.

Court reconvened at 11:25 a.m.

TREASURER

33. Approve updates to the take home vehicle schedule.

Motion made by Commissioner Beckendorff, seconded by Commissioner Smith.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

34. Approve amendments to the Waller County Personnel Policy Manual.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

35. Approve annual review of Waller County Investment 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

36. Approve continuation of policy and payment for Texas Association of Counties Auto Liability, Auto Physical Damage, and General Liability coverages effective 01/01/2025.

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 continuation of policy and payment for Texas Association of Counties Workers' Compensation coverage effective 01/01/2025.

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

38. Approve payment of \$174,935.11 to K-C Lease Service, Inc. DBA Matagorda Construction and Materials, Diemer Road, GLO Grant No. 20-065-0692-C180. Funds to be paid from line item 239-589-582805 [Construction].

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

39. Approve payment of \$1,131.00 for Invoice #114891 and \$9048.00 for Invoice #114845 for a total of \$10,179.00 to H2O Partners from line Item 244-240-545405 [Engineering] for services rendered associated with the County's Multijurisdictional Hazard Mitigation Plan Update (GLO Local Hazard Mitigation Plan Update).

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

FIRE MARSHAL

40. Approve the donation of a generator trailer from CenterPoint Energy.

(no backup submitted)

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

(Value \$117,200.00)

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

41. Approve Out of State travel for 3 County Employees. Travel expenses to be paid from line items 125-401-563040 [Training & Conf. Exp/Comm 4] and 125-509-563000 [Training & Conference Expense]. (no backup submitted)

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

DIRECTOR OF FACILITIES

42. **Update** on Courthouse Project. *No action required.*

43. Approve Payment of \$2,228,410.83 for Application #24 to Sedalco, Inc. to be paid from the following line items:

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

\$2,195,383.92 - 604-604-581000 [Bldg. Purch, Const, or Improv].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

44. Approve payment of \$26,822.88 for Invoice #8 to Sedalco. Funds to be paid from line item 125-600-581620 [Justice Center Modular Building Design Fees].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

MISCELLANEOUS

45. Approve the reappointment of Kendric Jones to the Gulf Coast Rail District Board for a 2-year term beginning January 23, 2025. (no backup submitted)

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

46. ~~Approve 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.~~
47. ~~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

48. ~~Consultation with District Attorney and outside counsel, including consultation with outside counsel regarding procurement and ethics compliance pursuant to Government Code Section 551.071. Item WITHDRAWN.~~
49. ~~Consultation with District Attorney related to advice about pending or contemplated litigation or a settlement offer. Item WITHDRAWN.~~
50. ~~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.~~
51. ~~Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725. Item WITHDRAWN.~~
52. ~~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 11:54 a.m.

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

Debbie Hollan
Waller County Clerk

APPROVED this the 20th day of November 2024.

Carbett "Trey" J. Duhon, III
County Judge



Waller County, TX

11.20.24 CC

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

Vendor: 18425 - AMWINS GROUP BENEFITS

Vendor Total: 20,400.00

Dec 2024	Invoice	12/1/2024	12/1/2024	12/1/2024	12/1/2024	20,400.00	0.00	0.00	0.00	20,400.00
County Portion Dec 2024	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
County Portion Dec 2024	N/A	0.00	0.00	20,400.00	0.00	0.00	0.00	20,400.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
125-685-520303	Health Insurance		20,400.00	100.00%

Vendor: 07548 - TAC HEBP

Vendor Total: 22,268.25

Dec 2024 County	Invoice	12/1/2024	12/1/2024	12/1/2024	12/1/2024	15,545.40	0.00	0.00	0.00	15,545.40
BCBS Co Portion Ret Prem Dec 2024	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Co Portion Ret Prem Dec 2024	N/A	0.00	0.00	15,545.40	0.00	0.00	0.00	15,545.40

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
125-685-520303	Health Insurance		15,545.40	100.00%

Dec 2024 Retiree	Invoice	12/1/2024	12/1/2024	12/1/2024	12/1/2024	6,722.85	0.00	0.00	0.00	6,722.85
BCBS Retiree Payment Dec 2024	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Retiree Payment Dec 2024	N/A	0.00	0.00	6,722.85	0.00	0.00	0.00	6,722.85

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		6,722.85	100.00%

Item 4.

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	3	42,668.25	0.00	0.00	0.00	42,668.25	0.00	42,668.25
Grand Total:		42,668.25	0.00	0.00	0.00	42,668.25	0.00	42,668.25

Account Summary

Account	Name	Amount
125-685-520303	Health Insurance	35,945.40
Total:		35,945.40

Account	Name	Amount
999-203-111200	Medical Insurance	6,722.85
Total:		6,722.85

MONTHLY REPORT DUE TO COMMISSIONER'S COURT	
OCTOBER 2024	
OFFICE	DATE RECEIVED
ANIMAL CONTROL	11/4/24
AUDITOR	10/31/24
CONSTABLE PCT#1	
CONSTABLE PCT#2	11/5/24
CONSTABLE PCT#3	
CONSTABLE PCT#4	SEPT LATE: 10/15 OCT:
COUNTY CLERK	11/4/24
DISTRICT CLERK	11/4/24
ENVIRONMENTAL	10/3-10/10 ² -10/17-10/24-10/30-11/13
FIRE MARSHALL	SEPT LATE: 10/5 OCT: 11/4
JP#1	10/22-11/4
JP#2	10/14-10/22-10/31
JP#3	10/10-11/6-11/6-11/6
JP#4	10/7-10/14-10/21-10/28-11/4
LIBRARY - HEMPSTEAD	11/5/24
LIBRARY- BROOKSHIRE	11/4/24
RECYCLE CENTER	10/30/24
ROAD AND BRIDGE	10/3-10/9
SHERIFF	11/5/24
TAX OFFICE	11/7/24

From

Stephens & Flowers Funerals and Cremation

Mailing address: 2702 Sunnyside Ln.
Pearland, Texas 77584

Office: 713.859.6117

Fax: 281.375.9356



Delete Logo

 Registration # **017970**
 Joan Sargent Waller Co. Treasurer
 Deputy *mf* Date *11/1/24*

To

Waller county

Customer address

INVOICE

Invoice # 0000054

Invoice Date 10/30/2024

Due Date 10/30/2024

Item	Description	Unit Price	Quantity	Amount
	Cremation	1750.00	1.00	1750.00
		0.00	0.00	0.00

+ New Line

OCT30'24PM1:42TREASURER

Invoice Notes

Subtotal	1750.00
Total	1750.00
Amount Paid	0.00
Balance Due	\$1750.00

NOV4'24AM8:17AUDITOR

From

Stephens & Flowers Funerals and Cremation

Mailing address: 2702 Sunnyside Ln.
Pearland, Texas 77584Office: 713.859.6117
Fax: 281.375.9356

Delete Logo

 Registration # **017971**
 Joan Sargent Waller Co. Treasurer
 Deputy *mp* Date *11/01/24*

To

Waller county

Customer address

INVOICE

Invoice # 0000054

Invoice Date 10/30/2024

Due Date 10/30/2024

Item	Description	Unit Price	Quantity	Amount
✕	◇ Transportation	450.00	1.00	450.00
✕	◇	0.00	0.00	0.00

+ New Line

Invoice Notes

OCT30'24PM1:42TREASURER

Subtotal 450.00

Total 450.00

Amount Paid 0.00

Balance Due \$450.00

NOV4'24AM8:17AUDITOR

INVOICE

2301 East 29th Street | Bryan, TX 77802

Office: 979-822-1571

Make checks payable to Hillier Funeral Home.

Registration # 017981
Joan Sargent Waller Co. Treasurer
Deputy mf Date 11/01/24**INVOICE #07312024**

Invoice Date: October 5, 2024

Payment Due: Upon receipt

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

CONTRACT	DESCRIPTION	AMOUNT
	Transfer to/from place of Autopsy \$	400.00
	Vehicle Additional Mileage/Time \$	200.00

Page 1 of 1

TOTAL AMOUNT:	\$	600.00
TAX (8.25%):	\$	-
AMOUNT DUE:	\$	600.00

Thank You!

NOV5'24PM3:43AUDITOR



Commissioner's Court Date: 11/20/2024

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

Attest:

Debbie Hollan, County Clerk

Date: _____

Approved:

Alan Younts
Alan Younts, County Auditor

Commissioners' Court Approval:

John A. Amsler
Commissioner, Precinct 1

Walter E. Smith
Commissioner, Precinct 2

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

Carbett "Trey" J. Duhon
County Judge



Waller County, TX

Check Register

Item 10.

Packet: APPKT06667 - COMM CRT - 11/20/2024

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-APBNK						
12592	AT & T	11/20/2024	Regular	0.00	4,681.85	1148834
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
102524	Invoice	10/25/2024	125/18292/ACCT #713 A73-0716 387 5/C	0.00	4,681.85	
125-411-542501		Telephone/Equip & Svc		125/18292/ACCT #713 A7	4,681.85	
16657	AT & T MOBILITY LLC	11/20/2024	Regular	0.00	2,026.62	1148835
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
287296579160X1	Invoice	10/25/2024	241/125/18164/ACCT #287296579160/A	0.00	2,026.62	
125-411-542505		County Cell Phone		241/125/18164/ACCT #28	676.62	
241-595-561209		ARP Miscellaneous		241/125/18164/ACCT #28	1,350.00	
12614	ALL TEX WELDING SUPPLY INC.	11/20/2024	Regular	0.00	103.34	1148836
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
R 10240874	Invoice	10/31/2024	110/18254/CUST #4140/R&B/PO 44502	0.00	103.34	
110-530-581815		Equipment Rental		110/18254/CUST #4140/R	103.34	
T.14590	AMERICAN PATRIOT INDUSTRIES, IN	11/20/2024	Regular	0.00	8,285.96	1148837
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
26525	Invoice	09/03/2024	125/17968/INV #26525/BUILD MAINT/PO	0.00	2,906.56	
125-442-530100		Supplies		125/17968/INV #26525/B	2,906.56	
26532	Invoice	09/01/2024	125/17966/INV #26532/BUILD MAINT/PO	0.00	1,626.02	
125-442-530100		Supplies		125/17966/INV #26532/B	1,626.02	
26546	Invoice	09/17/2024	125/17969/INV #26546/BUILD MAINT/PO	0.00	1,748.02	
125-442-530100		Supplies		125/17969/INV #26546/B	1,748.02	
26561	Invoice	09/25/2024	125/17967/INV #26561/BUILD MAINT/PO	0.00	2,005.36	
125-442-530100		Supplies		125/17967/INV #26561/B	2,005.36	
T.8502	APPEL FORD MERCURY	11/20/2024	Regular	0.00	149.17	1148838
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
06572	Invoice	09/04/2024	125/18127/REPAIRS FOR UNIT #105/LAW	0.00	149.17	
125-518-536400		Parts and Repairs		125/18127/REPAIRS FOR U	149.17	
21002	AWP SAFETY	11/20/2024	Regular	0.00	4,500.00	1148839
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SW108901	Invoice	08/31/2024	110/18255/CUST #WAL016/R&B/PO 4449	0.00	4,500.00	
110-530-587516		Bridge Maintenance & Re		110/18255/CUST #WAL01	4,500.00	
20474	BEISERT TOOLS LLC	11/20/2024	Regular	0.00	239.00	1148840
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
10282428281	Invoice	10/28/2024	110/18256/INV #10282428281/R&B/PO 4	0.00	239.00	
110-530-568455		Fleet Operations		110/18256/INV #1028242	239.00	
17226	BIG TEX TRUCKFITTERS	11/20/2024	Regular	0.00	642.00	1148841

Check Register

Packet: APPKT06667-COMM CR

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
100724	Invoice	11/07/2024	125/18259/ FLOORLINER/VIN #5645/LAW	0.00	642.00	
125-518-536400		Parts and Repairs		125/18259/ FLOORLINER/	642.00	
21280	BRADY INDUSTRIES OF TEXAS LLC	11/20/2024	Regular	0.00	784.30	1148842
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9418584	Invoice	11/04/2024	125/18234/CUST #379801/SO JAIL/PO 44	0.00	784.30	
125-505-563800		Groceries		125/18234/CUST #379801	784.30	
20634	BRYANT, JOHN	11/20/2024	Regular	0.00	265.32	1148843
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
110124	Invoice	11/01/2024	110/18160/REIMB TACERA TRAINING CO	0.00	265.32	
110-524-563000		Training & Conference Ex		110/18160/REIMB TACERA	265.32	
13202	CARDENAS, ROBERT	11/20/2024	Regular	0.00	5,000.00	1148844
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
OCTOBER 2024	Invoice	11/20/2024	CONTRACT ATTY 506TH / OCTOBER 2024	0.00	5,000.00	
125-422-541000		Attorney Ad Litem & Misc		CONTRACT ATTY 506TH /	5,000.00	
01113	CARRINGTON, PATRICE	11/20/2024	Regular	0.00	5,000.00	1148845
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
OCTOBER 2024	Invoice	11/20/2024	CONTRACT ATTY CCAL / OCTOBER 2024	0.00	5,000.00	
125-422-541000		Attorney Ad Litem & Misc		CONTRACT ATTY CCAL / O	5,000.00	
20249	CINTAS CORPORATION	11/20/2024	Regular	0.00	17.53	1148846
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
5237216103	Invoice	10/30/2024	110/18239/CUST #22417799/R&B/PO 44	0.00	17.53	
110-530-547522		Health, Safety & Hazard		110/18239/CUST #224177	17.53	
20385	CIRRO ENERGY	11/20/2024	Regular	0.00	41.19	1148847
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
169003797341	Invoice	11/07/2024	110/18261/ACCT #21 793 286 -2/TRAFFIC	0.00	41.19	
110-524-542600		Utilities		110/18261/ACCT #21 793	41.19	
12774	CITY OF WALLER	11/20/2024	Regular	0.00	175.24	1148848
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
112024	Invoice	11/20/2024	INTERLOCAL/ISSUANCE OF MOTOR VEG R	0.00	175.24	
125-438-545406		City of Waller/Interlocal		INTERLOCAL/ISSUANCE OF	175.24	
14362	CONNETT, RUTH	11/20/2024	Regular	0.00	1,375.00	1148849
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
DECEMBER 2024	Invoice	11/20/2024	KARISCH BUILDING RENT / DECEMBER 20	0.00	1,375.00	
125-434-581900		Building Rental		KARISCH BUILDING RENT /	1,375.00	
01110	CONSOLIDATED COMMUNICATIONS	11/20/2024	Regular	0.00	1,466.25	1148850
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
110124-2	Invoice	11/01/2024	125/18226/ACCT #000-961-9639/0/ANNE	0.00	1,002.94	
125-411-542501		Telephone/Equip & Svc		125/18226/ACCT #000-96	1,002.94	
110124-3	Invoice	11/01/2024	125/18225/ACCT #281375-5550/0/LIB/11	0.00	463.31	

Check Register

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
125-411-542501	Telephone/Equip & Svc		125/18225/ACCT #281375		463.31	
14604	COUFAL, ZACHARY PAUL	11/20/2024	Regular	0.00	5,000.00	1148851
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
OCTOBER 2024	Invoice	11/20/2024	CONTRACT ATTY 506TH /	0.00	5,000.00	
125-422-541000		Attorney Ad Litem & Misc	CONTRACT ATTY 506TH /		5,000.00	
17757	DRURY INN & SUITES AUSTIN NORTH	11/20/2024	Regular	0.00	684.40	1148852
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
CONF #20122099	Invoice	09/16/2024	125/16697/ROADSIDE CLASS/N. CONFOR	0.00	684.40	
125-516-563000		Training & Conference Ex	125/16697/ROADSIDE CLA		684.40	
17757	DRURY INN & SUITES AUSTIN NORTH	11/20/2024	Regular	0.00	737.05	1148853
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
CONF #20122098	Invoice	09/16/2024	125/16698/ROADSIDE CLASS/N. CONFOR	0.00	737.05	
125-516-563000		Training & Conference Ex	125/16698/ROADSIDE CLA		737.05	
17757	DRURY INN & SUITES AUSTIN NORTH	11/20/2024	Regular	0.00	526.44	1148854
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
CONF #20122099	Invoice	09/16/2024	125/16696/ROADSIDE CLASS/N. CONFOR	0.00	526.44	
125-516-563000		Training & Conference Ex	125/16696/ROADSIDE CLA		526.44	
12311	EMBASSY SUITES SAN MARCOS	11/20/2024	Regular	0.00	638.66	1148855
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
CONF #94812106	Invoice	11/12/2024	125/18287/LEADERSHIP CONF/T. GUIDRY/	0.00	638.66	
125-516-563000		Training & Conference Ex	125/18287/LEADERSHIP C		638.66	
20464	ENTEC PEST MANAGEMENT INC	11/20/2024	Regular	0.00	425.00	1148856
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
821787	Invoice	10/24/2024	125/17852/ACCT #7915/BUILD MAINT/P	0.00	425.00	
125-442-545400		Contract Labor	125/17852/ACCT #7915/B		425.00	
14899	ENTERPRISE FM TRUST	11/20/2024	Regular	0.00	72,277.44	1148857
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
FBN5173976 - CO	Invoice	11/06/2024	125/18291/CUST #576400/CONST PCT #1	0.00	25.00	
125-511-587523		Fleet Management Lease	125/18291/CUST #576400		25.00	
FBN5173976 - CO	Invoice	11/06/2024	125/18291/CUST #576400/CONST PCT #2	0.00	71.79	
125-512-587523		Fleet Management Lease	125/18291/CUST #576400		71.79	
FBN5173976 - CO	Invoice	11/06/2024	125/18291/CUST #576400/CONST PCT #3	0.00	25.00	
125-513-587523		Fleet Management Lease	125/18291/CUST #576400		25.00	
FBN5173976 - CO	Invoice	11/06/2024	125/18291/CUST #576400/CONST PCT #4	0.00	973.49	
125-514-587523		Fleet Management Lease	125/18291/CUST #576400		973.49	
FBN5173976 - DA	Invoice	11/06/2024	125/18291/CUST #576400/DA/PO 39497	0.00	514.63	
125-416-587523		Fleet Management Lease	125/18291/CUST #576400		514.63	
FBN5173976 - EN	Invoice	11/06/2024	125/18291/CUST #576400/ENVIRONMEN	0.00	619.74	
125-443-587523		Fleet Management Lease	125/18291/CUST #576400		619.74	
FBN5173976 - JP	Invoice	11/06/2024	125/18291/CUST #576400/JP #2/PO 4065	0.00	991.52	
125-419-587523		Fleet Management Lease	125/18291/CUST #576400		991.52	
FBN5173976 - JU	Invoice	11/06/2024	125/18291/CUST #576400/JUV PROB/PO	0.00	1,505.56	
125-506-587523		Fleet Management Lease	125/18291/CUST #576400		1,505.56	
FBN5173976-ANI	Invoice	11/06/2024	125/18291/CUST#576400/ANIMAL CONT	0.00	585.43	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
125-515-587523		Fleet Management Lease	125/18291/CUST#576400/		585.43	
FBN5173976-CO	Invoice	11/06/2024	125/18291/CUST #576400/CO JUDGE/PO	0.00	1,022.15	
125-440-587523		Fleet Management Lease	Monthly Fleet Lease		1,022.15	
FBN5173976-DIR	Invoice	11/06/2024	125/18291/CUST #576400/DIRECTOR OF	0.00	876.19	
125-401-587523		Fleet Management Lease	125/18291/CUST #576400		876.19	
FBN5173976-FM	Invoice	11/06/2024	125/18291/CUST #576400/FM	0.00	4,516.86	
125-509-587523		Fleet Management Lease	125/18291/CUST #576400		4,516.86	
FBN5173976-R&	Invoice	11/06/2024	110/18291/CUST #576400/R&B/PO 3949	0.00	14,122.63	
110-530-587523		Fleet Management Lease	110/18291/CUST #576400		14,122.63	
FBN5173976-SO	Invoice	11/06/2024	125/18291/CUST #576400/SO/PO 39487	0.00	46,427.45	
125-516-587523		Fleet Management Lease	125/18291/CUST #576400		46,427.45	
14550	ERNEST BARRIENTOS, P.C.	11/20/2024	Regular	0.00	5,000.00	1148858
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
OCTOBER 2024	Invoice	11/20/2024	CONTRACT ATTY 506TH / OCTOBER 2024	0.00	5,000.00	
125-422-541000		Attorney Ad Litem & Misc		CONTRACT ATTY 506TH /	5,000.00	
01947	FLEETWOOD, TRAVIS W.	11/20/2024	Regular	0.00	5,000.00	1148859
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
OCTOBER 2024	Invoice	11/20/2024	CONTRACT ATTY 506TH / OCTOBER 2024	0.00	5,000.00	
125-422-541000		Attorney Ad Litem & Misc		CONTRACT ATTY 506TH /	5,000.00	
21035	GEMINI SAFETY & INDUSTRIAL SUPP	11/20/2024	Regular	0.00	552.12	1148860
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
4604	Invoice	10/28/2024	110/18245/INV #4604/R&B/PO 44393	0.00	552.12	
110-530-547522		Health, Safety & Hazard		110/18245/INV #4604/R&	552.12	
21000	GOLDFAX	11/20/2024	Regular	0.00	30.49	1148861
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
EGOLD-12088985	Invoice	10/31/2024	125/18150/CUST #A00002473/C.C. 01.24.	0.00	30.49	
125-411-542501		Telephone/Equip & Svc		125/18150/CUST #A00002	30.49	
12268	GONZALEZ, STEFANIE M	11/20/2024	Regular	0.00	5,000.00	1148862
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
OCTOBER 2024	Invoice	11/20/2024	CONTRACT ATTY CCAL / OCTOBER 2024	0.00	5,000.00	
125-422-541000		Attorney Ad Litem & Misc		CONTRACT ATTY CCAL / O	5,000.00	
03307	GOODE, ROLFE W.	11/20/2024	Regular	0.00	5,000.00	1148863
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
OCTOBER 2024	Invoice	11/20/2024	CONTRACT ATTY CCAL / OCTOBER 2024	0.00	5,000.00	
125-422-541000		Attorney Ad Litem & Misc		CONTRACT ATTY CCAL / O	5,000.00	
08199	GRAINGER	11/20/2024	Regular	0.00	1,094.45	1148864
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9282332668	Invoice	10/15/2024	110/18233/ACCT #839948247/R&B/PO 4	0.00	597.93	
110-530-587517		Field Supplies		110/18233/ACCT #839948	597.93	
9291027200	Invoice	10/23/2024	125/17999/ACCT #839948247/BUILD MAI	0.00	496.52	
125-442-544700		Repair & Replacement		125/17999/ACCT #839948	496.52	
18035	GREAT SOUTHERN STABILIZED, LLC	11/20/2024	Regular	0.00	4,572.67	1148865

Check Register

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
646665	Invoice	10/21/2024	110/18188/CUST #6464/R&B/PO 44324	0.00	2,264.55	
110-530-587505		Road Materials		110/18188/CUST #6464/R	2,264.55	
646697	Invoice	10/22/2024	110/18187/CUST #6464/R&B/PO 44326	0.00	1,741.11	
110-530-587505		Road Materials		110/18187/CUST #6464/R	1,741.11	
647485	Invoice	10/28/2024	110/18186/CUST #6464/R&B/PO 44504	0.00	567.01	
110-530-587505		Road Materials		110/18186/CUST #6464/R	567.01	
21428	HAMPTON INN MERIDIAN	11/20/2024	Regular	0.00	367.92	1148866
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
CONF #52354168	Invoice	11/05/2024	125/18158/COUNTERDRUG ACADEMY/J.	0.00	367.92	
125-516-563000		Training & Conference Ex		125/18158/COUNTERDRU	367.92	
21412	HARRELSON CONSTRUCTION, LLC	11/20/2024	Regular	0.00	12,890.00	1148867
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
10/14-2024	Invoice	10/14/2024	125/17785/SPETIC SYSTEM RECYCLE/MAI	0.00	12,890.00	
125-442-544700		Repair & Replacement		125/17785/SPETIC SYSTE	12,890.00	
21422	HERRERA JR., ALEX	11/20/2024	Regular	0.00	70.21	1148868
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
102924	Invoice	10/29/2024	110/18163/REIMBURSEMENT FOR BOOTS	0.00	70.21	
110-530-547522		Health, Safety & Hazard		110/18163/REIMBURSEM	70.21	
21426	HIGHFIELD, LEWIS W.	11/20/2024	Regular	0.00	16.00	1148869
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
110124	Invoice	11/01/2024	125/18282/OVERPAYMENT/CAUSE #23-10	0.00	16.00	
125-210-112923		Collection For Others D C		125/18282/OVERPAYMENT	16.00	
21417	HILLIER FUNERAL HOME	11/20/2024	Regular	0.00	600.00	1148870
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
07312024	Invoice	10/05/2024	125/17981/TRANSER TO FBME/CC 11.20.	0.00	600.00	
125-423-540705		Transport To Morgue		125/17981/TRANSER TO F	600.00	
19441	HOEFELICH, GLORY	11/20/2024	Regular	0.00	973.96	1148871
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
110324	Invoice	11/03/2024	125/18109/REIM EVIDENCE CERT CONF/S	0.00	973.96	
125-516-563000		Training & Conference Ex		125/18109/REIM EVIDENC	973.96	
03897	HOMETOWN HARDWARE	11/20/2024	Regular	0.00	1,605.18	1148872
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
166558/2	Invoice	10/16/2024	110/18180/CUST #878/R&B/PO 44332	0.00	14.46	
110-530-568455		Fleet Operations		110/18180/CUST #878/R&	14.46	
166631/2	Invoice	10/21/2024	110/18178/CUST #878/R&B/PO 44335	0.00	27.57	
110-530-587517		Field Supplies		110/18178/CUST #878/R&	27.57	
166658/2	Invoice	10/21/2024	110/18181/CUST #878/R&B/PO 44331	0.00	177.96	
110-530-568455		Fleet Operations		110/18181/CUST #878/R&	177.96	
166732/2	Invoice	10/24/2024	110/18179/CUST #878/R&B/PO 44333	0.00	396.72	
110-530-587517		Field Supplies		110/18179/CUST #878/R&	396.72	
166741/2	Invoice	10/25/2024	125/17873/CUST #149/BUILD MAINT/PO	0.00	127.95	
125-442-544700		Repair & Replacement		125/17873/CUST #149/BU	127.95	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
166742/2 125-442-544700	Invoice	10/25/2024	125/17872/CUST #149/BUILD MAINT/PO	0.00	0.92	
		Repair & Replacement	125/17872/CUST #149/BU		0.92	
166791/2 125-442-544700	Invoice	10/28/2024	125/17904/CUST #149/BUILD MAINT/PO	0.00	11.99	
		Repair & Replacement	125/17904/CUST #149/BU		11.99	
166793/2 110-530-587517	Invoice	10/28/2024	110/18177/CUST #878/R&B/PO 44336	0.00	173.84	
		Field Supplies	110/18177/CUST #878/R&		173.84	
166852/2 125-442-544700	Invoice	10/30/2024	125/17949/CUST #149/BUILD MAINT/PO	0.00	28.93	
		Repair & Replacement	125/17949/CUST #149/BU		28.93	
166892/2 125-442-544700	Invoice	11/01/2024	125/17975/CUST #149/BUILD MAINT/PO	0.00	369.76	
		Repair & Replacement	125/17975/CUST #149/BU		369.76	
279784/1 125-442-544700	Invoice	10/29/2024	125/17903/CUST #149/BUILD MAINT/PO	0.00	231.75	
		Repair & Replacement	125/17903/CUST #149/BU		231.75	
279802/1 110-530-587517	Invoice	10/30/2024	110/18174/CUST #878/R&B/PO 44384	0.00	43.33	
		Field Supplies	110/18174/CUST #878/R&		43.33	
04180	INGRAM LIBRARY SERVICES	11/20/2024	Regular	0.00	849.51	1148873
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
84442993 125-537-535000	Invoice	10/25/2024	125/18138/ACCT #2044683/LIB/PO 4453	0.00	516.65	
		Books, Etc		125/18138/ACCT #204468	516.65	
84521120 125-537-535000	Invoice	10/30/2024	125/18131/ACCT #2043979/LIB/PO 4452	0.00	311.78	
		Books, Etc		125/18131/ACCT #204397	311.78	
84620370 125-537-535000	Invoice	11/05/2024	125/18264/ACCT #2044683/LIB/PO 4460	0.00	21.08	
		Books, Etc		125/18264/ACCT #204468	21.08	
11244	INGRAM, GERALD	11/20/2024	Regular	0.00	692.78	1148874
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
110624 110-524-563000	Invoice	11/06/2024	110/18159/REIMB TACERA TRAINING CO	0.00	692.78	
		Training & Conference Ex		110/18159/REIMB TACERA	692.78	
10758	INNOVATIVE COMMUNICATION SYS	11/20/2024	Regular	0.00	483.28	1148875
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
304718-1 125-519-542501	Invoice	01/01/2024	125/18271/CUST #C29839/CSCD	0.00	47.73	
		Telephone/Equip & Svc		125/18271/CUST #C29839	47.73	
309142-1 125-519-542501	Invoice	05/31/2024	125/18270/CUST #C29839/CSCD	0.00	47.73	
		Telephone/Equip & Svc		125/18270/CUST #C29839	47.73	
312159-1 125-411-542501	Invoice	07/31/2024	125/18268/CUST #C13504/LIB/CC 04.03.2	0.00	9.40	
		Telephone/Equip & Svc		125/18268/CUST #C13504	9.40	
313116-1 125-411-542501	Invoice	08/31/2024	125/18269/CUST #C13504/LIB/CC 04.03.2	0.00	9.40	
		Telephone/Equip & Svc		125/18269/CUST #C13504	9.40	
315500 125-519-542501	Invoice	10/31/2024	125/18152/CUST #C29839/CSCD/PO 433	0.00	369.02	
		Telephone/Equip & Svc		125/18152/CUST #C29839	369.02	
12779	INTEGRATED PRESCRIPTION MANAC	11/20/2024	Regular	0.00	136.17	1148876
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
110524 125-525-546600	Invoice	11/05/2024	125/18200/PRESCRIPTIONS	0.00	86.17	
		Prescriptions For Drugs		125/18200/PRESCRIPTION	86.17	
110524-1 125-525-546600	Invoice	11/05/2024	125/18199/PRESCRIPTIONS	0.00	50.00	
		Prescriptions For Drugs		125/18199/PRESCRIPTION	50.00	
17787	INTELEPEER HOLDINGS INC.	11/20/2024	Regular	0.00	1,457.06	1148877

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV00229697	Invoice	10/31/2024	125/18243/CUST #SAP-1028436/ANNEX/	0.00	1,457.06	
125-411-542501		Telephone/Equip & Svc		125/18243/CUST #SAP-10	1,457.06	
18301	INTERSTATE BILLING SERVICE, INC.	11/20/2024	Regular	0.00	134.94	1148878
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
S0810680501	Invoice	10/22/2024	110/18253/ACCT #836768/R&B/PO 4433	0.00	134.94	
110-530-568455		Fleet Operations		110/18253/ACCT #836768	134.94	
14089	JARVIS TIRE AND WHEEL LLC	11/20/2024	Regular	0.00	1,465.92	1148879
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1023658	Invoice	10/08/2024	125/18148/CUST #10213/LAW ENF/PO 44	0.00	788.00	
125-518-536400		Parts and Repairs		125/18148/CUST #10213/	788.00	
1023755	Invoice	10/10/2024	110/18248/CUST #10212/R&B/PO 44340	0.00	677.92	
110-530-568455		Fleet Operations		110/18248/CUST #10212/	677.92	
04505	KATY PRINTERS, INC.	11/20/2024	Regular	0.00	872.20	1148880
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
74646	Invoice	10/30/2024	125/18099/INV #74646/ENVIRONMENTA	0.00	587.30	
125-443-530200		Supplies and Stationary		125/18099/INV #74646/E	587.30	
74661	Invoice	10/31/2024	125/18236/INV #74661/SO/PO 44531	0.00	284.90	
125-516-568400		Miscellaneous		125/18236/INV #74661/S	284.90	
16788	KELLER AMERICA, INC.	11/20/2024	Regular	0.00	860.00	1148881
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
C244818	Invoice	09/23/2024	110/18257/CUST #WALLE01/R&B/PO 435	0.00	860.00	
110-524-581700		Flood Gages		110/18257/CUST #WALLE0	860.00	
20693	KELLY, EVERETT	11/20/2024	Regular	0.00	76.38	1148882
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
110524	Invoice	11/05/2024	125/18142/MILEAGE TO ASSIST VETERAN	0.00	76.38	
125-405-543500		Mileage		125/18142/MILEAGE TO A	76.38	
T.14761	KIMBALL MIDWEST	11/20/2024	Regular	0.00	4,093.48	1148883
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
102741189	Invoice	10/28/2024	125/17914/ACCT #116487/BUILD MAINT/	0.00	3,484.52	
125-442-530100		Supplies		125/17914/ACCT #116487	3,484.52	
102744970	Invoice	10/29/2024	125/17944/ACCT #116487/BUILD MAINT/	0.00	608.96	
125-442-530100		Supplies		125/17944/ACCT #116487	608.96	
19544	KING ARCHITECTURAL CONSULTING	11/20/2024	Regular	0.00	2,016.79	1148884
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0000042	Invoice	10/02/2024	604/17287/BUSINESS NODE/PAY APP #23	0.00	2,016.79	
604-604-545405		Professional Services		604/17287/BUSINESS NOD	2,016.79	
04680	LANDSOWNE-MOODY CO., INC.	11/20/2024	Regular	0.00	64,820.82	1148885
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
EC13266	Invoice	10/04/2024	110/17436/CUST #029314/R&B/PO 4459	0.00	64,820.82	
110-530-581100		Construction Equipment		110/17436/CUST #029314	64,820.82	
T.13700	LIBERTY TIRE RECYCLING *	11/20/2024	Regular	0.00	3,094.58	1148886

