NOTICE OF MEETING
WALLER COUNTY, TEXAS
REGULAR SESSION

Wednesday, April 15, 2026 at 9:00 AM
Waller County Courthouse, 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 Courthouse
836 Austin Street
Hempstead, Texas 77445

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

CALL TO ORDER

1. Approval of Agenda.

PUBLIC COMMENT

CONSENT AGENDA

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

2. Approval of Minutes.

3. Request by County Treasurer for Approval of Payroll Disbursements.

4. Request by County Treasurer for approval of Election Payroll Disbursements.

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

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

7. Request by County Auditor to Approve and/or Ratify 2026 Budget Adjustments and Departmental Line-Item Transfers.

8. Request by County Auditor to approve Quarterly Reimbursement of Juror Payments.

9. Request by County Engineer to approve the Amending of Plat No.1, for Woodhaven Estates Section 5 in Precinct 2.

10. Request by County Engineer to approve the Amending of Plat No.1, for Woodhaven Estates Section 6, in Precinct 2.

11. Request by County Engineer to accept roads in Sunterra Section 12 for county maintenance and release the bond.

12. Request by County Engineer to accept roads in Sunterra Section 13 for county maintenance and release maintenance bond.

13. Request by County Engineer to accept the roads in Sunterra Section 73 into county maintenance and release the bond.

14. Request by County Engineer to accept the roads in Kingsland Blvd East Expansion into county maintenance and release the bond.

15. Request by County Engineer to accept the roads in Trails of Cochran Ranch Section 1 into county maintenance and release the bond.

16. Request by County Engineer based upon substantial completion, to start the road maintenance period beginning November 20,2025, for roads in Azalea Section 1.

17. Request by County Engineer based upon substantial completion, to start the road maintenance period beginning March 19, 2026, for roads in Sofi Lakes Section 2.

18. Request by County Engineer based upon substantial completion, to start the road maintenance period beginning March 24, 2026, for roads in Sofi Lakes Section 1.

19. Request by County Engineer based upon substantial completion, to start the road maintenance period beginning March 03, 2026, for roads in Bluestem Section 5.

20. Request by County Engineer based upon substantial completion, to start the road maintenance period beginning March 25, 2026, for Sofi Lakes Blvd. and Yara Drive.

21. Request by County Engineer to approve the Final Plat of Sunterra Lakes Water Plant No. 1 in Precinct 3.

22. Request by County Engineer to approve the Final Plat of Sunterra Lakes Remote Water Well in Precinct 3.

23. Request by County Engineer to approve the Final Plat of Sunterra Lakes Waste Water Treatment Plant No. 1 in Precinct 3.

24. Request by County Engineer to accept a Formal Notice from Ezee Fiber for a utility installation of 2-1.25" HDPE Duct Crossing within the right of way of Jordan Ranch Blvd (Project # 2026-868).

25. Request by County Engineer to accept Formal Notice from Comcast for Fiber Optic Cable installation within the right of way of Joseph Rd, Greenbriar Dr, Holly Dr, Country

Lane E, Country Lane W, Oak Hollow Blvd, Pinewood Valley Dr, and Hargrave Rd. (Project # 2026-869)

26. Request by County Engineer to hold a Public Hearing on April 29th, 2026 during the regular scheduled Commissioners Court meeting to rename Robin Hood Ln., located in Maple Woods, Section 2.

27. Request by County Engineer to authorize the issuance of a public notice in the Katy Times, for three consecutive weeks, establishing a public hearing during the regular session of Commissioners' Court on May 27, 2026 for a Replat of La Segarra Section Two, to be allowed to amend Reserve "E", Block 1, and all of Reserve "D"; all of Lots 24-29, Block 1, all of Lot 11, Block 3; also vacating a Portion of Reserve "E"; all of Lot 65 and all of Lot 68, Block 1. The amendment will modify the right-of-way of Catalan Drive and Green Juniper Way, create 7 single family lots and a restricted reserve, and vacate portions of the previous plat by Owners Enclave Gassner Tract, LLC, a Delaware Limited Liability Company.

28. Request by County Grant Manager to approve acceptance of the 2026 Regional Juvenile Mental Health Services grant award in the amount of $5,500 from the Houston-Galveston Area Council and authorize the County Judge to execute the grant agreement.

29. Spread upon the minutes the Fire Marshal Service Fund Budget for FY26.

Requests to approve payments on the following:

30. $1,175.00 for Invoice dated March 20, 2026 and $1,125.00 for Invoice dated March 17, 2026 for a total of $2,300.00 to Schmidt Funeral Home from line item 125-423-540705 [Transport to Morgue].

31. $7,800.00 for Invoice #1655 to Fort Bend Medical Examiner from line item 125-423-540702 [Autopsy].

32. $1,750.00 for Invoice #4 to Stephens & Flowers Funerals and Cremations to be paid from line item 125-423-540705 [Transport to Morgue].

33. $6,040.00 for Invoice #7593 to The Randle Law Office to be paid from line item 125-411-540300 [Legal].

34. $2,620.51 for Invoice #SI-41767 to SylogistGov, Inc. relative to the FY26 SAVNS Maintenance Grant Program (OAG Contract No. C-02769) to be paid from line item 307-504-545000 [Maintenance].

35. $5,070.00 for Invoice #115461 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).

36. $71,192.53 for Invoice #65035800-0226-11 to Kimley-Horn and Associates, Inc. for Services Rendered February 01, 2026, through February 28, 2026. Funds to be paid from line item 605-605-545405 [Prof. Services].

37. $9,486.68 for Invoice #79950-10 to Civil Corp for Professional Engineering Services through Sunday, February 22, 2026. Funds to be paid from line item 605-605-545405 [Prof. Services].

38. $24,223.17 for Invoice #78850-12 to DCCM Infrastructure, Inc. for Professional Engineering Services from February 1, 2026 to February 28, 2026. Funds to be paid from line item 605-605-545405 [Prof. Services].

39. $82,711.78 for Invoice #100841-11 to RG Miller Engineers, Inc. for Professional Engineering Services from February 1, 2026 to February 28, 2026. Funds to be paid from line item 605-605-545405 [Prof. Services].

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

PROCLAMATION

41. Discuss and take action to approve Proclamation recognizing April as Child Abuse Awareness and Prevention Month in Waller County.

42. Discuss and take action to approve Resolution recognizing April 12th - 18th as Public Safety Telecommunicators Week.

COUNTY JUDGE

43. Discuss and take action to renew the delinquent tax collection contract with Perdue Brandon Fielder Collins & Mott LLP.

TAX ASSESSOR-COLLECTOR

44. Discuss and take action to approve a Resolution and Exhibit A authorizing a public tax resale of Waller County tax trust property and set the minimum bids for the public tax resale.

COUNTY ENGINEER

45. **Public Hearing**: Regarding the establishment of a "No Thru Trucks" zone and the Installation of "No Thru Trucks" signage on the following road:

    Garvie Ln.– Between FM 359 AND FM 362, Brookshire, Waller County, Texas.

46. Discuss and take action to approve the installation of a "No Thru Trucks" sign on Garvie Ln.

LIBRARY

47. Discuss and take action to approve donation of $250.00 to Waller County Library Brookshire Pattison from Wyatt Resources, Inc. and add to line item 125-537-536600 [Donations/Library].

GRANT MANAGER

48. Discuss and take action to authorize the County Grant Manager to submit a grant application to ONEOK in the amount of $24,809.77 for emergency response equipment for the Waller County Fire Marshal's Office/Office of Homeland Security and Emergency Management.

PROCUREMENT DIRECTOR

49. Discuss and take action to cancel order and payment for Estimate #37855-P for 4-quad cubicles from Officemakers due to inability to fulfill the order. Item was previously approved in Regular Session on December 17, 2025 under Director of Facilities.

50. Discuss and take action to approve the purchase of office furniture for District Clerk's Office from Office Depot, utilizing purchasing cooperative Omnia Contract R240112, in the amount of $65,337.07. Funds to be paid from line item 125-600-581620 [Justice Center Modular Buildings].

51. Discuss and take action to approve Agreement with Cellebrite, Inc for an annual forensic software platform for investigative processes, in the amount of $28,765.00. Funds to be paid from line item 125-516-563350 [CID].

52. Discuss and take action to approve Agreement with JLL Valuation & Advisory Services, LLC., pursuant to RFP 26-004 for appraisal services. Funds to be paid from line item 245-591-582807 [Acquisition].

53. Discuss and take action to approve engagement letter with Arbitrage Compliance Specialists for arbitrage rebate services in the amount of $5,500.00.

54. Discuss and take action on award recommendation of Bid 26-005, Reconstruction of Penick Road, to Durwood Greene Construction Co., low bidder meeting specifications, in the amount of $9,133,777.38. Funds to be paid from line item 605-605-582810 [Road Construction].

55. Discuss and take action to approve Agreement with Axon Enterprise, Inc., utilizing Buyboard contract 743-24 for tasers and accessories for Constable Precinct 3 and Sheriff's Office. Funds to be paid from line items:

    $19,512.00 - 125-513-581700 [Constable Pct. 3 Equipment]

    $45,860.22 - 125-516-581700 [Sheriff Admin.Equipment]

    $9,000.00 - 125-510-581700 [Courthouse Security Equipment]

56. Discuss and take action to approve the purchase of office furniture for Fire Marshal's Office from LetourneauKeller, utilizing purchasing cooperative TIPS contract #230301, in the amount of $23,929.61. Funds to be paid from line item 132-509-568400 [Miscellaneous].

57. Discuss and take action to approve Agreement with Lemons Auctioneers, LLC., utilizing Buyboard contract #708-23 for auctioneer services of surplus property.

DIRECTOR OF POLICY & ADMINISTRATION

58. Discussion on Healthy County Initiatives.

59. Discuss and take action to approve amendment to Lakes of Cane Island Development Agreement.

60. Discuss and take action on first amendment to La Segarra Development Agreement.

61. Discuss and take action on an Interlocal Agreement with the Brookshire Katy Drainage District for the design and construction of a regional detention facility.

DIRECTOR OF FACILITIES

62. Discuss and take action on payment of $16,502.93 for Application #24 to SEDALCO. Funds to be paid from 125-600-581620 [Justice Center Modular Buildings].

63. Discuss and take action on payment of $44,227.57 for Application #25 to SEDALCO. Funds to be paid from line item 125-600-581620 [Justice Center Modular Buildings].

MISCELLANEOUS

64. Presentation by Heather Stautmeister with Family Ties.

65. Discuss and take action to approve Agreement with Family Ties and payment of $20,000.00 as allocated in the 2026 Budget. Funds to be paid from line item 125-411-547311 [Family Ties].

66. Discuss and take action to approve Agreement between Waller County and CASA for Kids of South-Central Texas, and payment of $15,000.00 from line item 125-411-546100 [Casa/Child Advocate] as allocated in the 2026 Budget.

67. Discuss and take action to approve Agreement between Waller County and Fort Bend Seniors, Meals on Wheels & Much Much More Inc., granting additional funds totaling $15,000.00 to be distributed over a period of five (5) years at $3,000.00 per year for meal delivery services in Waller County.

68. Discuss and take action on membership with the Conference of Urban Counties.

69. Discuss and take action to approve Resolution for the Nomination for Board of Directors of the Waller County Appraisal District.

70. Discuss and take action to approve Order authorizing Cinco de Mayo Fireworks Sales.

71. 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.

72. 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

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

74. 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.

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

76. 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).

Waller County, TX

Detail Register
Payroll Summary

Packet: PYPKT04574 - 04/16/26 Elections PR
Payroll Set: 01 - Waller County, TX

Pay Period: 03/03/2026 - 03/18/2026

Males Paid:	0
Females Paid:	8
Unknown Paid:	0
Total Employees:	8

Total Direct Deposits:	0.00
Total Check Amounts:	1,549.64

EARNINGS

Pay Code	Units	Pay Amount
Elect-Worker	0.00	1,678.00
Total:	0.00	1,678.00

TAXES

Code	Subject To	Employee	Employer
Fed W/H	1,678.00	0.00	0.00
FICA	1,678.00	104.04	104.04
Medicare	1,678.00	24.32	24.32
Total:		128.36	128.36

RECAP 01 - Waller County, TX

Earnings:	1,678.00	Benefits:	0.00	Deductions:	0.00	Taxes:	128.36	Net Pay:	1,549.64

Waller County, TX

Payable Register

Payable Detail by Vendor Name

Packet: APPKT07622 - PYPKT04574 - 04/16/26 Elections PR

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 01555 - INTERNAL REVENUE SERVICE									**Vendor Total:**	**256.72**
INV0010304	Invoice	4/16/2026	4/16/2026	4/16/2026	4/16/2026	48.64	0.00	0.00	0.00	48.64
941 Medicare Withholdings	APBNK - APBNK				No	**Payment Date:** 4/16/2026			**Bank Draft:**	DFT0004658

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Medicare Withholdings	N/A	0.00	0.00	48.64	0.00	0.00	0.00	48.64

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110100	FICA Payable		48.64	0%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0010305	Invoice	4/16/2026	4/16/2026	4/16/2026	4/16/2026	208.08	0.00	0.00	0.00	208.08
941 Social Security Withhelds	APBNK - APBNK				No	**Payment Date:** 4/16/2026			**Bank Draft:**	DFT0004659

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
941 Social Security Withhelds	N/A	0.00	0.00	208.08	0.00	0.00	0.00	208.08

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-110100	FICA Payable		208.08	0%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	2	256.72	0.00	0.00	0.00	256.72	256.72	0.00
	Grand Total:	**256.72**	**0.00**	**0.00**	**0.00**	**256.72**	**256.72**	**0.00**

Account Summary

Account	Name		Amount
999-203-110100	FICA Payable		256.72
		Total:	**256.72**

Waller County, TX

Payable Register

Payable Detail by Vendor Name

Packet: APPKT02694 - 04/30/26 RET INS

Payable # / Payable Description	Payable Type / Bank Code	Post Date	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
Vendor: 18425 - AMWINS GROUP BENEFITS									**Vendor Total:**	**22,100.00**
May 2026	Invoice	5/1/2026	5/1/2026	5/1/2026	5/1/2026	22,100.00	0.00	0.00	0.00	22,100.00
County Portion May 2026	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
County Portion May 2026	N/A	0.00	0.00	22,100.00	0.00	0.00	0.00	22,100.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
125-685-520303	Health Insurance		22,100.00	100.00%

Vendor: 07548 - TAC HEBP									**Vendor Total:**	**20,803.09**
May 2026 County	Invoice	5/1/2026	5/1/2026	5/1/2026	5/1/2026	14,738.08	0.00	0.00	0.00	14,738.08
BCBS Co Portion Ret Prem May 2026	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Co Portion Ret Prem May 2026	N/A	0.00	0.00	14,738.08	0.00	0.00	0.00	14,738.08

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
125-685-520303	Health Insurance		14,738.08	100.00%

May 2026 Retiree	Invoice	5/1/2026	5/1/2026	5/1/2026	5/1/2026	6,065.01	0.00	0.00	0.00	6,065.01
BCBS Retiree Payment May 2026	APBNK - APBNK				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
BCBS Retiree Payment May 2026	N/A	0.00	0.00	6,065.01	0.00	0.00	0.00	6,065.01

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
999-203-111200	Medical Insurance		6,065.01	100.00%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	3	42,903.09	0.00	0.00	0.00	42,903.09	0.00	42,903.09
	Grand Total:	**42,903.09**	**0.00**	**0.00**	**0.00**	**42,903.09**	**0.00**	**42,903.09**

Account Summary

Account	Name		Amount
125-685-520303	Health Insurance		36,838.08
		Total:	**36,838.08**

Account	Name		Amount
999-203-111200	Medical Insurance		6,065.01
		Total:	**6,065.01**

Monthly Report of Joan Beaty, Waller County Treasurer

MARCH 2026

THE STATE OF TEXAS
COUNTY OF WALLER

AFFIDAVIT

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

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

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

Filing with accompanying vouchers this **15th day of April, 2026**

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

Joan Beaty
Joan Beaty, CIO, CCT
Waller County Treasurer

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

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

The affidavit must state the amount of the cash and other assets that are in the custody of the County Treasurer at the time of the examination. {LGC 114.026(d)} $231,685,917.85 Month Ending Balance

Commissioners' Court Approval:

Carbett "Trey" J. Duhon III
Waller County Judge

John A. Amsler
Commissioner, Precinct 1

Walter E. Smith
Commissioner, Precinct 2

Kendric D. Jones
Commissioner, Precinct 3

Justin Beckendorff
Commissioner, Precinct 4

ATTEST:

Debbie Hollan, County Clerk

Date

Monthly Report of Joan Beaty, Waller County Treasurer

MARCH 2026

Fund	Beginning Balance	Total Received	Total Disbursed	Adjust-ments	Account Balances	TexPool Investments	TX Class Investments	Balance
101 Voter Reg/Chapter 19	$6,167.96	$2.74	$0.00	$0.00	$6,170.70	$0.00	$0.00	**$6,170.70**
108 Elections	$0.00	$0.00	$8,933.40	$0.00	-$8,933.40	$194,891.07	$0.00	**$185,957.67**
110 Road & Bridge	$1,048,406.44	$2,155,763.17	$2,165,723.82	$0.00	$1,038,445.79	$0.00	$16,291,588.65	**$17,330,034.44**
111 Law Library	$5,701.49	$3,681.41	$587.63	$0.00	$8,795.27	$318,419.76	$0.00	**$327,215.03**
112 Title IV Juv. Justice	$0.00	$0.00	$0.00	$0.00	$0.00	$104,922.73	$0.00	**$104,922.73**
113 DC Recs. Pres.	$159.69	$142.73	$0.00	$0.00	$302.42	$30,187.82	$0.00	**$30,490.24**
114 County RMPF	$6,206.19	$3,229.68	$0.00	$0.00	$9,435.87	$197,509.03	$0.00	**$206,944.90**
115 CC Recs. Pres.	$26,208.93	$16,961.16	$0.00	$0.00	$43,170.09	$357,467.50	$0.00	**$400,637.59**
116 CC Preservation	$472.80	$263.33	$0.00	$0.00	$736.13	$41,301.71	$0.00	**$42,037.84**
117 Courthouse Security	$10,264.36	$5,401.39	$0.00	$0.00	$15,665.75	$331,483.81	$0.00	**$347,149.56**
118 Graffiti	$0.00	$50.02	$0.00	$0.00	$50.02	$1,068.99	$0.00	**$1,119.01**
119 JP Technology	$3,786.66	$2,539.77	$600.00	$0.00	$5,726.43	$97,115.18	$0.00	**$102,841.61**
120 DC/Child Abuse Prev	$3.87	$2.66	$0.00	$0.00	$6.53	$1,884.52	$0.00	**$1,891.05**
121 Family Protection	$0.00	$0.00	$0.00	$0.00	$0.00	$43,800.58	$0.00	**$43,800.58**
122 Guardianship	-$2,806.44	$3,396.44	$0.00	$0.00	$590.00	$51,808.53	$0.00	**$52,398.53**
123 Justice Crt. Sec.	$36.10	$44.43	$0.00	$0.00	$80.53	$27,455.31	$0.00	**$27,535.84**
124 CC-Technology	$99.50	$100.42	$0.00	$0.00	$199.92	$9,901.81	$0.00	**$10,101.73**
125 General	$541,221.66	$12,294,323.99	$12,139,451.34	$19,809,574.68	$20,505,668.99	$30,114,658.89	$49,792,249.28	**$100,412,577.16**
126 DC-Technology	$23.25	$18.90	$0.00	$0.00	$42.15	$4,930.75	$0.00	**$4,972.90**
127 CC-RPD	$0.00	$0.00	$0.00	$0.00	$0.00	$40,170.00	$0.00	**$40,170.00**
128 DC-RPD	$20.13	$20.02	$0.00	$0.00	$40.15	$32,588.26	$0.00	**$32,628.41**
129 DA Pretrial Div. Fee	$8,539.38	$10,306.35	$4,522.18	$0.00	$14,323.55	$75,005.51	$0.00	**$89,329.06**
131 Juv. Case Manager	$2,274.44	$136.22	$0.00	$0.00	$2,410.66	$0.00	$0.00	**$2,410.66**
132 Fire Marshal Fund	$67,951.75	$29.75	$910.04	$0.00	$67,071.46	$0.00	$0.00	**$67,071.46**
135 Court Facility	$92,755.44	$2,143.55	$0.00	$0.00	$94,898.99	$0.00	$0.00	**$94,898.99**
137 Justice Crt. Support	$139,940.94	$4,076.41	$0.00	$0.00	$144,017.35	$0.00	$0.00	**$144,017.35**
181 Available School	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$759,870.01	**$759,870.01**
186 Ogg Trust	$20,704.59	$9.19	$0.00	$0.00	$20,713.78	$0.00	$0.00	**$20,713.78**
191 Narcotic Program	$10.69	$0.00	$0.00	$0.00	$10.69	$0.00	$0.00	**$10.69**
192 Federal Forfeiture	$0.00	$6,416.45	$6,415.37	$2,430.92	$2,432.00	$146,521.28	$0.00	**$148,953.28**
212 SCAAP-Federal Rev.	$122,183.35	$0.00	$0.00	$0.00	$122,183.35	$0.00	$0.00	**$122,183.35**
228 CJD-VOCA #4254701	-$32,424.19	$3,959.18	$5,960.16	$0.00	-$34,425.17	$0.00	$0.00	**-$34,425.17**
234 STEP CMV-00029	-$6,645.83	$133.12	$591.91	-$82.00	-$7,186.62	$0.00	$0.00	**-$7,186.62**
235 STEP COMP-00094	-$13,446.74	$976.03	$1,256.68	-$160.00	-$13,887.39	$0.00	$0.00	**-$13,887.39**
241 ARPA Grant	$89,946.62	$0.00	$3,816.54	$0.00	$86,130.08	$0.00	$0.00	**$86,130.08**
244 LHMPP Grant	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
245 CDBG-MIT Brookshire	-$25.80	$3,284.87	$3,284.87	$0.00	-$25.80	$0.00	$0.00	**-$25.80**
246 CDBG-MIT Prairie View	$0.00	$29,160.00	$29,160.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
247 C4 Radio Grant #5005301	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
307 SAVNS Grant#1446517	-$2,620.51	$0.00	$0.00	$0.00	-$2,620.51	$0.00	$0.00	**-$2,620.51**
311 Formula Grant	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
318 TJJD-A	$116,774.62	$54,764.00	$33,294.49	$0.00	$138,244.13	$0.00	$0.00	**$138,244.13**
324 SB22 Grant - DA	$224,242.36	$91.00	$19,238.84	$0.00	$205,094.52	$0.00	$0.00	**$205,094.52**
325 SB22 Grant - SO	$414,749.05	$165.04	$42,955.66	$0.00	$371,958.43	$0.00	$0.00	**$371,958.43**
327 MVCPA SB224 Grt FY25	-$102,100.00	$0.00	$0.00	-$1,119.22	-$103,219.22	$0.00	$0.00	**-$103,219.22**
328 MVCPA SB224 Grt FY26	$0.00	$0.00	$0.00	-$444.32	-$444.32	$0.00	$0.00	**-$444.32**
329 TWDB-Reg Stormwater	$0.00	$19,740,000.00	$0.00	-$19,811,450.06	-$71,450.06	$0.00	$0.00	**-$71,450.06**
413 SETH Grant	$50,000.00	$0.00	$0.00	$0.00	$50,000.00	$0.00	$0.00	**$50,000.00**
515 Debt Service	$0.00	$2,522,280.48	$2,522,280.48	$0.00	$0.00	$0.00	$5,187,735.23	**$5,187,735.23**
604 Co. Courthouse Project	$0.00	$0.00	$298,346.28	$0.00	-$298,346.28	$0.00	$2,329,174.17	**$2,030,827.89**
605 Mobility Bond Ser 2024	$0.00	$0.00	$707,457.65	$0.00	-$707,457.65	$0.00	$95,978,954.73	**$95,271,497.08**
606 Tax Notes, Series 2025	$0.00	$0.00	$1,716,447.97	$0.00	-$1,716,447.97	$0.00	$8,347,297.91	**$6,630,849.94**
999 Payroll	$586,565.49	$3,024,085.61	$3,032,430.59	$0.00	$578,220.51	$0.00	$0.00	**$578,220.51**
Totals	**$3,425,348.24**	**$39,887,959.51**	**$22,743,665.90**	**-$1,250.00**	**$20,568,391.85**	**$32,223,093.04**	**$178,686,869.98**	**$231,478,354.87**
				Plus Outstanding Checks	$187,752.29			
				Treasurer's Bank Balance	**$20,756,144.14**			
				PB Statement Balance	$20,756,144.14			
				Reconciled Bank Balance	**$20,756,144.14**			

Monthly Report of Joan Beaty, Waller County Treasurer
MARCH 2026

Miscellaneous Accounts

Fund	Beginning Balance	Total Received	Total Disbursed	Adjust-ments	Account Balances	TexPool Investments	TX Class Investments	Total Fund Balance
188 Dismuke Estate	$0.00	$0.00	$0.00	$0.00	**$0.00**	$77,866.88	$0.00	**$77,866.88**
				Bank Statement Balance	$0.00			
189 Hospital Trust	$0.00	$0.00	$0.00	$0.00	**$0.00**	$3,600.51	$0.00	**$3,600.51**
				Bank Statement Balance	$0.00			
238 GLO Buyout/Acq Grant	$376.13	$0.29	$0.00	$0.00	**$376.42**	$0.00	$0.00	**$376.42**
				Add Outstanding Checks	$0.00			
				Bank Statement Balance	$376.42			
239 GLO Infrastructure Grant	$0.26	$0.00	$0.00	$0.00	**$0.26**	$0.00	$0.00	**$0.26**
				Add Outstanding Checks	$0.00			
				Bank Statement Balance	$0.26			
801 JP1 Report Acct	$15,406.06	$52,415.12	$30,950.87	$0.00	**$36,870.31**	$0.00	$0.00	**$36,870.31**
				Bank Statement Balance	$36,870.31			
802 JP2 Report Acct	$19,391.10	$39,062.43	$51,506.33	$0.00	**$6,947.20**	$0.00	$0.00	**$6,947.20**
				Bank Statement Balance	$6,947.20			
803 JP3 Report Acct	$2,266.58	$1.66	$108.00	$0.00	**$2,160.24**	$0.00	$0.00	**$2,160.24**
				Bank Statement Balance	$2,160.24			
804 JP4 Report Acct	$26,795.26	$47,259.45	$59,510.31	$0.00	**$14,544.40**	$0.00	$0.00	**$14,544.40**
				Bank Statement Balance	$14,544.40			
805 DC E-Filing	$2,234.11	$14,512.91	$13,150.00	$0.00	**$3,597.02**	$0.00	$0.00	**$3,597.02**
				Bank Statement Balance	$3,597.02			
807 CC Recording Fee	$12,070.26	$59,169.29	$55,471.00	$0.00	**$15,768.55**	$0.00	$0.00	**$15,768.55**
				Bank Statement Balance	$15,768.55			
808 CC Credit Card	$2,633.79	$20,185.00	$16,435.50	$0.00	**$6,383.29**	$0.00	$0.00	**$6,383.29**
				Bank Statement Balance	$6,383.29			
810 CC E-Filing	$9,125.84	$10,593.46	$10,744.00	$0.00	**$8,975.30**	$0.00	$0.00	**$8,975.30**
				Bank Statement Balance	$8,975.30			
811 DC Credit Card	$876.01	$8,104.20	$5,433.90	$0.00	**$3,546.31**	$0.00	$0.00	**$3,546.31**
				Bank Statement Balance	$3,546.31			
812 R&B Credit Card	$3,929.99	$113,625.85	$105,857.76	$0.00	**$11,698.08**	$0.00	$0.00	**$11,698.08**
				Bank Statement Balance	$11,698.08			
814 FM Credit Card	$2,131.40	$6,320.09	$7,248.50	$0.00	**$1,202.99**	$0.00	$0.00	**$1,202.99**
				Bank Statement Balance	$1,202.99			
815 Environmental Cr Card	$3,588.61	$12,443.22	$9,340.00	$0.00	**$6,691.83**	$0.00	$0.00	**$6,691.83**
				Bank Statement Balance	$6,691.83			
816 JP1 Efile	$663.58	$1,250.84	$529.00	$0.00	**$1,385.42**	$0.00	$0.00	**$1,385.42**
				Bank Statement Balance	$1,385.42			
817 JP2 Efile	$331.29	$1,468.10	$1,733.00	$0.00	**$66.39**	$0.00	$0.00	**$66.39**
				Bank Statement Balance	$66.39			
818 JP3 Efile	$4,799.21	$1,437.90	$478.00	$0.00	**$5,759.11**	$0.00	$0.00	**$5,759.11**
				Bank Statement Balance	$5,759.11			
819 JP4 Efile	$1,567.37	$2,034.69	$3,490.00	$0.00	**$112.06**	$0.00	$0.00	**$112.06**
				Bank Statement Balance	$112.06			
820 Treasurer Credit Card	$0.36	$1,207.65	$1,197.60	$0.00	**$10.41**	$0.00	$0.00	**$10.41**
				Bank Statement Balance	$10.41			

WALLER COUNTY
INVESTMENT PORTFOLIO FOR MONTH ENDING
MARCH 2026

ACTIVITY

FINANCIAL INSTRUMENT AND INVESTED FUND	PURCHASE PRICE	MTD YIELD	BEGINNING BALANCE	TRANSFERS	MTD INTEREST	ENDING BALANCE
TEXAS CLASS INVESTMENTS						
125-General	$41,642,778.65	3.7762%	$41,642,778.65	$8,000,000.00	$149,470.63	$49,792,249.28
110-R&B	$14,741,293.04	3.7762%	$14,741,293.04	$1,500,000.00	$50,295.61	$16,291,588.65
515-Debt Service	$2,652,481.87	3.7762%	$2,652,481.87	$2,521,780.48	$13,472.88	$5,187,735.23
181-Permanent School	$757,437.11	3.7762%	$757,437.11	$0.00	$2,432.90	$759,870.01
604-Co Courthouse Project	$2,321,716.74	3.7762%	$2,321,716.74	$0.00	$7,457.43	$2,329,174.17
605-Mobility Bond 2024	$95,671,654.52	3.7762%	$95,671,654.52	$0.00	$307,300.21	$95,978,954.73
606-Tax Notes, Series 2025	$8,320,571.98	3.7762%	$8,320,571.98	$0.00	$26,725.93	$8,347,297.91
TEXPOOL INVESTMENTS						
108-Elections	$194,285.10	3.6724%	$194,285.10	$0.00	$605.97	$194,891.07
111-Law Library	$317,429.67	3.6724%	$317,429.67	$0.00	$990.09	$318,419.76
112-Title IV Juvenile Justice	$104,596.46	3.6724%	$104,596.46	$0.00	$326.27	$104,922.73
113-RPF District Clerk	$30,093.96	3.6724%	$30,093.96	$0.00	$93.86	$30,187.82
114-County RMPF	$196,894.87	3.6724%	$196,894.87	$0.00	$614.16	$197,509.03
115-RPF County Clerk	$356,356.02	3.6724%	$356,356.02	$0.00	$1,111.48	$357,467.50
116-CC Preservation	$41,173.30	3.6724%	$41,173.30	$0.00	$128.41	$41,301.71
117-Courthouse Security	$330,453.09	3.6724%	$330,453.09	$0.00	$1,030.72	$331,483.81
118-Graffiti	$1,065.58	3.6724%	$1,065.58	$0.00	$3.41	$1,068.99
119-JP Technology	$96,813.24	3.6724%	$96,813.24	$0.00	$301.94	$97,115.18
120-DC Child Abuse Prev.	$1,878.63	3.6724%	$1,878.63	$0.00	$5.89	$1,884.52
121-Family Protect Fee	$43,664.37	3.6724%	$43,664.37	$0.00	$136.21	$43,800.58
122-Guardianship	$54,350.63	3.6724%	$54,350.63	($2,706.44)	$164.34	$51,808.53
123-Justice Court Security	$27,369.98	3.6724%	$27,369.98	$0.00	$85.33	$27,455.31
124-CC Technology	$9,871.05	3.6724%	$9,871.05	$0.00	$30.76	$9,901.81
125-General	$30,021,022.62	3.6724%	$30,021,022.62	$0.00	$93,636.27	$30,114,658.89
126-DC Technology	$4,915.48	3.6724%	$4,915.48	$0.00	$15.27	$4,930.75
127-CC RP Digitizing	$40,045.12	3.6724%	$40,045.12	$0.00	$124.88	$40,170.00
128-DC RP Digitizing	$32,486.95	3.6724%	$32,486.95	$0.00	$101.31	$32,588.26
129-DA Pretrial Diversion	$74,772.29	3.6724%	$74,772.29	$0.00	$233.22	$75,005.51
188-Dismuke	$77,624.77	3.6724%	$77,624.77	$0.00	$242.11	$77,866.88
189-Hospital	$3,589.35	3.6724%	$3,589.35	$0.00	$11.16	$3,600.51
192-Federal Forfeiture	$152,473.35	3.6724%	$152,473.35	($6,415.37)	$463.30	$146,521.28
TOTALS	**$198,321,159.79**		**$198,321,159.79**	**$12,012,658.67**	**$657,611.95**	**$210,991,430.41**

STATISTICS

1. THIS PORTFOLIO IS IN COMPLIANCE WITH THE WALLER COUNTY INVESTMENT POLICY AND APPLICABLE LAW.
2. CURRENT INVESTMENTS ARE AVAILABLE SAME OR NEXT DAY TO MAXIMIZE OPERATING FUNDS.
3. AS A COMPARATIVE BENCHMARK THE AVERAGE 90 DAY T-BILL RATE THIS MONTH **3.63%**
4. THE TOTAL AMOUNT OF INVESTED DOLLARS FOR MONTH END: **$210,991,430.41**
5. PROSPERITY BANK PLEDGED COLLATERAL MARKET VALUE: **$58,193,764.24**
   THIS AMOUNT WAS ADEQUATE TO SECURE ALL DEPOSITS AT PROSPERITY BANK.
6. TexPool Rated: AAAm by Standard & Poor's.
7. Texas CLASS Rated: AAAm by Standard & Poor's.
8. THIS REPORT IS PROVIDED ON A MONTHLY BASIS EXCEEDING THE PUBLIC FUNDS INVESTMENT ACT AND WALLER COUNTY INVESTMENT POLICY REQUIREMENTS TO KEEP THE COMMISSIONERS' COURT FULLY INFORMED.

WALLER COUNTY, TEXAS

Summary of Debt

Prepared by Alan Younts, Waller County Auditor

Total Capital Leases

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

Total Bonds

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

Treasurer's Record of Unpaid Claims	As of	3/31/2026	
Vendors	Date Registered	Reg #	Amount Registered
QUILL CORPORATION	04/18/23	3675	$ 132.06
SPARKLIGHT	07/05/23	5416	$ (322.29)
RICOH USA, INC.	09/26/23	7478	$ 260.24
ENTEC PEST MANAGEMENT INC	10/30/23	8234	$ 250.00
NAPA AUTO PARTS	01/26/24	10292	$ 20.34
KING RANCH AG & TURF	04/11/24	12554	$ (16.00)
DIRECT ENERGY BUSINESS,LLC	10/17/24	17540	$ 34.53
HOUSTON AREA POLICE CHIEFS ASSOCIATION	11/18/24	18477	$ 60.00
CARRINGTON,PATRICE	12/02/24	18727	$ 300.00
CARRINGTON,PATRICE	12/02/24	18728	$ 300.00
XEROX CORPORATION	01/06/25	19692	$ 224.82
XEROX CORPORATION	01/06/25	19693	$ 298.95
BECKENDORFF, JUSTIN	01/06/25	19695	$ 52.34
XEROX CORPORATION	01/09/25	19776	$ 168.36
XEROX CORPORATION	03/24/25	21945	$ 238.47
FORD, RUSSELL	04/28/25	22968	$ 65.00
QUILL CORPORATION	04/28/25	22980	$ 3,114.85
ROGER N ADAIR	05/27/25	23876	$ 550.00
TRAVIS COUNTY CLERK	08/06/25	25873	$ 607.00
TEXAS STAR TRANSPORT, LLC	08/07/25	25963	$ 3,016.15
GRANTWORKS, INC	09/04/25	26722	$ 6,160.77
GALLS, LLC	09/23/25	27357	$ 192.68
QUIDDITY	09/24/25	27445	$ 10,999.00
VERIZON	10/01/25	27603	$ 37.99
L&W SUPPLY CORPORATION	10/08/25	27795	$ 3,116.25
UNITED AG & TURF	10/08/25	27811	$ (16.74)
INNOVATIVE COMMUNICATION SYSTEMS	10/15/25	27974	$ 87.50
INNOVATIVE COMMUNICATION SYSTEMS	10/15/25	27975	$ 175.00
LDD BLUELINE	10/15/25	27985	$ 2,878.72
WILEY, ROBYN	11/13/25	28682	$ 165.00
XEROX CORPORATION	11/14/25	28733	$ 276.11
XEROX CORPORATION	11/17/25	28738	$ 195.56
XEROX CORPORATION	11/17/25	28740	$ 225.52
CITIBANK N.A	11/18/25	28858	$ 40.46
LINKAS LLC	11/25/25	29167	$ 300.00
BROOKSHIRE M.W.D	12/02/25	29281	$ 49.75
CHANEY, CAROL	12/09/25	29527	$ 251.15
QUADIENT FINANCE USA, INC.	12/23/25	29935	$ 485.00
NAPA AUTO PARTS	12/30/25	30083	$ (1,000.00)
NAPA AUTO PARTS	12/30/25	30084	$ 4,148.40
QUILL COROPORATION	01/06/26	30126	$ 1,085.31
CONSOLIDATED COMMUNICATIONS	01/08/26	30185	$ 356.73
SPARKLIGHT	01/13/26	30249	$ 239.94
BRADY PLUS	01/14/26	30448	$ (1,582.88)
INNOVACARE FLORIDA URGENT CARE, LLC	01/15/26	30488	$ 187.00
ASCO EQUIPMENT	01/20/26	30638	$ (2,557.07)
INTERSTATE BILLING SERVICE	01/20/26	30645	$ (125.00)
INNOVATIVE COMMUNICATION SYSTEMS	01/28/26	30856	$ (306.25)
BGE, INC	02/02/26	30965	$ 25,234.37
ODP BUSINESS SOLUTIONS, LLC	02/02/26	30967	$ 267.58
ODP BUSINESS SOLUTIONS, LLC	02/02/26	30968	$ 802.74
INNOVATIVE COMMUNICATION SYSTEMS	02/05/26	31200	$ 7,320.00
HEATH, TRAVIS	02/09/26	31261	$ 100.00
ODP BUSINESS SOLUTIONS, LLC	02/09/26	31329	$ 206.46
XEROX CORPORATION	02/11/26	31364	$ 357.83
XEROX CORPORATION	02/11/26	31365	$ 260.38
XEROX CORPORATION	02/11/26	31368	$ 255.46
XEROX CORPORATION	02/11/26	31370	$ 228.40
SPARKLIGHT	02/12/26	31438	$ 239.94
OHIO POWER TOOL	02/17/26	31517	$ 8,933.40
XEROX CORPORATION	02/23/26	31585	$ 124.73
ODP BUSINESS SOLUTIONS, LLC	02/24/26	31662	$ 178.20
ODP BUSINESS SOLUTIONS, LLC	02/24/26	31664	$ 181.51
ODP BUSINESS SOLUTIONS, LLC	02/24/26	31666	$ 166.28
ODP BUSINESS SOLUTIONS, LLC	02/24/26	31667	$ 1,192.55
ODP BUSINESS SOLUTIONS, LLC	02/24/26	31668	$ 46.29
ODP BUSINESS SOLUTIONS, LLC	02/24/26	31671	$ 344.74
INNOVATIVE COMMUNICATION SYSTEMS	02/25/26	31731	$ 87.50
INNOVATIVE COMMUNICATION SYSTEMS	02/25/26	31732	$ 87.50
WALLER COUNTY ECONOMIC DEV.	02/25/26	31734	$ 100,000.00
ODP BUSINESS SOLUTIONS, LLC	02/25/26	31770	$ 86.88
ODP BUSINESS SOLUTIONS, LLC	02/25/26	31771	$ 80.97
ODP BUSINESS SOLUTIONS, LLC	02/25/26	31772	$ 31.88
ODP BUSINESS SOLUTIONS, LLC	02/25/26	31780	$ 139.49
AMERICAN WATER SYSTEMS	02/27/26	31796	$ 11,215.00
ENTEC PEST MANAGEMENT, INC.	02/27/26	31797	$ 115.00

Treasurer's Record of Unpaid Claims	As of 3/31/2026		
Vendors	Date Registered	Reg #	Amount Registered
ENTEC PEST MANAGEMENT, INC.	02/27/26	31801	$ 425.00
ENTEC PEST MANAGEMENT, INC.	02/27/26	31806	$ 180.00
ENTEC PEST MANAGEMENT, INC.	02/27/26	31810	$ 150.00
WALLER COUNTY MUD34D	02/27/26	31815	$ 3.96
WALLER COUNTY MUD34D	02/27/26	31816	$ 5.96
WALKER ENGINEERING	02/27/26	31817	$ 500.00
CLAY'S MORTUARY & CREMATIONS	02/27/26	31819	$ 500.00
INDOOR ENVIRONMENTAL CONSULTANTS	03/02/26	31929	$ 2,374.00
LDD BLUELINE	03/02/26	31930	$ 3,712.50
LDD BLUELINE	03/02/26	31931	$ 2,812.50
LDD BLUELINE	03/02/26	31932	$ 1,332.86
TEXAS DEPARTMENT OF STATE HEALTH SERVICES	03/02/26	31933	$ 57.00
DCCM INFRASTRUCTURE	03/03/26	31937	$ 110,181.69
GRADIENTS GROUP	03/03/26	31938	$ 40,474.60
KIMLEY-HORN AND ASSOCIATED, INC	03/03/26	31939	$ 17,509.38
TEXAS ASSOCIATION OF COUNTIES RISK MANAGEMENT POOL	03/03/26	31942	$ 60,291.25
INNOVATIVE COMMUNICATION SYSTEMS	03/03/26	31971	$ 327.16
AGEINT SECURITY	03/03/26	31972	$ 65.00
BROOKSHIRE HARDWARE	03/03/26	31974	$ 25.36
TEXAS ASSOCIATION OF COUNTIES	03/03/26	31980	$ 375.00
ODP BUSINESS SOLUTIONS, LLC	03/03/26	31991	$ 383.45
ODP BUSINESS SOLUTIONS, LLC	03/03/26	31992	$ 7.01
ODP BUSINESS SOLUTIONS, LLC	03/03/26	31996	$ 89.99
ODP BUSINESS SOLUTIONS, LLC	03/03/26	32000	$ 159.16
ODP BUSINESS SOLUTIONS, LLC	03/03/26	32002	$ 62.58
ODP BUSINESS SOLUTIONS, LLC	03/03/26	32005	$ 64.78
QUADIENT	03/03/26	32008	$ 263.97
QUADIENT	03/03/26	32009	$ 263.97
QUADIENT	03/03/26	32010	$ 263.97
QUADIENT	03/03/26	32011	$ 302.97
ODP BUSINESS SOLUTIONS, LLC	03/03/26	32016	$ 253.92
SPARKLIGHT	03/03/26	32021	$ 269.93
AMAZON CAPITAL SERVICES	03/03/26	32022	$ 417.29
DELL MARKETING L.P	03/03/26	32023	$ 22,849.45
REPUBLIC SERVICES #473	03/05/26	32033	$ 225.20
H-GAC	03/05/26	32039	$ 2,271.76
SCHMIDT FUNERAL HOME	03/05/26	32052	$ 1,125.00
C&G WHOLESALE	03/05/26	32053	$ 111.98
INNOVATIVE COMMUNICATION SYSTEMS	03/06/26	32116	$ 87.50
GRAINGER	03/09/26	32120	$ 662.18
GRAINGER	03/09/26	32121	$ 149.84
WALLER COUNTY BUTANE	03/09/26	32160	$ 25.55
QUILL COROPORATION	03/09/26	32163	$ 59.99
NORTHERN SAFETY CO., INC	03/09/26	32166	$ 85.12
NORTHERN SAFETY CO., INC	03/09/26	32167	$ 328.60
GRIMCO	03/09/26	32168	$ 103.54
RG MILLER ENGINEERS	03/09/26	32169	$ 14,082.70
LEGACY WASTE SERVICES	03/09/26	32171	$ 1,256.40
PETROLEUM TRADERS CORPORATION	03/09/26	32172	$ 20,418.58
MUSTANG CAT	03/09/26	32173	$ 4,099.02
REFLECTIONS PAINT & BODY	03/09/26	32174	$ 2,751.70
REFLECTIONS PAINT & BODY	03/09/26	32175	$ 596.00
BYRD TRAFFIC SUPPLY	03/09/26	32177	$ 4,690.00
STRIPES & STOPS COMPANY, INC.	03/09/26	32178	$ 4,000.00
WAKEFIELD BRIDGE, INC.	03/09/26	32179	$ 10,000.00
FORT BEND MEDICAL EXAMINER	03/09/26	32181	$ 7,800.00
HOMETOWN HARDWARE	03/09/26	32182	$ 37.36
WALLER COUNTY ASPHALT	03/09/26	32183	$ 13,494.80
TYLER TECHNOLOGIES, INC	03/11/26	32184	$ 85.73
TYLER TECHNOLOGIES, INC	03/11/26	32185	$ (12,613.31)
VERIZON	03/11/26	32186	$ 4,130.57
VERIZON	03/11/26	32187	$ 1,180.04
GUERRA, CELIDE	03/11/26	32191	$ 40.00
HARRIS, KENNEDY	03/11/26	32192	$ 40.00
EMBASSY SUITES SAN MARCOS	03/11/26	32193	$ 200.00
TEXAS STATE UNIVERSITY	03/11/26	32194	$ 150.00
TEXAS ASSOCIATION OF COUNTIES	03/11/26	32200	$ 500.00
TEXAS ASSOCIATION OF COUNTIES	03/11/26	32201	$ 1,025.00
AMERICAN PATRIOT INDUSTRIES	03/11/26	32208	$ 2,811.77
AMERICAN PATRIOT INDUSTRIES	03/11/26	32209	$ 1,638.24
XEROX CORPORATION	03/11/26	32210	$ 294.23
XEROX CORPORATION	03/11/26	32211	$ 278.84
XEROX CORPORATION	03/11/26	32212	$ 196.23
XEROX CORPORATION	03/11/26	32213	$ 315.47
XEROX CORPORATION	03/11/26	32214	$ 265.04
XEROX CORPORATION	03/11/26	32215	$ 496.64

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Vendors	Date Registered	Reg #	Amount Registered
XEROX CORPORATION	03/11/26	32216	$ 290.85
XEROX CORPORATION	03/11/26	32217	$ 377.19
XEROX CORPORATION	03/11/26	32218	$ 506.55
XEROX CORPORATION	03/11/26	32219	$ 192.11
XEROX CORPORATION	03/11/26	32220	$ 250.19
XEROX CORPORATION	03/11/26	32221	$ 240.56
XEROX CORPORATION	03/11/26	32222	$ 657.09
XEROX CORPORATION	03/11/26	32223	$ 181.45
XEROX CORPORATION	03/11/26	32224	$ 225.92
XEROX CORPORATION	03/11/26	32225	$ 174.16
XEROX CORPORATION	03/11/26	32226	$ 402.36
QUADIENT LEASING, INC.	03/11/26	32227	$ 280.34
QUADIENT, INC.	03/11/26	32228	$ 511.59
QUADIENT, INC.	03/11/26	32229	$ 141.11
ORIENTAL TRADING	03/11/26	32231	$ 228.51
ORIENTAL TRADING	03/11/26	32232	$ 49.49
ORIENTAL TRADING	03/11/26	32233	$ 22.49
INGRAM	03/11/26	32234	$ 511.91
INGRAM	03/11/26	32235	$ 17.12
INGRAM	03/11/26	32236	$ 11.99
INGRAM	03/11/26	32237	$ 350.09
INGRAM	03/11/26	32238	$ 239.31
INGRAM	03/11/26	32239	$ 656.43
INGRAM	03/11/26	32240	$ 17.12
THE RANDLE LAW OFFICE L.T.D., LLP	03/11/26	32241	$ 1,280.00
THE RANDLE LAW OFFICE L.T.D., LLP	03/11/26	32242	$ 1,600.00
CASA FOR KIDS	03/11/26	32243	$ 15,000.00
CHILD ADVOCATES OF FORT BEND	03/11/26	32244	$ 12,500.00
PHILIPS VETERINARY HOSPITAL	03/11/26	32246	$ 231.59
PHILIPS VETERINARY HOSPITAL	03/11/26	32247	$ 93.00
PHILIPS VETERINARY HOSPITAL	03/11/26	32248	$ 300.00
SCPDC	03/11/26	32249	$ 990.42
SCHMIDT FUNERAL HOME	03/11/26	32250	$ 625.00
KATY PRINTERS, INC.	03/11/26	32252	$ 47.60
GRAINGER	03/11/26	32253	$ 503.20
GRAINGER	03/11/26	32254	$ 1,285.60
LEVATA US LLX	03/11/26	32256	$ 799.74
HOMETOWN HARDWARE	03/11/26	32257	$ 13.32
FENIEX	03/11/26	32258	$ 1,878.90
WAUKESHA-PEARCE INDUSTRIES, LLC	03/11/26	32260	$ 556.29
QUILL COROPORATION	03/11/26	32261	$ 70.84
QUILL COROPORATION	03/11/26	32262	$ 43.80
QUILL COROPORATION	03/11/26	32263	$ 735.82
NEXT STEP COUNSELING AND EDUCATION CENTER	03/11/26	32264	$ 760.89
VICTORIA COUNTY JUVENILE SERVICES	03/11/26	32265	$ 5,640.00
VICTORIA COUNTY JUVENILE SERVICES	03/11/26	32266	$ 2,600.00
BELL COUNTY JUVENILE SERVICES	03/11/26	32267	$ 3,465.00
LOCAL L.P GAS INC.	03/11/26	32269	$ 52.00
4 COUNTY GLASS	03/11/26	32273	$ 560.00
XEROX CORPORATION	03/11/26	32277	$ 190.26
WALLER COUNTY CHILD WELFARE CHARITY	03/11/26	32278	$ 120.00
CASA FOR KIDS	03/11/26	32279	$ 120.00
HOMETOWN HARDWARE	03/11/26	32280	$ 15.68
HOMETOWN HARDWARE	03/11/26	32281	$ 97.96
ODP BUSINESS SOLUTIONS, LLC	03/11/26	32282	$ 28.63
ODP BUSINESS SOLUTIONS, LLC	03/11/26	32283	$ 376.04
ODP BUSINESS SOLUTIONS, LLC	03/11/26	32284	$ 27.29
ODP BUSINESS SOLUTIONS, LLC	03/11/26	32285	$ (15.20)
ODP BUSINESS SOLUTIONS, LLC	03/11/26	32286	$ 15.35
ODP BUSINESS SOLUTIONS, LLC	03/11/26	32287	$ 18.68
ODP BUSINESS SOLUTIONS, LLC	03/11/26	32288	$ 447.19
ODP BUSINESS SOLUTIONS, LLC	03/11/26	32289	$ 91.45
BASCO	03/11/26	32290	$ 218.95
C&G WHOLESALE	03/11/26	32291	$ 119.98
C&G WHOLESALE	03/11/26	32292	$ 75.98
HOMETOWN HARDWARE	03/11/26	32293	$ 100.93
AGUILAR, ALFONSO	03/11/26	32294	$ 300.00
INNOVATIVE COMMUNICATION SYSTEMS	03/11/26	32295	$ 175.00
SCY IMAGING INC.	03/11/26	32296	$ 75.00
J.A. REED & ASSOCIATES, LLC	03/11/26	32297	$ 2,250.00
WALLER COUNTY FEED	03/11/26	32298	$ 222.41
WALLER COUNTY FEED	03/11/26	32299	$ 98.00
TRINITY GROUP SERVICES, INC.	03/11/26	32300	$ 5,972.67
NAPA AUTO PARTS	03/12/26	32301	$ 411.88
NAPA AUTO PARTS	03/12/26	32302	$ 65.98
NAPA AUTO PARTS	03/12/26	32303	$ 73.37

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Vendors	Date Registered	Reg #	Amount Registered
NAPA AUTO PARTS	03/12/26	32304	$ 208.45
NAPA AUTO PARTS	03/12/26	32305	$ 69.45
NAPA AUTO PARTS	03/12/26	32306	$ 40.65
NAPA AUTO PARTS	03/12/26	32307	$ 748.05
NAPA AUTO PARTS	03/12/26	32308	$ 148.88
NAPA AUTO PARTS	03/12/26	32309	$ 61.06
CROWN WRECKER	03/12/26	32310	$ 273.00
INDEPENDENT HEALTH SERVICES	03/12/26	32311	$ 4,554.27
IDI	03/12/26	32312	$ 6,304.00
PHILIPS VETERINARY HOSPITAL	03/12/26	32313	$ 228.48
DYNAMIC MOTORS AUTO REPAIR LLC	03/12/26	32314	$ 155.60
DYNAMIC MOTORS AUTO REPAIR LLC	03/12/26	32315	$ 341.68
DYNAMIC MOTORS AUTO REPAIR LLC	03/12/26	32316	$ 413.16
DYNAMIC MOTORS AUTO REPAIR LLC	03/12/26	32317	$ 892.42
DYNAMIC MOTORS AUTO REPAIR LLC	03/12/26	32318	$ 111.00
DYNAMIC MOTORS AUTO REPAIR LLC	03/12/26	32319	$ 100.99
DYNAMIC MOTORS AUTO REPAIR LLC	03/12/26	32320	$ 116.99
DYNAMIC MOTORS AUTO REPAIR LLC	03/12/26	32321	$ 175.63
DYNAMIC MOTORS AUTO REPAIR LLC	03/12/26	32322	$ 431.08
DYNAMIC MOTORS AUTO REPAIR LLC	03/12/26	32323	$ 416.41
DYNAMIC MOTORS AUTO REPAIR LLC	03/12/26	32324	$ 1,313.51
DYNAMIC MOTORS AUTO REPAIR LLC	03/12/26	32325	$ 141.13
DYNAMIC MOTORS AUTO REPAIR LLC	03/12/26	32326	$ 113.63
SOUTHERN TIRE MART	03/12/26	32327	$ 3,058.50
BILL'S TIRE COMPANY	03/12/26	32328	$ 78.00
BILL'S TIRE COMPANY	03/12/26	32329	$ 334.96
BILL'S TIRE COMPANY	03/12/26	32330	$ 87.00
BILL'S TIRE COMPANY	03/12/26	32331	$ 174.00
BILL'S TIRE COMPANY	03/12/26	32332	$ 25.00
BILL'S TIRE COMPANY	03/12/26	32333	$ 147.49
BILL'S TIRE COMPANY	03/12/26	32334	$ 87.00
BILL'S TIRE COMPANY	03/12/26	32335	$ 43.50
BILL'S TIRE COMPANY	03/12/26	32336	$ 43.50
BILL'S TIRE COMPANY	03/12/26	32337	$ 80.95
BILL'S EXPRESS LUBE	03/12/26	32338	$ 87.95
BILL'S EXPRESS LUBE	03/12/26	32339	$ 95.95
BILL'S EXPRESS LUBE	03/12/26	32340	$ 86.95
BILL'S EXPRESS LUBE	03/12/26	32341	$ 92.95
BILL'S EXPRESS LUBE	03/12/26	32342	$ 92.95
BILL'S EXPRESS LUBE	03/12/26	32343	$ 132.95
BILL'S EXPRESS LUBE	03/12/26	32344	$ 95.95
WALLER COUNTY PAINT & BODY SHOP & STORAGE	03/12/26	32345	$ 112.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	03/12/26	32346	$ 112.00
AMAZON CAPITAL SERVICES	03/13/26	32347	$ 346,088.33
HART INTERCIVIC, INC	03/13/26	32348	$ 1,285.04
KELLY, CODI	03/13/26	32349	$ 53.12
KELLY, CODI	03/13/26	32350	$ 14.06
KELLY, CODI	03/13/26	32351	$ 42.48
KELLY, CODI	03/13/26	32352	$ 221.92
MICHAEL R ARAMBULA, M.D., PHARM. D.	03/13/26	32353	$ 700.00
LINDSEY'S OFFICE FURNITURE	03/13/26	32354	$ 879.00
WALLER COUNTY CHILD WELFARE CHARITY	03/13/26	32356	$ 140.00
CASA FOR KIDS	03/13/26	32357	$ 100.00
UPCHURCH & YATES, LLP	03/13/26	32358	$ 361.00
PATTILLO, BROWN & HILL, LLP	03/13/26	32359	$ 10,000.00
APPLE FORD MERCURY	03/13/26	32360	$ 262.40
RIVERSIDE TIRE CENTER	03/13/26	32361	$ 93.75
RIVERSIDE TIRE CENTER	03/13/26	32362	$ 93.75
O'REILLY AUTO PARTS	03/13/26	32363	$ 29.99
O'REILLY AUTO PARTS	03/13/26	32364	$ (44.00)
O'REILLY AUTO PARTS	03/13/26	32365	$ 175.81
O'REILLY AUTO PARTS	03/13/26	32366	$ 65.58
O'REILLY AUTO PARTS	03/13/26	32367	$ 166.10
O'REILLY AUTO PARTS	03/13/26	32368	$ 23.82
MITEL	03/13/26	32369	$ 12,561.25
TYLER TECHNOLOGIES, INC	03/13/26	32370	$ (519.34)
MAGNOLIA FUNERAL HOME, INC.	03/13/26	32371	$ 1,295.00
O'BRIAN COUNSELING SERVICES, INC.	03/13/26	32372	$ 400.00
QUADIENT LEASING, INC.	03/13/26	32373	$ 644.97
HOUSTON STENO MACHINE REPAIR CO	03/13/26	32374	$ 491.15
AGUILAR, ALFONSO	03/13/26	32375	$ 300.00
FENIEX	03/13/26	32376	$ 894.00
GRAINGER	03/13/26	32377	$ 183.12
INTEGRATED PRESCRIPTION MANAGEMENT	03/13/26	32378	$ 58.67
INTEGRATED PRESCRIPTION MANAGEMENT	03/13/26	32379	$ 41.19
ODP BUSINESS SOLUTIONS, LLC	03/13/26	32380	$ 85.76

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Vendors	Date Registered	Reg #	Amount Registered
HOMETOWN HARDWARE	03/13/26	32381	$ 61.53
HOMETOWN HARDWARE	03/13/26	32382	$ 63.96
HOMETOWN HARDWARE	03/13/26	32383	$ 19.99
HOMETOWN HARDWARE	03/13/26	32384	$ 49.97
HOMETOWN HARDWARE	03/13/26	32385	$ 35.97
HOMETOWN HARDWARE	03/13/26	32386	$ 125.96
HOMETOWN HARDWARE	03/13/26	32387	$ 28.17
O'REILLY AUTO PARTS	03/13/26	32388	$ 248.99
SMARSH INC.	03/13/26	32389	$ 41,927.95
CLEVELAND ASPHALT PRODUCTS, INC	03/13/26	32390	$ 13,844.17
CLEVELAND ASPHALT PRODUCTS, INC	03/13/26	32391	$ 6,074.40
CLEVELAND ASPHALT PRODUCTS, INC	03/13/26	32392	$ 5,695.36
MIDCOAST MEDICAL CENTER	03/18/26	32393	$ 1,064.33
RICE MEDICAL ASSOCIATES EAGLE	03/18/26	32394	$ 30.47
HEALTHPOINT HEMPSTEAS	03/18/26	32395	$ 76.37
QUILL COROPORATION	03/18/26	32396	$ 270.11
QUILL COROPORATION	03/18/26	32397	$ 14.20
QUILL COROPORATION	03/18/26	32398	$ 85.31
QUILL COROPORATION	03/18/26	32399	$ 185.22
QUILL COROPORATION	03/18/26	32400	$ 1,066.98
QUILL COROPORATION	03/18/26	32401	$ 666.13
QUILL COROPORATION	03/18/26	32402	$ 154.00
QUILL COROPORATION	03/18/26	32403	$ 99.99
QUILL COROPORATION	03/18/26	32404	$ 20.90
QUILL COROPORATION	03/18/26	32405	$ 105.27
QUILL COROPORATION	03/18/26	32406	$ 9.34
QUILL COROPORATION	03/18/26	32407	$ 12.79
PAPE-DAWSON ENGINEERS	03/18/26	32409	$ 17,932.05
BGE, INC	03/18/26	32410	$ 18,246.96
COBB, FENDLEY & ASSOCIATES, INC	03/18/26	32411	$ 11,051.50
IEA, INC	03/18/26	32412	$ 26,125.00
GRADIENTS GROUP	03/18/26	32413	$ 14,569.90
LJA ENGINEERING	03/18/26	32414	$ 203,587.81
PERDUE BRANDON FIELDER COLLINS & MOTT LLP	03/18/26	32415	$ 4,150.17
RALSTON, OWEN JR.	03/18/26	32416	$ 350.00
GUILLORY, MICHAEL	03/18/26	32417	$ 20.00
LINEBARGER, GOGGAN, BLAIR, & SAMPSON, LLP	03/18/26	32418	$ 1,444.74
WALLER-HARRIS EMERGENCY SERVICES DISTRICT 200	03/18/26	32419	$ 20.42
PERDUE BRANDON FIELDER COLLINS & MOTT LLP	03/18/26	32420	$ 9,089.56
LINEBARGER, GOGGAN, BLAIR, & SAMPSON, LLP	03/18/26	32421	$ 85.00
CHARLES KARISCH	03/18/26	32422	$ 800.18
MCKERLEY, CARRIE	03/18/26	32423	$ 350.00
SIMPSON, TRENICA	03/18/26	32424	$ 13.70
SIMPSON, TRENICA	03/18/26	32425	$ 40.58
SHARPE, DOMINIQUE	03/18/26	32426	$ 24.35
AT&T	03/18/26	32428	$ 3,300.54
AT&T	03/18/26	32429	$ 2,056.90
CONSOLIDATED COMMUNICATIONS	03/18/26	32430	$ 35.76
GREAT SOUTHERN STABILIZED, LLC	03/18/26	32431	$ 1,313.73
GREAT SOUTHERN STABILIZED, LLC	03/18/26	32433	$ 4,638.52
GREAT SOUTHERN STABILIZED, LLC	03/18/26	32434	$ 3,372.17
HOMETOWN HARDWARE	03/18/26	32435	$ 72.54
HOMETOWN HARDWARE	03/18/26	32436	$ 26.99
HOMETOWN HARDWARE	03/18/26	32437	$ 31.94
HOMETOWN HARDWARE	03/18/26	32438	$ 214.52
TEXAS STAR TRANSPORT, LLC	03/19/26	32439	$ 828.45
TEXAS STAR TRANSPORT, LLC	03/19/26	32440	$ 3,198.82
TEXAS STAR TRANSPORT, LLC	03/19/26	32441	$ 3,060.54
TEXAS STAR TRANSPORT, LLC	03/19/26	32442	$ 835.07
TEXAS STAR TRANSPORT, LLC	03/19/26	32443	$ 1,504.12
TEXAS STAR TRANSPORT, LLC	03/19/26	32444	$ 3,207.31
TEXAS STAR TRANSPORT, LLC	03/19/26	32445	$ 3,092.67
TEXAS STAR TRANSPORT, LLC	03/19/26	32446	$ 3,331.14
TEXAS STAR TRANSPORT, LLC	03/19/26	32447	$ 3,202.90
TEXAS STAR TRANSPORT, LLC	03/19/26	32448	$ 3,306.85
TEXAS STAR TRANSPORT, LLC	03/19/26	32449	$ 1,603.03
TEXAS STAR TRANSPORT, LLC	03/19/26	32450	$ 2,291.31
TEXAS STAR TRANSPORT, LLC	03/19/26	32451	$ 2,478.73
TEXAS STAR TRANSPORT, LLC	03/19/26	32452	$ 3,194.72
TEXAS STAR TRANSPORT, LLC	03/19/26	32453	$ 3,320.74
TEXAS STAR TRANSPORT, LLC	03/19/26	32454	$ 1,517.04
TEXAS STAR TRANSPORT, LLC	03/19/26	32455	$ 2,442.18
NAPA AUTO PARTS	03/19/26	32456	$ 64.70
NAPA AUTO PARTS	03/19/26	32457	$ 43.98
NAPA AUTO PARTS	03/19/26	32458	$ 43.98
NAPA AUTO PARTS	03/19/26	32459	$ 64.48