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2844511	Invoice	10/19/2024	110/18235/ACCT #12290/R&B/PO 44327	0.00	3,094.58	
110-530-568455		Fleet Operations		110/18235/ACCT #12290/	3,094.58	
19971	LONE STAR COUNSELING	11/20/2024	Regular	0.00	1,320.00	1148887
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
10-2024	Invoice	11/04/2024	125/18143/COUNSELING/OCTOBER/JUV	0.00	1,320.00	
125-507-547500		Psycho/Group		125/18143/COUNSELING/	1,320.00	
21429	MALEKZAY, ABDUL GHANI	11/20/2024	Regular	0.00	604.40	1148888
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
110424	Invoice	11/04/2024	110/18161/REIM TACERA CONF/R&B/10.	0.00	604.40	
110-524-563000		Training & Conference Ex		110/18161/REIM TACERA	604.40	
18456	MATA, JOSE	11/20/2024	Regular	0.00	5,000.00	1148889
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
OCTOBER 2024	Invoice	11/20/2024	CONTRACT ATTY 506TH / OCTOBER 2024	0.00	5,000.00	
125-422-541000		Attorney Ad Litem & Misc		CONTRACT ATTY 506TH /	5,000.00	
19648	MATLAK, MICHAEL	11/20/2024	Regular	0.00	5,000.00	1148890
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
OCTOBER 2024	Invoice	11/20/2024	CONTRACT ATTY / 506TH / OCTOBER 202	0.00	5,000.00	
125-422-541000		Attorney Ad Litem & Misc		CONTRACT ATTY / 506TH /	5,000.00	
19648	MATLAK, MICHAEL	11/20/2024	Regular	0.00	700.00	1148891
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
110524	Invoice	11/05/2024	125/18241/CAUSE #21-05-17591/506TH	0.00	700.00	
125-422-567100		Miscellaneous Court Cost		125/18241/CAUSE #21-05-	700.00	
19977	MCCALL, ROSS J	11/20/2024	Regular	0.00	223.06	1148892
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
110524	Invoice	11/05/2024	110/18198/REIMB TACERA TRAINING/10.	0.00	223.06	
110-524-563000		Training & Conference Ex		110/18198/REIMB TACERA	223.06	
20397	MIDCOAST MEDICAL CENTER - BELL	11/20/2024	Regular	0.00	70.76	1148893
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
110524	Invoice	11/05/2024	125/18201/MEDICAL SERVICES/ JAIL	0.00	70.76	
125-525-546410		Medical Services/Jail		125/18201/MEDICAL SERV	70.76	
01695	NAPA AUTO PARTS	11/20/2024	Regular	0.00	1,847.22	1148894
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
020858	Invoice	10/15/2024	110/18209/CUST #278/R&B/PO 44297	0.00	110.98	
110-530-568455		Fleet Operations		110/18209/CUST #278/R&	110.98	
020922	Invoice	10/16/2024	110/18208/CUST #278/R&B/PO 44298	0.00	310.52	
110-530-568455		Fleet Operations		110/18208/CUST #278/R&	310.52	
021514	Invoice	10/21/2024	110/18207/CUST #278/R&B/PO 44299	0.00	698.47	
110-530-568455		Fleet Operations		110/18207/CUST #278/R&	698.47	
021629	Invoice	10/22/2024	110/18206/CUST #278/R&B/PO 44301	0.00	6.87	
110-530-587517		Field Supplies		110/18206/CUST #278/R&	6.87	
021755	Invoice	10/23/2024	110/18205/CUST #278/R&B/PO 44303	0.00	373.35	

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110-530-568455		Fleet Operations	110/18205/CUST #278/R&		373.35	
021878	Invoice	10/24/2024	110/18204/CUST #278/R&B/PO 44305	0.00	62.93	
110-530-568455		Fleet Operations	110/18204/CUST #278/R&		62.93	
021927	Invoice	10/24/2024	110/18203/CUST #278/R&B/PO 44306	0.00	30.64	
110-530-568455		Fleet Operations	110/18203/CUST #278/R&		30.64	
021929	Invoice	10/24/2024	110/18202/CUST #278/R&B/PO 44307	0.00	253.46	
110-530-568455		Fleet Operations	110/18202/CUST #278/R&		253.46	
21418	NEOTERIC HOVERCRAFT INC.	11/20/2024	Regular	0.00	108,952.00	1148895
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
11514	Invoice	08/13/2024	241/15998/INV #11514/ARP/C.C. 07.24.2	0.00	106,286.00	
241-595-561209		ARP Miscellaneous		241/15998/INV #11514/A	106,286.00	
11535	Invoice	08/20/2024	241/18135/INV #11535/ARP/C.C. 07.24.2	0.00	2,666.00	
241-595-561209		ARP Miscellaneous		241/18135/INV #11535/A	2,666.00	
18826	ODP BUSINESS SOLUTIONS, LLC	11/20/2024	Regular	0.00	1,983.24	1148896
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
387181306001	Invoice	10/22/2024	125/18227/ACCT #30113665/JP #1/PO 44	0.00	796.49	
125-418-581800		Furniture & Equipment		125/18227/ACCT #301136	796.49	
391476888001	Invoice	10/18/2024	125/17941/ACCT #30113665/JUV PROB/P	0.00	28.26	
125-506-568400		Miscellaneous		125/17941/ACCT #301136	28.26	
393130771001	Invoice	10/23/2024	125/18229/ACCT #30113665/LIB/PO 442	0.00	1,129.68	
125-537-581800		Furniture & Equipment		125/18229/ACCT #301136	1,129.68	
393134584001	Invoice	10/23/2024	125/18230/ACCT #30113665/LIB/PO 442	0.00	28.81	
125-537-581800		Furniture & Equipment		125/18230/ACCT #301136	28.81	
00928	O'REILLY AUTO PARTS	11/20/2024	Regular	0.00	565.06	1148897
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0603-191142	Invoice	10/21/2024	110/18190/ACCT #1804716/R&B/PO 443	0.00	59.99	
110-530-568455		Fleet Operations		110/18190/ACCT #180471	59.99	
0603-191160	Invoice	10/21/2024	110/18189/ACCT #1804716/R&B/PO 443	0.00	49.99	
110-530-568455		Fleet Operations		110/18189/ACCT #180471	49.99	
0603-191702	Invoice	10/23/2024	110/18193/ACCT #1804716/R&B/PO 443	0.00	2.14	
110-530-568455		Fleet Operations		110/18193/ACCT #180471	2.14	
0603-191797	Invoice	10/24/2024	110/18192/ACCT #1804716/R&B/PO 443	0.00	105.00	
110-530-568455		Fleet Operations		110/18192/ACCT #180471	105.00	
0603-191885	Invoice	10/24/2024	110/18191/ACCT #1804716/R&B/PO 443	0.00	347.94	
110-530-568455		Fleet Operations		110/18191/ACCT #180471	347.94	
14075	PARHAM, RUBY J.	11/20/2024	Regular	0.00	5,000.00	1148898
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
OCTOBER 2024	Invoice	11/20/2024	CONTRACT ATTY 506TH / OCTOBER 2024	0.00	5,000.00	
125-422-541000		Attorney Ad Litem & Misc		CONTRACT ATTY 506TH /	5,000.00	
18525	PETROLEUM TRADERS CORPORATIO	11/20/2024	Regular	0.00	18,318.44	1148899
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2034716	Invoice	10/31/2024	110/18244/ACCT #993264/1/R&B/PO 445	0.00	18,318.44	
110-530-537501		Fuel		110/18244/ACCT #993264	18,318.44	
21176	PIRTEK KATY	11/20/2024	Regular	0.00	420.99	1148900

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
226-T0000680	Invoice	10/30/2024	110/18249/INV #226-T0000680/R&B/PO	0.00	420.99	
110-530-568455		Fleet Operations		110/18249/INV #226-T000	420.99	
21315	PRONTO SERVICES, LLC	11/20/2024	Regular	0.00	2,030.00	1148901
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
15045	Invoice	10/21/2024	110/18238/INV #15045/R&B/PO 44485	0.00	2,030.00	
110-530-590000		Bridge Replacement		110/18238/INV #15045/R	2,030.00	
17650	QUADIENT LEASING USA, INC	11/20/2024	Regular	0.00	74.13	1148902
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
Q1580126	Invoice	10/31/2024	125/18145/CUST #01267789/JP #1/PO 40	0.00	74.13	
125-418-531400		Postage		125/18145/CUST #012677	74.13	
19075	QUIDDITY ENGINEERING, LLC	11/20/2024	Regular	0.00	127.50	1148903
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
ARIV1026993	Invoice	10/30/2024	110/17950/PROJ #R0029-0081-00/R&B/G	0.00	127.50	
110-530-545800		Prof Consult/Flood Plain		110/17950/PROJ #R0029-	127.50	
06120	QUILL CORPORATION	11/20/2024	Regular	0.00	1,042.11	1148904
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
40727982	Invoice	09/24/2024	110/18165/ACCT #2893854/R&B/PO 443	0.00	91.77	
110-530-547522		Health, Safety & Hazard		110/18165/ACCT #289385	91.77	
40742795	Invoice	09/24/2024	110/18166/ACCT #2893854/R&B/PO 443	0.00	5.73	
110-524-530500		Office & Drafting Supplies		110/18166/ACCT #289385	5.73	
40743922	Invoice	09/24/2024	110/18168/ACCT #2893854/R&B/PO 443	0.00	5.79	
110-524-530500		Office & Drafting Supplies		110/18168/ACCT #289385	5.79	
40748702	Invoice	09/24/2024	110/18167/ACCT #2893854/R&B/PO 443	0.00	75.99	
110-524-530500		Office & Drafting Supplies		110/18167/ACCT #289385	75.99	
40750615	Invoice	09/25/2024	110/18183/ACCT #2893854/R&B/PO 443	0.00	103.99	
110-530-547522		Health, Safety & Hazard		110/18183/ACCT #289385	103.99	
40758870	Invoice	09/25/2024	110/18184/ACCT #2893854/R&B/PO 443	0.00	10.61	
110-524-530500		Office & Drafting Supplies		110/18184/ACCT #289385	10.61	
40767023	Invoice	09/25/2024	110/18185/ACCT #2893854/R&B/PO 443	0.00	27.28	
110-524-530500		Office & Drafting Supplies		110/18185/ACCT #289385	27.28	
41111253	Invoice	10/16/2024	110/18173/ACCT #2893854/R&B/PO 443	0.00	109.76	
110-524-530500		Office & Drafting Supplies		110/18173/ACCT #289385	109.76	
41120533	Invoice	10/17/2024	110/18169/ACCT #2893854/R&B/PO 443	0.00	10.79	
110-524-530500		Office & Drafting Supplies		110/18169/ACCT #289385	10.79	
41134669	Invoice	10/17/2024	110/18172/ACCT #2893854/R&B/PO 443	0.00	82.78	
110-524-530500		Office & Drafting Supplies		110/18172/ACCT #289385	82.78	
41136576	Invoice	10/17/2024	110/18171/ACCT #2893854/R&B/PO 443	0.00	28.49	
110-524-530500		Office & Drafting Supplies		110/18171/ACCT #289385	28.49	
41160932	Invoice	10/17/2024	110/18170/ACCT #2893854/R&B/PO 443	0.00	47.49	
110-524-530500		Office & Drafting Supplies		110/18170/ACCT #289385	47.49	
41230139	Invoice	10/24/2024	125/18265/ACCT #3052906/LIB/PO 4460	0.00	26.74	
125-537-530200		Supplies and Stationary		125/18265/ACCT #305290	26.74	
41383445	Invoice	11/04/2024	125/18182/ACCT #6339342/SO COMM/P	0.00	414.90	
125-517-530200		Supplies and Stationary		125/18182/ACCT #633934	414.90	
06150	RB EVERETT & COMPANY	11/20/2024	Regular	0.00	616.77	1148905

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
SI133925	Invoice	10/15/2024	110/18246/CUST #C13884/R&B/PO 4433	0.00	616.77	
110-530-568455		Fleet Operations		110/18246/CUST #C13884	616.77	
02055	RECOVERY MONITORING	11/20/2024	Regular	0.00	110.00	1148906
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
10036943	Invoice	10/16/2024	125/18231/ACCT #2079483470/506TH AP	0.00	110.00	
125-422-567112		Drug Testing		125/18231/ACCT #207948	110.00	
06367	RICHARDSON, LEE VAN	11/20/2024	Regular	0.00	5,000.00	1148907
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
OCTOBER 2024	Invoice	11/20/2024	CONTRACT ATTY 506TH / OCTOBER 2024	0.00	5,000.00	
125-422-541000		Attorney Ad Litem & Misc		CONTRACT ATTY 506TH /	5,000.00	
20987	ROADSAFE TRAFFIC SYSTEMS, INC	11/20/2024	Regular	0.00	5,760.00	1148908
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
209003	Invoice	06/26/2024	125/18098/CUST #50577/ENVIRONMENT	0.00	5,760.00	
125-443-587525		911 Address Signs		125/18098/CUST #50577/	5,760.00	
19516	ROCA CLEANING SERVICES	11/20/2024	Regular	0.00	1,350.00	1148909
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
036977	Invoice	10/14/2024	125/17864/CLEANING/10.8 ;9;11;12;13/	0.00	750.00	
125-442-545400		Contract Labor		125/17864/CLEANING/10.	750.00	
036978	Invoice	10/21/2024	125/17865/CLEANING/10.14 - 10.17/MAI	0.00	600.00	
125-442-545400		Contract Labor		125/17865/CLEANING/10.	600.00	
15928	ROTHE, DANNY	11/20/2024	Regular	0.00	100.00	1148910
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
110724	Invoice	11/07/2024	125/18283/R&B RENTAL TRAILER PERMIT	0.00	100.00	
125-434-568400		Miscellaneous		125/18283/R&B RENTAL T	100.00	
20698	ROWDY HAACK	11/20/2024	Regular	0.00	5,000.00	1148911
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
OCTOBER 2024	Invoice	11/20/2024	CONTRACT ATTY / CCAL / OCTOBER 2024	0.00	5,000.00	
125-422-541000		Attorney Ad Litem & Misc		CONTRACT ATTY / CCAL /	5,000.00	
00711	SARGENT, JOAN	11/20/2024	Regular	0.00	662.85	1148912
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
111224	Invoice	11/12/2024	125/18258/REIMB TX PUBLIC FUNDS CON	0.00	662.85	
125-436-563000		Training & Conference Ex		125/18258/REIMB TX PUB	662.85	
14921	SEDALCO, INC	11/20/2024	Regular	0.00	2,255,233.71	1148913
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
12548	Invoice	11/11/2024	125/18411/MODULAR BUILDING/APP #8/	0.00	26,822.88	
125-600-581620		Justice Center Modular B		125/18411/MODULAR BUI	26,822.88	
APPLICATION #24	Invoice	11/06/2024	604/18289/BUSINESS NODE/PAY APP #24	0.00	2,228,410.83	
604-604-545405		Professional Services		604/18289/BUSINESS NOD	33,026.91	
604-604-581000		Bldg Purch, Const, or Imp		604/18289/BUSINESS NOD	2,195,383.92	
21409	SHARPE, DOMINIQUE	11/20/2024	Regular	0.00	376.16	1148914

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
110524	Invoice	11/05/2024	125/18147/REIM MILEAGE FOR TRAINING	0.00	376.16	
125-506-545310		Staff Training		125/18147/REIM MILEAGE	376.16	
21256	SIKES, ANDREW LONNIE	11/20/2024	Regular	0.00	224.00	1148915
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
110124	Invoice	11/01/2024	110/18162/REIM TACERA CONF/R&B/10.	0.00	224.00	
110-524-563000		Training & Conference Ex		110/18162/REIM TACERA	224.00	
T.10521	SIRCHIE FINGER PRINT LAB	11/20/2024	Regular	0.00	104.53	1148916
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0669331-IN	Invoice	10/29/2024	125/18154/CUST #00-0077445/SO/PO 44	0.00	104.53	
125-516-581700		Equipment		125/18154/CUST #00-007	104.53	
17520	SMARSH INC	11/20/2024	Regular	0.00	160.90	1148917
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
INV-227397	Invoice	10/31/2024	125/18263/ACCT #SA-303403/EMAIL ARC	0.00	160.90	
125-411-542502		Internet Service		125/18263/ACCT #SA-303	160.90	
T.15262	STEVENSON ENTERPRISES	11/20/2024	Regular	0.00	359.76	1148918
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
12171	Invoice	10/16/2024	125/17979/INV #12171/BUILD MAINT/PO	0.00	359.76	
125-442-530100		Supplies		125/17979/INV #12171/B	359.76	
21427	STEWART, RAYMOND T.	11/20/2024	Regular	0.00	1,499.41	1148919
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
110824	Invoice	11/08/2024	125/18285/REIMB TCOLE TRAINING CONF	0.00	1,499.41	
125-513-563000		Training & Conference Ex		125/18285/REIMB TCOLE	1,499.41	
07555	TAC SECURITY	11/20/2024	Regular	0.00	177.50	1148920
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
24 1130 10	Invoice	10/01/2024	110/17835/ACCT #DVR 1130/R&B/PO 44	0.00	177.50	
110-524-568426		Office Security		110/17835/ACCT #DVR 11	177.50	
15731	TEXAS A&M AGRILIFE EXTENSION SE	11/20/2024	Regular	0.00	40.00	1148921
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
E511168	Invoice	10/30/2024	125/18140/CUST #50000000000073/EXT	0.00	40.00	
125-540-563000		Training & Conference Ex		125/18140/CUST #500000	40.00	
14805	TEXAS ASSOCIATION OF COUNTIES	11/20/2024	Regular	0.00	200.00	1148922
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
239595-24	Invoice	10/08/2024	125/17890/MEM DUES 09.01.24 - 08.31.2	0.00	200.00	
125-411-562300		County Organizational Du		125/17890/MEM DUES 09.	200.00	
21012	TEXAS STAR TRANSPORT, LLC	11/20/2024	Regular	0.00	37,211.60	1148923
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
24339	Invoice	10/31/2024	110/18214/INV #24339/R&B/PO 44390	0.00	3,122.64	
110-530-587505		Road Materials		110/18214/INV #24339/R	3,122.64	
24342	Invoice	11/05/2024	110/18222/INV #24342/R&B/PO 44534	0.00	3,064.02	
110-530-587505		Road Materials		110/18222/INV #24342/R	3,064.02	

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24758 110-530-587505	Invoice	10/28/2024	110/18210/INV #24758/R&B/PO 44312 Road Materials	0.00	3,261.37	
24760 110-530-587505	Invoice	10/29/2024	110/18211/INV #24760/R&B/PO 44359 Road Materials	0.00	814.05	
24762 110-530-587505	Invoice	10/30/2024	110/18216/INV #24762/R&B/PO 44380 Road Materials	0.00	823.81	
24763 110-530-587505	Invoice	10/31/2024	110/18217/INV #24763/R&B/PO 44389 Road Materials	0.00	3,272.66	
24767 110-530-587505	Invoice	11/05/2024	110/18223/INV #44533/R&B/PO 44533 Road Materials	0.00	1,598.82	
24972 110-530-587505	Invoice	11/04/2024	110/18218/INV #24972/R&B/PO 44507 Road Materials	0.00	3,201.57	
24973 110-530-587505	Invoice	11/05/2024	110/18220/INV #24973/R&B/PO 44536 Road Materials	0.00	3,220.79	
25034 110-530-587505	Invoice	10/30/2024	110/18215/INV #25034/R&B/PO 44381 Road Materials	0.00	1,606.74	
25038 110-530-587505	Invoice	11/04/2024	110/18219/INV #25038/R&B/PO 44506 Road Materials	0.00	3,200.06	
25253 110-530-587505	Invoice	10/29/2024	110/18212/INV #25253/R&B/PO 44361 Road Materials	0.00	813.13	
25461 110-530-587505	Invoice	11/05/2024	110/18221/INV #25461/R&B/PO 44535 Road Materials	0.00	2,999.68	
25518 110-530-587505	Invoice	10/31/2024	110/18213/INV #25518/R&B/PO 44391 Road Materials	0.00	3,142.43	
25521 110-530-587505	Invoice	11/04/2024	110/18224/INV #25521/R&B/PO 44532 Road Materials	0.00	3,069.83	
20697	THE LAW OFFICE OF ALISA HARRIS, I	11/20/2024	Regular	0.00	5,000.00	1148924
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
OCTOBER 2024 125-422-541000	Invoice	11/20/2024	CONTRACT ATTY / CCAL /	0.00	5,000.00	
		Attorney Ad Litem & Misc		CONTRACT ATTY / CCAL /	5,000.00	
HARLO	THOMSON REUTERS - WEST PAYME	11/20/2024	Regular	0.00	4,194.45	1148925
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
850981995 241-595-561209	Invoice	11/01/2024	241/18134/ACCT #1000274178/DA ARP Miscellaneous	0.00	3,634.80	
851034422 111-425-535000	Invoice	11/01/2024	111/18133/ACCT #1005822168/LAW LIB Books, Etc	0.00	559.65	
18463	TRACK GROUP AMERICAS, INC	11/20/2024	Regular	0.00	303.75	1148926
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
39476 125-507-564001	Invoice	09/30/2024	125/18149/INV #39476/JUV PROB/PO 44 Other Detention Expense	0.00	303.75	
				125/18149/INV #39476/JU	303.75	
08030	TURNER PIERCE & FULTZ, INC.	11/20/2024	Regular	0.00	2,332.38	1148927
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
K82489 110-530-568455	Invoice	10/24/2024	110/18250/CUST #13760/R&B/PO 44342 Fleet Operations	0.00	2,332.38	
				110/18250/CUST #13760/	2,332.38	
12602	VERIZON	11/20/2024	Regular	0.00	989.81	1148928

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9975155042	Invoice	10/01/2024	110/17537/ACCT #221650167-00001/R&	0.00	989.81	
110-524-544900		Service Contracts/Repairs	110/17537/ACCT #221650		989.81	
13603	VERIZON	11/20/2024	Regular	0.00	151.96	1148929
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9976999823	Invoice	10/23/2024	125/18125/ACCT #242112736-00001/JUV	0.00	151.96	
125-506-542500		Telephone	125/18125/ACCT #242112		151.96	
T.9133	WALLER COUNTY ASPHALT, INC.	11/20/2024	Regular	0.00	63,350.00	1148930
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
28188	Invoice	10/29/2024	110/18194/INV #28188/R&B/PO 44323	0.00	6,536.20	
110-530-587505		Road Materials	110/18194/INV #28188/R		6,536.20	
28209	Invoice	10/31/2024	110/18195/INV #28209/R&B/PO 44498	0.00	56,813.80	
110-530-587505		Road Materials	110/18195/INV #28209/R		56,813.80	
08284	WALLER COUNTY BUTANE	11/20/2024	Regular	0.00	84.00	1148931
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
203613	Invoice	10/23/2024	110/18232/INV #203613/R&B/PO 44345	0.00	84.00	
110-530-537501		Fuel	110/18232/INV #203613/		84.00	
T.6221	WALLER COUNTY COMMUNITY SUP	11/20/2024	Regular	0.00	90.00	1148932
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
110824	Invoice	11/08/2024	110/18286/REFUND CAUSE #CC23-389/C	0.00	90.00	
110-000-451305		County Clerk R & B	110/18286/REFUND CAUS		90.00	
08340	WALLER COUNTY ELECTRIC	11/20/2024	Regular	0.00	9,030.00	1148933
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
225509	Invoice	11/06/2024	125/18196/JOB #1053627140/BUILD MAI	0.00	4,255.00	
125-442-544700		Repair & Replacement	125/18196/JOB #1053627		4,255.00	
225510	Invoice	11/06/2024	125/18197/JOB #1055017958/BUILD MAI	0.00	4,775.00	
125-442-544700		Repair & Replacement	125/18197/JOB #1055017		4,775.00	
T.10401	WALLER COUNTY PAINT & BODY SH	11/20/2024	Regular	0.00	232.50	1148934
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1070-24	Invoice	10/10/2024	110/18247/REPAIRS FOR VIN #0442/R&B/	0.00	232.50	
110-530-568455		Fleet Operations	110/18247/REPAIRS FOR V		232.50	
311	WALLER COUNTY TAX OFFICE	11/20/2024	Regular	0.00	7,003.08	1148935
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2024	Invoice	11/12/2024	125/18266/RECYCLE CENTER PROPERTY ID	0.00	7,003.08	
125-411-540400		Taxes/Recycle Center	125/18266/RECYCLE CENT		7,003.08	
01799	WAUKESHA-PEARCE INDUSTRIES,IN	11/20/2024	Regular	0.00	410.00	1148936
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
2538449	Invoice	10/28/2024	125/17912/INSPECTION UNIT #136323/M	0.00	410.00	
125-442-545400		Contract Labor	125/17912/INSPECTION U		410.00	
21269	WILSON, CYNTHIA	11/20/2024	Regular	0.00	88.17	1148937

Check Register

Packet: APPKT06667-COMM CR

Item 10.

4

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
110724	Invoice	11/07/2024	125/18284/REIM MILEAGE FOR SEPT & O	0.00	88.17	
125-442-568400		Miscellaneous		125/18284/REIM MILEAGE	88.17	
08900	XEROX CORPORATION	11/20/2024	Regular	0.00	1,526.68	1148938
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
022382217	Invoice	11/01/2024	125/18277/CUST #715343448/JP #3/PO 4	0.00	182.43	
125-420-581813		Copier/Printer		125/18277/CUST #715343	182.43	
022382218	Invoice	11/01/2024	125/18274/CUST #719281826/COMM/P	0.00	208.96	
125-401-581813		Copier/Printer		125/18274/CUST #719281	208.96	
022382222	Invoice	11/01/2024	125/18280/CUST #724586276/AUDITOR/	0.00	203.62	
125-435-581813		Copier/Printer		125/18280/CUST #724586	203.62	
022382223	Invoice	11/01/2024	125/18279/CUST #724590047/CO CLERK/	0.00	148.25	
125-403-581813		Copier/Printer		125/18279/CUST #724590	148.25	
022382224	Invoice	11/01/2024	125/18276/CUST #725635395/DIST CLER	0.00	265.54	
125-417-581813		Copier/Printer		125/18276/CUST #725635	265.54	
022382233	Invoice	11/01/2024	125/18273/CUST #725924823/CO CLERK/	0.00	172.20	
125-403-581813		Copier/Printer		125/18273/CUST #725924	172.20	
022382235	Invoice	11/01/2024	125/18272/CUST #726027444/506TH/PO	0.00	230.42	
125-408-581813		Copier/Printer		125/18272/CUST #726027	230.42	
022426304	Invoice	11/03/2024	125/18281/CUST #719463366/EXT/PO 40	0.00	115.26	
125-540-581813		Copier/Printer		125/18281/CUST #719463	115.26	
15772	XEROX FINANCIAL SERVICES	11/20/2024	Regular	0.00	179.00	1148939
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
6345222	Invoice	10/12/2024	110/18251/CONTRACT #010-0157959-00	0.00	179.00	
110-524-581813		Copier/Printer		110/18251/CONTRACT #0	179.00	
10402	ZAVALA, IRMA	11/20/2024	Regular	0.00	545.00	1148940
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
110224	Invoice	11/02/2024	125/18136/INTERPRETER 10.17.24/506T	0.00	545.00	
125-422-566505		Interpreter Services		125/18136/INTERPRETER	545.00	

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	202	107	0.00	2,801,845.55
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	202	107	0.00	2,801,845.55

Fund Summary

Fund	Name	Period	Amount
998	POOLED CASH	11/2024	2,801,845.55
			<u>2,801,845.55</u>



Item 14.

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Sunterra Apartments

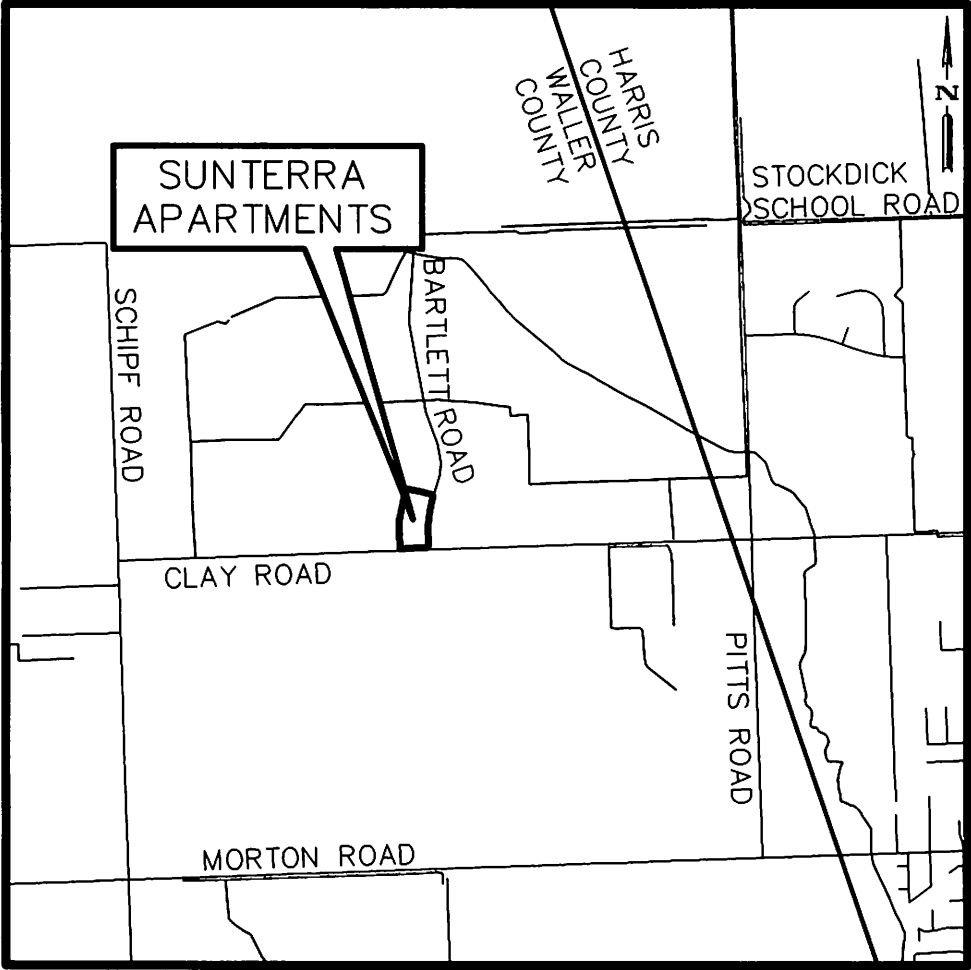
Date: November 20, 2024

Background

Final Plat of Sunterra Apartments which consists of 10.44 acres will include 1 Block and 1 Reserve in Precinct 3.

Staff Recommendation

Approve Plat



VICINITY MAP

N.T.S.

KEY MAP PAGE NO. 443H

Brookshire—
Katy Drainage District Permit No. 2024—31

SUNTERRA
APARTMENTS

A SUBDIVISION OF 10.44 ACRES OF LAND
LOCATED IN THE
H. & T.C. RAILROAD COMPANY
SURVEY SECTION 121, A-201
WALLER COUNTY, TEXAS

LOTS: 0 RESERVES: 1 BLOCKS: 1
SCALE: 1"=100' DATE: DECEMBER, 2023

NOTES:

1. "1" INDICATES BLOCK NUMBER.
2. B.L. INDICATES BUILDING LINES, U.E. INDICATES UTILITY EASEMENT, A.E. INDICATES AERIAL EASEMENT, SAN.S.E. INDICATES SANITARY SEWER EASEMENT, STM.S.E. INDICATES STORM SEWER EASEMENT, D.E. INDICATES DRAINAGE EASEMENT, W.L.E. INDICATES WATER LINE EASEMENT, W.C.C.F. INDICATES WALLER COUNTY CLERK'S FILE, INDICATES FIRE HYDRANT EASEMENT, W.M.E. INDICATES WATER METER EASEMENT, W.C.C.F. INDICATES WALLER COUNTY CLERK'S FILE NUMBER, W.C.D.R. INDICATES WALLER COUNTY DEED RECORDS, F.N. INDICATES FILE NUMBER, O.P.R.W.C. INDICATES OFFICIAL PUBLIC RECORD WALLER COUNTY, W.C.M.U.D. INDICATES WALLER COUNTY MUNICIPAL UTILITY DISTRICT, VOL. INDICATES VOLUME, PG. INDICATES PAGE, FND. INDICATES FOUND, I. INDICATES IRON, N.T.S. INDICATES NOT TO SCALE.
3. ALL BEARINGS ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, (NAD83).
4. THE COORDINATE VALUES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4203 STATE PLANE GRID COORDINATES, (NAD83). ALL DISTANCES AND AREAS SHOWN HEREON ARE SURFACE VALUES AND MAY BE CONVERTED TO GRID BY APPLYING A COMBINED SCALE FACTOR OF 0.9998973310.
5. THE SQUARE FOOTAGE VALUE SHOWN HEREON IS A MATHEMATIC VALUE BASED UPON THE BOUNDARY DATA SHOWN HEREON. THIS VALUE HAS NO RELATION TO THE PRECISION OF CLOSURE OF THIS PLAT OR THE POSITION OF CORNER MONUMENTS RECOVERED OR PLACED.
6. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBER 48473CO375E, DATED FEBRUARY 18, 2009, WALLER COUNTY, TEXAS, AND LOMR # 19-06-1115P, EFFECTIVE APRIL 27, 2020, THIS PROPERTY LIES WITHIN; 1) ZONE "X" (UNSHADED) WHICH IS DEFINED AS AREAS TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.
7. SHOULD THIS PLAT NOT BE RECORDED WITHIN A ONE YEAR PERIOD FROM THE DATE OF APPROVAL BY THE CITY OF HOUSTON, TEXAS IT WILL BE CONSIDERED VOID.
8. THIS PLAT LIES WITHIN THE E.T.J. OF CITY OF HOUSTON, WALLER COUNTY, TEXAS AND THE KATY INDEPENDENT SCHOOL DISTRICT.
9. THIS PLAT IS BASED ON A CITY PLANNING LETTER PREPARED BY CHARTER TITLE COMPANY, DATED AUGUST 2, 2024, CERTIFIED JULY 28, 2024 AND IS SUBJECT TO ALL TERMS, CONDITIONS, LEASES AND ENCUMBRANCES STIPULATED THEREIN. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
10. THIS PLAT IS SUBJECT TO GRANT OF EASEMENT AND SURFACE USE AGREEMENT. RECORDED UNDER CLERK'S FILE NO. 1910725, OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS.
11. THIS PLAT IS SUBJECT TO RESTRICTIONS SET FORTH UNDER 2100543, 2108796, 2115251, 2215693, 2213551, AND 2215694 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS.
12. ALL OF THE PROPERTY SUBDIVIDED IN THE FOREGOING PLAT IS WITHIN THE INCORPORATED BOUNDARIES OF THE CITY OF HOUSTON, TEXAS.
13. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF WALLER COUNTIES MUNICIPAL UTILITY DISTRICT No. 37.
14. BROOKSHIRE-KATY DRAINAGE DISTRICT PERMIT NO. 2024-31.
15. THIS PROPERTY LIES PARTIALLY IN A CALLED 100.6 ACRE AGREEMENT TRACT BETWEEN BROOKSHIRE-KATY DRAINAGE DISTRICT AND KATY 1039, LTD W.C.C.F. NO. 2200988.
16. THERE IS NO OBSERVED EVIDENCE OF PIPELINES WITHIN THE BOUNDARIES OF THE SUBJECT TRACT. THIS PLAT WAS MADE IN RELIANCE UPON CITY PLANNING LETTER PREPARED BY CHARTER TITLE COMPANY, DATED AUGUST 2, 2024, CERTIFIED JULY 28, 2024.
17. STRUCTURES BUILT ON LOTS IN THE DESIGNATED FLOODPLAIN 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) ABOVE THE 500-YEAR FLOODPLAIN ELEVATION. 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.
18. MINIMUM SLAB ELEVATIONS ARE ESTABLISHED AS THE HIGHEST OF THE FOLLOWING:
 - A) 18 INCHES ABOVE NATURAL GROUND AT THE HIGHEST POINT ON THE PERIMETER OF THE SLAB; OR
 - B) 18 INCHES ABOVE THE HIGHEST ELEVATION OF THE TOP OF CURB ADJACENT TO THE LOT; OR
 - C) 18 INCHES ABOVE THE CURRENT EFFECTIVE 100-YEAR FLOOD PLAIN OF 156.6'; OR
 - D) MINIMUM SLAB ELEVATION OF 164.5'

DATE: DECEMBER, 2023

SCALE: N.T.S.

SHEET 2 OF 9

OWNER:
THE VC AT SUNTERRA, LLC,
a Texas limited liability company,
3773 RICHMOND AVE.,
SUITE 800 HOUSTON,
TEXAS 77046
713-963-8200

SUNTERRA
APARTMENTS



BGE, Inc.
10777 Westheimer, Suite 500, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPE Registration No. F-1046
TBPLS Licensed Surveying Firm No. 101065-00

BENCHMARKS:

AW5416: STEEL ROAD IN SLEEVE AT THE SOUTHWEST INTERSECTION OF KATY-HOCKLEY ROAD AND FREEMAN ROAD.

ELEVATION: 158.3 FEET NAVD-88

TBM 676-17-1: BOX CUT WITH "X" ON FIRST "C" INLET WEST OF BARTLETT ROAD ON THE SOUTH RIGHT-OF-WAY LINE OF SUNTERRA SHORES DRIVE.

ELEVATION: 162.83 FEET NAVD-88

TBM 676-17-2: BOX CUT WITH "X" ON FIRST "C" INLET SOUTH OF SUNTERRA SHORES DRIVE ON BARTLETT ROAD.

ELEVATION: 162.92 FEET NAVD-88

LINE DATA		
NUMBER	BEARING	DISTANCE
L1	S15°16'51"W	33.15'
L2	N3°29'44"E	28.00'
L3	N12°02'04"E	18.95'

CURVE DATA					
NUMBER	RADIUS	DELTA ANGLE	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	1800.00'	8°13'04"	258.17'	S 78°49'32" E	257.95'
C2	30.00'	90°00'00"	47.12'	S 29°43'09" E	42.43'
C3	2050.00'	17°15'48"	617.67'	S 6°38'57" W	615.34'
C4	35.00'	89°59'55"	54.98'	S 43°01'00" W	49.50'

DISTRICT NAMES	
COUNTY ASSISTANCE DISTRICT	WALLER CAD
M. U. D.	WALLER CO M. U. D. #37
SCHOOL	KATY I. S. D.
D. B. K.	B-K DRAINAGE DISTRICT
E. S. D.	WALLER-HARRIS E. S. D. 200
G. W. A.	WALLER COUNTY
H. W. C. M. 4	HARRIS-WALLER COUNTIES M. U. D. #4
R. F. M.	WALLER CO FM
CITY OR CITY ETJ	HOUSTON E. T. J.
UTILITIES CO.	CENTERPOINT ENERGY

DESCRIPTION OF A 10.44 ACRE TRACT OF LAND SITUATED
IN THE H. & T.C. R.R. CO. SURVEY, SECTION 121, ABSTRACT NO. 201
WALLER COUNTY, TEXAS

BEING a 10.44 acre (454,924 square foot) tract of land situated in the H. & T.C. R.R. Co. Survey, Section 121, Abstract No. 201 of Waller County, Texas and being a called 10.44 acre tract of land described in an instrument to The Vic At Sunterra, LLC, recorded under Instrument Number (I.N.) 2215694 of the Official Public Records of Waller County (O.P.R.W.C.), said 10.44 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 Sunterra Shores Drive as cited herein:

BEGINNING at a 3/4-inch iron rod with cap stamped "JONES & CARTER" found for the South end of a radial cutback at the Southwest intersection of Sunterra Shores Drive (60 feet wide) as shown on SUNTERRA SHORES DRIVE STREET DEDICATION SECTION 2, a subdivision per plat recorded under File Number (F.N.) 2110191 of the Official Public Records of Waller County (O.P.R.W.C.) and Bartlett Road (100 feet wide) as shown on BARTLETT ROAD DRIVE STREET DEDICATION SECTION 2, a subdivision per plat recorded under F.N. 2108104 of the O.P.R.W.C. and the most Easterly Northeast corner of said 234.14 acre tract;

THENCE, along and with the Westerly right-of-way line of said Bartlett Road and the Easterly lines of said 234.14 acre tract, the following courses and distances:

S 15°16'51" W, a distance of 33.15 feet to a 3/4-inch iron rod found for the beginning of a tangent curve to the left;

In a Southwesterly direction, along and with said curve to the left, an arc distance of 617.67 feet, having a radius of 2,050.00 feet, a central angle of 17°15'48" and chord which bears S 06°38'57" W, 615.34 feet to a 3/4-inch iron rod with cap stamped "JONES & CARTER" found for a point of tangency;

S 01°58'57" E, a distance of 164.88 feet to a 3/4-inch iron rod with cap stamped "JONES & CARTER" found the most Easterly Southeast corner of the herein described tract and the North end of a radial cutback at the Northwest intersection of said Bartlett Road and Clay Road (60 feet wide) recorded under Vol. 106, Pg. 492 of the Waller County Deed Records (W.C.D.R.) and as shown on said BARTLETT ROAD DRIVE STREET DEDICATION SECTION 2, same being beginning of a tangent curve to the right;

THENCE, in a Southwesterly direction, along and with said radial cutback and said curve to the right, an arc distance of 54.98 feet, having a radius of 35.00 feet, a central angle of 89°59'55" and chord which bears S 43°01'00" W, 49.50 feet to a 3/4-inch iron rod with cap stamped "JONES & CARTER" found for the most Southerly Southeast corner of the herein described tract and the South end of said radial cutback, same being a point of tangency;

THENCE, over and across said 234.14 acre tract, the following courses and distances:

S 88°00'58" W, a distance of 446.47 feet to a 3/4-inch iron rod with cap stamped "JONES & CARTER" found for the Southwest corner of the herein described tract;

N 01°58'57" W, a distance of 428.61 feet to a 3/4-inch iron rod with cap stamped "JONES & CARTER" found for corner;

N 03°29'44" E, a distance of 28.00 feet to a 3/4-inch iron rod with cap stamped "JONES & CARTER" found for corner;

N 12°02'04" E, a distance of 18.95 feet to a 3/4-inch iron rod with cap stamped "JONES & CARTER" found for corner;

N 11°11'28" E, a distance of 532.54 feet to a 3/4-inch iron rod with cap stamped "JONES & CARTER" found for the to the Northwest corner of the herein described tract; beginning of a non-tangent curve to the right, from which its center bears S 07°03'56" W, 1,800.00 feet, lying on the Southerly right-of-way line of said Sunterra Shores Drive;

THENCE, in a Southeasterly direction, along and with the Southerly right-of-way line of said Sunterra Shores Drive, a Northerly line of said 234.14 acre tract, and said curve to the right, an arc distance of 258.17 feet, having a radius of 1,800.00 feet, a central angle of 08°13'04" and chord which bears S 78°49'32" E, 257.95 feet to a 3/4-inch iron rod with cap stamped "JONES & CARTER" found at a point of tangency;

THENCE, S 74°43'09" E, continuing along and with the Southerly right-of-way line of said Sunterra Shores Drive and a Northerly line of said 234.14 acre tract, a distance of 192.79 feet to a 3/4" iron rod set capped "BGE, INC.", at the North end of a radial cutback at the Southwest intersection of said Sunterra Shores Drive and said Bartlett Road, same being the beginning of a tangent curve to the right, from which a 3/4-inch iron rod with cap stamped "JONES & CARTER" found bears N 16°26'29" E - 2.17 feet;

THENCE, in a Southeasterly direction, along and with said radial cutback and said curve to the right, an arc distance of 47.12 feet, having a radius of 30.00 feet, a central angle of 90°00'00" and chord which bears S 29°43'09" E, 42.43 feet to the POINT OF BEGINNING and containing 10.44 acres (454,924 square feet) of land.

DATE: DECEMBER, 2023

SCALE: N.T.S.

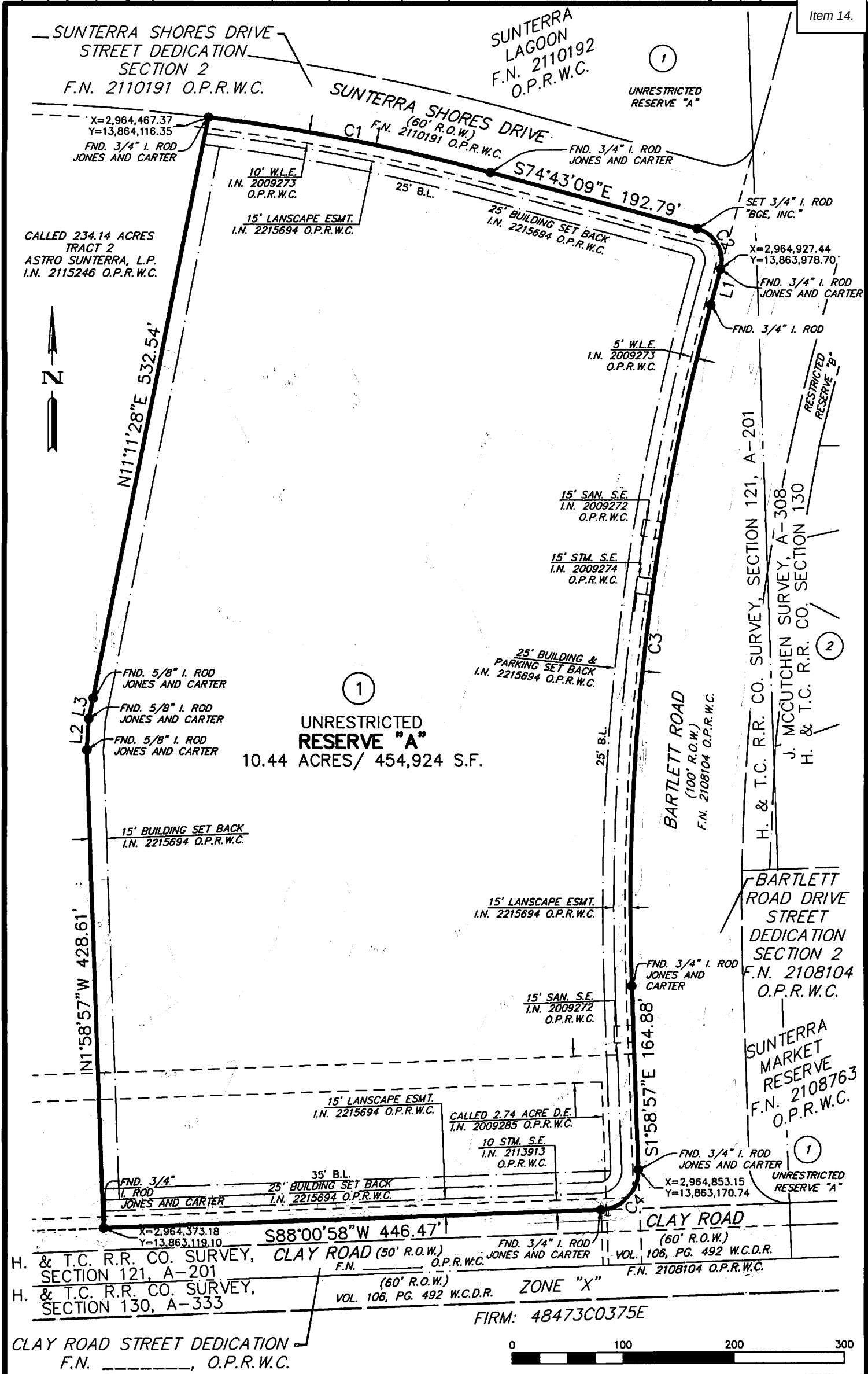
SHEET 4 OF 9

OWNER:
THE VIC AT SUNTERRA, LLC,
a Texas limited liability company,
3773 RICHMOND AVE.,
SUITE 800 HOUSTON,
TEXAS 77046
713-963-8200

SUNTERRA
APARTMENTS



BGE, Inc.
10777 Westheimer, Suite 500, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPE Registration No. F-1046
TBPLS Licensed Surveying Firm No. 101065-00



Item 14.

DATE: DECEMBER, 2023
SCALE: 1"=100'
SHEET 5 OF 9

OWNER:
THE MC AT SUNTERRA, LLC,
a Texas limited liability company,
3773 RICHMOND AVE.,
SUITE 800 HOUSTON,
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SUNTERRA
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Tel: 281-558-8700 • www.bgeinc.com
TBPE Registration No. F-1046
TBPLS Licensed Surveying Firm No. 101065-00

STATE OF TEXAS
COUNTY OF WALLER

WE, THE VIC AT SUNTERRA, LLC, A TEXAS LIMITED LIABILITY COMPANY, ACTING BY AND THROUGH SANFORD P. ARON, MANAGER, OWNER OF THE 10.44 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF SUNTERRA APARTMENTS 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 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 DO HEREBY COVENANT AND AGREE THAT ALL PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT IS HEREBY RESTRICTED TO PROVIDE THAT DRAINAGE STRUCTURES UNDER PRIVATE DRIVEWAYS SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER AND IN NO INSTANCE, HAVE A DRAINAGE OPENING OF LESS THAN ONE AND THREE QUARTERS (1-3/4) SQUARE FEET (18" DIAMETER) WITH CULVERTS OR BRIDGES TO BE PROVIDED FOR ALL PRIVATE DRIVEWAYS OR WALKWAYS CROSSING SUCH DRAINAGE FACILITIES.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT IS HEREBY RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANKS INTO ANY PUBLIC OR PRIVATE STREET, PERMANENT ACCESS EASEMENT, ROAD OR ALLEY, OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, OWNERS DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND FIFTEEN FEET (15'0") WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAVINES, DRAWS, SLOUGHS, OR OTHER NATURAL DRAINAGE COURSES LOCATED IN SAID PLAT, AS EASEMENTS FOR DRAINAGE PURPOSES, GIVING THE CITY OF BROOKSHIRE, WALLER COUNTY, OR ANY OTHER GOVERNMENTAL AGENCY, THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

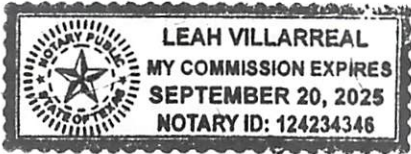
FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTING AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

IN TESTIMONY HERETO, THE ASTRO SUNTERRA, L.P., A DELAWARE LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY SANFORD P. ARON, MANAGER, THEREUNTO AUTHORIZED,

THIS 9 DAY OF January, ~~2023~~. 2024.

THE VIC AT SUNTERRA, LLC, A TEXAS LIMITED LIABILITY COMPANY

BY: _____
SANFORD P. ARON
MANAGER



STATE OF Texas
COUNTY OF Harris

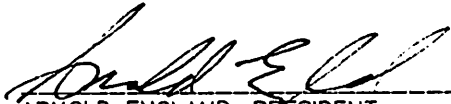
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SANFORD P. ARON, MANAGER OF THE VIC AT SUNTERRA, LLC, A TEXAS LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED.

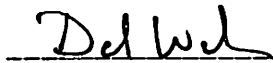
January GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 9th DAY OF ~~2023~~. 2024.

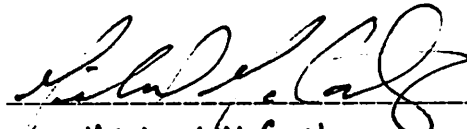
Leah Villarreal
PRINTED NAME: Leah Villarreal
NOTARY PUBLIC IN AND FOR THE STATE OF Texas
COMMISSION EXPIRES: 9-20-25

BROOKSHIRE-KATY DRAINAGE DISTRICT PERMIT NO. 2024-31

APPROVED BY THE BOARD OF SUPERVISORS ON 6-24-2024
DATE


ARNOLD ENGLAND, PRESIDENT


DAVID WELCH, SECRETARY


NAME: Michael McCarthy, 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.

I, DEBBIE HOLLAN, COUNTY CLERK OF WALLER COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON _____, 20____, AT _____ O'CLOCK _____.M., AT INSTRUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY FOR SAID COUNTY.

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

DEBBIE HOLLAN
COUNTY CLERK
OF WALLER COUNTY, TEXAS

BY: _____
DEPUTY

I, J. ROSS McCALL, P.E., COUNTY ENGINEER OF WALLER COUNTY, CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF WALLER COUNTY.
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL WALLER COUNTY PERMIT REQUIREMENTS HAVE BEEN MET.

DATE _____ J. ROSS McCALL, P.E.
COUNTY ENGINEER

APPROVED BY COMMISSIONERS COURT OF WALLER COUNTY, TEXAS, THIS ____ DAY OF _____
20____ A. D.

CARBETT "TREY" J. DUHON III
COUNTY JUDGE

JOHN A. AMSLER
COMMISSIONER, PRECINCT 1

WALTER E. SMITH, P.E., R.P.L.S.
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 THEN CURRENT WALLER COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS, IN THIS REGARD.

PRIVATELY MAINTAINED PAVED STREETS:

ASTRO SUNTERRA, L.P., BY FILING THIS PLAT OF RECORD, AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, BY PURCHASING SUCH PROPERTY, ACKNOWLEDGE AND AGREE THAT WALLER COUNTY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADS SHOWN ON THIS SUBDIVISION UNTIL AND UNLESS ASTRO SUNTERRA, L.P. HAS IMPROVED THE ROADWAYS TO THE THEN CURRENT STANDARDS REQUIRED BY WALLER COUNTY AND THE ROADS HAVE BEEN ACCEPTED FOR MAINTENANCE BY FORMAL, WRITTEN ACTION OF THE WALLER COUNTY COMMISSIONERS COURT AND THE ROADWAY, WITH ALL REQUIRED RIGHT OF WAY, HAS BEEN DEDICATED BY THE OWNERS THEREOF, AND ACCEPTED BY THE COUNTY, AS A PUBLIC STREET. ASTRO SUNTERRA, L.P. AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION SHALL LOOK SOLELY TO ASTRO SUNTERRA, L.P. FOR FUTURE MAINTENANCE AND REPAIR OF THE ROADS AND STREETS SHOWN ON THIS SUBDIVISION.

DATE: DECEMBER, 2023

SCALE: N.T.S.

SHEET 9 OF 9

OWNER:
THE VIC AT SUNTERRA, LLC,
a Texas limited liability company,
3773 RICHMOND AVE.,
SUITE 800 HOUSTON,
TEXAS 77046
713-963-8200

SUNTERRA
APARTMENTS



BGE, Inc.
10777 Westheimer, Suite 500, Houston, TX 77042
Tel: 281-558-8700 • www.bgeinc.com
TBPE Registration No. F-1046
TBPLS Licensed Surveying Firm No. 101065-00

DATE: November 13, 2024

TO: Robert Pechukas - Director of Policy and Administration at Waller County

FROM: Brad Sweitzer PLA, AICP – Co Practice Area Leader – Planning & Visioning at EHRA

Robert,

Please accept this request to amend the Oak Ridge Development Agreement (DA). Below is a list of the requested changes along with explanations for each.

Exhibit B Revisions:

- 1) Revised wording on types of amenities to be provided in park spaces to allow for greater flexibility on the amenities that are provided in the future. (Item E.4.b. Page 21).
- 2) Clarified that the sidewalk width requirement listed in the Parks and Open Space portion of the DA only applies to sidewalks along detention ponds where being utilized to meet Park area requirements. Sidewalks are not required along all detention ponds. (Item E.5. Pg. 21).
- 3) Clarified a conflicting statement about sidewalk widths along internal collector roads. Our intent is that two 4' sidewalks or one 8' sidewalk would be acceptable. (Item E.6. Pg. 21).
- 4) Clarified that two sidewalks are not required where a collector road abuts a detention pond when a separate sidewalk is being provided along the detention pond to meet Park area requirements (Item E.6. Pg. 21).
- 5) Clarified developer is not responsible for sidewalk construction along Joseph Road since they will be built along with the future roadway improvements by the County (Item E.8. Pg. 22).
- 6) Corrected Figure 5 to show a 60' ROW residential street cross section instead of a 50' ROW.

Exhibit D Revision:

- 1) Clarified that the variance request for collector road geometry should be for a 150' tangent between reverse curves. It was previously shown as 150' in one place and 200' in another. (Item 1 Pg. 35.)

Regards,



Brad Sweitzer PLA, AICP

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** with attached exhibits (the "Agreement") is made as of _____, 20__, (the "Effective Date"), by and between **FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation ("Developer"), and **WALLER COUNTY**, a political subdivision of the State of Texas, (the "County"), the foregoing being sometimes referred to collectively as the "Parties."

A. Developer owns or plans to own approximately 300.1 acres of real property more particularly described by the metes and bounds attached to this Agreement as **Exhibit A**, of which all of the acreage is located in the County (the "Developer's Property").

B. Developer desires to develop the Developer's Property in accordance with the plan of development ("Plan of Development") attached to this Agreement as **Exhibit B**, including the general uses, layout, configuration, lot sizes, lot widths, landscaping, and traffic circulation pattern shown on the General Plan ("General Plan") attached to this Agreement as **Exhibit C** (collectively, the "Project").

C. The County desires that the Project be developed on the Property and expects to receive a benefit from the development of the Project.

D. The County desires that, in exchange for the granting of the variances needed to facilitate the development of the Project, the Project be subject to certain construction and development standards.

E. The Parties therefore desire to set out this Development Agreement between them to facilitate the development of the Project by Developer on the Property.

IN CONSIDERATION of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

1. **Integration of Recitals.** The foregoing recitals are accurate/ true and correct and constitute matters agreed to herein.

2. **Cohesive Development.** The Parties desire to coordinate development of certain aspects of the Property, including but not limited to, the square footage, exterior materials, elevations, and other aspects of the Project described in the Plan of Development

attached to this Development Agreement as **Exhibit B**. Developer hereby agrees to develop the Project substantially in accordance with the Plan of Development.

3. **Variances.** The County has granted the variances attached as **Exhibit D** and included in the Plan of Development that include, but are not limited to, requests to vary from the literal requirements of the subdivision regulations of the County. The County has the authority to enter into this Agreement and to contract for the granting of the variances attached to this Agreement.

4. **Annexation.** Developer and a municipal utility district may annex properties that would be included in this Agreement with Commissioners Court approval, which consent will not be unreasonably withheld. All provisions of this Agreement will apply to any future annexations by Developer.

5. **Applicable Law.** The Parties obligations as set forth herein are subject to compliance with applicable laws, codes, rules and regulations (collectively, "Applicable Laws"). In the event such Applicable Laws prevent performance of any obligations as set forth herein, the non-performing party shall not be in default of the terms of this Agreement.

6. **Notices.** All such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one (1) business day after deposit with such courier, if deposited prior to such carrier's deadline for overnight deliveries, otherwise two (2) business days after deposit with such courier, (c) sent by facsimile, in which case notice shall be deemed delivered upon electronic confirmation of receipt of such notice (or if such electronic confirmation of receipt occurs other than on a business day, or other than during normal business hours, then on the next business day after such electronic confirmation of receipt occurs), (d) sent by e-mail as a PDF, in which case notice shall be deemed delivered upon transmission (or if such transmission occurs other than on a business day, or other than during normal business hours, then on the next business day after such transmission occurs), or (e) sent by personal delivery, in which case notice shall be effective upon delivery or refusal to accept delivery. As used in this Agreement, "business day" refers to a day other than a Saturday, Sunday or legal holiday in Waller County, Texas, and "normal business hours" refers to the hours between 8:00 a.m. and 5:00 p.m., Waller County, Texas time on a business day. The above addresses may be changed by notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Notwithstanding the foregoing, any notice of or relating to a default or claim of default by a party pursuant to this Agreement must be sent in accordance with the method provided in clause (a), (b), (c) or (e) in order to be effective. For purposes of notice, the addresses of the Parties shall be as follows:

Developer: Forestar (USA) Real Estate Group Inc.
Attn: Ms. Justine Collier Klinke
3355 West Alabama, Suite 210
Houston, Texas 77098
Email: justineklinke@forestar.com

with a copy to: Allen Boone Humphries Robinson LLP
Attn: Christina Miller
3200 Southwest Freeway, Ste. 2600
Houston, TX 77027
Email: cmiller@abhr.com

County: Waller County Judge
425 FM 1488, Ste. 106
Hempstead, TX 77445

7. **Assignment.** The County acknowledges that rights and obligations accrued under this Agreement are intended to facilitate the development of the Project by Developer or its Affiliate entities and that while Developer or its affiliate entities will be the primary actor in the grading and laying out of single-family lots and commercial parcels, the Parties acknowledge and agree that this Agreement is not intended to prevent the construction of single-family homes and commercial structures and their appurtenant infrastructure by a variety of builders who will purchase portions of the Project from Developer or its Affiliate entities from time to time, so long as that construction complies with the terms of this Agreement. Assignment of rights under this Agreement to a developer other than Developer or its Affiliate entities for the grading and laying out of lots and commercial parcels shall require approval by of the County. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and approved successors and assigns. 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.

8. **Duration, Amendment and Termination.** This Agreement may be terminated by unanimous written consent of the Parties, or their approved successors or assigns. Upon the termination of this Agreement, all rights and privileges derived from and all duties and

obligations created and imposed by the provisions of this Agreement shall terminate and have no further force or effect. To amend, supplement, or terminate this Agreement, the written consent of the Parties must first be obtained. This Agreement may not be amended, supplemented, or terminated except as provided herein.

9. **Invalidity and Enforcement.**

- a. If any portion of this Agreement is held invalid or inoperative under applicable law, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative and severable therefrom, and effect shall be given to the intent manifested by the portion held invalid or inoperative and such portion shall be deemed reformed in accordance with such manifest intent so as to be enforceable to the fullest extent permitted by applicable law.
- b. The failure by either party to enforce against the other any term or provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other such term or provision.

10. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective approved successors and assigns.

11. **Governing Law.** This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the State of Texas, excluding such state's conflict of laws principles.

12. **Venue.** Any legal proceedings undertaken with regard to this Agreement shall be prosecuted in the court of competent jurisdiction in Waller County, Texas.

13. **Development Rights.** Upon the mutual execution of this Agreement, the County and Developer agree that the development rights (as hereafter defined) of the County and the Developer as set forth in this Agreement shall be deemed to have vested, as provided by the Texas Local Government Code, Chapters 43 and 245 and Section 212.172(g), as amended or under any other existing or future common or statutory rights as of the Effective Date. "Development Rights" shall mean the covenants, agreements, and privileges regarding the development of the Developer's Property between the County and Developer set forth in this Agreement, but shall expressly exclude any right, title, interest, privilege, or claim in and to the Developer's Property.

14. **Uniform Treatment.** Notwithstanding any provision herein to the contrary, neither Developer nor a municipal utility district encompassing the Developer Property shall be required to design or construct public infrastructure to a standard higher than a standard made applicable hereafter to another conservation and reclamation district,

municipal utility district or developer developing land within the County's unincorporated jurisdiction. It is the intention and desire of the County that development of the Property not be at a competitive disadvantage with other developments within the County.

15. **Governmental Affirmations.** Developer hereby verifies that it and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with Developer and exists to make a profit.

Developer represents that neither it nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>;
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>; or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes Developer and each of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Developer and exists to make a profit.

16. **Texas 1295 Filing.** The Developer represents and the County agrees that a 1295 filing is not necessary in conjunction with the execution and approval of this Agreement, as the Developer is a publicly traded company.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, and in separate counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, as of the Effective Date.

[EXECUTION PAGES TO FOLLOW]

FORESTAR (USA) REAL ESTATE
GROUP INC.,
a Delaware corporation

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

 This instrument was acknowledged before me on the _____ day of _____,
2024, by _____, _____ of
_____.

[SEAL]

Notary Public, State of Texas

Waller County,
a political subdivision of the State of Texas

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF WALLER §

This instrument was acknowledged before me on the ____ day of _____, 2024,
by _____, _____, Waller County, a political
subdivision of the State of Texas.