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Vendors	Date Registered	Reg #	Amount Registered
NAPA AUTO PARTS	03/19/26	32460	$ 259.66
NAPA AUTO PARTS	03/19/26	32461	$ 34.84
NAPA AUTO PARTS	03/19/26	32462	$ 44.19
NAPA AUTO PARTS	03/19/26	32463	$ 409.00
NAPA AUTO PARTS	03/19/26	32464	$ 731.88
NAPA AUTO PARTS	03/19/26	32465	$ 64.48
NAPA AUTO PARTS	03/19/26	32466	$ 72.52
NAPA AUTO PARTS	03/19/26	32467	$ 731.88
NAPA AUTO PARTS	03/19/26	32468	$ 18.37
NAPA AUTO PARTS	03/19/26	32469	$ 69.82
NAPA AUTO PARTS	03/19/26	32470	$ 53.04
NAPA AUTO PARTS	03/19/26	32471	$ 42.99
NAPA AUTO PARTS	03/19/26	32472	$ 7.38
ROCA CLEANING SERVICES	03/19/26	32473	$ 600.00
NAPA AUTO PARTS	03/19/26	32474	$ 65.98
ROCA CLEANING SERVICES	03/19/26	32475	$ 450.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	03/19/26	32476	$ 224.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	03/19/26	32477	$ 85.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	03/19/26	32478	$ 185.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	03/19/26	32479	$ 450.00
XEROX CORPORATION	03/19/26	32480	$ 123.47
JOHNSON, FRANKIE	03/19/26	32481	$ 150.00
BURT, CHARLIE ANN	03/19/26	32482	$ 150.00
RITE OF PASSAGE	03/19/26	32483	$ 8,360.00
INNOVATIVE COMMUNICATION SYSTEMS	03/19/26	32484	$ 14,252.41
REFLECTIONS PAINT & BODY	03/19/26	32485	$ 430.96
GEOSHACK	03/19/26	32486	$ 243.75
PREFERRED PIPE DISTRIBUTORS LLC	03/19/26	32487	$ 2,004.00
MOFFITT SERVICES	03/19/26	32488	$ 4,000.00
INTERSTATE BILLING SERVICE	03/19/26	32489	$ 1,514.55
INTERSTATE BILLING SERVICE	03/19/26	32490	$ 1,371.25
BRENHAM TECHNICAL SERVICES	03/19/26	32492	$ 145.00
GRIMCO	03/19/26	32493	$ 207.08
NORTHERN SAFETY CO., INC	03/19/26	32494	$ 345.69
NORTHERN SAFETY CO., INC	03/19/26	32495	$ 141.84
ANGELO, VALERIE	03/19/26	32497	$ 453.80
EAG FORD NAVASOTA	03/19/26	32499	$ 4,503.98
KIMBALL MIDWEST	03/19/26	32500	$ 863.31
SOUTHERN TIRE MART	03/19/26	32501	$ 1,118.98
SOUTHERN TIRE MART	03/19/26	32502	$ 4,059.88
ALSCO	03/19/26	32503	$ 343.73
UES PROFESSIONAL SOLUTIONS 44	03/19/26	32504	$ 1,760.00
NETPROTEC LLC	03/19/26	32505	$ 600.00
TYLER TECHNOLOGIES, INC	03/19/26	32506	$ 26,400.00
DELL MARKETING L.P	03/19/26	32507	$ 55,148.90
WAUKESHA-PEARCE INDUSTRIES, LLC	03/19/26	32508	$ 675.00
TEXAS DEPARTMENT OF STATE HEALTH SERVICES	03/19/26	32509	$ 258.03
TEXAS PRIDE DISPOSAL	03/19/26	32510	$ 47.18
THE HOME DEPOT	03/19/26	32511	$ 2,100.12
TEXAS ASSOCIATION OF COUNTIES	03/19/26	32512	$ 45.00
TEXAS ASSOCIATION OF COUNTIES	03/19/26	32513	$ 45.00
TEXAS ASSOCIATION OF COUNTIES	03/19/26	32514	$ 70.00
TEXAS ASSOCIATION OF COUNTIES	03/19/26	32515	$ 45.00
JENKINS INVESTIGATIONS	03/19/26	32516	$ 1,000.00
CARBIDE TOOLING INDUSTRIAL SUPPLY	03/19/26	32517	$ 202.08
SPARKLIGHT	03/19/26	32518	$ 581.00
SPARKLIGHT	03/19/26	32519	$ 581.00
ZAVALA, IRMA	03/19/26	32520	$ 545.00
QUADIENT	03/19/26	32521	$ 59.15
THE WALLER COUNTY EXPRESS	03/19/26	32522	$ 81.00
TEXAS ASSOCIATION OF COUNTIES	03/19/26	32523	$ 200.00
INGRAM	03/19/26	32524	$ 207.02
INGRAM	03/19/26	32525	$ 247.49
MARCH, MATTHEW	03/19/26	32526	$ 129.78
MARCH, MATTHEW	03/19/26	32527	$ 31.18
MARCH, MATTHEW	03/19/26	32528	$ 68.88
ATRON SOLUTIONS, LLC	03/19/26	32529	$ 12,452.78
CIRRO ENERGY	03/19/26	32530	$ 50.19
RECOVERY MONITORING	03/19/26	32531	$ 168.00
KYLE OFFICE PRODUCTS	03/19/26	32532	$ 275.00
LIBRARICA LLC	03/19/26	32533	$ 476.70
VRF SERVICES OF TEXAS	03/19/26	32534	$ 1,843.56
VRF SERVICES OF TEXAS	03/19/26	32535	$ 3,599.71
MARCH, MATTHEW	03/19/26	32536	$ 227.00
PACHECO, EMILY	03/19/26	32537	$ 916.00
TRINITY GROUP SERVICES, INC.	03/19/26	32538	$ 6,051.72

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Vendors	Date Registered	Reg #	Amount Registered
WALLER COUNTY FEED	03/19/26	32539	$ 98.00
TEXAS ASSOCIATION OF COUNTIES	03/19/26	32540	$ 45.00
HOMETOWN HARDWARE	03/19/26	32541	$ 34.96
HOMETOWN HARDWARE	03/19/26	32542	$ 21.99
HOMETOWN HARDWARE	03/19/26	32543	$ 93.10
HOMETOWN HARDWARE	03/19/26	32544	$ 14.93
PCN STRATEGIES	03/19/26	32545	$ 745.50
WILSON BAUHAUS INTERIORS	03/19/26	32546	$ 2,082.51
WILSON BAUHAUS INTERIORS	03/19/26	32547	$ 3,249.61
WILSON BAUHAUS INTERIORS	03/19/26	32548	$ 10,837.38
AUSTIN COUNTY GLASS	03/19/26	32549	$ 5,960.00
SAN BERNARD ELECTRIC CO-OP	03/19/26	32551	$ 110.00
SAN BERNARD ELECTRIC CO-OP	03/19/26	32552	$ 562.85
SAN BERNARD ELECTRIC CO-OP	03/19/26	32553	$ 13,895.96
SAN BERNARD ELECTRIC CO-OP	03/19/26	32554	$ 200.80
SAN BERNARD ELECTRIC CO-OP	03/19/26	32555	$ 243.52
SAN BERNARD ELECTRIC CO-OP	03/19/26	32556	$ 544.66
SAN BERNARD ELECTRIC CO-OP	03/19/26	32557	$ 246.24
SAN BERNARD ELECTRIC CO-OP	03/19/26	32558	$ 385.53
SAN BERNARD ELECTRIC CO-OP	03/19/26	32559	$ 1,481.28
SAN BERNARD ELECTRIC CO-OP	03/19/26	32560	$ 399.08
DYNAMIC MOTORS AUTO REPAIR LLC	03/19/26	32561	$ 789.50
DYNAMIC MOTORS AUTO REPAIR LLC	03/19/26	32562	$ 110.00
DYNAMIC MOTORS AUTO REPAIR LLC	03/19/26	32563	$ 216.04
HD SUPPLY FACILITIES MAINTENCE, LTD.	03/19/26	32564	$ 476.75
VERIZON	03/19/26	32565	$ 199.95
AMERICAN PATRIOT INDUSTRIES	03/19/26	32566	$ 2,178.83
PRECISION PRINTING	03/19/26	32567	$ 111.52
PRECISION PRINTING	03/19/26	32568	$ 48.63
PRECISION PRINTING	03/19/26	32569	$ 21.50
PRECISION PRINTING	03/19/26	32570	$ 55.89
PRECISION PRINTING	03/19/26	32571	$ 248.36
PRECISION PRINTING	03/19/26	32572	$ 30.00
O'REILLY AUTO PARTS	03/19/26	32573	$ 475.14
O'REILLY AUTO PARTS	03/19/26	32574	$ 7.26
SOUTHERN TIRE MART	03/19/26	32575	$ 1,730.52
ON YOUR WAY STORAGE	03/19/26	32576	$ 255.00
DEPARTMENT OF INFORMATION RESOURCES	03/23/26	32577	$ 458.95
TEXAS ASSOCIATION OF COUNTIES	03/23/26	32578	$ 70.00
AMERICAN PATRIOT INDUSTRIES	03/23/26	32579	$ 1,156.53
QUILL COROPORATION	03/23/26	32580	$ 53.19
QUILL COROPORATION	03/23/26	32581	$ 13.99
QUILL COROPORATION	03/23/26	32582	$ 139.90
QUILL COROPORATION	03/23/26	32583	$ 5.07
QUILL COROPORATION	03/23/26	32584	$ 35.68
QUILL COROPORATION	03/23/26	32585	$ 154.99
QUILL COROPORATION	03/23/26	32586	$ 99.99
QUILL COROPORATION	03/23/26	32587	$ 31.49
1488 AUTO	03/23/26	32588	$ 115.00
1488 AUTO	03/23/26	32589	$ 115.00
1488 AUTO	03/23/26	32590	$ 115.00
BILL'S TIRE COMPANY	03/23/26	32591	$ 43.50
BILL'S TIRE COMPANY	03/23/26	32592	$ 87.00
BILL'S TIRE COMPANY	03/23/26	32593	$ 55.00
BILL'S TIRE COMPANY	03/23/26	32594	$ 43.50
BILL'S TIRE COMPANY	03/23/26	32595	$ 43.50
BILL'S TIRE COMPANY	03/23/26	32596	$ 43.50
BILL'S TIRE COMPANY	03/23/26	32597	$ 87.00
BILL'S TIRE COMPANY	03/23/26	32598	$ 174.00
BILL'S TIRE COMPANY	03/23/26	32599	$ 19.50
BILL'S TIRE COMPANY	03/23/26	32600	$ 217.50
BILL'S TIRE COMPANY	03/23/26	32601	$ 19.50
BILL'S TIRE COMPANY	03/23/26	32602	$ 43.50
BILL'S EXPRESS LUBE	03/23/26	32603	$ 92.95
BILL'S EXPRESS LUBE	03/23/26	32604	$ 80.95
BILL'S EXPRESS LUBE	03/23/26	32605	$ 87.95
BILL'S EXPRESS LUBE	03/23/26	32606	$ 80.95
BILL'S EXPRESS LUBE	03/23/26	32607	$ 80.95
BILL'S EXPRESS LUBE	03/23/26	32608	$ 80.95
WILLIAMS MITIGATION AND CONSULTING LLC	03/23/26	32609	$ 1,260.00
RAVEN MECHANICAL	03/23/26	32610	$ 1,515.00
RAVEN MECHANICAL	03/23/26	32611	$ 2,155.00
GRAINGER	03/23/26	32612	$ 643.26
INNOVATIVE COMMUNICATION SYSTEMS	03/23/26	32613	$ 405.00
INNOVATIVE COMMUNICATION SYSTEMS	03/23/26	32614	$ 876.00
INNOVATIVE COMMUNICATION SYSTEMS	03/23/26	32615	$ 175.00

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Vendors	Date Registered	Reg #	Amount Registered
WALLER COUNTY PAINT & BODY SHOP & STORAGE	03/23/26	32616	$ 1,619.30
WALLER COUNTY PAINT & BODY SHOP & STORAGE	03/23/26	32617	$ 112.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	03/23/26	32618	$ 112.00
WALLER COUNTY PAINT & BODY SHOP & STORAGE	03/23/26	32619	$ 798.49
HOMETOWN HARDWARE	03/23/26	32620	$ 12.99
HOMETOWN HARDWARE	03/23/26	32621	$ 410.29
SCHMIDT FUNERAL HOME	03/23/26	32622	$ 1,125.00
DOUBLE TREE	03/23/26	32623	$ 1,284.26
NAFI	03/23/26	32624	$ 1,039.00
HENSLEY, DEAN	03/23/26	32625	$ 348.77
CANTRELL, BRIAN	03/23/26	32626	$ 816.80
NOEL, TIFFANY	03/23/26	32627	$ 283.11
TEXAS ASSOCIATION OF COUNTIES	03/23/26	32628	$ 70.00
FENIEX	03/23/26	32629	$ 499.00
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY	03/23/26	32630	$ 870.00
PERDUE BRANDON FIELDER COLLINS & MOTT LLP	03/23/26	32631	$ 2,922.34
AMAZON CAPITAL SERVICES	03/23/26	32632	$ (124.00)
AMAZON CAPITAL SERVICES	03/23/26	32633	$ 149.00
MEWIS, TONYA	03/23/26	32634	$ 724.00
WARREN, Z'AUNDRIA	03/23/26	32635	$ 82.65
HESTER, JOE	03/23/26	32636	$ 288.00
HESTER, JOE	03/23/26	32637	$ 288.00
XEROX CORPORATION	03/23/26	32638	$ 201.49
SOUTH TEXAS COUNTY JUDGES AND COMMISSIONERS ASSOCIATION	03/23/26	32639	$ 300.00
ASCO EQUIPMENT	03/23/26	32640	$ 292.31
ODP BUSINESS SOLUTIONS, LLC	03/23/26	32641	$ 194.75
ODP BUSINESS SOLUTIONS, LLC	03/23/26	32643	$ 89.98
ODP BUSINESS SOLUTIONS, LLC	03/23/26	32644	$ 14.49
ODP BUSINESS SOLUTIONS, LLC	03/23/26	32645	$ 295.20
ODP BUSINESS SOLUTIONS, LLC	03/23/26	32646	$ 53.98
ODP BUSINESS SOLUTIONS, LLC	03/23/26	32647	$ 107.05
ODP BUSINESS SOLUTIONS, LLC	03/23/26	32648	$ 1,080.31
ODP BUSINESS SOLUTIONS, LLC	03/23/26	32649	$ 136.69
ODP BUSINESS SOLUTIONS, LLC	03/23/26	32650	$ 79.99
ODP BUSINESS SOLUTIONS, LLC	03/23/26	32651	$ 70.39
ALSCO	03/23/26	32652	$ 351.16
ALSCO	03/23/26	32653	$ 72.03
QUADIENT FINANCE USA, INC.	03/23/26	32654	$ 2,100.00
QUADIENT FINANCE USA, INC.	03/23/26	32655	$ 98.64
HR GREEN	03/23/26	32656	$ 56,750.50
VOLKERT, INC	03/23/26	32657	$ 9,378.65
COBB, FENDLEY & ASSOCIATES INC	03/23/26	32658	$ 704.70
COBB, FENDLEY & ASSOCIATES INC	03/23/26	32659	$ 2,818.80
HALFF	03/23/26	32660	$ 5,271.86
O'REILLY AUTO PARTS	03/23/26	32661	$ (22.00)
O'REILLY AUTO PARTS	03/23/26	32662	$ 456.84
O'REILLY AUTO PARTS	03/23/26	32663	$ 8.45
O'REILLY AUTO PARTS	03/23/26	32664	$ 63.98
O'REILLY AUTO PARTS	03/23/26	32665	$ 4.30
O'REILLY AUTO PARTS	03/23/26	32666	$ 233.20
O'REILLY AUTO PARTS	03/23/26	32667	$ 31.99
O'REILLY AUTO PARTS	03/23/26	32668	$ 28.72
TEXAS STAR TRANSPORT, LLC	03/24/26	32669	$ 2,264.22
TEXAS STAR TRANSPORT, LLC	03/24/26	32670	$ 829.39
TEXAS STAR TRANSPORT, LLC	03/24/26	32671	$ 3,209.20
TEXAS STAR TRANSPORT, LLC	03/24/26	32672	$ 1,542.24
TEXAS STAR TRANSPORT, LLC	03/24/26	32673	$ 2,524.42
TEXAS STAR TRANSPORT, LLC	03/24/26	32674	$ 1,566.81
TEXAS STAR TRANSPORT, LLC	03/24/26	32675	$ 3,342.79
TEXAS STAR TRANSPORT, LLC	03/24/26	32676	$ 3,301.82
TEXAS STAR TRANSPORT, LLC	03/24/26	32677	$ 3,226.53
TEXAS STAR TRANSPORT, LLC	03/24/26	32678	$ 3,047.31
TEXAS STAR TRANSPORT, LLC	03/24/26	32679	$ 3,214.57
TEXAS STAR TRANSPORT, LLC	03/24/26	32680	$ 3,029.98
TEXAS STAR TRANSPORT, LLC	03/24/26	32681	$ 3,231.89
NAPA AUTO PARTS	03/24/26	32682	$ (1,800.00)
NAPA AUTO PARTS	03/24/26	32683	$ 1,319.44
NAPA AUTO PARTS	03/24/26	32684	$ 26.25
NAPA AUTO PARTS	03/24/26	32685	$ 457.24
BLUEBONNET HERB FARM	03/24/26	32686	$ 315.00
HOMETOWN HARDWARE	03/24/26	32687	$ 43.76
HOMETOWN HARDWARE	03/24/26	32688	$ 26.58
HOMETOWN HARDWARE	03/24/26	32689	$ 5.97
HOMETOWN HARDWARE	03/24/26	32690	$ 222.39
HOMETOWN HARDWARE	03/24/26	32691	$ 15.98
HOMETOWN HARDWARE	03/24/26	32692	$ 314.85

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Vendors	Date Registered	Reg #	Amount Registered
FORD, RUSSELL	03/24/26	32693	$ 506.15
FORD, RUSSELL	03/24/26	32694	$ 877.18
SCHERFF, ALLEN	03/24/26	32695	$ 176.13
MEWIS, TOYNA	03/24/26	32696	$ 925.09
XPERNET SERVICES	03/24/26	32697	$ 756.16
XPERNET SERVICES	03/24/26	32698	$ 31,375.00
XPERNET SERVICES	03/24/26	32699	$ 4,600.00
XPERNET SERVICES	03/24/26	32700	$ 7,582.00
EAG CHRYSLER DODGE JEEP RAM NAVASOTA	03/24/26	32701	$ 301.60
DELL MARKETING L.P	03/24/26	32702	$ 4,335.00
SCHMIDT FUNERAL HOME	03/24/26	32703	$ 1,175.00
CLEVELAND ASPHALT PRODUCTS, INC	03/24/26	32704	$ 14,375.00
CLEVELAND ASPHALT PRODUCTS, INC	03/24/26	32705	$ 13,821.50
CCR PROMOTIONS INC SHIRTS CAPS & MORE	03/24/26	32706	$ 1,937.98
GREAT SOUTHERN STABILIZED, LLC	03/24/26	32707	$ 721.41
KING RANCH AG & TURF	03/24/26	32708	$ 996.29
MR WINDSHIELD	03/24/26	32709	$ 583.81
MR WINDSHIELD	03/24/26	32710	$ 583.81
MR WINDSHIELD	03/24/26	32711	$ 531.59
MR WINDSHIELD	03/24/26	32712	$ 317.62
MR WINDSHIELD	03/24/26	32713	$ 59.95
PETROLEUM TRADERS CORPORATION	03/24/26	32714	$ 23,816.84
PINNACLE MEDICAL MANAGEMENT	03/25/26	32715	$ 680.00
DVL ENTERPRISES LLC	03/25/26	32716	$ 118,582.65
UES PROFESSIONAL SOLUTIONS 44	03/25/26	32717	$ 4,243.00
XEROX CORPORATION	03/25/26	32718	$ 240.00
EDMINSTER HINSHAW RUSS & ASSOC	03/25/26	32719	$ 150,147.75
MIRANDA, ADELAIDA	03/25/26	32720	$ 85.00
WALLER COUNTY TAX OFFICE	03/25/26	32721	$ 7.50
GOVERNMENT FORMS AND SUPPLIES	03/25/26	32722	$ 450.90
OMNIBASE SERVICES OF TEXAS, LP	03/25/26	32723	$ 24.00
OMNIBASE SERVICES OF TEXAS, LP	03/25/26	32724	$ 18.00
AT&T	03/25/26	32725	$ 207.71
DIRECT ENERGY BUSINESS	03/25/26	32726	$ 1,626.33
DIRECT ENERGY BUSINESS	03/25/26	32727	$ 139.40
DIRECT ENERGY BUSINESS	03/25/26	32728	$ 91.78
DIRECT ENERGY BUSINESS	03/25/26	32729	$ 20.00
DIRECT ENERGY BUSINESS	03/25/26	32730	$ 523.92
DIRECTV	03/25/26	32731	$ 265.64
VERIZON	03/25/26	32732	$ 299.00
TRACK GROUP	03/26/26	32733	$ 191.25
HARDY, CHARLESTON	03/26/26	32734	$ 40.58
ANGELO, VALERIE	03/26/26	32735	$ 24.35
COP STOP	03/26/26	32736	$ 1,158.00
COMMAND COMMUNICATIONS	03/26/26	32737	$ 25,880.79
C&C SPORTS & APPAREL	03/26/26	32738	$ 590.00
SCHERFF, ALLEN	03/26/26	32739	$ 111.00
THOMSON REUTERS	03/26/26	32740	$ 230.00
CANON FINANCIAL SERVICES, INC.	03/26/26	32741	$ 461.91
HD SUPPLY FACILITIES MAINTENCE, LTD.	03/26/26	32742	$ 827.92
TRINITY GROUP SERVICES, INC.	03/26/26	32743	$ 6,093.97
WALLER COUNTY FEED	03/26/26	32744	$ 90.58
ROCA CLEANING SERVICES	03/26/26	32745	$ 450.00
ROCA CLEANING SERVICES	03/26/26	32746	$ 450.00
REIMER, SHARON	03/26/26	32747	$ 300.00
NICHOLS, ANGELA	03/26/26	32748	$ 350.00
HENSLEY, DEAN	03/26/26	32749	$ 45.47
EPOLICE SUPPLY	03/26/26	32750	$ 988.00
WALLER COUNTY CHILD WELFARE CHARITY	03/26/26	32751	$ 30,000.00
EDMONDS INSURANCE AGENCY	03/26/26	32752	$ 1,600.00
EDMONDS INSURANCE AGENCY	03/26/26	32753	$ 50.00
INNOVATIVE COMMUNICATION SYSTEMS	03/26/26	32754	$ 348.31
INNOVATIVE COMMUNICATION SYSTEMS	03/26/26	32755	$ 327.16
INNOVATIVE COMMUNICATION SYSTEMS	03/26/26	32756	$ 253.26
WINSLOW, DEBBIE	03/26/26	32757	$ 150.82
QUILL COROPORATION	03/26/26	32758	$ 46.72
QUILL COROPORATION	03/26/26	32759	$ 64.58
QUILL COROPORATION	03/26/26	32760	$ 176.38
QUILL COROPORATION	03/26/26	32761	$ 12.49
QUILL COROPORATION	03/26/26	32762	$ 103.54
QUILL COROPORATION	03/26/26	32763	$ 249.99
QUILL COROPORATION	03/26/26	32764	$ 31.49
QUILL COROPORATION	03/26/26	32765	$ 133.26
EDMONDS INSURANCE AGENCY	03/26/26	32766	$ 50.00
EDMONDS INSURANCE AGENCY	03/26/26	32767	$ 1,400.00
GULLO COMMERCIAL CONSTRUCTION LLC	03/26/26	32768	$ 348,728.52

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Vendors	Date Registered	Reg #	Amount Registered
NAPA AUTO PARTS	03/26/26	32770	$ 189.99
NAPA AUTO PARTS	03/26/26	32771	$ 710.23
NAPA AUTO PARTS	03/26/26	32772	$ 257.03
NAPA AUTO PARTS	03/26/26	32773	$ 36.66
NAPA AUTO PARTS	03/26/26	32774	$ 118.96
KARSTADT, WAYNE	03/26/26	32775	$ 528.28
TEDSI INFRASTRUCTURE GROUP	03/26/26	32776	$ 48,530.09
KIMLEY-HORN AND ASSOCIATED, INC	03/26/26	32777	$ 71,192.53
SAN BERNARD ELECTRIC CO-OP	03/26/26	32778	$ 456.91
TREVIPAY	03/30/26	32779	$ 88.40
TREVIPAY	03/30/26	32780	$ 576.92
VOYAGER	03/30/26	32781	$ 55,611.69
US BANK	03/30/26	32782	$ 1,951.67
CITY OF PRAIRIE VIEW	03/30/26	32783	$ 42.20
LIBERTY TIRE RECYCLING, LLC	03/30/26	32784	$ 462.42
RICOH USA INC.	03/30/26	32785	$ 130.12
TEXAS STAR TRANSPORT, LLC	03/30/26	32786	$ 3,217.39
TEXAS STAR TRANSPORT, LLC	03/30/26	32787	$ 1,674.54
TEXAS STAR TRANSPORT, LLC	03/30/26	32788	$ 1,662.25
TEXAS STAR TRANSPORT, LLC	03/30/26	32789	$ 3,139.29
TEXAS STAR TRANSPORT, LLC	03/30/26	32790	$ 3,091.09
TEXAS STAR TRANSPORT, LLC	03/30/26	32791	$ 3,208.26
TEXAS STAR TRANSPORT, LLC	03/30/26	32792	$ 2,383.91
TEXAS STAR TRANSPORT, LLC	03/30/26	32793	$ 3,091.10
TEXAS STAR TRANSPORT, LLC	03/30/26	32794	$ 3,142.43
TEXAS STAR TRANSPORT, LLC	03/30/26	32795	$ 3,043.53
TEXAS STAR TRANSPORT, LLC	03/30/26	32796	$ 3,046.05
TEXAS STAR TRANSPORT, LLC	03/30/26	32797	$ 3,196.62
O'REILLY AUTO PARTS	03/30/26	32798	$ 12.99
O'REILLY AUTO PARTS	03/30/26	32799	$ 10.58
O'REILLY AUTO PARTS	03/30/26	32800	$ 80.50
O'REILLY AUTO PARTS	03/30/26	32801	$ 33.80
O'REILLY AUTO PARTS	03/30/26	32802	$ 46.75
O'REILLY AUTO PARTS	03/30/26	32803	$ 6.79
O'REILLY AUTO PARTS	03/30/26	32804	$ 7.27
O'REILLY AUTO PARTS	03/30/26	32805	$ (351.78)
O'REILLY AUTO PARTS	03/30/26	32806	$ (8.45)
O'REILLY AUTO PARTS	03/30/26	32807	$ 158.08
HOMETOWN HARDWARE	03/30/26	32808	$ 39.98
HOMETOWN HARDWARE	03/30/26	32809	$ 638.99
HOMETOWN HARDWARE	03/30/26	32810	$ 37.26
HOMETOWN HARDWARE	03/30/26	32811	$ 167.90
HOMETOWN HARDWARE	03/30/26	32812	$ 111.94
HOMETOWN HARDWARE	03/30/26	32813	$ 55.74
STEPHENS & FLOWERS FUNERALS & CREMATIONS	03/30/26	32814	$ 1,750.00
WILEY, ROBYN	03/30/26	32815	$ 175.00
SWANK MOVIE LICENSING USA	03/30/26	32816	$ 520.00
TURNER, PIERCE & FULTZ, INC	03/30/26	32817	$ 34.00
MUSTANG CAT	03/30/26	32818	$ 1,778.10
MUSTANG CAT	03/30/26	32819	$ 46.02
GREAT SOUTHERN STABILIZED, LLC	03/30/26	32820	$ 3,301.91
GREAT SOUTHERN STABILIZED, LLC	03/30/26	32821	$ 994.70
WALLER COUNTY ASPHALT	03/30/26	32822	$ 25,254.84
WALLER COUNTY ASPHALT	03/30/26	32823	$ 20,850.96
WAKEFIELD BRIDGE, INC.	03/30/26	32824	$ 5,000.00
AC CAMPBELL	03/31/26	32825	$ 4,000.00
TEXAS PATCHER	03/31/26	32826	$ 368.00
STRIPES & STOPS COMPANY, INC.	03/31/26	32827	$ 4,000.00
STRIPES & STOPS COMPANY, INC.	03/31/26	32828	$ 4,000.00
ASCO EQUIPMENT	03/31/26	32829	$ 359.35
PREFERRED PIPE DISTRIBUTORS LLC	03/31/26	32830	$ 3,600.00
PREFERRED PIPE DISTRIBUTORS LLC	03/31/26	32831	$ 1,800.00
NORTHERN SAFETY CO., INC	03/31/26	32832	$ 137.56
ALSCO	03/31/26	32833	$ 349.85
CINTAS	03/31/26	32834	$ 84.99
LANE, DAVID	03/31/26	32835	$ 150.00
RYAN, ANDREA	03/31/26	32836	$ 150.00
ZAVALA, IRMA	03/31/26	32837	$ 545.00
XEROX CORPORATION	03/31/26	32838	$ 204.85
XEROX CORPORATION	03/31/26	32839	$ 657.21
XEROX CORPORATION	03/31/26	32840	$ 194.01
XEROX CORPORATION	03/31/26	32841	$ 289.52
XEROX CORPORATION	03/31/26	32842	$ 301.31
XEROX CORPORATION	03/31/26	32843	$ 335.17
XEROX CORPORATION	03/31/26	32844	$ 158.58
AT&T	03/31/26	32845	$ 3,008.81

Treasurer's Record of Unpaid Claims	As of	3/31/2026	
Vendors	Date Registered	Reg #	Amount Registered
US BANK	03/31/26	32846	$ 984.98
WALLER COUNTY FEED	03/31/26	32847	$ 222.41
LINKTAS LLC	03/31/26	32848	$ 125.00
JENKINS INVESTIGATIONS	03/31/26	32849	$ 1,500.00
MARCH, MATTHEW	03/31/26	32850	$ 50.00
PIERCE, CHERYL	03/31/26	32851	$ 226.20
TRINICOM COMMUNICATIONS, LLC	03/31/26	32852	$ 234.09
TRINICOM COMMUNICATIONS, LLC	03/31/26	32853	$ 107.49
TRINICOM COMMUNICATIONS, LLC	03/31/26	32854	$ 53.74
TRINITY GROUP SERVICES, INC.	03/31/26	32855	$ 6,282.59
TRINITY GROUP SERVICES, INC.	03/31/26	32856	$ 2,309.07
TRINITY GROUP SERVICES, INC.	03/31/26	32857	$ 250.24
WILSON, CYNTHIA	03/31/26	32858	$ 129.80
MEWIS, TONYA	03/31/26	32859	$ 113.75
ARIA SIGN & DESIGN	03/31/26	32860	$ 79,800.00
LDD BLUELINE	03/31/26	32861	$ 3,712.50
LDD BLUELINE	03/31/26	32862	$ 2,812.50
LDD BLUELINE	03/31/26	32863	$ 567.34
CITY ELECTRIC SUPPLY	03/31/26	32864	$ 370.05
ALPHAGRAPHICS	03/31/26	32865	$ 606.00
TYLER TECHNOLOGIES, INC	03/31/26	32866	$ 1,600.00
ASCO EQUIPMENT	03/31/26	32867	$ 9,388.59
PATTISON WATER SUPPLY CORP	03/31/26	32868	$ 1,750.00
AMAZON CAPITAL SERVICES	03/31/26	32869	$ 126.64
CONSOLIDATED COMMUNICATIONS	03/31/26	32870	$ 80.51
TOTAL UNPAID			**$ 3,036,958.25**

74-215
(2-06)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Quarter

1	2	3	4

Item 8.

QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS

– Texas Government Code 61.0015 –

COMPTROLLER USE ONLY

AGY	COBJ	TC	FUND	AY	PCA	APPROVAL	DOCUMENT NUMBER	DOCUMENT AMOUNT
241	7612	225	0328	24	04885			

County name/address for warrant or direct deposit notification

Liz Pirkle
Waller County District Clerk
836 Austin St, Rm 318
Hempstead, Texas 77445-4673

County taxpayer identification number: 17460010790

Mail code: 001

Please Email Completed Form & supporting documentation to:
jud123@cpa.texas.gov

Questions:
Call 800-531-5441, Ext. 6-5985

THIS SECTION TO BE COMPLETED BY COUNTY

JUROR PAYMENT REIMBURSEMENT REQUEST

CALENDAR CLAIM QUARTER	CLAIM DUE BY	CLAIM WILL BE PAID BY	AMOUNT REQUESTED
Q1 Jan 1 to March 31 2025	April 18, 2025	May 16, 2025	$6,190.00

Per instructions on reverse side, please attach supporting documentation with this request for payment.

COUNTY CERTIFICATION

I, Garbett "Trey" Duhon (PRINT NAME), the authorized official of the Commissioner's Court of Waller County hereby certify that the amounts requested are due and payable pursuant to Section 61.0015 (b) of the Government Code and are to the best of my knowledge true and correct.

sign here	Authorized Official/Commissioner's Court	Title	Date

COUNTY CONTACT INFORMATION

Person to contact regarding information on this form Name & Title	Contact E-mail	Contact Phone Number
Mariah Perez Asst. Auditor	Mariah.perez@wallercounty.us	(979) 826-7740

COMPTROLLER'S JUDICIARY SECTION APPROVAL

I approve this request for payment and to the best of my knowledge this request for payment is true and correct. This payment complies with Section 61.0015 of the Texas Government Code.

☐ Direct deposit ☐ Check enclosed

Audited by:	Date

SEE REVERSE SIDE FOR PROCEDURES AND FURTHER INSTRUCTIONS

CLAIM INSTRUCTIONS FOR REIMBURSEMENT OF JUROR PAYMENTS

1. The total amount of this reimbursement claim should correspond with the supporting documentation total attached to this request for payment. Incomplete supporting documentation may delay reimbursement.

2. Per Texas Government Code 61.0015, this quarterly reimbursement request should only include the $14.00 first day & $52.00 daily reimbursement beginning on the second day of service, to each juror that has served in the county.

3. If your county does not have any Jury activity for the quarter, claim forms are not required to be submitted.

4. If available funds are not sufficient to reimburse the total quarterly requests, all counties will be reimbursed an equal percentage. Requests that are received late will be paid at that same percentage.

5. Any unpaid balances from a previous quarter will be paid before a subsequent quarterly reimbursement is calculated for payment.

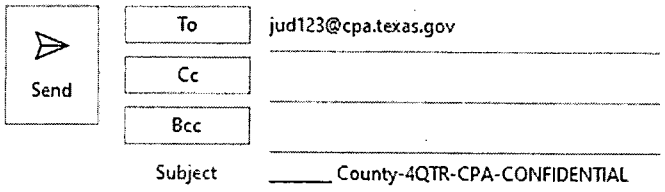
6. Quarterly requests that are not received by the deadline will be paid with the next quarter requests.

7. Warrants and direct deposit notifications are mailed to the address on the front. Any corrections and/or changes should be made on this form for our records to be updated.

8. An authorized official of the Commissioner's Court must certify this request. Please enter the county contact, email address and phone number below the certification signature.

9. Please email the juror request form along with the supporting documentation, on or before the date listed under "Claim due by", to the Comptroller's Judiciary Section's inbox Jud123@cpa.texas.gov.

***Please include the following information on the Subject Line of the email:**
County Name, Quarter, CPA-Confidential confidential (See example below)



10. If the county is not able to email the juror requests, please proceed to mail the completed juror request form along with the supporting documentation postmarked on or before the date listed under "Claim due by", to the Comptroller's Judiciary Section's inbox.

To prevent possible duplicate payments; please submit juror requests via email or to the mailing address, not both methods.

Questions? Call 800-531-5441, Ext. 6-5985 or email noted above.

Mailing address:
Comptroller's Judiciary Section
P. O. Box 13528
Austin, Texas 78711-3528

74-215
(2-16)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Quarter

(1) 2 3 4

QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS
– Texas Government Code 61.0015 –

SUPPORTING DOCUMENTATION

Supporting Documentation

County Name	Quarterly Date Range	Grand Total Amount Requested
Waller	January 1, 2026 – March 31, 2026	

	First Original Service Date	Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day & Addt'l days/$52.00	
Jury Type →		Grand Jury					
1	07/21/2025	STEPHAINE DAWN HENDRIX	7	406.00	1	6	326.00
2	07/21/2025	LAN ZHANG	2	116.00	1	1	66.00
3	07/21/2025	ELOISE DELGADO DUENAS	5	290.00	1	4	222.00
4	07/21/2025	KURT ROBERT NELSON	6	348.00	1	5	274.00
5	07/21/2025	AHMED ELBESS	4	232.00	1	3	170.00
6	07/21/2025	JAMES PAUL MEREDITH	6	348.00	1	5	274.00
7	07/21/2025	FREDDY ADOLFO SIMMONDS	5	290.00	1	4	222.00
8	07/21/2025	SHARON SUE COLE	5	290.00	1	4	222.00
9	07/21/2025	KENNETH MICHAEL WETHINGTON	7	406.00	1	6	326.00
10	07/21/2025	CHRISTOPHER PAUL SANDOVAL	6	348.00	1	5	274.00
11	07/21/2025	DIANE SHERIDAN MUNSON	7	406.00	1	6	326.00
12	07/21/2025	LASANDRA STEPHAINE JAMES	5	290.00	1	4	222.00
13	07/21/2025	COURTNEY PROVENCE HEEDLES	2	116.00	1	1	66.00
14	07/21/2025	ANDREW JAMES HEBER	3	174.00	1	2	118.00
15	07/21/2025	SHARA AMMEN NGUYEN	3	174.00	1	2	118.00
16	07/21/2025	JANICE ISELT SCHULZE	7	406.00	1	6	326.00
17	01/23/2026	JOHN JOE GARCIA	1	20.00	1	0	14.00
18	01/23/2026	GUSTAVO REYES	1	20.00	1	0	14.00
19	01/23/2026	JOHN JACOB JR LUDWICK	1	20.00	1	0	14.00
20	01/23/2026	LOREENE F TAYLOR	1	20.00	1	0	14.00
21	01/23/2026	COURTNEY MICHELLE KLEFSTAD	1	20.00	1	0	14.00
22	01/23/2026	CALEB MICHAEL HENRY	1	20.00	1	0	14.00
23	01/23/2026	MISHA BHATIA	1	20.00	1	0	14.00
24	01/23/2026	SHERI JEAN BOEHNKE	1	20.00	1	0	14.00
25	01/23/2026	CAROLYN BRADLEY COLLMORGEN	1	20.00	1	0	14.00
26	01/23/2026	ROBERT VICTOR SUNTYCH	1	20.00	1	0	14.00
27	01/23/2026	GERARDO D NOVELO	1	20.00	1	0	14.00
28	01/23/2026	CHRISTOPHER SCOTT BOWMAN	1	20.00	1	0	14.00
29	01/23/2026	CHARLIE JOE PRUITT	1	20.00	1	0	14.00
30	01/23/2026	MARIE NEUMAN GRAY	1	20.00	1	0	14.00
							420.00

74-215
(2-16)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Quarter

(1) 2 3 4

QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS
– Texas Government Code 61.0015 –

SUPPORTING DOCUMENTATION

Supporting Documentation

County Name	Quarterly Date Range	Grand Total Amount Requested
Waller	January 1, 2026 – March 31, 2026	

First Original Service Date		Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day & Addt'l days/$52.00	
Jury Type →		Grand Jury					
1	01/23/2026	BEVERLY GAIL THOMAS	1	20.00	1	0	14.00
2	01/23/2026	PAMELA RAE BATES	1	20.00	1	0	14.00
3	01/23/2026	ASHTON CADE LINTNER	1	20.00	1	0	14.00
4	01/23/2026	CHEIKH AGYEMAN JACKSON	1	20.00	1	0	14.00
5	01/23/2026	ROGELIO HERRERA	1	20.00	1	0	14.00
6	01/23/2026	LAUREN MICHELLE FRANCONE	1	20.00	1	0	14.00
7	01/23/2026	MARTHA KATHERINE SIEGERT	1	20.00	1	0	14.00
8	01/23/2026	TIFFANY RENEE NOEL	1	20.00	1	0	14.00
9	01/23/2026	JOHN KURIHARA	1	20.00	1	0	14.00
10	01/23/2026	ASHLEY LORRAINE KROLCZYK	1	20.00	1	0	14.00
11	01/23/2026	DAMIAN BAIN SAUL	1	20.00	1	0	14.00
12	01/23/2026	JAYSON ARON MAJANO	1	20.00	1	0	14.00
13	01/23/2026	DAVID DWAYNE SAUCIER	1	20.00	1	0	14.00
14	01/23/2026	RAMONA HERNANDEZ AMADOR	1	20.00	1	0	14.00
15	01/23/2026	KATHRYN LYNELL MATHES	1	20.00	1	0	14.00
16	01/23/2026	CAROL ANN HEARN	1	20.00	1	0	14.00
17	01/23/2026	CHRISTOPHER JOHN LANGAN	1	20.00	1	0	14.00
18	01/23/2026	MICHAEL CHARLES DUGAN	1	20.00	1	0	14.00
19	01/23/2026	RACHEL LOUISE CLAIRDAY	1	20.00	1	0	14.00
20	01/23/2026	MEA KESHA WILLIAMS	1	20.00	1	0	14.00
21	01/23/2026	KELLY LEE DANFORD	1	20.00	1	0	14.00
22	01/23/2026	AUSTEN TRENT SANCHEZ	1	20.00	1	0	14.00
23	01/23/2026	KELLY JO WILSON	1	20.00	1	0	14.00
24	01/23/2026	JOSEPH CHRISTIAN SIMPSON	1	20.00	1	0	14.00
25	01/23/2026	OSCAR ANTONIO SANCHEZ GAUD	1	20.00	1	0	14.00
26	01/23/2026	GLORIA OVIEDO	1	20.00	1	0	14.00
27	01/23/2026	LUANN HOLCOMB	1	20.00	1	0	14.00
28	01/23/2026	BRIANNA QULESSA-NICOLE BUFORD	1	20.00	1	0	14.00
29	01/23/2026	ASHLEY MARIE APO	1	20.00	1	0	14.00
30	01/23/2026	ANDY MAURICE AVILA-PINEDA	1	20.00	1	0	14.00
							420.00

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STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Qua

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Item 8.

QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS

– Texas Government Code 61.0015 –

SUPPORTING DOCUMENTATION

Supporting Documentation		
County Name	**Quarterly Date Range**	**Grand Total Amount Requested**
Waller	**January 1, 2026 – March 31, 2026**	

First Original Service Date		Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day & Addt'l days/$52.00	
Jury Type →		**Petit Jury**					
1	01/14/2026	THOMAS E MARKIEWICZ	2	78.00	1	1	66.00
2	01/14/2026	STEPHEN PAUL DETGEN	1	20.00	1	0	14.00
3	01/14/2026	HUNG MANH PHAN	2	78.00	1	1	66.00
4	01/14/2026	DAVID ALEXANDER BAHAM	1	20.00	1	0	14.00
5	01/14/2026	GLADYS B ROBINSON	2	78.00	1	1	66.00
6	01/14/2026	AEON JOE CHUNG	1	20.00	1	0	14.00
7	01/14/2026	LUCY LYNN MURPHY	1	20.00	1	0	14.00
8	01/14/2026	RONALD WALTER HORGAN	1	20.00	1	0	14.00
9	01/14/2026	JUSTIN CHARLES BIALK	1	20.00	1	0	14.00
10	01/14/2026	CHAD D BROWN	1	20.00	1	0	14.00
11	01/14/2026	WILLIAM EDWARD III PICKERING	1	20.00	1	0	14.00
12	01/14/2026	CRISTINA GONZALEZ MARTIN	1	20.00	1	0	14.00
13	01/14/2026	STELLA JENA QUALLS	1	20.00	1	0	14.00
14	01/14/2026	GUY GAETAN NGANTCHUI NDOMO	2	78.00	1	1	66.00
15	01/14/2026	JACQUELINE LOCKRIDGE	1	20.00	1	0	14.00
16	01/14/2026	DIVENHI BRIANNA JACOBO GEORGE	1	20.00	1	0	14.00
17	01/14/2026	CARRINGTON JAREL LEI	2	78.00	1	1	66.00
18	01/14/2026	ANDREW JORDAN TEMME	1	20.00	1	0	14.00
19	01/14/2026	TRAVIS ALBERTO RODRIGUEZ	1	20.00	1	0	14.00
20	01/14/2026	ALVIN CALESTER	2	78.00	1	1	66.00
21	01/14/2026	HOLLY KATHLEEN BAULER	1	20.00	1	0	14.00
22	01/14/2026	ADEMOLA SATAR JUNAID	2	78.00	1	1	66.00
23	01/14/2026	DASMINE JANAE THOMAS	1	20.00	1	0	14.00
24	01/14/2026	AUSTIN COLE SHAFFER	2	78.00	1	1	66.00
25	01/14/2026	ROSA FLORES OJEDA	1	20.00	1	0	14.00
26	01/14/2026	CONRADO ALONSO GARCIA	1	20.00	1	0	14.00
27	01/14/2026	DEBRA KAY CROSBY	2	78.00	1	1	66.00
28	01/14/2026	MIRIAM DELCARMEN WILSON	1	20.00	1	0	14.00
29	01/14/2026	JENNIFER J GILLESPIE	1	20.00	1	0	14.00
30	01/14/2026	SARAH RAYEL ANZUALDA	1	20.00	1	0	14.00
							888.00

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(2-16)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Quai

1 2 3 4

Item 8.

QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS

– Texas Government Code 61.0015 –

SUPPORTING DOCUMENTATION

Supporting Documentation		
County Name	**Quarterly Date Range**	**Grand Total Amount Requested**
Waller	**January 1, 2026 – March 31, 2026**	

First Original Service Date		Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day & Addt'l days/$52.00	
Jury Type →		Petit Jury					
1	01/14/2026	REAGAN ELAINE ACHEE	2	78.00	1	1	66.00
2	01/14/2026	DAMON ARJAY EMERSON	1	20.00	1	0	14.00
3	01/14/2026	ALIZAI KRYSTAL ORTEGA	1	20.00	1	0	14.00
4	01/14/2026	DOUGLAS JOSEPH POLASEK	1	20.00	1	0	14.00
5	01/14/2026	VICTORIA LYNN CAWOOD	2	78.00	1	1	66.00
6	01/14/2026	ANDREW J WILLOUGHBY	1	20.00	1	0	14.00
7	01/14/2026	KAYLEE JEAN TETER	1	20.00	1	0	14.00
8	01/14/2026	JAMES GILBERT MONTGOMERY	2	78.00	1	1	66.00
9	01/14/2026	STEVEN SAMUEL GRANDE	1	20.00	1	0	14.00
10	01/14/2026	NANCY LEA WOLFF	1	20.00	1	0	14.00
11	01/14/2026	ROSIE MARIE SMITH	1	20.00	1	0	14.00
12	01/14/2026	JT JR HOWARD	1	20.00	1	0	14.00
13	01/14/2026	DURELLE GILLIAM CARDIFF	1	20.00	1	0	14.00
14	01/14/2026	VICTOR JAVIER BERNAL	1	20.00	1	0	14.00
15	01/14/2026	ALAN WAYNE HARGROVE	1	20.00	1	0	14.00
16	01/14/2026	EMILY CLAIRE SINGLETON	1	20.00	1	0	14.00
17	01/14/2026	STANLEY MAC JR GORMAN	1	20.00	1	0	14.00
18	01/14/2026	STEPHAINE BEAVER SANCHEZ	2	78.00	1	1	66.00
19	01/14/2026	MARCOS MARTINEZ	1	20.00	1	0	14.00
20	01/14/2026	CHARLES MANNIX MCMILLIAN	1	20.00	1	0	14.00
21	01/14/2026	TANISH IMMANIE MCLEAN	1	20.00	1	0	14.00
22	01/14/2026	JOAN GLOGER FEXER	1	20.00	1	0	14.00
23	01/14/2026	PEGGY CONSTANCE HIGGINS	1	20.00	1	0	14.00
24	01/14/2026	DAVID D ALARCON	1	20.00	1	0	14.00
25	01/14/2026	MELISSA LYNNE HARGRAVE	1	20.00	1	0	14.00
26	01/14/2026	ELAINE FRANCIS SHAFER	1	20.00	1	0	14.00
27	01/14/2026	SHARON NACHELLE GUTIERREZ	1	20.00	1	0	14.00
28	01/14/2026	MELANIE KAY MUELLER	1	20.00	1	0	14.00
29	01/14/2026	DUSTY THIBODEAUX	1	20.00	1	0	14.00
30	01/14/2026	JACQUELINE LEE POOLE	1	20.00	1	0	14.00
							628.00

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(2-16)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Quarter

(1) 2 3 4

Item 8.

QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS
– Texas Government Code 61.0015 –

SUPPORTING DOCUMENTATION

Supporting Documentation

County Name	Quarterly Date Range	Grand Total Amount Requested
Waller	January 1, 2026 – March 31, 2026	

First Original Service Date		Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day & Addt'l days/$52.00	
Jury Type →		Petit Jury					
1	01/14/2026	CLARENCE MILTON JR FALLIN	1	20.00	1	0	14.00
2	01/14/2026	FRANK JOHN CARLIN	1	20.00	1	0	14.00
3	01/14/2026	SOCORRO ARANA	1	20.00	1	0	14.00
4	01/14/2026	LEATRICE ELAINE DORRIS	1	20.00	1	0	14.00
5	01/14/2026	ANDREW JACQUES KURTZ	1	20.00	1	0	14.00
6	01/14/2026	JASMINE LANEA JOHNSON	1	20.00	1	0	14.00
7	01/14/2026	WILLIE GENTRY	1	20.00	1	0	14.00
8	01/14/2026	SUE ANN SIMPSON	1	20.00	1	0	14.00
9	01/14/2026	ANTHONY SEONG JOH	1	20.00	1	0	14.00
10	01/14/2026	ELVIRA A BETANCOURT	1	20.00	1	0	14.00
11	01/14/2026	GREGORY JR OLIVO	1	20.00	1	0	14.00
12	01/14/2026	ANGEL VALDEZ	1	20.00	1	0	14.00
13	01/14/2026	KRISTIE LYNN RIOS	1	20.00	1	0	14.00
14	01/14/2026	TAMMY TERREL WHITE	1	20.00	1	0	14.00
15	01/14/2026	MELISSA DEANN SWEENEY	1	20.00	1	0	14.00
16	01/14/2026	BETTY STEPHEN WALLACE	1	20.00	1	0	14.00
17	01/14/2026	LINDA LEE BEATTY	1	20.00	1	0	14.00
18	01/14/2026	CHRISTOPHER GEORGE HARDEN	1	20.00	1	0	14.00
19	01/14/2026	VICKY LYNN WILLIAMSON	1	20.00	1	0	14.00
20	01/14/2026	DANA SHARELL WILSON	1	20.00	1	0	14.00
21	01/14/2026	CARLA ANN MYRES	1	20.00	1	0	14.00
22	01/14/2026	TRENTON LAIRD THOMAS	1	20.00	1	0	14.00
23	01/14/2026	JEANNE MICHELL	1	20.00	1	0	14.00
24	01/14/2026	JONATHAN WHEELER	1	20.00	1	0	14.00
25	01/14/2026	ODILIA GURROLA	1	20.00	1	0	14.00
26	01/14/2026	MARTHA LISSETT ALMAZAN	1	20.00	1	0	14.00
27	01/14/2026	WESLEY JR CURTIS	1	20.00	1	0	14.00
28	01/14/2026	SANDRA MICHELE ALLEN	1	20.00	1	0	14.00
29	01/14/2026	ANASTACIO PIMIENTA	1	20.00	1	0	14.00
30	01/14/2026	TRISTIN MICHAEL EDWARDS	1	20.00	1	0	14.00
							420.00

74-215
(2-16)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Quarter

(1) 2 3 4

QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS

– Texas Government Code 61.0015 –

SUPPORTING DOCUMENTATION

Supporting Documentation

County Name	Quarterly Date Range	Grand Total Amount Requested
Waller	January 1, 2026 – March 31, 2026	

First Original Service Date		Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day & Addt'l days/$52.00	
Jury Type →		Petit Jury					
1	01/14/2026	SKYLER MONTANA WEBB	1	20.00	1	0	14.00
2	01/14/2026	WALTER EDWARD SMITH	1	20.00	1	0	14.00
3	01/14/2026	DEANNA LAVONE HIRSEKORN	1	20.00	1	0	14.00
4	01/14/2026	OLIVIA DOMINGUE HURST	1	20.00	1	0	14.00
5	02/09/2026	BRUME, AKPOMRETA	1	20.00	1	0	14.00
6	02/09/2026	AD FERNANDA ALBARRAN	1	20.00	1	0	14.00
7	02/09/2026	PHILIPPE CHRISTIAN EMMANUEL AIDIBERT	1	20.00	1	0	14.00
8	02/09/2026	HOMER CHRISTOPHER BAILEY	1	20.00	1	0	14.00
9	02/09/2026	PAMELA SEBASTIAN BANKS	1	20.00	1	0	14.00
10	02/09/2026	BOBBY BARBEY	1	20.00	1	0	14.00
11	02/09/2026	MEHDI SADAFI BENHAYOUN	1	20.00	1	0	14.00
12	02/09/2026	NANCY TOOTLE BERRY	1	20.00	1	0	14.00
13	02/09/2026	CRAIGE PATRICK BIBER	1	20.00	1	0	14.00
14	02/09/2026	CRISTI SMITH BOLIN	1	20.00	1	0	14.00
15	02/09/2026	SHARON WAHNON BRISTER	1	20.00	1	0	14.00
16	02/09/2026	ERNEST EUGENE BROOKS	1	20.00	1	0	14.00
17	02/09/2026	ROBERT CARLTON BUTTERWORTH	1	20.00	1	0	14.00
18	02/09/2026	KAILYN ELIZABETH CAPPS	1	20.00	1	0	14.00
19	02/09/2026	ROBIN LEE CHAVARRIA	1	20.00	1	0	14.00
20	02/09/2026	CAREN ANN CHELLGREN	1	20.00	1	0	14.00
21	02/09/2026	RICKY NEIL CLEVELAND	1	20.00	1	0	14.00
22	02/09/2026	JOHN HENRY COMO	1	20.00	1	0	14.00
23	02/09/2026	ROBERT JOSEPH CROWDER	1	20.00	1	0	14.00
24	02/09/2026	M'KORI ALEXANDER DAVIS	1	20.00	1	0	14.00
25	02/09/2026	HOMERO XAVIER DELEON	1	20.00	1	0	14.00
26	02/09/2026	GARRETT EUGENE DRAGGOO	1	20.00	1	0	14.00
27	02/09/2026	JAMES TUAN DUONG	1	20.00	1	0	14.00
28	02/09/2026	JAMES DERALD III DYAL	1	20.00	1	0	14.00
29	02/09/2026	ELIZABETH OLUBUNMI EGBETOKUN	1	20.00	1	0	14.00
30	02/09/2026	JERMAINE EMERSON	1	20.00	1	0	14.00
							420.00

Form 74-

74-215 (2-16)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Qua

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Item 8.

QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS

– Texas Government Code 61.0015 –

SUPPORTING DOCUMENTATION

Supporting Documentation		
County Name	**Quarterly Date Range**	**Grand Total Amount Requested**
Waller	**January 1, 2026 – March 31, 2026**	

First Original Service Date		Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day & Addt'l days/$52.00	
Jury Type →		Petit Jury					
1	02/09/2026	GREGORY THOMAS FERRIS	1	20.00	1	0	14.00
2	02/09/2026	KARL WAYNE II GAITAN	1	20.00	1	0	14.00
3	02/09/2026	JUANITA GARZA	1	20.00	1	0	14.00
4	02/09/2026	DONNA MARIE GILES-NORRIS	1	20.00	1	0	14.00
5	02/09/2026	KAREN ANN GONZALEZ	1	20.00	1	0	14.00
6	02/09/2026	RUTH GONZALEZ	1	20.00	1	0	14.00
7	02/09/2026	CAROL MILES GRAHAM	1	20.00	1	0	14.00
8	02/09/2026	CARRIE EVELYN GRAHAM	1	20.00	1	0	14.00
9	02/09/2026	ANDREW PATRICK GRANGER	1	20.00	1	0	14.00
10	02/09/2026	BECK SUE GURROLA	1	20.00	1	0	14.00
11	02/09/2026	CASSONDRA N HARRIS	1	20.00	1	0	14.00
12	02/09/2026	LISA J HAYNES	1	20.00	1	0	14.00
13	02/09/2026	DANA SCOTT HUMBLE	1	20.00	1	0	14.00
14	02/09/2026	RUSSELL GRAY HUNT	1	20.00	1	0	14.00
15	02/09/2026	LAWRENCE MYLES HUNTER	1	20.00	1	0	14.00
16	02/09/2026	MICHELLE LYNN IRVIN	1	20.00	1	0	14.00
17	02/09/2026	JOHN HOWARD ISOM	1	20.00	1	0	14.00
18	02/09/2026	WILTON GENE JACKSON	1	20.00	1	0	14.00
19	02/09/2026	DAYNIKA NICOLE JONES	1	20.00	1	0	14.00
20	02/09/2026	CARLA ANN JUREK	1	20.00	1	0	14.00
21	02/09/2026	NAVEEN KEKRE	1	20.00	1	0	14.00
22	02/09/2026	KAREN JOYCE KELLEY	1	20.00	1	0	14.00
23	02/09/2026	BRODY GENE KLEFSTAD	1	20.00	1	0	14.00
24	02/09/2026	TOMMY L KLEINMAN	1	20.00	1	0	14.00
25	02/09/2026	CYNTHIA ANNE KMIEC	1	20.00	1	0	14.00
26	02/09/2026	MARCUS ANTHONY KMIEC	1	20.00	1	0	14.00
27	02/09/2026	KARYN DENISE KNIGHT	1	20.00	1	0	14.00
28	02/09/2026	LANCE WADE KRETZSCHMAR	1	20.00	1	0	14.00
29	02/09/2026	BRADLEY MICHAEL KUECKER	1	20.00	1	0	14.00
30	02/09/2026	MARK ALAN JR KULISEK	1	20.00	1	0	14.00
							420.00

Form 74-

74-215
(2-16)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Qua

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Item 8.

QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS
– Texas Government Code 61.0015 –

SUPPORTING DOCUMENTATION

Supporting Documentation

County Name	Quarterly Date Range	Grand Total Amount Requested
Waller	January 1, 2026 – March 31, 2026	

First Original Service Date		Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day & Addt'l days/$52.00	
Jury Type →		Petit Jury					
1	02/09/2026	THUY THANH LAM	1	20.00	1	0	14.00
2	02/09/2026	KENNETH JAMES JR LAVIGNE	1	20.00	1	0	14.00
3	02/09/2026	KERRIE NICHOLE KREECK LUZ	1	20.00	1	0	14.00
4	02/09/2026	SARA LIANNE MANNING	1	20.00	1	0	14.00
5	02/09/2026	ROBERT RONALD MATA	1	20.00	1	0	14.00
6	02/09/2026	COLEMAN CRAWFORD MC MILLIAN	1	20.00	1	0	14.00
7	02/09/2026	RICKY DEAN MCCORMICK	1	20.00	1	0	14.00
8	02/09/2026	JULIANNE MELTON	1	20.00	1	0	14.00
9	02/09/2026	REBECCA CAROLYN MEYER	1	20.00	1	0	14.00
10	02/09/2026	DENISE CATHERINE MILLER	1	20.00	1	0	14.00
11	02/09/2026	TIALICIA DAGGS MORALES	1	20.00	1	0	14.00
12	02/09/2026	ROBERT EARL NEWKIRK	1	20.00	1	0	14.00
13	02/09/2026	FRANK GROFF NEWMAN	1	20.00	1	0	14.00
14	02/09/2026	ANJAETTE MARIE NIKODYM	1	20.00	1	0	14.00
15	02/09/2026	BJORN NILBERG	1	20.00	1	0	14.00
16	02/09/2026	MARK WARREN PARCEL	1	20.00	1	0	14.00
17	02/09/2026	BERTRAM LARRY JR PARR	1	20.00	1	0	14.00
18	02/09/2026	EMMA RENEE PRICE	1	20.00	1	0	14.00
19	02/09/2026	DAVID ALLEN JR RAMSEY	1	20.00	1	0	14.00
20	02/09/2026	TEARA NOEL RIEMER	1	20.00	1	0	14.00
21	02/09/2026	KALEENA KILLIAN ROMAN	1	20.00	1	0	14.00
22	02/09/2026	JOHN RILEY SADBERRY	1	20.00	1	0	14.00
23	02/09/2026	ROBIN ELIZABETH SAWYERS	1	20.00	1	0	14.00
24	02/09/2026	TRANG DOAN LAM SCHRAML	1	20.00	1	0	14.00
25	02/09/2026	KELLY RAE SCIVALLY	1	20.00	1	0	14.00
26	02/09/2026	TRAVON DEWAYNE SCYRUS	1	20.00	1	0	14.00
27	02/09/2026	SAMARI HAVEN SHEPHERD	1	20.00	1	0	14.00
28	02/09/2026	NIJAH AMYEA SMITH	1	20.00	1	0	14.00
29	02/09/2026	RONNEA G SPEIGHTS	1	20.00	1	0	14.00
30	02/09/2026	JESSICA YANET THIAM	1	20.00	1	0	14.00
							420.00

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(2-16)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Qua

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Item 8.

QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS

– Texas Government Code 61.0015 –

SUPPORTING DOCUMENTATION

Supporting Documentation		
County Name	**Quarterly Date Range**	**Grand Total Amount Requested**
Waller	**January 1, 2026 – March 31, 2026**	

First Original Service Date		Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day & Addt'l days/$52.00	
Jury Type →		Petit Jury					
1	02/09/2026	MARIA RIVERA VALDES	1	20.00	1	0	14.00
2	02/09/2026	JERRY DUY VALDES	1	20.00	1	0	14.00
3	02/09/2026	RENELDA BROWN WHITE	1	20.00	1	0	14.00
4	02/09/2026	GARY MICHAEL WOODARD	1	20.00	1	0	14.00
5	02/23/2026	BARNEY HENRY TOBAR	1	20.00	1	0	14.00
6	02/23/2026	BRANDON JON MCCOLLUM	1	20.00	1	0	14.00
7	02/23/2026	ASHLEY ADRIANA MENDOZA-HERNANDEZ	1	20.00	1	0	14.00
8	02/23/2026	NICK MICHAEL PAPAS	1	20.00	1	0	14.00
9	02/23/2026	TAMMY RAE MILLER	1	20.00	1	0	14.00
10	02/23/2026	RUBEN TODD JR MUNOZ	1	20.00	1	0	14.00
11	02/23/2026	ROBERT ADAM STUNGIS	1	20.00	1	0	14.00
12	02/23/2026	CHARLENE FRAZIER TODARO	2	78.00	1	1	66.00
13	02/23/2026	THINH NHAT NGO	1	20.00	1	0	14.00
14	02/23/2026	SYKORA MONET TALTON	1	20.00	1	0	14.00
15	02/23/2026	LOUNELL HAYES CLARK	1	20.00	1	0	14.00
16	02/23/2026	MIGUEL JASSO	1	20.00	1	0	14.00
17	02/23/2026	JOANN DOWIES CRAIN	2	78.00	1	1	66.00
18	02/23/2026	JENNY MARCHENA GONZALEZ	1	20.00	1	0	14.00
19	02/23/2026	BARBARA ANN GOODEN	1	20.00	1	0	14.00
20	02/23/2026	JACOB RUSSELL CLARK	1	20.00	1	0	14.00
21	02/23/2026	KIMBERLY MARIE SUEDKAMP-WELLS	1	20.00	1	0	14.00
22	02/23/2026	TRENTON CHANCE DEWITT	1	20.00	1	0	14.00
23	02/23/2026	BRADLEY TED KRENEK	1	20.00	1	0	14.00
24	02/23/2026	KYLI JAISEN SYFFUS	1	20.00	1	0	14.00
25	02/23/2026	JUAN MANUEL SERRANO	1	20.00	1	0	14.00
26	02/23/2026	DAVID LYNN BURT	1	20.00	1	0	14.00
27	02/23/2026	MARCUS ANTHONY MCCARTY	2	78.00	1	1	66.00
28	02/23/2026	RAUL ENRIQUE CHAVEZ POLANCO	1	20.00	1	0	14.00
29	02/23/2026	UYEN MINH-TO TRAN	1	20.00	1	0	14.00
30	02/23/2026	MARLEA WAITERS	1	20.00	1	0	14.00
							576.00

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STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

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QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS
– Texas Government Code 61.0015 –

SUPPORTING DOCUMENTATION

Supporting Documentation		
County Name	**Quarterly Date Range**	**Grand Total Amount Requested**
Waller	**January 1, 2026 – March 31, 2026**	

First Original Service Date		Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day & Addt'l days/$52.00	
Jury Type →		Jury					
1	02/23/2026	JACK DAVID CRANK	1	20.00	1	0	14.00
2	02/23/2026	YIHAN FENG	1	20.00	1	0	14.00
3	02/23/2026	SHARON SUE THOMAS	1	20.00	1	0	14.00
4	02/23/2026	VICKIE BUSH LAWRENCE	2	78.00	1	1	66.00
5	02/23/2026	GAIL RUTH SAVAGE	1	20.00	1	0	14.00
6	02/23/2026	KEVIN SCOTT COLEMAN	1	20.00	1	0	14.00
7	02/23/2026	KENNETH LEE BROWN	1	20.00	1	0	14.00
8	02/23/2026	GARY EDWARD FURBER	1	20.00	1	0	14.00
9	02/23/2026	TINA ELIZABETH ASHLEY	1	20.00	1	0	14.00
10	02/23/2026	PATRICIA A MACPHERSON	1	20.00	1	0	14.00
11	02/23/2026	MARIBEL TORRES	1	20.00	1	0	14.00
12	02/23/2026	WANDA KAYE BRANT	1	20.00	1	0	14.00
13	02/23/2026	DANIEL TIMOTHY MILK	1	20.00	1	0	14.00
14	02/23/2026	CAROLYN SUZETTE JAMES	1	20.00	1	0	14.00
15	02/23/2026	TYDARRIUS RAYVON DEVONTE JOHNSON	1	20.00	1	0	14.00
16	02/23/2026	RYAN MATTHEW HAMMOND	1	20.00	1	0	14.00
17	02/23/2026	JARED DOUGLAS KOHLER	1	20.00	1	0	14.00
18	02/23/2026	CESAR SALVADOR MARTINEZ	1	20.00	1	0	14.00
19	02/23/2026	LINDA FRANK CITIZEN	1	20.00	1	0	14.00
20	02/23/2026	JOYCE LYNN MILLER	1	20.00	1	0	14.00
21	02/23/2026	KAINE ANDREW DUFFEK	1	20.00	1	0	14.00
22	02/23/2026	SEAN MICHAEL KINDLEY	1	20.00	1	0	14.00
23	02/23/2026	JANIS HUNT NAGEL	1	20.00	1	0	14.00
24	02/23/2026	LANE ALLEN ALEXANDER	1	20.00	1	0	14.00
25	02/23/2026	KALEIGH MARIE BRENNER	1	20.00	1	0	14.00
26	02/23/2026	KIMBERLY ANN TEUTSCH	1	20.00	1	0	14.00
27	02/23/2026	MEL ALAN DAIGLE	1	20.00	1	0	14.00
28	02/23/2026	MULIKAT ADEBIMPE ADETOSOYE	1	20.00	1	0	14.00
29	02/23/2026	ANTHONY JOHN DURR	1	20.00	1	0	14.00
30	02/23/2026	CATHERINE DENVER STOVALL	1	20.00	1	0	14.00
							472.00

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STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Qua

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QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS
– Texas Government Code 61.0015 –

SUPPORTING DOCUMENTATION

Supporting Documentation		
County Name	**Quarterly Date Range**	**Grand Total Amount Requested**
Waller	**January 1, 2026 – March 31, 2026**	

First Original Service Date		Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day & Addt'l days/$52.00	
Jury Type →		Jury					
1	02/23/2026	STACIE NICOLE INABNIT	1	20.00	1	0	14.00
2	02/23/2026	ANDREW CONNOR RUSH	1	20.00	1	0	14.00
3	02/23/2026	EMILY MICHELLE CRAWFORD	1	20.00	1	0	14.00
4	02/23/2026	ANTIONETTE FRANCES GIBBS	1	20.00	1	0	14.00
5	03/05/2026	LAKETIA N PRESTON	1	20.00	1	0	14.00
6	03/05/2026	NOELLE WRIGHT	1	20.00	1	0	14.00
7	03/05/2026	ZEDRIC JACOB	1	20.00	1	0	14.00
8	03/05/2026	CHERYL SCOTT-SANTEE	1	20.00	1	0	14.00
9	03/05/2026	MARILYN LEE	1	20.00	1	0	14.00
10	03/05/2026	JOE PANIAGUA	1	20.00	1	0	14.00
11	03/05/2026	NAOMI RUBIN	1	20.00	1	0	14.00
12	03/05/2026	JUSTIN RADEKE	1	20.00	1	0	14.00
13	03/05/2026	RICHARD D. PLAYER SR.	1	20.00	1	0	14.00
14	03/05/2026	RICJARD FRANCIS M LAPID	1	20.00	1	0	14.00
15	03/05/2026	JAMIE SHAWN	1	20.00	1	0	14.00
16	03/05/2026	JADE DURBIN	1	20.00	1	0	14.00
17	03/05/2026	JENIFER BILANOSKI	1	20.00	1	0	14.00
18	03/05/2026	JAIME IZAGUIRRE	1	20.00	1	0	14.00
19	03/05/2026	ELIZABETH F GRIMES	1	20.00	1	0	14.00
20	03/05/2026	CATRIONA CULLOM	1	20.00	1	0	14.00
21	03/05/2026	ESTEBAN CISNEROS	1	20.00	1	0	14.00
22	03/05/2026	DILLON SCHNEIDER	1	20.00	1	0	14.00
23	03/05/2026	RUSSELL D MORRIS	1	20.00	1	0	14.00
24	03/05/2026	CHRISTOPHER POULOS	1	20.00	1	0	14.00
25	03/05/2026	VICTOR J GAILE	1	20.00	1	0	14.00
26	03/05/2026	NATSUMI SATO	1	20.00	1	0	14.00
27	03/10/2026	ROBERT LOUIS HESSE	1	20.00	1	0	14.00
28	03/10/2026	TULIO RENE SOTO	1	20.00	1	0	14.00
29	03/10/2026	AMBER MARIE DAVIS	1	20.00	1	0	14.00
30	03/10/2026	RACHEL YVONNE THIBODEAUX	1	20.00	1	0	14.00
							420.00

Form 74-

74-215 (2-16)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Qua

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Item 8.

QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS

– Texas Government Code 61.0015 –

SUPPORTING DOCUMENTATION

Supporting Documentation		
County Name	**Quarterly Date Range**	**Grand Total Amount Requested**
Waller	**January 1, 2026 – March 31, 2026**	

First Original Service Date		Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day & Addt'l days/$52.00	
Jury Type →		Jury					
1	03/10/2026	NICKIE MICHELLE SIMON	1	20.00	1	0	14.00
2	03/10/2026	MARY VICTORIA PACHECO	1	20.00	1	0	14.00
3	03/10/2026	TIMOTHY ARVID CARLSON	1	20.00	1	0	14.00
4	03/10/2026	CAROLYN JEAN POWERS	1	20.00	1	0	14.00
5	03/10/2026	KASHIF MAZHAR UL HASSAN	1	20.00	1	0	14.00
6	03/10/2026	LADRIAN JACOBY MAYO WHEELER	1	20.00	1	0	14.00
7	03/10/2026	KANDY MARIE REYES	1	20.00	1	0	14.00
8	03/10/2026	CANDACE MARIE CHIPUK	1	20.00	1	0	14.00
9	03/10/2026	EDITH SKINNER YOUNGBLOOD	1	20.00	1	0	14.00
10	03/10/2026	THERESA PRUETT BROMAN	1	20.00	1	0	14.00
11	03/10/2026	JOHN ARTHUR MILES	1	20.00	1	0	14.00
12	03/10/2026	STAR LEE THERIOT	1	20.00	1	0	14.00
13	03/10/2026	ADOLFO III AMADOR	1	20.00	1	0	14.00
14	03/10/2026	CHELSEE DIANE DONDRAGON	1	20.00	1	0	14.00
15	03/10/2026	SANDY MARIE GARZA	1	20.00	1	0	14.00
16	03/10/2026	SHANNON LYNN VINCE	1	20.00	1	0	14.00
17	03/10/2026	LORI ANN ROHR	1	20.00	1	0	14.00
18	03/10/2026	MARIE JANETTE VAZQUEZ	1	20.00	1	0	14.00
19	03/10/2026	GRISELDA ROJAS RIVERA	1	20.00	1	0	14.00
20	03/10/2026	CATHERINE MARIE NESBIT	1	20.00	1	0	14.00
21	03/10/2026	ANITHA AECHURI	1	20.00	1	0	14.00
22	03/10/2026	VAN RONALD TITUS	1	20.00	1	0	14.00
23	03/10/2026	WILLIAM ROBERT JR DYAKON	1	20.00	1	0	14.00
24	03/10/2026	DANNY BRENES	1	20.00	1	0	14.00
25	03/10/2026	JACQUELINE LEE STATZ	1	20.00	1	0	14.00
26	03/10/2026	ANUOLUWAPO FAITH IKUDAISI	1	20.00	1	0	14.00
27	03/10/2026	ASHLEY CASTILLO	1	20.00	1	0	14.00
28	03/10/2026	MELISSA ANN CAMPBELL	1	20.00	1	0	14.00
29	03/10/2026	MAIKEL ALCOLEA	1	20.00	1	0	14.00
30	03/10/2026	ENRIQUE BELTRAN	1	20.00	1	0	14.00
							420.00

Form 74-

74-215
(2-16)

STATE OF TEXAS
COMPTROLLER'S JUDICIARY SECTION

Please Circle Claim Qua

Item 8.

1 2 3 4

QUARTERLY REQUEST FOR COUNTY REIMBURSEMENT OF JUROR PAYMENTS

– Texas Government Code 61.0015 –

SUPPORTING DOCUMENTATION

Supporting Documentation		
County Name	**Quarterly Date Range**	**Grand Total Amount Requested**
Waller	**January 1, 2026 – March 31, 2026**	

First Original Service Date		Juror First /Last Name	Days Served (this quarter)	Amt Paid to Juror (by County)	Days Requested from State		Amount Requested
					1stDay $14.00	2nd Day & Addt'l days/$52.00	
Jury Type →		Jury					
1	03/10/2026	JASON BLAKE NICHOLS	1	20.00	1	0	14.00
2	03/10/2026	JILL ANNETTE JACKSON	1	20.00	1	0	14.00
3	03/10/2026	ALAN ALEJANDRO CANCHOLA REYES	1	20.00	1	0	14.00
4	03/10/2026	WILLIAM B PENMAN	1	20.00	1	0	14.00
5	03/10/2026	FARIT MICHELLE ADAME	1	20.00	1	0	14.00
6	03/10/2026	ALLEN DORSEY JOHNSON	1	20.00	1	0	14.00
7	03/10/2026	ROEL IVAN GOMEZ	1	20.00	1	0	14.00
8	03/10/2026	GRETCHEN ALAINE CAMPISE	1	20.00	1	0	14.00
9	03/10/2026	NORMA JEAN PULCI	1	20.00	1	0	14.00
10	03/10/2026	MATTHEW THOMAS LOPEZ	1	20.00	1	0	14.00
11	03/10/2026	SANDRA BATRES	1	20.00	1	0	14.00
12	03/10/2026	KRISTEN LAUGAUGA LOPEZ	1	20.00	1	0	14.00
13	03/10/2026	TROY JACKSON SMITH	1	20.00	1	0	14.00
14	03/10/2026	YENIBEL S BANEGAS	1	20.00	1	0	14.00
15	03/10/2026	WESLEY ALAN KIRKLAND	1	20.00	1	0	14.00
16	03/10/2026	RICARDO VANCEZ JONES	1	20.00	1	0	14.00
17	03/10/2026	COREY GENE MCBRIDE	1	20.00	1	0	14.00
18	03/10/2026	MAICAH HENDRIX	1	20.00	1	0	14.00
19	03/10/2026	JEROME T MABRY	1	20.00	1	0	14.00
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
							266.00

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Woodhaven Estates Section 5 Amending Plat No. 1

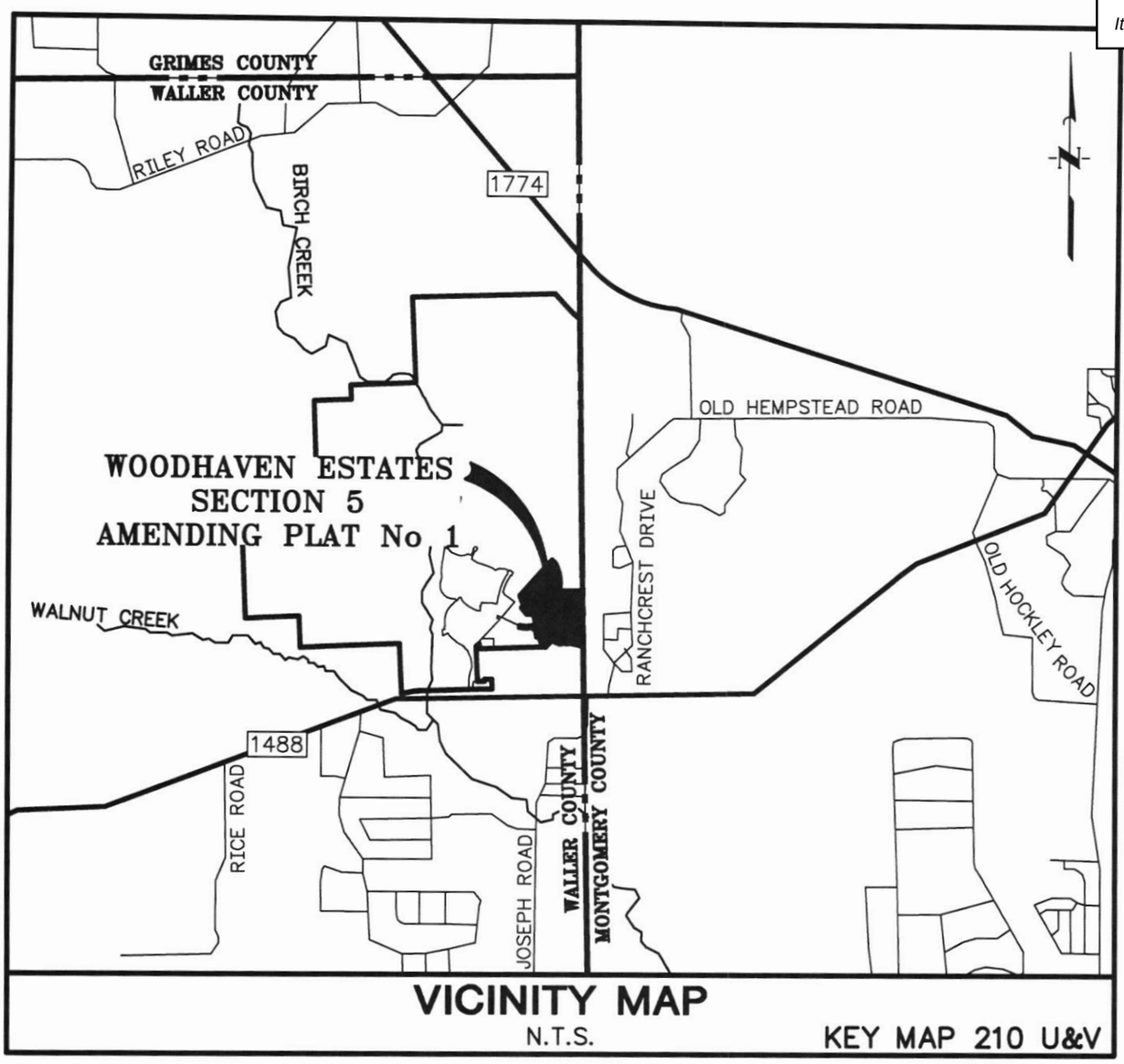
Date: April 15, 2026

Background

Amend Woodhaven Section 5 Plat No. 1 to add bearing and distance on the common lot line of lots 14-15, Block 1 and amend the distance on the lot line of lot 45, Block 1.

Staff Recommendation

Amending Plat No. 1



VICINITY MAP
N.T.S.
KEY MAP 210 U&V

FINAL PLAT OF
WOODHAVEN ESTATES
SECTION 5
AMENDING PLAT No 1

AN AMENDING PLAT OF
A SUBDIVISION OF 0.45 ACRES OF LAND
ALSO BEING AN AMENDING PLAT OF
LOTS 14-15 & 45, BLOCK 1
RECORDED UNDER C.C.F. No. 2512355, O.P.R.W.C.T.
OUT OF THE WILLIAM HILLHOUSE SURVEY, A-136
WALLER COUNTY, TEXAS

3 LOTS 1 BLOCK

MARCH 2026

REASON FOR AMENDING PLAT: TO ADD A BEARING AND DISTANCE ON THE COMMON LOT LINE OF LOTS 14-15, BLOCK 1 AND AMEND THE DISTANCE ON THE LOT LINE OF LOT 45, BLOCK 1

DATE: MARCH 2026 SCALE NTS SHEET 1A OF 1	FINAL PLAT OF WOODHAVEN ESTATES SECTION 5 AMENDING PLAT No 1	**OWNER** **DRP TX 1, LLC** **a Delaware limited liability company** 520 Madison Ave, 21st Floor New York, NY 10022 936.999.6600 HBibb@glenmontdevelopment.com	QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Rd, Suite 200 • College Station, TX 77845 • 979.731.8000 alruiz@quiddity.com

STATE OF TEXAS §

COUNTY OF WALLER §

We, DRP TX 1, LLC, a Delaware limited liability company, acting by and through Houdin Honarvar, Authorized Signer, owners of the property affected by this amending plat as indicated hereon, do hereby consent to this amending plat for the purposes herein expressed.

Further, Owners hereby certify that this amending plat does not attempt to alter, amend, or remove any covenants or restrictions.

DRP TX 1, LLC,
a Delaware limited liablity company

By: DW General Partner, LLC
its Manager

By: _____
Houdin Honarvar
Authorized Signatory

STATE OF NY §

COUNTY OF NY §

BEFORE ME, the undersigned authority, on this day personally appeared Houdin Honarvar, Authorized Signer of DRP TX 1, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of March, 2026.

_____
Notary Public in and for the State of New York.

JOSEPHINE G CIMINO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CI0026551
Qualified in Nassau County
My Commission Expires 7-5-2028

Josephine G. Cimino
Print Name

My commission expires: 7-5-2028

DATE: MARCH 2026 SCALE NTS SHEET 1B OF 1	FINAL PLAT OF WOODHAVEN ESTATES SECTION 5 AMENDING PLAT No 1	OWNER DRP TX 1, LLC a Delaware limited liability company 520 Madison Ave, 21st Floor New York, NY 10022 936.999.6600 HBibb@glenmontdevelopment.com	QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Rd, Suite 200 • College Station, TX 77845 • 979.731.8000 alruiz@quiddity.com

I, J. Ross McCall, County Engineer of Waller County, Certify that the Plat of this subdivision complies with all existing rules and regulations of Waller County.
No construction or other development within this subdivision may begin until all Waller County permit requirements have been met.

Date

J. Ross McCall, PE
County Engineer

Certificate of Surveyor

I, Christopher E. Curtis, hereby certify that the following changes were necessary to eliminate scrivener's errors which appear on the Woodhaven Estates Section 5 plat, recorded on October 1, 2025, in File No. 2512355, of the Plat Records Waller County, Texas:

Reason for Amending Plat
1. To add a bearing and distance on the common lot lone of lots 14–15 of block 1
2. To amend the distance on the lot line of lot 45 of block 1

3/11/26

Christopher E. Curtis
Registered Professional Land Surveyor
Texas Registration No. 6111

DATE: MARCH 2026 SCALE NTS SHEET 1C OF 1	FINAL PLAT OF WOODHAVEN ESTATES SECTION 5 AMENDING PLAT No 1	**OWNER** **DRP TX 1, LLC** **a Delaware limited liability company** 520 Madison Ave, 21st Floor New York, NY 10022 936.999.6600 HBibb@glenmontdevelopment.com	QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200• College Station, TX• 77845 713.777.5337 alruiz@quiddity.com

STATE OF TEXAS §

COUNTY OF WALLER §

I, Debbie Hollan, County Clerk in and for Waller County, Texas do hereby certify that the foregoing instrument with its certificate of authentication was filed for recordation in my office on _____, 20__, at _____ o'clock ___M in File No. _____ of the Plat Records of said County. Witness my hand and seal of office, at Hempstead, Texas, the day and date last above written.

_____
Debbie Hollan
Waller County, Texas

By: _____
Deputy

CERTIFICATE OF COMMISSIONERS COURT

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

_____
Carbett "Trey" J. Duhon III
County Judge

_____
John A. Amsler
Commissioner, Precinct 1

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

_____
Kendric D. Jones
Commissioner, Precinct 3

_____
Justin Beckendorff
Commissioner, Precinct 4

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

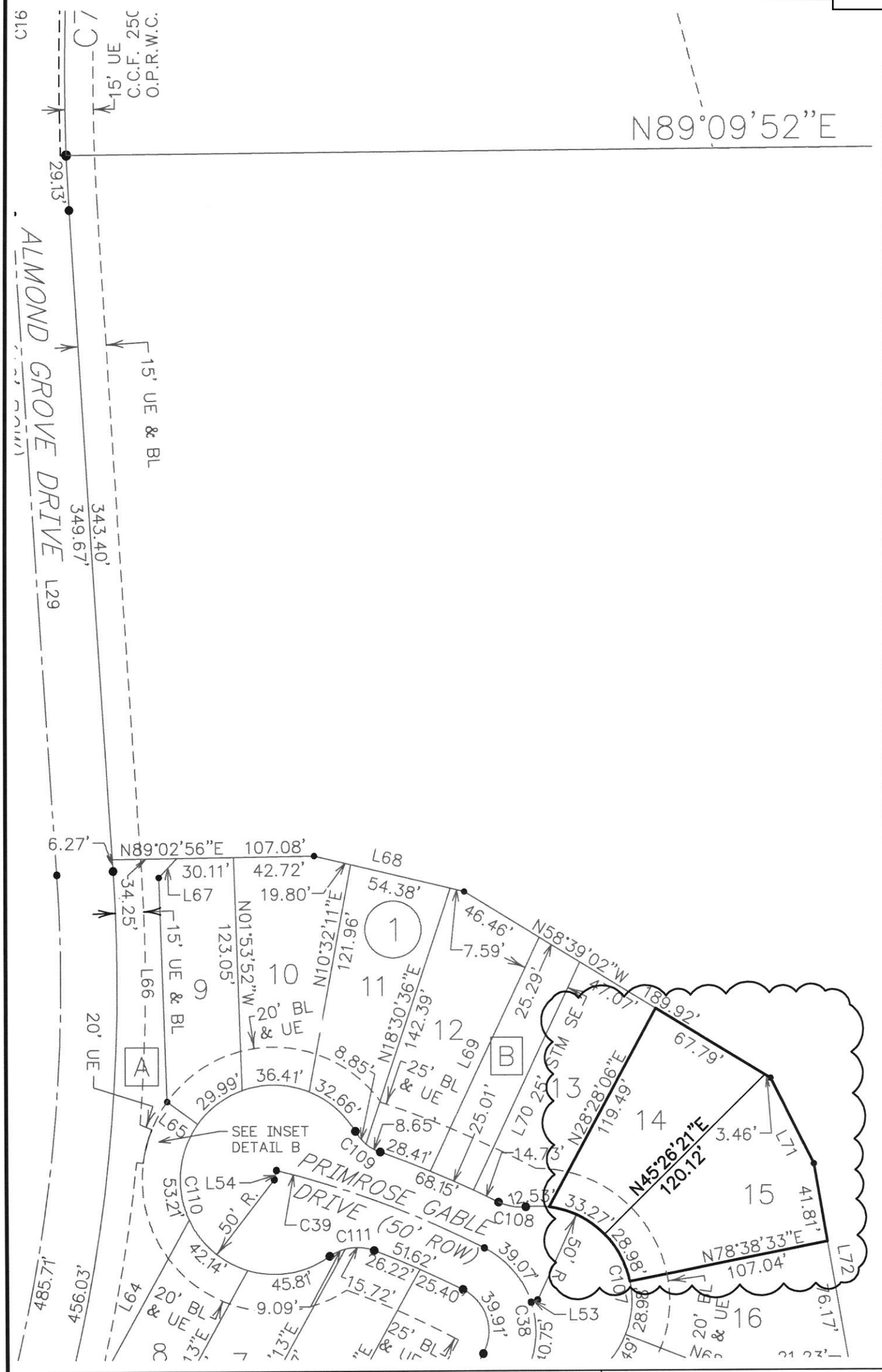
DATE: MARCH 2026 SCALE NTS SHEET 1D OF 1	FINAL PLAT OF WOODHAVEN ESTATES SECTION 5 AMENDING PLAT No 1	OWNER DRP TX 1, LLC a Delaware limited liability company 520 Madison Ave, 21st Floor New York, NY 10022 936.999.6600 HBibb@glenmontdevelopment.com	QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Rd, Suite 200 • College Station, TX 77845 • 979.731.8000 alruiz@quiddity.com

LEGEND

AC . . . . . "Acres"
AE . . . . . "Aeriel Easement"
BL . . . . . "Building Line"
C.C.F. . . . . "County Clerk's File"
D.R.W.C.T. . . . . "Deed Records, Waller County, Texas"
ESMT . . . . . "Easement"
GBL. . . . . "Garage Building Line"
M.C.M.R. . . . . "Montgomery County Map Records"
No. . . . . "Number"
O.P.R.W.C.T. . . . "Official Public Records, Waller County, Texas"
ROW . . . . . "Right–of–Way"
STM SE . . . . . "Storm Sewer Easement"
SSE . . . . . "Sanitary Sewer Easement"
Sq. Ft. . . . . "Square Feet"
TEMP . . . . . "Temporary"
UE . . . . . "Utility Easement"
VOL._, PG._ . . . "Volume and Page"
WLE . . . . . "Waterline Easement"
(1). . . . . "Block Number"
• . . . . . "Set 3/4–inch Iron Rod (with cap stamped "Quiddity Eng. Property Corner") as Per Certification"
. . . . . "Street Name Break"

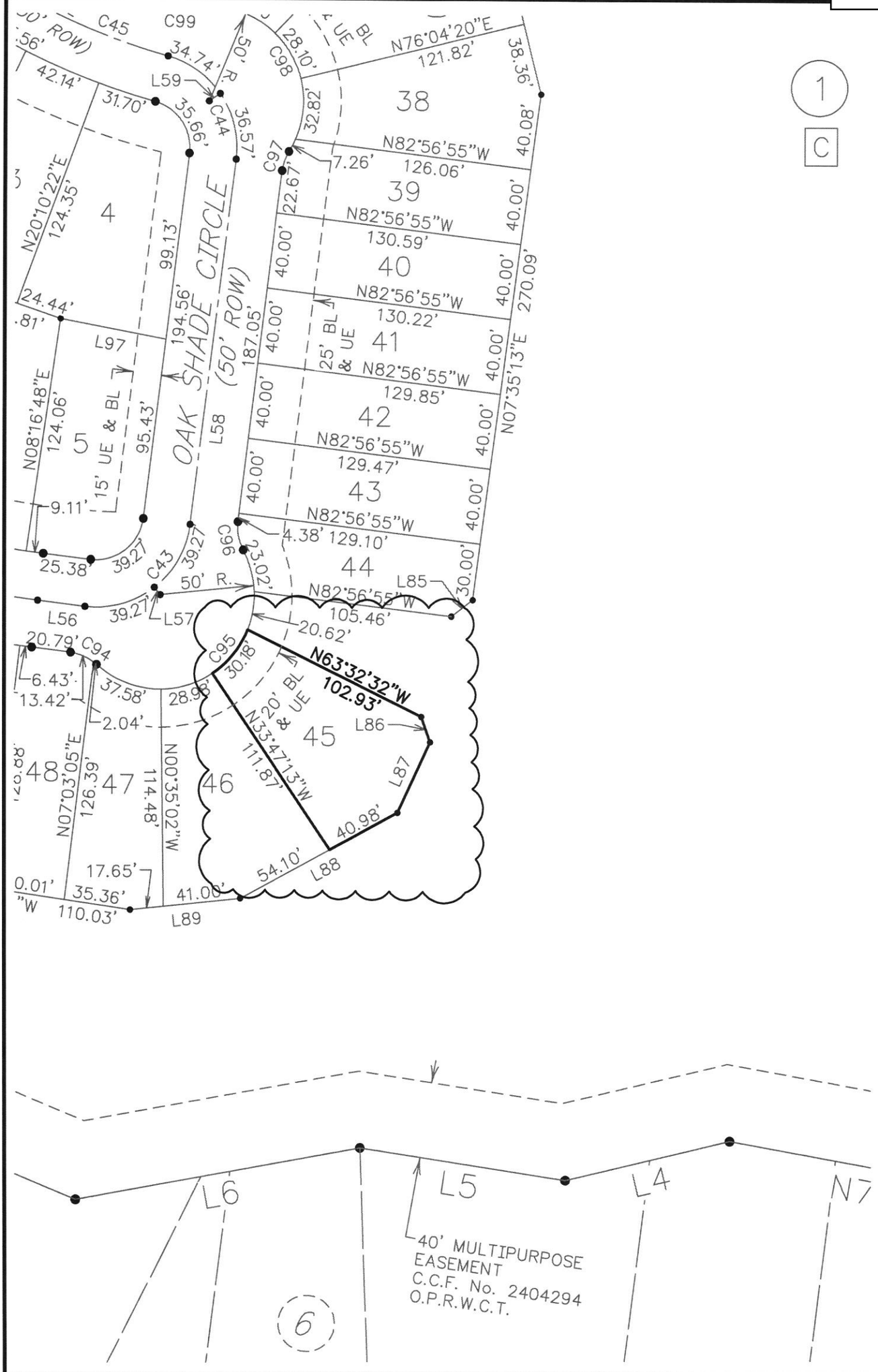
DATE: MARCH 2026	FINAL PLAT OF WOODHAVEN ESTATES SECTION 5 AMENDING PLAT No 1	**OWNER** **DRP TX 1, LLC** **a Delaware limited liability company** 520 Madison Ave, 21st Floor New York, NY 10022 936.999.6600 HBibb@glenmontdevelopment.com	QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Rd, Suite 200 • College Station, TX 77845 • 979.731.8000 alruiz@quiddity.com
SCALE NTS			
SHEET 1E OF 1			

AMENDING AREA OF LOTS 14–15, BLOCK 1



DATE: MARCH 2026 SCALE 1"=60' SHEET 1F OF 1	FINAL PLAT OF WOODHAVEN ESTATES SECTION 5 AMENDING PLAT No 1	**OWNER** **DRP TX 1, LLC** **a Delaware limited liability company** 520 Madison Ave, 21st Floor New York, NY 10022 936.999.6600 HBibb@glenmontdevelopment.com	QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Rd, Suite 200 • College Station, TX 77845 979.731.8000 alruiz@quiddity.com

AMENDING AREA OF LOT 45, BLOCK 1



DATE: MARCH 2026 SCALE 1"=60' SHEET 1G OF 1	FINAL PLAT OF WOODHAVEN ESTATES SECTION 5 AMENDING PLAT No 1	**OWNER** **DRP TX 1, LLC** **a Delaware limited liability company** 520 Madison Ave, 21st Floor New York, NY 10022 936.999.6600 HBibb@glenmontdevelopment.com	QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Rd, Suite 200 • College Station, TX 77845 979.731.8000 alruiz@quiddity.com

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Woodhaven Estates Section 6 Amending Plat No. 1

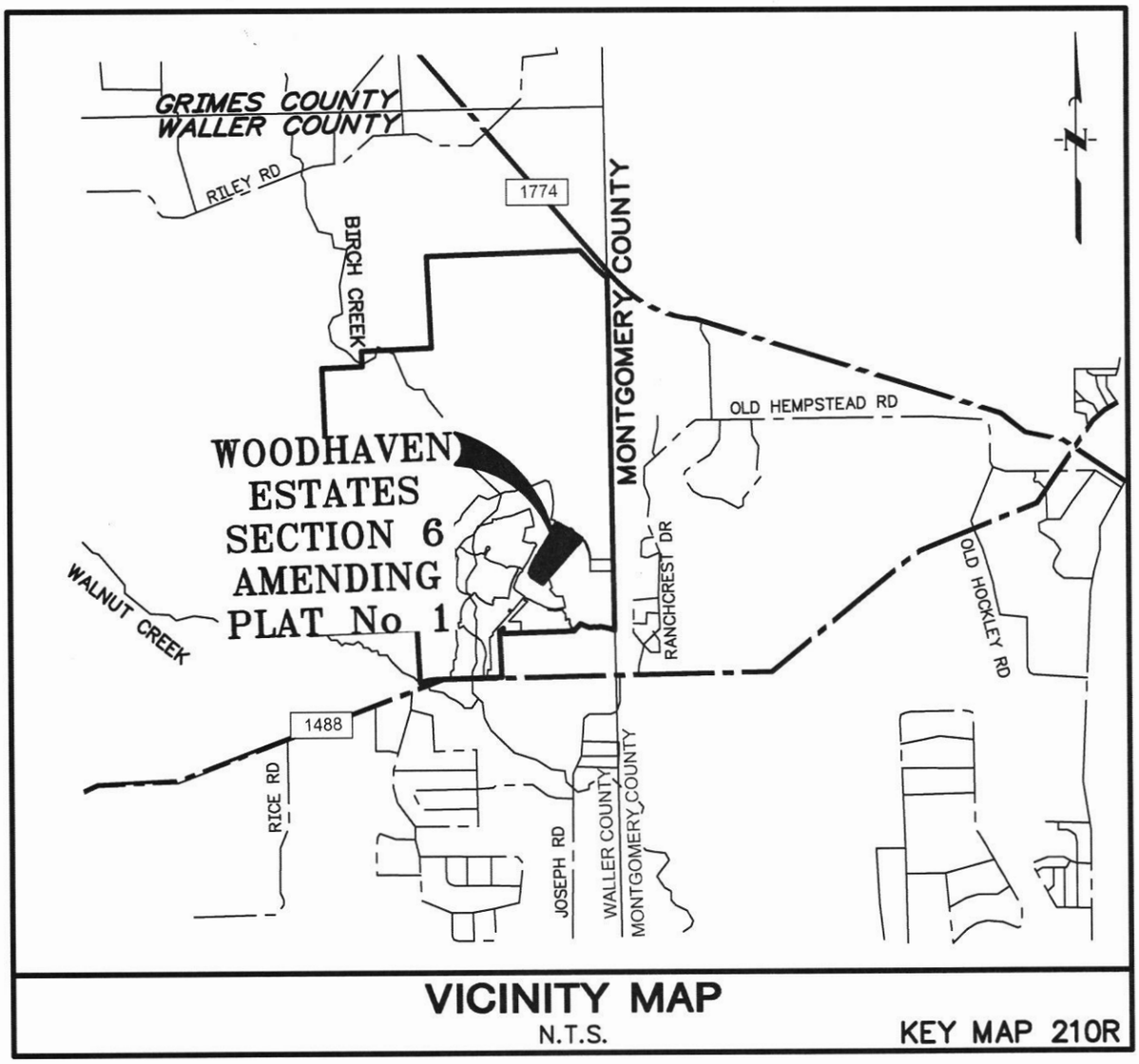
Date: April 15, 2026

Background

Amend Woodhaven Section 6 Plat No. 1 back of lot distances on lot 12 of block 1, lots 4, 18, 19, 25, 27 of block 2, add a distance to lot 21, and reserves "B and "C" of block 2, add bearings to lot 106 of block 3, and amend the overall distance of the ROW along ALMOND GROVE DRIVE.

Staff Recommendation

Amending Plat No. 1



VICINITY MAP
N.T.S.
KEY MAP 210R

FINAL PLAT OF
WOODHAVEN ESTATES
SECTION 6
AMENDING PLAT No 1

AN AMENDING PLAT OF
A SUBDIVISION OF 5.86 ACRES OF LAND
ALSO BEING AN AMENDING PLAT OF LOT 12, BLOCK 1, LOTS 4, 18, 19, 21, 25, 27 AND RESERVES "B" AND "C", BLOCK 2, LOTS 1-6, BLOCK 3, AND ALMOND GROVE DRIVE RECORDED UNDER C.C.F. No. 2512356
OUT OF THE
WILLIAM HILLHOUSE SURVEY, A-136

WALLER COUNTY, TEXAS

13 LOTS 1 RESERVE 3 BLOCKS

MARCH 2026

REASON FOR AMENDING PLAT: TO AMEND BACK OF LOT DISTANCES ON LOT 12 OF BLOCK 1, LOTS 4, 18, 19, 25, 27 OF BLOCK 2, ADD A DISTANCE TO LOT 21, AND RESERVES "B AND "C" OF BLOCK 2, ADD BEARINGS TO LOTS 1-6 OF BLOCK 3, AND AMEND THE OVERALL DISTANCE OF THE ROW ALONG ALMOND GROVE DRIVE.

DATE: MARCH 2026	FINAL PLAT OF WOODHAVEN ESTATES SECTION 6 AMENDING PLAT No 1	**OWNER** DRP TX 1, LLC a Delaware Limited Liability COmpany 520 MADISON AVE., 21ST FLOOR NEW YORK, NY 10022 936.777.6600 HBibb@glenmondevelopment.com	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 CJamnik@quiddity.com
SCALE NTS			
SHEET 1A OF 1			

K:\28166\28166-0018-01 WH East Sec 6\2 Design Phase\Planning\AMENDING PLAT\WH East Sec 6 - AMENDING - PLAT.dwg Mar 19,2026 - 9:10am druiz

LEGEND:
AC . . . . . "Acres"
AE . . . . . "Aerial Easement"
BL . . . . . "Building Line"
C.C.F. . . . . ."County Clerk's File"
CF. . . . . "Clerk's File"
DRWCT. . . . . "Deed Records, Waller County Texas"
IRF . . . . . ."Found 5/8–inch Iron Rod with cap stamped "Quiddity"
No . . . . . "Number"
OPRWC. . . . . "Official Public Records, Waller County"
O.P.R.W.C.T. . . . "Official Public Records, Waller County, Texas"
ROW . . . . . "Right–of–Way"
STM SE . . . . . "Storm Sewer Easement"
SSE . . . . . ."Sanitary Sewer Easement"
Sq Ft . . . . . ."Square Feet"
UE . . . . . "Utility Easement"
VOL _, PG _ . . "Volume and Page"
WLE . . . . . ."Waterline Easement"
• . . . . . "Set 3/4–inch Iron Rod with cap stamped "QUIDDITY ENG. PROPERTY CORNER" as Per Certification"
① . . . . . "Block Number"
. . . . . ."Street Name Break"

I, Christopher E. Curtis, hereby certify that the following changes were necessary to eliminate scrivener's errors which appear on the Woodhaven Estates Section 6 plat, recorded on October 1, 2025, in File No. 2512356 of the Plat Records Waller County, Texas:

Reason for Amending Plat
1. To correct back of lot distances on Lot 12 of Block 1.
2. To correct back of lot distances on Lots 4, 18, 19, 25 and 27 of Block 2.
3. To add a distance to Lot 21 and Reserves "B" and "C" of Block 2.
4. To add bearings to the Lots 1–6 of Block 3.
5. To add an overall distance to the ROW of Almond Grove Drive.

3/12/26

Christopher E. Curtis
Registered Professional Land Surveyor
Texas Registration No. 6111

STATE OF TEXAS
REGISTERED
CHRISTOPHER E. CURTIS
6111
PROFESSIONAL
LAND SURVEYOR

DATE: MARCH 2026	FINAL PLAT OF WOODHAVEN ESTATES SECTION 6 AMENDING PLAT No 1	**OWNER** **DRP TX 1, LLC** **a Delaware Limited Liability COmpany** 520 MADISON AVE., 21ST FLOOR NEW YORK, NY 10022 936.777.6600 HBibb@glenmondevelopment.com	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 CJamnik@quiddity.com
SCALE NTS			
SHEET 1B OF 1			

K:\28166\28166-0018-01 WH East Sec 6\2 Design Phase\Planning\AMENDING PLAT\WH East Sec 6 - AMENDING - PLAT.dwg Mar 12,2026 - 2:15pm druiz

STATE OF TEXAS §

COUNTY OF WALLER §

We, DRP TX 1, LLC, a Delaware Limited Liability Company, acting by and through Houdin Honarvar, Authorized Signer, owners of the property affected by this amending plat as indicated hereon, do hereby consent to this amending plat for the purposes herein expressed.

Further, Owners hereby certify that this amending plat does not attempt to alter, amend or remove any covenants or restrictions.

DRP TX 1, LLC,
a Delaware Limited Liability Company

By: DW General Partner, LLC
Its Manager

By: _____
Houdin Honarvar
Authorized Signer

STATE OF NY §

COUNTY OF NY §

BEFORE ME, the undersigned authority, on this day personally appeared Houdin Honarvar, Authorized Signer, of DRP TX 1, LLC, a Delaware Limited Liability Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of March, 2026

_____
Notary Public in and for the State of New York

Josephine G. Cimino
Print Name

7-5-2028
My Commission Expires:

JOSEPHINE G CIMINO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CI0026551
Qualified in Nassau County
My Commission Expires 7-5-2028

DATE: MARCH 2026	FINAL PLAT OF WOODHAVEN ESTATES SECTION 6 AMENDING PLAT No 1	**OWNER** **DRP TX 1, LLC** **a Delaware Limited Liability COmpany** 520 MADISON AVE., 21ST FLOOR NEW YORK, NY 10022 936.777.6600 HBibb@glenmondevelopment.com	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 CJamnik@quiddity.com
SCALE NTS			
SHEET 1C OF 1			

K:\28166\28166-0018-01 WH East Sec 6\2 Design Phase\Planning\AMENDING PLAT\WH East Sec 6 - AMENDING - PLAT.dwg Mar 12,2026 - 2:16pm alruiz

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

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

_____
Date

_____
J. Ross McCall, PE
County Engineer

STATE OF TEXAS §

COUNTY OF WALLER §

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

_____
Debbie Hollan
Waller County, Texas

By: _____
Deputy

CERTIFICATE OF COMMISSIONERS COURT

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

_____
Carbett "Trey" J. Duhon III
County Judge

_____
John A. Amsler
Commissioner, Precinct 1

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

_____
Kendric D. Jones
Commissioner, Precinct 3

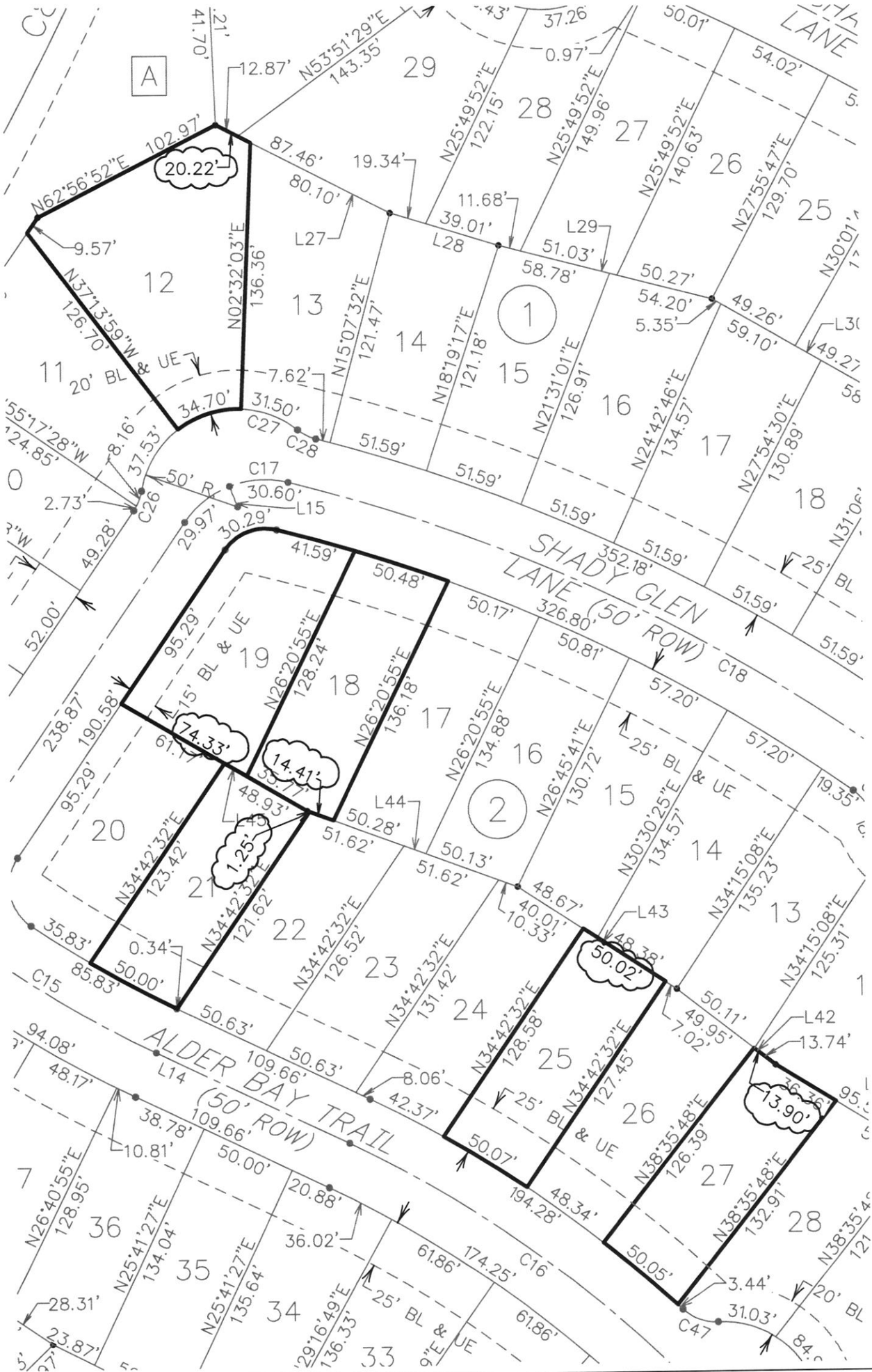
_____
Justin Beckendorff
Commissioner, Precinct 4

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

DATE: MARCH 2026 SCALE NTS SHEET 1D OF 1	FINAL PLAT OF WOODHAVEN ESTATES SECTION 6 AMENDING PLAT No 1	OWNER DRP TX 1, LLC a Delaware Limited Liability COmpany 520 MADISON AVE., 21ST FLOOR NEW YORK, NY 10022 936.777.6600 HBibb@glenmondevelopment.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 CJamnik@quiddity.com

K:\28166\28166-0018-01 WH East Sec 6\2 Design Phase\Planning\AMENDING PLAT\WH East Sec 6 - AMENDING - PLAT.dwg Mar 12,2026 - 2:16pm druiz

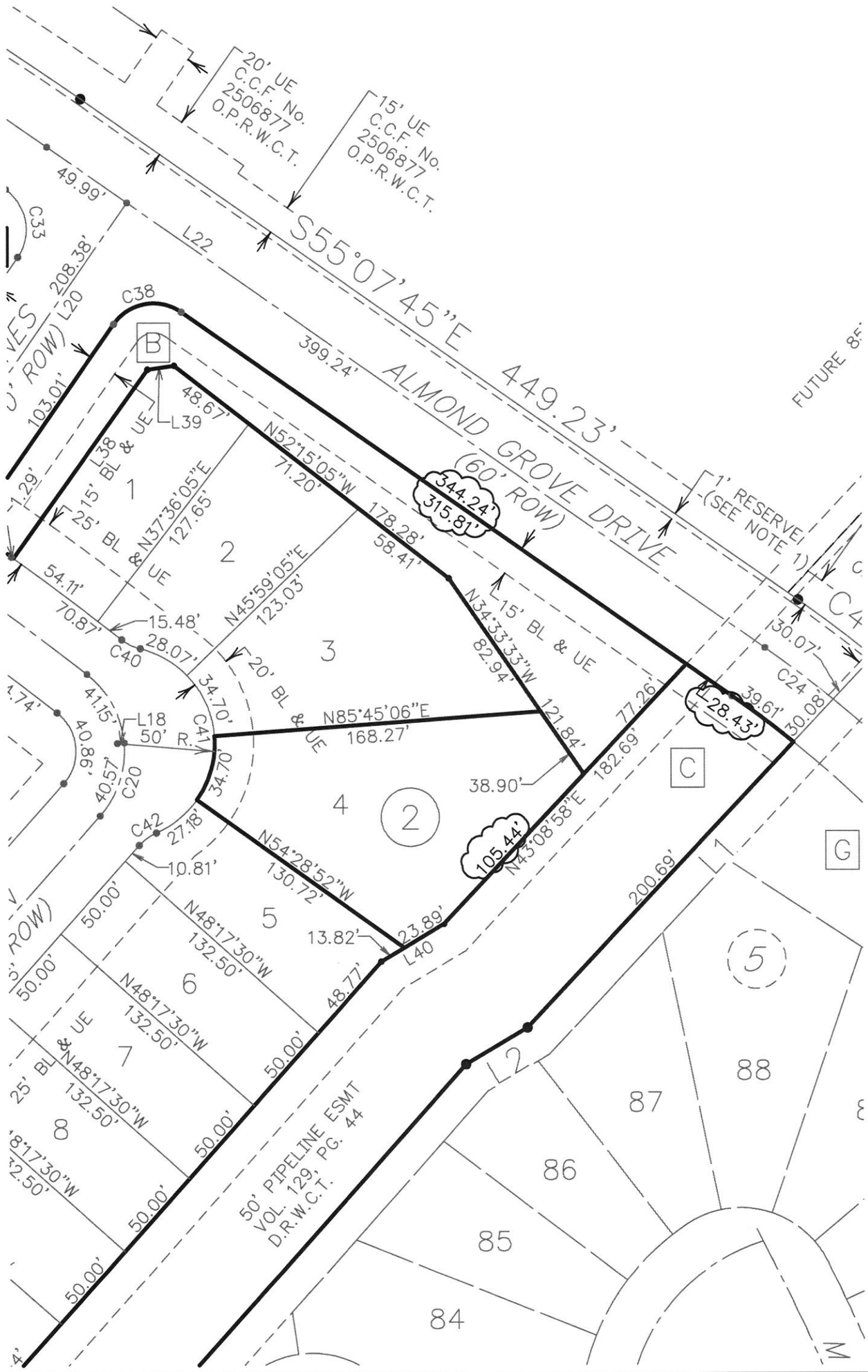
AMENDING AREA OF LOT 12, BLOCK 1 AND LOTS 18, 19, 21, 25 AND 27, BLOCK 2



DATE: MARCH 2026	FINAL PLAT OF WOODHAVEN ESTATES SECTION 6 AMENDING PLAT No 1	**OWNER** DRP TX 1, LLC a Delaware Limited Liability COmpany 520 MADISON AVE., 21ST FLOOR NEW YORK, NY 10022 936.777.6600 HBibb@glenmondevelopment.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 CJamnik@quiddity.com
SCALE 1"=80'			
SHEET 1E OF 1			

K:\28166\28166-0018-01 WH East Sec 6\2 Design Phase\Planning\AMENDING PLAT\WH East Sec 6 - AMENDING - PLAT.dwg Mar 12,2026 - 2:17pm druiz

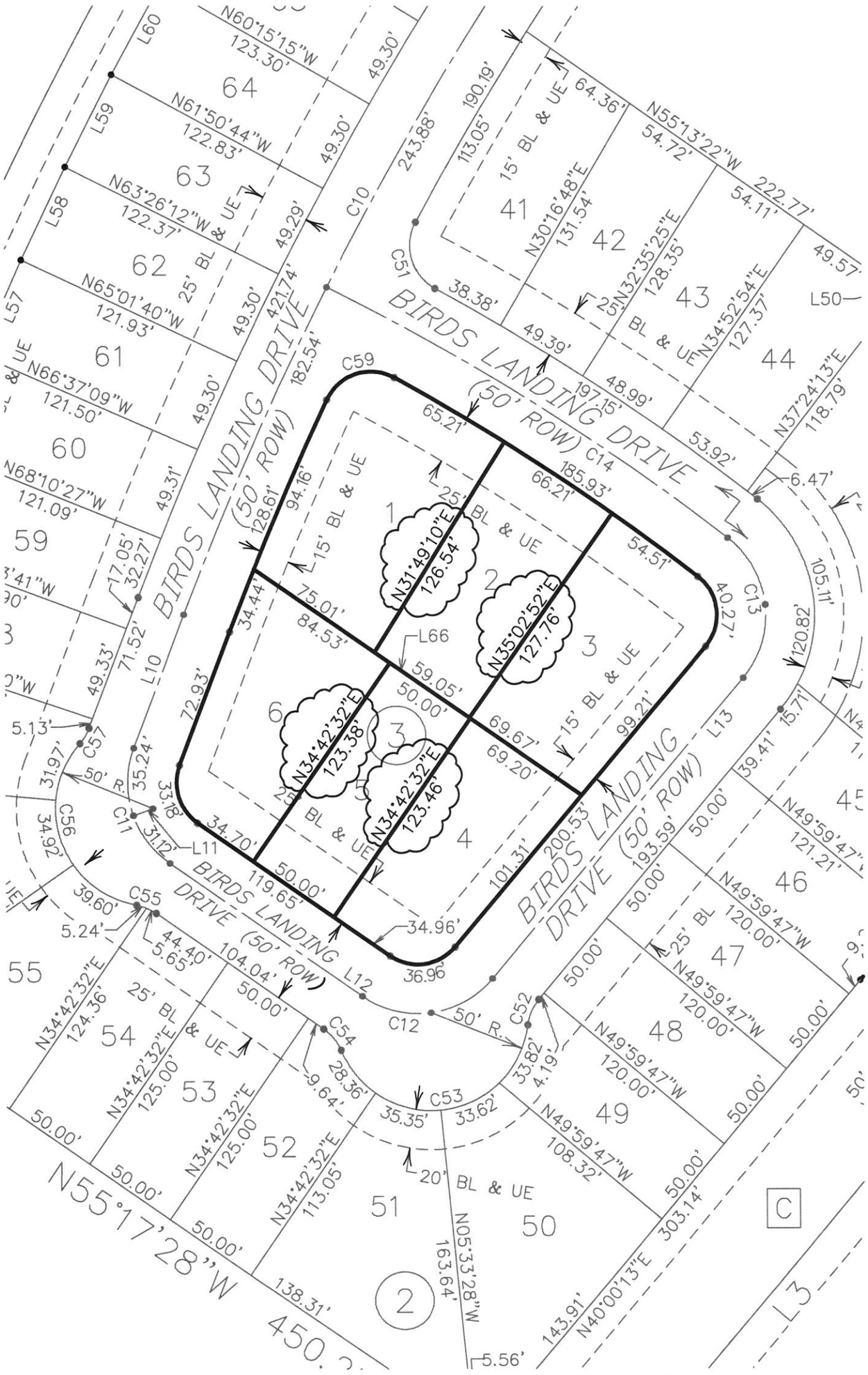
AMENDING AREA OF LOT 4, RESERVES "B" AND "C", BLOCK 2 AND ALMOND GROVE DRIVE



DATE: MARCH 2026	FINAL PLAT OF WOODHAVEN ESTATES SECTION 6 AMENDING PLAT No 1	**OWNER** DRP TX 1, LLC a Delaware Limited Liability COmpany 520 MADISON AVE., 21ST FLOOR NEW YORK, NY 10022 936.777.6600 HBibb@glenmondevelopment.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 CJamnik@quiddity.com
SCALE 1"=60'			
SHEET 1F OF 1			

K:\28166\28166-0018-01 WH East Sec 6\2 Design Phase\Planning\AMENDING PLAT\WH East Sec 6 - AMENDING - PLAT.dwg Mar 12,2026 - 2:18pm druiz

AMENDING AREA OF LOT 1–6, BLOCK 3



DATE: MARCH 2026	FINAL PLAT OF WOODHAVEN ESTATES SECTION 6 AMENDING PLAT No 1	**OWNER** DRP TX 1, LLC a Delaware Limited Liability COmpany 520 MADISON AVE., 21ST FLOOR NEW YORK, NY 10022 936.777.6600 HBibb@glenmondevelopment.com	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000 CJamnik@quiddity.com
SCALE 1"=60'			
SHEET 1G OF 1			

K:\28166\28166-0018-01 WH East Sec 6\2 Design Phase\Planning\AMENDING PLAT\WH East Sec 6 - AMENDING - PLAT.dwg Mar 12,2026 - 2:19pm druiz

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

March 27, 2026

Travis W Miller, P.E.
Jones Carter, Inc.
2322 West Grand Parkway North, Ste 150
Katy, TX 77449
832-913-4000

Re: Sunterra Section 12 – Final Acceptance

Mr. Miller,

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

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

If you have any questions, please let me know.

Sincerely,

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

Sunterra Section 12 Road Log													
Road Name	*Precinct*	*Length*		*Right-of-Way*	*Pavement*		*Acceptance*			*Subdivision*	*Plat Recordation*		*Costs/ft*
		Feet	Miles	Wideth	Type	Wideth	Date	Volume	Page		Date	Instrument No.	
Garden Jade Drive	3	446.9	0.084	50'	6" conc. Pave.	28'	6/15/2022			Freeman Ranch	9/15/2022	2212303	$104,838
Gable Breeze Drive	3	838.8	0.158	50'	6" conc. Pave.	28'	6/15/2022			Freeman Ranch	9/15/2022	2212303	$196,774
Sun Breeze Drive	3	142.1	0.026	50'	6" conc. Pave.	28'	6/15/2022			Freeman Ranch	9/15/2022	2212303	$33,335
Woodflower Drive	3	1143.6	0.216	50'	6" conc. Pave.	28'	6/15/2022			Freeman Ranch	9/15/2022	2212303	$268,277
Sunray Beach Drive	3	152.75	0.028	50'	6" conc. Pave.	28'	6/15/2022			Freeman Ranch	9/15/2022	2212303	$35,834
Jasmine View Lane	3	159	0.03	50'	6" conc. Pave.	28'	6/15/2022			Freeman Ranch	9/15/2022	2212303	$37,300
Summer Bend Drive	3	337.25	0.063	50'	6" conc. Pave.	28'	6/15/2022			Freeman Ranch	9/15/2022	2212303	$79,115
		3220.4	0.605										$755,473

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

March 27, 2026

Travis W Miller, P.E.
Jones Carter, Inc.
2322 West Grand Parkway North, Ste 150
Katy, TX 77449
832-913-4000

Re: Sunterra Section 13 – Final Acceptance

Mr. Miller,

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

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

If you have any questions, please let me know.

Sincerely,

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

Sunterra Section 13 Road Log													
Road Name	*Precinct*	*Length*		*Right-of-Way*	*Pavement*		*Acceptance*			*Subdivision*	*Plat Recordation*		*COSTS*
		Feet	Miles	Wideth	Type	Wideth	Date	Volume	Page		Date	Instrument No.	
Bright Hill Drive	3	1691	0.32	60'	6"conc. Pave	28'	6/15/2022			Freeman Ranch	11/16/2021	2113490	$396,692
Ventura Creek Drive	3	453.0	0.085	60'	6" conc. Pave	28'	6/15/2022			Freeman Ranch	11/16/2021	2113490	$106,269
Sun Breeze Drive	3	131.0	0.024	50'	6" conc. pave	28'	6/15/2022			Freeman Ranch	11/16/2021	2113490	$30,731
Tan Gable Lane	3	330	0.062	50'	6" conc. pave	28'	6/15/2022			Freeman Ranch	11/16/2021	2113490	$77,415
Summer Bend Drive	3	234	0.044	50'	6" conc. pave	28'	6/15/2022			Freeman Ranch	11/16/2021	2113490	$54,894
Coco Ray Lane	3	380	0.071	50'	6" conc. pave	28'	6/15/2022			Freeman Ranch	11/16/2021	2113490	$89,144
Grass Bend Drive	3	1353	0.256	50'	6" conc. pave	28'	6/15/2022			Freeman Ranch	11/16/2021	2113490	$317,400
Whisper Cove Court	3	96	0.018	50'	6" conc. pave	28'	6/15/2022			Freeman Ranch	11/16/2021	2113490	$22,521
		4668	0.88										$1,095,066

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

March 25, 2026

Karena B Hauter, P.E.
Quiddity
2322 West Grand Parkway North, Suite 150
Katy, TX 77449
832-923-4000

Re: Sunterra Section 73 – Final Acceptance

Mr. Hauter,

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

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

If you have any questions, please let me know.