[SEAL]

Notary Public, State of Texas

Exhibit A
Metes and Bounds of the Property

**METES AND BOUNDS DESCRIPTION
BEING 300.1 ACRES
IN THE JOHN REESE SURVEY, ABSTRACT NO. 242
WALLER COUNTY, TEXAS**

A 300.5 ACRE TRACT OF LAND IN THE JOHN REESE SURVEY, ABSTRACT NO. 242 WALLER COUNTY, TEXAS, BEING OUT OF AND A PART OF A CALLED 20.725 ACRE TRACT OF LAND, CONVEYED TO BUD ADAMS RANCHES, INC., RECORDED UNDER VOLUME (VOL.) 456, PAGE (PG.) 834 WALLER COUNTY DEED RECORDS (W.C.D.R.) AND ALL OF TRACT "f" CONVEYED TO BUD ADAMS RANCHES, INC. AS RECORDED UNDER VOL. 458, PG. 249 W.C.D.R. AND DESCRIBED UNDER VOL. 183, PG. 388 W.C.D.R., AND ALL OF A CALLED 4.4913 ACRE TRACT (TRACT 1), AND ALL OF A CALLED 13.1289 ACRE TRACT (TRACT 2) BOTH CONVEYED TO JOSEPH GUILLEN, ET UX. AS DESCRIBED IN DOCUMENT RECORDED UNDER W.C.C.F. NO. 1807394, SAVE AND EXCEPT ALL OF A CALLED 0.3672 ACRE TRACT CONVEYED TO G&W WATER SUPPLY CORPORATION AS DESCRIBED IN DOCUMENT RECORDED UNDER VOL. 458, PG. 921 W.C.D.R., THE SAID 300.1 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at a 1-inch iron pipe found marking the northeast corner of a called 5.00 acre tract (WHITE) conveyed to Mark H. White, ET UX., as described in document recorded under Vol. 464, Pg. 291 W.C.D.R., the southeast corner of a called 4.538 acre tract conveyed to Shirley A. Flora as described in document recorded under Vol. 566, Pg. 696 W.C.D.R., the southwest corner of a called 6.223 acre tract conveyed to Ernestine Kwiatkowski as described in document recorded under Vol. 427, Pg. 137 W.C.D.R., the northwest corner of said TRACT "f", and the northwest corner of the herein described tract;

THENCE, North 87°23'10" East, along the northerly line of said TRACT "f", common with the southerly lines of said 6.223 acre tract, a called 6.874 acre tract conveyed to Decapolis Investment Group LLC as described in document recorded under Vol. 1420, Pg. 310 W.C.D.R., a called 4.8858 acre tract conveyed to Roland Kenneth Robinson as described in document recorded under Vol. 546 Pg. 2 W.C.D.R., a called 15.6338 acre tract conveyed to Jose Oviedo, ET UX. as described in document recorded under Waller County Clerk's File Number (W.C.C.F. NO.) 1605665, a called 19.643 acre tract conveyed to Ralph David Franz, JR. as described in document recorded under W.C.C.F. NO. 1709285, passing at a distance of 409.83 feet a 1/2-inch iron rod found (0.3 feet south of line) marking the southeast corner of said 6.223 acre tract, and the southwest corner of said 6.874 acre tract, passing at a distance of 768.54 feet a 5/8-inch iron rod with cap stamped "RPLS 4509 Robert McCay" (0.4 feet north of line) found marking the southeast corner of said 6.874 acre tract, and the southwest corner of said 4.8858 acre tract, passing at a distance of 1,605.42 feet a 1/2-inch iron rod (0.9 feet north of line) found marking the southeast corner of said 15.6338 acre tract, and the southwest corner of said 19.643 acre tract, continuing a total distance of 2,527.71 feet, to a 5/8-inch iron rod found marking the southeast corner of said 19.643 acre tract, and the southwest corner of said 13.1289 acre tract, and an interior corner of the herein described tract;

THENCE, North 20°17'57" West, along the northeasterly line of said 19.643 acre tract, common with the southwesterly line of said 13.1289 acre tract, a distance of 1,221.49 feet, to a 5/8-inch iron rod found on the southerly Right-Of-Way (R.O.W.) line of F.M. 1488 (based on a width of 100 feet) as dedicated by Vol. 137, Pg. 626 W.C.D.R., marking the northeast corner of said 19.643 acre tract, and the northwest corner of said 13.1289 acre tract, and an exterior corner of the herein described tract;

THENCE, North 87°40'06" East, along the southerly R.O.W. line of said F.M. 1488, common with the northerly line of said 13.1289 acre tract, a distance of 366.23 feet, to a 5/8-inch iron rod found marking the beginning of a curve to the right;

THENCE, in an easterly direction, along said curve to the right, having a radius of 1,859.88 feet, a central angle of 14°56'50" (chord bears, South 84°51'29" East, 483.83 feet) passing at an arc distance of 472.51 feet a 1/2-inch iron rod found marking the northeast corner of said 13.1289 acre tract, common with a northerly corner of aforesaid 4.4913 acre tract, continuing a total arc distance of 485.20 feet, to the point of tangency;

THENCE, South 77°10'54" East, continuing along southerly R.O.W. line of said F.M. 1488, common with the north line of said 4.4913 acre tract, a distance of 28.72 feet, to a 1/2-inch iron rod found marking the northwest corner of Reserve "A", Fieldstore Commercial, map or plat thereof recorded under file No. 2104032 Waller County Plat Records (W.C.P.R.) and the northeast corner of said 4.4913 acre tract, and an exterior corner of the herein described tract;

THENCE, South 02°22'42" East, along the west line of said Fieldstore Commercial, common with the east line of said 4.4913 acre tract, a distance of 538.25 feet, to a 1-inch iron pipe found marking an angle in the east line of said 4.4913 acre tract, the southwest corner of Lot1, Block 1, of said Fieldstore Commercial, and a northerly corner of said TRACT "f", and an interior corner of the herein described tract;

THENCE, North 86°48'18" East, departing the easterly line of said 4.4913 acre tract, and along the southerly line of Block 1 of said Fieldstore Commercial, common with the northerly line of said TRACT "f", passing four separate 1/2-inch iron rods found marking Lot corners of said Fieldstore Commercial plat at distances of 245.79 feet, 410.79 feet, 580.79 feet, and 780.79 feet, continuing a total distance of 1,188.97 feet, to a 1-1/2-inch iron pipe found in the west line of a called 18.119 acre tract (Tract II) conveyed to Little K Investments and Management, LLC as described in document recorded under W.C.C.F. NO. 2204395, marking the southeast corner of said Block 1 of Fieldstore Commercial plat, and the northeast corner of said TRACT "f", and the herein described tract, from which a 5/8-inch iron rod with cap stamped "RPLS 5485" found marking the northeast corner of said Block 1, of Fieldstore Commercial plat, bears for reference, North 03°08'08" West, 206.20 feet, and from which a 1-1/4-inch iron pipe found on the south Right-Of-Way (R.O.W.) line of F.M. 1488 (based on a width of 100 feet) partially dedicated by Vol. 137, Pg. 626 W.C.D.R., marking the northwest corner of a called 29.4019 acre tract conveyed to Hablinski Properties, L.L.C. as described in document recorded under Vol. 765, Pg. 38 W.C.D.R., bears for reference North 77°53'13" East, 895.97 feet;

THENCE, South 03°08'08" East, along the east line of said TRACT "f", common with the west line of said Tract II, passing at 1,447.50 feet, the southwest corner of said Tract II, and the northwest corner of a called 18.847 acre tract conveyed to Hablinski Properties, L.L.C. as described in document recorded under Vol. 765, Pg. 38 W.C.D.R., from which point a found 1-inch iron pipe bears for reference South 86°56' West, 1.2', and from that same point a found 1/2-inch iron rod bears for reference, North 63°54' West, 1.4', continuing a total distance of 3,109.22 feet, to a 5/8-inch iron rod found on the north R.O.W. line of Joseph Road (based on a variable width) partially dedicated by Vol. 259, Pg. 454 W.C.D.R., marking the southwest corner of said 18.847 acre tract, and the southeast corner of said TRACT "f", and the herein described tract, from which a 1/2-inch iron pipe found at the intersection of the westerly R.O.W. line of Hegar Road (based on a variable width) partially dedicated by Vol. 255, Pg. 530 W.C.D.R., and the northerly R.O.W. line of said Joseph Road, marking the southeast corner of a called 14.065 acre tract conveyed to Hablinski Properties, L.L.C. as described in document recorded under Vol. 765, Pg. 38 W.C.D.R., bears for reference, North 79°27'55" East, 1,955.04 feet, and a 1/2-inch iron pipe found on the northerly R.O.W. line of said Joseph Road, marking an angle in the southerly line of said 14.065 acre tract, bears for reference North 82°24'32" East, 1,145.40 feet;

THENCE, departing the said common line along the northerly R.O.W. line of said Joseph Road, common with the southerly line of said TRACT "f" and the herein described tract the following courses and distances:

South 71°57'27" West, a distance of 197.50 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set marking an angle in the southerly line of the herein described tract;

South 77°12'27" West, a distance of 103.40 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set marking an angle in the southerly line of the herein described tract, from which a 5/8-inch iron rod found marking the northwest corner of a called 1.498 acre tract conveyed to Francisco Padilla as described in document recorded under Vol. 1023, Pg. 40 W.C.D.R., bears for reference, South 58°12'18" West, 86.52 feet;

South 87°42'27" West, a distance of 1,007.00 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set marking an angle in the southerly line of the herein described tract;

North 37°17'33" West, a distance of 11.50 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set marking an angle in the southerly line of the herein described tract, from which a 5/8-inch iron rod with cap stamped "RPLS 4509 Robert McCay" found on the southerly R.O.W. line of said Joseph Road, marking the northeast corner of a called 20.462 acre tract conveyed to Jon R. Henningsgard as described in document recorded under Vol. 1151, Pg. 759 W.C.D.R., bears for reference South 66°41'25" West, 148.14 feet;

South 87°42'27" West, a distance of 2,908.47 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set marking the southeast corner of a called 5 acre tract conveyed to Billy C. Collier as described in document recorded under Vol. 1265, Pg. 411 W.C.D.R. and the southwest corner of said TRACT "f" and the herein described tract, from which a 1/2-inch iron rod found marking the southwest corner of said 5 acre tract bears for reference South 87°05'32" West, 426.13 feet, and a 5/8-inch iron rod found at the northerly end of a cut-back corner of the intersection of the southerly R.O.W. line of said Joseph road and the westerly R.O.W. line of Field store road (based on a width of 80 feet) as dedicated by Vol. 150, Pg. 453 W.C.D.R. and marking a northeasterly corner of a called 7.479 acre tract conveyed to Kelly Ginn, ET UX. as described in document recorded under W.C.C.F. NO. 1900462, bears for reference South 82°55'39" East, 317.28 feet;

THENCE, North 03°18'48" West, departing the northerly R.O.W. line of said Joseph road, and along the easterly line of said 5 acre tract, common with the westerly line of said TRACT "f", a distance of 510.02 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set in the west line of said TRACT "f", marking the northeast corner of said 5 acre tract, and the southeast corner of aforesaid 20.725 acre tract, and an interior corner of the herein described tract;

THENCE, South 87°03'11" West, departing the west line of said TRACT "f", and along the south line of said 20.725 acre tract, common with the north lines of said 5 acre tract, and a called 2.000 acre tract conveyed to Jona McGowen, and Curtis Lee Sims as described in document recorded under W.C.C.F. NO. 2214976, passing at a distance of 426.12 feet, a 1/2-inch iron rod found marking the northwest corner of said 5 acre tract, and the northeast corner of said 2.000 acre tract, continuing a total distance of 856.04 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set on the east R.O.W. line of Fields Store Road (unknown width, no record dedication found), marking the northwest corner of said 2.000 acre tract, and the southwest corner of said 20.725 acre tract and an exterior corner of the herein described tract;

THENCE, North 03°09'44" West, along the east R.O.W. line of said Fields Store Road, common with the west line of said 20.725 acre tract, a distance of 798.09 feet, to a 5/8-inch iron rod found marking the southwest corner of a called 5.00 acre tract conveyed to Doyle Alfred Warren, III ET UX. as described in document recorded under

Vol. 1437, Pg. 218 W.C.D.R. and an exterior corner of the herein described tract, from which a 1/2-inch iron rod found marking the northwest corner of said 5.00 acre tract, bears for reference North 03°20'02" West, 256.22 feet;

THENCE, North 87°06'13" East, departing the east R.O.W. line of said Fields Store Road, along the south line of said 5.00 acre tract, and over and across said 20.725 acre tract, a distance of 853.06 feet, to a 1/2-inch iron rod found on the west line of said TRACT "F", common with the east line of said 20.725 acre tract, marking the southeast corner of said 5.00 acre tract and an interior corner of the herein described tract;

THENCE, North 03°14'31" West, along the west line of said TRACT "F", common with the east lines of said 5.00 acre tract, a called 5.000 acre tract (HOAGLAND) conveyed to Tracy Hoagland as described in document recorded under Vol. 519, Pg. 411 W.C.D.R., a called 4.9887 acre tract conveyed to Karen Hayes recorded under Vol. 848, Pg. 240 W.C.D.R., a called 5.0067 acre tract granted to Shirley Ann Lyons per last will and testament of Johanna Elizabeth Guese, recorded under W.C.C.F. NO. 2000737, described in document recorded under Vol. 870, Pg. 343 W.C.D.R., and aforesaid WHITE tract, passing at a distance of 256.29 feet a 5/8-inch iron rod (rusted) found marking the northeast corner of said 5.00 acre tract, and the southeast corner of said HOAGLAND tract, passing at a distance of 509.38 feet a 1/2-inch iron rod found marking the northeast corner of said HOAGLAND tract, and the southeast corner of said 4.9887 acre tract, passing at a distance of 766.75 feet a 1-inch iron pipe found marking the northeast corner of said 4.9887 acre tract, and the southeast corner of said 5.0067 acre tract, continuing a total distance of 1,278.46 feet to the **POINT OF BEGINNING**,

SAVE AND EXCEPT ALL OF A CALLED 0.3672 ACRE TRACT CONVEYED TO G&W WATER SUPPLY CORPORATION AS DESCRIBED IN DOCUMENT RECORDED UNDER VOL. 458, PG. 921 W.C.D.R., LEAVING A REMAINDER OF 300.1 ACRES.

Exhibit B
Plan of Development

EXHIBIT 'B'

PLAN OF DEVELOPMENT

OAK RIDGE

A. Introduction

This proposed development is an important opportunity for Waller County (County) to participate in the strategic planning of a major master planned community, further setting the tone for future development in the area. The proposed plan is intended to align elements of the County's requirements and goals with the goals and objectives of a contemporary master-planned development. The quality and cohesiveness of this development should set the standard for the type of development the County desires to promote within its jurisdiction.

Oak Ridge (Project) is a master planned community consisting of approximately 300 acres located north of Joseph Road, south of the F.M. 1488, and east of Field Store Road. The tract is located fully in Waller County, in Precinct 2. It is approximately seven miles north of the City of Waller. The Project may have a different name in the future and is currently referred to as Oak Ridge.

The developer desires to construct a community that features recreational amenities and open space, provides a range of housing types and prices, and includes a commercial tract.

This Plan of Development (PD), its description, rules, and regulations shall apply to the entirety of property as is depicted on Figure 2 - Conceptual Plan.

1. This Plan of Development includes the following sections:

- A. Introduction
- B. General Provisions
- C. Land Uses
- D. Development Regulations
- E. Parks, Recreation, and Trails
- F. Street Plan & Cross-Sections
- G. Building Regulations

B. General Provisions

1. The PD approved herein will be constructed, developed, and maintained in compliance with this Development Agreement and other applicable ordinances of the County. If any provision or regulation of any County ordinance applicable in the Oak Ridge Plan of Development is not contained in this PD, all the regulations contained in the County's ordinance applicable to the Oak Ridge PD in effect on the effective date of this ordinance will apply to this PD as though written herein, except to the extent the County regulation or provision conflicts with a provision of this Development Agreement.
2. If there are discrepancies between the text of this document and the figures attached, the text shall prevail.
3. The Project shall be developed in accordance with the following figures that are attached to and made part of this PD:

Figure 1 - Boundary Exhibit

Figure 2 - Conceptual Plan

Figure 3 - Landscape and Open Space Plan

Figure 4 - Street Type Designation Map

Figure 5 - Street Cross-Section, Local Residential Street

Figure 6 - Street Cross-Section, Collector Street

Figure 7 - Fence Exhibit

Figure 8 - Field Store Road Potential Realignment Exhibit

4. A homeowners' association shall be established and made legally responsible to maintain all common areas, private streets, recreation reserves, and community amenities not otherwise dedicated to the public. All land and facilities dedicated to a Municipal Utility District shall be maintained by said District.
5. The homeowners' association shall enforce deed restrictions.
6. Developer agrees to provide "Increased Standard" street concrete thickness as provided in the table below, unless a geotechnical analysis demonstrates that improvements to subgrade will provide better long-term stability and reduced maintenance burden for the road, in which case the "Minimum Standard" 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
Increased Standard	7" thick concrete	8" thick concrete

7. The developer or municipal utility district shall maintain a maintenance bond which shall commence on the effective date of the acceptance of the roads by the County and continue for a minimum one-year period but no longer than the earlier to occur of a two-year period or until 100% of the residences which are served by the accepted roads are substantially completed.



8. Waller County Municipal Utility District No. 65 shall be created upon the property associated with the Project described in Exhibit 'A' to the Agreement. The target date for such creation is the end of the second quarter of calendar year 2025.
9. Law Enforcement; The Developer, the Homeowners' association to be created by Developer (the "HOA"), or the Municipal Utility District shall contract with the Waller County Sheriff's Office to provide supplemental police protection services to the Developer's Property by a deputy sheriff at 50% buildout.
10. The developer shall provide a fee in lieu of making improvements to Joseph Road. The current cost to construct one half of a major thoroughfare boulevard is approximately \$375 per linear foot. Since the Project has approximately 4,200 linear feet of frontage along Joseph Road, the developer shall provide \$1,575,000 to Waller County in a piecemeal fashion along with each final plat submittal that abuts Joseph Road proportional to the overall Joseph Road frontage. If the cost to construct one half of a major thoroughfare boulevard has decreased by the time of final plat submittal, the developer shall be permitted to submit a revised cost estimate for improvements to Joseph Road to reflect the updated cost and, upon the County's approval of the revised cost estimate figures, shall only be obligated to pay the County the revised cost.
11. Two drainage channels cross the tract from north to south and drain to Spring Creek.
12. The tract is located within the San Bernard Electric Cooperative Inc. service area.

C. Land Uses

1. The maximum number of single-family lots shall not exceed 800 lots (unless additional tracts of land are acquired and added to this PD).
2. Within the boundary of the proposed Plan of Development, land shall be dedicated for parks and open space purposes, which area shall equal one acre per 54 dwelling units. Land used for parks and open space area shall have a minimum frontage of 60 feet on a public street. A parkland dedication table shall be provided with each plat to ensure compliance with this requirement. The requirements for the parkland are described in Section E. Each plat does not need to stand on its own regarding parkland dedication, as parkland dedication shall be considered on a project total basis.
3. Multi-family development shall be prohibited within the Project.



D. Development Regulations

Area within the PD shall be developed in accordance with the following regulations:

1. The maximum number of lots shall not exceed 800 lots (unless additional tracts of land are acquired and added to this PD).
2. Minimum lot size: 45 feet minimum width as approved by variance by Commissioner's Court on October 2, 2024, and described in Exhibit D.
3. Maximum lot coverage: 65% percent calculated as the ground covered by building structures, principal, or accessory, of the gross lot surface area.
4. Minimum front yard building setback: 25 feet; measured from the front property/right-of-way line.
5. Minimum side yard building setbacks: five feet for interior, non-corner lots and the non-street side of corner lots; 15 feet exterior side yard for corner lots. Minimum 25 feet garage setback if the garage door faces the side street.
6. Minimum rear yard building setback: 10 feet.
7. Minimum setback from a major thoroughfare: 25 feet measured from the street right-of-way line.
8. The minimum right-of-way width for local streets within the PD shall be 60 feet. The minimum right-of-way width for collector streets within the PD shall be 60 feet as approved by variance by Commissioner's Court on October 2, 2024, and described in Exhibit D.
9. For local streets, curves shall have a minimum centerline radius of 300 feet. Reverse curves shall be separated by a tangent distance of not less than 50 feet. This shall not apply to "L type" intersections. These types of intersections shall have a minimum centerline radius of 50 feet. The provisions of this standard were approved by variance by Commissioner's Court on October 2, 2024, and are further described in Exhibit D.
10. For collector streets, curves shall have a minimum centerline radius of 650 feet with reverse curves separated by a tangent distance of not less than 150 feet, as approved by variance by Commissioner's Court on October 2, 2024, and described in Exhibit D.
11. Cul-de-sac bulbs shall have a right-of-way radius of 60 feet and a paving radius of 50 feet as approved by variance by Commissioner's Court on October 2, 2024, and described in Exhibit D.
12. Compensating open space will be required for lots less than 5,000 square feet in area. Plats for lots below 5,000 square feet must include lot size tables to delineate this requirement. 200 square feet of compensating open space is required per lot.



Standards for Compensating Open Space:

- a) Compensating open space may be used to reduce the minimum lot size requirement only to the extent that the area proposed to be dedicated to compensating open space meets the standards of this section.
- b) The following areas shall not be used for or considered compensating open space:
 - 1) Areas designated or used as lots or building sites for dwelling units, utility or storage purposes, carports or garages;
 - 2) Driveways, private roadways, or streets;
 - 3) Private medians less than 12' wide; or
 - 4) Detention ponds, drainageways, water areas including floodplains and floodways, or ravines.
- c) Compensating open space shall be reasonably dry and flat, unless the area is within an open space amenities plan approved separately by county staff. Landscape buffers are permitted to be considered as compensating open space provided that they meet the criteria listed in subsections (d) and (e).
- d) The minimum size of any area used for compensating open space shall be 240 square feet, with dimensions of 12' by 20'.
- e) Any area used for compensating open space:
 - 1) Shall be restricted for the use of owners of property in and residents of the subdivision;
 - 2) Shall be owned, managed and maintained under a binding agreement among the owners of property in the subdivision;
 - 3) Shall be accessible to all the residents of the subdivision; and
 - 4) Shall be located within each respective subdivision where necessary.
However, where excess compensating open space has been provided in a previously approved plat, the excess compensating open space may be allocated for the adjacent subdivision provided that the respective compensating open space reserve is within 500' of said plat boundary.

13. Shade Trees:

- a) All lots shall have a minimum of one tree, planted in the front yard setback. The trees must be a minimum of 2.5 inches in caliper width and a minimum height of eight feet as measured at the tree trunk from the ground as planted.
- b) On corner lots, one tree shall be provided within 15 feet of a street-side lot line per 50 feet of lot frontage on the side street, or portion thereof. Required trees shall be placed within the side yard setback.

14. Parking:

Each single-family home in the Project shall be subject to parking restrictions to be memorialized in separately filed covenants and restrictions as follows:

- a) Resident Parking Vehicles of residents shall be parked in the resident's garage or driveway.
- b) Guest parking Guests of residents must park in the driveway of the single-family residence they are visiting and may only park on the street if the driveway is not capable of parking another vehicle. This provision does not apply to law enforcement vehicles, emergency services vehicles, vehicles of service workers, such as landscapers, construction workers, or plumbers, but does apply to vehicles belonging to caregivers or domestic help that routinely provide services to the resident.
- c) Enforcement The enforcement of these Parking Restrictions shall be done both in accordance with Chapter 684 of the Texas Transportation Code relating to the towing of vehicles, and in accordance with provisions relating to the issuance of fines and the granting of variances from the Parking Restrictions to be contained in separately filed covenants and restrictions.

15. Screening:

- a) Where residential lots are platted adjacent to major thoroughfares, a minimum 8-foot-tall masonry/pre-cast concrete fence shall be built along the back or side lot line adjacent to said major thoroughfares, as shown on Figure 7 - Fence Exhibit.
- b) Where residential lots are platted adjacent to major collectors, enhanced cedar fencing shall be built along the back or side lot line adjacent to said major collectors, as shown on Figure 7 - Fence Exhibit.

E. Parks, Recreation, and Trails – As shown on Figure 3 - Landscape and Open Space Plan, an integrated network of open space and recreational amenities shall be provided in accordance with the following regulations:

- 1. At least 50% of the area required for parks and open space shall be provided by private neighborhood park land consisting of the following:
 - a) Pocket parks: recreation reserves of a minimum 1/4 acre.
 - b) Community parks: recreation reserves of a minimum of 1/2 acre.
 - c) Trails: incorporated into the design of maintenance berms surrounding wet detention ponds. The maintenance berm shall have an average width of at least 30 feet and a minimum width of 20 feet, with 100% of the maintenance berm acreage counted



towards parkland. Trails planned around dry detention ponds will not contribute to meeting the parkland dedication criteria.

2. Each home shall be located within 1/4 mile of a pocket park or 1/2 mile of a community park.
3. The remainder of the acreage required for parks and open space may be provided by the following:
 - a) Unencumbered landscape buffer and open space
 - b) Land encumbered by detention areas, lake and drainage channel borders, or other similar characteristics, if it complies with criteria listed below:
 - 1) Areas along lake and drainage channel borders have an average width of at least 30 feet and a minimum width of 20 feet; and
 - 2) Side slopes do not exceed a four to one (4:1) ratio; and
 - 3) Is not a maintenance berm that is counted as parkland in the previous section.
4. All pocket parks; community parks; unencumbered landscape buffer and open space; and land encumbered by detention areas, lake and drainage channel borders, or other similar characteristics shall comply with the criteria listed below:
 - a) Front a minimum of 60 feet on a public street.
 - b) Contain additional man-made improvements provided by the developer including but not limited to: concrete cart paths, sidewalks, benches, playgrounds, and shelters that facilitate an active/passive human recreational role.
5. Minimum four-foot-wide sidewalks shall be provided along both sides of local residential streets and along the maintenance berms of wet detention ponds (where being utilized to meet parks and open space requirements and illustrated on Figure 3, attached hereto). All sidewalks shall be constructed in accordance with the County details and shall meet the State of Texas ADA standards.
6. Minimum four-foot-wide sidewalks shall be provided along both sides of internal collectors within the property. At the discretion of the developer, an eight-foot-wide joint use trail may be constructed on only one side of the right-of-way in lieu of two separate four-foot-wide sidewalks on both sides of the right-of-way. In either case, the sidewalks or joint use trail may meander out of the right-of-way and into an adjacent landscape reserve if so provided. If a joint use trail illustrated on Figure 3 happens to abut an internal collector road, only one trail shall be required in that location. And if so provided, the HOA or District, (not Waller County) shall be responsible for the maintenance of the joint-use trail and its ancillary signage, and landscape.



7. Trails incorporated into the design of maintenance berms surrounding wet detention ponds are considered as parkland and shall be installed within one year after the completion of the respected detention pond, as shown in Figure 3. Trail configurations are subject to change, but the quantity of trails will remain substantially the same.
8. Sidewalks are not required along Joseph Road since they will be constructed at a later date, along with the future road improvements, by the County.

F. Street Plan and Cross-Sections

All new construction will be concrete curb and gutter with ultimate storm sewer.

1. Street cross sections listed below:

Figure 5 - Street cross-section, Local Residential Street.

Figure 6 - Street cross-section, Collector Street

2. Street improvements: Streets shall be built in phases as the Project develops in accordance with the County's Engineering Design Criteria and Development Agreement.
3. Roundabouts shall be permitted along the collector streets shown in Figure 4 – Street Type Designation Map for the purpose of enhancing traffic safety, improving traffic flow, and ensuring efficient transportation within Oak Ridge. The eastern roundabout shall be located within the 60' right-of-way and have one lane. The western roundabout shall have a 100' right-of-way radius and have two lanes. The right-of-way for this roundabout shall be dedicated, but the roundabout shall not be constructed at this time.
4. As shown in Figure 4 – Street Type Designation Map, the existing Field Store Road will be extended within the Project between the intersection with Joseph Road and the intersection with the internal collector street. Field Store Road will terminate at the internal collector street with a standard intersection.

However, as shown in Figure 8 – Field Store Road Potential Realignment Exhibit, the County has the option to further extend Field Store Road to the north and to construct a roundabout at the intersection. A corridor will be preserved within the Project that the County may acquire to extend Field Store Road. Sufficient right-of-way will also be dedicated at the intersection so the County may construct a roundabout¹. The corridor will be provided in lieu of right-of-way dedication for the further extension of Field Store

¹ The potential roundabout is located partially within a San Bernard Electrical Cooperative easement. Therefore, construction of roundabout subject to approval by San Bernard Electrical Cooperative.

Road to provide flexibility to the County and adjacent property owners. It will also prevent the need to construct a dead-end street by the developer.

G. Building Regulations

Single-family homes within the PD shall be developed in accordance with the following building regulations:

1. Primary exterior finishes are limited to brick, stone (natural, cast, or cultured-textured), real stucco (wire mesh, cement lime based), fiber cement siding (i.e. Hardie Plank siding), and glass, and shall comprise at least 70% of the front façade (the area of the front façade shall exclude eaves, fascia, and door and window openings) and 50% of the remaining façades.
2. Secondary exterior finishes shall include wood and ceramic tiles.
3. Use of architectural metals may include canopies, roof systems, and miscellaneous trim work and such use shall meet the durability standards of the development code.
4. The following building materials shall not be used on the exterior finish:
 - a) Vinyl siding, wood fiber hardboard siding, oriented strand board siding.
 - b) plastic, or fiberglass panels.
 - c) Smooth or untextured concrete surfaces.
 - d) Exterior Insulated Finish Systems (E.I.F.S.).
 - e) Unfired or underfired clay, sand, or shale brick.



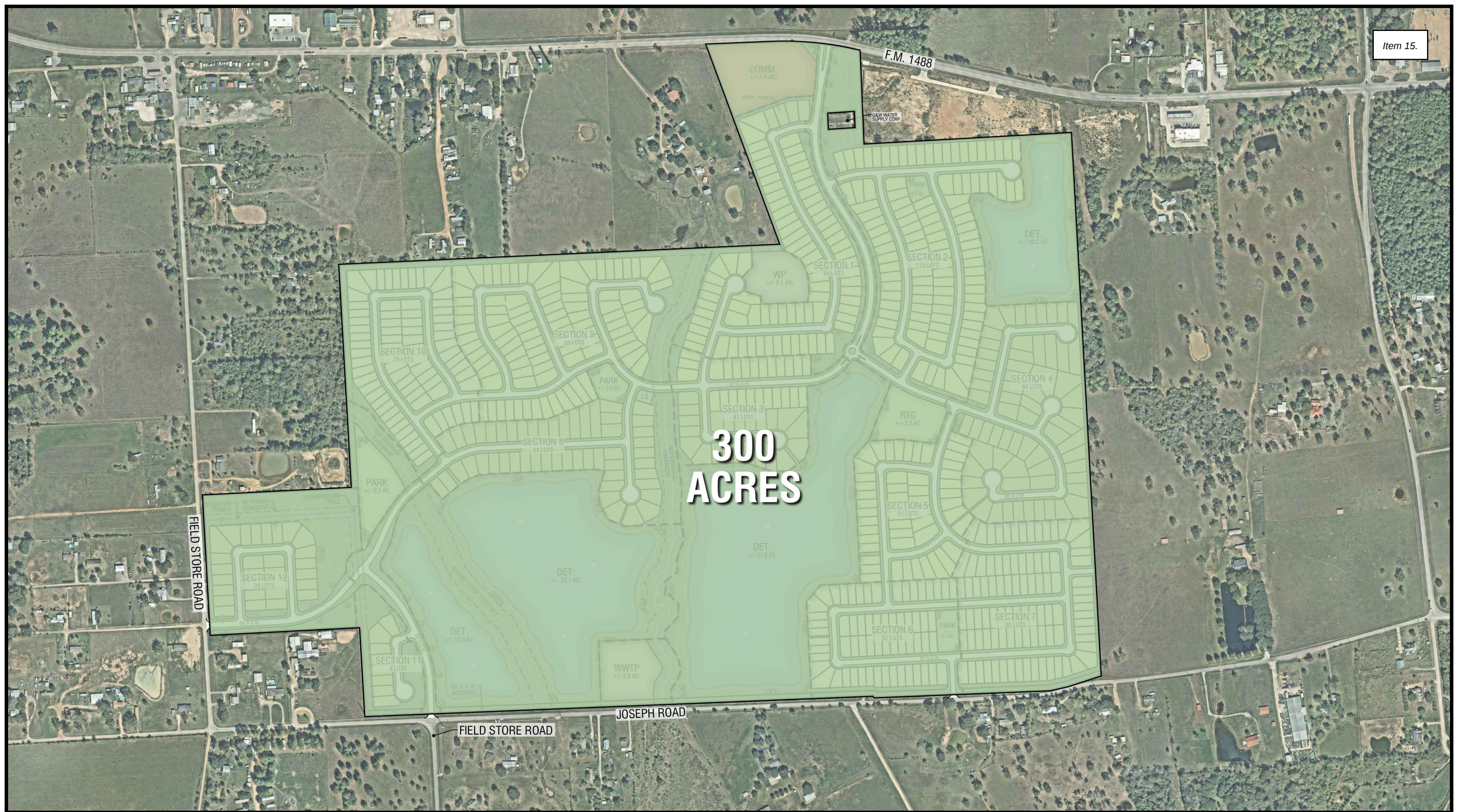


Figure 1: Boundary Exhibit

Waller County, Texas

0 125' 250' 500'
SCALE: 1"=500'
TRUE SCALE AT 11" x 17"



EHRA JOB NO.
241-013-00
No warranty or representation of intended use,
design or proposed improvements are made
herein. All Plans for land or facilities are subject
to change without notice.



10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
EHRATEAM
TBPE No. F-726
TBPLS No. 10092300

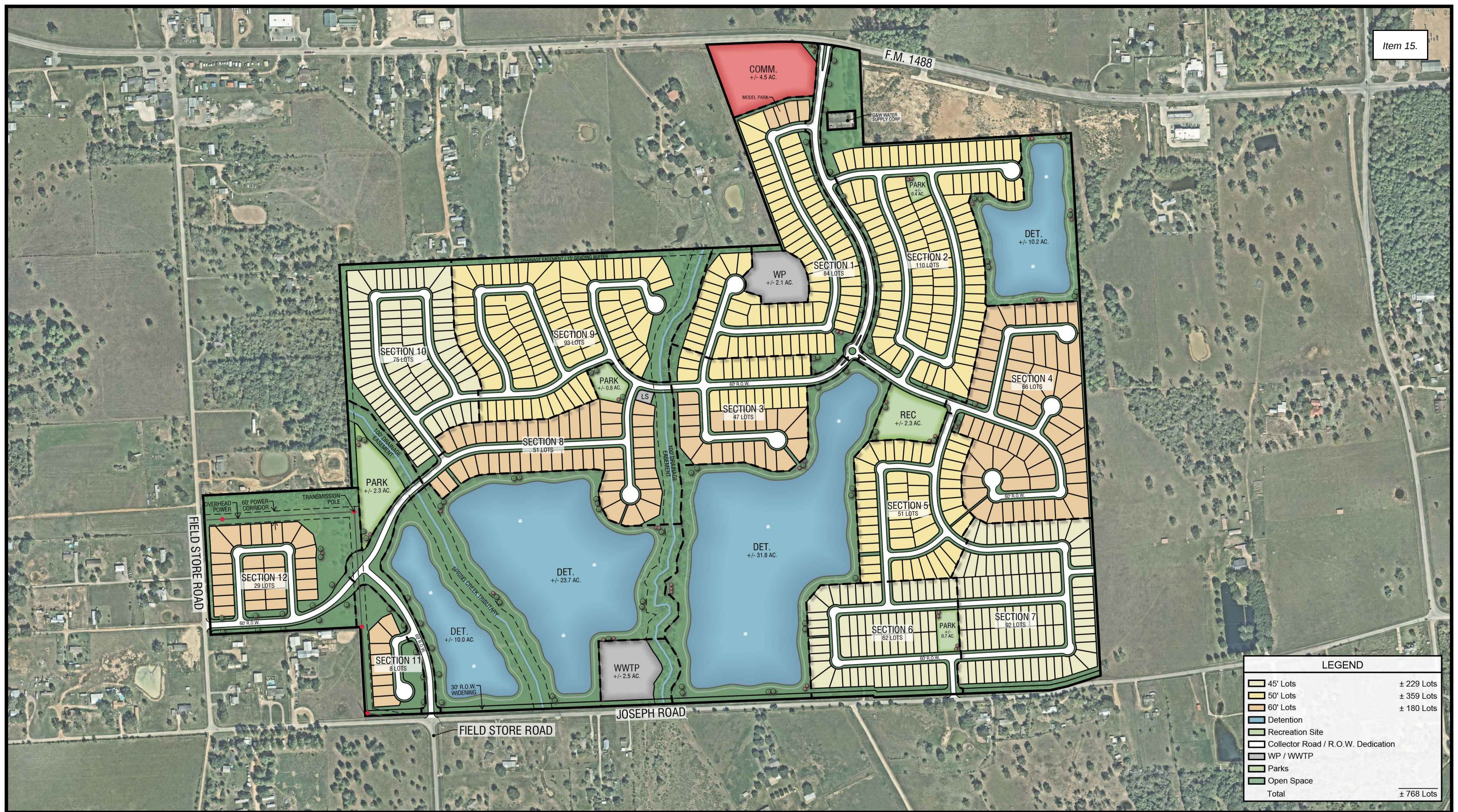


Figure 2: Conceptual Plan

Waller County, Texas

0 125' 250' 500'
SCALE: 1"=500'
TRUE SCALE AT 11" x 17"



EHRA JOB NO.
241-013-00

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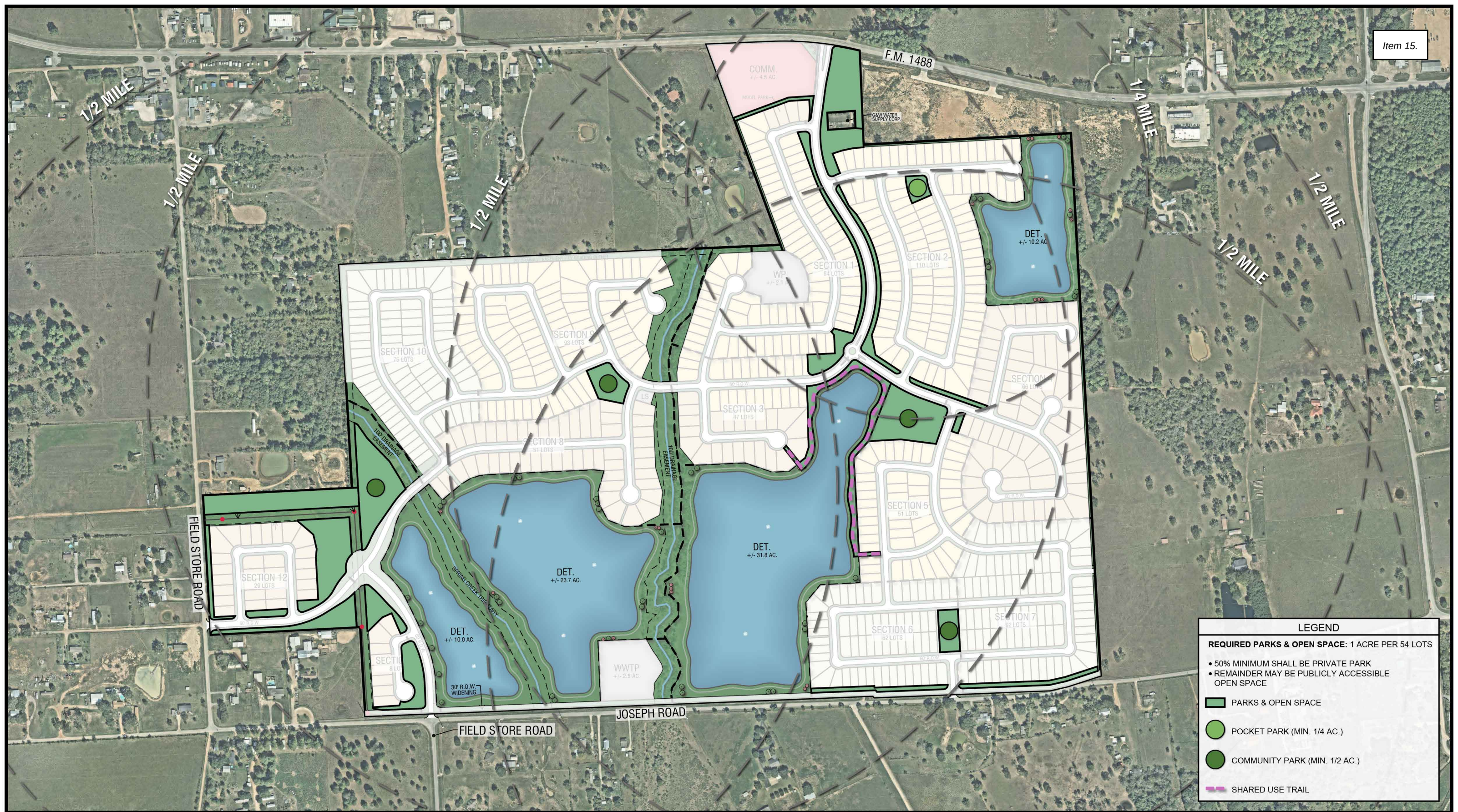


Figure 3: Landscape and Open Space Plan

Waller County, Texas

0 125' 250' 500'
SCALE: 1"=500'
TRUE SCALE AT 11" x 17"



EHRA JOB NO.
241-013-00
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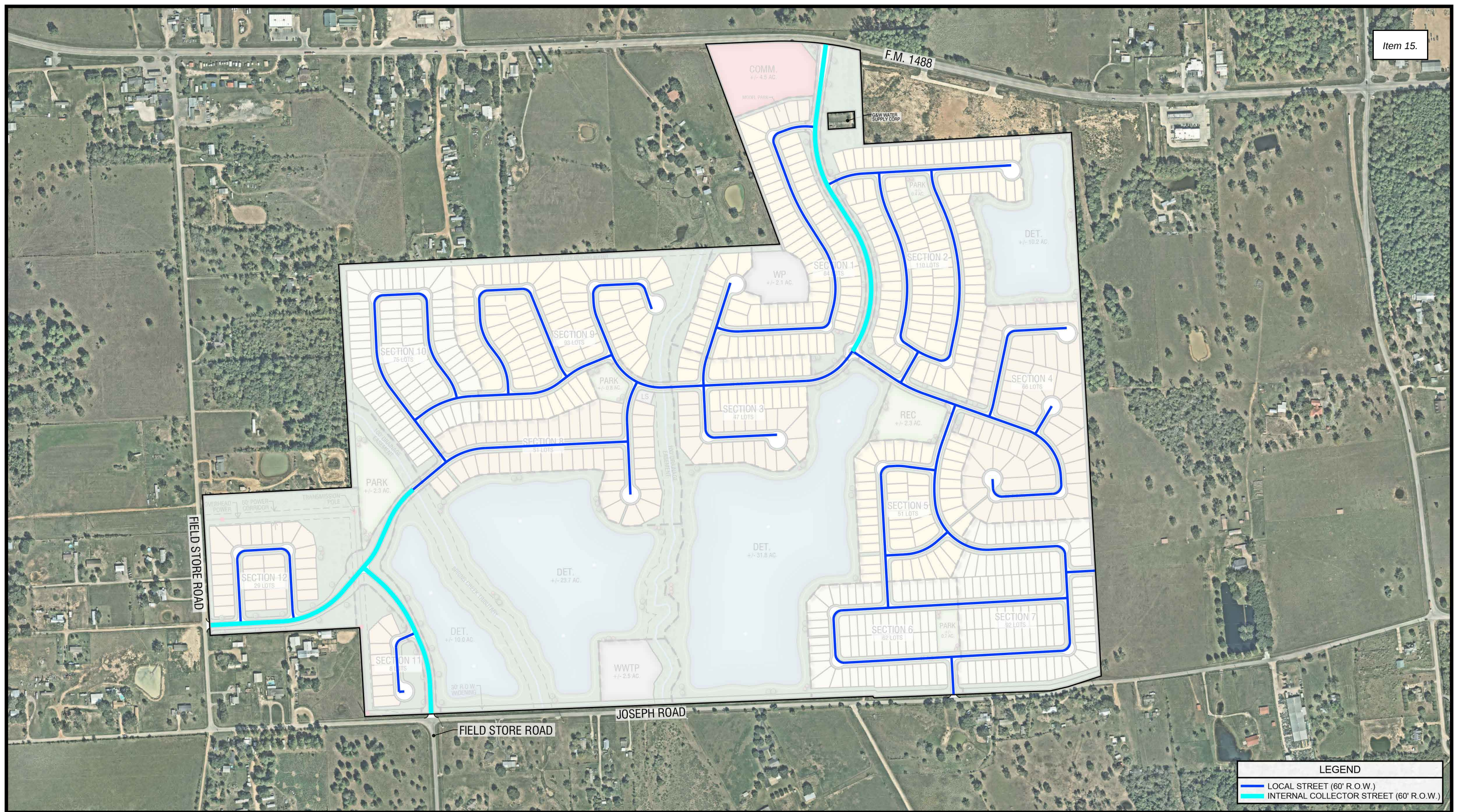


Figure 4: Street Type Designation Map

Waller County, Texas

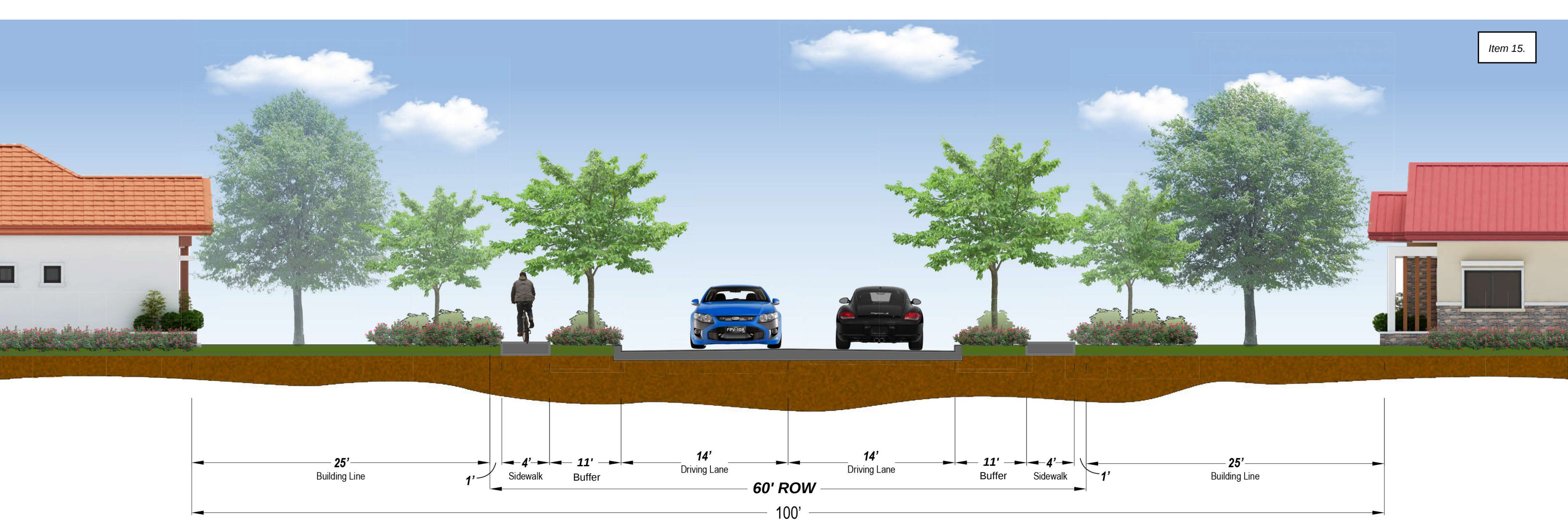
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SCALE: 1"=500'
TRUE SCALE AT 11" x 17"



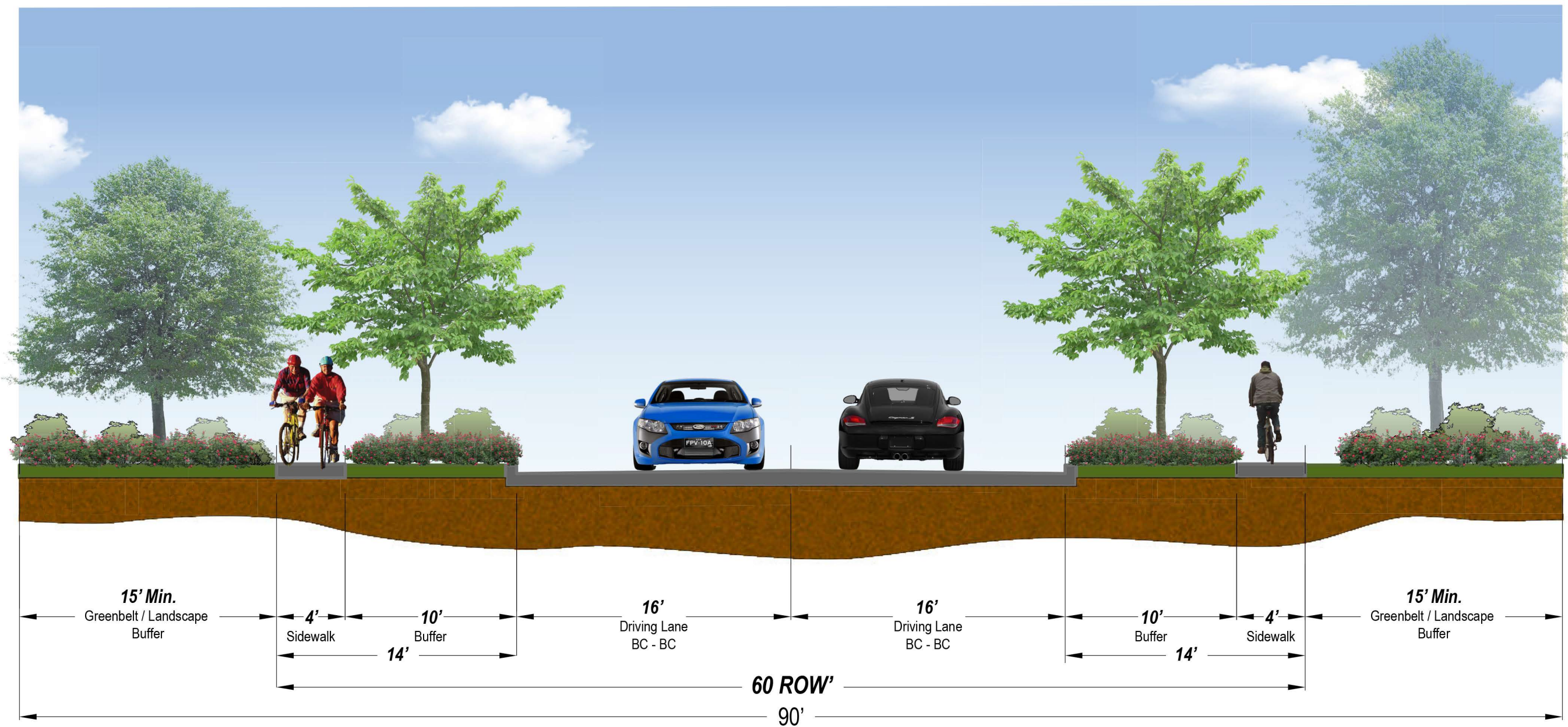
EHRA JOB NO.
241-013-00
No warranty or representation of intended use,
design or proposed improvements are made
herein. All Plans for land or facilities are subject
to change without notice.



10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
EHRATEAM
TBPE No. F-726
TBPLS No. 10092300



Street Cross Section | Residential Street



Street Cross Section | Collector Street



Figure 7: Fence Exhibit

Waller County, Texas

0 125' 250' 500'
SCALE: 1"=500'
TRUE SCALE AT 11" x 17"



EHRA JOB NO.
241-013-00

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.



10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
EHRATEAM
TBPE No. F-726
TBPLS No. 10092300

Note: A corridor will be preserved within the Project that the County may acquire to extend Field Store Road. Sufficient right-of-way will also be dedicated at the intersection so the County may construct a roundabout

Item 15.

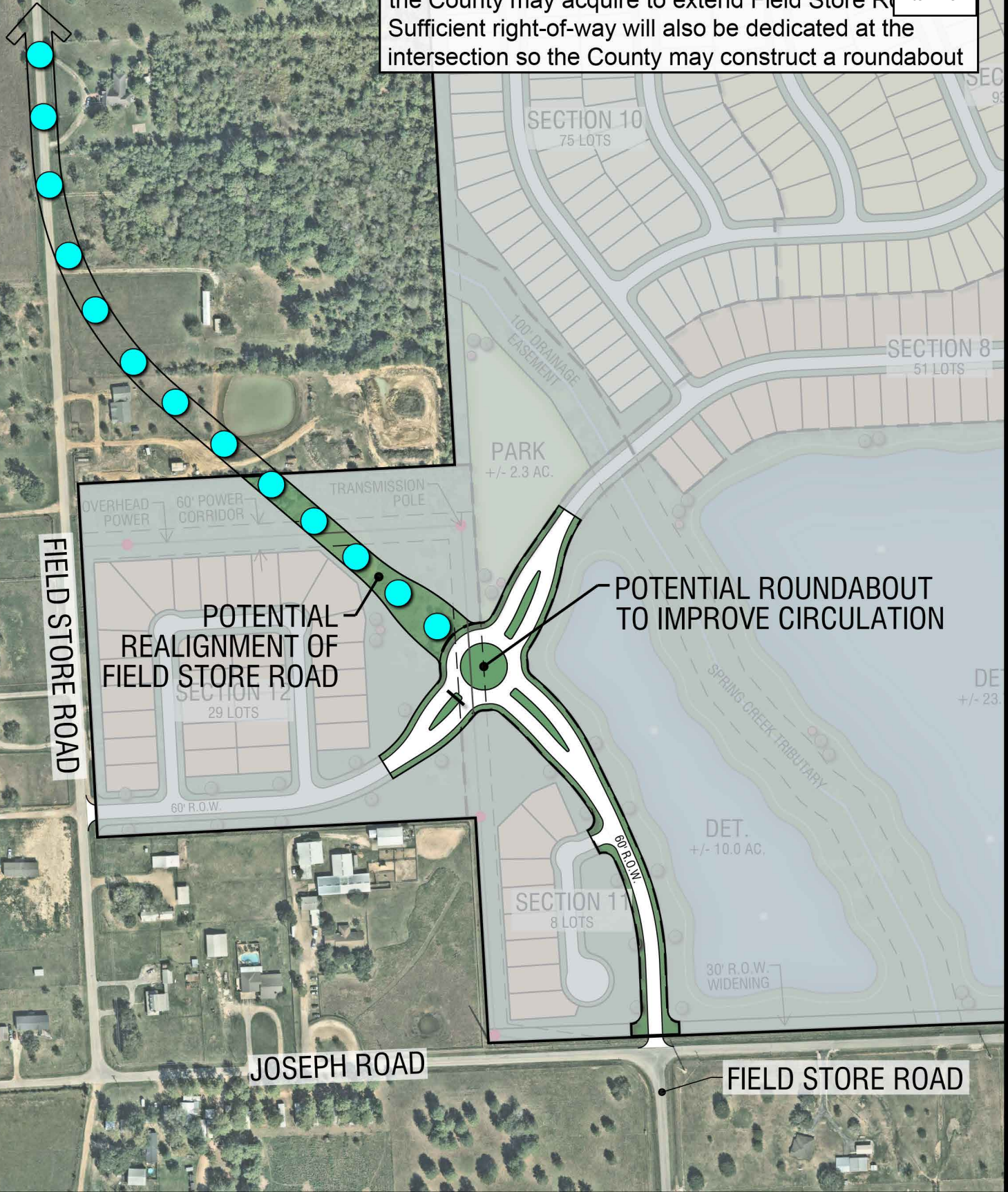


Figure 8: Field Store Road Potential Realignment Exhibit

Waller County, Texas

0 75' 150' 300'
SCALE: 1"=300'
TRUE SCALE AT 8.5" x 11"



NORTH

EHRA

ENGINEERING THE FUTURE
SINCE 1936

EHRA JOB NO.
241-013-00

10011 MEADOWGLEN LANE
HOUSTON, TEXAS 77042
713.784.4500
EHRA TEAM
TBPE No. F-726
TBPLS No. 10092300

No warranty or representation of intended use, design or proposed improvements are made herein. All Plans for land or facilities are subject to change without notice.

Exhibit C
General Plan

Exhibit D
Approved Variances

EXHIBIT D

Approved Variances

1. On October 2, 2024, the Waller County Commissioners Court approved the following variance for Forestar (USA) Real Estate Group, Inc., for the Oak Ridge subdivision:

Variance from: Waller County Subdivision and Development Regulations
Appendix A – 4.2.5, requiring a 1,200’ minimum centerline radius
for collector streets.

Approved Variance: 650’ minimum centerline radius for collector streets; reverse
curves shall be separated by a tangent distance of not less than
150’.

2. On October 2, 2024, the Waller County Commissioners Court approved the following variance for Forestar (USA) Real Estate Group, Inc., for the Oak Ridge subdivision:

Variance from: Waller County Subdivision and Development Regulations
Appendix A – 4.2.2, requiring a 80’ minimum right-of-way width
for collector streets.

Approved Variance: 60’ minimum right-of-way width for collector streets.

3. On October 2, 2024, the Waller County Commissioners Court approved the following variance for Forestar (USA) Real Estate Group, Inc., for the Oak Ridge subdivision:

Variance from: Waller County Subdivision and Development Regulations
Appendix A – 4.3.4, requiring a 70’ right-of-way radius and 50’
paving radius for cul-de-sacs.

Approved Variance: A minimum cul-de-sac radius of 60’.

4. On October 2, 2024, the Waller County Commissioners Court approved the following variance for Forestar (USA) Real Estate Group, Inc., for the Oak Ridge subdivision:

Variance from: Waller County Subdivision and Development Regulations
Appendix A – 4.3.5, requiring a 650’ minimum centerline radius

Approved Variance: A minimum centerline radius of 300’

5. On October 2, 2024, the Waller County Commissioners Court approved the following variance for Forestar (USA) Real Estate Group, Inc., for the Oak Ridge subdivision:

Variance from: Waller County Subdivision and Development Regulations
Appendix A – 3.4.7, requiring a minimum lot size width of 50 feet.

Approved Variance: A minimum 45-foot lot width.

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement of the Subdivision Development Agreement Between Waller County, Texas and Forestar (USA) Real Estate Group, Inc. for Oak Ridge subdivision (“Agreement”). The Agreement, dated effective _____, 2024, is identified as Contract ID# _____ in the Official Public Records of Waller County, Texas. Notice is hereby given that the real property described in Exhibit A attached hereto and incorporated herein by this reference is subject to the Agreement. A copy of the Agreement may be obtained from the Waller County Clerk’s Office.

WALLER COUNTY, TEXAS

 Carbett “Trey” J. Duhon III
 Waller County Judge

Date: _____

STATE OF TEXAS §

COUNTY OF WALLER §

This instrument was acknowledged before me on the _____ day of _____, 2024 by Carbett “Trey” J. Duhon III, Waller County Judge, on behalf of Waller County, a political subdivision of the State of Texas.

 Notary Public, State of Texas

[S E A L]

Forestar (USA) Real Estate Group, Inc.
A Delaware corporation

By: _____

Title: _____

Date : _____

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024
by _____[name],
_____[title], on behalf of Forestar (USA) Real Estate Group, Inc., a
Delaware corporation.

Notary Public, State of _____

[S E A L]

EXHIBIT A

Real Property Description

**METES AND BOUNDS DESCRIPTION
BEING 300.1 ACRES
IN THE JOHN REESE SURVEY, ABSTRACT NO. 242
WALLER COUNTY, TEXAS**

A 300.5 ACRE TRACT OF LAND IN THE JOHN REESE SURVEY, ABSTRACT NO. 242 WALLER COUNTY, TEXAS, BEING OUT OF AND A PART OF A CALLED 20.725 ACRE TRACT OF LAND, CONVEYED TO BUD ADAMS RANCHES, INC., RECORDED UNDER VOLUME (VOL.) 456, PAGE (PG.) 834 WALLER COUNTY DEED RECORDS (W.C.D.R.) AND ALL OF TRACT "F" CONVEYED TO BUD ADAMS RANCHES, INC. AS RECORDED UNDER VOL. 458, PG. 249 W.C.D.R. AND DESCRIBED UNDER VOL. 183, PG. 388 W.C.D.R., AND ALL OF A CALLED 4.4913 ACRE TRACT (TRACT 1), AND ALL OF A CALLED 13.1289 ACRE TRACT (TRACT 2) BOTH CONVEYED TO JOSEPH GUILLEN, ET UX. AS DESCRIBED IN DOCUMENT RECORDED UNDER W.C.C.F. NO. 1807394, SAVE AND EXCEPT ALL OF A CALLED 0.3672 ACRE TRACT CONVEYED TO G&W WATER SUPPLY CORPORATION AS DESCRIBED IN DOCUMENT RECORDED UNDER VOL. 458, PG. 921 W.C.D.R., THE SAID 300.1 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (WITH BEARINGS BASED ON TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE, AS DETERMINED BY GPS MEASUREMENTS):

BEGINNING at a 1-inch iron pipe found marking the northeast corner of a called 5.00 acre tract (WHITE) conveyed to Mark H. White, ET UX., as described in document recorded under Vol. 464, Pg. 291 W.C.D.R., the southeast corner of a called 4.538 acre tract conveyed to Shirley A. Flora as described in document recorded under Vol. 566, Pg. 696 W.C.D.R., the southwest corner of a called 6.223 acre tract conveyed to Ernestine Kwiatkowski as described in document recorded under Vol. 427, Pg. 137 W.C.D.R., the northwest corner of said TRACT "F", and the northwest corner of the herein described tract;

THENCE, North 87°23'10" East, along the northerly line of said TRACT "F", common with the southerly lines of said 6.223 acre tract, a called 6.874 acre tract conveyed to Decapolis Investment Group LLC as described in document recorded under Vol. 1420, Pg. 310 W.C.D.R., a called 4.8858 acre tract conveyed to Roland Kenneth Robinson as described in document recorded under Vol. 546 Pg. 2 W.C.D.R., a called 15.6338 acre tract conveyed to Jose Oviedo, ET UX. as described in document recorded under Waller County Clerk's File Number (W.C.C.F. NO.) 1605665, a called 19.643 acre tract conveyed to Ralph David Franz, JR. as described in document recorded under W.C.C.F. NO. 1709285, passing at a distance of 409.83 feet a 1/2-inch iron rod found (0.3 feet south of line) marking the southeast corner of said 6.223 acre tract, and the southwest corner of said 6.874 acre tract, passing at a distance of 768.54 feet a 5/8-inch iron rod with cap stamped "RPLS 4509 Robert McCay" (0.4 feet north of line) found marking the southeast corner of said 6.874 acre tract, and the southwest corner of said 4.8858 acre tract, passing at a distance of 1,605.42 feet a 1/2-inch iron rod (0.9 feet north of line) found marking the southeast corner of said 15.6338 acre tract, and the southwest corner of said 19.643 acre tract, continuing a total distance of 2,527.71 feet, to a 5/8-inch iron rod found marking the southeast corner of said 19.643 acre tract, and the southwest corner of said 13.1289 acre tract, and an interior corner of the herein described tract;

THENCE, North 20°17'57" West, along the northeasterly line of said 19.643 acre tract, common with the southwesterly line of said 13.1289 acre tract, a distance of 1,221.49 feet, to a 5/8-inch iron rod found on the southerly Right-Of-Way (R.O.W.) line of F.M. 1488 (based on a width of 100 feet) as dedicated by Vol. 137, Pg. 626 W.C.D.R., marking the northeast corner of said 19.643 acre tract, and the northwest corner of said 13.1289 acre tract, and an exterior corner of the herein described tract;

THENCE, North 87°40'06" East, along the southerly R.O.W. line of said F.M. 1488, common with the northerly line of said 13.1289 acre tract, a distance of 366.23 feet, to a 5/8-inch iron rod found marking the beginning of a curve to the right;

THENCE, in an easterly direction, along said curve to the right, having a radius of 1,859.88 feet, a central angle of 14°56'50" (chord bears, South 84°51'29" East, 483.83 feet) passing at an arc distance of 472.51 feet a 1/2-inch iron rod found marking the northeast corner of said 13.1289 acre tract, common with a northerly corner of aforesaid 4.4913 acre tract, continuing a total arc distance of 485.20 feet, to the point of tangency;

THENCE, South 77°10'54" East, continuing along southerly R.O.W. line of said F.M. 1488, common with the north line of said 4.4913 acre tract, a distance of 28.72 feet, to a 1/2-inch iron rod found marking the northwest corner of Reserve "A", Fieldstore Commercial, map or plat thereof recorded under file No. 2104032 Waller County Plat Records (W.C.P.R.) and the northeast corner of said 4.4913 acre tract, and an exterior corner of the herein described tract;

THENCE, South 02°22'42" East, along the west line of said Fieldstore Commercial, common with the east line of said 4.4913 acre tract, a distance of 538.25 feet, to a 1-inch iron pipe found marking an angle in the east line of said 4.4913 acre tract, the southwest corner of Lot1, Block 1, of said Fieldstore Commercial, and a northerly corner of said TRACT "f", and an interior corner of the herein described tract;

THENCE, North 86°48'18" East, departing the easterly line of said 4.4913 acre tract, and along the southerly line of Block 1 of said Fieldstore Commercial, common with the northerly line of said TRACT "f", passing four separate 1/2-inch iron rods found marking Lot corners of said Fieldstore Commercial plat at distances of 245.79 feet, 410.79 feet, 580.79 feet, and 780.79 feet, continuing a total distance of 1,188.97 feet, to a 1-1/2-inch iron pipe found in the west line of a called 18.119 acre tract (Tract II) conveyed to Little K Investments and Management, LLC as described in document recorded under W.C.C.F. NO. 2204395, marking the southeast corner of said Block 1 of Fieldstore Commercial plat, and the northeast corner of said TRACT "f", and the herein described tract, from which a 5/8-inch iron rod with cap stamped "RPLS 5485" found marking the northeast corner of said Block 1, of Fieldstore Commercial plat, bears for reference, North 03°08'08" West, 206.20 feet, and from which a 1-1/4-inch iron pipe found on the south Right-Of-Way (R.O.W.) line of F.M. 1488 (based on a width of 100 feet) partially dedicated by Vol. 137, Pg. 626 W.C.D.R., marking the northwest corner of a called 29.4019 acre tract conveyed to Hablinski Properties, L.L.C. as described in document recorded under Vol. 765, Pg. 38 W.C.D.R., bears for reference North 77°53'13" East, 895.97 feet;