Sincerely,

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

Sunterra Section 73 Road Log													
Road Name	*Precinct*	*Length*		*Right-of-Way*	*Pavement*		*Acceptance*			*Subdivision*	*Plat Recordation*		*Costs*
		Feet	Miles	Wideth	Type	Wideth	Date	Volume	Page		Date	Instrument No.	
Caymus Creek Drive	3	552	0.104	50'	6"conc. Pave	28'				Freeman Ranch	9/6/2024	2411085	$139,623
Merganser Ridge Drive	3	859.0	0.162	50'	6" conc. Pave	28'				Freeman Ranch	9/6/2024	2411085	$217,279
Colusa Ridge Drive	3	1150.0	0.217	50'	6" conc. pave	28'				Freeman Ranch	9/6/2024	2411085	$290,887
Wild Dunes Drive	3	1591	0.301	50'	6" conc. pave	28'				Freeman Ranch	9/6/2024	2411085	$402,438
Goshawk Drive	3	245	0.046	50'	6"conc pave	28'				Freeman Ranch	9/6/2024	2411085	$61,970

$1,112,197

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

March 25, 2026

Chris Roznovsky, P.E.
WGA
4526 Research Forest Drive, Ste 360
The Woodlands TX 77381
713-789-1900

Re: Kingsland Blvd East Expansion – Final Acceptance

Mr. Roznovsky,

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

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

If you have any questions, please let me know.

Sincerely,

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

Kingsland East Expansion

Road Name	Precinct	Length		Right-of-Way	Pavement		Subdivision	Plat Recordation		Cost of	Comments
		Feet	Miles	Width	Type	Width		Date	Instrument No.	Construction	
Kingsland Blvd	4	1847.00	0.35	100-Foot	8" Rein. Conc.	24	Nottingham Country			$306,147	
		1847.00	**0.35**							$ 306,147.00	

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

March 25, 2026

Neil A. Williams, P.E.
A & S Engineers, Inc.
10377 Stella Link Road
Houston, Texas 77025
713-942-2700

Re: Trails of Cochran Ranch Section 1 – Final Acceptance

Mr. Williams,

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

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

If you have any questions, please let me know.

Sincerely,

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

Road Name	Precinct	Length		Right-of-Way	Pavement		Acceptance			Subdivision	Plat Recordation		Cost of	Cost/LF	Comments
		Feet	Miles	Width	Type	Width	Date	Volume	Page		Date	Instrument No.	Construction		
Saigon Street	3	1187.49	0.22	80-Foot	7" Rein. Conc.	32	2/20/2024			Trails at Cochran Ranch - Section 1	2/24/2024	2402254	$ 344,305.69	$ 289.94	
Fastboy Lane	3	1235.39	0.23	60-Foot	6" Rein. Conc.	28	2/20/2024			Trails at Cochran Ranch - Section 1	2/24/2024	2402254	$ 305,173.42	$ 247.03	
Tejas Trail	3	2361.86	0.45	60-Foot	6" Rein. Conc.	28	2/20/2024			Trails at Cochran Ranch - Section 1	2/24/2024	2402254	$ 583,440.76	$ 247.03	
Kingston Way	3	1161.77	0.22	60-Foot	6" Rein. Conc.	28	2/20/2024			Trails at Cochran Ranch - Section 1	2/24/2024	2402254	$ 286,987.36	$ 247.03	
Grayson Baw Lane	3	645.67	0.12	60-Foot	6" Rein. Conc.	28	2/20/2024			Trails at Cochran Ranch - Section 1	2/24/2024	2402254	$ 159,497.26	$ 247.03	
Kim Lane	3	378.86	0.07	60-Foot	6" Rein. Conc.	28	2/20/2024			Trails at Cochran Ranch - Section 1	2/24/2024	2402254	$ 93,588.26	$ 247.03	
		6971.04	**1.32**												

Total Cost
$ 1,772,992.75

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

March 26, 2026

Chance Vinklarek, P.E.
LJA Engineering, Inc.
1904 West Grand Parkway North, Ste 100
Katy TX 77449
713953-5200

Re: Azalea Section 1 – Substantial Completion/One-Year Warranty Period

Mr. Williams,

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

On November 20, 2025, Mr. Vincent Hensen from the Waller County Engineering Department concluded all punch list items are completed.

The County will consider the maintenance period to start on 11/20/2025. The road will be reviewed again in one (1) year to determine if any additional work is required before a motion for final acceptance of the road is submitted to the Waller County Commissioners' Court.

Please contact us on or after the anniversary date of 11/20/2026 to schedule the Final Inspection.

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

Sincerely,

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

Azalea Section 1

Road Name	Precinct(s)	Location	Length		Right-of-Way	Pavement		Acceptance			Subdivision	Plat Recordation		Cost Of Construction	Comments
			Feet	Miles	Width	Type	Width	Date	Volume	Page		Date	Instrument No.		
Cherry Bark Drive	3	Azalea Section 1 - Cherry Bark Drive	916.51	0.1736	60	Concrete	28				Azalea Section 1	11/12/2025	2514617	285.87	2 lanes, two-way, 28' B-B
Redbud Ridge Drive	3	Azalea Section 1- Redbud Ridge Drive	448	0.0848	60	Concrete	28				Azalea Section 1	11/12/2025	2514617	285.87	2 lanes, two-way, 28' B-B
Magnolia View Drive-2	3	Azalea Section 1- Magnolia View Drive-2	808.57	0.1531	60	Concrete	28				Azalea Section 1	11/12/2025	2514617	285.87	2 lanes, two-way, 28' B-B
Magnolia View Drive-1	3	Azalea Section 1- Magnolia View Drive-1	747.66	0.1416	60	Concrete	28				Azalea Section 1	11/12/2025	2514617	285.87	2 lanes, two-way, 28' B-B
Juniper Pass Drive	3	Azalea Section 1- Juniper Pass Drive	578.54	0.109572	60	Concrete	28				Azalea Section 1	11/12/2025	2514617	285.87	2 lanes, two-way, 28' B-B
Hickory Hills Drive	3	Azalea Section 1- Hickory Hills Drive	1068.8	0.2024242	60	Concrete	28				Azalea Section 1	11/12/2025	2514617	285.87	2 lanes, two-way, 28' B-B
Hawthorn Hill Street	3	Azalea Section 1- Hawthorn Hill Street	232.68	0.0440682	80	Concrete	24				Azalea Section 1	11/12/2025	2514617	285.87	2 lanes, two-way, (2) 24' B-B, 10' Median
Emory Creek Street	3	Azalea Section 1- Emory Creek Street	166	0.0314394	60	Concrete	28				Azalea Section 1	11/12/2025	2514617	285.87	2 lanes, two-way, 28' B-B
Sassafras Street	3	Azalea Section 1- Sassafras Street	128.57	0.0243504	60	Concrete	28				Azalea Section 1	11/12/2025	2514617	285.87	2 lanes, two-way, 28' B-B
Morton Road Left Turn Lane	3	Azalea Section 1- Morton Road Left Turn Lane	710	0.1344697	60	Asphalt	11				Azalea Section 1	11/12/2025	2514617	285.87	33' E-E, 11' existing lane, 11' turn lane, 11' asphalt expansion
														$1,659,559.40	

Azalea Section 1

Road Name	Precinct(s)	Location	Length		Right-of-Way	Pavement		Acceptance			Subdivision	Plat Recordation		Cost Of Construction	Comments
			Feet	Miles	Width	Type	Width	Date	Volume	Page		Date	Instrument No		
Cherry Bark Drive	3	Azalea Section 1 - Cherry Bark Drive	916 51	0.1736	60	Concrete	26				Azalea Section 1	11/12/2025	2514617	285 87	2 lanes, two-way, 26' B-B
Redbud Ridge Drive	3	Azalea Section 1- Redbud Ridge Drive	446	0 0848	60	Concrete	26				Azalea Section 1	11/12/2025	2514617	285 87	2 lanes, two-way, 26' B-B
Magnolia View Drive-2	3	Azalea Section 1- Magnolia View Drive-2	808 57	0 1531	60	Concrete	26				Azalea Section 1	11/12/2025	2514617	285 87	2 lanes, two-way, 26' B-B
Magnolia View Drive-1	3	Azalea Section 1- Magnolia View Drive-1	747 66	0 1416	60	Concrete	26				Azalea Section 1	11/12/2025	2514617	285 87	2 lanes, two-way, 26' B-B
Juniper Pass Drive	3	Azalea Section 1- Juniper Pass Drive	578 54	0 109572	60	Concrete	26				Azalea Section 1	11/12/2025	2514617	285 87	2 lanes, two-way, 26' B-B
Hickory Hills Drive	3	Azalea Section 1- Hickory Hills Drive	1068 8	0 2024242	60	Concrete	26				Azalea Section 1	11/12/2025	2514617	285 87	2 lanes, two-way, 26' B-B
Hawthorn Hill Street	3	Azalea Section 1- Hawthorn Hill Street	232 68	0 0440682	60	Concrete	24				Azalea Section 1	11/12/2025	2514617	285 87	2 lanes, two-way, (2) 24' B-B, 10' Median
Emory Creek Street	3	Azalea Section 1- Emory Creek Street	166	0 0314394	60	Concrete	26				Azalea Section 1	11/12/2025	2514617	285 87	2 lanes, two-way, 26' B-B
Sassafras Street	3	Azalea Section 1- Sassafras Street	128 57	0 0243504	60	Concrete	26				Azalea Section 1	11/12/2025	2514617	285 87	2 lanes, two-way, 26' B-B
Morton Road Left Turn Lane	3	Azalea Section 1- Morton Road Left Turn Lane	710	0.1344697	60	Asphalt	11				Azalea Section 1	11/12/2025	2514617	285 87	33' E-E, 11' existing lane, 11' turn lane, 11' asphalt expansion
														$1,659,559 40	

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

March 27, 2026

Richard Le, PE
RG Miller Engineers, Inc.
1080 Eldridge Parkway, Ste 600
Houston, TX 77077
713-461-9600

Re: Sofi Lakes Section 2 – Substantial Completion/One-Year Warranty Period

Mr. Le,

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

On March 19, 2026, Mr. Vincent Hensen from the Waller County Engineering Department concluded that all punch list items are completed.

The County will consider the maintenance period to start on 03/19/2026. The road will be reviewed again in one (1) year to determine if any additional work is required before a motion for final acceptance of the road is submitted to the Waller County Commissioners' Court.

Please contact us on or after the anniversary date of 03/19/2027 to schedule the Final Inspection.

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

Sincerely,

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

Sofi Lakes Section 2

Road Name	Precinct	Length		Right-of-Way	Pavement		Subdivision	Plat Recordation		Cost of	Comments
		Feet	Miles	Width	Type	Width		Date	Instrument No.	Construction	
Quail Lakes Drive	3	810.57	0.15	60-Foot	6" Rein. Conc.	28	Sofi Lakes Sec 2	2/11/2026	2601782	$ 208,685.14	
Hidden Hills Lane	3	1094.65	0.21	60-Foot	6" Rein. Conc.	28	Sofi Lakes Sec 2	2/11/2026	2601782	$ 281,822.90	
Fox Manor Lane	3	788.43	0.15	60-Foot	6" Rein. Conc.	28	Sofi Lakes Sec 2	2/11/2026	2601782	$ 202,985.09	
Still Water Lane	3	436.26	0.08	60-Foot	6" Rein. Conc.	28	Sofi Lakes Sec 2	2/11/2026	2601782	$ 112,317.23	
Cold Terrace Lane	3	301.84	0.06	60-Foot	6" Rein. Conc.	28	Sofi Lakes Sec 2	2/11/2026	2601782	$ 77,710.16	
Arbor Village Lane	3	522.90	0.10	60-Foot	6" Rein. Conc.	28	Sofi Lakes Sec 2	2/11/2026	2601782	$ 134,623.12	
Rams Run Lane	3	590.04	0.11	60-Foot	6" Rein. Conc.	28	Sofi Lakes Sec 2	2/11/2026	2601782	$ 151,908.63	
Grand Knoll Lane	3	300.00	0.06	60-Foot	6" Rein. Conc.	28	Sofi Lakes Sec 2	2/11/2026	2601782	$ 77,236.44	
Hawk Gate Lane	3	1002.35	0.19	60-Foot	6" Rein. Conc.	28	Sofi Lakes Sec 2	2/11/2026	2601782	$ 258,059.82	
Hidden Glen Lane	3	284.38	0.05	60-Foot	6" Rein. Conc.	28	Sofi Lakes Sec 2	2/11/2026	2601782	$ 73,215.00	
Bear Run Lane	3	319.27	0.06	60-Foot	6" Rein. Conc.	28	Sofi Lakes Sec 2	2/11/2026	2601782	$ 82,197.59	
Palm Canyon Lane	3	701.88	0.13	60-Foot	6" Rein. Conc.	28	Sofi Lakes Sec 2	2/11/2026	2601782	$ 180,702.38	
		7152.57	**1.35**							**$1,841,463.50**	

Item 17.

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

March 27, 2026

Richard Le, PE
RG Miller Engineers, Inc.
1080 Eldridge Parkway, Ste 600
Houston, TX 77077
713-461-9600

Re: Sofi Lakes Section 1 – Substantial Completion/One-Year Warranty Period

Mr. Le,

This formal notice is per your request to inspect the above referenced project in order to begin the one (1) year maintenance period.
Substantial
On March 19, 2026, Mr. Vincent Hensen from the Waller County Engineering Department concluded that all punch list items are completed.

The County will consider the maintenance period to start on 03/24/2026. The road will be reviewed again in one (1) year to determine if any additional work is required before a motion for final acceptance of the road is submitted to the Waller County Commissioners' Court.

Please contact us on or after the anniversary date of 03/24/2027 to schedule the Final Inspection.

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

Sincerely,

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

Sofi Lakes Section 1

Road Name	Precinct	Length		Right-of-Way	Pavement		Subdivision	Plat Recordation		Cost of	Comments
		Feet	Miles	Width	Type	Width		Date	Instrument No.	Construction	
Hidden Hills Lane	3	1323.49	0.25	60-Foot	6" Rein. Conc.	28	Sofi Lakes Sec 1	2/11/2026	2601774	$ 373,672.17	
Ballard Vista Lane	3	183.42	0.03	60-Foot	6" Rein. Conc.	28	Sofi Lakes Sec 1	2/11/2026	2601774	$ 51,786.53	
Moss Vista Lane	3	797.00	0.15	60-Foot	6" Rein. Conc.	28	Sofi Lakes Sec 1	2/11/2026	2601774	$ 225,023.78	
Bella Hills Lane	3	287.00	0.05	60-Foot	6" Rein. Conc.	28	Sofi Lakes Sec 1	2/11/2026	2601774	$ 81,031.15	
Saddle Creek Lane	3	731.39	0.14	60-Foot	6" Rein. Conc.	28	Sofi Lakes Sec 1	2/11/2026	2601774	$ 206,499.55	
Palm Canyon Lane	3	84.53	0.02	60-Foot	6" Rein. Conc.	28	Sofi Lakes Sec 1	2/11/2026	2601774	$ 23,866.07	
Arbor Village Lane	3	852.29	0.16	60-Foot	6" Rein. Conc.	28	Sofi Lakes Sec 1	2/11/2026	2601774	$ 240,634.27	
Spark Vista Lane	3	117.32	0.02	60-Foot	6" Rein. Conc.	28	Sofi Lakes Sec 1	2/11/2026	2601774	$ 33,123.95	
Rose Commons Lane	3	300.00	0.06	60-Foot	6" Rein. Conc.	28	Sofi Lakes Sec 1	2/11/2026	2601774	$ 84,701.55	
High Meadow Lane	3	765.29	0.14	60-Foot	6" Rein. Conc.	28	Sofi Lakes Sec 1	2/11/2026	2601774	$ 216,070.82	
Dell Commons Lane	3	276.40	0.05	60-Foot	6" Rein. Conc.	28	Sofi Lakes Sec 1	2/11/2026	2601774	$ 78,038.36	
Eagle Mannor Lane	3	337.10	0.06	60-Foot	6" Rein. Conc.	28	Sofi Lakes Sec 1	2/11/2026	2601774	$ 95,176.31	
		6055.23	1.15							$1,709,624.50	

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

March 31, 2026

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

Re: Bluestem Section 5 – Substantial Completion/One-Year Warranty Period

Mr. Le,

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

On March 3, 2026, Mr. Vincent Hensen from the Waller County Engineering Department concluded that all punch list items are completed.

The County will consider the maintenance period to start on 03/3/2026. The road will be reviewed again in one (1) year to determine if any additional work is required before a motion for final acceptance of the road is submitted to the Waller County Commissioners' Court.

Please contact us on or after the anniversary date of 03/3/2027 to schedule the Final Inspection.

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

Sincerely,

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

Bluestem Section 5 Road Log

Road Name	Precinct	Length		Right-of-Way	Pavement		Acceptance			Subdivision	Plat Recordation		Cost per Linear Foot	Comments
		Feet	Miles	Width	Type	Width	Date	Volume	Page		Date	Instrument No.	$284.03	
Juniper Drive	4	1024.26	0.19	50'	6" Rein. Conc.	28'				Bluestem Section 5	12/22/2025	2516611	$290,917.19	Cul-de-sac street
El Dorado Drive	4	539.63	0.10	50'	6" Rein. Conc.	28'				Bluestem Section 5	12/22/2025	2516611	$153,269.33	
Purpletop Lane	4	327.91	0.06	50'	6" Rein. Conc.	28'				Bluestem Section 5	12/22/2025	2516611	$93,135.20	
Swallowtail Circle	4	313.58	0.06	50'	6" Rein. Conc.	28'				Bluestem Section 5	12/22/2025	2516611	$89,065.09	Cul-de-sac street
Buckthorn Drive	4	1074.41	0.20	50'	6" Rein. Conc.	28'				Bluestem Section 5	12/22/2025	2516611	$305,161.13	
Windflower Court	4	443.38	0.08	50	6" Rein. Conc.	28'				Bluestem Section 5	12/22/2025	2516611	$125,931.76	Cul-de-sac street
		3,723.17	**0.71**										**$1,057,763.72**	

WALLER COUNTY
ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer

March 31, 2026

Richard Le, PE
RG Miller Engineers, Inc.
1080 Eldridge Parkway, Ste 600
Houston, TX 77077
713-461-9600

Re: Sofi Lakes Blvd and Yara Drive Street Dedication – Substantial Completion/One-Year Warranty Period

Mr. Le,

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

On March 25, 2026, Mr. Vincent Hensen from the Waller County Engineering Department concluded that all punch list items are completed.

The County will consider the maintenance period to start on 03/25/2026. The road will be reviewed again in one (1) year to determine if any additional work is required before a motion for final acceptance of the road is submitted to the Waller County Commissioners' Court.

Please contact us on or after the anniversary date of 03/25/2027 to schedule the Final Inspection.

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

Sincerely,

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

Sofi Lakes Blvd & Yara Drive Street Dedication

Road Name	Precinct	Length		Right-of-Way	Pavement		Subdivision	Plat Recordation		Cost of	Comments
		Feet	Miles	Width	Type	Width		Date	Instrument No.	Construction	
Sofi Lakes Boulevard	3	913.31	0.17	Varies 80-100 -Foot	8" Rein. Conc.	50	Sofi Lakes Boulevard and Yara Drive Street Dedication	2/11/2026	2601790	$ 717,225.00	
		913.31	**0.17**							$ 717,225.00	

Item 20.

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

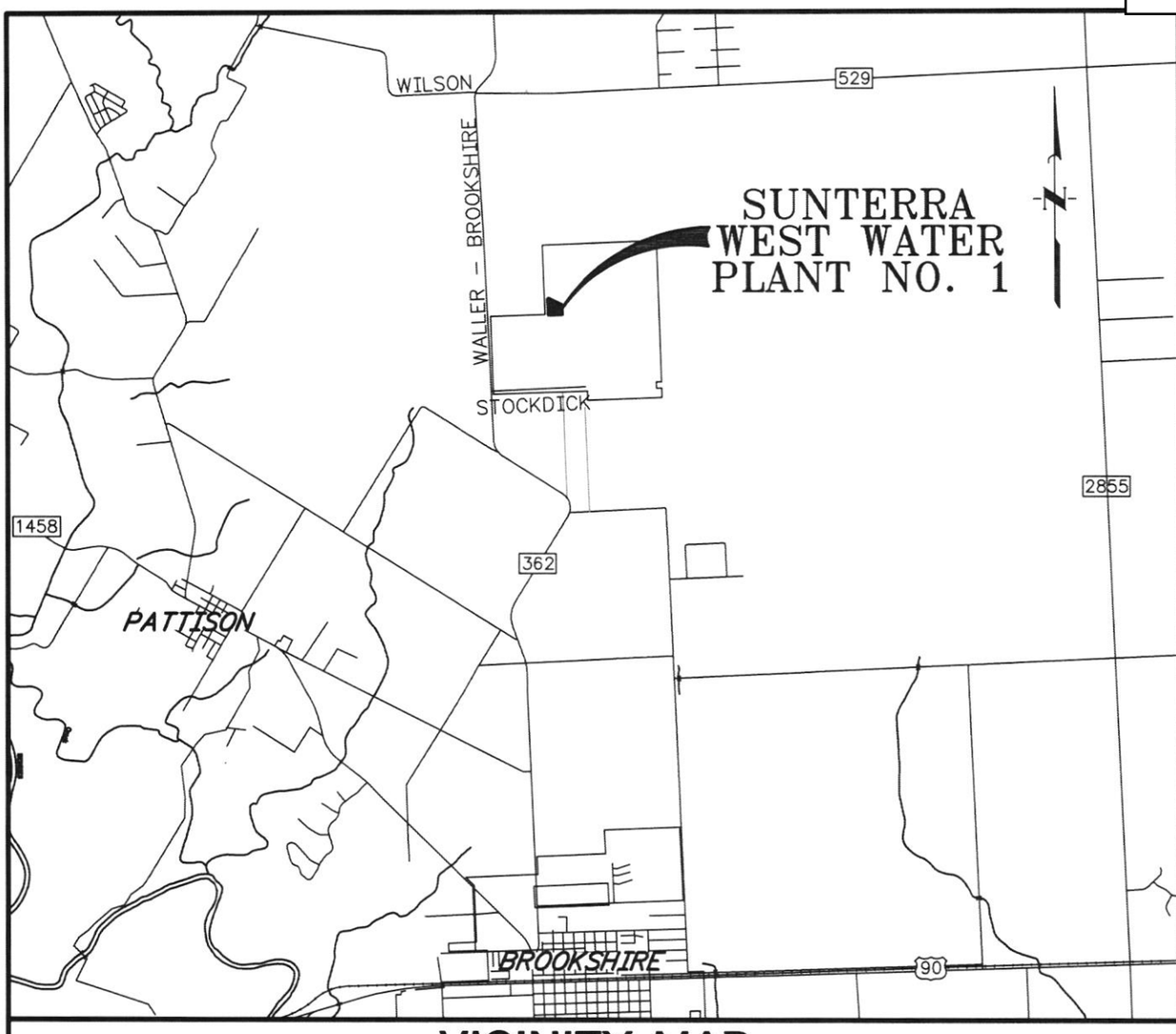
To: Honorable Commissioners' Court

Item: Final Plat Approval-Sunterra Lakes North Water Plant No. 1

Date: April 15, 2026

Background
Final Plat of Sunterra Lakes Water Plant No. 1 which consists of 3.06 acres will include 1 Block and 1 Reserve Precinct 3.

Staff Recommendation
Approve Plat



VICINITY MAP
N.T.S.
KEY MAP 401Z

FINAL PLAT OF
SUNTERRA LAKES
WATER PLANT NO. 1
A SUBDIVISION OF 3.06 ACRES OF LAND
OUT OF THE
H. & T. C. RAILROAD COMPANY SURVEY SECTION 49, A-142
WALLER COUNTY, TEXAS
1 BLOCK 1 RESERVE
JANUARY 2026

DATE: JANUARY 2026 SCALE NTS SHEET 1A OF 1	FINAL PLAT OF SUNTERRA LAKES WATER PLANT NO 1	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10045100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

K:\28745\28745-0011-01 Sunterra West Water Plant No. 1 & Remote Well\2 Design Phase\Planning\Royal WP No 1-PLAT.dwg Mar 24,2026 - 8:43am CKJ

BS

STATE OF TEXAS §

COUNTY OF WALLER §

A METES & BOUNDS description of a 3.06 acre tract of land in the H. & T. C. Railroad Company Survey Section 49, Abstract 142, Waller County, Texas, being out of and a part of the residue of that certain called 639.96 acre tract recorded under County Clerk's File Number 2311587, Official Public Records, Waller County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at a 5/8 inch iron rod with cap marked "Quiddity" found for a reentry corner of the residue of said called 639.96 acre tract, same being a southeast corner of an adjoining residue of a called 1,464.203 acre tract recorded in Volume 1313, Page 308, Official Records, Waller County, Texas, from which a 5/8 inch iron rod with cap marked "Quiddity" found for the lower northwest corner of the residue of said called 639.96 acre tract, being in the east right-of-way line of F. M. Highway 362, bears South 87 degrees 51 minutes 57 seconds West, 1,956.64 feet;

Thence North 56 degrees 48 minutes 16 seconds East crossing the residue of said called 639.96 acre tract, 194.26 feet to the southwest corner and Place of Beginning of the herein described tract;

Thence North 02 degrees 12 minutes 47 seconds West establishing the west line of the herein described tract, 426.36 feet to the northwest corner of the herein described tract, being a point in the southwest line of an adjoining called 0.12 acre tract (Director Lot #1) recorded under County Clerk's File Number 2313309, Official Public Records, Waller County, Texas;

Thence South 64 degrees 43 minutes 15 seconds East along the northeast line of the herein described tract, same being the southwest line of said adjoining called 0.12 acre tract, the southwest line of an adjoining called 0.12 acre tract (Director Lot #2) recorded under County Clerk's File Number 2313312, Official Public Records, Waller County, Texas, the southwest line of an adjoining called 0.12 acre tract (Director Lot #3) recorded under County Clerk's File Number 2313306, Official Public Records, Waller County, Texas, the southwest line of an adjoining called 0.12 acre tract (Director Lot #4) recorded under County Clerk's File Number 2313303, Official Public Records, Waller County, Texas, and the southwest line of an adjoining called 0.12 acre tract (Director Lot #5) recorded under County Clerk's File Number 2313296, Official Public Records, Waller County, Texas, 473.15 feet to the northeast corner of the herein described tract;

Thence South 02 degrees 12 minutes 47 seconds East crossing the residue of said called 639.96 acre tract and establishing the east line of the herein described tract, 207.95 feet to the southeast corner of the herein described tract;

Thence South 87 degrees 47 minutes 13 seconds West establishing the south line of the herein described tract, 419.71 feet to the Place of Beginning and containing 3.06 acres of land, more or less.

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DATE: JANUARY 2026	FINAL PLAT OF SUNTERRA LAKES WATER PLANT NO 1	**OWNER/DEVELOPER:** **ASTRO SUNTERRA WEST L.P.** **a Delaware Limited Liability Company** 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10041300 2322 West Grand Parkway North, Suite 150 · Katy, TX 77449 · 832.913.4000
SCALE SCALE NTS			
SHEET 1B OF 1			

Legend:

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

General Notes:

1. The coordinates shown hereon are Texas Coordinate System of 1983, South Central Zone, based upon GPS observations. To convert the coordinates shown hereon to surface coordinates, apply a combined scale factor of 1.0001056912.
2. Elevations shown hereon are based on GPS observations taken May 3, 2023, and processed using the NGS OPUS program adjusting to CORS stations ROD1, TXWH and ZHU1. NAVD 88 (geoid 12B)
3. Sidewalks shall be built or caused to be built not less than five feet in width on both sides of all dedicated rights-of-way within said plat and on the contiguous right-of-way of all perimeter roads surrounding said plat, in accordance with the A.D.A.
4. Site plans shall be submitted to Waller County and any other applicable jurisdiction for review and approval.
5. Development Permits and all other applicable permits shall be obtained from Waller County prior to beginning construction.
6. The drainage system for this subdivision is designed in accordance with the Brookshire-Katy Drainage Criteria Manual which allows street ponding with intense rainfall events.
7. All property to drain into the drainage easements only through an approved drainage structure.
8. All drainage easements to be kept clear of fences, buildings, vegetations, and other obstructions to the operation and maintenance of drainage facility.
9. This tract lies within Unshaded Zone "X" of the Flood Insurance Rate Map, Community No. 480640, Map number 48473C0350E, Panel 0350, suffix "E" dated February 18, 2009 for Waller County, Texas and incorporated areas. Unshaded Zone "X" is defined as areas determined to be outside the 0.2% annual chance floodplain.
10. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
11. No pipeline or pipeline easements exist within the boundaries of this plat.
12. TBM 555545: Being a 3/4" iron rod with cap marked "Quiddity Eng. Control" located approximately 2,423 feet southeast from a 5/8" Iron Rod with cap marked "Quiddity" found for the lower northwest corner of a called 639.96 acre tract recorded under County Clerk's File Number 2311587, Official Public Records, Waller County, Texas, also being approximately 1,161 feet southeast from a 5/8" Iron rod with cap marked "Quiddity" found for the lower northeast corner of said called 639.96 acre tract, being also being approximately 2,692 feet northeast from a 1/2" Iron pipe found for the southwest corner of said called 639.96 acre tract. Coordinates – N: 13868903.09 E: 2934378.97 Elevation: 183.86' (NAVD 88).
13. Tract is subject to Telecommunications Easement recorded under C.C.F. No. 2409048, O.P.R.W.C.T.
14. Tract is subject to Water Plant Easement recorded under C.C.F. No. 2510403, O.P.R.W.C.T.
15. With respect to recorded instruments within this plat, surveyor relied on City Planning Letter issued by Charter Title Company, GF No. 1076602100218A, Dated January 14, 2026.

RESTRICTED RESERVE [A]
Restricted to Water Plant
Purposes Only
3.06 AC
133,115 Sq. Ft.

DATE: JANUARY 2026	FINAL PLAT OF SUNTERRA LAKES WATER PLANT NO 1	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10045100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE NTS			
SHEET 1C OF 1			

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

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

_____
Date

_____
J. Ross McCall, PE,
County Engineer

STATE OF TEXAS §
COUNTY OF WALLER §

I, Debbie Hollan, County Clerk in and for Waller County, hereby certify that the foregoing instrument with its certificate of authentication was filed for recordation in my office on _____, 20__, at o'clock __M in File No. _____ of the Official public Records of Waller County. Witness my hand and seal of office, at Hempstead, Texas, the day and date last above written.

_____
Debbie Hollan
Waller County, Texas

By: _____
Deputy

CERTIFICATE OF COMMISSIONERS COURT

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

_____
Carbett "Trey" J. Duhon III
County Judge

_____
John A. Amsler
Commissioner, Precinct 1

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

_____
Kendric D. Jones
Commissioner, Precinct 3

_____
Justin Beckendorff
Commissioner, Precinct 4

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

DATE: JANUARY 2026	FINAL PLAT OF SUNTERRA LAKES WATER PLANT NO 1	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10045100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE NTS			
SHEET 1D OF 1			

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STATE OF TEXAS §

COUNTY OF WALLER §

We, Astro Sunterra West, LP, a Delaware Limited Partnership, acting by and through Brian Stidham, Authorized Signer, owner hereinafter referred to as Owners of the 3.06 acre tract described in the above and foregoing map of Sunterra West Water Plant, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Astro Sunterra West, L.P., a Delaware Limited Partnership has caused these presents to be signed by Brian Stidham, Authorized Signer, thereunto authorize, this 16th day of Febmay, 20 26

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

By: Astro Sunterra West GP L.L.C.
a Delaware Limited Liability Company,
Its General Partner

By: _____
Brian Stidham
Authorized Signer

STATE OF TEXAS §

COUNTY OF Harris §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of Febmay, 20 26.

_____
Notary Public in and for the State of Texas

Hope Allday
Print Name

My commission expires: 11-6-2028

HOPE ALLDAY
NOTARY PUBLIC
STATE OF TEXAS
ID# 135160965
EXPIRES 11-6-2028

DATE: JANUARY 2026	FINAL PLAT OF SUNTERRA LAKES WATER PLANT NO 1	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10045100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE NTS			
SHEET 1E OF 1			

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

No portion of this subdivision lies within the boundaries of any municipality's corporate city limits, or area of extra territorial jurisdiction.

No portion of this subdivision lies within the boundaries of the 1% annual chance (100–year) floodplain as delineated on Waller County Community Panel #480640 of FIRM Map No. 48473C0350E dated 2/18/2009.

No portion of this subdivison lies within the boundaries of the 0.2% annual chance (500–year) floodplain as delineated on Waller County Community Panel #480640 of FIRM Map No. 48473C0350E, dated 2/18/2009.

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

BROOKSHIRE–KATY DRAINAGE DISTRICT PERMIT NO. 2024–78

APPROVED BY THE BOARD OF SUPERVISORS ON 03·10·2025
DATE

PRESIDENT

SECRETARY

DISTRICT ENGINEER

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

DATE: JANUARY 2026	FINAL PLAT OF SUNTERRA LAKES WATER PLANT NO 1	**OWNER/DEVELOPER:** **ASTRO SUNTERRA WEST L.P.** **a Delaware Limited Liability Company** 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713–783–6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-22290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE NTS			
SHEET 1F OF 1			

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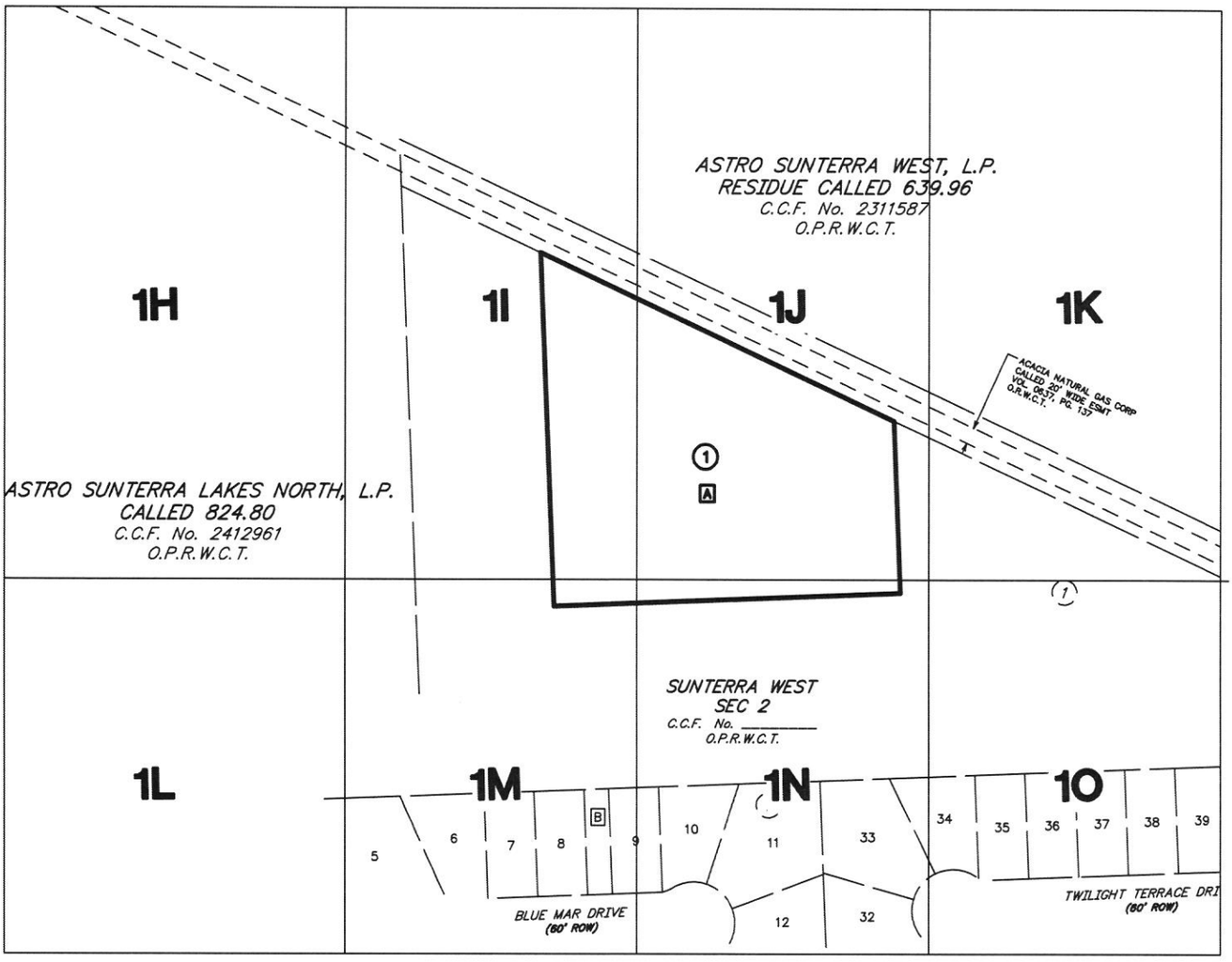

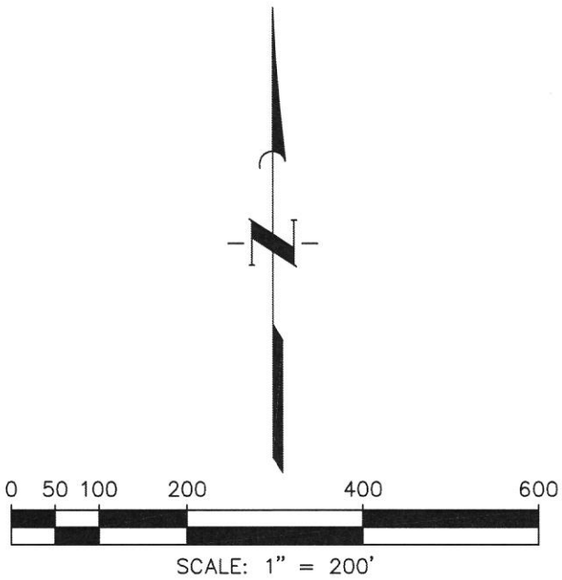

DATE: JANUARY 2026 SCALE1"=300 SHEET 1G OF 1	FINAL PLAT OF SUNTERRA LAKES WATER PLANT NO 1	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration No. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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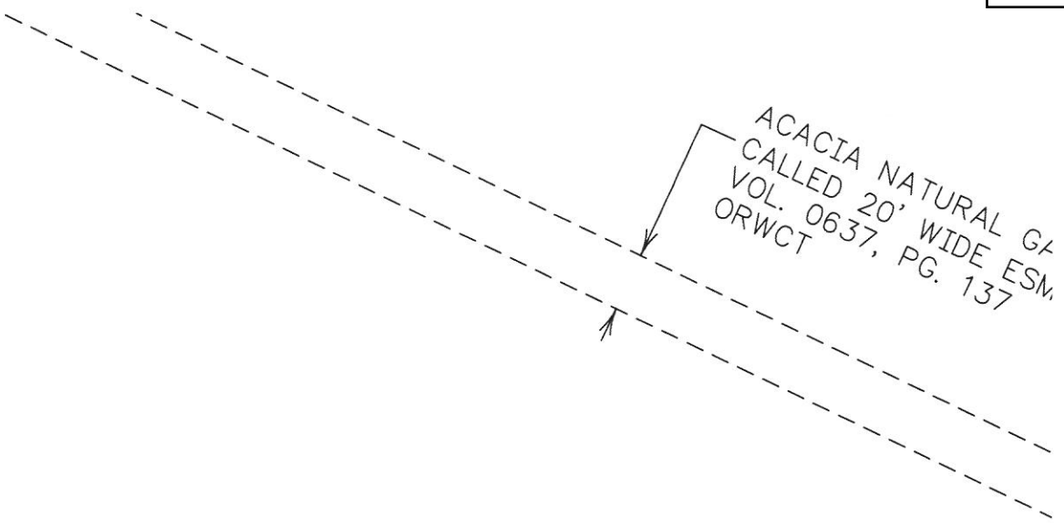
BS



ASTRO SUNTERRA LAKES NORTH, CALLED 824.80

C.C.F. No. 2412961

O.P.R.W.C.T.

DATE: JANUARY 2026 SCALE 1"=60' SHEET 1H OF 1	FINAL PLAT OF SUNTERRA LAKES WATER PLANT NO 1	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10040100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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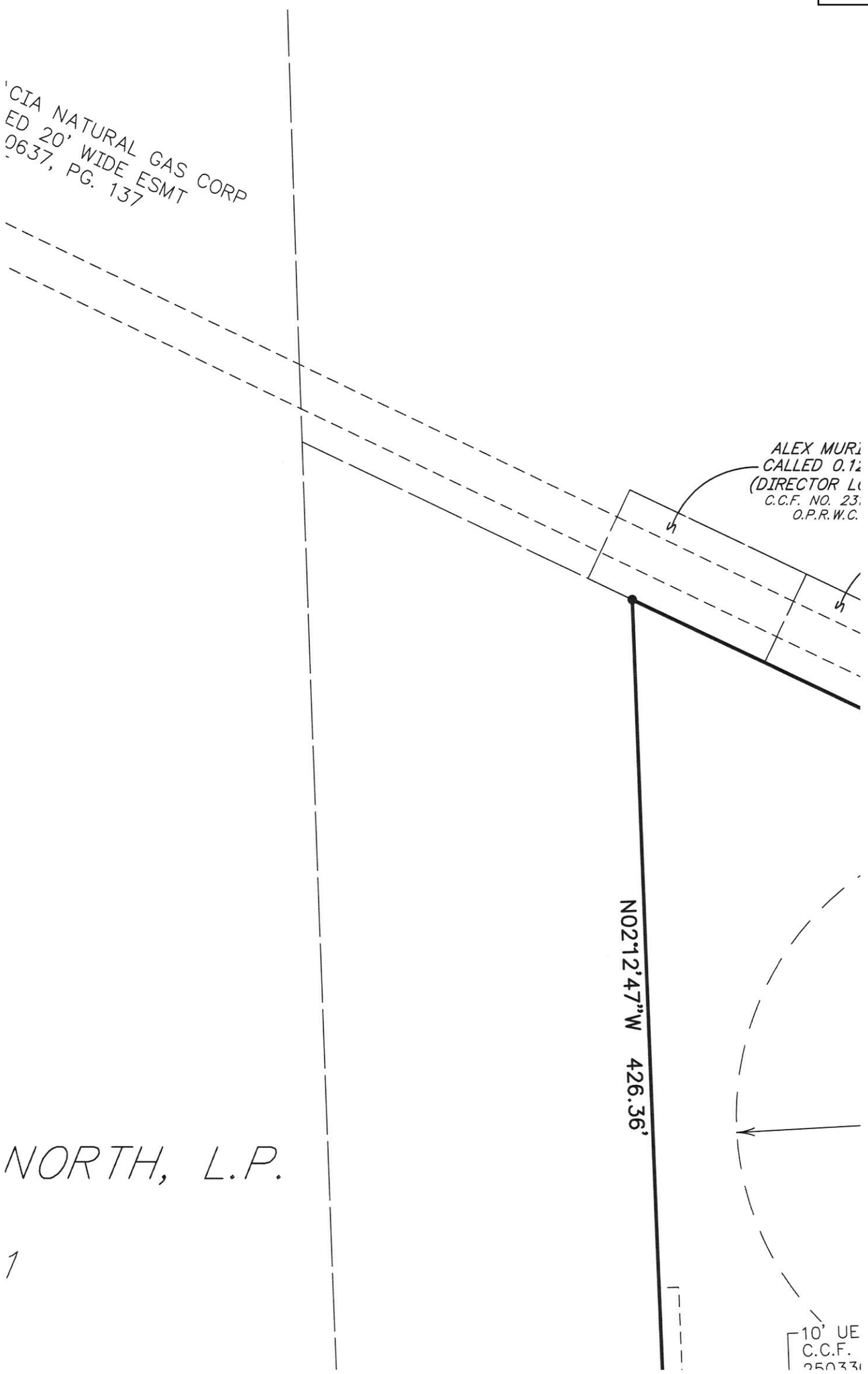

DATE: JANUARY 2026 SCALE 1"=60' SHEET 1I OF 1	FINAL PLAT OF SUNTERRA LAKES WATER PLANT NO 1	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10045100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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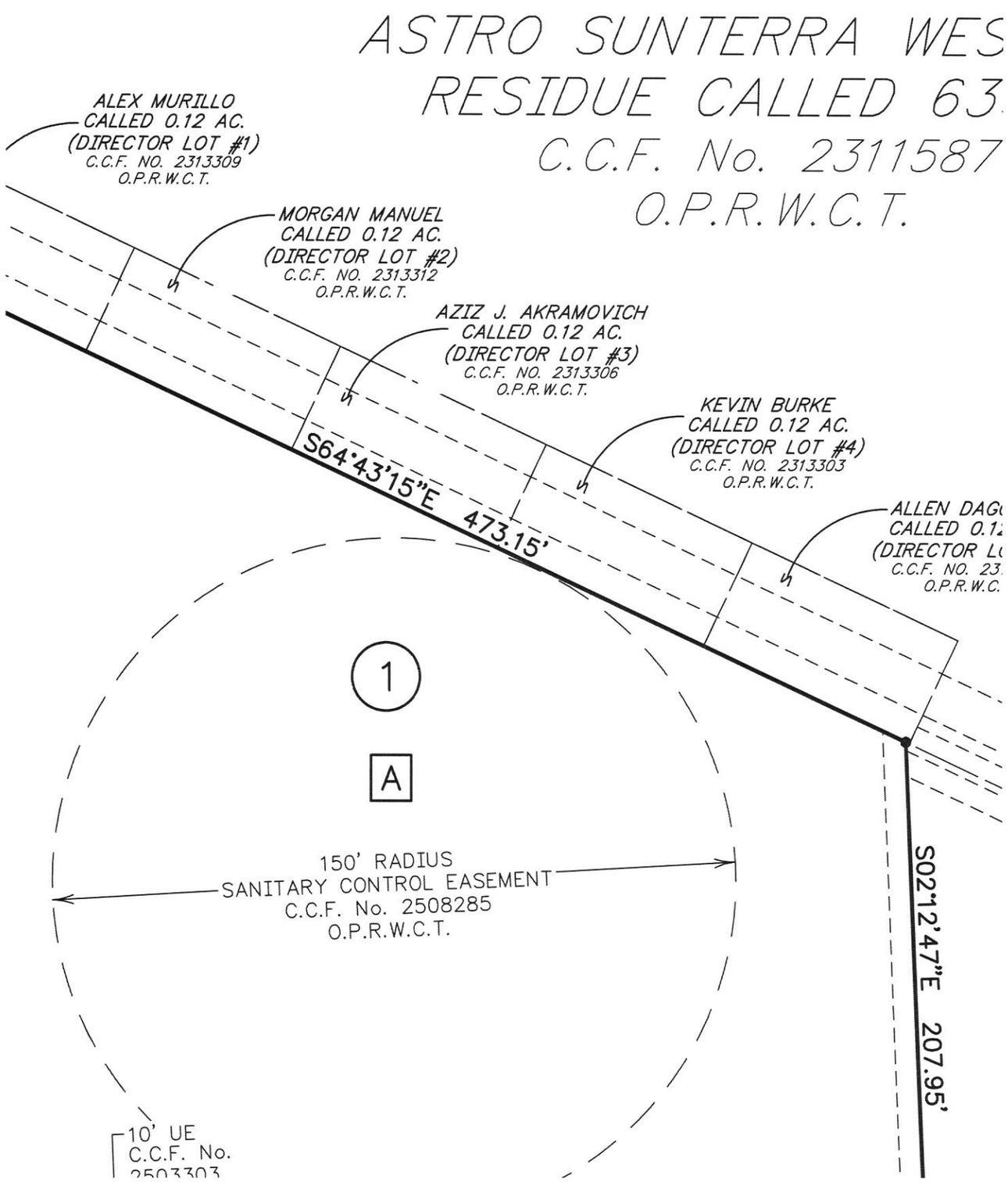

DATE: JANUARY 2026	FINAL PLAT OF SUNTERRA LAKES WATER PLANT NO 1	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10040100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
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SHEET 1J OF 1			

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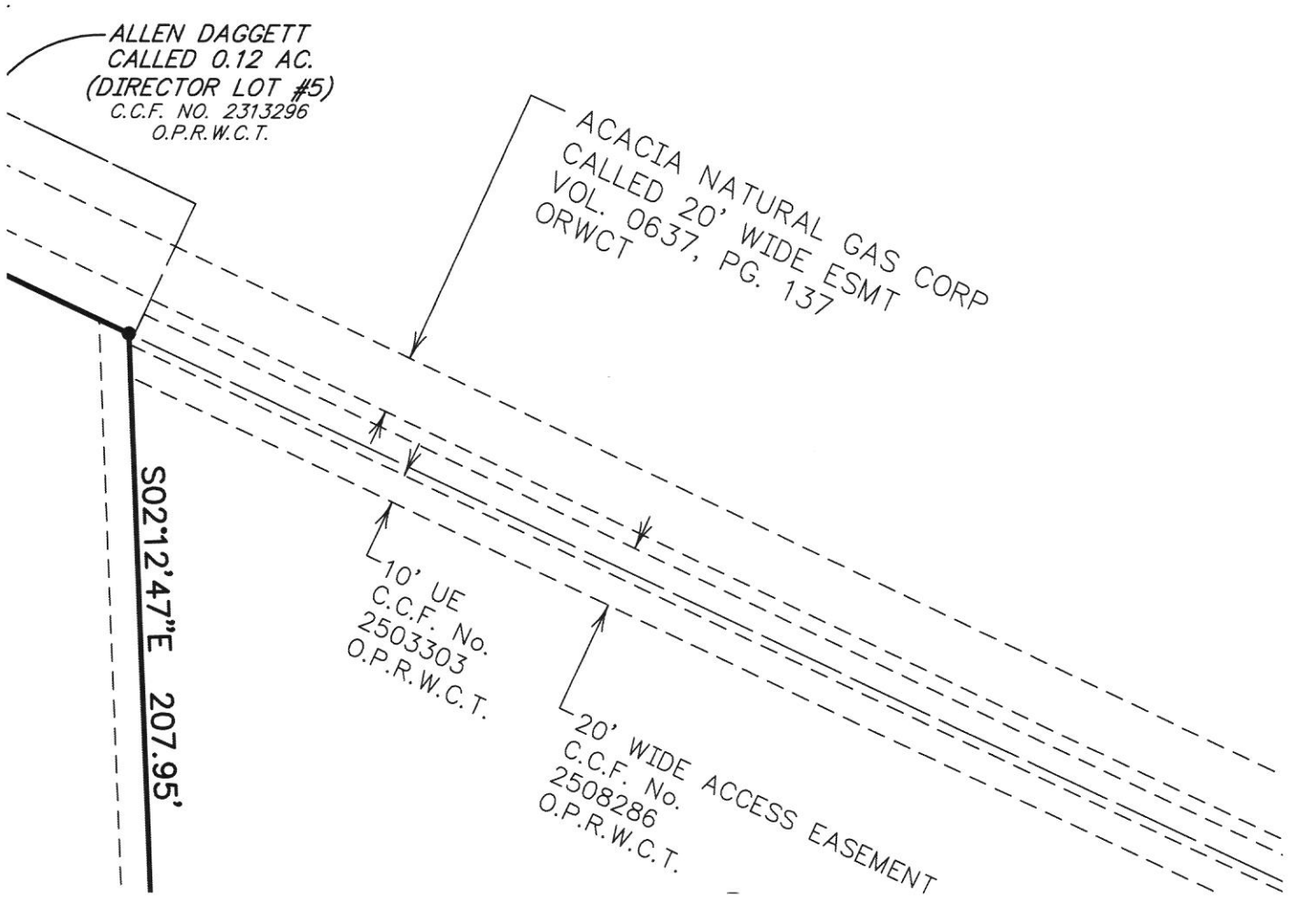
RA WEST, L.P.
:ED 639.96
2311587
:C.T.

KE
AC.
T #4)
3303



DATE: JANUARY 2026	FINAL PLAT OF SUNTERRA LAKES WATER PLANT NO 1	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10040100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
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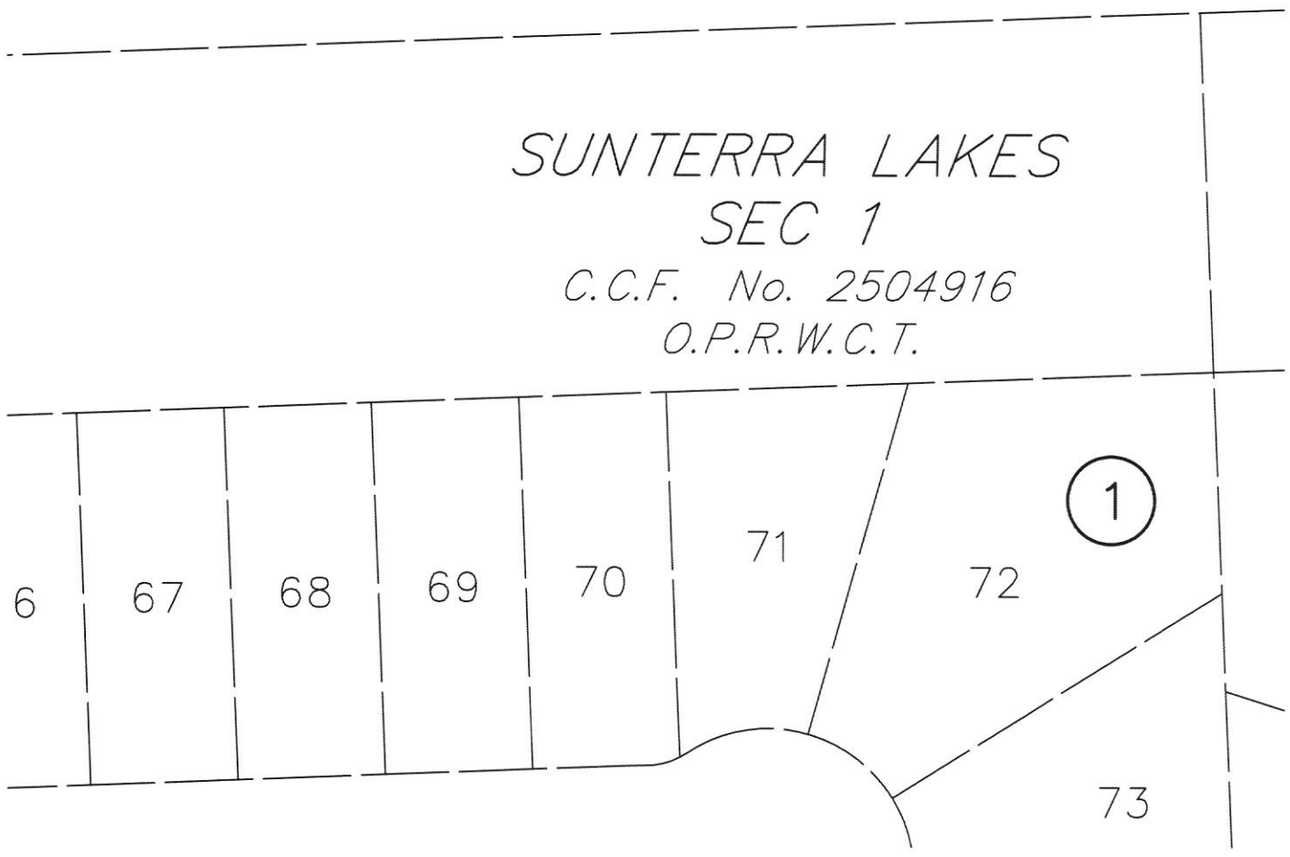
ASTRO SUNTERRA LAKES NORTH, CALLED 824.80
C.C.F. No. 2412961
O.P.R.W.C.T.



DATE: JANUARY 2026 SCALE 1"=60' SHEET 1L OF 1	FINAL PLAT OF SUNTERRA LAKES WATER PLANT NO 1	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10045100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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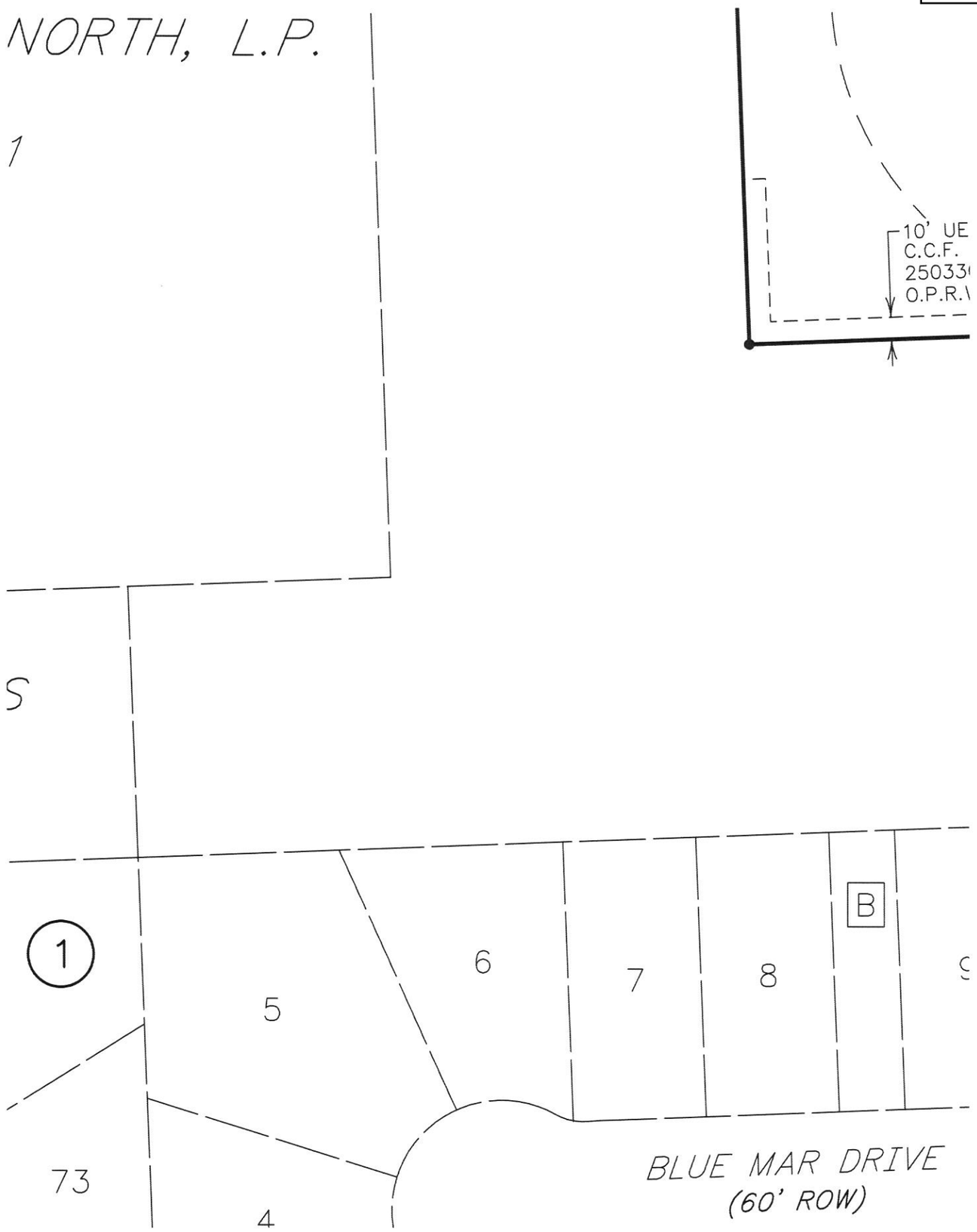

DATE: JANUARY 2026 SCALE 1"=60' SHEET 1M OF 1	FINAL PLAT OF SUNTERRA LAKES WATER PLANT NO 1	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10045100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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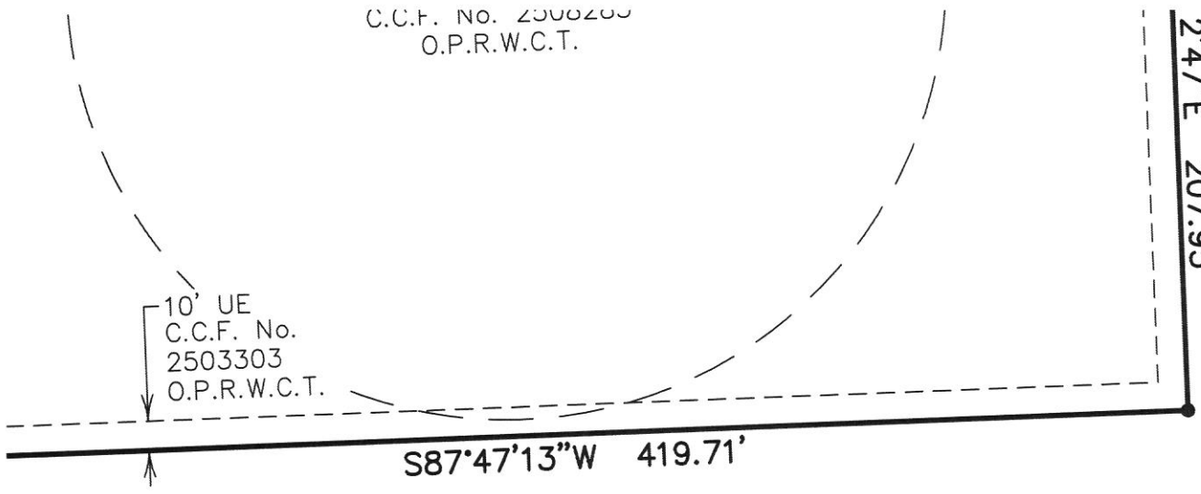
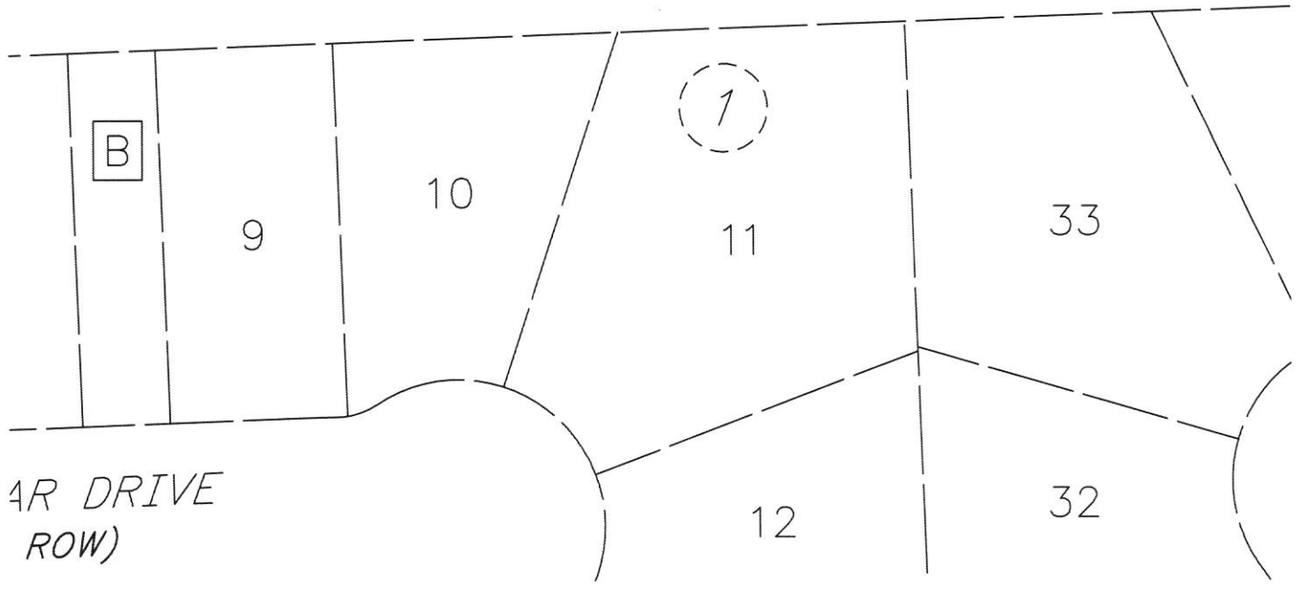


SUNTERRA LAKES
SEC 2
C.C.F. No. 2504917
O.P.R.W.C.T.