THENCE, South 03°08'08" East, along the east line of said TRACT "f", common with the west line of said Tract II, passing at 1,447.50 feet, the southwest corner of said Tract II, and the northwest corner of a called 18.847 acre tract conveyed to Hablinski Properties, L.L.C. as described in document recorded under Vol. 765, Pg. 38 W.C.D.R., from which point a found 1-inch iron pipe bears for reference South 86°56' West, 1.2', and from that same point a found 1/2-inch iron rod bears for reference, North 63°54' West, 1.4', continuing a total distance of 3,109.22 feet, to a 5/8-inch iron rod found on the north R.O.W. line of Joseph Road (based on a variable width) partially dedicated by Vol. 259, Pg. 454 W.C.D.R., marking the southwest corner of said 18.847 acre tract, and the southeast corner of said TRACT "f", and the herein described tract, from which a 1/2-inch iron pipe found at the intersection of the westerly R.O.W. line of Hegar Road (based on a variable width) partially dedicated by Vol. 255, Pg. 530 W.C.D.R., and the northerly R.O.W. line of said Joseph Road, marking the southeast corner of a called 14.065 acre tract conveyed to Hablinski Properties, L.L.C. as described in document recorded under Vol. 765, Pg. 38 W.C.D.R., bears for reference, North 79°27'55" East, 1,955.04 feet, and a 1/2-inch iron pipe found on the northerly R.O.W. line of said Joseph Road, marking an angle in the southerly line of said 14.065 acre tract, bears for reference North 82°24'32" East, 1,145.40 feet;

THENCE, departing the said common line along the northerly R.O.W. line of said Joseph Road, common with the southerly line of said TRACT "f" and the herein described tract the following courses and distances:

South 71°57'27" West, a distance of 197.50 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set marking an angle in the southerly line of the herein described tract;

South 77°12'27" West, a distance of 103.40 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set marking an angle in the southerly line of the herein described tract, from which a 5/8-inch iron rod found marking the northwest corner of a called 1.498 acre tract conveyed to Francisco Padilla as described in document recorded under Vol. 1023, Pg. 40 W.C.D.R., bears for reference, South 58°12'18" West, 86.52 feet;

South 87°42'27" West, a distance of 1,007.00 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set marking an angle in the southerly line of the herein described tract;

North 37°17'33" West, a distance of 11.50 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set marking an angle in the southerly line of the herein described tract, from which a 5/8-inch iron rod with cap stamped "RPLS 4509 Robert McCay" found on the southerly R.O.W. line of said Joseph Road, marking the northeast corner of a called 20.462 acre tract conveyed to Jon R. Henningsgard as described in document recorded under Vol. 1151, Pg. 759 W.C.D.R., bears for reference South 66°41'25" West, 148.14 feet;

South 87°42'27" West, a distance of 2,908.47 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set marking the southeast corner of a called 5 acre tract conveyed to Billy C. Collier as described in document recorded under Vol. 1265, Pg. 411 W.C.D.R. and the southwest corner of said TRACT "f" and the herein described tract, from which a 1/2-inch iron rod found marking the southwest corner of said 5 acre tract bears for reference South 87°05'32" West, 426.13 feet, and a 5/8-inch iron rod found at the northerly end of a cut-back corner of the intersection of the southerly R.O.W. line of said Joseph road and the westerly R.O.W. line of Field store road (based on a width of 80 feet) as dedicated by Vol. 150, Pg. 453 W.C.D.R. and marking a northeasterly corner of a called 7.479 acre tract conveyed to Kelly Ginn, ET UX. as described in document recorded under W.C.C.F. NO. 1900462, bears for reference South 82°55'39" East, 317.28 feet;

THENCE, North 03°18'48" West, departing the northerly R.O.W. line of said Joseph road, and along the easterly line of said 5 acre tract, common with the westerly line of said TRACT "f", a distance of 510.02 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set in the west line of said TRACT "f", marking the northeast corner of said 5 acre tract, and the southeast corner of aforesaid 20.725 acre tract, and an interior corner of the herein described tract;

THENCE, South 87°03'11" West, departing the west line of said TRACT "f", and along the south line of said 20.725 acre tract, common with the north lines of said 5 acre tract, and a called 2.000 acre tract conveyed to Jona McGowen, and Curtis Lee Sims as described in document recorded under W.C.C.F. NO. 2214976, passing at a distance of 426.12 feet, a 1/2-inch iron rod found marking the northwest corner of said 5 acre tract, and the northeast corner of said 2.000 acre tract, continuing a total distance of 856.04 feet, to a 5/8-inch iron rod with cap stamped "E.H.R.A. 713-784-4500" set on the east R.O.W. line of Fields Store Road (unknown width, no record dedication found), marking the northwest corner of said 2.000 acre tract, and the southwest corner of said 20.725 acre tract and an exterior corner of the herein described tract;

THENCE, North 03°09'44" West, along the east R.O.W. line of said Fields Store Road, common with the west line of said 20.725 acre tract, a distance of 798.09 feet, to a 5/8-inch iron rod found marking the southwest corner of a called 5.00 acre tract conveyed to Doyle Alfred Warren, III ET UX. as described in document recorded under

Vol. 1437, Pg. 218 W.C.D.R. and an exterior corner of the herein described tract, from which a 1/2-inch iron rod found marking the northwest corner of said 5.00 acre tract, bears for reference North 03°20'02" West, 256.22 feet;

THENCE, North 87°06'13" East, departing the east R.O.W. line of said Fields Store Road, along the south line of said 5.00 acre tract, and over and across said 20.725 acre tract, a distance of 853.06 feet, to a 1/2-inch iron rod found on the west line of said TRACT "F", common with the east line of said 20.725 acre tract, marking the southeast corner of said 5.00 acre tract and an interior corner of the herein described tract;

THENCE, North 03°14'31" West, along the west line of said TRACT "F", common with the east lines of said 5.00 acre tract, a called 5.000 acre tract (HOAGLAND) conveyed to Tracy Hoagland as described in document recorded under Vol. 519, Pg. 411 W.C.D.R., a called 4.9887 acre tract conveyed to Karen Hayes recorded under Vol. 848, Pg. 240 W.C.D.R., a called 5.0067 acre tract granted to Shirley Ann Lyons per last will and testament of Johanna Elizabeth Guese, recorded under W.C.C.F. NO. 2000737, described in document recorded under Vol. 870, Pg. 343 W.C.D.R., and aforesaid WHITE tract, passing at a distance of 256.29 feet a 5/8-inch iron rod (rusted) found marking the northeast corner of said 5.00 acre tract, and the southeast corner of said HOAGLAND tract, passing at a distance of 509.38 feet a 1/2-inch iron rod found marking the northeast corner of said HOAGLAND tract, and the southeast corner of said 4.9887 acre tract, passing at a distance of 766.75 feet a 1-inch iron pipe found marking the northeast corner of said 4.9887 acre tract, and the southeast corner of said 5.0067 acre tract, continuing a total distance of 1,278.46 feet to the **POINT OF BEGINNING**,

SAVE AND EXCEPT ALL OF A CALLED 0.3672 ACRE TRACT CONVEYED TO G&W WATER SUPPLY CORPORATION AS DESCRIBED IN DOCUMENT RECORDED UNDER VOL. 458, PG. 921 W.C.D.R., LEAVING A REMAINDER OF 300.1 ACRES.



TBPE No. F-726
TBPLS No. 10092300

EXHIBIT 'B' PLAN OF DEVELOPMENT OAK RIDGE

A. Introduction

This proposed development is an important opportunity for Waller County (County) to participate in the strategic planning of a major master planned community, further setting the tone for future development in the area. The proposed plan is intended to align elements of the County's requirements and goals with the goals and objectives of a contemporary master-planned development. The quality and cohesiveness of this development should set the standard for the type of development the County desires to promote within its jurisdiction.

Oak Ridge (Project) is a master planned community consisting of approximately 300 acres located north of Joseph Road, south of the F.M. 1488, and east of Field Store Road. The tract is located fully in Waller County, in Precinct 2. It is approximately seven miles north of the City of Waller. The Project may have a different name in the future and is currently referred to as Oak Ridge.

The developer desires to construct a community that features recreational amenities and open space, provides a range of housing types and prices, and includes a commercial tract.

This Plan of Development (PD), its description, rules, and regulations shall apply to the entirety of property as is depicted on Figure 2 - Conceptual Plan.

1. This Plan of Development includes the following sections:

- A. Introduction
- B. General Provisions
- C. Land Uses
- D. Development Regulations
- E. Parks, Recreation, and Trails
- F. Street Plan & Cross-Sections
- G. Building Regulations

B. General Provisions

1. The PD approved herein will be constructed, developed, and maintained in compliance with this Development Agreement and other applicable ordinances of the County. If any provision or regulation of any County ordinance applicable in the Oak Ridge Plan of Development is not contained in this PD, all the regulations contained in the County's ordinance applicable to the Oak Ridge PD in effect on the effective date of this ordinance will apply to this PD as though written herein, except to the extent the County regulation or provision conflicts with a provision of this Development Agreement.
2. If there are discrepancies between the text of this document and the figures attached, the text shall prevail.
3. The Project shall be developed in accordance with the following figures that are attached to and made part of this PD:

Figure 1 - Boundary Exhibit

Figure 2 - Conceptual Plan

Figure 3 - Landscape and Open Space Plan

Figure 4 - Street Type Designation Map

Figure 5 - Street Cross-Section, Local Residential Street

Figure 6 - Street Cross-Section, Collector Street

Figure 7 - Fence Exhibit

Figure 8 - Field Store Road Potential Realignment Exhibit

4. A homeowners' association shall be established and made legally responsible to maintain all common areas, private streets, recreation reserves, and community amenities not otherwise dedicated to the public. All land and facilities dedicated to a Municipal Utility District shall be maintained by said District.
5. The homeowners' association shall enforce deed restrictions.
6. Developer agrees to provide "Increased Standard" street concrete thickness as provided in the table below, unless a geotechnical analysis demonstrates that improvements to subgrade will provide better long-term stability and reduced maintenance burden for the road, in which case the "Minimum Standard" 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
Increased Standard	7" thick concrete	8" thick concrete

7. The developer or municipal utility district shall maintain a maintenance bond which shall commence on the effective date of the acceptance of the roads by the County and continue for a minimum one-year period but no longer than the earlier to occur of a two-year period or until 100% of the residences which are served by the accepted roads are substantially completed.

8. Waller County Municipal Utility District No. 65 shall be created upon the property associated with the Project described in Exhibit 'A' to the Agreement. The target date for such creation is the end of the second quarter of calendar year 2025.
9. Law Enforcement; The Developer, the Homeowners' association to be created by Developer (the "HOA"), or the Municipal Utility District shall contract with the Waller County Sheriff's Office to provide supplemental police protection services to the Developer's Property by a deputy sheriff at 50% buildout.
10. The developer shall provide a fee in lieu of making improvements to Joseph Road. The current cost to construct one half of a major thoroughfare boulevard is approximately \$375 per linear foot. Since the Project has approximately 4,200 linear feet of frontage along Joseph Road, the developer shall provide \$1,575,000 to Waller County in a piecemeal fashion along with each final plat submittal that abuts Joseph Road proportional to the overall Joseph Road frontage. If the cost to construct one half of a major thoroughfare boulevard has decreased by the time of final plat submittal, the developer shall be permitted to submit a revised cost estimate for improvements to Joseph Road to reflect the updated cost and, upon the County's approval of the revised cost estimate figures, shall only be obligated to pay the County the revised cost.
11. Two drainage channels cross the tract from north to south and drain to Spring Creek.
12. The tract is located within the San Bernard Electric Cooperative Inc. service area.

C. Land Uses

1. The maximum number of single-family lots shall not exceed 800 lots (unless additional tracts of land are acquired and added to this PD).
2. Within the boundary of the proposed Plan of Development, land shall be dedicated for parks and open space purposes, which area shall equal one acre per 54 dwelling units. Land used for parks and open space area shall have a minimum frontage of 60 feet on a public street. A parkland dedication table shall be provided with each plat to ensure compliance with this requirement. The requirements for the parkland are described in Section E. Each plat does not need to stand on its own regarding parkland dedication, as parkland dedication shall be considered on a project total basis.
3. Multi-family development shall be prohibited within the Project.

D. Development Regulations

Area within the PD shall be developed in accordance with the following regulations:

1. The maximum number of lots shall not exceed 800 lots (unless additional tracts of land are acquired and added to this PD).
2. Minimum lot size: 45 feet minimum width as approved by variance by Commissioner's Court on October 2, 2024, and described in Exhibit D.
3. Maximum lot coverage: 65% percent calculated as the ground covered by building structures, principal, or accessory, of the gross lot surface area.
4. Minimum front yard building setback: 25 feet; measured from the front property/right-of-way line.
5. Minimum side yard building setbacks: five feet for interior, non-corner lots and the non-street side of corner lots; 15 feet exterior side yard for corner lots. Minimum 25 feet garage setback if the garage door faces the side street.
6. Minimum rear yard building setback: 10 feet.
7. Minimum setback from a major thoroughfare: 25 feet measured from the street right-of-way line.
8. The minimum right-of-way width for local streets within the PD shall be 60 feet. The minimum right-of-way width for collector streets within the PD shall be 60 feet as approved by variance by Commissioner's Court on October 2, 2024, and described in Exhibit D.
9. For local streets, curves shall have a minimum centerline radius of 300 feet. Reverse curves shall be separated by a tangent distance of not less than 50 feet. This shall not apply to "L type" intersections. These types of intersections shall have a minimum centerline radius of 50 feet. The provisions of this standard were approved by variance by Commissioner's Court on October 2, 2024, and are further described in Exhibit D.
10. For collector streets, curves shall have a minimum centerline radius of 650 feet with reverse curves separated by a tangent distance of not less than 150 feet, as approved by variance by Commissioner's Court on October 2, 2024, and described in Exhibit D.
11. Cul-de-sac bulbs shall have a right-of-way radius of 60 feet and a paving radius of 50 feet as approved by variance by Commissioner's Court on October 2, 2024, and described in Exhibit D.
12. Compensating open space will be required for lots less than 5,000 square feet in area. Plats for lots below 5,000 square feet must include lot size tables to delineate this requirement. 200 square feet of compensating open space is required per lot.



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Standards for Compensating Open Space:

- a) Compensating open space may be used to reduce the minimum lot size requirement only to the extent that the area proposed to be dedicated to compensating open space meets the standards of this section.
- b) The following areas shall not be used for or considered compensating open space:
 - 1) Areas designated or used as lots or building sites for dwelling units, utility or storage purposes, carports or garages;
 - 2) Driveways, private roadways, or streets;
 - 3) Private medians less than 12' wide; or
 - 4) Detention ponds, drainageways, water areas including floodplains and floodways, or ravines.
- c) Compensating open space shall be reasonably dry and flat, unless the area is within an open space amenities plan approved separately by county staff. Landscape buffers are permitted to be considered as compensating open space provided that they meet the criteria listed in subsections (d) and (e).
- d) The minimum size of any area used for compensating open space shall be 240 square feet, with dimensions of 12' by 20'.
- e) Any area used for compensating open space:
 - 1) Shall be restricted for the use of owners of property in and residents of the subdivision;
 - 2) Shall be owned, managed and maintained under a binding agreement among the owners of property in the subdivision;
 - 3) Shall be accessible to all the residents of the subdivision; and
 - 4) Shall be located within each respective subdivision where necessary.

However, where excess compensating open space has been provided in a previously approved plat, the excess compensating open space may be allocated for the adjacent subdivision provided that the respective compensating open space reserve is within 500' of said plat boundary.

13. Shade Trees:

- a) All lots shall have a minimum of one tree, planted in the front yard setback. The trees must be a minimum of 2.5 inches in caliper width and a minimum height of eight feet as measured at the tree trunk from the ground as planted.
- b) On corner lots, one tree shall be provided within 15 feet of a street-side lot line per 50 feet of lot frontage on the side street, or portion thereof. Required trees shall be placed within the side yard setback.

14. Parking:

Each single-family home in the Project shall be subject to parking restrictions to be memorialized in separately filed covenants and restrictions as follows:

- a) Resident Parking Vehicles of residents shall be parked in the resident's garage or driveway.
- b) Guest parking Guests of residents must park in the driveway of the single-family residence they are visiting and may only park on the street if the driveway is not capable of parking another vehicle. This provision does not apply to law enforcement vehicles, emergency services vehicles, vehicles of service workers, such as landscapers, construction workers, or plumbers, but does apply to vehicles belonging to caregivers or domestic help that routinely provide services to the resident.
- c) Enforcement The enforcement of these Parking Restrictions shall be done both in accordance with Chapter 684 of the Texas Transportation Code relating to the towing of vehicles, and in accordance with provisions relating to the issuance of fines and the granting of variances from the Parking Restrictions to be contained in separately filed covenants and restrictions.

15. Screening:

- a) Where residential lots are platted adjacent to major thoroughfares, a minimum 8-foot-tall masonry/pre-cast concrete fence shall be built along the back or side lot line adjacent to said major thoroughfares, as shown on Figure 7 - Fence Exhibit.
- b) Where residential lots are platted adjacent to major collectors, enhanced cedar fencing shall be built along the back or side lot line adjacent to said major collectors, as shown on Figure 7 - Fence Exhibit.

E. Parks, Recreation, and Trails – As shown on Figure 3 - Landscape and Open Space Plan, an integrated network of open space and recreational amenities shall be provided in accordance with the following regulations:

- 1. At least 50% of the area required for parks and open space shall be provided by private neighborhood park land consisting of the following:
 - a) Pocket parks: recreation reserves of a minimum 1/4 acre.
 - b) Community parks: recreation reserves of a minimum of 1/2 acre.
 - c) Trails: incorporated into the design of maintenance berms surrounding wet detention ponds. The maintenance berm shall have an average width of at least 30 feet and a minimum width of 20 feet, with 100% of the maintenance berm acreage counted

towards parkland. Trails planned around dry detention ponds will not contribute to meeting the parkland dedication criteria.

2. Each home shall be located within 1/4 mile of a pocket park or 1/2 mile of a community park.
3. The remainder of the acreage required for parks and open space may be provided by the following:
 - a) Unencumbered landscape buffer and open space
 - b) Land encumbered by detention areas, lake and drainage channel borders, or other similar characteristics, if it complies with criteria listed below:
 - 1) Areas along lake and drainage channel borders have an average width of at least 30 feet and a minimum width of 20 feet; and
 - 2) Side slopes do not exceed a four to one (4:1) ratio; and
 - 3) Is not a maintenance berm that is counted as parkland in the previous section.
4. All pocket parks; community parks; unencumbered landscape buffer and open space; and land encumbered by detention areas, lake and drainage channel borders, or other similar characteristics shall comply with the criteria listed below:
 - a) Front a minimum of 60 feet on a public street.
 - b) Contain additional man-made improvements provided by the developer including but not limited to: concrete cart paths, sidewalks, benches, playgrounds, and shelters that facilitate an active/passive human recreational role.
5. Minimum four-foot-wide sidewalks shall be provided along both sides of local residential streets and along the maintenance berms of wet detention ponds (where being utilized to meet parks and open space requirements and illustrated on Figure 3, attached hereto). All sidewalks shall be constructed in accordance with the County details and shall meet the State of Texas ADA standards.
6. Minimum four-foot-wide sidewalks shall be provided along both sides of internal collectors within the property. At the discretion of the developer, an eight-foot-wide joint use trail may be constructed on only one side of the right-of-way in lieu of two separate four-foot-wide sidewalks on both sides of the right-of-way. In either case, the sidewalks or joint use trail may meander out of the right-of-way and into an adjacent landscape reserve if so provided. If a joint use trail illustrated on Figure 3 happens to abut an internal collector road, only one trail shall be required in that location. And if so provided, the HOA or District, (not Waller County) shall be responsible for the maintenance of the joint-use trail and its ancillary signage, and landscape.

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7. Trails incorporated into the design of maintenance berms surrounding wet detention ponds are considered as parkland and shall be installed within one year after the completion of the respected detention pond, as shown in Figure 3. Trail configurations are subject to change, but the quantity of trails will remain substantially the same.

8. Sidewalks are not required along Joseph Road since they will be constructed at a later date, along with the future road improvements, by the County.

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F. Street Plan and Cross-Sections

All new construction will be concrete curb and gutter with ultimate storm sewer.

1. Street cross sections listed below:

Figure 5 - Street cross-section, Local Residential Street.

Figure 6 - Street cross-section, Collector Street

2. Street improvements: Streets shall be built in phases as the Project develops in accordance with the County's Engineering Design Criteria and Development Agreement.
3. Roundabouts shall be permitted along the collector streets shown in Figure 4 – Street Type Designation Map for the purpose of enhancing traffic safety, improving traffic flow, and ensuring efficient transportation within Oak Ridge. The eastern roundabout shall be located within the 60' right-of-way and have one lane. The western roundabout shall have a 100' right-of-way radius and have two lanes. The right-of-way for this roundabout shall be dedicated, but the roundabout shall not be constructed at this time.
4. As shown in Figure 4 – Street Type Designation Map, the existing Field Store Road will be extended within the Project between the intersection with Joseph Road and the intersection with the internal collector street. Field Store Road will terminate at the internal collector street with a standard intersection.

However, as shown in Figure 8 – Field Store Road Potential Realignment Exhibit, the County has the option to further extend Field Store Road to the north and to construct a roundabout at the intersection. A corridor will be preserved within the Project that the County may acquire to extend Field Store Road. Sufficient right-of-way will also be dedicated at the intersection so the County may construct a roundabout¹. The corridor will be provided in lieu of right-of-way dedication for the further extension of Field Store

¹ The potential roundabout is located partially within a San Bernard Electrical Cooperative easement. Therefore, construction of roundabout subject to approval by San Bernard Electrical Cooperative.



ENGINEERING THE FUTURE
SINCE 1936

Road to provide flexibility to the County and adjacent property owners. It will also prevent the need to construct a dead-end street by the developer.

G. Building Regulations

Single-family homes within the PD shall be developed in accordance with the following building regulations:

1. Primary exterior finishes are limited to brick, stone (natural, cast, or cultured-textured), real stucco (wire mesh, cement lime based), fiber cement siding (i.e. Hardie Plank siding), and glass, and shall comprise at least 70% of the front façade (the area of the front façade shall exclude eaves, fascia, and door and window openings) and 50% of the remaining façades.
2. Secondary exterior finishes shall include wood and ceramic tiles.
3. Use of architectural metals may include canopies, roof systems, and miscellaneous trim work and such use shall meet the durability standards of the development code.
4. The following building materials shall not be used on the exterior finish:
 - a) Vinyl siding, wood fiber hardboard siding, oriented strand board siding.
 - b) plastic, or fiberglass panels.
 - c) Smooth or untextured concrete surfaces.
 - d) Exterior Insulated Finish Systems (E.I.F.S.).
 - e) Unfired or underfired clay, sand, or shale brick.

EXHIBIT D**Approved Variances**

1. On October 2, 2024, the Waller County Commissioners Court approved the following variance for Forestar (USA) Real Estate Group, Inc., for the Oak Ridge subdivision:

Variance from: Waller County Subdivision and Development Regulations
Appendix A – 4.2.5, requiring a 1,200' minimum centerline radius
for collector streets.

Approved Variance: 650' minimum centerline radius for collector streets; reverse
curves shall be separated by a tangent distance of not less than 150.

Deleted: 200'

2. On October 2, 2024, the Waller County Commissioners Court approved the following variance for Forestar (USA) Real Estate Group, Inc., for the Oak Ridge subdivision:

Variance from: Waller County Subdivision and Development Regulations
Appendix A – 4.2.2, requiring a 80' minimum right-of-way width
for collector streets.

Approved Variance: 60' minimum right-of-way width for collector streets.

3. On October 2, 2024, the Waller County Commissioners Court approved the following variance for Forestar (USA) Real Estate Group, Inc., for the Oak Ridge subdivision:

Variance from: Waller County Subdivision and Development Regulations
Appendix A – 4.3.4, requiring a 70' right-of-way radius and 50'
paving radius for cul-de-sacs.

Approved Variance: A minimum cul-de-sac radius of 60'.

4. On October 2, 2024, the Waller County Commissioners Court approved the following variance for Forestar (USA) Real Estate Group, Inc., for the Oak Ridge subdivision:

Variance from: Waller County Subdivision and Development Regulations
Appendix A – 4.3.5, requiring a 650' minimum centerline radius

Approved Variance: A minimum centerline radius of 300'

5. On October 2, 2024, the Waller County Commissioners Court approved the following variance for Forestar (USA) Real Estate Group, Inc., for the Oak Ridge subdivision:

Variance from: Waller County Subdivision and Development Regulations
Appendix A – 3.4.7, requiring a minimum lot size width of 50 feet.

Approved Variance: A minimum 45-foot lot width.



Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer	Waller County TX Sheriff
Date	8/2/2024
Sales Quote#	134633
Expires	11/29/2024
Sales Rep	Brian Churchill
PO#	
Terms	Net 30

Bill To

Waller County TX Sheriff
Sheriff Guidry
T.guidry@wallercounty.us

Ship To

Jeff Schillinger
Waller County TX Sheriff
100 Sheriff R. Glenn Smith Dr.
Hempstead TX 77445
United States

Item	Description	Quantity	Price Each	Amount
ICV-S-4	ROCKET In-Car Video Saas - ROCKET In-Car Video Saas - Coterminous with Existing Agreement: 10/1/2024 through 12/31/28 (42 months.)	8	\$7,404.25	\$59,234.00
ICV-H	ROCKET In-Car Video HaaS	8	\$2,630.00	\$21,040.00
Third Party / Customer Installation	Installation will be conducted via certified up-fitter / Customer at the Department's expense.			
Description	Payment schedule: Payment 1 Due 30 Days after PO Received: \$19,250.00 Payment 2: Due 6/1/2025 \$19,250.00 Payment 3: Due 6/1/2026 \$19,250.00 Payment 4: Due 6/1/2027 \$19,250.00 Total payment: \$77,000			
Signature Line	Signature:_____ Name:_____ Date:_____ PO:_____			

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.
Please forward all inquiries to insidesales@utility.com



Quote

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Bill To

Waller County TX Sheriff
Sheriff Guidry
T.guidry@wallercounty.us

Ship To

Jeff Schillinger
Waller County TX Sheriff
100 Sheriff R. Glenn Smith Dr.
Hempstead TX 77445
United States

Customer	Waller County TX Sheriff
Date	8/2/2024
Sales Quote#	134633
Expires	11/29/2024
Sales Rep	Brian Churchill
PO#	
Terms	Net 30

Subtotal	\$80,274.00
Discount	(\$3,274.00)
Subtotal	\$77,000.00
Sales Tax (%)	\$0.00
Total	\$77,000.00



**SERVICE ORDER 772 FOR :
Waller County - Precinct 4**

WWW.ATRONSOLUTIONS.COM

SALES@ATRONSOLUTIONS.COM

800-757-1773 OPTION 1



CUSTOMER INFORMATION

Account Number 17549

Customer ID 17549

Waller County - Precinct 4
32225 US Highway 90 Bus
Brookshire TX, 77423
USA

CONTACTS

NAME	EMAIL	PHONE	MOBILE
Greg Henry	ghenry@xpernet.com	7138164353	

LOCATIONS

SERVICE ADDRESS:	Waller County - Precinct 4 32225 US Highway 90 Bus Brookshire TX 77423
-------------------------	--

SERVICES

ONE TIME CHARGES: Internet - 1GB/1GB DIA Fiber, TN: 1GB/1GB DIA Fiber				
DESCRIPTION	TERM LENGTH	QUANTITY	PRICE	SUBTOTAL
Installation NRC (4375)		1	\$ 350.00	\$ 350.00
				\$ 350.00

MONTHLY RECURRING CHARGES: Internet - 1GB/1GB DIA Fiber, TN: 1GB/1GB DIA Fiber				
DESCRIPTION	TERM LENGTH	QUANTITY	PRICE	SUBTOTAL
5 Static IP's (4 Usable) (4727)	3 YEAR	1	\$ 35.00	\$ 35.00
Mikrotik RB750GR3 Managed Router 1GB 24x7x365 ProActive Monitoring Circuit Health & Trouble Ticket Generation and Resolution (4390)	3 YEAR	1	\$ 0.00	\$ 0.00
FiberConnect Internet Access 1GB/1GB (4726)	3 YEAR	1	\$ 750.00	\$ 750.00
				\$ 785.00

SERVICES

ONE TIME CHARGES: TV - Commercial Basic Plus Pac, TN: Commercial Basic Plus DirecTV

DESCRIPTION	TERM LENGTH	QUANTITY	PRICE	SUBTOTAL
Installation NRC - DirecTV (4660)		1	\$ 250.00	\$ 250.00
				\$ 250.00

MONTHLY RECURRING CHARGES: TV - Commercial Basic Plus Pac, TN: Commercial Basic Plus DirecTV

DESCRIPTION	TERM LENGTH	QUANTITY	PRICE	SUBTOTAL
TV - HD Business (4093)	3 YEAR	1	\$ 110.00	\$ 110.00
Directv HD Business Add On Receiver - Recurring (4757)	3 YEAR	4	\$ 10.00	\$ 40.00
				\$ 150.00

SERVICES**ONE TIME CHARGES: Voice - 4 Fax Lines via HTTPS, Billing Telephone Number: 4 Fax Lines via HTTPS**

DESCRIPTION	TERM LENGTH	QUANTITY	PRICE	SUBTOTAL
Installation NRC - One Time Setup (Equipment and Programming - On Site Pro Install Included) (4375)		1	\$ 250.00	\$ 250.00
				\$ 250.00

MONTHLY RECURRING CHARGES: Voice - 4 Fax Lines via HTTPS, Billing Telephone Number: 4 Fax Lines via HTTPS

DESCRIPTION	TERM LENGTH	QUANTITY	PRICE	SUBTOTAL
HTTPS FAX - Analog Hand Off - 3000 pages inbound/outbound per month (.15 cents/page for overages) (4798)	3 YEAR	4	\$ 50.00	\$ 200.00
				\$ 200.00

TOTAL

Subtotal MRC:	\$1,135.00
Subtotal NRC:	\$ 850.00
Subtotal Charges:	\$1,985.00
Total:	\$1,985.00

*MRC = MONTHLY RECURRING CHARGES

*NRC = NON RECURRING CHARGES – ONE TIME INSTALLATION COSTS

* **PRICING DOES NOT INCLUDE TAXES, SURCHARGES AND RECOVERY FEES** WHICH CAN BE FOUND AT <https://atronsolutions.com/crs/>

Note: All Internet Accounts Include the following Services at NO CHARGE.

- Gigabit Managed Router w/ 24x7x365 Proactive Monitoring
- Proactive Trouble Ticket Generation and Resolution
- Portal Access for Circuit Health, Statistics, Up/Down Status with Email notifications if requested
- White Glove ON SITE Professional Installation by Atron Technician for Test and Turnup of Managed Router after Carrier installation
- On Line Bill Center Portal for billing and ticketing in support of your account
- FULL (SLA) Service Level Agreement on All Broadband Services <https://atronsolutions.com/sla/>

CUSTOMER SIGNATURE:

CUSTOMER COMPANY NAME:

Waller County - Precinct 4AUTHORIZED REPRESENTATIVE
SIGNATURE:

PRINTED NAME:

DATE:

**SALES & SERVICE ORDER**

TERMS AND CONDITIONS: THIS SERVICE ORDER IS SUBJECT TO, GOVERNED BY, AND CONSTITUTES AN INTEGRAL PART OF THE MASTER SERVICES AGREEMENT TERMS & CONDITIONS ("AGREEMENT") WHICH CAN BE FOUND AT <https://atronsolutions.com/msa/> BY AND BETWEEN ATRON SOLUTIONS, LLC (SELLER) AND BUYER, AND EACH SERVICE ORDER SHALL, TOGETHER WITH THE AGREEMENT, BE DEEMED ONE, INTEGRATED AGREEMENT AND NOT AS SEPARATE SEVERABLE CONTRACTS. BY EXECUTING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT THEY HAVE READ AND AGREE TO BE BOUND BY SUCH TERMS & CONDITIONS. THIS SERVICE ORDER WILL NOT BE FULLY IMPLEMENTED UNTIL THE BUYERS CREDIT HAS BEEN APPROVED, AND ATRON'S DENIAL OF BUYERS CREDIT SHALL AUTOMATICALLY CANCEL THIS SERVICE ORDER. ALL SERVICES PROVIDED IN ACCORDANCE WITH THE PROCESS AND PROCEDURES SET FORTH IN ATRON'S ACCEPTABLE USE POLICY, WHICH MAY BE FOUND AT <https://atronsolutions.com/aup/>. IN ADDITION TO ATRON'S SERVICE LEVEL AGREEMENT (SLA), WHICH MAY BE FOUND AT <https://atronsolutions.com/sla/>. **PRICING DOES NOT INCLUDE TAXES, SURCHARGES AND RECOVERY FEES** WHICH CAN BE FOUND AT <https://atronsolutions.com/crs/>. Terms of the Master Service Agreement are incorporated by reference into the Service Order.