DATE: JANUARY 2026 SCALE 1"=60' SHEET 1N OF 1	FINAL PLAT OF SUNTERRA LAKES WATER PLANT NO 1	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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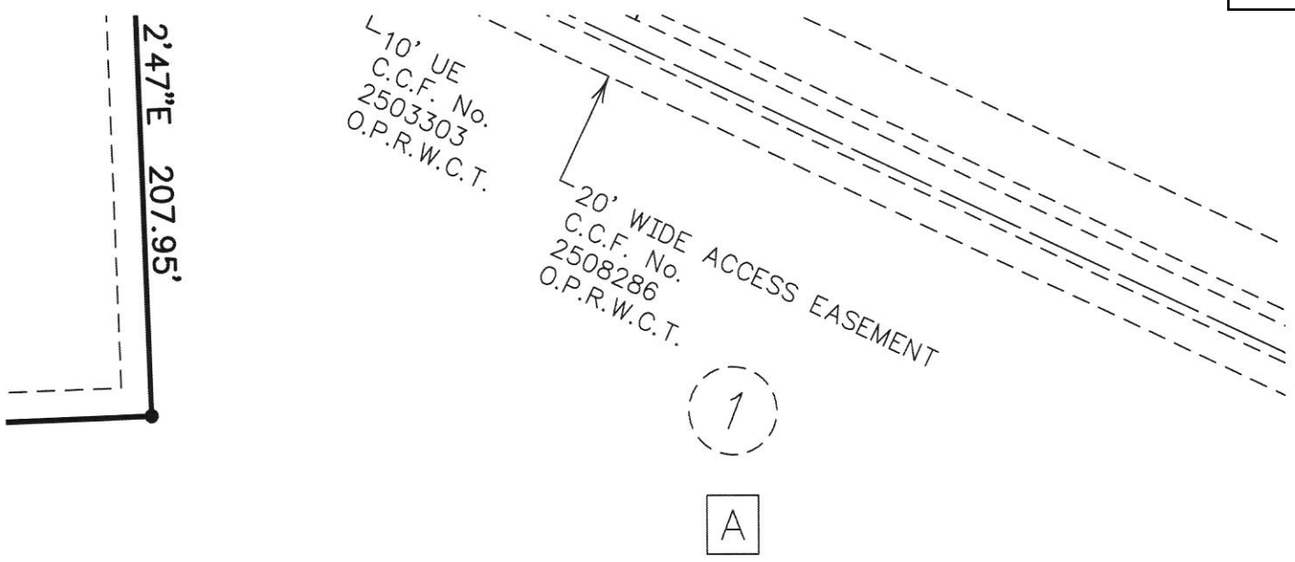

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WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Sunterra Lakes Remote Water Well

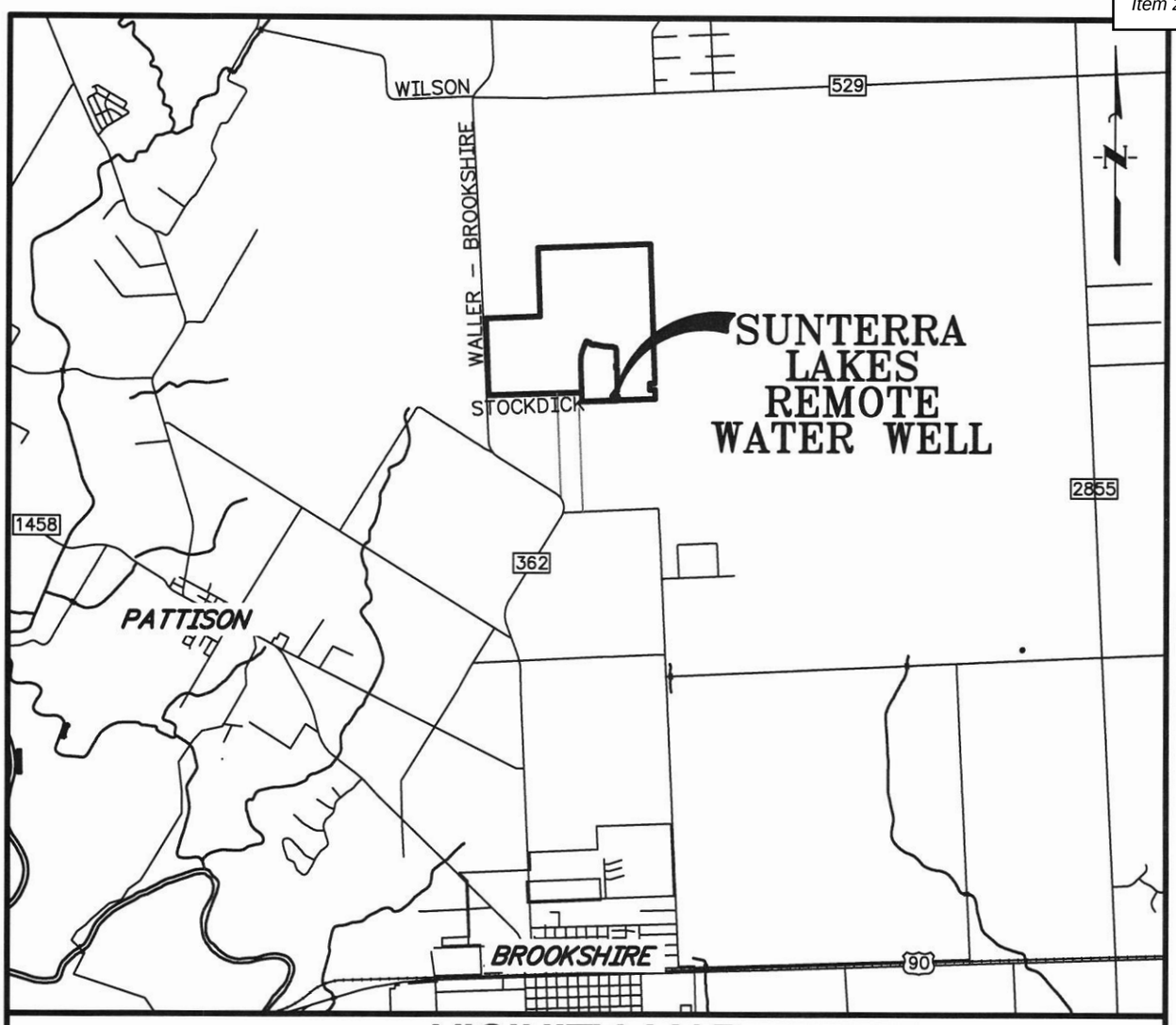
Date: April 15, 2026

Background

Final Plat of Sunterra Lakes Remote Water Well which consists of 0.20 acres will include 1 Block and 1 Reserve Precinct 3.

Staff Recommendation

Approve Plat



VICINITY MAP
N.T.S.
KEY MAP 401Z

FINAL PLAT OF
SUNTERRA LAKES
REMOTE WATER WELL

A SUBDIVISION OF 0.20 ACRE OF LAND
OUT OF THE H. & T. C. RR. CO. SURVEY
SECTION 49, A-142

WALLER COUNTY, TEXAS

1 RESERVE 1 BLOCK

JANUARY 2026

DATE: JANUARY 2026	FINAL PLAT OF SUNTERRA LAKES REMOTE WATER WELL	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE NTS			
SHEET 1A OF 1			

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STATE OF TEXAS §

COUNTY OF WALLER §

A METES & BOUNDS description of a 0.20 acre tract of land in the H. & T. C. Railroad Company Survey Section 49, Abstract 142, Waller County, Texas, being out of and a part of the residue of that certain called 639.96 acre tract recorded under County Clerk's File Number 2311587, Official Public Records, Waller County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at a ½ inch iron pipe for a reentry corner of said called 639.96 acre tract, same being the northeast corner of said adjoining called 1.2161 acre tract, said point also being in the common line of said J. G. Bennett Survey, Abstract 288, and said H. & T. C. Railroad Company Survey, Section 49, Abstract 142, from which a ½ inch iron pipe (bent) found in the east right-of-way line of F. M. Highway 362 (100-feet wide) for the upper southwest corner of said called 639.96 acre tract bears, South 87 degrees 59 minutes 59 seconds West, 3,371.44 feet;

Thence North 28 degrees 14 minutes 41 seconds West, crossing the residue of said called 639.96 acre tract, 189.97 feet to the southeast corner and Place of Beginning of the herein described tract;

Thence South 88 degrees 01 minute 17 seconds West establishing the south line of the herein described tract, 128.73 feet to the southwest corner of the herein described tract;

Thence North 40 degrees 17 minutes 42 seconds East establishing the northwest line of the herein described tract, 161.57 feet to the northwest corner of the herein described tract;

Thence North 87 degrees 59 minutes 59 seconds East establishing the north line of the herein described tract, 20.00 feet to the northeast corner of the herein described tract;

Thence South 02 degrees 00 minutes 01 second East establishing the east line of the herein described tract, 119.56 feet to the Place of Beginning and containing 0.20 acre of land, more or less.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N87°59'59"E	20.00'
L2	S02°00'01"E	119.56'
L3	S88°01'17"W	128.73'
L4	N40°17'42"E	161.57'

DATE: FEBRUARY 2026	FINAL PLAT OF SUNTERRA LAKES REMOTE WATER WELL	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10045100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
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SHEET 1B OF 1			

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BS

Legend:

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

General Notes:

1. The coordinates shown hereon are Texas Coordinate System of 1983, South Central Zone, based upon GPS observations. To convert the coordinates shown hereon to surface coordinates, apply a combined scale factor of 1.0001056912.
2. Elevations shown hereon are based upon GPS observations taken May 3, 2023, and processed using the NGS OPUS program adjusting to CORS stations ROD1, TXWH and ZHU1. NAVD88 (Geoid 12B)
3. Sidewalks shall be built or caused to be built not less than five feet in width on both sides of all dedicated rights-of-way within said plat and on the contiguous right-of-way of all perimeter roads surrounding said plat, in accordance with the A.D.A.
4. Site plans shall be submitted to Waller County and any other applicable jurisdiction for review and approval.
5. Development Permits and all other applicable permits shall be obtained from Waller County prior to beginning construction.
6. The drainage system for this subdivision is designed in accordance with the Brookshire-Katy Drainage Criteria Manual which allows street ponding with intense rainfall events.
7. All property to drain into the drainage easements only through an approved drainage structure.
8. All drainage easements to be kept clear of fences, buildings, vegetations, and other obstructions to the operation and maintenance of drainage facility.
9. This tract lies within Unshaded Zone "X" of the Flood Insurance Rate Map, Community NO. 480640, Map Number 48473C0375E, Panel 0350, suffix "E" dated February 18, 2009 for Waller County, Texas and incorporated areas. Unshaded Zone "X" is defined as areas determined to be outside the 0.2% annual chance floodplain.
10. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
11. No pipeline or pipeline easements exist within the boundaries of this plat.
12. Unless otherwise indicated, the building line (B.L.), whether one or more, shown on this subdivision plat are established to evidence compliance with the applicable provisions of Chapter 42, Code of Ordinances, City of Houston, Texas, in effect at the time this plat was approved, which may be amended from time to time.
13. TBM 555545: Being a 3/4" iron rod with cap marked "Quiddity Eng. Control" located approximately 2,423 feet southeast from a 5/8" Iron Rod with cap marked "Quiddity" found for the lower northwest corner of a called 639.96 acre tract recorded under County Clerk's File Number 2311587, Official Public Records, Waller County, Texas, also being approximately 1,161 feet southeast from a 5/8" Iron rod with cap marked "Quiddity" found for the lower northeast corner of said called 639.96 acre tract, being also being approximately 2,692 feet northeast from a 1/2" Iron pipe found for the southwest corner of said called 639.96 acre tract. Coordinates – N: 13868903.09 E: 2934378.97 Elevation: 183.86' (NAVD 88).
14. Tract is subject to Telecommunications Easement recorded under C.C.F. No. 2409048, O.P.R.W.C.T.
15. Tract is subject to Well Site Easement recorded under C.C.F. No. 2508282, O.P.R.W.C.T.
16. With respect to recorded instruments within this plat, surveyor relied on City Planning Letter issued by Charter Title Company, GF No. 1076602100218A, Dated January 14, 2026.

RESTRICTED RESERVE [A]

Restricted tor Remote
Water Well
Purposes Only
0.20 AC
8,891 Sq. Ft.

DATE: FEBRUARY 2026	FINAL PLAT OF SUNTERRA LAKES REMOTE WATER WELL	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10045100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE NTS			
SHEET 1C OF 1			

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

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

_____
Date

_____
J. Ross McCall, PE,
County Engineer

STATE OF TEXAS §
COUNTY OF WALLER §

I, Debbie Hollan, County Clerk in and for Waller County, hereby certify that the foregoing instrument with its certificate of authentication was filed for recordation in my office on _____, 20__, at o'clock __M in File No. _____ of the Official public Records of Waller County. Witness my hand and seal of office, at Hempstead, Texas, the day and date last above written.

_____
Debbie Hollan
Waller County, Texas

By: _____
Deputy

CERTIFICATE OF COMMISSIONERS COURT

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

_____
Carbett "Trey" J. Duhon III
County Judge

_____
John A. Amsler
Commissioner, Precinct 1

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

_____
Kendric D. Jones
Commissioner, Precinct 3

_____
Justin Beckendorff
Commissioner, Precinct 4

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

DATE: JANUARY 2026 **SCALE NTS** **SHEET 1D OF 1**	FINAL PLAT OF SUNTERRA LAKES REMOTE WATER WELL	**OWNER/DEVELOPER:** **ASTRO SUNTERRA WEST L.P.** **a Delaware Limited Liability Company** 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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STATE OF TEXAS §

COUNTY OF WALLER §

We, Astro Sunterra West, L.P., a Delaware Limited Partnership, acting by and through Brian Stidham, Authorized Signer, owner hereinafter referred to as Owners of the 0.20 acre tract described in the above and foregoing map of Sunterra West Remote Water Well, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Astro Sunterra West, L.P., a Delaware Limited Partnership has caused these presents to be signed by Brian Stidham, Authorized Signer, thereunto authorize, this 18th day of February, 2026

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

By: Astro Sunterra West GP L.L.C.
a Delaware Limited Liability Company,
Its General Partner

By: _____
Brian Stidham
Authorized Signer

STATE OF TEXAS §

COUNTY OF Harris §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of February, 2026

_____
Notary Public in and for the State of Texas

Hope Allday
Print Name

My commission expires: 11-6-2028

HOPE ALLDAY
NOTARY PUBLIC
STATE OF TEXAS
ID# 135160965
EXPIRES 11-6-2028

DATE: JANUARY 2026	FINAL PLAT OF SUNTERRA LAKES REMOTE WATER WELL	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10045100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.513.4000
SCALE NTS			
SHEET 1E OF 1			

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

No portion of this subdivision lies within the boundaries of any municipality's corporate city limits, or area of extra territorial jurisdiction.

No portion of this subdivision lies within the boundaries of the 1% annual chance (100–year) floodplain as delineated on Waller County Community Panel #480640 of FIRM Map No. 48473C0350E dated 2/18/2009.

No portion of this subdivison lies within the boundaries of the 0.2% annual chance (500–year) floodplain as delineated on Waller County Community Panel #480640 of FIRM Map No. 48473C0350E, dated 2/18/2009.

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

BROOKSHIRE–KATY DRAINAGE DISTRICT PERMIT NO. 2025–12

APPROVED BY THE BOARD OF SUPERVISORS ON 03·10·2025
DATE

PRESIDENT

SECRETARY

DISTRICT ENGINEER

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

DATE: JANUARY 2026	FINAL PLAT OF SUNTERRA LAKES REMOTE WATER WELL	**OWNER/DEVELOPER:** **ASTRO SUNTERRA WEST L.P.** **a Delaware Limited Liability Company** 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713–783–6702 BSTIDHAM@STARWOODLAND.COM	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE NTS			
SHEET 1F OF 1			

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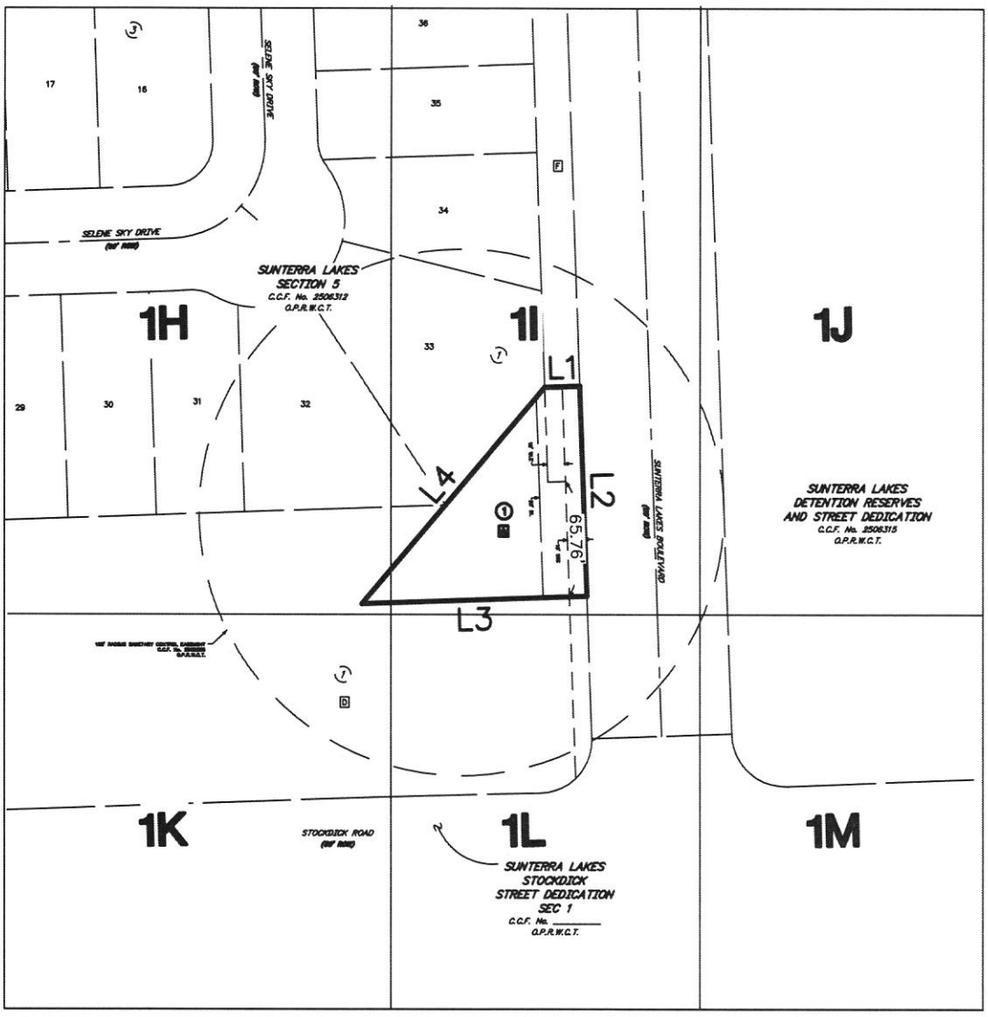

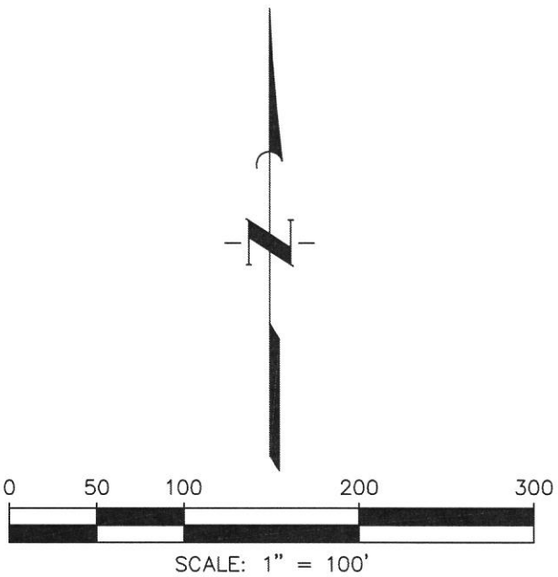

SCALE: 1" = 100'

DATE: FEBRUARY 2026	FINAL PLAT OF SUNTERRA LAKES REMOTE WATER WELL	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE1"=100			
SHEET 1G OF 1			

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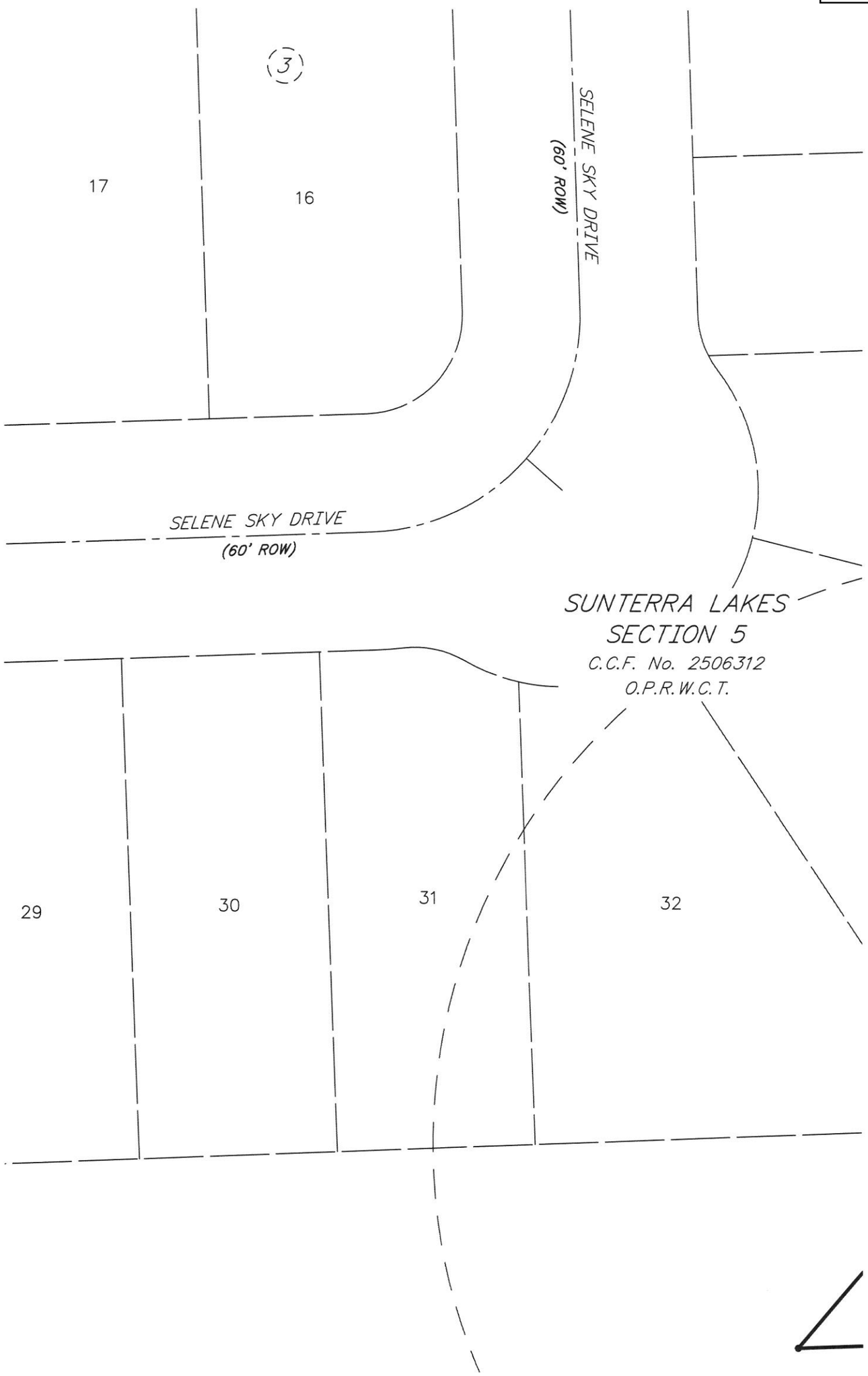

DATE: FEBRUARY 2026 SCALE 1"=60' SHEET 1H OF 1	FINAL PLAT OF SUNTERRA LAKES REMOTE WATER WELL	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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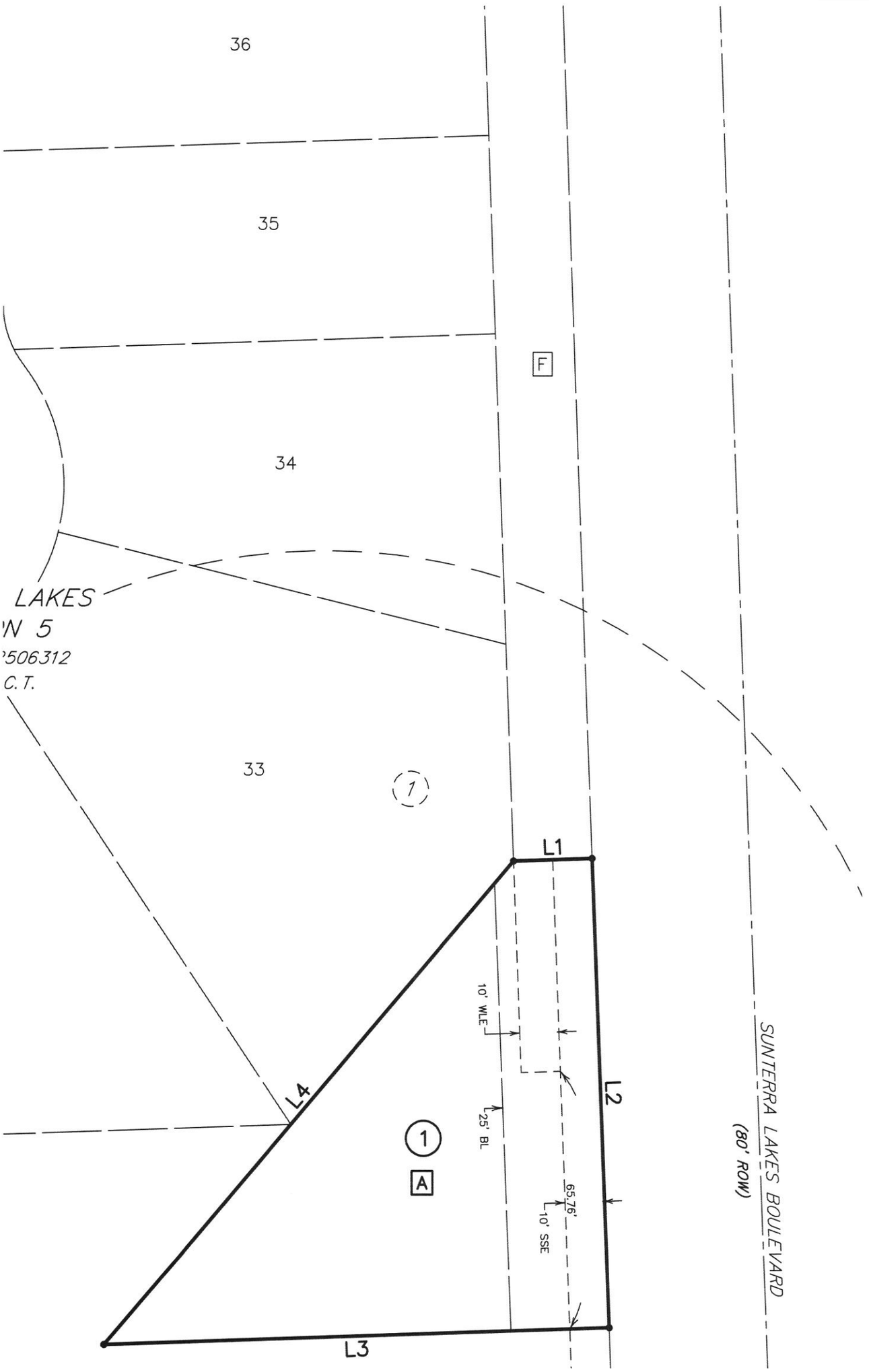

DATE: FEBRUARY 2026	FINAL PLAT OF SUNTERRA LAKES REMOTE WATER WELL	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10040100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 1I OF 1			

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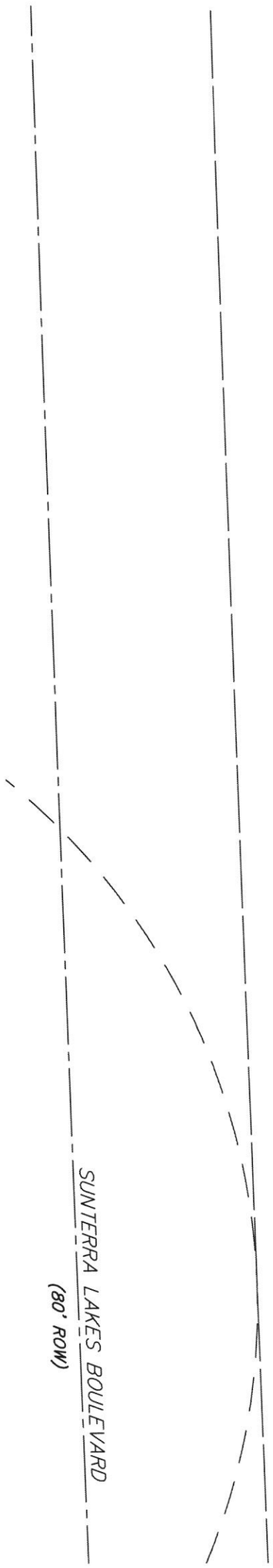

SUNTERRA LAKES DETENTION RESERVES AND STREET DEDICATION

C.C.F. No. 2506315
O.P.R.W.C.T.

DATE: FEBRUARY 2026 SCALE 1"=60' SHEET 1J OF 1	FINAL PLAT OF SUNTERRA LAKES REMOTE WATER WELL	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10045100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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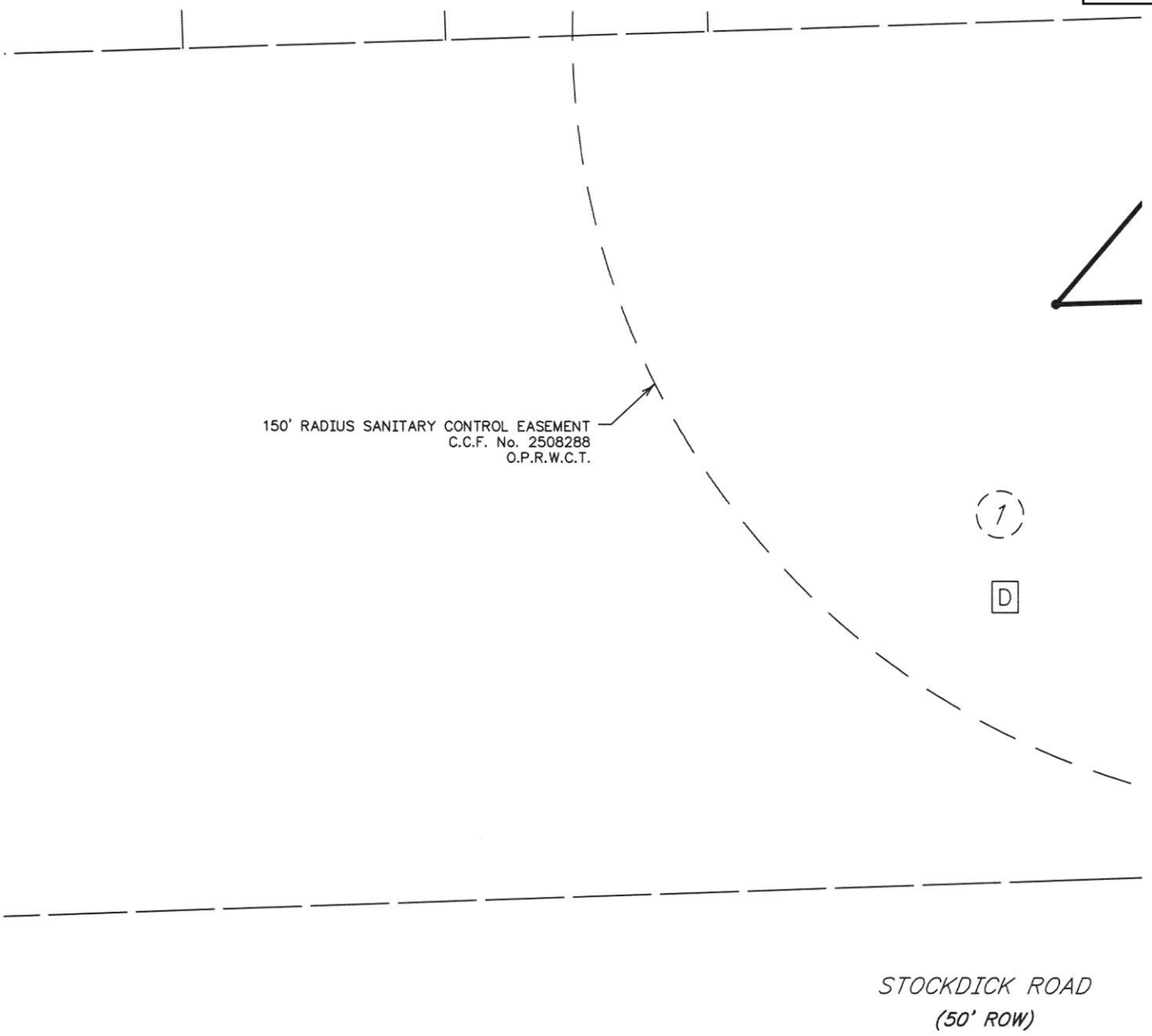

DATE: FEBRUARY 2026 SCALE 1"=60' SHEET 1K OF 1	FINAL PLAT OF SUNTERRA LAKES REMOTE WATER WELL	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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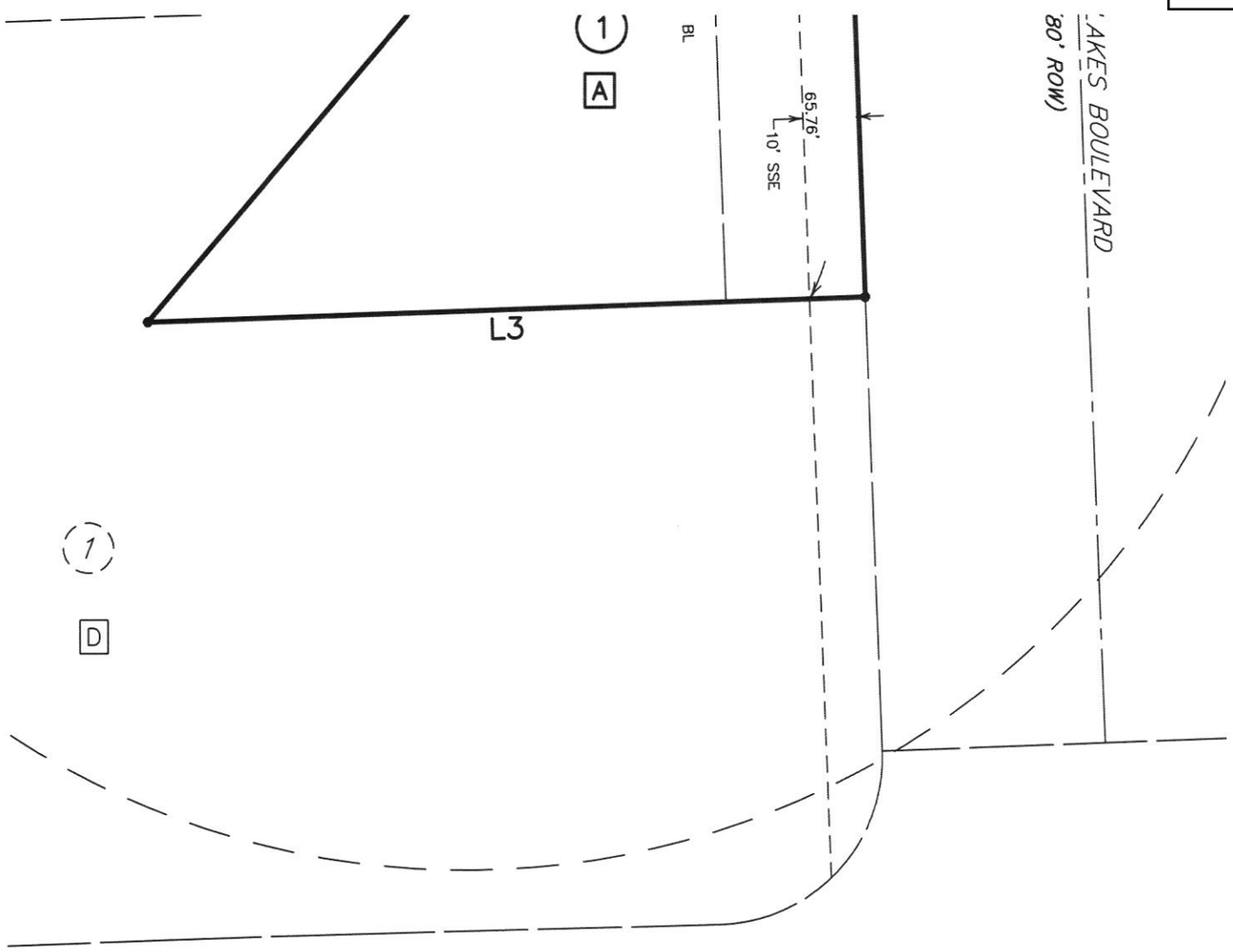

'CKDICK ROAD
(50' ROW)

SUNTERRA LAKES
STOCKDICK
STREET DEDICATION
SEC 1
C.C.F. No. _____
O.P.R.W.C.T.

DATE: FEBRUARY 2026 SCALE 1"=60' SHEET 1L OF 1	FINAL PLAT OF SUNTERRA LAKES REMOTE WATER WELL	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000

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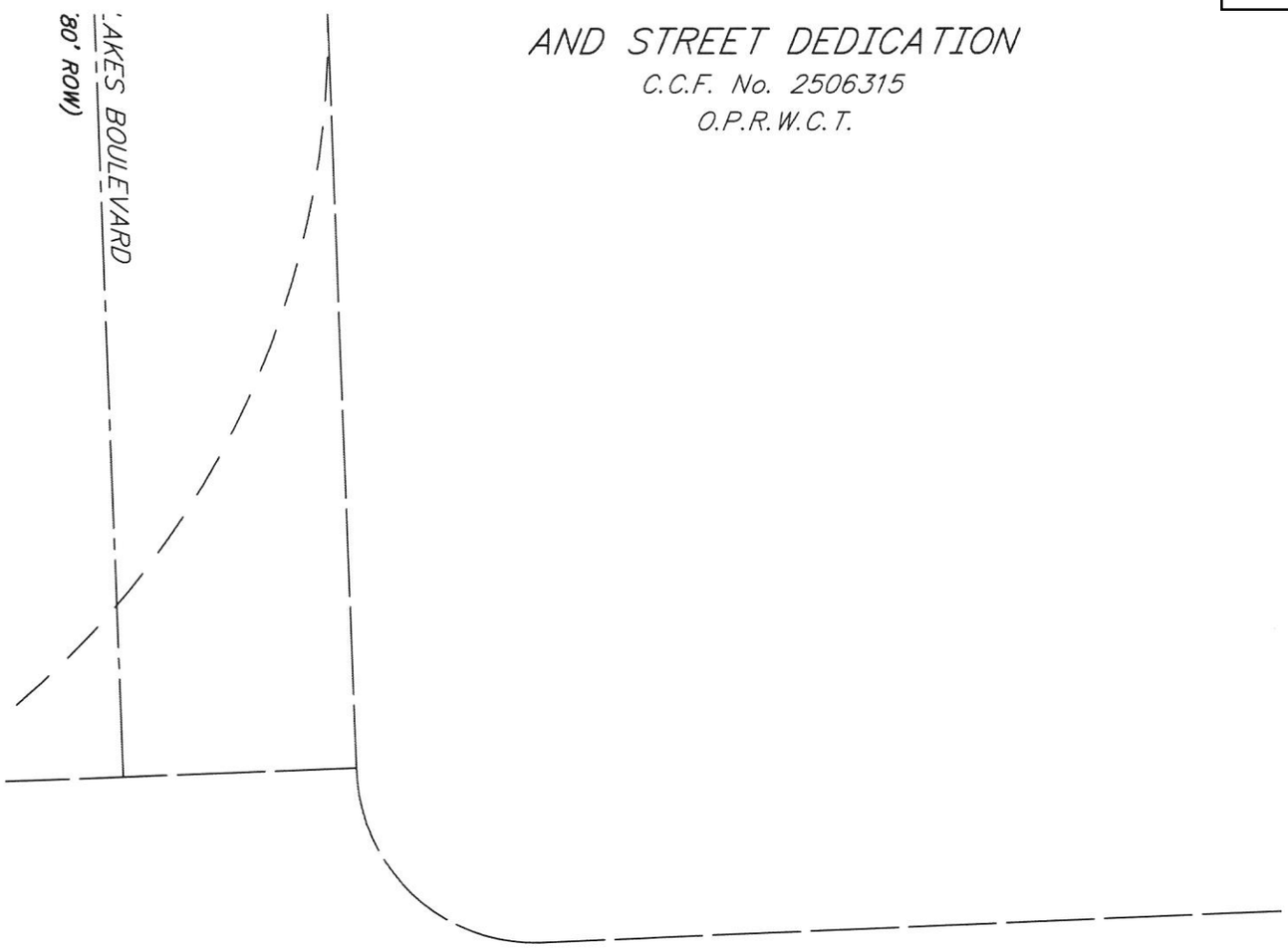

DATE: FEBRUARY 2026	FINAL PLAT OF SUNTERRA LAKES REMOTE WATER WELL	**OWNER/DEVELOPER:** ASTRO SUNTERRA WEST L.P. a Delaware Limited Liability Company 2450 FONDREN RD, STE 210 HOUSTON, TEXAS 77036 713-783-6702 BSTIDHAM@STARWOODLAND.COM	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration No. F-23290 & 10045300 2322 West Grand Parkway North, Suite 150 Katy, TX 77449 832.913.4000
SCALE 1"=60'			
SHEET 1M OF 1			

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WALLER COUNTY

J. Ross McCall, P.E.
County Engineer

MEMORANDUM

To: Honorable Commissioners' Court

Item: Final Plat Approval-Sunterra Lakes WasteWater Treatment Plant No. 1

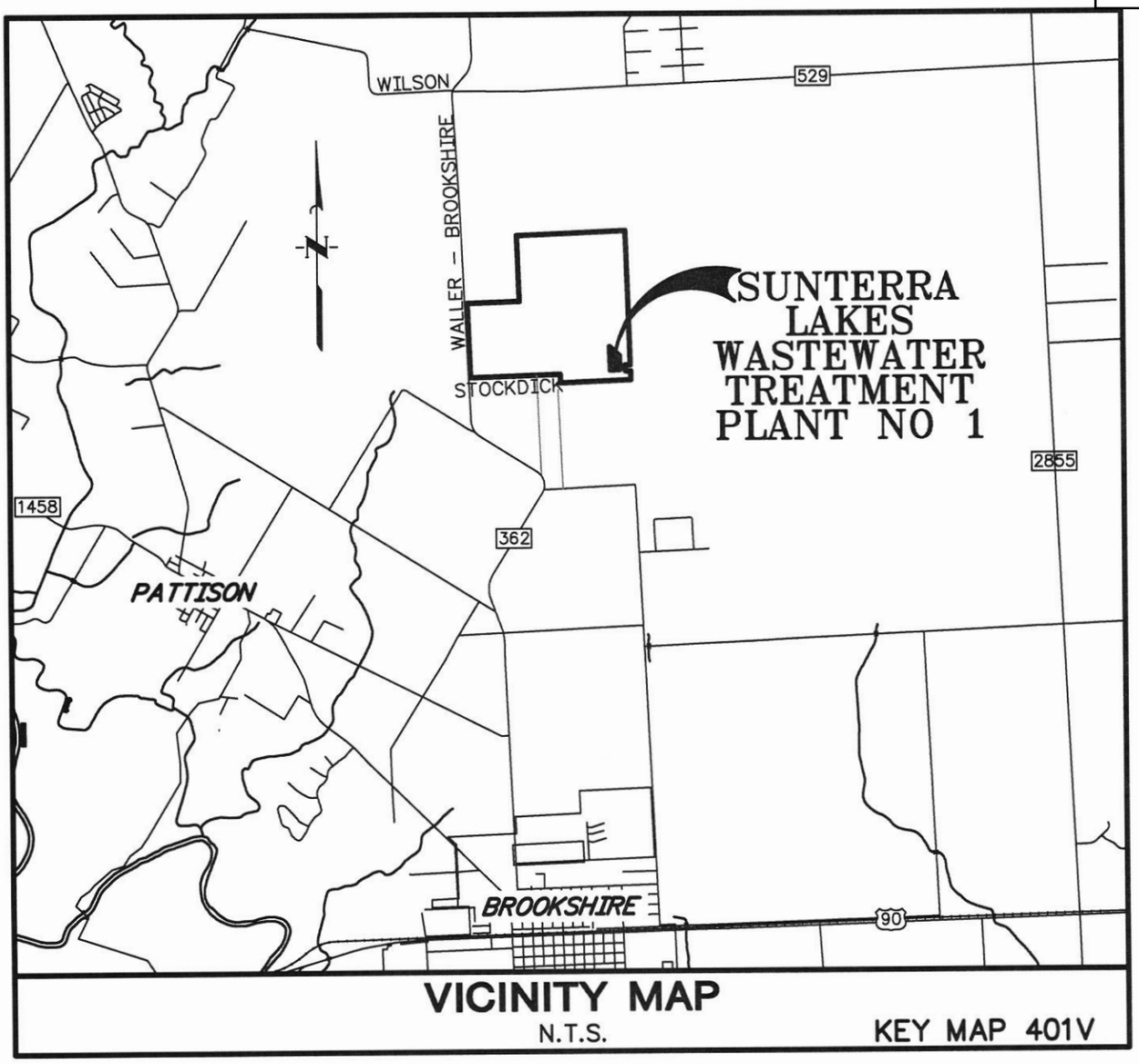
Date: April 15, 2026

Background

Final Plat of Sunterra Lakes WasteWater Treatment Plant which consists of 5.81 acres will include 1 Block and 1 Reserve in Precinct 3.

Staff Recommendation

Approve Plat



VICINITY MAP
N.T.S.
KEY MAP 401V

FINAL PLAT OF
SUNTERRA LAKES WASTEWATER TREATMENT PLANT NO 1

A SUBDIVISION OF 5.81 ACRES OF LAND
OUT OF THE
H. & T. C. RAILROAD CO. SURVEY SECTION 49, A-142
WALLER COUNTY, TEXAS
1 RESERVE 1 BLOCK
FEBRUARY 2026

BKDD PERMIT No. 2024–137

DATE: FEBRUARY 2026 SCALE NTS SHEET 1A OF 1	SUNTERRA LAKES WASTEWATER TREATMENT PLANT NO 1	OWNER/DEVELOPER ASTRO SUNTERRA WEST, L.P., a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783–6702 bstidham@starwoodland.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 alruiz@quiddity.com

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STATE OF TEXAS §

COUNTY OF WALLER §

A METES & BOUNDS description of a 5.81 acre tract of land in the H. & T. C. Railroad Company Survey Section 49, Abstract 142, Waller County, Texas, being out of and a part of the residue of that certain called 639.96 acre tract recorded under County Clerk's File Number 2311587, Official Public Records, Waller County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" found for the southwest corner of a called 1.00 acre tract recorded in Volume 0703, Page 468, Official Records, Waller County, Texas, same being a reentry corner of the residue of said called 639.96 acre tract, and being a point in the south line of said H. & T. C. Railroad Company Survey Section 49, Abstract 142 and the lower north line of the J. G. Bennett Survey, Abstract 288, from which a 1/2 inch iron pipe found for the southeast corner of said called 1.00 acre tract bears North 87 degrees 44 minutes 41 seconds East, 190.92 feet;

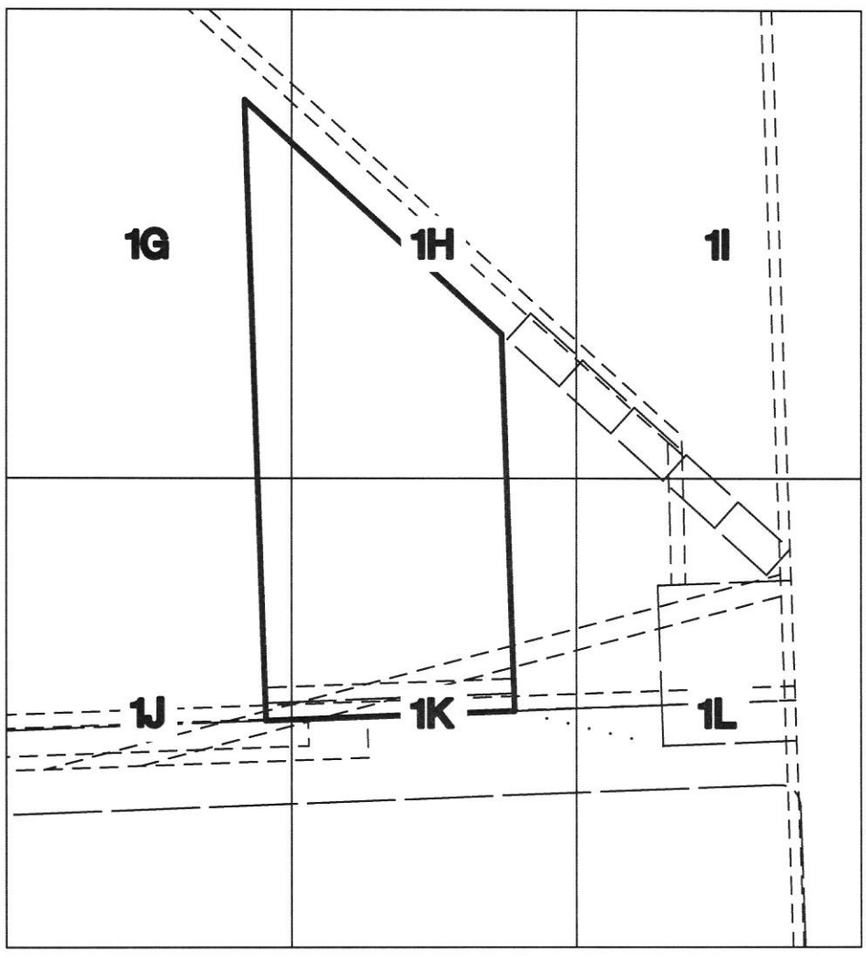
Thence North 76 degrees 47 minutes 30 seconds West, crossing the residue of said called 639.96 acre tract, 218.24 feet to the southeast corner and Place of Beginning of the herein described tract;

Thence South 87 degrees 46 minutes 26 seconds West establishing the south line of the herein described tract, 356.20 feet to the southwest corner of the herein described tract;

Thence North 02 degrees 00 minutes 01 second West establishing the west line of the herein described tract, 883.51 feet to the northwest corner of the herein described tract;

Thence South 47 degrees 51 minutes 47 seconds East establishing the north line of the herein described tract, 496.32 feet to the northeast corner of the herein described tract;

Thence South 02 degrees 00 minutes 01 second East establishing the east line of the herein described tract, 536.48 feet to the Place of Beginning and containing 5.81 acres of land, more or less.



DATE: FEBRUARY 2026 SCALE NTS SHEET 1B OF 1	SUNTERRA LAKES WASTEWATER TREATMENT PLANT NO 1	OWNER/DEVELOPER ASTRO SUNTERRA WEST, L.P., a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 bstidham@starwoodland.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 alruiz@quiddity.com

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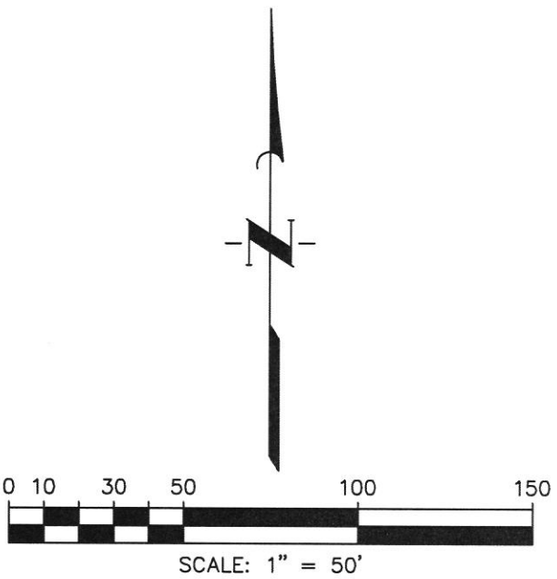

RESTRICTED RESERVE "A"
Restricted to Wastewater Treatment Plant Purposes Only
5.81 AC
252,896 Sq. Ft.

LEGEND:

AC . . . . . "Acres"
AE . . . . . "Aerial Easement"
BL . . . . . "Building Line"
C.C.F. . . . . ."County Clerk's File"
D.R.W.C.T. . . . . ."Deed Records, Waller County, Texas"
ESMT . . . . . "Easement"
No. . . . . "Number"
O.P.R.W.C.T. . . . "Official Public Records, Waller County, Texas"
ROW . . . . . "Right-of-Way"
SSE . . . . . ."Sanitary Sewer Easement"
Sq. Ft. . . . . "Square Feet"
UE . . . . . "Utility Easement"
VOL. _, PG. _ . ."Volume and Page"
WLE . . . . . ."Waterline Easement"
① . . . . . ."Waterline Easement"
● . . . . . "Set 5/8-inch Iron Rod With Cap Stamped "Quiddity Eng. Property Corner" as Per Certification"

GENERAL NOTES:

1. The coordinates shown hereon are Texas Coordinate System of 1983, South Central Zone, based upon GPS observations. To convert the coordinates shown hereon to surface coordinates, apply a combined scale factor of 0.99989432.
2. Site plans shall be submitted to Waller County and any other applicable jurisdiction for review and approval. Development Permits and all other applicable permits shall be obtained from Waller County prior to beginning construction.
3. The drainage system for this subdivision is designed in accordance with the Brookshire-Katy Drainage Rules and Regulations which allows street ponding with intense rainfall events.
4. All property to drain into the drainage easements only through an approved drainage structure.
5. All drainage easements to be kept clear of fences, buildings, vegetations, and other obstructions to the operation and maintenance of drainage facility.
6. Structures built on lots in the designated flood plain shall be elevated to two (2) feet or more above the 500-year floodplain elevation, in the 100-year floodplain. Within the 500-year, these structures must be elevated to one (1) foot above the 500-year floodplain level. No development permits will be issued in a Flood Hazard Area below the base flood elevation (B.F.E.) Contact the County Engineer's office for specific information.
7. This tract lies within Unshaded Zone "X" of the Flood Insurance Rate Map, Community NO. 480640, Map Number 48473C0350E, Panel 0350, suffix "E" dated February 18, 2009 for Waller County, Texas and incorporated areas. Unshaded Zone "X"; is defined as areas determined to be outside the 0.2% annual chance floodplain.
8. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.
9. Elevations shown hereon are based upon GPS observations taken May 3, 2023, and processed using the NGS OPUS program adjusting to CORS stations ROD1, TXWH and ZHU1. NAVD88 (Geoid 12B).
10. All building lines along street rights-of-ways are shown on the plat.
11. There are no underground pipelines within the confines of this subdivision except as shown on the above plat.
12. This plat was prepared from information furnished by Charter Title Company, Order G.F. No. 1076602100218A, Effective Date January 4, 2026. The surveyor has not abstracted the above property.
13. TBM "555545": being a set 3/4-inch iron rod with cap marked "Quiddity Eng. Control Point". Located in a proposed Drill Site, being 1,324 feet East of the East right-of-way line of F.M. Highway 362, and 1,585 feet North of the North right-of-way line of Stockdick School Road. Elevation = 179.15 feet (NAVD88, Geoid 12B). Texas State Plane Coordinates (Grid) - N: 13,868,874.03; E: 2,933,569.70.
14. Tract is subject to Grant of Telecommunications Easement recorded under C.C.F. No. 2409048, O.P.R.W.C.T.
15. Tract is subject to Short Form Blanket Easement recorded under C.C.F. No. 2504305, O.P.R.W.C.T.
16. Tract is subject to Wastewater Treatment Plant Easement recorded under C.C.F. No. 2508283, O.P.R.W.C.T.

DATE: FEBRUARY 2026 **SCALE NTS** **SHEET 1C OF 1**	SUNTERRA LAKES WASTEWATER TREATMENT PLANT NO 1	**OWNER/DEVELOPER** **ASTRO SUNTERRA WEST, L.P.,** **a Delaware Limited Partnership** 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 bstidham@starwoodland.com	**ENGINEER/PLANNER/SURVEYOR:** QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 alruiz@quiddity.com

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STATE OF TEXAS §

COUNTY OF WALLER §

We, Astro Sunterra West, L.P., a Delaware Limited Partnership, acting by and through Brian Stidham, Authorized Signer, owner hereinafter referred to as Owners of the 5.81 acre tract described in the above and foregoing map of Sunterra Lakes Wastewater Treatment Plant No 1, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

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

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

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

IN TESTIMONY WHEREOF, the Astro Sunterra West, L.P., a Delaware Limited Partnership, has caused these presents to be signed by Brian Stidham, Authorized Signer, thereunto authorize, this 18th day of February 20 26

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

By: Astro Sunterra West GP L.L.C.
a Delaware Limited Liability Company,
Its General Partner

By: _____
Brian Stidham
Authorized Signer

STATE OF TEXAS §

COUNTY OF Harris §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of February, 2026

_____
Notary Public in and for the State of Texas

Hope Allday
Print Name

My commission expires: 11-6-2028

HOPE ALLDAY
NOTARY PUBLIC
STATE OF TEXAS
ID# 135160965
EXPIRES 11-6-2028

DATE: FEBRUARY 2026 SCALE NTS SHEET 1D OF 1	SUNTERRA LAKES WASTEWATER TREATMENT PLANT NO 1	OWNER/DEVELOPER **ASTRO SUNTERRA WEST, L.P.,** **a Delaware limited partnership** 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 bstidham@starwoodland.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 alruiz@quiddity.com

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Certificate of Surveyor

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

No portion of this subdivision lies within the boundaries of any municipality's corporate city limits, or area of extra territorial jurisdiction.

No portion of this subdivision lies within the boundaries of the 1% annual chance (100–year) floodplain as delineated on Waller County Community Panel #480640 of FIRM Map No. 48473C0350E dated 2/18/2009.

No portion of this subdivision lies within the boundaries of the 0.2% annual chance (500–year) floodplain as delineated on Waller County Community Panel #480640 of FIRM Map No. 48473C0350E dated 2/18/2009.

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

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

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

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

Date

J. Ross McCall, PE
County Engineer

BROOKSHIRE–KATY DRAINAGE DISTRICT PERMIT No. 2024–133

APPROVED BY THE BOARD OF SUPERVISORS ON

01 | 13 | 2023
DATE

PRESIDENT

SECRETARY

DISTRICT ENGINEER

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

DATE: FEBRUARY 2026 SCALE NTS SHEET 1E OF 1	SUNTERRA LAKES WASTEWATER TREATMENT PLANT NO 1	OWNER/DEVELOPER ASTRO SUNTERRA WEST, L.P., a Delaware limited partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783–6702 bstidham@starwoodland.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 alruiz@quiddity.com

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STATE OF TEXAS §

COUNTY OF WALLER §

I, Debbie Hollan, County Clerk in and for Waller County, Texas do hereby certify that the foregoing instrument with its certificate of authentication was filed for recordation in my office on

_____ , 202_, at _____ o'clock ___M in File No. _____ of the Plat Records of said County. Witness my hand and seal of office, at Hempstead, Texas, the day and date last above written.