**SERVICE ORDER 771 FOR :
Waller County - Precinct 4**

WWW.ATRONSOLUTIONS.COM

SALES@ATRONSOLUTIONS.COM

800-757-1773 OPTION 1



CUSTOMER INFORMATION

Account Number 17549

Customer ID 17549

Waller County - Precinct 4
32225 US Highway 90 Bus
Brookshire TX, 77423
USA

CONTACTS

NAME	EMAIL	PHONE	MOBILE
Greg Henry	ghenry@xpernet.com	7138164353	

LOCATIONS

SERVICE ADDRESS:	Waller County - Precinct 4 32225 US Highway 90 Bus Brookshire TX 77423
-------------------------	--

SERVICES

ONE TIME CHARGES: Internet - 500MB/500MB DIA Fiber, TN: 500MB/500MB DIA Fiber				
DESCRIPTION	TERM LENGTH	QUANTITY	PRICE	SUBTOTAL
Installation NRC (4375)		1	\$ 350.00	\$ 350.00
				\$ 350.00

MONTHLY RECURRING CHARGES: Internet - 500MB/500MB DIA Fiber, TN: 500MB/500MB DIA Fiber				
DESCRIPTION	TERM LENGTH	QUANTITY	PRICE	SUBTOTAL
FiberConnect Internet Access 500MB/500MB (4772)	3 YEAR	1	\$ 550.00	\$ 550.00
5 Static IP's (4 Usable) (4727)	3 YEAR	1	\$ 35.00	\$ 35.00
Mikrotik RB750GR3 Managed Router 1GB 24x7x365 ProActive Monitoring Circuit Health & Trouble Ticket Generation and Resolution (4390)	3 YEAR	1	\$ 0.00	\$ 0.00
				\$ 585.00

SERVICES

ONE TIME CHARGES: TV - Commercial Basic Plus Pac, Service ID: 0

DESCRIPTION	TERM LENGTH	QUANTITY	PRICE	SUBTOTAL
Installation NRC - DirecTV (4660)		1	\$ 250.00	\$ 250.00
				\$ 250.00

MONTHLY RECURRING CHARGES: TV - Commercial Basic Plus Pac, Service ID: 0

DESCRIPTION	TERM LENGTH	QUANTITY	PRICE	SUBTOTAL
TV - HD Business (4093)	3 YEAR	1	\$ 110.00	\$ 110.00
Directv HD Business Add On Receiver - Recurring (4757)	3 YEAR	4	\$ 10.00	\$ 40.00
				\$ 150.00

SERVICES**ONE TIME CHARGES: Voice - 4 Fax Lines via HTTPS, Billing Telephone Number: 4 Fax Lines via HTTPS**

DESCRIPTION	TERM LENGTH	QUANTITY	PRICE	SUBTOTAL
Installation NRC - One Time Setup (Equipment and Programming - On Site Pro Install Included) (4375)		1	\$ 250.00	\$ 250.00
				\$ 250.00

MONTHLY RECURRING CHARGES: Voice - 4 Fax Lines via HTTPS, Billing Telephone Number: 4 Fax Lines via HTTPS

DESCRIPTION	TERM LENGTH	QUANTITY	PRICE	SUBTOTAL
HTTPS FAX - Analog Hand Off - 3000 pages inbound/outbound per month (.15 cents/page for overages) (4798)	3 YEAR	4	\$ 50.00	\$ 200.00
				\$ 200.00

TOTAL

Subtotal MRC:	\$ 935.00
Subtotal NRC:	\$ 850.00
Subtotal Charges:	\$1,785.00
Total:	\$1,785.00

*MRC = MONTHLY RECURRING CHARGES

*NRC = NON RECURRING CHARGES – ONE TIME INSTALLATION COSTS

* **PRICING DOES NOT INCLUDE TAXES, SURCHARGES AND RECOVERY FEES** WHICH CAN BE FOUND AT <https://atronsolutions.com/crs/>

Note: All Internet Accounts Include the following Services at NO CHARGE.

- Gigabit Managed Router w/ 24x7x365 Proactive Monitoring
- Proactive Trouble Ticket Generation and Resolution
- Portal Access for Circuit Health, Statistics, Up/Down Status with Email notifications if requested
- White Glove ON SITE Professional Installation by Atron Technician for Test and Turnup of Managed Router after Carrier installation
- On Line Bill Center Portal for billing and ticketing in support of your account
- FULL (SLA) Service Level Agreement on All Broadband Services <https://atronsolutions.com/sla/>

CUSTOMER SIGNATURE:

CUSTOMER COMPANY NAME:

Waller County - Precinct 4AUTHORIZED REPRESENTATIVE
SIGNATURE:

PRINTED NAME:

DATE:

**SALES & SERVICE ORDER**

TERMS AND CONDITIONS: THIS SERVICE ORDER IS SUBJECT TO, GOVERNED BY, AND CONSTITUTES AN INTEGRAL PART OF THE MASTER SERVICES AGREEMENT TERMS & CONDITIONS ("AGREEMENT") WHICH CAN BE FOUND AT <https://atronsolutions.com/msa/> BY AND BETWEEN ATRON SOLUTIONS, LLC (SELLER) AND BUYER, AND EACH SERVICE ORDER SHALL, TOGETHER WITH THE AGREEMENT, BE DEEMED ONE, INTEGRATED AGREEMENT AND NOT AS SEPARATE SEVERABLE CONTRACTS. BY EXECUTING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT THEY HAVE READ AND AGREE TO BE BOUND BY SUCH TERMS & CONDITIONS. THIS SERVICE ORDER WILL NOT BE FULLY IMPLEMENTED UNTIL THE BUYERS CREDIT HAS BEEN APPROVED, AND ATRON'S DENIAL OF BUYERS CREDIT SHALL AUTOMATICALLY CANCEL THIS SERVICE ORDER. ALL SERVICES PROVIDED IN ACCORDANCE WITH THE PROCESS AND PROCEDURES SET FORTH IN ATRON'S ACCEPTABLE USE POLICY, WHICH MAY BE FOUND AT <https://atronsolutions.com/aup/>. IN ADDITION TO ATRON'S SERVICE LEVEL AGREEMENT (SLA), WHICH MAY BE FOUND AT <https://atronsolutions.com/sla/>. **PRICING DOES NOT INCLUDE TAXES, SURCHARGES AND RECOVERY FEES** WHICH CAN BE FOUND AT <https://atronsolutions.com/crs/>. Terms of the Master Service Agreement are incorporated by reference into the Service Order.

THE
RANDLE
 LAW OFFICE LTD., L.L.P.

INVOICE

The Randle Law Office
 820 Gessner, Suite 1570
 Houston, TX - Texas 77024

Invoice #: 6429
 Date: 11-01-2024

Waller County

Matter Name: General

Services

Date	Staff	Description	Hours	Rate	Amount
10-02-24	DM	Viewed a portion of commissioners court meeting 10-02-2024.	0.70	400.00	\$0.00
10-07-24	JGR	Approve amendment.	0.30	400.00	\$120.00
10-07-24	DM	Worked on "termination for failure to begin development" clause for new Development agreement template. JGR approved. Added new provision to the template and forwarded to JGR and RP.	1.00	400.00	\$400.00
10-07-24	JGR	Work on template.	0.60	400.00	\$240.00
10-08-24	DM	Email from RP regarding new template. Worked on finalizing same.	0.50	400.00	\$200.00
10-08-24	MKY	Work on development agreement template formatting for DM.	0.40	175.00	\$70.00
10-09-24	DM	Emails to JGR regarding new development agreement template and LOI for long-term lease and purchase with AD Ranch.	0.30	400.00	\$120.00
10-09-24	JGR	Review and revise template paragraphs. Revise LOI for Drake.	0.90	400.00	\$360.00
10-14-24	DM	Worked on integrating JGR final comments to new development agreement template.	0.30	400.00	\$120.00
10-16-24	DM	Forwarded final version of new development agreement template to RP.	0.30	400.00	\$120.00
10-16-24	MKY	Worked on template agreement.	0.50	175.00	\$87.50

10-16-24	JGR	Work on final template for county.	0.60	400.00	\$240.00
10-16-24	JGR	Work on template. Receipt and review of email from Robert.	0.30	400.00	\$120.00
10-17-24	DM	Email to County Clerk for copies of executed development agreements.	0.30	400.00	\$120.00

Services Subtotal: \$2,317.50

Subtotal	\$2,317.50
Total	\$2,317.50
Payment	\$0.00
Balance Due	\$2,317.50

Detailed Statement Account Summary

Previous Balance:	\$16,957.80	
New Charges:	\$2,317.50	
Payments Applied:	\$16,957.80	
Payment Date	Invoice No	Amount
11-04-24	6278	\$15,757.80
11-04-24	6341	\$1,200.00
Total Amount Outstanding:	\$2,317.50	

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Debra Mergel	DM	0.70	400.00	\$0.00
Debra Mergel	DM	2.70	400.00	\$1,080.00
J. Grady Randle	JGR	2.70	400.00	\$1,080.00
Mary Kate Yniguez	MKY	0.90	175.00	\$157.50

To pay by credit card, please call our office at 281-657-2000
Firm Tax ID 20-3850938

THE
RANDLE
 LAW OFFICE LTD., L.L.P.

INVOICE

The Randle Law Office
 820 Gessner, Suite 1570
 Houston, TX - Texas 77024

Invoice #: 6430
 Date: 11-01-2024

Waller County

Matter Name: AD Ranch PSA and Lease

Services

Date	Staff	Description	Hours	Rate	Amount
10-11-24	DM	Received final approval from JGR for LOI; forwarded to RP.	0.30	400.00	\$120.00
10-14-24	DM	Email from/to RP regarding edits to LOI; finalized LOI and forwarded to RP.	0.50	400.00	\$200.00
10-28-24	JGR	Telephone conferences with client.	0.30	400.00	\$120.00
10-30-24	JGR	Make changes to LOI and forward to client. Receipt and review of email on LOI.	0.70	400.00	\$280.00

Services Subtotal: \$720.00

Subtotal	\$720.00
Total	\$720.00
Payment	\$0.00
Balance Due	\$720.00

Detailed Statement Account Summary

Previous Balance: \$1,400.00

New Charges: \$720.00

Payments Applied: \$1,400.00

Payment Date	Invoice No	Amount
11-04-24	6342	\$1,400.00

Total Amount Outstanding: \$720.00

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Debra Mergel	DM	0.80	400.00	\$320.00
J. Grady Randle	JGR	1.00	400.00	\$400.00

To pay by credit card, please call our office at 281-657-2000
Firm Tax ID 20-3850938

THE
RANDLE
LAW OFFICE LTD., L.L.P.

INVOICE

The Randle Law Office
820 Gessner, Suite 1570
Houston, TX - Texas 77024

Invoice #: 6431
Date: 11-01-2024

Waller County

Matter Name: Houston Airport System Park

Services

Date	Staff	Description	Hours	Rate	Amount
10-24-24	DM	T/C Chandley Hayes-Crawford with City of Houston attorney's office; email to Mayuri Bhakta, municipal affairs manager at HAS regarding status of the due diligence agreement. Email to RP regarding same.	0.50	400.00	\$200.00

Services Subtotal: \$200.00

Subtotal	\$200.00
Total	\$200.00
Payment	\$0.00
Balance Due	\$200.00

Detailed Statement Account Summary

Previous Balance:	\$240.00	
New Charges:	\$200.00	
Payments Applied:	\$240.00	
Payment Date	Invoice No	Amount
11-04-24	6350	\$240.00
Total Amount Outstanding:	\$200.00	

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Debra Mergel	DM	0.50	400.00	\$200.00

To pay by credit card, please call our office at 281-657-2000
Firm Tax ID 20-3850938

THE
RANDLE
 LAW OFFICE LTD., L.L.P.

INVOICE

The Randle Law Office
 820 Gessner, Suite 1570
 Houston, TX - Texas 77024

Invoice #: 6432
 Date: 11-01-2024

Waller County

Matter Name: Matthews Park

Services

Date	Staff	Description	Hours	Rate	Amount
10-02-24	DM	T/C to David Armstrong regarding status of park donation. Update email to RP & JGR.	0.30	400.00	\$120.00

Services Subtotal: \$120.00

Subtotal	\$120.00
Total	\$120.00
Payment	\$0.00
Balance Due	\$120.00

Detailed Statement Account Summary

Previous Balance:	\$120.00	
New Charges:	\$120.00	
Payments Applied:	\$120.00	
Payment Date	Invoice No	Amount
11-04-24	6344	\$120.00
Total Amount Outstanding:	\$120.00	

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Debra Mergel	DM	0.30	400.00	\$120.00

To pay by credit card, please call our office at 281-657-2000
Firm Tax ID 20-3850938

THE
RANDLE
 LAW OFFICE LTD., L.L.P.

INVOICE

The Randle Law Office
 820 Gessner, Suite 1570
 Houston, TX - Texas 77024

Invoice #: 6433
 Date: 11-01-2024

Waller County

Matter Name: Sunset Grove Development Agreement

Services

Date	Staff	Description	Hours	Rate	Amount
10-03-24	DM	Legal research regarding 3rd-party review of plat; email to RP, KJ, RMc, TD, JGR.	2.00	400.00	\$800.00
10-15-24	DM	Reviewed email from Andrew Lange, BGE.	0.20	400.00	\$80.00

Services Subtotal: \$880.00

Expenses

10-03-24	SS	Attorney Research - Westlaw	1.00	117.83	\$117.83
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Expenses Subtotal: \$117.83

Subtotal	\$997.83
Total	\$997.83
Payment	\$0.00
Balance Due	\$997.83

Detailed Statement Account Summary

Previous Balance: \$2,040.84

New Charges: \$997.83

Payments Applied: \$2,040.84

Payment Date	Invoice No	Amount
11-04-24)	6347	\$2,040.84)

Total Amount Outstanding: \$997.83

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Debra Mergel	DM	2.20	400.00	\$880.00

To pay by credit card, please call our office at 281-657-2000
Firm Tax ID 20-3850938

Proposed Changes to the Waller County Community Center (WCCC) Rules and Regulations, Rental Agreement, and Rental Application by the Waller County Judge's Office with assistance by the Waller County District Attorney's Office:

Changes to Rules and Regulations:

- Renting Procedure:
 - The Judge's Office will accept cashier's checks made out to Waller County.
 - Waller County "use" of the WCCC is defined as a reservation of the WCCC by an elected official or department head for the primary benefit of Waller County and/or its employees during regular business hours. Waller County "use" requires a Rental Application to the Judge's Office but does not require the payment of rental fees or a security deposit.
 - Groups claiming tax exempt status will be required to submit documentation showing 501(c)(3) status.
- Damages/ Early Closures:
 - A violation of the ratio of at least one adult for every ten children at an event may result in closure of the Event without refund.
 - Renter may not allow any of Renter's guests to violate applicable rules and regulations and is responsible for damages to the WCCC by Renter's guests.
 - Renter's "guests" are defined for clarity as all persons or entities at the WCCC premises by reason of the Renter.
 - If the Waller County Commissioner's Court waives a security deposit for a renter, Waller County expressly reserves the right to bill Renter for any damage or loss suffered from Renter's use of the WCCC.
 - The amount and type of insurance coverage required for Renter does not limit the scope of Renter's agreement to indemnify the County against losses suffered to the WCCC by Renter or Renter's guests. (Indemnification language itself is unchanged).
 - Personal items left behind at the WCCC after the conclusion of a rental term are deemed abandoned and forfeited to the County.
- Food/ Alcohol:
 - Frying is not allowed in the WCCC. Any damage caused by cooking equipment will be assessed against the Renter.
 - Renters are responsible for cleaning any spilled liquids and are responsible for providing cleaning materials necessary to restore the WCCC to its pre-rental condition.
 - Renter must submit the necessary certifications for food handlers and caterers to the County Judge's Office.
 - Alcohol in any container is not allowed.
 - Any alcohol brought to the WCCC, even if not yet consumed, may result in early closure of the Event without refund.
- Smoking/ Prohibited Activities:

- “Smokeless” e-cigarettes and any form of vaping is not allowed in the WCCC at any time. The Renter will be liable for any damages caused by smoking at the Event.
- No vehicle may be driven over or across the curbs, sidewalks, grass, or lawn of the WCCC.
- No animals are allowed on WCCC premises except for vested service dogs as defined by the Americans with Disabilities Act.
- Any activity causing unreasonable odors, smoke, dust, gas, or vibrations to emanate from the WCCC or that would constitute a nuisance to the surrounding community is prohibited.
- Balloons must be tethered to prevent interference with the smoke alarms, air circulation systems, or cameras.
- Confetti (including confetti eggs), rice, water balloons, aerosol string, and piñatas are prohibited.
- Any use of glitter will result in immediate forfeiture of Renter’s security deposit and additional cleaning fees will be assessed.

Changes to Rental Agreement:

- Groups claiming tax exempt status will be required to submit documentation showing 501(c)(3) status.
- Renter may not allow any of Renter’s guests to violate applicable rules and regulations and is responsible for damages to the WCCC by Renter or Renter’s guests.
- Renter’s “guests” are defined for clarity as all persons or entities at the WCCC premises by reason of the Renter.
- Rental “Time” is changed to Rental “Term” for consistency throughout WCCC Agreements.
- “Smokeless” e-cigarettes and any form of vaping is not allowed in the WCCC at any time.
- Use of confetti (including confetti eggs), rice, water balloons, aerosol string, and/or piñatas may result in the forfeiture of any security deposit.
- Renters must initial that they understand that the WCCC building capacity is 250 persons.
- Renters must initial the indemnification language present in the Rules and Regulations.
- The Rental Agreement is final and is not superseded by any unilateral correspondence Renter may have had with County officials.

Changes to Rental Application:

- The Judge’s Office will accept cashier’s checks made out to Waller County.
- “Special Room Layout” is changed to “Additional Tables/ Chairs Requested” for clarity.

RULES AND REGULATIONS

WALLER COUNTY COMMUNITY CENTER

The Waller County Community Center (“WCCC”) is dedicated to quality service and making your next event a memorable and successful one.

The Waller County Commissioner’s Court has adopted the following Rental Rules and Regulations concerning the rental of the WCCC facilities to a member of the public, group, or organization (the “Renter”) for an “Event” as described in the Rental Application. These Rules and Regulations are incorporated by reference into all contracts and agreements between Waller County and the Renter.

Waller County does not discriminate on the basis of race, color, religion, gender, age, sexual orientation, marital status, disability, national origin, or other status. Allowing any individual or group to use the WCCC does not imply endorsement of the individual’s or group’s view or ideology by Waller County.

HOW TO SCHEDULE AN EVENT

Waller County recommends that reservations are made at least two weeks prior to the date of the Event. For detailed facility rental information, a prospective Renter should contact the Waller County Judge’s Office at (979) 826-7700. The Waller County Judge’s Office reserves the right to deny requests that conflict with existing bookings or violate County policies.

RULES AND REGULATIONS

The following Rules and Regulations have been adopted by the Waller County Commissioner’s Court to ensure a safe, positive, and healthy environment at the WCCC. Additional rules, regulations, and policies may be added from time to time as circumstances warrant.

RESERVATIONS AND SCHEDULING

To reserve facilities of the WCCC, the Renter must submit a WCCC Rental Application (the “Application”) which may be obtained at the Waller County Judge’s Office or online at <http://co.waller.tx.us/page/CommunityCenter>. Applications will be accepted during regular business hours only. Renters are not allowed to rent WCCC facilities on a continuous basis (i.e. daily, weekly, or monthly) without Waller County Commissioner’s Court’s written consent. The Commissioner’s Court reserves the right to restrict the number of dates an individual or group may reserve. This is to ensure that one group does not dominate use of a particular space and/or schedule. Reservations will not be accepted more than six months in advance. A reservation will only be complete when proof of payment and a completed Rental Application are turned in to the County Judge’s Office. The applicant will deposit the money (CASH, CASHIER’S CHECK, OR MONEY ORDER ONLY) with the Treasurer’s Office and then take the receipt to the Judge’s Office to show proof of payment. Cashier’s checks and money orders should be made out to Waller

County. No dates will be reserved over the phone or without completed materials being turned in to the Judge's Office.

Waller County and its subdivisions shall have first priority to use, and second priority shall be given to all governmental uses and municipalities for their events and activities. Waller County "use" means a reservation by a Waller County department head or elected official of the WCCC for the primary benefit of Waller County and/or its employees during regular business hours. Any reservation of the WCCC for Waller County use will require a Rental Application to be turned into the County Judge's Office for planning and logistics purposes, but will not require the payment of associated Rental Fees or Security Deposit. Waller County elected officials or department heads must state the purpose of the event in the "Type of Event" section of the Rental Application. The priority for all other uses shall be determined on a first-come, first-serve basis, following the needs of Waller County, governmental entities, and municipalities. After an Application has been approved, the Renter must enter into a written WCCC Rental Agreement (the "Rental Agreement") with Waller County and pay all applicable fees and security deposits in the timeframe required by the Rental Agreement and these Rules.

The minimum age to rent the WCCC facilities is twenty-one (21) years of age. Youth groups (groups with children under the age of 18) shall be chaperoned on a ratio of at least one adult for every ten (10) or fewer children under the age of 18. The number of minors attending shall be stated in the Rental Application. Violation of this ratio during an Event may result in early closure of the Event without refund.

No Commissioner or County official may waive any requirements set forth herein. All alterations to the contract must be submitted to, and voted upon by, Waller County Commissioners Court.

RENTAL FEES

Renter agrees to pay Waller County Rental Fees for the use of the WCCC facilities as set forth in the Rental Agreement executed between the Renter and Waller County. Full payment of Rental Fees is due in accordance with the terms of the Rental Agreement. Failure to pay Rental Fees and Security Deposits when due under the Rental Agreement will result in the loss of the reservation. Renter must adhere to hours and Rental Term set forth in the Rental Agreement. The Rental Term includes the time necessary for set up and take down/clean up.

CANCELLATIONS/REFUNDS

No refunds will be issued for cancellation by the Renter made less than 72 hours before the start of the Rental Term. If the Renter cancels a reservation 72 hours or more before the start of the Rental Term, a refund of the Rental Fees (if any) and Security Deposit will be issued, less an administration fee equal to 15% of the Security Deposit. All cancellations must be submitted in writing to the County Judge's Office. Waller County reserves the right to cancel an Event for the reasons set forth in the Rental Agreement. If Waller County cancels an Event the Renter may be entitled to a full refund of any Rental Fee paid and any Security Deposit made

RENTER GROUP RESPONSIBILITIES

- Groups claiming non-profit status will be required to submit Texas documentation giving non-profit status. Groups claiming tax-exempt status will be required to submit Texas documentation showing tax exemption under Internal Revenue Code Section 501(c)(3).
- Renter may only use the space as identified and approved on Renter's Rental Application.
- The Renter may not sublet the WCCC facility, nor may the Rental Application or Rental Agreement be transferred. Any attempt to sublet, transfer, or otherwise assign the Renter's interest in using the WCCC is void.
- Renter may not offer services already provided by Waller County, unless specifically approved by the Waller County Commissioner's Court.
- Neither Renter nor Renter's Guests may charge a parking or entrance fee at the WCCC, unless specifically preapproved by the Waller County Commissioner's Court. "Renter's Guests" means all persons or entities at the WCCC premises by reason of the Renter, including but not limited to Renter's guests, invitees, participants, players, coaches, members, spectators, agents, volunteers, vendors, contractors, employees, representatives or servants.
- The Renter must comply with all applicable federal, State, and local laws, ordinances, rules, and regulations, as well as the WCCC Rules and Regulations contained herein.
- Waller County has the right to immediately terminate use of the WCCC during any Event if the Renter violates or allows Renter's Guests to violate any applicable federal, state, or local law, ordinance, rule, or regulation, or the WCCC Rules and Regulations contained herein. All Rental Fees and Security Deposits shall be forfeited when an Event is terminated for this reason.

KEYPAD

Renter will be given a code for the keypads at the WCCC that will allow them to enter the building during their Rental Term and arm/disarm the security system.

SECURITY DEPOSIT

A Security Deposit of \$100.00 (one hundred dollars) may be required under the Rental Agreement, as determined by the Waller County Commissioner's Court. If a Security Deposit is required, the Security Deposit will be held until after the end of the Rental Term and returned to the Renter within 21 days after the end of the Rental Term. The County may withhold a portion or all of the Security Deposit to cover the cost of clean-up, repairs, replacement, or other damages. Any violation of the Rental Agreement or WCCC Rules and Regulations may result in partial or complete forfeiture of the Security Deposit. The amount of the Security Deposit does not limit the liability of the Renter for any damage or loss suffered by the County. Waller County expressly reserves the right to bill any Renter for damage or loss suffered by Waller County in connection

with Renter's WCCC rental if Waller County Commissioner's Court waives said Renter's Security Deposit.

LIABILITY INSURANCE

The County, in its discretion, may require the Renter to obtain liability insurance for the Event. If liability insurance is required, the following requirements apply:

- \$1,000,000 minimum coverage
- Insurance shall cover liability for injury, death, and property damage, including coverage for alcoholic related claims.
- The insurance policy must be issued by an insurance company licensed to do business in Texas and acceptable to the Waller County Commissioner's Court.
- Waller County must be named as an "Additional Insured" on the policy.
- At least fourteen (14) days prior to the start of the Rental Term, the Renter must give to the County a certificate of insurance showing the required coverage.

PERSONAL PROPERTY

Waller County shall not be liable or responsible for any damage to or loss of personal property belonging to the Renter or Renter's Guests.

The Renter shall indemnify, defend, and hold harmless Waller County for any losses, claims, damages, liabilities, costs and expenses (including legal fees) suffered by the Renter or Renter's Guests in connection with Renter's WCCC rental. The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnity in this section.

DECORATIONS AND ROOM ALTERATIONS

The Renter shall not make any alterations to the WCCC facilities without the written consent of the County. Alterations include, but are not limited to, any items that are hung, glued, taped, or in any other way affixed to the walls, ceiling, floor, windows, or light fixtures of the WCCC. Renter should, under no circumstances, use any sort of adhesive to adhere any items to the wall, ceiling, floor, windows, or light fixtures of the WCCC. A decoration and installation plan must be pre-approved in writing. Any decoration or set-up time must be included in the Rental Term. Tables, chairs, dance floor, staging, and other items of personal property shall not be stored at the WCCC, shall be brought in only during the Rental Term, and must be removed from the facility at the end of the Rental Term. Renter must supply his/her/its/their own labor and supplies when decorating. The Renter is responsible for leaving the WCCC facilities in as good or better condition than found. Items of personal property left by the Renter at the end of the Rental Term shall be deemed abandoned and Waller County may remove, store, dispose, or otherwise deal with such abandoned goods to the satisfaction of Waller County.

FOOD/BEVERAGE POLICY

Renters may provide their own food and non-alcoholic beverages or utilize a professional caterer. The WCCC kitchen is not stocked with food preparation supplies or utensils, but you may, however, prepare food on site. Under no circumstances is frying allowed as part of food preparation. Renters are specifically advised to double check that any cooking equipment is turned OFF before the end of the Rental Term. Any damage caused by cooking equipment left on will be assessed to the Renter. Renters are responsible for bringing all supplies and cleaning up after an Event. All food product and waste must be removed off-site following the termination of the Rental Term. Renter will be charged for failing to clean up before the end of their Rental Term.

- All beverages served or consumed on the WCCC premises must be from non-glass containers.
- All table linens must be removed and any liquids on tables must be wiped.
- All WCCC equipment must be cleaned and placed in storage room. Renter is responsible for providing any cleaning materials needed to comply with these Rules and Regulations.
- Renter shall submit the necessary state certifications and, if applicable, County health certifications for professional food handlers to the County Judge's Office.

ALCOHOL

- NO ALCOHOL IS ALLOWED AT THE COMMUNITY CENTER. This includes but is not limited to alcohol in glass bottles, cans, plastic cups, or personal containers.
- Alcohol may not be brought to or consumed in restrooms, parking lots, or any other facility of the WCCC. Alcohol brought to WCCC facilities, although not consumed, constitutes a violation of the Rules and Regulations. Consumption of alcohol by Renter or Renter's Guests during an Event will result in forfeiture of the Security Deposit and possibly early closure of the Event without refund.
- "Bring Your Own Bottle (B.Y.O.B.)" functions are strictly prohibited.

ENTERTAINMENT

- All hired entertainment must be pre-approved in writing by Waller County Commissioner's Court. Entertainment at the WCCC must be legal and cannot be obscene. Gambling, nudity, and profanity are strictly prohibited.
- Music and any amplified sound must be set at a volume that cannot be heard outside of the WCCC premises. Waller County shall promptly resolve any complaints of noise to the satisfaction of Waller County.

DAMAGES, ACCIDENTS, OR INJURIES

- Any accident or injury occurring on WCCC premises, and any damage to the WCCC property or premises, must be immediately reported to the Waller County Judge's Office.

- Renters shall be liable for all damage to the WCCC facilities and/or WCCC property resulting from Renter's or Renter's Guest's use of the WCCC. Damages to the WCCC facilities and/or WCCC property will result in additional charges and partial or full retention of the Security Deposit. If the Security Deposit is not enough to cover damages charges, the Renter will be billed the excess amount and payment is due immediately.

SMOKING

- Smoking in the WCCC is prohibited at all times. This includes smoking cigarettes, cigars, pipes, e-cigarettes and any other smoking device even if such device is marketed as "smokeless." The Renter is responsible for all damage caused by smoking including, but not limited to, stains, burns, odors, and removal of debris.

ACCESS AND HOURS OF OPERATION

- All Events must be limited to the specific Rental Term set forth in the Rental Agreement.
- The Renter shall permit Waller County officials and other designated agents to have access and to enter the WCCC facilities at any time during the Event.
- Only the area or facilities designated in the WCCC Rental Application and/or Rental Agreement may be used by the Renter or Renter's Guests. All other areas in the WCCC are off limits.
- All parking at the WCCC is free for Renters and Renter's Guests for the duration of the Rental Term.
- Use of the WCCC facilities by Renter or Renter's Guests outside of the contracted Rental Term, including for purposes of clean up, will result in additional charges and a partial or full retention of the Security Deposit.

PROHIBITED ACTIVITIES AND ITEMS

The following list of activities is not intended to be an exhaustive list. Waller County retains the right to enforce the prohibition of any other activities or items prohibited by law. Waller County reserves the right, but not the duty, to eject any persons or animals not in compliance with the Rules and Regulations and Renter waives any claims for damages against Waller County or any of its officers, agents, or employees resulting from the exercise of this authority.

- Confetti (including confetti eggs), rice, water balloons, aerosol string, and piñatas are strictly prohibited throughout the WCCC facilities.
- Commercial solicitation and transactions are prohibited.
- ANY USE OF GLITTER WILL RESULT IN IMMEDIATE FORFEITURE OF RENTER'S SECURITY DEPOSIT AND ADDITIONAL CLEANING FEES WILL BE ASSESSED.
- Firearms are prohibited except as authorized by law.
- No animals are allowed on the WCCC premises except for vested service dogs as defined by the Americans with Disabilities Act.
- No vehicle shall be driven over or across the curbs, sidewalks, grass, or lawn of the WCCC. Vehicles shall be parked in the designated parking lot, or other lawful areas.
- Campfires, open burning, and candles of any kind are prohibited.

- Fireworks, sparklers, explosives or other hazardous materials are strictly prohibited and may result in early termination of the Event.
- Any activity causing unreasonable odors, smoke, dust, gas, or vibrations to emanate from the WCCC or that would constitute a nuisance to the surrounding community is prohibited.
- Balloons must be tethered to prevent interference with the smoke alarms, air circulation systems, or cameras.
- DO NOT PROP THE EXTERIOR DOORS OPEN. THIS MAY CAUSES DAMAGE TO DOOR HINGES.

COMMON AREAS/OVERALL BUILDING POLICIES

- Every Renter group must be under complete adult supervision at all times during the Rental Term. The Renter shall assume full responsibility for the conduct of all Renter's Guests.
- Renter shall be responsible for ensuring that all of Renter's Guests comply with all applicable laws, ordinances, rules, regulations, polices, and procedures, including but not limited to the WCCC Rental Rules and Regulations set forth herein.
- Children must be kept under direct supervision at all times during the Rental Term and kept confined to the rented facilities. Neither the WCCC nor Waller County will assume responsibility for under-supervised children.
- Renter shall be liable for all cost of additional cleaning required as a result of Renter's use of the WCCC.
- All Events shall be operated and supervised to the satisfaction of Waller County. If deemed necessary because of the type of Event or number of people in attendance, Waller County reserves the right to assign a room attendant and/or licensed police officer to supervise the Event, and the **payment of attendant and/or peace officer shall be paid by the Renter.**
- Renter is responsible for cleaning up after their Event. Trash must be bagged and put in the dumpster enclosure outside of the WCCC. Clean up must be during rental hours.
- Violation of law and/or the WCCC Rules and Regulations contained herein shall be grounds for immediate termination of the Event and ejection of the Renter and Renter's guest and invitees. In such case, no refund will be provided and Renter's Security Deposit will be forfeited as liquidated damages. A violation of the law and/or WCCC Rules and Regulations shall be determined by WCCC staff and/or peace officer present or through investigation. Said determinations shall be at the sole discretion of Waller County. Neither Waller County nor any of its officers, officials, agents, representatives, servants, contractors, or employees shall be liable to Renter for any injuries, losses, or damages that may be sustained by the Renter or its guest or invitees as a result of Waller County's exercise of its rights to terminate an Event or eject a Renter or Renter's Guests.
- Violations of these Rules and Regulations may result in denial of future use of the WCCC. Denial of use does not exempt violators from possible prosecution under applicable local, state, or federal law, ordinance, or regulation.
- Waller County and its employees, agents, officers, representatives, servants, or assigns shall not be responsible for items damaged, lost, stolen, left on site, or left in vehicles on the WCCC premises.
- Under no circumstances shall the total number of persons at an Event exceed the maximum capacity of 250 people / persons inside of the WCCC. This maximum occupancy is determined by the Waller County Fire Marshal's Office for the safety of all WCCC

inhabitants. 250 persons inside of the WCCC includes all rooms, areas, or facilities inside of the WCCC building which are the subject of the Rental Agreement.

RENTAL AGREEMENT

WALLER COUNTY COMMUNITY CENTER

This Agreement made between **WALLER COUNTY**, hereinafter referred to as “**OWNER**,” and, _____, hereinafter referred to as “**RENTER**.”

This Agreement includes and incorporates the conditions of RENTAL AGREEMENTS attached or on file at the Waller County Judge’s Office, and all applicable Waller County Rules and Regulations, and federal, State, and local laws.

Rental Categories

1. Renters:

Renters are identified as individuals, for profit and non-profit organizations, and governmental entities who hold a function and require use of the Waller County Community Center Facility (the “WCCC” or “the Community Center”). **A cleaning/damage deposit of \$100.00 is required unless otherwise designated by the Waller County Commissioner’s Court.**

2. Non-Profit Events:

Non-profit is defined as any religious, charitable, social, educational, or civic group which does not distribute profits or dividends to the members thereof, and where profit is not its primary objective. **A deposit may be waived for Non-profit events if designated by the Waller County Commissioner’s Court. Non-profits must provide the County Judge’s Office with proof of non-profit status. Non-profits claiming tax exemption must provide documentation certifying their status under Internal Revenue Code Section 501(c)(3).**

3. Determination of Use:

The Waller County Commissioner’s Court or its designee shall make a determination of allowable use for all renter types and will resolve questions regarding rental fees. If the renter disagrees with the decision rendered, the applicant may appeal the decision to the Waller County Commissioner’s Court.

The Renter agrees to pay \$_____ for rental of the Community Center (“Rental Fees”). The Renter agrees to pay an additional One Hundred Dollars (\$100.00) for a cleaning/damage deposit (“Security Deposit”). Rental Fees and Security Deposit must be paid to finalize a reservation. The amount of \$100.00 is refundable subject to the terms

of this Agreement. If cleaning and/or damage repair exceeds the deposit of One Hundred Dollars (\$100.00), the Renter agrees to accept full responsibility and liability for the additional amount.

Charges and Terms

The Waller County Community Center Rules and Regulations are incorporated by reference into this Rental Agreement. A copy of the Rules and Regulations may be obtained from the Waller County Judge's Office or online.

The Renter agrees to abide by the terms of this Rental Agreement and the Rules and Regulations. If the Renter violates or allows Renter's Guests to violate the terms or conditions of this Rental Agreement, or any of the Rules and Regulations, the Owner may unilaterally terminate the contract. "Renter's Guests" means all persons or entities at the WCCC premises by reason of the Renter, including but not limited to Renter's guests, invitees, participants, members, spectators, agents, volunteers, vendors, contractors, employees, representatives or servants.

Definition

Full Day Rental	8:00 A.M. – 12:00 Midnight
Morning Rental	8:00 A.M. – 12:00 Noon
Afternoon Rental	1:00 P.M. – 5:00 P.M.
Evening Rental	6:00 P.M. – 10:00 P.M.

COMMUNITY CENTER RENTAL CHARGE

STANDARD FEES:

Security Deposit	\$100.00
Full Day Rental	\$300.00
Morning, Afternoon, or Evening Rental	\$100.00

NON-PROFIT FEES FOR MONDAY THROUGH THURSDAY RENTALS:

Security Deposit	\$100.00
Full Day Rental	\$150.00
Morning, Afternoon, or Evening Rental	\$25.00

Rental Dates: _____

Rental Term: _____ **Anticipated Attendance:** _____

Non-Profit Organization: _____ **No** _____ **Yes**

Name of Event: _____

Insurance:

_____ **Ph#** _____

Policy# _____

Conditions of Rental Agreement:

- A. A walk through must be performed at the beginning of your rental time. You must document any damages and email CommunityCenter@wallercounty.us with pictures and details within 20 minutes of your arrival. You will be given a code that will allow you in and out of the building during your rental time.

_____ **(Initial)**

- B. Permission and scheduling for the use of the Community Center and the use of County equipment shall be issued through the Waller County Judge's Office.

_____ **(Initial)**

- C. A written agreement for the use of the Community Center shall be granted only upon written request by a duly authorized representative of the organization seeking the use of the facility. Renter accepts responsibility for the actions of its representative(s) related to this Rental Agreement.

_____ **(Initial)**

- D. All persons must leave the Owner's premises at the conclusion of the rental.

_____ **(Initial)**

- E. Permission for the use of the facilities may be revoked when there has been violation(s) of any of these conditions or any other regulations.

_____ **(Initial)**

- F. All Renters will be billed and/or charged for any additional cost associated with unreasonable wear or breakage to Owner's property, and/or custodial cost required due to leaving the facility in an unclean or damaged condition.

_____ **(Initial)**

- G. Renter is responsible for ensuring that minors using the Community Center are supervised by an adequate number of adult sponsors to assure proper care and use of Owner's property.

_____(Initial)

- H. **Smoking is not allowed inside any part of the Community Center. This includes "smokeless" devices such as e-cigarettes.**

_____(Initial)

- I. **Alcohol is not allowed at the Community Center.**

_____(Initial)

- J. A cancellation of the Event and/or a request for a refund must be made submitted in writing to the Waller County Judge's Office. Determinations on such requests will be made at the Owner's sole discretion.

_____(Initial)

- K. **Renter may not, for any reason, place nails, tacks, holes, tape or adhesive of any kind, or any other form of attachment to the walls, ceiling, floors, or other surfaces in the building.**

_____(Initial)

- L. **No glitter, rice, confetti (including confetti eggs), water balloons, aerosol string, or piñatas may be used in decorations or activities at the Community Center. Failure to comply will result in the loss of any Security Deposit, and additional charges for damage may apply.**

_____(Initial)

- M. No bounce houses, trampolines, or similar items are allowed.

_____(Initial)

- N. No barbeque pits are allowed.

_____(Initial)

- O. **DO NOT PROP EXTERIOR DOORS OPEN. THIS MAY CAUSE DAMAGE TO THE DOOR HINGES.**

_____(Initial)

- P. Renter may not sublet, assign, or transfer this Agreement, without permission of the Owner, and in no event may derive any profit off the subletting, assignment, or transferring to others. Any attempt to transfer Renter's interest in the WCCC is void.

_____(Initial)

- Q. Votive candles or candles of any type may not be used on Community Center premises unless prior permission is given by the Owner.

_____(Initial)

- R. Renter may not charge admission to the parking lot, building, or lawn.

_____(Initial)

- S. Owner is not responsible for any damage to or loss of Renter's property.

_____(Initial)

- T. Owner's liability for all claims related to the use of the Community Center is limited to the amount of the rental fee actually paid.

_____(Initial)

- U. Renter is responsible for cleaning up at the end of their rental. Renter is responsible for taking the trash **outside to the dumpster** area at the end of their rental.

_____(Initial)

- V. Renter understands that no Commissioner or County official may waive any requirement in this Agreement or the Rules and Regulations. Waivers or exceptions must be voted on by Commissioners' Court.

_____(Initial)

- W. Renter understands that there are security cameras in use inside and outside the Community Center to ensure the security of the WCCC and its inhabitants.

_____(Initial)

- X. Renter agrees to indemnify, defend, and hold harmless Owner for any losses, claims, damages, liabilities, costs, and expenses (including legal fees) suffered by the Renter or Renter's Guests in connection with Renter's WCCC rental.**

_____ **(Initial)**

- Y. Renter understands that the building capacity of the WCCC is limited to 250 persons. Under no circumstances will Renter allow more than 250 persons inside of the WCCC at one time.

_____ **(Initial)**

This Rental Agreement, together with the Waller County Community Center Rules and Regulations incorporated herein by reference, constitutes the entire agreement of the Renter and Owner with respect to the subject matter hereof, supersedes and replaces all oral and written statements, conversations, and correspondence, and is intended by the Renter and Owner to be the final expression of their agreement on the terms and conditions set forth herein. Any correspondence by a County Official unilaterally purporting to supersede the terms of this agreement is void.

MY SIGNATURE VERIFIES THAT I HAVE FULLY READ THIS RENTAL AGREEMENT AS WELL AS THE CONDITIONS OF RENTAL AGREEMENT, AND I AGREE TO AND DO ACCEPT FULL RESPONSIBILITY TO ABIDE BY THESE CONDITIONS AS WELL AS ALL OTHER APPLICABLE LAWS AND REGULATIONS. I AGREE TO ACCEPT FULL LIABILITY FOR DAMAGES, OTHER THAN THOSE CAUSED BY NATURAL DISASTERS OR ACTS OF GOD, CAUSED TO THE COMMUNITY CENTER DURING MY RENTAL.

Print Name _____

Mailing Address _____

City, State, Zip _____

Work Phone _____

Home Phone _____

Cell Phone _____

Renter's Signature: _____ Date _____

Owner's Signature: _____ Date _____

FOR OFFICE USE ONLY

If Non-Profit, Letter of Determination Received _____ Yes _____ No

Total Amount Charged \$ _____

Deposit Received \$ _____ Date _____ Receipt # _____

Amount of Deposit Returned \$ _____ Date Deposit Returned _____

Deposit Returned To: _____ Date _____

Initials _____

RENTAL APPLICATION**WALLER COUNTY COMMUNITY CENTER**

Rental Date(s): _____

Renter Information:

Contact Person: _____

Phone Number(s): Home _____ Cell _____

Address: _____ City: _____

State: _____ Zip Code: _____

Email: _____ Organization: _____

Type of Event: _____

Adults Attending _____ # Minors Attending _____

Rental Times:

Arrival/Set- up _____ Event Start _____ Event End _____

***** All set-up and clean-up must be within rental time *****

Additional Tables/Chairs Requested ____yes ____ no

Renter Providing Food at Event ____ yes ____ no

Reservations: Rental fees and a security deposit must be paid in full and a signed “Rental Agreement” must be submitted to secure a reservation. **ONLY CASH, MONEY ORDERS, AND CASHIER’S CHECKS MADE OUT TO WALLER COUNTY WILL BE ACCEPTED.**

OFFICE USE ONLY:

Date Request Received _____ Received by _____

Payment Amount _____ Payment Date _____

Payment Received by _____

ORDER NO. _____

*AN ORDER OF THE COUNTY COMMISSIONERS COURT (COURT) OF THE COUNTY OF
WALLER, TEXAS, REVISING THE WALLER COUNTY COMMUNITY CENTER RULES AND
REGULATIONS, RENTAL APPLICATION, AND RENTAL AGREEMENT*

WHEREAS, the Commissioners Court of the County of Waller, Texas (County) desires to revise the Waller County Community Center Rules and Regulations, Rental Application, and Rental Agreement.

WHEREAS, the Court seeks to improve efficiency and transparency of requirements for the rental of the Waller County Community Center; and

WHEREAS, the Court finds that such revisions will facilitate the efficiency and transparency of renting the Waller County Community Center to the benefit of the County.

NOW, THEREFORE, BE IT ORDERED BY THE WALLER COUNTY COMMISSIONERS COURT THAT:

1. **Approval of Recitals as Finding of Fact.** The foregoing recitals, having been found by the Commissioners Court to be true and correct, are hereby incorporated into this Order as findings of fact.
2. **Order of Revision.** The Waller County Community Center Rules and Regulations, Rental Application, and Rental Agreement are hereby revised.

BE IT SO ORDERED.

Passed and Approved this _____ day of _____, 2024.

WALLER COUNTY COMMISSIONERS COURT

County Judge

Commissioner Precinct 1

Commissioner Precinct 2

Commissioner Precinct 3

Commissioner Precinct 4

Attest: County Clerk



Waller County Community Center Rules and Regulations for Elected Officials: Reserving the Community Center

Purpose

To establish clear guidelines for the reservation process to ensure fair and effective use of the Waller County Community Center by elected officials.

Reservation Guidelines

1. Eligibility
 - Reservations are available to elected officials representing Waller County for official meetings, community engagement events, and public forums.
2. Advance Reservations
 - Reservations must be submitted at least two weeks in advance.
 - Requests made less than two weeks prior may be considered based on availability.
3. Reservation Request Process
 - Complete the official reservation form available on the county website.
 - Include the purpose of the event, expected attendance, and any special requirements (e.g., equipment, setup).
4. Approval
 - Reservations will be confirmed via email within five business days.
 - The County Judge office reserves the right to deny requests that conflict with existing bookings or violate policies.
5. Fees
 - No rental fees will be charged for official government functions.
 - Additional fees may apply for special equipment or services requested.
6. Cancellation Policy
 - Cancellations must be made at least 48 hours in advance to avoid penalties.
 - Repeated cancellations may impact future reservation privileges.
7. Facility Usage Regulations
 - Elected officials must adhere to the general rules of conduct and facility use during their event.
 - Ensure that all events are non-partisan and accessible to the public.
8. Setup and Cleanup
 - Setup time should be included in the reservation request.
 - Officials are responsible for leaving the space clean and restoring it to its original condition.
9. Safety and Security
 - Officials must ensure compliance with all safety regulations and may need to coordinate with security personnel for larger events.
10. Contact Information

- For questions or assistance, contact the Waller County Community Center Management at [phone number] or [email address].

Enforcement

- Non-compliance with these reservation guidelines may result in future reservation restrictions.
- County Judge office will address any issues related to reservations as they arise.

By adhering to these rules, elected officials can facilitate effective and organized events that benefit the Waller County community.

RULES AND REGULATIONS

WALLER COUNTY COMMUNITY CENTER

The Waller County Community Center (“WCCC”) is dedicated to quality service and making your next event a memorable and successful one.

The Waller County Commissioner’s Court has adopted the following Rental Rules and Regulations concerning the rental of the WCCC facilities to a member of the public, group, or organization (the “Renter”) for an “Event” as described in the Rental Application. These Rules and Regulations are incorporated by reference into all contracts and agreements between Waller County and the Renter.

Waller County does not discriminate on the basis of race, color, religion, gender, age, sexual orientation, marital status, disability, national origin, or other status. Allowing any individual or group to use the WCCC does not imply endorsement of the individual’s or group’s view or ideology by Waller County.

HOW TO SCHEDULE AN EVENT

Waller County recommends that reservations are made at least two weeks prior to the date of the Event. For detailed facility rental information, a prospective Renter should contact the Waller County Judge’s Office at (979) 826-7700. The Waller County Judge’s Office reserves the right to deny requests that conflict with existing bookings or violate County policies. The Waller County Judge’s Office will confirm or deny the availability of a requested rental to the email provided on the Rental Application via email within five (5) business days of receiving such Rental Application. The Waller County Judge’s Office will address any issues related to reservations as they arise.

RULES AND REGULATIONS

The following Rules and Regulations have been adopted by the Waller County Commissioner’s Court to ensure a safe, positive, and healthy environment at the WCCC. Additional rules, regulations, and policies may be added from time to time as circumstances warrant.

RESERVATIONS AND SCHEDULING

To reserve facilities of the WCCC, the Renter must submit a WCCC Rental Application (the “Application”) which may be obtained at the Waller County Judge’s Office or online at <http://co.waller.tx.us/page/CommunityCenter>. Applications will be accepted during regular business hours only. Renters are not allowed to rent WCCC facilities on a continuous basis (i.e. daily, weekly, or monthly) without Waller County Commissioner’s Court’s written consent. The Commissioner’s Court reserves the right to restrict the number of dates an individual or group may reserve. This is to ensure that one group does not dominate use of a particular space and/or schedule. Reservations will not be accepted more than six months in advance. A reservation will

only be complete when proof of payment and a completed Rental Application are turned in to the County Judge's Office. The applicant will deposit the money (CASH, CASHIER'S CHECK, OR MONEY ORDER ONLY) with the Treasurer's Office and then take the receipt to the Judge's Office to show proof of payment. Cashier's checks and money orders should be made out to Waller County. No dates will be reserved over the phone or without completed materials being turned in to the Judge's Office.

Waller County and its subdivisions shall have first priority to use, and second priority shall be given to all governmental uses and municipalities for their events and activities. Waller County "use" means a reservation by a Waller County department head or elected official of the WCCC for the primary benefit of Waller County and/or its employees during regular business hours. Reservations are also available to elected officials representing Waller county for official meetings, community engagement events, and public forums. Any reservation of the WCCC for Waller County use will require a Rental Application to be turned into the County Judge's Office for planning and logistics purposes, but will not require the payment of associated Rental Fees or Security Deposit. Rental Applications must include expected attendance and any special requirements for the Event (e.g., equipment, setup). Additional fees may apply for special equipment or services requested. Waller County elected officials or department heads must state the purpose of the event in the "Type of Event" section of the Rental Application. Elected officials must adhere to the general rules of conduct and facility use during their event, and ensure that all events are non-partisan and accessible to the public. General rules of conduct include the ensurance of compliance with all applicable safety regulations, and may include the need to coordinate with security personnel for larger events. The priority for all other uses shall be determined on a first-come, first-serve basis, following the needs of Waller County, governmental entities, and municipalities. After an Application has been approved, the Renter must enter into a written WCCC Rental Agreement (the "Rental Agreement") with Waller County and pay all applicable fees and Security Deposits in the timeframe required by the Rental Agreement and these Rules.

The minimum age to rent the WCCC facilities is twenty-one (21) years of age. Youth groups (groups with children under the age of 18) shall be chaperoned on a ratio of at least one adult for every ten (10) or fewer children under the age of 18. The number of minors attending shall be stated in the Rental Application. Violation of this ratio during an Event may result in early closure of the Event without refund.

No Commissioner or County official may waive any requirements set forth herein. All alterations to the contract must be submitted to, and voted upon by, Waller County Commissioners Court.

RENTAL FEES

Renter agrees to pay Waller County Rental Fees for the use of the WCCC facilities as set forth in the Rental Agreement executed between the Renter and Waller County. Full payment of Rental Fees is due in accordance with the terms of the Rental Agreement. Failure to pay Rental Fees and Security Deposits when due under the Rental Agreement will result in the loss of the reservation.

Renter must adhere to hours and Rental Term set forth in the Rental Agreement. The Rental Term includes the time necessary for set up and take down/clean up.

CANCELLATIONS/REFUNDS

No refunds will be issued for cancellation by the Renter made less than 72 hours before the start of the Rental Term. If the Renter cancels a reservation 72 hours or more before the start of the Rental Term, a refund of the Rental Fees (if any) and Security Deposit will be issued, less an administration fee equal to 15% of the Security Deposit. Reservations of the WCCC by elected officials must be made at least 48 hours in advance to avoid penalties. Repeated cancellations may impact future reservation privileges. All cancellations must be submitted in writing to the County Judge's Office. Waller County reserves the right to cancel an Event for the reasons set forth in the Rental Agreement. If Waller County cancels an Event the Renter may be entitled to a full refund of any Rental Fee paid and any Security Deposit made

RENTER GROUP RESPONSIBILITIES

- Groups claiming non-profit status will be required to submit Texas documentation giving non-profit status. Groups claiming tax-exempt status will be required to submit Texas documentation showing tax exemption under Internal Revenue Code Section 501(c)(3).
- Renter may only use the space as identified and approved on Renter's Rental Application.
- The Renter may not sublet the WCCC facility, nor may the Rental Application or Rental Agreement be transferred. Any attempt to sublet, transfer, or otherwise assign the Renter's interest in using the WCCC is void.
- Renter may not offer services already provided by Waller County, unless specifically approved by the Waller County Commissioner's Court.
- Neither Renter nor Renter's Guests may charge a parking or entrance fee at the WCCC, unless specifically preapproved by the Waller County Commissioner's Court. "Renter's Guests" means all persons or entities at the WCCC premises by reason of the Renter, including but not limited to Renter's guests, invitees, participants, players, coaches, members, spectators, agents, volunteers, vendors, contractors, employees, representatives or servants.
- The Renter must comply with all applicable federal, State, and local laws, ordinances, rules, and regulations, as well as the WCCC Rules and Regulations contained herein.
- Waller County has the right to immediately terminate use of the WCCC during any Event if the Renter violates or allows Renter's Guests to violate any applicable federal, state, or local law, ordinance, rule, or regulation, or the WCCC Rules and Regulations contained herein. All Rental Fees and Security Deposits shall be forfeited when an Event is terminated for this reason.

KEYPAD

Renter will be given a code for the keypads at the WCCC that will allow them to enter the building during their Rental Term and arm/disarm the security system.

SECURITY DEPOSIT

A Security Deposit of \$100.00 (one hundred dollars) may be required under the Rental Agreement, as determined by the Waller County Commissioner's Court. If a Security Deposit is required, the Security Deposit will be held until after the end of the Rental Term and returned to the Renter within 21 days after the end of the Rental Term. The County may withhold a portion or all of the Security Deposit to cover the cost of clean-up, repairs, replacement, or other damages. Any violation of the Rental Agreement or WCCC Rules and Regulations may result in partial or complete forfeiture of the Security Deposit. The amount of the Security Deposit does not limit the liability of the Renter for any damage or loss suffered by the County. Waller County expressly reserves the right to bill any Renter for damage or loss suffered by Waller County in connection with Renter's WCCC rental if Waller County Commissioner's Court waives said Renter's Security Deposit.

LIABILITY INSURANCE

The County, in its discretion, may require the Renter to obtain liability insurance for the Event. If liability insurance is required, the following requirements apply:

- \$1,000,000 minimum coverage
- Insurance shall cover liability for injury, death, and property damage, including coverage for alcoholic related claims.
- The insurance policy must be issued by an insurance company licensed to do business in Texas and acceptable to the Waller County Commissioner's Court.
- Waller County must be named as an "Additional Insured" on the policy.
- At least fourteen (14) days prior to the start of the Rental Term, the Renter must give to the County a certificate of insurance showing the required coverage.

PERSONAL PROPERTY

Waller County shall not be liable or responsible for any damage to or loss of personal property belonging to the Renter or Renter's Guests.

The Renter shall indemnify, defend, and hold harmless Waller County for any losses, claims, damages, liabilities, costs and expenses (including legal fees) suffered by the Renter or Renter's Guests in connection with Renter's WCCC rental. The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnity in this section.

DECORATIONS AND ROOM ALTERATIONS

The Renter shall not make any alterations to the WCCC facilities without the written consent of the County. Alterations include, but are not limited to, any items that are hung, glued, taped, or in any other way affixed to the walls, ceiling, floor, windows, or light fixtures of the WCCC. Renter should, under no circumstances, use any sort of adhesive to adhere any items to the wall, ceiling, floor, windows, or light fixtures of the WCCC. A decoration and installation plan must be pre-approved in writing. Any decoration or set-up time must be included in the Rental Term. Tables, chairs, dance floor, staging, and other items of personal property shall not be stored at the WCCC, shall be brought in only during the Rental Term, and must be removed from the facility at the end of the Rental Term. Renter must supply his/her/its/their own labor and supplies when decorating. The Renter is responsible for leaving the WCCC facilities in as good or better condition than found. Elected officials who reserve the WCCC are also responsible for leaving the space clean and restoring it to its original condition. Items of personal property left by the Renter at the end of the Rental Term shall be deemed abandoned and Waller County may remove, store, dispose, or otherwise deal with such abandoned goods to the satisfaction of Waller County.

FOOD/BEVERAGE POLICY

Renters may provide their own food and non-alcoholic beverages or utilize a professional caterer. The WCCC kitchen is not stocked with food preparation supplies or utensils, but you may, however, prepare food on site. Under no circumstances is frying allowed as part of food preparation. Renters are specifically advised to double check that any cooking equipment is turned OFF before the end of the Rental Term. Any damage caused by cooking equipment left on will be assessed to the Renter. Renters are responsible for bringing all supplies and cleaning up after an Event. All food product and waste must be removed off-site following the termination of the Rental Term. Renter will be charged for failing to clean up before the end of their Rental Term.

- All beverages served or consumed on the WCCC premises must be from non-glass containers.
- All table linens must be removed and any liquids on tables must be wiped.
- All WCCC equipment must be cleaned and placed in storage room. Renter is responsible for providing any cleaning materials needed to comply with these Rules and Regulations.
- Renter shall submit the necessary state certifications and, if applicable, County health certifications for professional food handlers to the County Judge's Office.

ALCOHOL

- NO ALCOHOL IS ALLOWED AT THE COMMUNITY CENTER. This includes but is not limited to alcohol in glass bottles, cans, plastic cups, or personal containers.
- Alcohol may not be brought to or consumed in restrooms, parking lots, or any other facility of the WCCC. Alcohol brought to WCCC facilities, although not consumed, constitutes a violation of the Rules and Regulations. Consumption of alcohol by Renter or Renter's Guests

during an Event will result in forfeiture of the Security Deposit and possibly early closure of the Event without refund.

- “Bring Your Own Bottle (B.Y.O.B.)” functions are strictly prohibited.

ENTERTAINMENT

- All hired entertainment must be pre-approved in writing by Waller County Commissioner’s Court. Entertainment at the WCCC must be legal and cannot be obscene. Gambling, nudity, and profanity are strictly prohibited.
- Music and any amplified sound must be set at a volume that cannot be heard outside of the WCCC premises. Waller County shall promptly resolve any complaints of noise to the satisfaction of Waller County.

DAMAGES, ACCIDENTS, OR INJURIES

- Any accident or injury occurring on WCCC premises, and any damage to the WCCC property or premises, must be immediately reported to the Waller County Judge’s Office.
- Renters shall be liable for all damage to the WCCC facilities and/or WCCC property resulting from Renter’s or Renter’s Guest’s use of the WCCC. Damages to the WCCC facilities and/or WCCC property will result in additional charges and partial or full retention of the Security Deposit. If the Security Deposit is not enough to cover damages charges, the Renter will be billed the excess amount and payment is due immediately.

SMOKING

- Smoking in the WCCC is prohibited at all times. This includes smoking cigarettes, cigars, pipes, e-cigarettes and any other smoking device even if such device is marketed as “smokeless.” The Renter is responsible for all damage caused by smoking including, but not limited to, stains, burns, odors, and removal of debris.

ACCESS AND HOURS OF OPERATION

- All Events must be limited to the specific Rental Term set forth in the Rental Agreement.
- The Renter shall permit Waller County officials and other designated agents to have access and to enter the WCCC facilities at any time during the Event.
- Only the area or facilities designated in the WCCC Rental Application and/or Rental Agreement may be used by the Renter or Renter’s Guests. All other areas in the WCCC are off limits.
- All parking at the WCCC is free for Renters and Renter’s Guests for the duration of the Rental Term.
- Use of the WCCC facilities by Renter or Renter’s Guests outside of the contracted Rental Term, including for purposes of clean up, will result in additional charges and a partial or full retention of the Security Deposit.

PROHIBITED ACTIVITIES AND ITEMS

The following list of activities is not intended to be an exhaustive list. Waller County retains the right to enforce the prohibition of any other activities or items prohibited by law. Waller County reserves the right, but not the duty, to eject any persons or animals not in compliance with the Rules and Regulations and Renter waives any claims for damages against Waller County or any of its officers, agents, or employees resulting from the exercise of this authority.

- Confetti (including confetti eggs), rice, water balloons, aerosol string, and piñatas are strictly prohibited throughout the WCCC facilities.
- Commercial solicitation and transactions are prohibited.
- ANY USE OF GLITTER WILL RESULT IN IMMEDIATE FORFEITURE OF RENTER'S SECURITY DEPOSIT AND ADDITIONAL CLEANING FEES WILL BE ASSESSED.
- Firearms are prohibited except as authorized by law.
- No animals are allowed on the WCCC premises except for vested service dogs as defined by the Americans with Disabilities Act.
- No vehicle shall be driven over or across the curbs, sidewalks, grass, or lawn of the WCCC. Vehicles shall be parked in the designated parking lot, or other lawful areas.
- Campfires, open burning, and candles of any kind are prohibited.
- Fireworks, sparklers, explosives or other hazardous materials are strictly prohibited and may result in early termination of the Event.
- Any activity causing unreasonable odors, smoke, dust, gas, or vibrations to emanate from the WCCC or that would constitute a nuisance to the surrounding community is prohibited.
- Balloons must be tethered to prevent interference with the smoke alarms, air circulation systems, or cameras.
- DO NOT PROP THE EXTERIOR DOORS OPEN. THIS MAY CAUSE DAMAGE TO DOOR HINGES.

COMMON AREAS/OVERALL BUILDING POLICIES

- Every Renter group must be under complete adult supervision at all times during the Rental Term. The Renter shall assume full responsibility for the conduct of all Renter's Guests.
- Renter shall be responsible for ensuring that all of Renter's Guests comply with all applicable laws, ordinances, rules, regulations, policies, and procedures, including but not limited to the WCCC Rental Rules and Regulations set forth herein.
- Children must be kept under direct supervision at all times during the Rental Term and kept confined to the rented facilities. Neither the WCCC nor Waller County will assume responsibility for under-supervised children.
- Renter shall be liable for all cost of additional cleaning required as a result of Renter's use of the WCCC.
- All Events shall be operated and supervised to the satisfaction of Waller County. If deemed necessary because of the type of Event or number of people in attendance, Waller County reserves the right to assign a room attendant and/or licensed police officer to supervise the Event, and the **payment of attendant and/or peace officer shall be paid by the Renter.**
- Renter is responsible for cleaning up after their Event. Trash must be bagged and put in the dumpster enclosure outside of the WCCC. Clean up must be during rental hours.

- Violation of law and/or the WCCC Rules and Regulations contained herein shall be grounds for immediate termination of the Event and ejection of the Renter and Renter's guest and invitees. In such case, no refund will be provided and Renter's Security Deposit will be forfeited as liquidated damages. A violation of the law and/or WCCC Rules and Regulations shall be determined by WCCC staff and/or peace officer present or through investigation. Said determinations shall be at the sole discretion of Waller County. Neither Waller County nor any of its officers, officials, agents, representatives, servants, contractors, or employees shall be liable to Renter for any injuries, losses, or damages that may be sustained by the Renter or its guest or invitees as a result of Waller County's exercise of its rights to terminate an Event or eject a Renter or Renter's Guests.
- Violations of these Rules and Regulations may result in denial of future use of the WCCC. Denial of use does not exempt violators from possible prosecution under applicable local, state, or federal law, ordinance, or regulation.
- Waller County and its employees, agents, officers, representatives, servants, or assigns shall not be responsible for items damaged, lost, stolen, left on site, or left in vehicles on the WCCC premises.
- Under no circumstances shall the total number of persons at an Event exceed the maximum capacity of 250 people / persons inside of the WCCC. This maximum occupancy is determined by the Waller County Fire Marshal's Office for the safety of all WCCC inhabitants. 250 persons inside of the WCCC includes all rooms, areas, or facilities inside of the WCCC building which are the subject of the Rental Agreement.

ORDER NO. _____

*AN ORDER OF THE COUNTY COMMISSIONERS COURT (COURT) OF THE COUNTY OF
WALLER, TEXAS, REVISING THE WALLER COUNTY COMMUNITY CENTER RULES AND
REGULATIONS FOR ELECTED OFFICIALS*

WHEREAS, the Commissioners Court of the County of Waller, Texas (County) desires to revise the Waller County Community Center Rules and Regulations for elected officials.

WHEREAS, the Court seeks to improve efficiency and transparency of requirements for the rental of the Waller County Community Center; and

WHEREAS, the Court finds that such revisions will facilitate the efficiency and transparency of renting the Waller County Community Center to the benefit of the County and elected officials seeking to use the Waller County Community Center.

NOW, THEREFORE, BE IT ORDERED BY THE WALLER COUNTY COMMISSIONERS COURT THAT:

1. **Approval of Recitals as Finding of Fact.** The foregoing recitals, having been found by the Commissioners Court to be true and correct, are hereby incorporated into this Order as findings of fact.
2. **Order of Revision.** The Waller County Community Center Rules and Regulations are hereby revised.

BE IT SO ORDERED.

Passed and Approved this _____ day of _____, 2024.

WALLER COUNTY COMMISSIONERS COURT

County Judge

Commissioner Precinct 1

Commissioner Precinct 2

Commissioner Precinct 3

Commissioner Precinct 4

Attest: County Clerk