_____
Debbie Hollan
Waller County, Texas

By: _____
Deputy

CERTIFICATE OF COMMISSIONERS COURT

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

_____
Carbett "Trey" J. Duhon III
County Judge

_____
John A. Amsler
Commissioner, Precinct 1

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

_____
Kendric D. Jones
Commissioner, Precinct 3

_____
Justin Beckendorff
Commissioner, Precinct 4

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

DATE: FEBRUARY 2026 SCALE NTS SHEET 1F OF 1	SUNTERRA LAKES WASTEWATER TREATMENT PLANT NO 1	OWNER/DEVELOPER ASTRO SUNTERRA WEST, L.P., a Delaware Limited Partnership 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 bstidham@starwoodland.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 alruiz@quiddity.com

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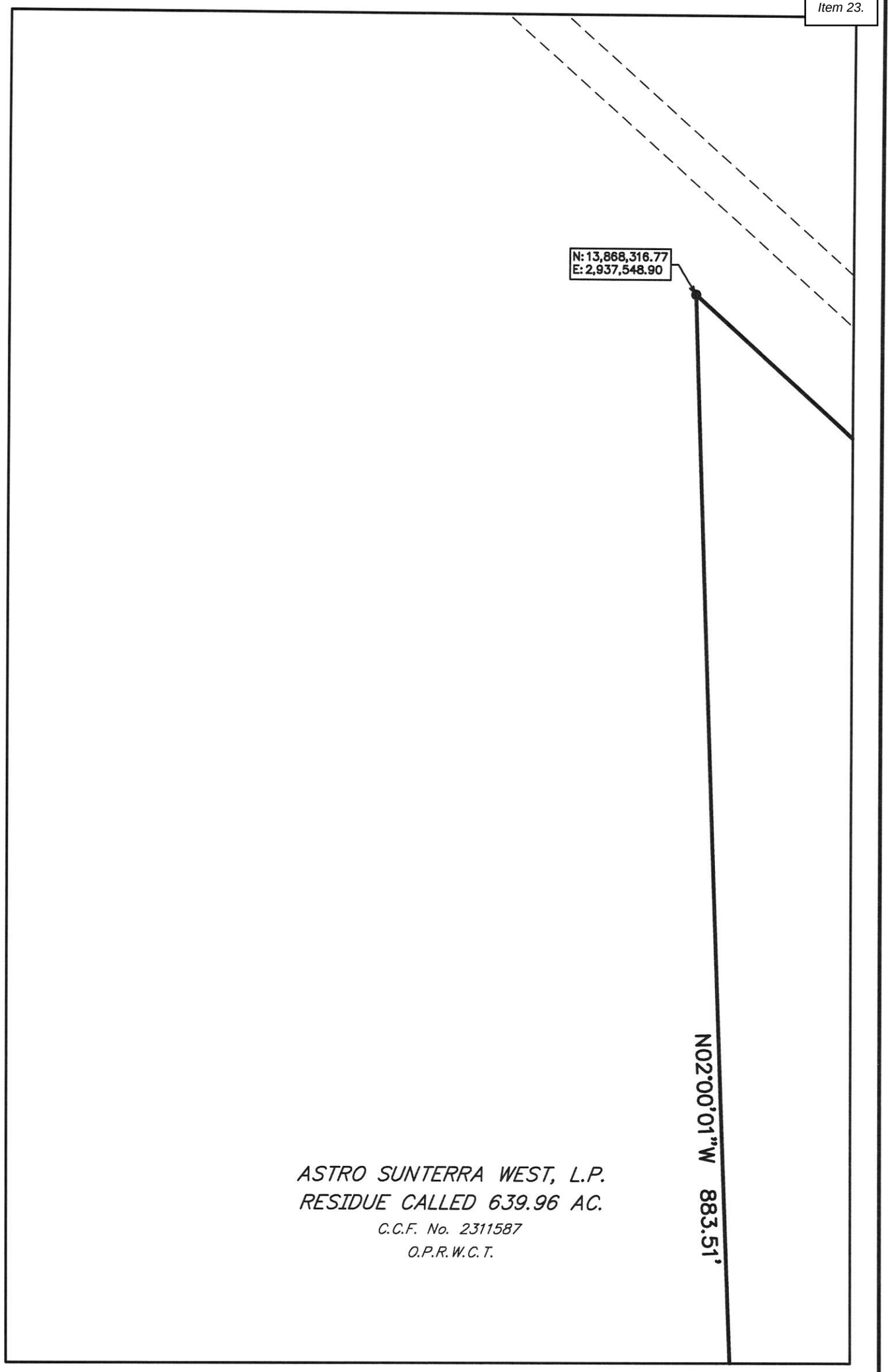

DATE: FEBRUARY 2026 SCALE 1"=60' SHEET 1G OF 1	SUNTERRA LAKES WASTEWATER TREATMENT PLANT NO 1	OWNER/DEVELOPER **ASTRO SUNTERRA WEST, L.P.,** **a Delaware Limited Partnership** 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 bstidham@starwoodland.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 alruiz@quiddity.com

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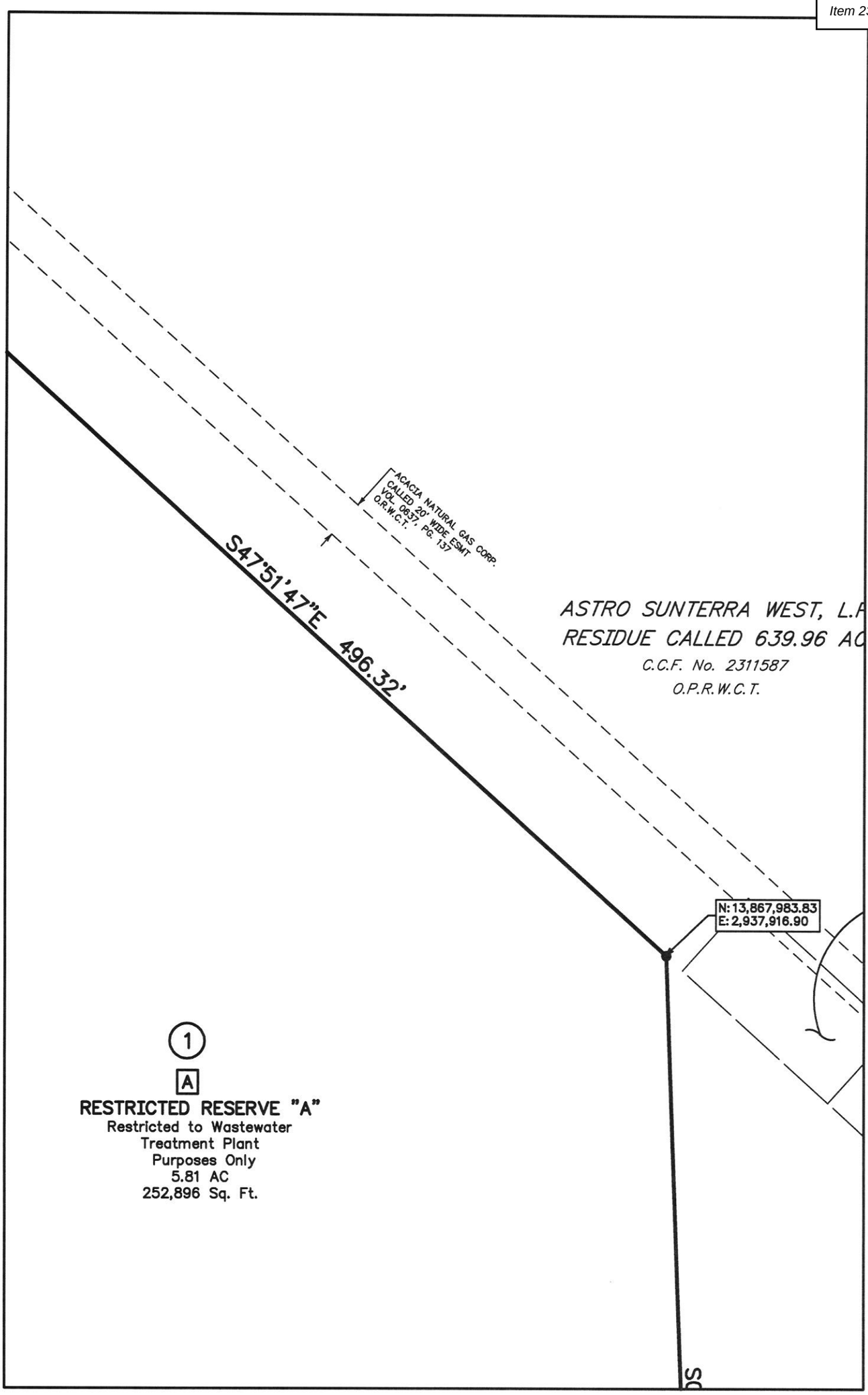

DATE: FEBRUARY 2026 SCALE 1"=60' SHEET 1H OF 1	SUNTERRA LAKES WASTEWATER TREATMENT PLANT NO 1	OWNER/DEVELOPER **ASTRO SUNTERRA WEST, L.P.,** **a Delaware Limited Partnership** 2450 FONDREN ROAD, SUITE 210 HOUSTON, TEXAS 77063 (713) 783-6702 bstidham@starwoodland.com	ENGINEER/PLANNER/SURVEYOR: QUIDDITY Quiddity Engineering, LLC Texas Board of Professional Engineers and Land Surveyors Registration Nos. F-23290 & 10046100 2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000 alruiz@quiddity.com

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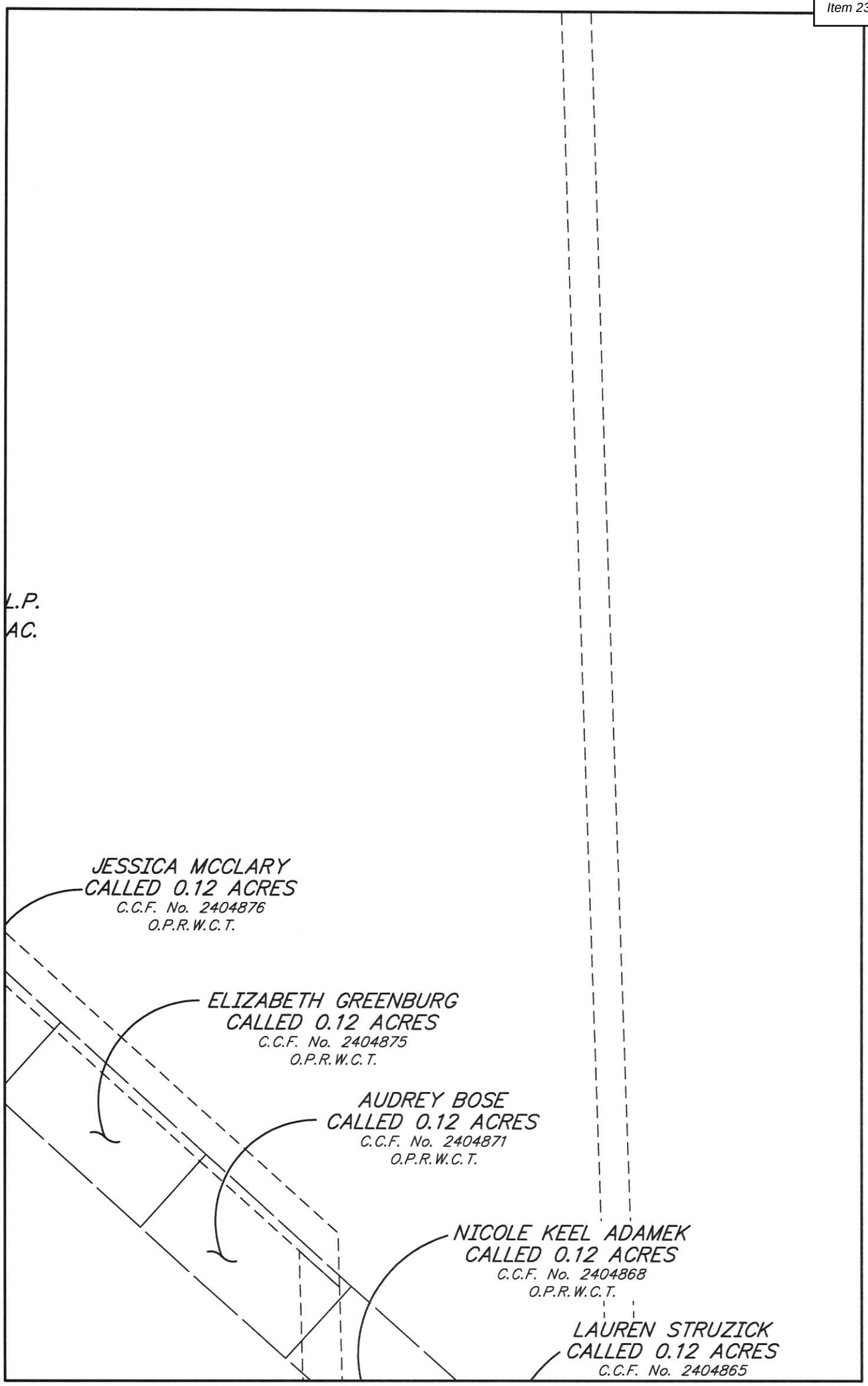

DATE: FEBRUARY 2026

SCALE 1"=60'

SHEET 1I OF 1

SUNTERRA LAKES
WASTEWATER
TREATMENT
PLANT
NO 1

OWNER/DEVELOPER
ASTRO SUNTERRA WEST, L.P.,
a Delaware Limited Partnership
2450 FONDREN ROAD, SUITE 210
HOUSTON, TEXAS 77063
(713) 783-6702
bstidham@starwoodland.com

ENGINEER/PLANNER/SURVEYOR:
QUIDDITY
Quiddity Engineering, LLC
Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2322 West Grand Parkway North, Suite 150 • Katy, TX 77449 • 832.913.4000
alruiz@quiddity.com

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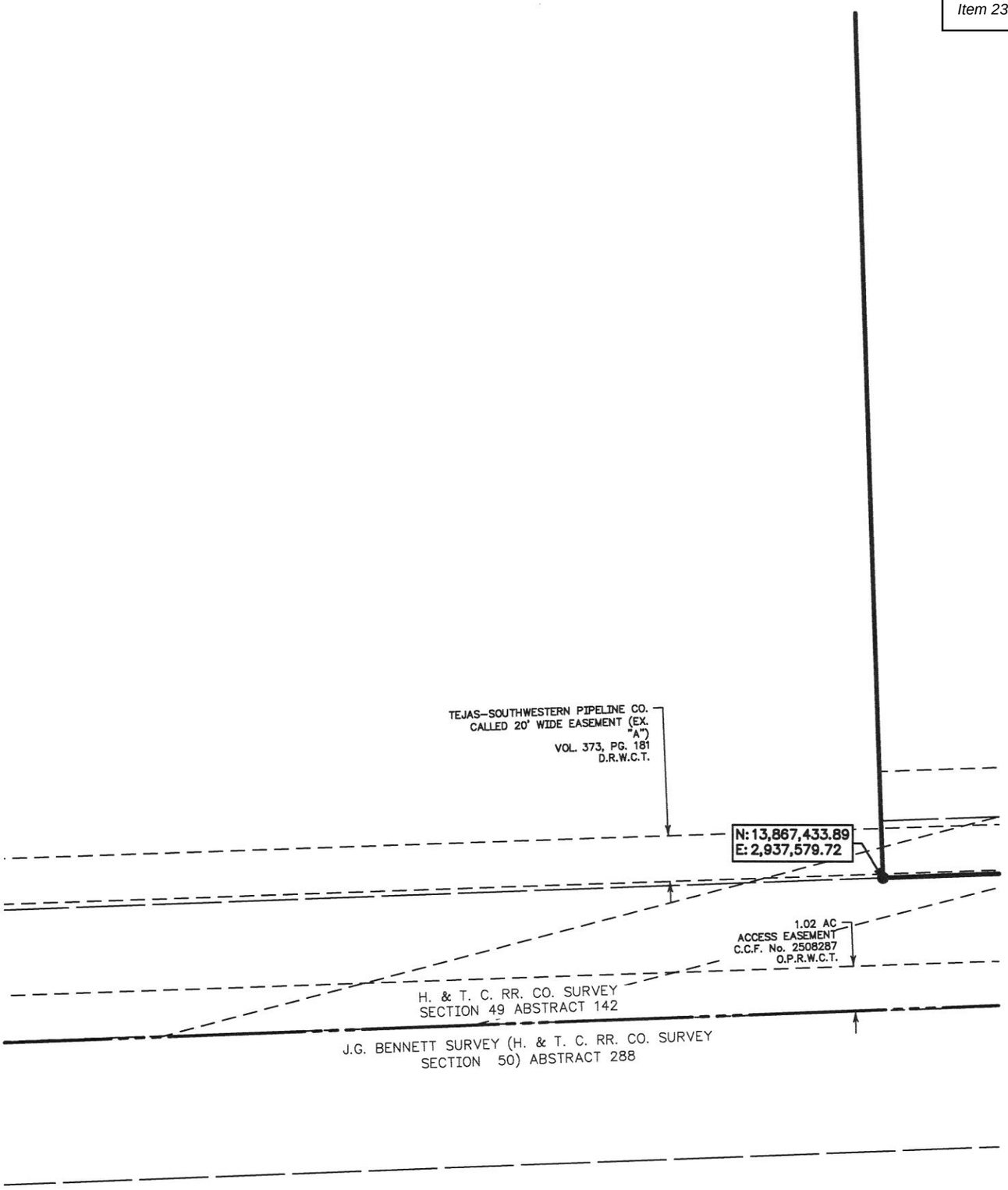

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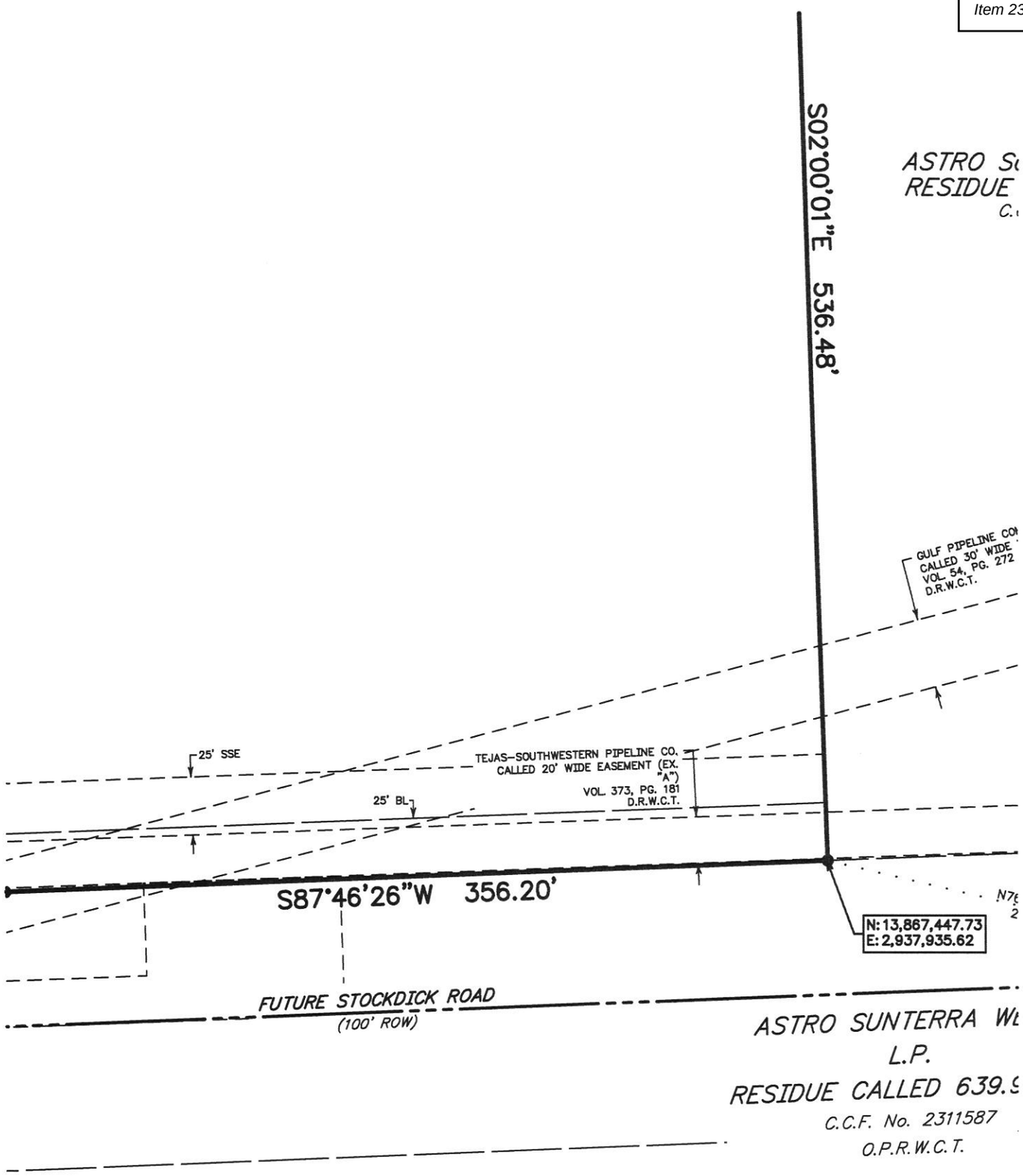

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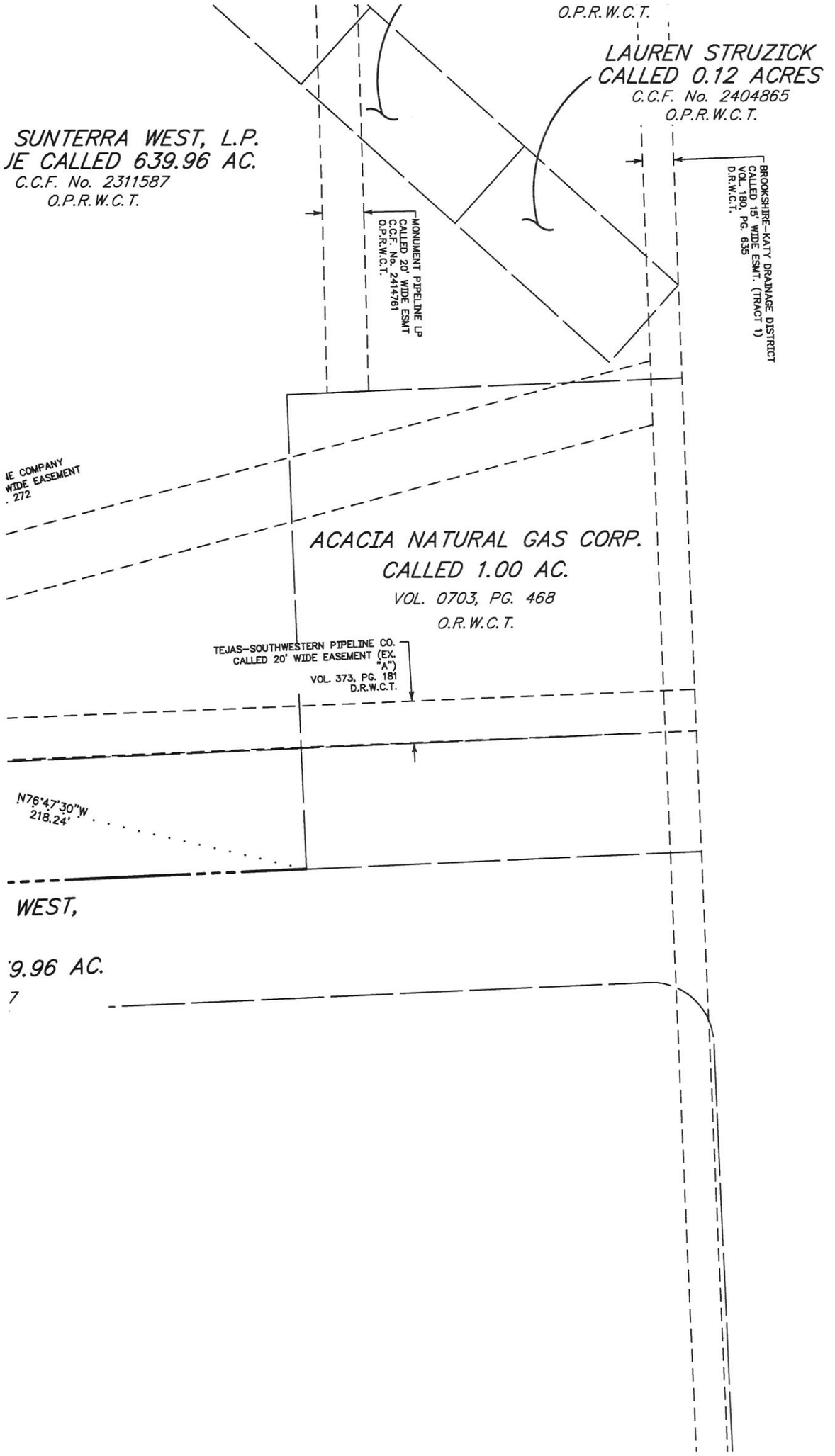

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BS

WALLER COUNTY
RIGHT-OF-WAY PERMIT

Approval Date: 2026-03-20

Permit # 2026-868

Issued To: Ezee Fiber, Samuel Cowen

Road Name: Jordan Ranch Blvd

Utility Type: 2-1.25" HDPE Duct Crossing

The location of your proposed improvements within the County Right-Of-Way as shown by the accompanying notice is approved. Contractor shall notify Waller County Road and Bridge at (979) 826-7670, a minimum of 48 hours prior to construction.
Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

1. The Commissioners Court may designate the place along the right-of-way where such lines shall be constructed.
2. Placement of buried lines shall be a minimum of 36-inches below the flow line of the existing ditch. For installations parallel to the right-of-way, the utility shall be located within three (3) feet of the edge of the right-of-way, unless otherwise approved by the County Engineer.
3. All placement of lines beneath roadways and asphalt or concrete paved driveways shall be jacked and bored. No open cut will be allowed within five feet of the edge of roadways or such driveways. Open cuts on unpaved driveways shall be performed only with a trenching machine and shall not be excavated. In such cases the trench shall be backfilled and compacted. The driveway surface shall be restored to its original or better condition.
4. All buried water lines shall be marked thoroughly with detectable tracer wire. All other lines shall be marked thoroughly with detectable underground warning tape. Public to be safe-guarded by use of construction signs and barricades. Identification markers shall be placed along right-of-way lines, that is readily identifiable, indicating name of Company, type of line and emergency contact number.
5. Restore roads to their original condition. Trench is to be back-tracked, dragged, graded and filled as necessary to minimize erosion and sedimentation resulting from the proposed installation. Ditches are to be left clear for drainage.
6. The Commissioners Court may require the owner to relocate this line, for valid reasons under the law by giving thirty (30) days written notice.

J. Ross McCall

Ross McCall
County Engineer

WALLER COUNTY
RIGHT-OF-WAY PERMIT

Approval Date: 2026-03-27

Permit # 2026-869

Issued To: Comcast, Justin Valentine

Road Name: Joseph Rd, Greenbriar Dr, Holly Dr, Country Lane E, Country Lane W, Oak Hollow Blvd, Pinewood Valley Dr, and Hargrave Rd

Utility Type: Installation of Fiber Optic Cable

The location of your proposed improvements within the County Right-Of-Way as shown by the accompanying notice is approved. Contractor shall notify Waller County Road and Bridge at (979) 826-7670, a minimum of 48 hours prior to construction.
Your attention is directed to Art. 1436A (for power lines) and Art. 1416 (communication lines) Vernon's Annotated Texas Civil Statutes with particular attention to the following provisions:

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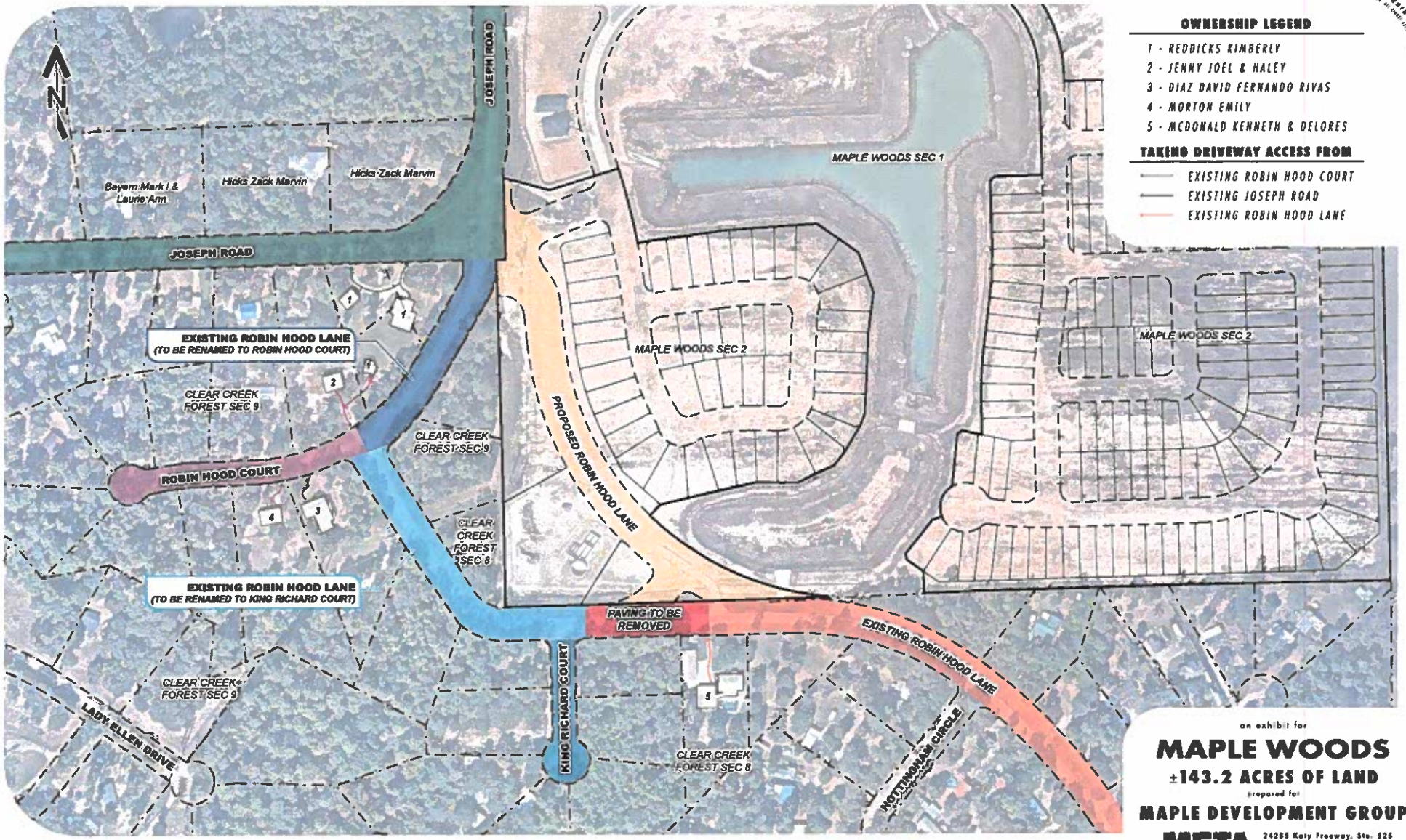
Ross McCall
County Engineer



OWNERSHIP LEGEND

1 - REDDICKS KIMBERLY
2 - JENNY JOEL & HALEY
3 - DIAZ DAVID FERNANDO RIVAS
4 - MORTON EMILY
5 - MCDONALD KENNETH & DELORES

TAKING DRIVEWAY ACCESS FROM

EXISTING ROBIN HOOD COURT
EXISTING JOSEPH ROAD
EXISTING ROBIN HOOD LANE

on exhibit for

MAPLE WOODS

±143.2 ACRES OF LAND

prepared for

MAPLE DEVELOPMENT GROUP

META PLANNING + DESIGN

24285 Katy Freeway, Ste. 525
Katy, Texas 77494
Tel: 281-810-1422

SCALE

MTA-45006A
JANUARY 21, 2026

THIS DRAWING IS A GRAPHIC REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. SAID DRAWING IS A SCANNED IMAGE ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. META PLANNING + DESIGN MAY OR MAY NOT INTEGRATE ADDITIONAL INFORMATION PROVIDED BY OTHER CONSULTANTS, INCLUDING BUT NOT LIMITED TO THE TOPICS OF ENGINEERING AND DRAINAGE, FLOODPLAINS, AND/OR ENVIRONMENTAL ISSUES AS THEY RELATE TO THIS DRAWING. NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE PHYSICAL DESIGN, LOCATION, AND CHARACTER OF THE FACILITIES SHOWN ON THIS MAP ARE INTENDED ADDITIONALLY, NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

© 2026 META PLANNING + DESIGN, ALL RIGHTS RESERVED

NOTICE OF PUBLIC HEARING

WALLER COUNTY COURTHOUSE

836 Austin Street, Hempstead, Texas 77445

COMMISSIONERS' COURTROOM, 4TH FLOOR

April 29th, 2026 at 9:00am

The Waller County Commissioners' Court will conduct a Public Hearing relating to Renaming – the proposed Robin Hood Ln, in Maple Woods - Section 2 Waller County, Texas.

All interested persons are encouraged to attend and participate in the Public Hearing.

NOTICE OF RECEIPT OF APPLICATION
TO REVISE A SUBDIVISION PLAT FILED FOR RECORD WITH THE COUNTY CLERK

APPLICATION: Enclave Gassner Tract, LLC, a Delaware Limited Liability Company, owner(s), are requesting to be allowed to amend Reserve "E", Block 1, and all of Reserve "D"; all of Lots 24-29, Block 1, all of Lot 11, Block 3; Also vacating a Portion of Reserve "E", all of Lot 65 and all of Lot 68, Block 1 of La Segarra Section 2 as Recorded in File No. 2511014 O.P.R.W.C. The amendment will modify the right-of-way of Catalan drive and Green Juniper Way, create 7 single family lots and a restricted reserve, and vacate portions of the previous plat.

This Replat request, if approved, will only revise the applicant's property.

PUBLIC HEARING: A public hearing will be held during the regular session of Commissioners' Court on *May 27, 2026 at 9:00 am* at the Waller County Courthouse, 836 Austin Street., Hempstead, Texas 77445.

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Waller County Agreement CFDA/FALN Number: 16.540, FAIN Number: 2026-SF-ST-0015, Federal Award Date: 15-Apr-2025

STANDARD GENERAL PROVISIONS

THIS CONTRACT AND AGREEENT is entered into, by and between the Houston-Galveston Area Council hereinafter referred to as Houston-Galveston Area Council having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Waller County, hereinafter referred to as the Subrecipient, having its principal place of business at 836 Austin Street, Suite 221, Hempstead, TX, 77445, Texas, United States. These entities may collectively referred to as "the Parties."

PERFORMING PARTY: Waller County

RECEIVING PARTY: Houston-Galveston Area Council

WITNESSETH:

WHEREAS, Houston-Galveston Area Council hereby engages the Subrecipient to perform certain services or provide deliverable(s) as specified in accordance with the specifications of this Agreement,

WHEREAS, Subrecipient has agreed to perform such services or provide such deliverable(s) in accordance with the specifications of the Agreement;

WHEREAS, the total approved not to exceed value of this Agreement is $5,500.

NOW, THEREFORE, Houston-Galveston Area Council and the Subrecipient do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Subrecipient warrants Houston-Galveston Area Council that it possesses adequate legal authority to enter into this Agreement. The Subrecipient's governing body, is applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Subrecipient to the terms of this Agreement.

ARTICLE 2: APPLICABLE LAWS

The Subrecipient agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Subrecipient shall furnish Houston-Galveston Area Council with satisfactory proof of its compliance.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of Houston-Galveston Area Council or the Subrecipient. No provision of this Agreement or act of Houston-Galveston Area Council in performance of the Agreement shall be construed as making the Subrecipient the agent, servant, or employee of Houston-Galveston Area Council, the State of Texas, or the United States Government. Employees of the Subrecipient are subject to the exclusive control and supervision of the Subrecipient. The Subrecipient is solely responsible for their own employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: PARTY LIABILITY

In consideration of full and satisfactory performance hereunder, Houston-Galveston Area Council will be liable to Subrecipient in an amount not to exceed the total contract value as detailed in the Budget attachment, and subject but not limited to the following limitations: 1) Houston-Galveston Area Council is not liable for expenditures made in violation of regulations, rules or policies promulgated under applicable local, state, or federal laws, 2) Except as specifically authorized by Houston-Galveston Area Council in writing, Houston-Galveston Area Council is liable only for requests for invoice payment made in compliance with the applicable cost principles and administrative requirements set forth in a properly executed attachment to this Agreement, 3) Houston-Galveston Area Council is not liable to Subrecipient for costs incurred or performance rendered before the beginning date or after termination of this Agreement, 4) Houston-Galveston Area Council is not liable for any costs incurred in the performance of this Agreement, which have not been billed to Houston-Galveston Area Council by the final billing deadline identified in the Scope of Work.

ARTICLE 5: MANDATORY ATTACHMENTS

The services to be performed or deliverable(s) to be provided by the Subrecipient are outlined in the attached Scope of Work (SOW) document, included with this Agreement. Any changes to the attached SOW document must be agreed to by the Parties via a written and fully executed amendment to this Agreement. In consideration of Houston-Galveston Area Council's compensation offer, further detailed in the Budget attachment to this Agreement, Subrecipient accepts and shall provide Houston-Galveston Area Council approved services in consideration, as specifically described in the Scope of Work, attached hereto and mutually incorporated herein. Subrecipient further agrees to implement the requirements of the Scope of Work according to the agreed upon Budget, as attached, and incorporated.

ARTICLE 6: PERFORMANCE PERIOD

The period of performance for this Agreement begins 01-Jan-2026 and ends 31-Aug-2026. All services and deliverables to be provided under this Agreement must be provided within this performance period, unless directly specified under a written amendment or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Any payment or funding claimed by Subrecipient shall be paid by Houston-Galveston Area Council only under the specific terms set forth in the Special Provisions, Scope of Work, and Budget. Subrecipient agrees that payments are predicated upon properly documented and verified proof of performance delivered, proper invoices that are submitted timely to Houston-Galveston Area Council, and costs incurred by the Subrecipient, in accordance with the terms outlined by the Special Provisions of this Agreement.

ARTICLE 8: REPORTING REQUIREMENTS

If the Subrecipient fails to submit to Houston-Galveston Area Council in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, Houston-Galveston Area Council may withhold payments otherwise due and owing the Subrecipient hereunder. Subrecipient's failure in reporting or performance may be considered cause for termination of this Agreement. If Houston-Galveston Area Council withholds such payments, it shall notify the Subrecipient of its decision. Payments withheld pursuant to this Article may be held by Houston-Galveston Area Council until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient. The Subrecipient's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions and SOW of this Agreement.

ARTICLE 9: NON-FUNDING CLAUSE

Any obligation of Houston-Galveston Area Council created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. Houston-Galveston Area Council shall not be otherwise obligated or liable for any future payments due, or for any damages as a result of interruption of payment or termination.

ARTICLE 10: INSURANCE

Subrecipient certifies that it has either adequate coverage to meet claims or is self-insured for all claims. The limits of liability are set in part by the Texas Tort Claims Act §101.001. The Texas Labor Code §504, and the Texas Workers Compensation Act, outline limits of liability for worker's compensation and employer's liability. During the full term of the Agreement, Subrecipient must provide general liability and property insurance in amounts sufficient to cover contractual liability and protect program facilities including equipment. Subrecipient must ensure that any owned, leased, or non-owned automobiles used in performance of this agreement by Subrecipient's employees or agents are covered by sufficient automobile liability insurance. Subrecipient certifies that it either has Workers' Compensation insurance in the amount required by statute or is self-insured for workers' compensation coverage under statute. Subrecipient further represents that it is insured for general liability including bodily injury, death, and property damage. All insurance certificates, policies, and binders must be maintained by Subrecipient at its program site for review by Houston-Galveston Area Council at any time.

ARTICLE 11: SUBCONTRACTS

Except as may be set forth in the Special Provisions, the Subrecipient agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of Houston-Galveston Area Council. The Subrecipient acknowledges that Houston-Galveston Area Council is not liable to any subcontractor or assignee of the Subrecipient. The Subrecipient shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Subrecipient. Subrecipient shall give all required notices and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, Houston-Galveston Area Council shall not be responsible for monitoring

Subrecipient's compliance, or that of Subrecipient's subcontractors, with any laws or regulations.

ARTICLE 12: AUDIT

Notwithstanding any other audit requirement, Houston-Galveston Area Council reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement. The audit may be performed by the Houston-Galveston Area Council local government audit staff, a certified public accountant firm, or other auditors designated by Houston-Galveston Area Council and will be conducted in accordance with applicable professional standards and practices. Subrecipient who spend $1,000,000 or more of federal assistance under this contract or cumulatively under all federal contracts in a fiscal year are required to have an audit conducted annually in compliance with 2 CFR 200. Subrecipient agrees to submit all written reports of monitoring or audits to Houston-Galveston Area Council within thirty (30) days of issuance. Any reports that contain findings from an auditor must also include a corrective action plan from the Subrecipient in accordance with 2 CFR 200.511.

The Subrecipient understands and agrees that the Subrecipient shall be liable to the Houston-Galveston Area Council for anything disallowed as a result of audit, in which case future payments are predicated upon repayment as set forth in this Agreement.

ARTICLE 13: EXAMINATION OF RECORDS

The Subrecipient shall maintain complete and accurate records throughout the course of the work. This shall include all of the Subrecipient's costs and documentation of items which are chargeable to Houston-Galveston Area Council under this Agreement. Houston-Galveston Area Council, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy, and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by Houston-Galveston Area Council. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Subrecipient shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Subrecipient's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Subrecipient's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Subrecipient further agrees to include this language in all its subcontracts, pursuant to Article 10-Subcontracts. The Subrecipient agrees that Houston-Galveston Area Council and its duly authorized representatives shall have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices, and records of such subcontractor involving transactions relating to the subcontract, until seven (7) years after final payment under the subcontract or until all audit findings have been resolved.

ARTICLE 14: RETENTION OF RECORDS

The Subrecipient shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the date of final contract closeout. If any

litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 15: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state Law or by regulations, are automatically incorporated without written amendment to this Agreement, and shall become effective on the date designated by such law or by regulation.
B. To ensure the legal and effective performance of this Agreement, both parties agree that Houston-Galveston Area Council may amend performance under this Agreement, during the contract period, by issuing policy directives to establish or clarify performance requirements under this Agreement. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of this Agreement and shall be binding upon the Subrecipient as if written herein, provided however that such policy directives shall not alter the terms of this Agreement so as to relieve Houston-Galveston Area Council of any obligation specified in this Agreement to reimburse Subrecipient for costs properly incurred prior to the effective date of such policy directives.
C. Except as specifically provided by subsections A and B of this Article, any other alterations, additions, or deletions to the terms of this Agreement shall completed via a written amendment to this Agreement.

ARTICLE 16: TERMINATION PROCEDURES

The Subrecipient acknowledges that this Agreement may be terminated for Convenience or Default, as detailed further below.

A. *Convenience*
Houston-Galveston Area Council may terminate this Agreement at any time, in whole or in part, with or without cause, whenever Houston-Galveston Area Council determines that for any reason such termination is in the best interest of Houston-Galveston Area Council, by providing written notice by certified mail to the Subrecipient. Upon receipt of notice of termination, all services hereunder of the Subrecipient and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Subrecipient may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to Houston-Galveston Area Council via certified mail. The Subrecipient may not give notice of cancellation after it has received notice of default from Houston-Galveston Area Council.

B. *Default*
Houston-Galveston Area Council may, by written notice of default to the Subrecipient, terminate the whole or any part of the Agreement, in any one of the following circumstances:
(1) If the Subrecipient fails to perform the services herein specified within the time specified herein or any extension thereof; or
(2) If the Subrecipient fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances

does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by Houston-Galveston Area Council in writing) after receiving written notice by certified mail of default from Houston-Galveston Area Council.

ARTICLE 17: CONTRACT CLOSEOUT PROCEDURE

At completion of the Scope of Work requirements, H-GAC will conduct the contract closeout process in order to establish the following: Determine if all deliverables were met; and that the work was completed and acceptable to H-GAC as per the Agreement, ensure project funds were expended as per the Agreement funding requirements , process the final payment to close out the project, and complete the project audit (if applicable). Subrecipient should securely store and protect all pertinent project data until the required document retention period is met as specified in these provisions.

ARTICLE 18: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Waller County shall make H-GAC aware in writing of a force majeure event that may affect performance or completion of the contract as soon as Waller County becomes aware. Determination of force majeure shall rest solely with Houston-Galveston Area Council.

ARTICLE 19: COPYRIGHTS

Houston-Galveston Area Council, and any related state or federal awarding agency, reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or Houston-Galveston Area Council purposes:

A. The copyright of all maps, data, reports, research, or other work developed under this Agreement;
B. Any copyrights or rights of use to copyrighted material which the Subrecipient purchases with funding under this Agreement. All such data and material shall be furnished to Houston-Galveston Area Council upon request.

ARTICLE 20: OWNERSHIP OF MATERIALS

Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Subrecipient solely as a part of its work under this Agreement, shall become the property of the Houston-Galveston Area Council upon completion of this Agreement, or in the event of termination or cancellation hereof. All such data and material shall be furnished to Houston-Galveston Area Council at no charge and upon request. Subrecipient further agrees not to release information about results or deliverables connected to this Agreement to anyone outside of Houston-Galveston Area Council, without first obtaining written release authorization from Houston-Galveston Area Council.

ARTICLE 21: POLITICAL ACTIVITY – BYRD ANTI-LOBBYING ACT

Nothing related, connected to, or provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. The

Subrecipient, if a recipient of Federal assistance exceeding 100,000 dollars through an Houston-Galveston Area Council subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

ARTICLE 22: SECTARIAN INVOLVEMENT PROHIBITED

The Subrecipient shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

ARTICLE 23: CONFLICT OF INTEREST

No officer, member or employee of the Subrecipient or Subrecipient's subcontractor, no member of the governing body of the Subrecipient, and no other public officials of the Subrecipient who exercise any functions or responsibilities in the review or Subrecipient approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 24: FEDERAL COMPLIANCE

Subrecipient agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Subrecipient shall notify each potential subcontractor or supplier of the Subrecipient's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964codified at 42 U.S.C. §§2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any education program or activity receiving federal financial assistance; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disabilities and the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §12101 et seq,); (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1251), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state

energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 25: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED JANUARY 3, 2025)

Pursuant to 2 CFR § 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. See Public Law 115-232 and 2 CFR § 200.471 for additional information. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items. In addition, the No TikTok" on Government Devices Act (FAR 52.504-27) prohibits Contractors from having or utilizing software application known as "TikTok" owned and operated by ByteDance Limited (ByteDance), a privately held company headquartered in Beijing, China on any information technology used in the performance of a government contract.

ARTICLE 26: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds Houston-Galveston Area Council should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Houston-Galveston Area Council must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with Houston-Galveston Area Council to provide all required certifications and other documentation needed to show compliance.

ARTICLE 27: CRIMINAL PROVISIONS AND SANCTIONS

The Subrecipient agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the Houston-Galveston Area Council, the State of Texas, and the acts and regulations of any related state or federal agency. The Subrecipient agrees to promptly notify Houston-Galveston Area Council of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Subrecipient shall notify Houston-Galveston Area Council of any accident or incident requiring medical attention arising from

its activities under this Agreement within twenty-four (24) hours of such occurrence. Th or willful damage to property on loan to the Subrecipient from Houston-Galveston Area Council, if any, shall be reported to local law enforcement agencies and Houston-Galveston Area Council within two (2) hours of discovery of any such act.

The Subrecipient further agrees to cooperate fully with Houston-Galveston Area Council, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Subrecipient shall notify Houston-Galveston Area Council of the threat of lawsuit or of any actual suit filed against the Subrecipient pertaining to this Agreement or which would adversely affect the Subrecipient's ability to perform services under this Agreement.

ARTICLE 28: INDEMNIFICATION AND RECOVERY

To the extent permitted by law, Houston-Galveston Area Council shall indemnify and hold Subrecipient harmless against any and all claims, demands, damages, liabilities, and costs incurred by Subrecipient which directly or indirectly result from, or arise in connection with, any negligent act or omission of Houston-Galveston Area Council, its agents, or employees, pertaining to its activities and obligations under this Agreement.

To the extent permitted by law, Subrecipient shall indemnify and hold Houston-Galveston Area Council, it's officers, agents, and employees harmless against any and all claims, demands, damages, liabilities, and costs (including reasonable attorney fees) which directly or indirectly result from, or arise in connection with, any negligent act or omission of Subrecipient, its agents, or employees pertaining to its activities and obligations under this Agreement.

ARTICLE 29: LIMITATION OF LIABILITY

H-GAC'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. H-GAC SHALL NOT BE LIABLE TO THE PERFORMING PARTY OR ITS AFFILIATES FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT, OR CONTRACT. In no event will Houston-Galveston Area Council be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings; or other incidental special or consequential damages to the full extent such use may be disclaimed by law during the period of this contract and its related procurements. If Subrecipient performs an act knowing or having reason to know that it is contrary to any law or regulation, the Subrecipient shall bear all claims, costs, losses, and damages caused by, arising out of, or resulting from that act.

ARTICLE 30: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM) AND DEBARRED BIDDERS

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior**

to submitting an application or plan; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

Subrecipient, including any of its officers or holders of controlling interest, is obligated to inform Houston-Galveston Area Council whether or not it is or has been on any debarred bidder's list maintained by the United States Government or the State of Texas. Should the Subrecipient be included on such a list during the performance of this project, it shall so inform Houston-Galveston Area Council within 10 business days of notification.

ARTICLE 31: SOLID WASTE DISPOSAL ACT

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 32: PREVENTION OF FRAUD, WASTE, AND ABUSE

Subrecipient shall establish and implement reasonable internal procedures and management controls to prevent misuse of funds under this contract. Subrecipient agrees to report, in writing, to Houston-Galveston Area Council any knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, and violations of federal policies and procedures within 24 hours of discovery. Except as provided by law or court order, the parties to this agreement will ensure the confidentiality of all incident reports. Neither Subrecipient nor Houston-Galveston Area Council will retaliate against any person filing an incident report. Any failure to comply with this Article will result in Houston-Galveston Area Council utilizing the Schedule of Remedies as defined in this agreement.

ARTICLE 33: TEXAS PUBLIC INFORMATION ACT

Houston-Galveston Area Council and the Subrecipient understand and agree that Houston-Galveston Area Council is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act (the "Act"). Houston-Galveston Area Council must rely on advice, decisions, and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and submissions are subject to inclusion into the public record after award. To the extent permitted by law, the Subrecipient may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED "CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET". Houston-Galveston Area Council will make reasonable efforts to provide the Subrecipient notice in accordance with the Act in the event Houston-Galveston Area Council receives a request for information under the Act for information that the Subrecipient has marked as indicated above.

ARTICLE 34: SPEND-DOWN POLICY

Within thirty (30) days of Contract execution Contractor/Subrecipient shall provide H-GAC with a plan that identifies anticipated expenditures under the Contract for each quarter in which the Contract is in effect (the "Spend Down Plan"). The Spend Down Plan shall have sufficient detail to clearly show Contractor's/Subrecipient's plan for using the funds provided under the Contract and should note reasons for projected changes in the level of expenditures over the term of the Contract. The Contractor/Subrecipient shall update the Spend Down Plan at the end of each quarter during the term of the Contract or more frequently if circumstances have changed in a way that affects the Spend Down Plan or if requested by H-GAC.

The Contractor/Subrecipient shall monitor its expenditures under the Contract monthly and within 10 days of the end of each month, notify H-GAC if it expects expenditures under the Contract to be less than 75% of the expenditures shown for that quarterly period in the Spend Down Plan. In such event, Contractor/Subrecipient must provide H-GAC with a rebudgeting plan which fully explains how Contractor will be able to use all funds available under the Contract by the end of the Contract term or by a later Contract date, if extension of the Contract is permitted by the funding source and approved by H-GAC in its sole discretion.

H-GAC may approve the rebudgeting plan (with or without required changes) or reject the rebudgeting plan in its sole discretion. If H-GAC approves the rebudgeting plan, Contractor shall submit a revised Spend Down Plan incorporating the revised budget and proceed with work under the Contract and Spend Down Plan.

If Contractor/Subrecipient fails in any quarter to spend at least 75% of the expenditures specified in its Spend Down Plan and has not obtained H-GAC approval of a rebudgeting plan, H-GAC shall have the right to terminate the Contract for cause in accordance with the Contract termination procedures and reallocate the remaining funds to other allowable programs or recipients.

ARTICLE 35: INFORMATION RESOURCES SECURITY POLICY

Subrecipient shall maintain a written information security policy, which at minimum:

(1) Ensures that all Subrecipient's employees and Subrecipient's subcontractor's employees shall complete a cybersecurity training program certified under section 2054.519 of the Texas Government Code. Such training must occur during the contract term and renewal period. Subrecipient shall provide Houston-Galveston Area Council with verification of required training upon completion or Houston-Galveston Area Council's request;
(2) Provides regular training of all Subrecipient's employees and Subrecipient's subcontractor's employees on applicable and up to date security procedures and techniques;
(3) Requires that Subrecipient and Subrecipient subcontractors maintain privacy policies that protect private data as prescribed by applicable state, local, federal privacy laws and regulations; and,
(4) Requires that Subrecipient and Subrecipient's subcontractors utilize adequate safeguards to address any security vulnerabilities.

Upon request, Subrecipient shall provide Houston-Galveston Area Council with a copy of Subrecipient and Subrecipient's subcontractor's written information security policies.

ARTICLE 36: ACCESS AND PROTECTIONS OF H-GAC INFORMATION RESOURCES, DATA, AND CREDENTIALS

Subrecipient is responsible for, must protect, and shall provide adequate safeguards against any unauthorized use, modification, or disclosure of Houston-Galveston Area Council information resources, data, and credentials. Subrecipient and Subrecipient subcontractors shall stay up to date and aware of current, ongoing, and potential telecommunications security risks in Subrecipient and Subrecipient subcontractors given environment(s) and must always consider information sensitivity and transmission security issues when selecting a communications medium. Subrecipient and Subrecipient subcontractors are required to utilize up-to-date and adequate anti-virus or malware protection software for all systems and devices used to access Houston-Galveston Area Council information resources, data, and credentials. Subrecipient is responsible for any incident arising from improperly protected Houston-Galveston Area Council information resources, data, and credentials.

ARTICLE 37: SECURITY BREACH

Subrecipient shall notify Houston-Galveston Area Council within 24 (twenty-four) hours of Subrecipient's discovery of a security incident, breach, or unauthorized use, modification, or disclosure of Houston-Galveston Area Council information resources, data, or credentials. Hereinafter, such an event will be referred to as a "security breach" in this section. Upon immediate discovery of security breach, Subrecipient will coordinate with Houston-Galveston Area Council to determine and implement an adequate and timely action plan to mitigate security breach and resolve any issues resulting from security breach. Subrecipient shall bear all associated costs for any security breach caused by the negligence or willful misconduct of the Subrecipient and Subrecipient's subcontractors.

ARTICLE 38: AUTORHIZED REPRESENTATIVES

Houston-Galveston Area Council will designate specific employees, authorized to discuss matters relating to this Agreement, or provide additional written guidance, clarification, or technical direction. "Technical direction" means information or specific instructions related to the operation of services and Scope of Work under this Agreement.

This whole Agreement as written supersedes any and all prior oral and written agreements between the parties relating to matters herein, and cannot be modified by

any representative, without the executed written memorialization of consent of the parties.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Agreement is the joint work product of Houston-Galveston Area Council and the Subrecipient. This Agreement has been negotiated by Houston-Galveston Area Council and the Subrecipient and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: SEVERABILITY

Houston-Galveston Area Council and Subrecipient agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 42: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of Houston-Galveston Area Council or his designee, who shall reduce his decision to writing and provide notice thereof to the Subrecipient. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Subrecipient requests a rehearing from the Executive Director of Houston-Galveston Area Council. In connection with any rehearing under this Article, the Subrecipient shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Subrecipient may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Subrecipient shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 43: CHOICE OF LAW - VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

ARTICLE 44: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions (if applicable), 3) Scope of Work, and 4) Other Attachments.

ARTICLE 45: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

SIGNATURES:

Houston-Galveston Area Council and the Subrecipient have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Waller County	**Houston-Galveston Area Council**
Signature	Signature
Name	Name Chuck Wemple
Title	Title Executive Director
Date	Date

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

SPECIAL PROVISIONS
REGIONAL JUVENILE MENTAL HEALTH SERVICES

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Incorporated by attachment, as part of the whole agreement, Houston-Galveston Area Council and the Waller County (Contractor) do hereby agree to the following Special Provisions as follows:

ARTICLE 1: GOVERNING LAW, STANDARDS AND REGULATIONS

This contract is funded by the Criminal Justice Division of Texas (CJD) under their Regional Juvenile Mental Health Services Program incorporated in the State Criminal Justice Planning Fund (SF 421). Subrecipient agrees to comply with all applicable state and federal laws and local ordinances including but not limited to licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials used. Houston-Galveston Area Council, upon request or at its own discretion, may provide additional standards, guidelines or requirements to aid Subrecipient in rendering appropriate performance. Houston-Galveston Area Council's provision of this information shall in no way supersede the precedence of applicable laws and regulations.

ARTICLE 2: MANDATORY ATTACHMENTS

In consideration of Houston-Galveston Area Council's compensation offer hereinafter described, Subrecipient accepts and shall provide Houston-Galveston Area Council approved services in consideration as specifically described in the Scope of Services, attached hereto and mutually incorporated herein. Subrecipient further agrees to implement the requirements of the Scope of Services according to the agreed upon Budget, as attached and incorporated.

ARTICLE 3: PARTY LIABILITY

In consideration of full and satisfactory performance hereunder, Houston-Galveston Area Council will be liable to Subrecipient for costs billed in accordance with the agreed upon rate for such services as described in the Subrecipient proposal coinciding with the contract performance dates. This payment is subject to the following limitations: 1) Houston-Galveston Area Council is not liable for expenditures made in violation of regulations, rules or policies promulgated under applicable local, state, or federal laws, 2) Except as specifically authorized by Houston-Galveston Area Council in writing, Houston-Galveston Area Council is liable only for expenditures made in compliance with the applicable cost principles and administrative requirements set forth in 2 CFR200 and the Uniform Grant Management Standards (UGMS) promulgated by the State of Texas 3) Houston-Galveston Area Council is not liable to Subrecipient for costs incurred or performance rendered before the beginning date or after termination of this Agreement, 4) Houston-Galveston Area Council is not liable for any costs incurred in the performance of this Agreement, which have not been billed to Houston-Galveston Area Council within 30 days following termination of this Agreement.

ARTICLE 4: PAYMENTS

Houston-Galveston Area Council shall make payments to the Subrecipient in the following manner:

a) Subject to the terms and exclusions outlined in this Agreement, and subject to the confirmation of eligibility under applicable state, local, and federal statues; Houston-Galveston Area Council will reimburse Subrecipient for goods, services, or expenditures on the basis of allowable costs up to the maximum value of this Agreement, or $5,500. Subrecipient shall be paid actual documented cost of each assessment or counseling session provided, as listed in the Subrecipient's proposal as specified in the attached

Budget. If there will be a variance of more than 10% of what is represented in the Budget during the contract period, the Subrecipient shall submit a request in writing to Houston-Galveston Area Council prior to the reimbursement request that would be affected by the change. After receiving such a request Houston-Galveston Area Council reserves the right to accept or deny. In no event shall the sum of all payments for service hours provided exceed the amount shown in the proposal. Subrecipient shall bill Houston-Galveston Area Council for fully documented and substantiated costs of all services provided no later than the 15th of the following month.

Houston-Galveston Area Council will forward payment to Subrecipient within thirty (30) business days subject to having received each of the following:

b) A detailed account of actual costs of the services provided, including number of hours and cost per hour.
c) Information regarding any subcontracted service provider, including name of agency, address of agency, name of assessor and/or therapist, credentials of assessor and/or therapist, and length of time agency has been operating in the contracted jurisdiction.
    1) The Subrecipient shall use the Houston-Galveston Area Council Regional Juvenile Mental Health Services Reimbursement Form, herein attached, to request reimbursement from Houston-Galveston Area Council.
    2) All requested costs must be eligible under the applicable Governor's Criminal Justice Plan for Texas.

ARTICLE 5: SANCTIONS OR REMEDIAL MEASURES

A. Performance Sanctions. Subrecipient's failure to comply with any provision of this contract and attached Scope of Services, any applicable federal or state laws, regulations and rules, and any other applicable Houston-Galveston Area Council policies, issuances, and rules may subject Subrecipient to sanctions and/or remedies imposed by Houston-Galveston Area Council.

B. Financial Sanctions. Houston-Galveston Area Council retains the right to deduct the amount of any advance payment or previous overpayment made by Houston-Galveston Area Council, from any subsequent billing submitted by Subrecipient for violations under this contract. Failure to comply with the Subrecipient obligations or submit billings timely is valid justification for termination of this contract or disallowance of payment. Subrecipient will be liable for and will repay to Houston-Galveston Area Council, on demand, any amounts which are not expended in compliance with this contract or disallowed as a result of a resolution agreement. Subrecipient will further be responsible for any audit exception or other payment deficiency covered by this contract and all subcontracts hereunder which is found to exist by monitoring or auditing by any party as authorized or required by Houston-Galveston Area Council. Subrecipient will be liable for such funds and will repay such funds even if the improper expenditure, if any, was made by a subcontractor of Subrecipient. All repayment made by the Subrecipient shall be from non-federal/state funds. Subrecipient's failure to pay within 30 days after demand may result in legal actions to recover such funds, sanctions as set forth in this section and/or additional cost including

allowable interest.

C. If the Subrecipient fails to submit to Houston-Galveston Area Council in a timely and satisfactory manner any report required by this contract, or otherwise fails to satisfactorily render performances hereunder, Houston-Galveston Area Council may withhold payments otherwise due and owing to Subrecipient. If Houston-Galveston Area Council withholds such payments, it will notify the Subrecipient in writing of its reasons for withholding payment. Payments withheld pursuant to this paragraph may be held by Houston-Galveston Area Council until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient.

D. If the Subrecipient neglected to follow procurement rules when buying inventory or equipment, Houston-Galveston Area Council may recover funds. Houston-Galveston Area Council may withhold payments on any invoices owed to a Subrecipient if the Subrecipient does not provide a current inventory when requested. Houston-Galveston Area Council may refuse to close a contract and make a final payment to Subrecipient if the Subrecipient's inventory is not current with Houston-Galveston Area Council records. Houston-Galveston Area Council may also recover funds when Subrecipient fails to report stolen or lost equipment.

E. Notwithstanding Houston-Galveston Area Council's exercise of its right of early termination, the Subrecipient will not be relieved of any liability for damages due to Houston-Galveston Area Council. Houston-Galveston Area Council may withhold payment to Subrecipient on this contract until such time as the exact amount of damages due to Houston-Galveston Area Council from the Subrecipient is agreed upon or is otherwise determined by Houston-Galveston Area Council.

ARTICLE 6: COORDINATION OF SERVICES

Houston-Galveston Area Council shall provide coordination of mental health services provided across the region, including overall monitoring and implementation of the services provided. Houston-Galveston Area Council Criminal Justice planning staff shall act as liaison between the Subrecipient and the Office of the Governor, Criminal Justice Division.

SECTION 7: COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

Except as otherwise specifically authorized by Houston-Galveston Area Council in writing, Subrecipient will comply with the applicable cost principles and administrative requirements set forth in 2 CFR 200 and 48 CFR, Chapter 1, Part 31, (Federal Acquisition Regulations). Additionally, the Texas Office of the Governor has released guidance under the Uniform Grant and Contract Management Standards (UGCMS) and those requirements are included herein. Where there is a conflict between federal and state requirements, federal requirements take precedence.

SECTION 8: REPORTING

In addition to the financial reporting requirements set forth in these Special

Contract Provisions and Houston-Galveston Area Council's policies and procedures, Subrecipient will submit such other reports, contract closeout, requested data, and/or ad hoc reports and information on the operation and performance of this Contract as may be required by Houston-Galveston Area Council. Houston-Galveston Area Council shall provide a reasonable time for response, in consideration of the nature and availability of the information requested.

SECTION 9: INVESTIGATIONS, MONITORING AND TECHNICAL ASSISTANCE

A. Subrecipient agrees to cooperate with any monitoring, inspection, audit, or investigation of activities related to this Contract as may be conducted by Houston-Galveston Area Council, applicable federal or state agencies, and the State of Texas, or their duly authorized representatives. This cooperation may include access to the premises for the purpose of questioning employees or participants and for the purpose of examining and/or photocopying any books, records, including participant records, papers, or other documents whatsoever relating to this Contract and the performance thereof.

B. Houston-Galveston Area Council reserves the right to conduct, or to have conducted by designated representatives, monitoring and evaluation of Subrecipient's performance as well as performances of Subrecipient's subcontractors rendered under this Contract. Houston-Galveston Area Council will notify Subrecipient of any deficiencies noted during such review and may withhold payments as appropriate based upon such review, pursuant to these Special Contract Provisions. Houston-Galveston Area Council will provide technical assistance to Subrecipient in correcting deficiencies noted. Houston-Galveston Area Council may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them.

ARTICLE 10: PERSONNEL

The Subrecipient shall furnish all necessary personnel with the professional classification, qualifications, skill and expertise required to perform the services required under this contract. The Subrecipient shall be responsible for completion of the services to be rendered and will provide all necessary supervision and coordination of activities that may be required to complete the services. The Subrecipient shall not subcontract work to be performed without prior written consent of Houston-Galveston Area Council.

SECTION 11: SUBCONTRACTS

A. Subrecipient may enter into subcontracts, defined herein as written legal agreements with another party that specify the terms and conditions for the provision of goods or services to be used by the Subrecipient or by participants in the Subrecipient's programs and which will be paid for by funds from this contract. All subcontracts must be procured in accordance with the guidance in 2 CFR 200. Houston-Galveston Area Council shall review and approve subcontracts in advance of Subrecipient incurring billable costs and reserves the right to review the performance of subcontractors under this agreement.

B. The Subrecipient shall furnish to Houston-Galveston Area Council a copy of the signed subcontract(s) when the Subrecipient uses the services of mental health professionals under the purview of this agreement.
C. All subcontracts are the sole responsibility of Subrecipient. H-GAC is not responsible for the administration or payment of subcontractor of Subrecipient and such contracts do not convey any liability on H-GAC for payment or acceptance of work product.
D. All cost principles and regulations for which the Subrecipient is liable shall pass through to any subcontractor under this contract and Subrecipient shall assure that such provisions are included in any written agreement.

ARTICLE 12: COPYRIGHTS AND RIGHTS IN DATA

When activities involved in the services provided for in this Contract produce original books, manuals, films, computer programs (including executable computer programs and supporting data in any form) or other copyrightable material, the Subrecipient may copyright such, but the Governor's Office of General Counsel, Houston-Galveston Area Council, and Criminal Justice reserves a royalty-free, non-exclusive and irrevocable license to produce, publish and use such materials and to authorize others to do so.

Provisions appropriate to effectuate the purpose of this condition must be in all employment contracts, service provider agreements and other subcontracts emanating from this Contract.

ARTICLE 13: INSURANCE

The Subrecipient represents to Houston-Galveston Area Council that it self-insures its general liability exposure including bodily injury, death and property damage. The limits of liability are set in part by the Texas Tort Claims Act. The Subrecipient self-insures workers compensation and employer's liability under the Texas Workers Compensation Act.

ARTICLE 14: ASSIGNMENT

The provisions of this contract shall not be assignable without the prior written consent of Houston-Galveston Area Council.

ARTICLE 15: RECORDS RETENTION

Records shall be retained for at least **SEVEN (7) YEARS** following the closure of the most recent audit report and until any outstanding litigation, audit or claim has been resolved. Records are subject to inspection by CJD, Houston-Galveston Area Council, or any state or federal agency authorized to inspect same.

ARTICLE 16: CONFIDENTIALITY OF JUVENILE RECORDS

Pursuant to Section 299E 34 U.S.C. 11186, Except as authorized by law, program records containing the identity of individual juveniles gathered for purposes pursuant to this title may not be disclosed without the consent of the service recipient, or legally authorized representative, or as may be necessary to carry out this title. Under no circumstances may program reports or findings available for public dissemination contain actual names of service recipients.

HOUSTON-GALVESTON AREA COUNCIL
REGIONAL JUVENILE MENTAL HEALTH SERVICES
SCOPE OF SERVICES

WALLER COUNTY

The Juvenile Probation Department agrees the provisions outlined as follows:

ELIGIBLE SERVICES

The Juvenile Probation Department will provide mental health assessments and/or therapy (individual and group counseling) to referred juveniles.

REIMBURSEMENT

H-GAC will reimburse the Juvenile Probation Department for eligible services. The Juvenile Probation should submit the 'FY 2026 Monthly Reimbursement Form' (Attachment A) to H-GAC by the 15th of every month. If no reimbursement requests have been received by April 15,2026 the Juvenile Probation Department's allocation will be redistributed to other counties and this contract will be considered null and void.

The amount allocated to Waller County for this performance period is $5,500.

PERFORMANCE PERIOD

The performance period for this contract is January 01, 2026, through August 31, 2026.

SERVICE PROVIDERS

The Juvenile Probation Department is responsible for the procurement of mental health assessment and/or therapy services via a reputable, credible, and licensed provider, at a reasonable cost representing market value.

If the Juvenile Probation Department uses an individual consultant for individual or group counseling, reimbursement is capped at $81.25/hr. and is not to exceed $650.00 a day.

SERVICE AREA

The Juvenile Probation Department will provide services within Waller County and to juveniles residing in Waller County, Texas.

FY 2026 Regional Juvenile Mental Health Services Project
Waller County Budget

Budget Summary		
Acct #	**Account Name**	**Amount**
50001	**Direct Salaries & Wages**	
51001	**Consultant**	
51003	**Other Contract Services**	
51004	**Auditing Costs**	
51005	**Legal Services**	
53002	**Travel (In and Out-of-Region)**	
54004	**Expendable Equipment (Less than $5,000)**	
55001	**Office Supplies**	
55002	**Meeting Expenses**	
55003	**Printing (Outside)**	
55004	**Books & Publications**	
55005	**Maintenance & Repair (Physical)**	
55008	**Software & Database**	
55009	**Employee Development**	
55010	**Program Promotion**	
55011	**Employee Recruiting**	
55012	**Licenses & Permits (outside)**	
55013	**Communication**	
55015	**Postage & Delivery**	
55016	**Subscription/Membership**	
55017	**Legal Notice**	
55018	**Operating Expenses**	
55028	**Public Media**	
56001	**Pass Through**	$5,500.00
91001	**In-Kind Match**	
61001	**GIS/Network Allocation**	
62001	**Internal Services Allocation**	
63001	**Benefits Allocation**	
65001	**Indirect Allocation**	
80000	**Rent Allocation**	
	GRAND TOTAL	***$5,500.00***

Instructions

1.) In "Budget Summary" tab, enter project details in highlighted boxes.

2.) In "Personnel Detail" tab, enter employee name, employee rate, and desired number of hours for each employee--this information will populate the "Budget Summary" worksheet.

a.) For total project hour calculation, enter short date (e.g. 8/1/2016) into "Begin" cell and grant end date in "End" cell of Project Hours Calculator section of worksheet.

i.) Sample hour percentages will populate below total project hours.

3.) On "Budget Summary" tab, enter non-personnel budget items into highlighted boxes in "Budget Summary" tab

Other Notes

* For additional explanations of budget categories, view "Definitions" tab.
* The "Over/Under" Budget cell under the "Grand Total" will keep track of your budget as you enter data.

Project Hours Calculator

Begin		End	Total Days	Work Days	Work Hours	100%	90%	80%	70%	60%	50%	40%	30%	20%	10%	*5%*
			0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Personnel Detail

Employee Name	Hourly Rate (+3%)	Project Number	Number of Hours	Salary Subtotal	Benefits 46%	Indirect 10.09%	Rent $2.96	Internal Services $4.08	GIS/Network $5.40	*TOTAL*	
				$ -	$ -	$ -	$ -	$ -	$ -	$ -	3%
				$ -	$ -	$ -	$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	$ -	$ -	$ -	20%
				$ -	$ -	$ -	$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	$ -	$ -	$ -	
		TOTAL	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	

Allocation Budget Categories	
Benefits	Benefit costs (vacation, sick leave, retirement contributions, etc.) are expensed each month to a benefit pool. At the end of each month all salary costs for the month are totaled and multiplied by the approved benefits rate.
Indirect	Costs of general administrative functions that benefit all programs including costs for the Executive Director's office, Finance, Receptionist, etc. Costs are allocated to each project based on the approved fixed rate through H-GAC's Cognate agency Texas Workforce Commission. H-GAC defines direct personnel costs as the costs of salaries plus benefits charged to projects other than indirect.
Rent	The monthly cost of leased space along with any adjustments imposed by the landlord for utility costs are allocated to the projects based on each project's labor hours as a percentage of total direct labor hours for the agency. Direct labor hours is defined as labor hours relating to all projects except for indirect cost pool projects.
Printing	Costs associated with operating the copier and printing operations of H-GAC, including lease and maintenance of copiers, paper, copier supplies, salary and benefits of print shop personnel, etc. The pooled costs are allocated to the projects based on each project's labor hours as a percentage of total direct labor hours for the agency.
Personnel	Costs incurred for personnel or payroll related function such as the salary and benefits of the benefits and payroll clerks, costs of processing payroll checks (if any), personnel and payroll supplies, etc. The pooled costs are allocated to the projects based on each project's labor hours as a percentage of total direct labor hours for the agency.
Purchasing	Costs incurred for the maintenance of the centralized purchasing function, including salaries, benefits, supplies, rent, etc. necessary to staff and conduct purchasing transactions for the agency. The pooled costs are allocated to the projects based on each project's labor hours as a percentage of total direct labor hours for the agency.
Facility	Cost of maintaining a centralized office operation function, including salaries, benefits, supplies, rent, etc. necessary to staff and conduct facility related transactions for the agency. The pooled costs are allocated to the projects based on each project's labor hours as a percentage of total direct labor hours for the agency.
Communication	The costs of maintaining and operating H-GAC's telephone system are pooled monthly, including the monthly lease of telephone equipment, local telephone access costs, and repair and maintenance of the phone system. These pooled costs are allocated monthly based on project labor hours.
Geographic Information System	Costs of utilizing the geographic information system maintained by the Data Services Department. Beginning in 2016, the pooled GIS costs are allocated to the projects based on each project's labor hours as a percentage of total direct labor hours for the agency.
Network Administration	The costs of maintaining the network including software upgrades, hardware enhancements, support salaries and benefits, etc. are pooled into the network administration pool on a monthly basis. These costs are allocated to the projects based on direct labor hours.

2020 Budget combine Personnel, Purchasing, Print Shop, and Facility now Internal Services

2020 Budget combine GIS/Network

Other Non-Allocation Budget Categories	
Consultant	Carries out a program of the organization as compared to providing goods or services for a program of the awarding entity.
Other Contract Services	Little or no independent decision-making is involved in the design and conduct of the research work being completed. E.g. Security, Temporary staff, Video staff, Photographer
Auditing Costs	Costs of external audits
Legal Services	Costs of outside legal services

Travel (In and Out-of-Region)	Combined in-region and out-of-region travel.
Maintenance & Repair (Physical)	Equipment repair (printers, etc.), software maintenance.
Office Supplies	Business cards, name plates, binders, notebooks, writing utensils, printer cartridges, etc.
Postage & Delivery	Postage for invitations, delivery of items to events, couriers, etc.
Printing (Outside)	Costs of printing programs outside of H-GAC's print shop.
Books & Publications	Directories, plats, guides, etc.
Expendable Equipment (Less than $5,000)	Equipment such as computers, printers, cameras, etc.
Software & Database	Cost of necessary program-specific software and databases
Employee Development	Cost of necessary program-specific training, employee development, etc.
Program Promotion	Cost of program-specific promotional items
Employee Recruiting	Cost of recruiting new staff, including posting open positions, travel costs for interviews, or relocation expenses.
Licenses & Permits (outside)	Includes software licenses, etc.
Subscription/Membership	Organization subscription and memberships, including credit bureaus, (not typically allowed with TxDOT contracts)
Legal Notice	Public notice for public meetings, RFPs, etc.
Operating Expenses	Includes operational costs such as ID badges, business cards, debt charge-offs, etc. Not typically included in grant-funded transportation Budgets.
Meeting Expenses	Cost of conference room and event space reservation, A/V, food (limited eligibility), court reporters
Public Media	Cost of Media forum, Facebook, Instagram, Twitter, Television, etc..

RESOLUTION

AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE FOR FISCAL YEAR 2025 AND 2026 REGIONAL JUVENILE MENTAL HEALTH PROGRAM GRANT NUMBER 2606714.

WHEREAS, the Houston-Galveston Area Council is a regional voluntary association of local governments and local elected officials serving the 13-county Gulf Coast Planning Area, which has more 7.9 million residents, and

WHEREAS, the mission of the Houston-Galveston Area Council is to help local governments plan for the future.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Houston-Galveston Area Council that:

1. The Executive Director is duly authorized to apply for, accept, reject, alter, or terminate this grant.
2. In the event of loss or misuse of grant funds, H-GAC assures the Office of the Governor that funds will be returned to the Public Safety Office in full.

PASSED AND APPROVED this 15th day of April, 2025, at a regularly scheduled meeting of the Board of Directors of the Houston-Galveston Area Council.

APPROVED:

The Honorable Jay Knight
County Judge, Liberty County
H-GAC Chair

ATTEST:

The Honorable Ty Prause
County Judge, Colorado County
H-GAC Vice Chair

Schmidt Funeral Home

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

INVOICE
March 20, 2026

032703
Registration # _____
Joan Sargent Waller Co. Treasurer
Deputy _____ Date _____

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

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

Thank You,

Donna Schmidt Fricke
Schmidt Funeral Home
Brookshire, TX

Schmidt Funeral Home

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

INVOICE
March 17, 2026

Registration # 032622
Joan Sargent Waller Co. Treasurer
Deputy SG Date 3-23-26

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

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1			First Call - - per Judge Joe Hester				$ 425.00
1			Transport to FBCME				$ 500.00
1			Body Bag				$ 200.00
						Balance Due	$ 1,125.00

Thank You,

Donna Schmidt Fricke
Schmidt Funeral Home
Brookshire, TX

INVOICE

Fort Bend Medical Examiner
3840 Bamore Road
Rosenberg, TX 77471

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

Bill to
Ms. Joan Beaty
Waller County Treasurer
836 Austin St.
Suite 2200
Hempstead, TX 77445

Ship to
Ms. Joan Beaty
Waller County Treasurer
836 Austin St.
Suite 2200
Hempstead, TX 77445

Invoice details
Invoice no.: 1655
Terms: Net 30
Invoice date: 04/01/2026
Due date: 05/01/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.	11/04/2025	**Autopsy**	Full Autopsy Case# 25-02868WL :on ordered by Judge Sydney Hester	1	$2,600.00	$2,600.00
2.	02/17/2026	**Autopsy**	Full Autopsy Case# 26-00437WL . 'dered by Judge Ted Krenek	1	$2,600.00	$2,600.00
3.	03/02/2026	**Autopsy**	Full Autopsy Case# 26-00543WL ered by Judge Sydney Hester	1	$2,600.00	$2,600.00

Total **$7,800.00**

Ways to pay

BANK

View and pay

4003 S Front St | Brookshire, TX 77423 | [illegible]

Mailing Address: 2402 Stonnipsale Ln. Pearland, TX 77584

ISSUED TO:
Waller County

INVOICE NO: 04
DATE: 03-09-26

Registration # 032814
Joan Sargent Waller Co. Treasurer
Deputy JG Date 3-20-26

DESCRIPTION	TOTAL
Transport of	
Two Man Pick-up	
Cremation	
1 Body Bag	
1 DC	
SUBTOTAL	**$1750.00**
TOTAL	**$1750.00**

THANK YOU

Austin Stephens

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

INVOICE

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

Invoice #: 7593
Date: 04-01-2026

Waller County

Matter Name:General

Services

Date	Staff	Description	Hours	Rate	Amount
03-02-26	JGR	Receipt and review memo and approve. Email to same.	0.30	400.00	$120.00
03-02-26	RPM	Review county authority to enter into agreements, seek reimbursement, and draft a memo summarizing my findings.	1.70	400.00	$680.00
03-04-26	JGR	Receipt and review email regarding development for 61 acres.	0.40	400.00	$160.00
03-23-26	JGR	Receipt and review various emails on Rylander tract and respond to same.	0.50	400.00	$200.00
03-24-26	RPM	Review and make comments on the second amendment to the Rylander Tract development agreement.	1.80	400.00	$720.00
03-25-26	JGR	Final review and conference on Rylander. Read and receipt of Adams track information.	1.50	400.00	$600.00
03-25-26	RPM	Confer with JGR on DA comments, send email to client concerning the same.	0.30	400.00	$120.00
03-26-26	RPM	Phone call with JGR discussing assignments. Send email about meeting to Robert.	0.30	400.00	$120.00
03-27-26	RPM	Review development agreement, make comments, send email to JGR concerning the same.	2.50	400.00	$1,000.00
03-31-26	RPM	Confer with JGR on the development agreement prior to his meeting.	0.50	400.00	$200.00
03-31-26	JGR	Prepare for and attend development meeting . Have telephone conference with Robert. Prep for meeting with Riley.	5.30	400.00	$2,120.00

Services Subtotal: $6,040.00

Subtotal	$6,040.00
Total	$6,040.00
Payment	$0.00
Balance Due	$6,040.00

Detailed Statement Account Summary

Previous Balance:	$3,200.00
New Charges:	$6,040.00
Payments Applied:	$1,920.00

Payment Date	Invoice No	Amount
03-23-26	7480	$1,920.00

Total Amount Outstanding: $7,320.00

Timekeeper Summary

Name	Initials	Hours	Rate	Total
J. Grady Randle	JGR	8.00	400.00	$3,200.00
Riley McKay	RPM	7.10	400.00	$2,840.00

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

INVOICE

INVOICE #: **SI-41767**
DATE: **03/01/2026**

SylogistGov, Inc.

10354 W. Chatfield Avenue, Suite 200
Littleton, CO 80127
USA
Ph: 1-780-670-0680

BILL TO: **Waller County**
836 Austin
Rm. 221
Hempstead, TX 77445

SHIP TO: **Waller County**
836 Austin
Rm. 221
Hempstead, TX 77445

Fees for the Quarter starting: March 2026

REFERENCE #	SHIPPING TERMS	CURRENCY	PAYMENT TERMS	END USER	DUE DATE
Waller County SylogistGov VSS Quarterly Billing	FOB Origin	USD	Net 90	Waller County	05/30/2026

DESCRIPTION	AMOUNT
VSS Software Licensing	$2,620.51
SUBTOTAL	**$2,620.51**
TOTAL	**$2,620.51**

Contract:
Texas OAG Contract Number C-02213
52025-SYZ-Waller County

REMIT TO:

Electronic Payments:
HSBC Bank USA
SWIFT CODE: MRMDUS33
Bank Address: 2911 Walden Ave. Depew, NY 14043
Account: 914027107
Institution Number: 016
Transit: 10029
Routing No.: 022000020
Fed: 021001088 (for wires only)
Account Name: SylogistGov, Inc.
Account Address: 10354 W. Chatfield Avenue, Suite 200 Littleton , CO 80127
USA

Post Office Remittance Address:
SylogistGov, Inc.
PO BOX 18267
Palatine, IL 60055 -8267

Taxpayer ID: 521664004

Overnight Mail:
SylogistGov, Inc.
Attn: 182 67
5505 N Cumberland Ave
Suite 307
Chicago, IL 60656 -1471

H2O PARTNERS

H2O Partners (EIN 74-2994685)
PO Box 160130
Austin, TX 78716
Attn: Accounts Receivable
mtrent@h2opartnersusa.com
invoice@ h2opartnersusa.com

Invoice Date: 3/31/2026
Invoice Number: 115461
Terms: Net 30

To:
Waller County
Brian Cantrell
b.cantrell@wallercounty.us
425 FM 1488, Suite 106
Hempstead, TX 77445
(979) 826-7785

cc:
Brooke Bacuetes
b.bacuetes@wallercounty.us
(979) 826-7700

cc:
treasureroffice@wallercounty.us
(979) 826-7700

Hazard Mitigation Plan Update Services	Per RFP #230927-14		Description of Services Provided 12/01/24 - 3/31/26	
Description of Work	**Price Detail**	**Billed to Date**	**Percent Complete**	**Amount Due**
DEVELOPING PLANNING PROCESS: Organize planning team and develop planning process and goals; develop Capability Assessment and conduct Kick-off Workshop and public meeting	$ 17,810.00	$ 17,810.00	100%	$ -
RISK AND VULNERABILITY ASSESSMENT: identify/review hazards and develop Risk Assessment report and GIS maps; finalize Risk and Vulnerability Assessment; conduct Risk Workshop and public meeting	$ 24,830.00	$ 24,830.00	100%	$ -
MITIGATION STRATEGY DEVELOPMENT: Incorporate Information from Risk and Capability Assessment; review/analyze previous mitigation actions; conduct Mitigation Workshop and public meeting; develop and prioritize mitigation actions	$ 27,430.00	$ 27,430.00	100%	$ -
DRAFT, FINALIZE AND MAINTAIN PLAN: Develop draft of Plan; submit to County for approval; incorporate edits; finalize and submit Plan to TDEM; after State review and approval; Submit to FEMA	$ 22,620.00	$ 22,620.00	100%	$ -
COMPLETE PROJECT: Final Presentation; FEMA Approval; adoption by Waller County and participating jurisdictions	$ 5,070.00	$ 5,070.00	100%	$ 5,070.00
Total	**$97,760.00**	**$97,760.00**		**$5,070.00**

Pay This Amount **$5,070.00**

STATEMENT OF ACCOUNT

Total Award	Current Invoice	Prior Invoiced	Invoiced to Date	Total Remaining
$97,760.00	$5,070.00	$92,690.00	$97,760.00	$0.00

Date	Invoice #	Amount	Payment	Open Balance
3/31/2024	114658	$ 17,810.00	$ 17,810.00	$ -
4/30/2024	114714	$ 20,644.00	$ 20,644.00	$ -
5/31/2024	114742	$ 20,644.00	$ 20,644.00	$ -
6/30/2024	114788	$ 10,972.00	$ 10,972.00	$ -
7/31/2024	114827	$ 9,048.00	$ 9,048.00	$ -
8/31/2024	114845	$ 9,048.00	$ 9,048.00	$ -
9/30/2024	114891	$ 1,131.00	$ 1,131.00	$ -
11/30/2024	114951	$ 3,393.00	$ 3,393.00	$ -
3/31/2026	115461	$ 5,070.00		$ 5,070.00
		$ 97,760.00	**$ 92,690.00**	**$ 5,070.00**

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: $71,192.53

Please make check payable to:

Name: Kimley-Horn and Associates, Inc.

Address: P.O. Box 951640

Dallas, TX 75395-1640

Please mail check to:

Name: Kimley-Horn and Associates, Inc.

Address: P.O. Box 951640

Dallas, TX 75395-1640

Purpose of check: Invoice # 65035800-0226-11 Project # 65035800

Services Rendered February 01, 2026 through February 28, 2026

23102 Double Culvert Road

Charge to GL line: 605-605-545405

Julie Adams 3-23-26

Signature of Person Submitting Request **Date**

J. Ross McCall 3/23/26

Signature of Official/Department Head Submitting Request **Date**

Kimley»Horn

Invoice for Professional Services

Please remit payment electronically to:		**If paying by check, please remit to:**
Account Name:	KIMLEY-HORN AND ASSOCIATES, INC.	KIMLEY-HORN AND ASSOCIATES, INC.
Bank Name and Address:	WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104	P.O. BOX 951640
Account Number:	2073089159554	DALLAS, TX 75395-1640
ABA#:	121000248	
Please send remittance information to:	payments@kimley-horn.com	

WALLER COUNTY, TX
425 FM 1488
HEMPSTEAD, TX 77445

Federal Tax Id: 56-0885615
For Services Rendered through Feb 1-28, 2026

Invoice Amount: $71,192.53

Invoice No: 065035800-0226-11
Invoice Date: Feb 28, 2026

Project No: 065035800
Project Name: 23102 DOUBLE CULVERT ROAD
Project Manager: POLZIN, ABBEY

Client Reference:

LUMP SUM

KH Ref # 065035800.1-35081185

Description	Contract Value	% Complete	Amount Earned to Date	Previous Amount Billed	Current Amount Due
PROJECT ADMINISTRATION & PERMITTING	104,880.00	55.00%	57,684.00	52,440.00	5,244.00
PRELIMINARY ENGINEERING	536,332.69	88.00%	471,972.77	461,246.11	10,726.66
FINAL DESIGN	269,375.00	27.00%	72,731.25	17,509.38	55,221.87
Subtotal	**910,587.69**	**66.15%**	**602,388.02**	**531,195.49**	**71,192.53**
Total LUMP SUM					**71,192.53**

HOURLY NOT TO EXCEED

KH Ref # 065035800.3-35113137

Description	Contract Value	Amount Billed to Date	Previous Amount Billed	Current Amount Due
CPS	72,270.00	0.00	0.00	0.00
Subtotal	**72,270.00**	**0.00**	**0.00**	**0.00**
Total HOURLY NOT TO EXCEED				**0.00**

Total Invoice: $71,192.53

If you have questions or concerns regarding this invoice, please call Cecile Wells at 281-612-9031

63CYW

Kimley»Horn
Expect More. Experience Better.

Progress Report #11 (Jan2026)
23102 Double Culvert Rd Segment 1

Project: Double Culvert Rd Segment 1
KHA Project #065035800

Date: March 16, 2026

Prepared by: Abbey Polzin, P.E.

Explanation of Effort (through February 28th):

During the month of February 2026, Kimley-Horn performed the following tasks:

- Addressing 30% PER submittal comments
- Continued 70% Design

Anticipated Activities Next Month:

We anticipate performing the following tasks next month:

- Continuing with 70% Design

Schedule:

- Expected 70% Design Submittal – 4/3/2026
- Expected Final Design Submittal – 5/29/2026

Pending Needs/Requests:

- N/A

Julie Adams

From: Natasha Medina <nmedina@lja.com>
Sent: Monday, March 23, 2026 12:15 PM
To: Luke Fortkamp; Ross McCall
Cc: John Tyler; Julie Adams
Subject: 2023 Mobility Bond Invoice 23102 DOUBLE CULVERT ROAD - Kimley-Horn February 2026
Attachments: 20260228-06503580002-KIMLEYHORN-23102 DOUBLE CULVERT ROAD-065035800.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Good Afternoon,

Attached is invoice 11 from Kimley Horn for Double Culvert 1.

Project #: 23102
Project Name: Double Culvert Seg 1
Consultant: Kimley Horn
Percent spent so far: 61%
Design Schedule Changes: No changes

Invoice Date	Invoice #	Invoice $
02.28.26	065035800-0226-11	$71,192.53

Thanks,
NATASHA MEDINA | Project Coordinator
Program Management
O: 713.380.4420 | D: 713.341.8017 | C: 305.495.6645
1904 W Grand Parkway N, Suite 100, Katy, Texas 77449
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge

Total Amount Due: $9,486.68

Please make check payable to:

Name: Civil Corp

Address: 4611 E. Airline Rd., Suite 300

Victoria, TX 77904

Please mail check to:

Name: Civil Corp

Address: 4611 E. Airline Rd., Suite 300

Victoria, TX 77904

Purpose of check: Invoice # 79950-10

Double Culvert Rd Seg 2 & Cedar Creek Rd

Professional Services through Sunday, February 22, 2026

Charge to GL line: 605-605-545405

Julie Adams 3-30-26

Signature of Person Submitting Request **Date**

Ross McCall 3-31-26

Signature of Official/Department Head Submitting Request **Date**

CivilCorp
an ESP COMPANY

4611 E. Airline Rd., Suite 300
Victoria, TX 77904
Phone: 361.570.7500
Email: ap@civilcorp.us

Waller County
John Tyler
c/o LJA Engineering
360 W. Sam Houston Pkwy. S.
Suite 600
Houston, TX 77042

March 26, 2026
Invoice No: 79950-10
Group C.TRA.EXEC.ND.FULL

Total this Invoice **$9,486.68**

Project CC25.061.01 Double Culvert Rd Seg 2 & Cedar Creek Road, Waller County

Professional Services through Sunday, February 22, 2026

	Contract Amount	Prior Billed	Total Billed	Contract Remaining	Current Billed	Total Invoice
FC 160 Roadway Design-Project Management	51,136.00	39,435.75	40,969.83	10,166.17	1,534.08	
FC 160 Roadway Design-Preliminary Engineering	115,016.00	113,346.00	114,496.16	519.84	1,150.16	
FC 161 Drainage Design-H & H	149,096.00	71,337.00	71,337.00	77,759.00	0.00	
FC 160 Roadway Design-Final Design	226,748.00	41,558.55	48,360.99	178,387.01	6,802.44	
Expenses	413.00	0.00	0.00	413.00	0.00	
FC 150 Design Surveys and Construction Surveys-Surveying	150,278.00	108,010.30	108,010.30	42,267.70	0.00	
FC 102 Feasibility Studies-Geotechnical	58,873.00	58,873.00	58,873.00	0.00	0.00	
FC 135 Right of Way Utility Activities-Subsurface Utility Engineering	112,479.82	101,913.84	101,913.84	10,565.98	0.00	
FC 170 Bridge Design-Structural Design	34,415.00	6,883.00	6,883.00	27,532.00	0.00	
FC 120 Social/Econ/Env Studies-Environmental Services	31,714.10	31,714.10	31,714.10	0.00	0.00	
Additional Services as Needed	74,565.00	0.00	0.00	74,565.00	0.00	
	1,004,733.92	**573,071.54**	**582,558.22**	**422,175.70**	**9,486.68**	**$9,486.68**

Total this Invoice **$9,486.68**

Approved By:

R. M. Dill

Roy Dill
Senior Project Manager

CivilCorp
an ESP COMPANY

P.O. Box 1029
Fulshear, Texas 77441
Telephone: (832) 252-8100
E-Mail: rdill@civilcorp.us

Highway: **Double Culvert Rd. Segment 2 & Cedar Creek Rd.**
County: **Waller**
Project No: **23103**
CC Job No: **25-061-01**

PROGRESS REPORT No. 10

January 26, 2026 through February 22, 2026

— General –

- Project Meetings – Progress Meeting with LJA held 2/3/2026

— Preliminary Engineering –

- Revised PER to reflect desire to utilize existing 84" steel pipe cross-culverts at Tributary 3 on Double Culvert Road
- Revising PER to address comments

— Final Design –

- Continued plan production – Plan & Profile sheets, Typical Sections and Drainage Area Maps
- Continued adjusting roadway models
- Updated cost estimates

— Right-of-Way Survey –

- No work performed this period

— Design Survey –

- No work performed this period

— Geotechnical Investigation –

- No work performed this period

— Utility Engineering –

- Halff updated existing utility layout sheets and utility conflict layout sheets with QL-A information, delivered 2/10/26.

— Structural Plan Development –

- No work performed this period

— Environmental Investigation –

- No work performed this period

Anticipated Work for Next Period

- Continue with roadway and hydraulic design; prepare 70% plan submittal
- Prepare pipeline exhibits indicating proposed cross-section and depths of utility lines once ditch design complete

Outstanding Issues

- None

SCHEDULE

PER Meeting: December 19, 2025

Expected Interim Design Submittal (70%): 4/02/2026

Expected Interim Design Submittal (100%): 6/17/2026

Expected Final Sign & Seal Plan Submittal: 7/01/2026

Julie Adams

From: Natasha Medina <nmedina@lja.com>
Sent: Friday, March 27, 2026 2:41 PM
To: Luke Fortkamp; Ross McCall
Cc: John Tyler; Julie Adams
Subject: 2023 Mobility Bond Invoice_20260222-Invoice#79950-10-CivilCorp-Double Culvert Rd. Seg.2-Project#23103
Attachments: 20260222-Invoice#79950-10-CivilCorp-Double Culvert Rd. Seg.2-Project#23103.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Good Afternoon,

Attached is invoice 10 from Civil Corp for Double Culvert 2.

Project #: 23103
Project Name: Double Culvert 2 & Cedar Creek
Consultant: Civil Corp
Percent spent so far: 58%
Design Schedule Changes: None

Invoice Date	Invoice #	Invoice $
03.26.26	79950-10	$9,486.68

Thanks,
NATASHA MEDINA | Project Coordinator
Program Management
O: 713.380.4420 | D: 713.341.8017 | C: 305.495.6645
1904 W Grand Parkway N, Suite 100, Katy, Texas 77449
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge

Total Amount Due: $24,223.17

Please make check payable to:

Name: DCCM INFRASTRUCTURE, INC.

Address: 1710 Seamist Drive

Houston, TX 77008

Please mail check to:

Name: DCCM INFRASTRUCTURE, INC.

Address: 1710 Seamist Drive

Houston, TX 77008

Purpose of check: Invoice # 78850-12 Waller County - Penick Rd

Professional Services from February 01, 2026 to February 28, 2026

Charge to GL line: 605-605-545405

Julie Adams 3-30-26

Signature of Person Submitting Request **Date**

3-31-26

Signature of Official/Department Head Submitting Request **Date**

DCCM
formerly known as Binkley & Barfield, Inc.

INVOICE

REMIT TO: DCCM INFRASTRUCTURE, INC.
1710 Seamist Drive
Houston, TX 77008

Waller County

J. Ross McCall

775 Bus 290 East
Hempstead, TX

March 23, 2026
Project No: 0000069974.0000
Invoice No: 78850

Project Manager: Kevin Mineo
Deputy Project Manager: Ryan Hinson
Waller Co Project No.: 23302

Total Contract Value: 1,532,634.00

Project 0000069974.0000 Waller County - Penick Rd
Waller Co Project No.: 23302
Professional Services from February 01, 2026 to February 28, 2026

Phase 0000 General

Task 1000 Roadway

Fee

Billing Phase	Fee	Percent Complete	Earned	Previously Invoiced	Amount This Invoice
General	49,821.00	98.00	48,824.58	47,329.95	1,494.63
Preliminary Engineering	223,460.00	100.00	223,460.00	223,460.00	0.00
Final Design	765,438.00	97.5305	746,535.64	723,807.10	22,728.54
SUE	69,992.00	100.00	69,992.00	69,992.00	0.00
Environmental	29,455.00	100.00	29,455.00	29,455.00	0.00
Geotechnical	40,297.00	100.00	40,297.00	40,297.00	0.00
Survey	208,434.00	100.00	208,434.00	208,434.00	0.00
Total Fee	1,386,897.00		1,366,998.22	1,342,775.05	24,223.17
	Total Fee				**24,223.17**
			Total this Task:		**$24,223.17**
			Total this Phase:		**$24,223.17**

Phase 0700 Construction Phase Services

Task 1000 Roadway CPS

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			67,531.00
Remaining			67,531.00

Total this Task:

Task SUB1 Woolpert CPS

Monthly Progress Report
February 2026

Project:	Waller County - Penick Rd
Project No.:	0000069974.0000
Waller County Project No.:	23302

I. Work Completed to Date

Task 1: Submitted 100% PS&E Revision 1 on 2/18.
- Revised sheets based on post-100% comments from Waller County
- Revised Cost Estimate

A: Project Management
- Design Team Coordination

B: Monthly Meeting
- 1 progress meeting with Design Team: 2/10
- Waller County progress meeting rescheduled to 2/12.

II. Work Planned for Next Period (March 2026)

Task 1: Address or answer questions pertaining to bid phase services.

Milestone Submittals	Expected Due Date
Prelim. Design Submittal (PER and Schematic)	**7/16/2025 - COMPLETED**
70% Design Submittal	**11/3/2025 - COMPLETED**
100% Design Submittal	**1/30/2026 - COMPLETED**
Post 100% Revisions	**2/18/2026 - COMPLETED**

Ryan Hinson
Deputy Project Manager

Date: March 16, 2026

Project Tracker:
0000069974.0000 Waller County - Penick Rd

Invoice Number: 78850-12

Billing Period: February 01, 2026- February 28, 2026

Waller Project No.: 23302

	Invoice #
Woolpert	
Terracon	
KCI	
Geotech	

Phase	Contract Fee	% Complete to Date	Billed to Date	Consultant	Feb-26	Current Billing	Fee Remaning
Roadway and Drainage Design							
General Roadway	$ 49,821.00	98.00%	$ 48,824.58	BBI	$ 1,494.63	$ 1,494.63	$ 996.42
Preliminary Engineering	$ 223,460.00	100.00%	$ 223,460.00	BBI	$ -	$ -	$ -
Final Design	$ 765,438.00	97.53%	$ 746,535.64	BBI	$ 22,728.54	$ 22,728.54	$ 18,902.36
SUE	$ 69,992.00	100.00%	$ 69,992.00	KCI	$ -	$ -	$ -
Environmental	$ 29,455.00	100.00%	$ 29,455.00	Terracon	$ -	$ -	$ -
Geotechnical	$ 40,297.00	100.00%	$ 40,297.00	Geotech	$ -	$ -	$ -
Survey	$ 208,434.00	100.00%	$ 208,434.00	Woolpert	$ -	$ -	$ -
Construction Phase Services	$ 145,737.00	0.00%	$ -		$ -	$ -	$ 145,737.00
Total	**$ 1,532,634.00**	**89.19%**	**$ 1,366,998.22**		**$ 24,223.17**	**$ 24,223.17**	**$ 165,635.78**

Julie Adams

From: Natasha Medina <nmedina@lja.com>
Sent: Friday, March 27, 2026 2:42 PM
To: Luke Fortkamp; Ross McCall
Cc: John Tyler; Julie Adams
Subject: 2023 Mobility Bond Invoice- 23302 -20260323 Penick Rd. 78850-12
Attachments: 20260323-Invoice#78850-12 BBIPenick RD23302.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Good Afternoon,

Attached is invoice 12 from DCCM for Penick Rd.

Project #: 23302
Project Name: Penick Road
Consultant: DCCM
Percent spent so far: 89%
Design Schedule Changes: None

Invoice Date	Invoice #	Invoice $
03.23.26	78850-12	$24,223.17

Thanks,
NATASHA MEDINA | Project Coordinator
Program Management
O: 713.380.4420 | D: 713.341.8017 | C: 305.495.6645
1904 W Grand Parkway N, Suite 100, Katy, Texas 77449
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Waller County Check Request/Reimbursement Form

Employee submitting request: Julie Adams

Department: Road and Bridge Department

Total Amount Due: $82,711.78

Please make check payable to:

Name: R.G. Miller Engineers, Inc. Attn: Amy Phan

Address: 1080 Eldridge, Suite 600

Houston, TX 77077

Please mail check to:

Name: R.G. Miller Engineers, Inc. Attn: Amy Phan

Address: 1080 Eldridge, Suite 600

Houston, TX 77077

Purpose of check: Invoice # 100841-11 Neuman Road

Professional Engineering Services February 1, 2026 to February 28, 2026

Charge to GL line: 605-605-545405

Julie Adams 3-30-26

Signature of Person Submitting Request Date

J. Ross McCall 3-31-26

Signature of Official/Department Head Submitting Request Date

RG Miller | DCCM

R.G. Miller Engineers, Inc.

1080 Eldridge Pkwy, Suite 600, Houston, Texas 77077 Tel. 713-461-9600 Fax 713-461-9455

Remit Payment: R.G. Miller Engineers, Inc.
By Check: 1080 Eldridge Pkwy Suite 600 Houston, TX 77077
Electronic Instructions: Bank: First Merchants Bank Acct#: 10117489 Wire/ACH ABA: 074900857 SIC/ SWIFT CODE: FMECUS33 (International)

BILL TO
Waller County
c/o Rosemary Gambino
P.O. Box 239
Waller, TX 77484

Email: jtyler@lja.com; rmcbride@lja.com
CC: kdezarn@lja.com

REMIT TO
R.G. Miller Engineers, Inc
Attn: Amy Phan
1080 Eldridge, Suite 600
Houston, TX 77077
Email: aphan@rgmiller.com

Professional Engineering Services related to
Project: Neuman Road

INVOICE

Date of Invoice: 20-Mar-26 **RGME Invoice No.** 100841-11
RGME Project No.: 2117.0000
Period of Services: 2/1/2026 TO 2/28/2026

TASK Code	Phase Description		Contract Fee	% Complete	Invoiced to Date	Previously Invoiced	Current Invoice		Amount of Contract Value Remaining
100	PER Phase	LS	$190,540.00	100%	$190,540.00	$190,540.00	$0.00		$0.00
200	Design Phase	LS	$238,750.00	23%	$53,718.75	$0.00	$53,718.75		$185,031.25
210	Topographic Survey	T&M	$117,548.00	81%	$95,495.98	$95,495.98	$0.00		$22,052.02
220	Geotechnical Services	T&M	$99,567.00	100%	$99,567.00	$89,610.30	$9,956.70		$0.00
230	Subsurface Utility Engineering	T&M	$158,630.00	33%	$52,401.67	$34,165.14	$18,236.53		$106,228.33
240	Bridge Design	T&M	$73,080.00	0%	$0.00	$0.00	$0.00		$73,080.00
250	Environmental Services	T&M	$16,866.00	100%	$16,866.00	$16,066.20	$799.80		$0.00
300	Bid Phase	LS	$11,800.00	0%	$0.00	$0.00	$0.00		$11,800.00
	Total:		$906,781.00		$508,589.40	$425,877.62	$82,711.78		$398,191.60
	OVERALL TOTALS		**$906,781.00**	**56%**	**$508,589.40**	**$425,877.62**	**$82,711.78**		**$398,191.60**

AMOUNT DUE THIS INVOICE: **$82,711.78**

I certify that all payments requested are for appropriate purposes and in accordance with the terms and conditions set forth in the subcontract agreement.

Approved by:

Alberto Espinoza, P.E.
Senior Project Manager

March 20, 2026
Date

(If you have any questions regarding this invoice, call or email Mary Williams @ 281-921-8678 or mawilliams@rgmiller.com.)

VISIT OUR WEBSITE AT:
www.rkci.com

INVOICE

INVOICE # :H021147

CONSULTANTS * ENVIRONMENTAL * FACILITIES * INFRASTRUCTURE

BILLING DATE :
3/13/2026

PROJECT :
AHA2501800
Neuman Rd Reconstruction - Waller C

CLIENT :
18C07699 R. G. Miller / DCCM

2117.000
Phase: 220
Reimb w/NO Markup

Alberto Espinoza
R. G. Miller / DCCM
1080 Eldridge Parkway, Suite 600
Houston, TX 77077

APPROVED
By Alberto Espinoza at 10:56 am, Mar 17, 2026

RABA KISTNER

ACH INSTRUCTIONS for RABA KISTNER, Inc.
Bank: JP Morgan Chase Bank, NA
ABA: 111000614 (domestic)
ACCOUNT: 1821317326
EMAIL: ar@rkci.com

REMITTANCE ADDRESS:
RABA KISTNER, INC.
P.O. BOX 971037
DALLAS, TX 75397-1037

PHONE (210) 699-9090

CONSULTING SERVICES

-Please include the following in all invoices and correspondence:
Project Title: Waller Count; Project: Neuman Road from Gassner Lane to Depot Street
RGM Project No.: 2117.0000
Project Phase and Task No.: 0220
-Send all invoices to AP_RGME@dccm.com and copy Mr. Alberto Espinoza at aespinoza@dccm.com

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 3/6/2026

TOTAL FEE AUTHORIZED	99,567.00
PERCENT COMPLETE AS OF 3/6/2026	100.00%
FEE EARNED TO DATE	99,567.00
LESS PREVIOUS BILLINGS	89,610.30
AMOUNT DUE THIS INVOICE **	9,956.70

RK PROJECT MANAGER: Phu Tran
CLIENT PHONE: 713-461-9600

PROJECT ACCOUNTS RECEIVABLE SUMMARY

Amount Due This Invoice	$ 9,956.70
Total of Previous Invoices - Currently Unpaid	0.00
Total Due And Payable	$ 9,956.70

* Invoices are submitted monthly and are due on receipt. * Carrying charges may be assessed on invoices unpaid beyond 30 days from billing date

PLEASE PAY FROM THIS INVOICE.

PAPE-DAWSON

INVOICE

2117.000
Phase:230
Reimb w/NO markup

APPROVED
By Alberto Espinoza at 4:33 pm, Feb 19, 2026

R. G. Miller Engineers, Inc.
16340 Park Ten Place, Suite 350
Houston, TX 77084

February 11, 2026
Project No: 00042473-030
Invoice No: 26012111
Contract No: Proj #2117.0000

ATTN: Alberto Espinoza

Invoice Total: $11,770.00

Project 00042473-030 Waller County - Neuman Rd

Professional Services through January 30, 2026

Description	Contract Amount	Percent Complete	Billed To Date	Previously Billed	Current Invoice
Utility Engineering	47,410.00	84.8664	40,235.14	34,165.14	6,070.00
PM & Admin	21,720.00	26.2431	5,700.00	0.00	5,700.00
Total Fee	69,130.00		45,935.14	34,165.14	11,770.00
	Total Fee				**11,770.00**
			Total Due This Invoice		**$11,770.00**

	Current	Prior	Total
Billings to Date	**11,770.00**	**34,165.14**	**45,935.14**

Interest of 10% per annum is added on past due invoices, unless otherwise contractually stated.

PROJECT MANAGER: Trisha Frederick

PAPE-DAWSON INVOICE

2117.000
Phase: 230
Reimb w/NO markup

R. G. Miller Engineers, Inc.
16340 Park Ten Place, Suite 350
Houston, TX 77084

March 09, 2026
Project No: 00042473-030
Invoice No: 26021432
Contract No: Proj #2117.0000

ATTN: Alberto Espinoza

Invoice Total: $6,466.53

Project 00042473-030 Waller County - Neuman Rd

Professional Services through February 27, 2026

Description	Contract Amount	Percent Complete	Billed To Date	Previously Billed	Current Invoice
Utility Engineering	47,410.00	86.88	41,189.81	40,235.14	954.67
PM & Admin	21,720.00	51.62	11,211.86	5,700.00	5,511.86
Total Fee	69,130.00		52,401.67	45,935.14	6,466.53
	Total Fee				**6,466.53**
		Total Due This Invoice			**$6,466.53**

	Current	Prior	Total
Billings to Date	**6,466.53**	**45,935.14**	**52,401.67**

Interest of 10% per annum is added on past due invoices, unless otherwise contractually stated.

PROJECT MANAGER: Trisha Frederick

APPROVED
By Alberto Espinoza at 4:04 pm, Mar 11, 2026

2117.000
Phase: 250
Reimb w/NO markup

consor

Consor North America, Inc. | FEIN: 93-0768555
6505 Waterford District Drive # 470, Miami, Fl 33126
888.451.6822 | ar@consoreng.com

ACH Remit To: **Consor North America, Inc. | P.O. Box 739710, Dallas, TX 75373-9710**
Account Number: **721865213** | Routing Number: **072000326**

R.G. Miller Engineers
1080 Eldridge Parkway, Suite 600
Houston, TX 77077

March 11, 2026
Invoice No: D242837TX.03 - 2

Invoice Total 799.80

Project D242837TX.03 Neuman Road - Environmental Services - Waller County

For professional services performed January 01, 2026 through January 31, 2026

Fee

Task Description	Fee	Percent Complete	Total Billed	Previously Billed	Current Billed
Constraints Mapping	15,996.00	100.00	15,996.00	15,196.20	799.80
Other Direct Expenses	870.00	100.00	870.00	870.00	0.00
Total Fee	16,866.00		16,866.00	16,066.20	799.80
		Total Fee			**799.80**
			Invoice Total		**799.80**

	Current	Prior	Total	Received
Billings to Date	**799.80**	**16,066.20**	**16,866.00**	**16,066.20**

Authorized By: *Kerry Winkler* Date: 03/11/2026

Kerry Winkler

APPROVED
By Alberto Espinoza at 8:11 am, Mar 12, 2026

consor

1880 Eldridge Pkwy, Suite 800
Houston, Texas 77077

Progress Report

RG Miller - DCCM

Neuman Road, From Gassner Lane to Depot Street
(January 1, 2026 – January 31, 2026)

ENVIRONMENTAL CONSTRAINTS REPORT

- Revised Environmental Constraints Report per comments.
- Submitted Revised Report to RG Miller.
- Conclusion in report notes that although the project consists of milling and overlay of the existing pavement, if any minor drainage repairs or impacts to adjacent drainage ditches are anticipated, it is recommended to conduct a wetland and Waters of the US delineation as a supplemental work authorization.

Neuman Road

January 2026 Progress Report

Summary of Work Accomplished in February 2026

- Detailed design of roadway and drainage ditches
-

Summary of Work to be Accomplished in March 2026

- Continued detailed design of roadway and drainage ditches
- Coordination with SUE and pipelines

Project Schedule and Upcoming Deliverables

- Draft Geotechnical Report – 7/23/2025
- Survey Deliverables – 10/24/2025
- Preliminary Engineering Report Draft Submittal – 10/31/2025
- Preliminary Engineering Report Final Submittal – 12/23/2025
- 70% Design Submittal – 5/10/2026
- 100% Design Submittal – 7/19/2026

Outstanding Issues or Information Needs

Open Issues

Julie Adams

From: Natasha Medina <nmedina@lja.com>
Sent: Friday, March 27, 2026 2:41 PM
To: Ross McCall; Luke Fortkamp
Cc: John Tyler; Julie Adams
Subject: 2023 Mobility Bond Invoice Neuman Road - RGME Invoice #100841-11
Attachments: 20260220- Invoice 100841-11 RGM - Neuman Road - 23404.pdf

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Good afternoon,

Attached is invoice 11 from RG Miller for Neuman Rd.

Project #: 23404
Project Name: Neuman Road
Consultant: RG Miller
Percent spent so far: 56%
Design Schedule Changes: None

Invoice Date	Invoice #	Invoice $
03.20.26	100841-11	$82,711.78

Thanks,
NATASHA MEDINA | Project Coordinator
Program Management
O: 713.380.4420 | D: 713.341.8017 | C: 305.495.6645
1904 W Grand Parkway N, Suite 100, Katy, Texas 77449
EMPLOYEE-OWNED. CLIENT FOCUSED.
www.lja.com

Proclamation: Child Abuse Awareness and Prevention Month, April 2026

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

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

Whereas, in 2025, **51,979** children in Texas, including **30** in Waller County were confirmed as victims of abuse or neglect;

Whereas, 28,190 **or** 54 percent of those children in Texas were under the age of six years old;

Whereas, in 2025, there were **124** child abuse-related fatalities in Texas; when even one child's death is too many;

Whereas, in 2025, **25,478** children in Texas, including **25** in Waller County, were in the care and custody of the Texas Department of Family and Protective Services because of evidence of abuse and neglect;

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

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

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

Whereas, Family Ties provides individual and family counseling, assistance with crime victims and victims impact statements, as well as flexible funding assistance; Family Ties also holds a summer leadership camp for grade school kids all of which are at no cost to the survivors;

Whereas, Waller County Child Welfare Board serves children in foster care by raising community awareness, providing essential items through Rainbow rooms and funding needs not covered by state resources; The Waller County Child Welfare Board also conducts local needs assessments, promotes child abuse prevention and advocates for resources to strengthen services for children and families;

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

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

I further call upon all citizens, community agencies, faith groups, schools, government agencies and businesses to increase their participation in efforts to support families and prevent child abuse, thereby strengthening our entire community on this, the 15th Day of April 2026.

Signed

Name

RESOLUTION

A RESOLUTION PROCLAIMING APRIL 12 – 18, 2026, AS PUBLIC SAFETY TELECOMMUNICATORS WEEK IN THE GULF COAST REGIONAL 9-1-1 EMERGENCY COMMUNICATIONS DISTRICT.

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

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

WHEREAS, the telecommunicators employed at the 23 Public Safety Answering Points located in the eight county Gulf Coast Regional 9-1-1 Emergency Communications District program region, answer those calls for assistance and serve as the first and most critical contact our citizens have with emergency services; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Managers of the Gulf Coast Regional 9-1-1 Emergency Communications District proclaims the week of April 12 – 18, 2026, as Public Safety Telecommunicators Week in the GCRECD program region, in honor of the men and women whose diligence and professionalism keep our counties and citizens safe.

PASSED AND APPROVED by the Board of Managers of the Gulf Coast Regional 9-1-1 Emergency Communications District on the 20th day of January 2026.

APPROVED:

_____

Board Chair, Gulf Coast Regional 9-1-1 Emergency Communications District

ATTEST:

_____

Disclosure Requirements - Section 2254, Government Code

Section 2254 of the Government Code requires a contingent fee contract to be considered and approved at an open meeting by your local governing body. To comply with this, the following three items are required.

1. Public Notice – The Public Notice provided herein must be posted before or at the time the county gives written notice of their open meeting under Section 551.041.

2. Agenda Item – The Agenda Item provided herein must be place in the agenda for the open meeting. Please see the proposed language below.

3. Written Findings- At the open meeting, your local governing body must approve the Agenda Item for the contingent fee contract, and it must approve and sign the Written Findings provided herein.

Public Notice:

NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, Waller County, Texas ("Count"), will consider entering into a contingent fee contract with the law firm of Perdue, Brandon, Fielder, Collins & Mott, L.L.P. ("Firm") and hereby posts this notice pursuant to Sec. 2254.106 of the Government Code.

WHEREAS, this notice shall be posted before or at the time of giving the written notice required by Government Code Sec. 551.041 for a meeting described by Sec. 2254.1036(2) of the Government Code and shall announce the following:

A. The County is pursuing a contract with the Firm for the collection of delinquent ad valorem taxes owed to the County and through this contract the County seeks to increase recovery of its delinquent debts in as expeditious a manner as possible. GOVT. CODE § 2254.1036(1)(A).

B. The County believes the Firm has the competency, qualifications, and experience necessary to fulfill this contract. GOVT. CODE § 2254.1036(1)(B). The Firm has collected delinquent government receivables for over 50 years, including the collection of delinquent ad valorem taxes. The Firm currently has 15 primary offices and multiple satellite offices throughout Texas, Oklahoma, and Florida. It employs more than 400 individuals, including 60 attorneys. It uses a multi-office, fully integrated team approach allowing the County access to all its offices and resources. Its collection team consists of long-term Firm employees, including attorneys, call center associates, paralegals, law clerks, legal secretaries, collection support personnel and information technology experts. The Firm utilizes proprietary collection software that can be tailored to meet any special need the County may have. This proprietary software also automates many aspects of the collection process, such as: account/debtor research, mailings and phone calls, return mail and address updates, payment notification and processing and workflow.

C. The nature of any relationship between the County and the Firm is as follows. GOVT. CODE § 2254.1036(1)(C). The Firm has previously represented the County in the collection of delinquent ad valorem taxes.

D. The County is unable to perform collect its delinquent ad valorem taxes. GOVT. CODE § 2254.1036(1)(D). The County currently does not have adequate support staff, computer software/programming, or experience to internally conduct these collection services and acquiring these will result in substantial expense to the County.

E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(1)(E). The Tax Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent ad valorem taxes. This percentage-based fee is assessed only against the debtor and not the County or taxpayers of the County. The collection of delinquent ad valorem taxes is a high-volume practice, requiring a significant amount of research, mailing, and handling of outbound/inbound calls. An hourly fee for such work will likely exceed amount of delinquent ad valorem taxes due. Moreover, the County will bear the cost of these hourly fees and not the

debtor, because the Tax Code does not expressly authorize the County to pay for collection services based on an hourly fee.

F. The County believes this contingent fee contract is in its best interest. GOVT. CODE § 2254.1036(1)(F). Under the contingent fee contract, the Firm will be paid the amount of the percentage-based collection fee, regardless of the number of hours the Firm spends researching, contacting and mailing to collect the delinquent debt. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to the County or taxpayers in the County.

Agenda Item:

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

Written Findings:

Written Findings as to the Collections Contract with Perdue, Brandon, Fielder, Collins & Mott, LLP

In an open meeting, the Commissioner's Court of Waller County, Texas considered all matters listed Section 2254.1036(a)(1) of the Government Code, as they relate to a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP.

The Commissioner's Court, pursuant to Section 2254.1036(b), of the Government Code, hereby finds the following to be true: 1) there is a substantial need for the legal services specified in said contract; 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of Waller County, Texas; and 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because Waller County, Texas does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, this Commissioner's Court hereby approves the contract by and between Waller County and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of delinquent ad valorem taxes with services to be paid in accordance with Section 6.30 of the Tax Code.

APPROVED and EXECUTED this the ____ day of _____, 2026.

_____

On Behalf of Waller County, Texas

CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS §
§
COUNTY OF WALLER §

THIS CONTRACT is made and entered into by and between **WALLER COUNTY** a political subdivision of the State of Texas, acting by and through its Commissioner Court, hereinafter called Taxing Authority, and **PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.,** Attorneys at Law, Houston, Texas, or their duly authorized representatives, hereinafter called the Firm.

I.

Taxing Authority agrees to employ and does hereby employ the Firm to enforce by suit or otherwise, the collection of all delinquent taxes, penalty and interest, owing to the Taxing Authority which the Taxing Authority's Tax Collector refers to the Firm, provided current years taxes becoming delinquent within the period of this contract shall become subject to its terms upon the following conditions:

A. Taxes that become delinquent during the term of this contract that are not delinquent for any prior year become subject to the terms of this contract on the 1st day of the month in which penalties attach to the taxes pursuant to Section 33.07, 33.08 and/or 33.11 of the TEX. TAX CODE; and

B. Taxes that become delinquent during the term of this contract on property that are delinquent for prior years shall become subject to its terms on the first day of delinquency when such property is under litigation or comes under litigation or is referred to the firm for collection by the Taxing Authority's Tax Collector.

C. Taxing Authority reserves the right to make the final decision as to whether or not to enforce by suit any delinquent tax account turned over to the Firm for collection.

II.

The Firm is to call to the attention of the collector or other officials any errors, double assessments or other discrepancies coming under their observation during the progress of the work and

is to intervene on behalf of the Taxing Authority in all suits for taxes hereafter filed by any taxing unit on property located within its taxing jurisdiction.

III.

The Firm agrees to make progress reports to the Taxing Authority on request and to advise the Taxing Authority of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

IV.

All activities performed by the Firm in connection with this contract (i.e. title research fees) are at no out-of-pocket cost to the taxing authority.

V.

Taxing Authority agrees to pay the Firm as compensation for services rendered hereunder, the percentage as set forth below, of the total amount of all delinquent taxes, penalty and interest which are subject to this contract and which are actually collected and paid to the Taxing Authority's Collector of Taxes, when an equal amount of Section 33.07, 33.08 or 33.11 penalties is recovered from the taxpayer. Other taxes, including current taxes, which are turned over to the Firm by the Taxing Authority's Tax Assessor-Collector because of the necessity of filing claims in Bankruptcy, with other Federal authorities, or for other reasons, shall become subject to the terms of this contract at the time they are turned over to the Firm and the Firm shall be entitled to the appropriate percentage, as set forth below, of any amounts of delinquent taxes, penalties, and interest actually received by the Taxing Authority, and also the appropriate percentage, as set forth below, of current taxes actually received by the Taxing Authority when such percentage is actually recovered from the taxpayer, if collected prior to July 1st of any tax year.

Compensation Amounts

15% of tax year 2024 and prior year collections;

20% of tax year 2025 and subsequent year collections;

And additional penalty on delinquent taxes for tax year 2025 and subsequent years as provided by Section 33.11 in the amount of 20% of the delinquent tax, penalty, and interest if the tax becomes delinquent on or after February 1 of a year and remains delinquent on the 60th day thereafter.

VI.

Taxing Authority agrees to furnish to the Firm all data and information as to the name and address of the taxpayer, the legal description of the property, years and amount of taxes due. Taxing Authority further agrees to update said information by furnishing a list of paid accounts and adjustments to the tax roll as necessary. Section 33.48(a) (4) of the TEX. TAX CODE provides: "In addition to other costs authorized by law, a taxing unit is entitled to recover…reasonable expenses that are incurred by the taxing unit in determining the name, identity and location of necessary parties and in procuring necessary legal descriptions of the property on which a delinquent tax is due:..." The Firm agrees to advance on behalf of Taxing Authority such costs and expenses. In consideration of the advancement of such costs and expenses by the Firm, Taxing Authority assigns its right to recover the same to the extent approved by the Court and/or customarily and usually approved by the Court. The Firm expressly waives any claim against Taxing Authority for uncollected costs or expenses.

VII.

This Contract shall commence on **May 6, 2026** and continue in force and effect until **May 5, 2031** and thereafter on a month to month basis except that either party to this agreement may terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this agreement; and further provided that the Firm shall have an additional six (6) months to reduce to payment or judgment all tax litigation and bankruptcy claims filed prior to the date this agreement becomes terminated.

VIII.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, it being intended that such remaining provisions shall be construed in a

manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

Pursuant to Chapters 2252, 2271, and 2274 of the Texas Government Code, the Firm verifies that it does not and will not for the term of this contract boycott Israel or energy companies; that it does not have a policy which discriminates against a firearm entity or firearm trade association nor will it create such a policy for the term of this contract; and that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. If you have a complaint against or dispute with this firm involving professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint.

In consideration of the terms and compensation here stated, the Firm hereby accepts said employment and undertakes the performance of this Contract as above written.

This Contract is executed on behalf of the Taxing Authority by the presiding officer of the governing body who is authorized to execute this instrument by Order heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in duplicate originals this the _____ day of _____, 2026, Waller County, Texas.

WALLER COUNTY

By:_____

Attest:_____

PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.
Attorneys At Law

1235 North Loop West, Suite 600
Houston, Texas 77008
(713) 862-1860 or 1 (800) 833-5886
(713) 862-1429 Fax

By:_____

RESOLUTION OF THE COMMISSIONERS OF WALLER COUNTY

On the _____ day of _____, 2026, at the regularly scheduled meeting of the Commissioners of Waller County, a motion was duly made and seconded for Waller County to resell property described on Exhibit "A" attached hereto, which was acquired through tax foreclosure proceedings. Waller County requests that the Sheriff of Waller County conduct such sale in accordance with Section 34.05 (a), (c) and (d), Property Tax Code, and that such sale be held at the earliest available date in accordance with the laws of the State of Texas; and further that Waller County notify the Sheriff that it would not object to a sale price of such property in the sum of: See Exhibit "A".

Discussion amongst the Waller County Commissioners was then conducted, and upon completion of the same the County Judge of Waller County called a vote on the motion, and the same was passed by majority. Now therefore:

BE IT RESOLVED that Waller County offer for resale, in accordance with Section 34.05 (a), (c) and (d), Property Tax Code, the property described on Exhibit "A" and that the Sheriff is hereby requested to conduct such sale in accordance with such statutes at the earliest possible date and further, that a minimum acceptable sale price for such property is as set forth on Exhibit "A".

SIGNED AND ENTERED on this _____ day of _____, 2026.

_____	_____
Secretary,	**County Judge,**
Waller County	**Waller County**

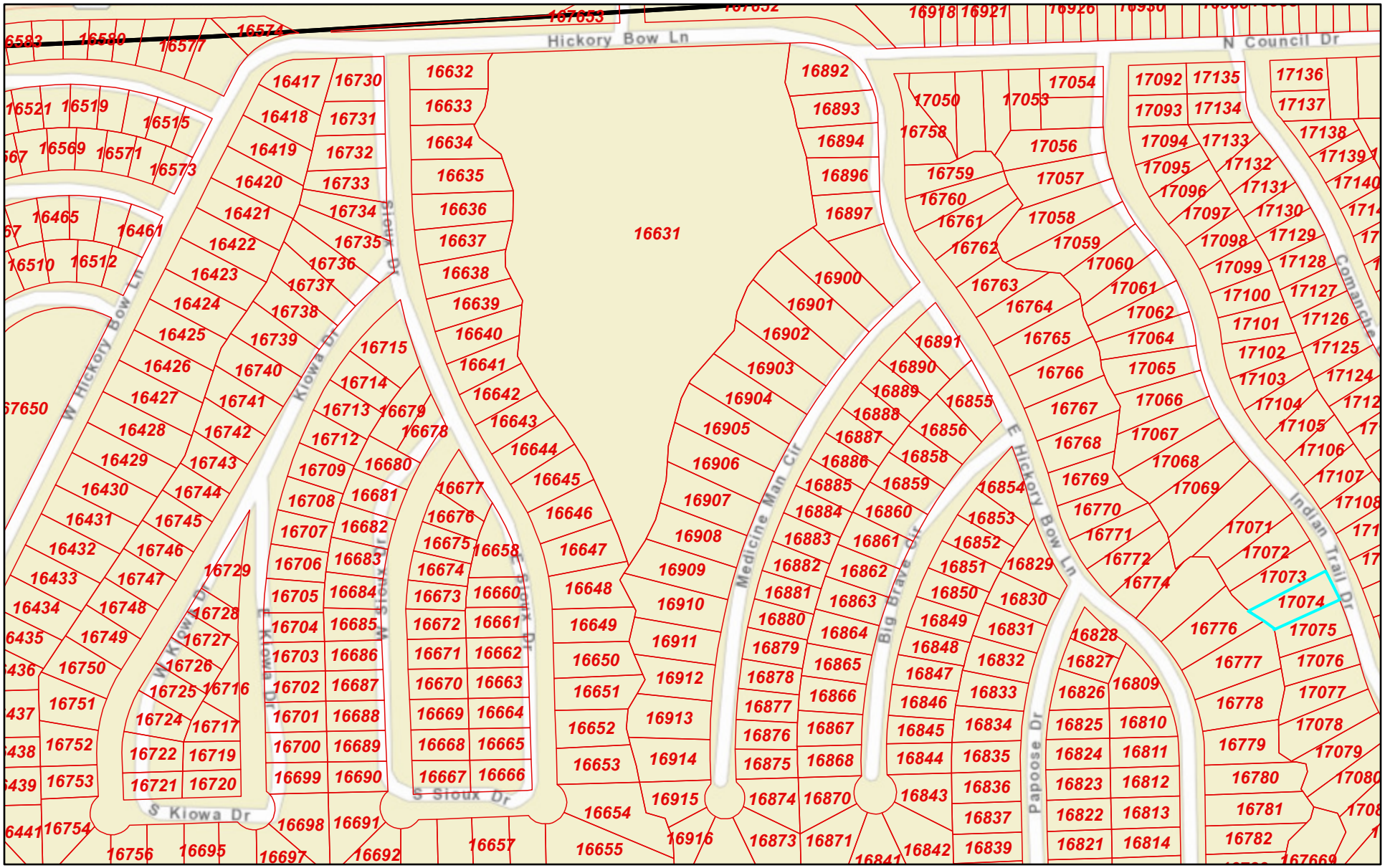
EXHIBIT "A"

	Previous Owner Cause Number Legal Description	**Account Number**	**Appraised Value at Time of Judgment**	**Date of Tax Deed**	**Minimum Opening Bid**
1.	Waller County, Et Al Vs. Ward, Sarah M., Individually & As Successor In Interest To W5 Enterprises, LLC, Et Al **2022-06-9290** Lot 24, Block 6, Deerwood East Section 4, A Subdivision in Waller County, Texas	R17074 **Subject to P/J 2024-Foward**	$6,000.00	4/14/2025	**$1,400.00**
2.	Waller County, Et Al Vs. Ward, Sarah M., Individually & As Successor In Interest To W5 Enterprises, LLC, Et Al Lot 25, Block 6, Deerwood East Section 4, A Subdivision in Waller County, Texas	R17075 **Subject to P/J 2024-Foward**	$6,800.00	4/14/2025	**$1,800.00**
3.	Waller County, Et Al Vs. Miller, Lara, A/K/A Lara Edwards Miller **2022-06-9291** Lot 54, Block 1, Deerwood Lakes Section 4, A Subdivision in Waller County, Texas,	R17615 **Subject to P/J 2024-Foward**	$16,250.00	4/14/2025	**$8,000.00**

4.	Waller County, Et Al Vs. Miller, Lara, A/K/A Lara Edwards Miller **2022-06-9291** Lot 55, Block 1, Deerwood Lakes Section 4, A Subdivision in Waller County, Texas,	R17617 **Subject to P/J 2024-Foward**	$16,250.00	4/14/2025	**$8,000.00**
5.	Waller County, Et Al Vs. Finance All, LLC, Et Al **2023-02-9382** Lot 2, in block 9, of Deerwood lakes, section 4, A Subdivision in Waller County, Texas,	R17807 **Subject to P/J 2024-Foward**	$12,600.00	8/22/2025	**$6,000.00**
6.	Waller County, Et Al Vs. Williams, Mary Kirby **2016-12-8315** A 1/5 Undivided Interest In Lot 8, Block 161, Town of Hempstead, Waller County, Texas	R20045 **UDI**	$2,000.00	7/20/2018	**$1,000.00**
7.	Hempstead Independent School District Vs. Interurban Land Corporation Of Texas **2119** Lot 7, Block 346 in the Town of Hempstead, Waller County, Texas	R20917	$1,350.00	1/25/1995	**$800.00**
8.	Waller County, Et Al Vs. Reinhardt, John H., Et Al **2017-10-8465** An approximately .22 acre portion of lot 16 of tranquility park, section 1, a subdivision in Waller County, Texas	R239348 **Subject to P/J 2019-Foward**	$18,700.00	7/16/2019	**$9,000.00**

9.	Waller County, Et Al Vs. Reinhardt, John H., Et Al **2017-10-8465** An approximately .198 acre portion of lot 15 of tranquility park, section 1, a subdivision in Waller County, Texas.	R239349 **Subject to P/J 2019-Foward**	$16,830.00	7/16/2019	**$8,000.00**
10.	Waller County Vs. Rutledge, Samuel L., Et Al **2015-01-7973** Part of tract 67, being an undivided interest in 1.32, 0.59 & 1.32 acres of land, being part of 4.56 acres in the William Baird survey, abstract number 10	R4218 R4219 R4220 **UDI** **Subject to P/J 2020-Foward**	$77,520.00	9/23/2021	**$35,000.00**

Waller CAD Web Map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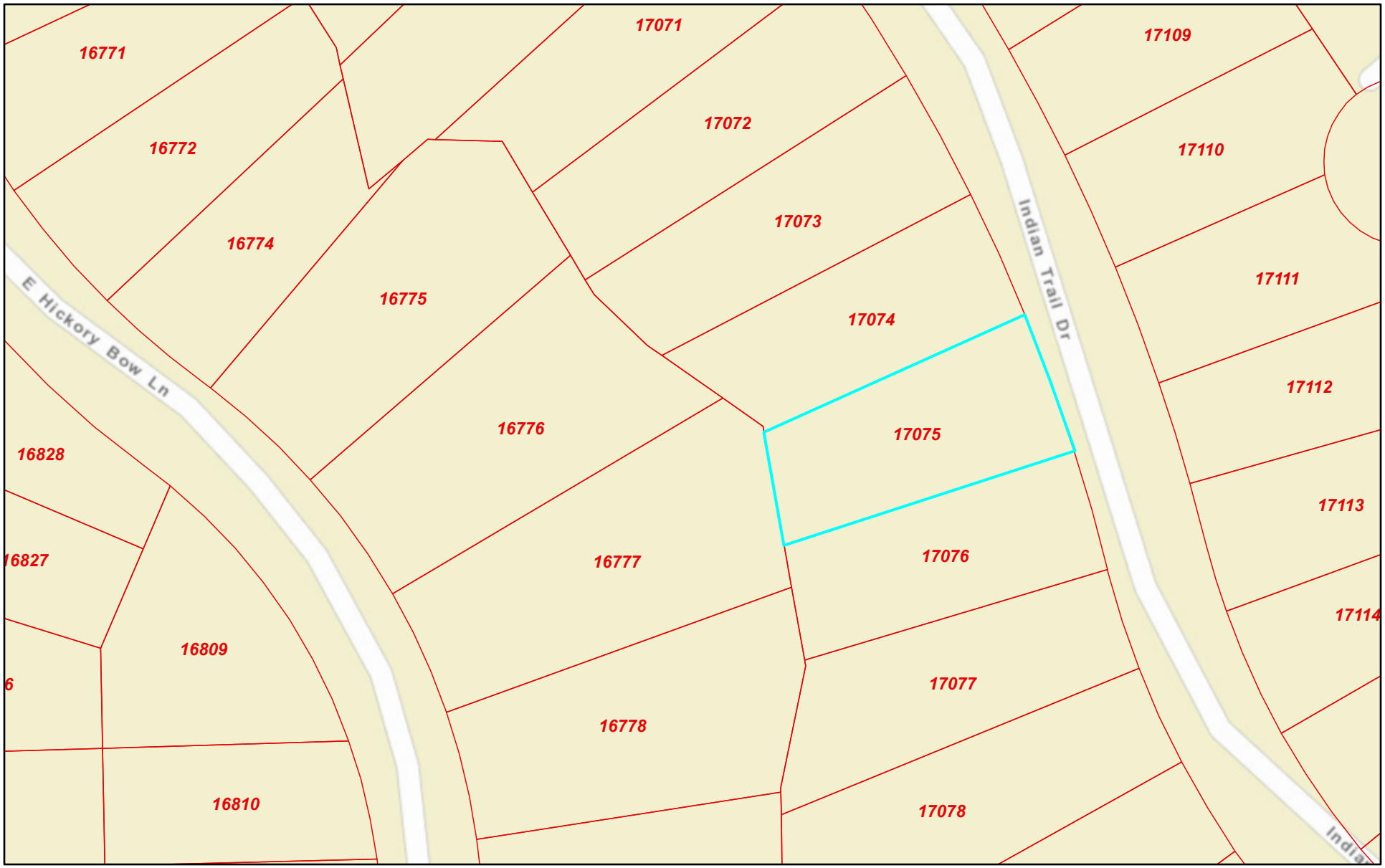
Waller CAD Web Map



4/6/2026, 3:07:44 PM

Parcels

Abstracts

1:1,128

0 0.01 0.01 0.03 mi

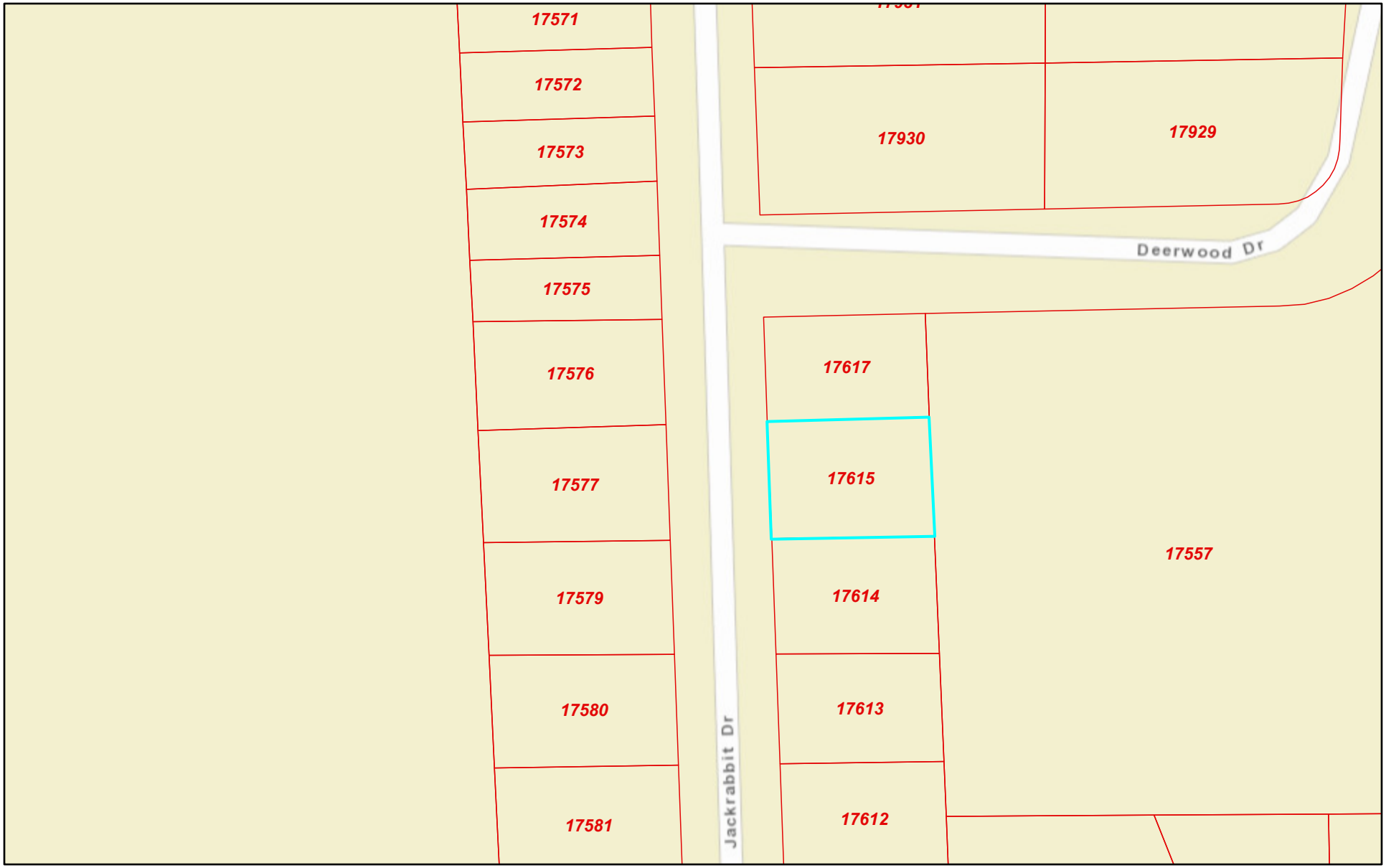
0 0.01 0.03 0.05 km

Esri, HERE, Garmin, INCREMENT P, NGA, USGS

Waller County Appraisal District, BIS Consulting - www.bisconsulting.com

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

Waller CAD Web Map



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Parcels

Abstracts

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Esri, HERE, Garmin, INCREMENT P, NGA, USGS

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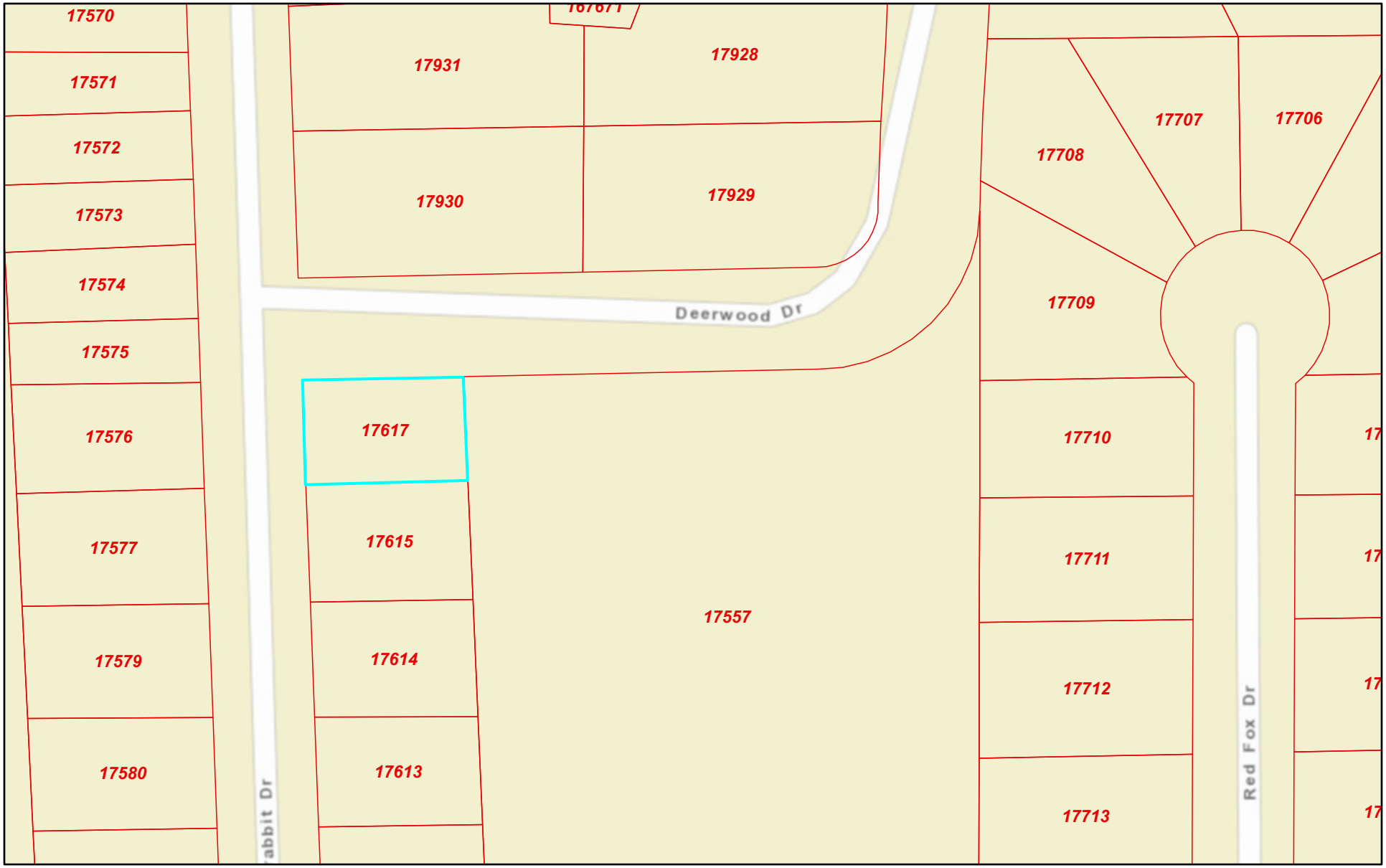
Waller CAD Web Map



4/6/2026, 3:12:00 PM

Parcels

Abstracts

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Esri, HERE, Garmin, INCREMENT P, NGA, USGS

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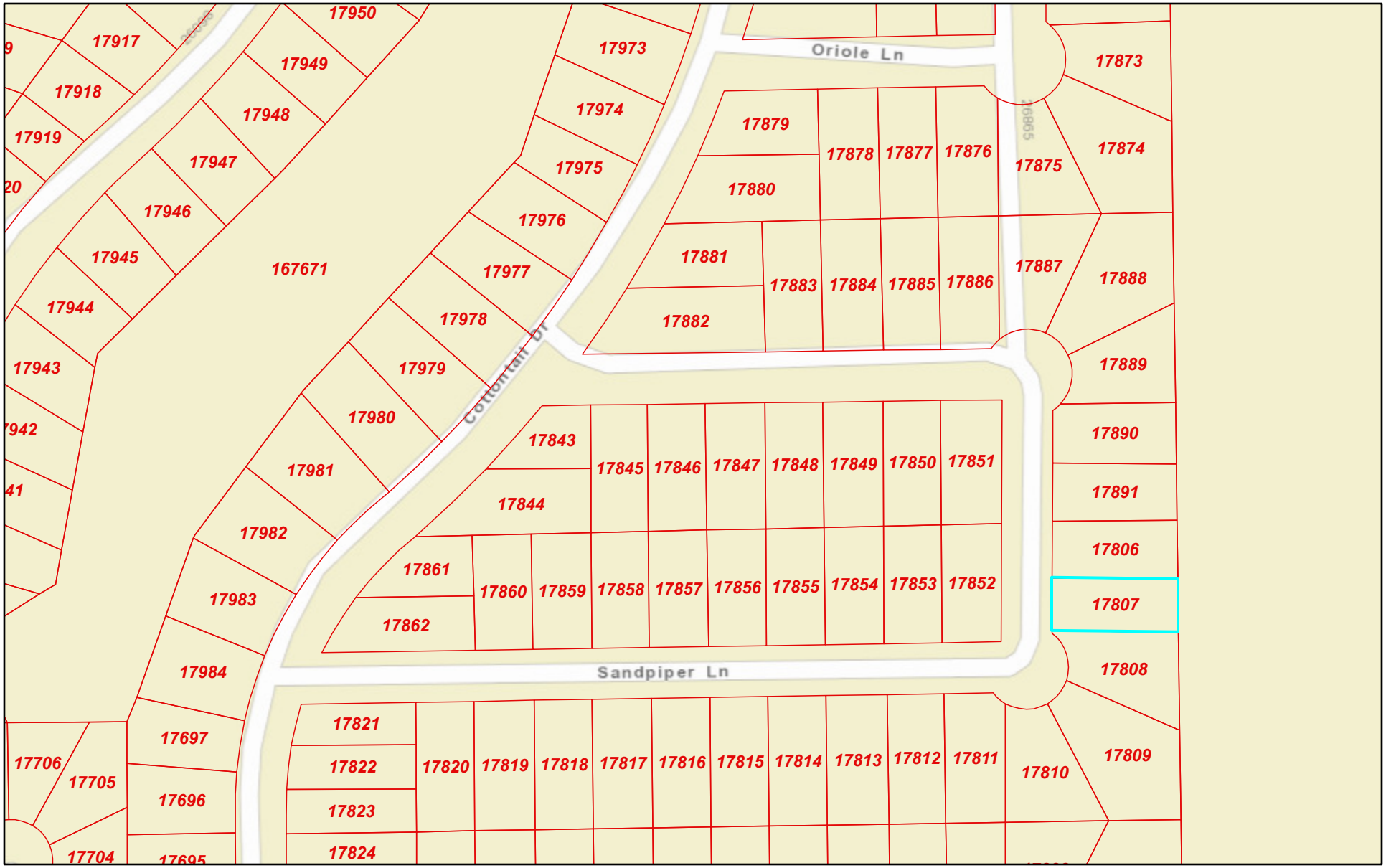
Waller CAD Web Map



4/6/2026, 3:14:43 PM

Parcels

Abstracts

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

Esri, HERE, Garmin, INCREMENT P, NGA, USGS

Waller County Appraisal District, BIS Consulting - www.bisconsulting.com

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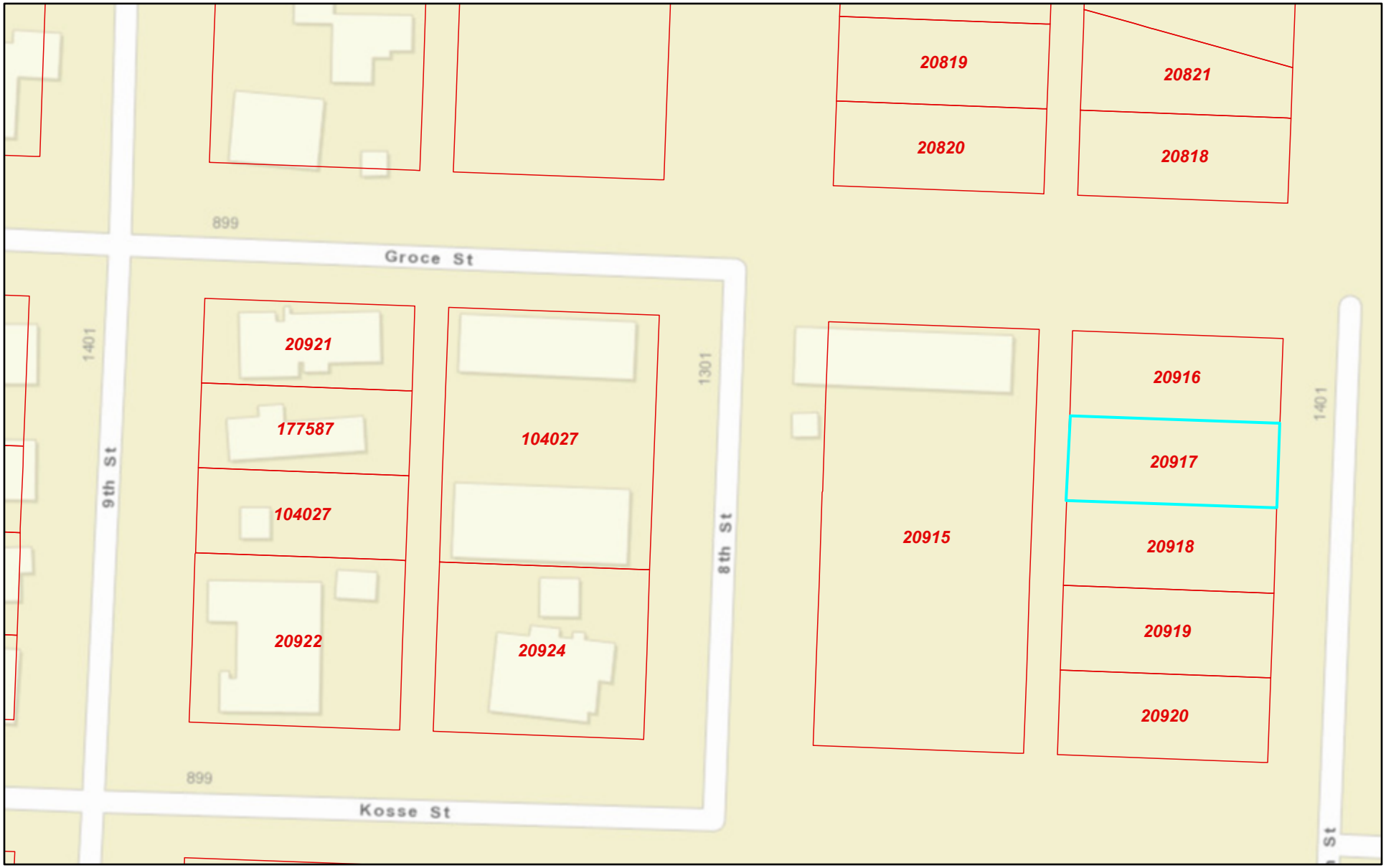
Waller CAD Web Map



4/6/2026, 3:17:10 PM

Parcels

Abstracts

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

Esri, HERE, Garmin, INCREMENT P, NGA, USGS

Waller County Appraisal District, BIS Consulting - www.bisconsulting.com

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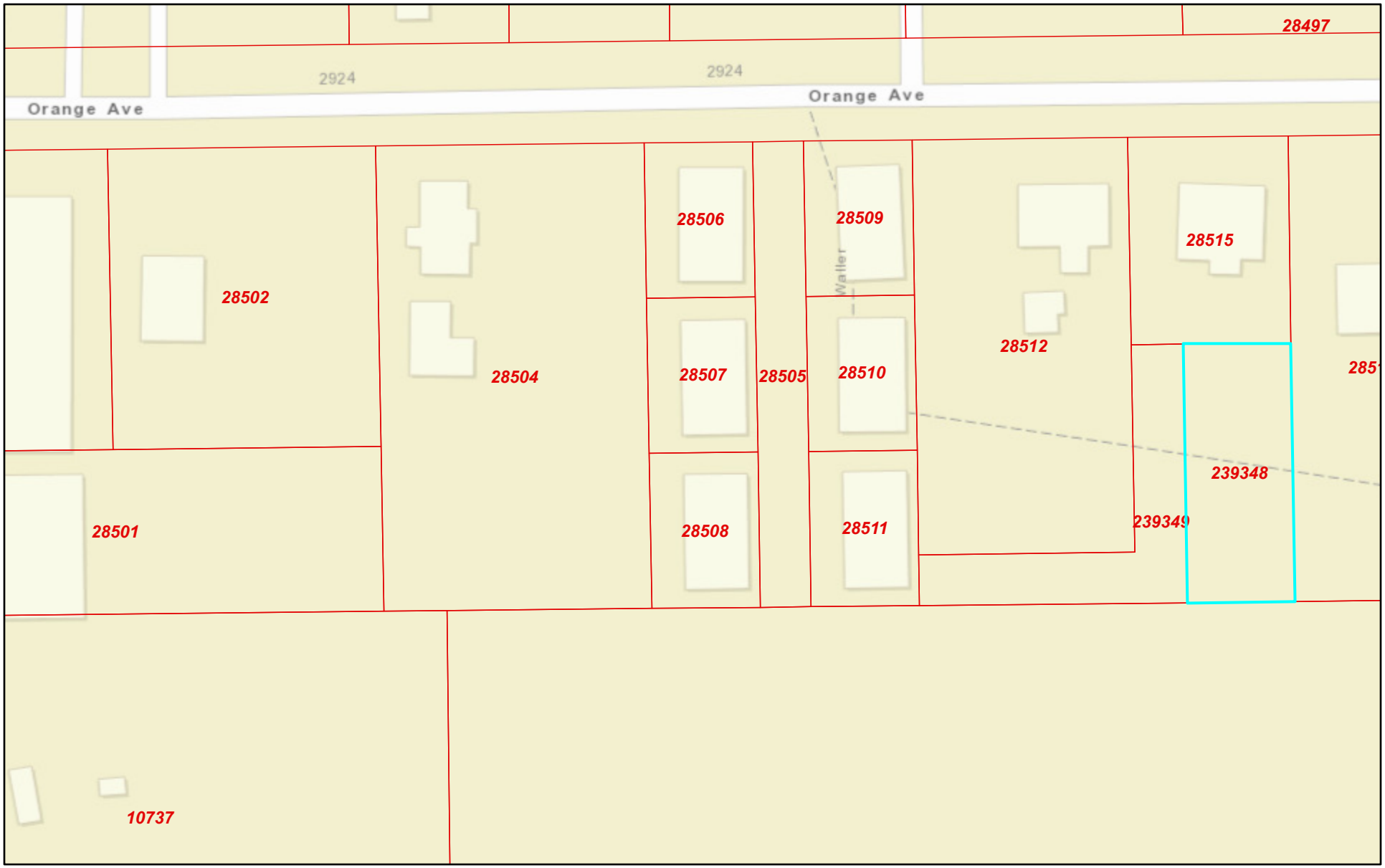
Waller CAD Web Map



4/6/2026, 3:20:11 PM

Parcels

Abstracts

1:1,128

0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

HPB, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

Waller County Appraisal District, BIS Consulting - www.bisconsulting.com

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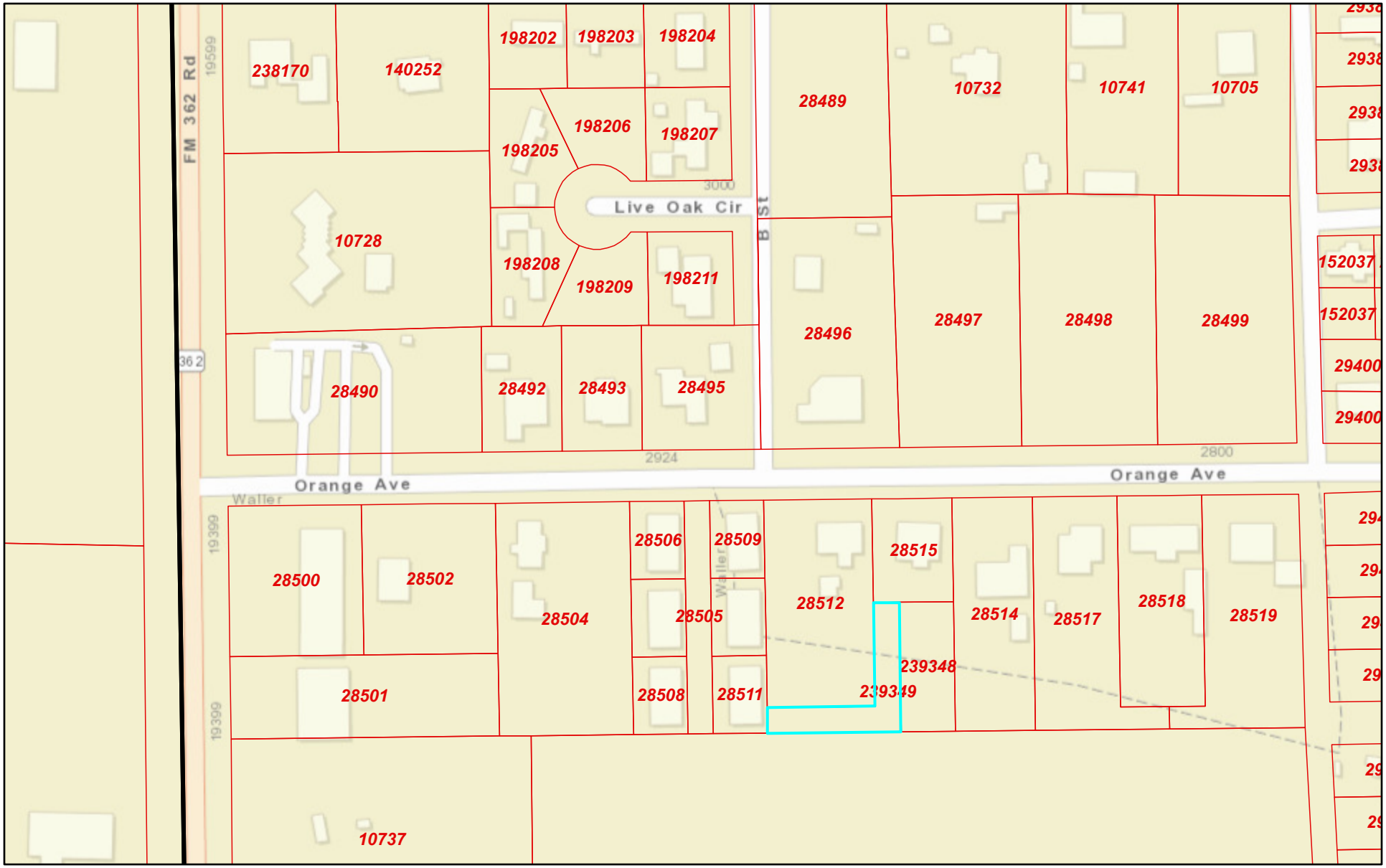
Waller CAD Web Map

Item 44.



4/6/2026, 3:24:00 PM

Parcels

Abstracts

1:2,257

0 0.01 0.03 0.06 mi

0 0.03 0.05 0.1 km

HPB, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

Waller County Appraisal District, BIS Consulting - www.bisconsulting.com

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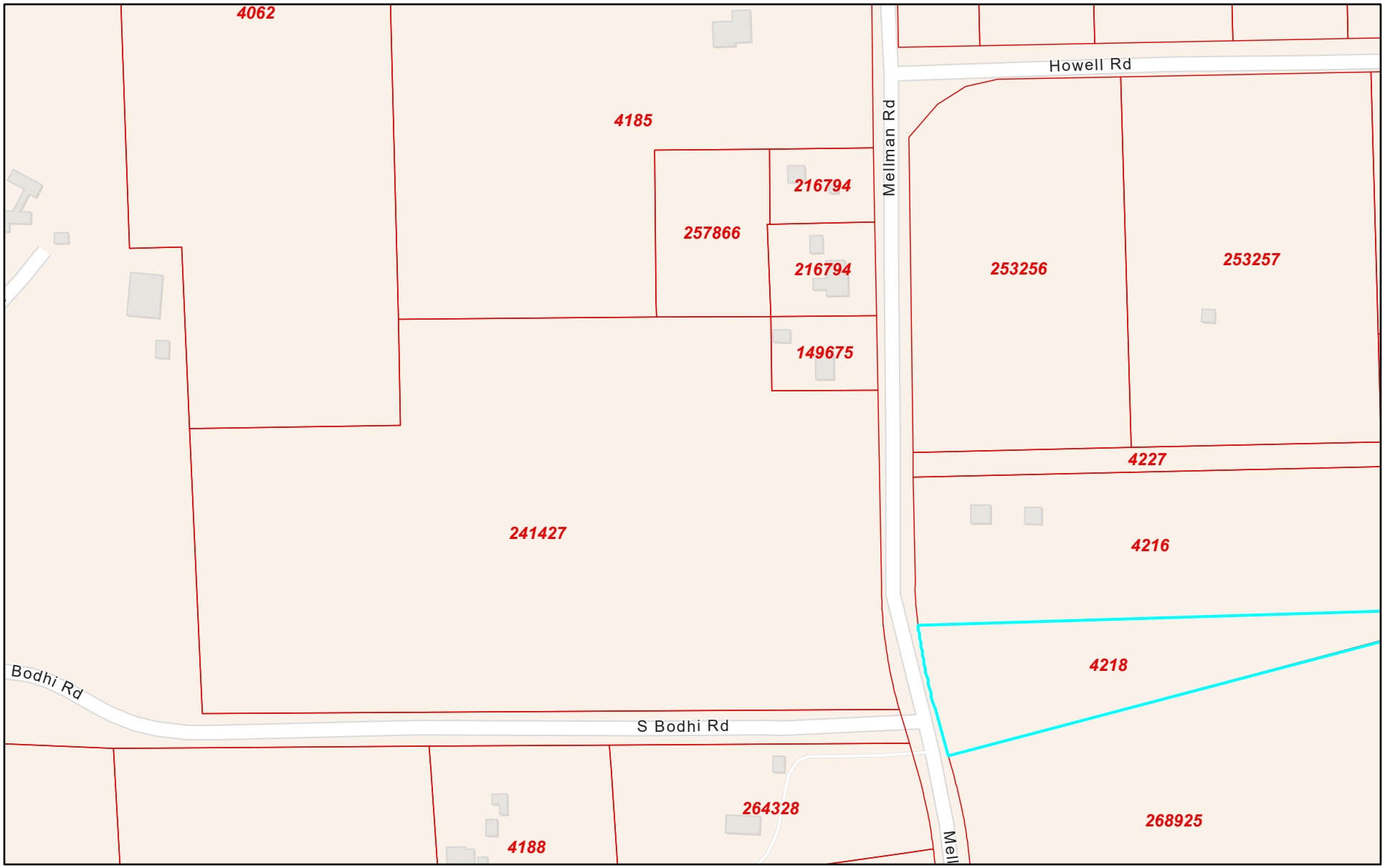
Waller CAD Web Map



4/6/2026, 3:29:00 PM

Parcels

Abstracts

1:4,514

0 0.03 0.07 0.13 mi

0 0.05 0.1 0.2 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

Waller County Appraisal District, BIS Consulting - www.bisconsulting.com

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ONEOK EMERGENCY RESPONDERS GRANT BENEFITTING WCFMO/WCOHSEM

The Waller County Fire Marshal's Office/Office of Homeland Security and Emergency Management is requesting emergency response equipment pursuant to ONEOK's Emergency Responders Grant program. The requested equipment, according to priority, is provided below.

This project has been vetted by the Grants Committee which is recommending that the County pursue grant monies. There is no local match.

RANK	EQUIPMENT	QUANTITY	PRICE PER UNIT	TOTAL PRICE
1	Panasonic Toughbook Laptop	3	$4,011.96	$12,035.88
1	Laptop Docking Station	3	$909.43	$2,728.29
1	Miscellaneous Support Accessories	3	$454.47	$1,363.41
2	Mobile Radio APX6500 Enhanced 700/800 MHz	1	$6,582.19	$6,582.19
3	Canon Cameras	3	$700.00	$2,100.00
			TOTAL	**$24,809.77**

From: Thomas Akerman <takerman@officemakers.com>
Sent: Wednesday, January 21, 2026 12:52 PM
To: Elizabeth Pirkle <e.pirkle@wallercounty.us>
Subject: Re: Furniture

CAUTION: This email originated from outside of the County. Do not click links or open attachments unless you recognize the sender and know that the content is safe.

Dear Elizabeth,

I truly appreciate all the business Waller County has given me in the past.

Best regards,

Thomas Akerman
Thomas C. Akerman, CSE
Cell: (832)250-4269
Office: (281)574-3800
Linked In: http://www.linkedin.com/in/takerman
Web Site: http://officemakers.com

"We value your feedback!
If your experience was anything less than excellent, please reply to this email and let us know—we'll do our best to make it right.

If you've had a positive experience, we'd greatly appreciate your review on the platform of your choice.

Click here to leave us a Google review.

On Wed, Jan 21, 2026 at 12:49 PM Thomas Akerman <takerman@officemakers.com> wrote:

Hello Elizabeth,

I've been informed that we are scaling / winding down the business and my office is unable to fulfil this order. I am truly sorry for the inconvenience.

Thomas C. Akerman, CSE
Cell: (832)250-4269
Office: (281)574-3800
Linked In: http://www.linkedin.com/in/takerman
Web Site: http://officemakers.com

Quote #:
Date: 4/3/2026

Jenny Ast
Jennifer.Ast@odpbusiness.com

WALLER COUNTY, DIST CLERK- HON NOW

SOLD TO:
Waller County District Clerk's Office
400 Sheriff R. Glenn Smith Dr.

Hempstead TX 77445
Liz Pirkle
979-826-7735

SHIP TO:
Installer

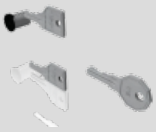
NOTES:

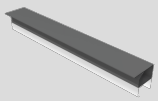
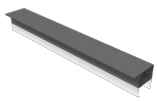
Pricing in this proposal is based on current market conditions and may change due to tariff adjustments or government fees. Any increases before order invoice could adjust the final pricing.

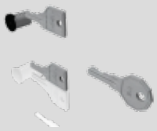
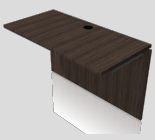
LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
1		1	**ORDER NOTE:** Omnia Region 4 Contract R240112	$0.00	$0.00
2		1	**ORDER NOTE:** Hon price increase goes into effect May 1st. Order must be received by April 27th to allow time to process. After April 27th Proposal will need to be updated.	$0.00	$0.00
				Subtotal	**$0.00**
BREAK/CONFERENCE ROOM					
3		3	**HPMMV-W1PO** Etch Wire Chair Poly St Perf Back- Set of 4	$506.76	$1,520.28

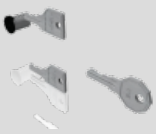
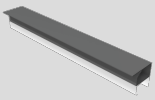
Select Glide Option	.P	Polycarbonate Glides
Paint Options	$(P1)	P1 Paint Opts
Select Grade 1 Paint	.P8V	Textured Titanium
Select Shell Option	.BL	Black
Select Arm Option	.AA	Armless

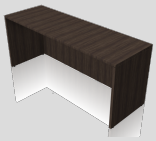
LINE	IMAGE	QTY	PRODUCT			UNIT SELL	E
4		1	**HTLB42168** Preside 42x168 Boat Top - 2-piece			$773.26	$773.26
			Edge Selection	.G	2mm Edgeband		
			Select Edge Finish	FW	Florence Walnut		
			Select Grommet	.N	No Grommets		
			Laminate Top Selection	$(L1STD)	Grd L1 Standard Laminates		
			Select Grade 1 Laminate Finish	.LFW1	Florence Walnut		
5		1	**HTTLEG168** Preside Aluminum T leg for 168" Table Tops			$747.84	$747.84
			Select Base Color	$(P1)	P1 Paint Opts		
			Select Grade 1 Paint	.LOFT	Loft		
					BREAK/CONFERENCE ROOM Subtotal		**$3,041.38**
LOBBY							
6		4	**HVLVL1** Parkwyn Single Seat Club Chair Lounge			$642.47	$2,569.88
			Fabric Selection	.GRY02	Gray Fabric		
7		1	**H80192** Occasional Laminate Occasional Corner Table 24L 24W 20H			$272.65	$272.65
			Laminate Top Selection	$(L1STD)	Grd L1 Standard Laminates		
			Select Laminate	.LKI1	Kingswood Walnut		
			Select Laminate	LKI1	Kingswood Walnut		
					LOBBY Subtotal		**$2,842.53**
OFFICE 1							
8		1	**HITLMKD** Ignition 2 Task Low-back			$328.00	$328.00
			Control Type	.Y1	Syncho-Tilt w/ Seat Slider		
			Select Arm Type	.A	Height and Width Adj. Arm		
			Select Caster/Glide Option	.H	Hard Caster		
			Select Mesh Color	.IM	4-Way Black		
			Select Upholstery	$(1)	Grade 1 Uph		
			Grade 1 Fab	.CU	Centurion		
			Centurion	10	Black		
			Select Lumbar	.BL	Black Adjustable Lumbar		
			Select Base	.SB	Standard Base		
			Select Frame Color	.T	Black		

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	E
9		2	**HIGS6** Ignition Guest/Multi-Purpose Chair Four-Leg Stacking Select Arm Type Select Caster/Glide Option Select Back Select Upholstery Grade 1 Fab Centurion Select Frame Color	 .F .E .IM $(1) .CU 10 .T	 Fixed Nylon Glide 4-Way Black Grade 1 Uph Centurion Black Black	$260.35	$520.70
10		1	**HH870930** Tasklight 30W			$108.57	$108.57
11		2	**HF23B** Black Removable Lock Core Kit Select Key Number	 .X109E	 109E	$20.50	$41.00
12		2	**HF27B** Black Removable Lock Core Kit Select Key Number	 .X109E	 109E	$20.50	$41.00
13		1	**H105895R** 10500 Series 72Wx36Dx29-1/2H Sgl edDskRH B/B/F RectTop Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color	 $(L1STD) .LFW1 LFW1	 Grd L1 Standard Laminates Florence Walnut Florence Walnut	$753.17	$753.17
14		1	**H10570** 10500 Series Bridge 47W x 24D x 29-1/2H Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color	 $(L1STD) .LFW1 LFW1	 Grd L1 Standard Laminates Florence Walnut Florence Walnut	$202.54	$202.54
15		1	**H10541** 10500 Series Cred Shell 72W x 24D x 29-1/2H Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color	 $(L1STD) .LFW1 LFW1	 Grd L1 Standard Laminates Florence Walnut Florence Walnut	$385.81	$385.81

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	E
16		1	**TROUGH-18** 2-2.6"W x 18"L Cord Management Troughs, Quick Install Adhesive Finish	BLK	Black	$19.73	$19.73
17		1	**H10504** 10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D Select Laminate Select Top Laminate Color	$(L1STD) .LFW1	Grd L1 Standard Laminates Florence Walnut	$380.07	$380.07
18		1	**H105323** 10500 Series Stack on Storage 48"W x 14-5/8"D x 37-1/8" Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color	$(L1STD) .LFW1 LFW1	Grd L1 Standard Laminates Florence Walnut Florence Walnut	$471.09	$471.09
					OFFICE 1 Subtotal		**$3,251.68**
OFFICE 2							
19		1	**H10541** 10500 Series Cred Shell 72W x 24D x 29-1/2H Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color	$(L1STD) .LFW1 LFW1	Grd L1 Standard Laminates Florence Walnut Florence Walnut	$385.81	$385.81
20		1	**HITLMKD** Ignition 2 Task Low-back Control Type Select Arm Type Select Caster/Glide Option Select Mesh Color Select Upholstery Grade 1 Fab Centurion Select Lumbar Select Base Select Frame Color	.Y1 .A .H .IM $(1) .CU 10 .BL .SB .T	Syncho-Tilt w/ Seat Slider Height and Width Adj. Arm Hard Caster 4-Way Black Grade 1 Uph Centurion Black Black Adjustable Lumbar Standard Base Black	$328.00	$328.00
21		1	**TROUGH-18** 2-2.6"W x 18"L Cord Management Troughs, Quick Install Adhesive Finish	BLK	Black	$19.73	$19.73

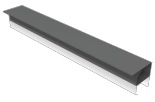
LINE	IMAGE	QTY	PRODUCT			UNIT SELL	E
22		2	**HIGS6** Ignition Guest/Multi-Purpose Chair Four-Leg Stacking Select Arm Type Select Caster/Glide Option Select Back Select Upholstery Grade 1 Fab Centurion Select Frame Color	 	 .F .E .IM $(1) .CU 10 .T	$260.35	$520.70
					Fixed Nylon Glide 4-Way Black Grade 1 Uph Centurion Black Black		
23		1	**HH870930** Tasklight 30W			$108.57	$108.57
24		1	**H10504** 10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D Select Laminate Select Top Laminate Color	 $(L1STD) .LFW1	 Grd L1 Standard Laminates Florence Walnut	$380.07	$380.07
25		2	**HF23B** Black Removable Lock Core Kit Select Key Number	 .X110E	 110E	$20.50	$41.00
26		2	**HF27B** Black Removable Lock Core Kit Select Key Number	 .X110E	 110E	$20.50	$41.00
27		1	**H105323** 10500 Series Stack on Storage 48"W x 14-5/8"D x 37-1/8" Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color	 $(L1STD) .LFW1 LFW1	 Grd L1 Standard Laminates Florence Walnut Florence Walnut	$471.09	$471.09
28		1	**H10570** 10500 Series Bridge 47W x 24D x 29-1/2H Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color	 $(L1STD) .LFW1 LFW1	 Grd L1 Standard Laminates Florence Walnut Florence Walnut	$202.54	$202.54

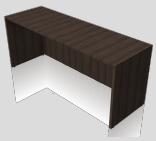
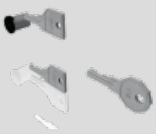
LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT
29		1	**H105896L** 10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F RectTop Select Top Laminate Color $(L1STD) Grd L1 Standard Laminates Select Top Laminate Color .LFW1 Florence Walnut Select Chassis Laminate Color LFW1 Florence Walnut			$753.17	$753.17
					OFFICE 2 Subtotal		**$3,251.68**
OFFICE 3							
30		1	**H10570** 10500 Series Bridge 47W x 24D x 29-1/2H Select Top Laminate Color $(L1STD) Grd L1 Standard Laminates Select Top Laminate Color .LFW1 Florence Walnut Select Chassis Laminate Color LFW1 Florence Walnut			$202.54	$202.54
31		2	**HF27B** Black Removable Lock Core Kit Select Key Number .X111E 111E			$20.50	$41.00
32		2	**HF23B** Black Removable Lock Core Kit Select Key Number .X111E 111E			$20.50	$41.00
33		1	**HH870930** Tasklight 30W			$108.57	$108.57
34		1	**TROUGH-18** 2-2.6"W x 18"L Cord Management Troughs, Quick Install Adhesive Finish BLK Black			$19.73	$19.73
35		2	**HIGS6** Ignition Guest/Multi-Purpose Chair Four-Leg Stacking Select Arm Type .F Fixed Select Caster/Glide Option .E Nylon Glide Select Back .IM 4-Way Black Select Upholstery $(1) Grade 1 Uph Grade 1 Fab .CU Centurion Centurion 10 Black Select Frame Color .T Black			$260.35	$520.70

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	E
36		1	**H10541** 10500 Series Cred Shell 72W x 24D x 29-1/2H Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color	 $(L1STD) .LFW1 LFW1	 Grd L1 Standard Laminates Florence Walnut Florence Walnut	$385.81	$385.81
37		1	**HITLMKD** Ignition 2 Task Low-back Control Type Select Arm Type Select Caster/Glide Option Select Mesh Color Select Upholstery Grade 1 Fab Centurion Select Lumbar Select Base Select Frame Color	 .Y1 .A .H .IM $(1) .CU 10 .BL .SB .T	 Syncho-Tilt w/ Seat Slider Height and Width Adj. Arm Hard Caster 4-Way Black Grade 1 Uph Centurion Black Black Adjustable Lumbar Standard Base Black	$328.00	$328.00
38		1	**H105895R** 10500 Series 72Wx36Dx29-1/2H Sgl edDskRH B/B/F RectTop Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color	 $(L1STD) .LFW1 LFW1	 Grd L1 Standard Laminates Florence Walnut Florence Walnut	$753.17	$753.17
39		1	**H105323** 10500 Series Stack on Storage 48"W x 14-5/8"D x 37-1/8" Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color	 $(L1STD) .LFW1 LFW1	 Grd L1 Standard Laminates Florence Walnut Florence Walnut	$471.09	$471.09
40		1	**H10504** 10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D Select Laminate Select Top Laminate Color	 $(L1STD) .LFW1	 Grd L1 Standard Laminates Florence Walnut	$380.07	$380.07

OFFICE 3 Subtotal **$3,251.68**

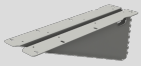
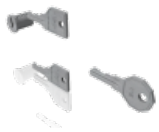
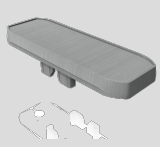
OFFICE 4

41		1	**TROUGH-18** 2-2.6"W x 18"L Cord Management Troughs, Quick Install Adhesive Finish	 BLK	 Black	$19.73	$19.73

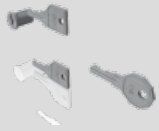
LINE	IMAGE	QTY	PRODUCT			UNIT SELL	E
42		1	**HH870930** Tasklight 30W			$108.57	$108.57
43		2	**HIGS6** Ignition Guest/Multi-Purpose Chair Four-Leg Stacking			$260.35	$520.70
			Select Arm Type	.F	Fixed		
			Select Caster/Glide Option	.E	Nylon Glide		
			Select Back	.IM	4-Way Black		
			Select Upholstery	$(1)	Grade 1 Uph		
			Grade 1 Fab	.CU	Centurion		
			Centurion	10	Black		
			Select Frame Color	.T	Black		
44		1	**H10541** 10500 Series Cred Shell 72W x 24D x 29-1/2H			$385.81	$385.81
			Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
			Select Top Laminate Color	.LFW1	Florence Walnut		
			Select Chassis Laminate Color	LFW1	Florence Walnut		
45		1	**H105896L** 10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F RectTop			$753.17	$753.17
			Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
			Select Top Laminate Color	.LFW1	Florence Walnut		
			Select Chassis Laminate Color	LFW1	Florence Walnut		
46		1	**H10504** 10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D			$380.07	$380.07
			Select Laminate	$(L1STD)	Grd L1 Standard Laminates		
			Select Top Laminate Color	.LFW1	Florence Walnut		
47		1	**H105323** 10500 Series Stack on Storage 48"W x 14-5/8"D x 37-1/8"			$471.09	$471.09
			Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
			Select Top Laminate Color	.LFW1	Florence Walnut		
			Select Chassis Laminate Color	LFW1	Florence Walnut		
48		2	**HF27B** Black Removable Lock Core Kit			$20.50	$41.00
			Select Key Number	.X112E	112E		

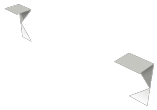
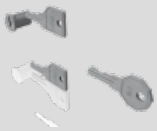
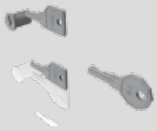
LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT
49		2	**HF23B** Black Removable Lock Core Kit Select Key Number	 .X112E	 112E	$20.50	$41.00
50		1	**H10570** 10500 Series Bridge 47W x 24D x 29-1/2H Select Top Laminate Color Select Top Laminate Color Select Chassis Laminate Color	 $(L1STD) .LFW1 LFW1	 Grd L1 Standard Laminates Florence Walnut Florence Walnut	$202.54	$202.54
51		1	**HITLMKD** Ignition 2 Task Low-back Control Type Select Arm Type Select Caster/Glide Option Select Mesh Color Select Upholstery Grade 1 Fab Centurion Select Lumbar Select Base Select Frame Color	 .Y1 .A .H .IM $(1) .CU 10 .BL .SB .T	 Syncho-Tilt w/ Seat Slider Height and Width Adj. Arm Hard Caster 4-Way Black Grade 1 Uph Centurion Black Black Adjustable Lumbar Standard Base Black	$328.00	$328.00
					OFFICE 4 Subtotal		**$3,251.68**

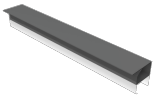
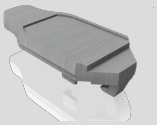
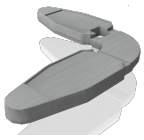
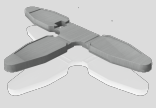
OPEN WS

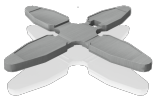
52		8	**HCTL242** 24D Cantilever One Pair Select Paint Color Select Core Paint	 $(P1) .LOFT	 P1 Paint Opts Loft	$40.59	$324.72
53		2	**HF23C** Lock Core Replacement Kit Brushed Chrome Select Key Number	 .X101E	 101E	$25.90	$51.80
54		16	**HSCKTPS** Straight Connector Kit Select Paint Color	 .X	 No Option	$10.89	$174.24
					OPEN WS Subtotal		**$550.76**

OPEN WS

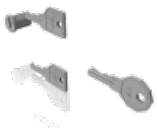
LINE	IMAGE	QTY	PRODUCT			UNIT SELL	E
55		2	**HF23C** Lock Core Replacement Kit Brushed Chrome Select Key Number	.X108E	108E	$25.90	$51.80
56		8	**HESDMK36** Accelerate Sliding Door Frame 36"W Select Paint Color Select Grade 1 Paint	$(P1) .LOFT	P1 Paint Opts Loft	$85.80	$686.40
57		2	**HF23C** Lock Core Replacement Kit Brushed Chrome Select Key Number	.X102E	102E	$25.90	$51.80
58		2	**HF23C** Lock Core Replacement Kit Brushed Chrome Select Key Number	.X105E	105E	$25.90	$51.80
59		8	**HVFB23R** Box/Box/File 28H x 22 7/8D x 15W Select Lock Option Select Paint Color Select Grade 1 Paint	.L $(P1) .LOFT	Lock P1 Paint Opts Loft	$268.62	$2,148.96
60		8	**HVFF23R** File/File 28H x 22 7/8D x15W Select Lock Option Select Paint Color Select Grade 1 Paint	.L $(P1) .LOFT	Lock P1 Paint Opts Loft	$265.98	$2,127.84
61		8	**HWR2448P** Systems Rectangular Worksurface Edgeband 24D x 48W Select Laminate Laminate Selection Select Edgeband Color Select Grommet Color	$(L1STD) .LFW1 .FW .LOFT	Grd L1 Standard Laminates Florence Walnut Florence Walnut Loft	$190.08	$1,520.64

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	E
62		8	**HWR2472P** Systems Rectangular Worksurface Edgeband 24D x 72W Select Laminate Laminate Selection Select Edgeband Color Select Grommet Color	 $(L1STD) .LFW1 .FW .LOFT	 Grd L1 Standard Laminates Florence Walnut Florence Walnut Loft	$247.50	$1,980.00
63		14	**HWSB2** Worksurface Bracket Kit Select Paint Color Select Core Paint	 $(P1) .LOFT	 P1 Paint Opts Loft	$22.77	$318.78
64		2	**HF23C** Lock Core Replacement Kit Brushed Chrome Select Key Number	 .X103E	 103E	$25.90	$51.80
65		2	**HF23C** Lock Core Replacement Kit Brushed Chrome Select Key Number	 .X107E	 107E	$25.90	$51.80
66		2	**HF23C** Lock Core Replacement Kit Brushed Chrome Select Key Number	 .X106E	 106E	$25.90	$51.80
67		8	**HH870930** Tasklight 30W			$108.57	$868.56
68		8	**HITLMKD** Ignition 2 Task Low-back Control Type Select Arm Type Select Caster/Glide Option Select Mesh Color Select Upholstery Grade 1 Fab Centurion Select Lumbar Select Base Select Frame Color	 .Y1 .A .H .IM $(1) .CU 10 .BL .SB .T	 Syncho-Tilt w/ Seat Slider Height and Width Adj. Arm Hard Caster 4-Way Black Grade 1 Uph Centurion Black Black Adjustable Lumbar Standard Base Black	$328.00	$2,624.00

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	E
69		8	**TROUGH-18** 2-2.6"W x 18"L Cord Management Troughs, Quick Install Adhesive Finish	BLK	Black	$19.73	$157.84
70		8	**HEC65PLN** 65H "L" Connector Post Select Paint Grade Select Grade 1 Paint	$(P1) .LOFT	P1 Paint Opts Loft	$69.96	$559.68
71		4	**HEC65PTN** 65H "T" Connector Post Select Paint Grade Select Grade 1 Paint	$(P1) .LOFT	P1 Paint Opts Loft	$67.32	$269.28
72		2	**HEC65PXN** 65H "X" Connector Post Select Paint Grade Select Grade 1 Paint	$(P1) .LOFT	P1 Paint Opts Loft	$64.68	$129.36
73		2	**HECPP** Power pole w/o receptacles 6' 6"H 2" x 2" Select Paint Color Select Core Paint	$(P1) .LOFT	P1 Paint Opts Loft	$132.99	$265.98
74		6	**HECS1** Single Connector Strap			$7.92	$47.52
75		8	**HECSL** "L" Connector Strap			$7.92	$63.36
76		2	**HECST** "T" Connector Strap			$11.55	$23.10

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	E
77		2	**HECSX** "X" Connector Strap			$13.53	$27.06
78		12	**HEFEC65P** Panel Finished End Covers 65H Select Paint Color Select Core Paint	$(P1) .LOFT	P1 Paint Opts Loft	$32.01	$384.12
79		8	**HEOHRTA1548FD** 15H x 13"D x 48W Flipper Door Overhead Select Paint Color Select Core Paint	$(P1) .LOFT	Select Core Paint Loft	$238.92	$1,911.36
80		8	**HETC24** Panel Top Cap 24"W Select Paint Color Select Core Paint	$(P1) .LOFT	P1 Paint Opts Loft	$19.47	$155.76
81		24	**HETC36** Panel Top Cap 36"W Select Paint Color Select Core Paint	$(P1) .LOFT	P1 Paint Opts Loft	$29.37	$704.88
82		8	**HETC48** Panel Top Cap 48"W Select Paint Color Select Core Paint	$(P1) .LOFT	P1 Paint Opts Loft	$33.00	$264.00
83		8	**HETP6524FP** Tackable Panel w/o TC 65H x 24W Fabric Selection Grd A Fab Appoint Select Paint Color Select Grade 1 Paint	$(A) .APN 17 $(P1) .LOFT	Grd A Fabric Appoint Dark Pewter P1 Paint Opts Loft	$175.89	$1,407.12

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	E
84		24	**HETP6536FP** Tackable Panel w/o TC 65H x 36W Fabric Selection Grd A Fab Appoint Select Paint Color Select Grade 1 Paint	 $(A) .APN 17 $(P1) .LOFT	 Grd A Fabric Appoint Dark Pewter P1 Paint Opts Loft	$198.99	$4,775.76
85		8	**HETP6548FP** Tackable Panel w/o TC 65H x 48W Fabric Selection Grd A Fab Appoint Select Paint Color Select Grade 1 Paint	 $(A) .APN 17 $(P1) .LOFT	 Grd A Fabric Appoint Dark Pewter P1 Paint Opts Loft	$225.39	$1,803.12
86		8	**HH16542SD** Abound Sliding Door 65"H x 42"W Select Paint Color Select Grade 1 Paint	 $(P1) .LOFT	 P1 Paint Opts Loft	$1,125.96	$9,007.68
87		4	**HH871224** Electrical Power Harness 24W 3-1 & 2-2 Systems			$99.33	$397.32
88		4	**HH871248** Electrical Power Harness 48W 3-1 & 2-2 Systems			$104.61	$418.44
89		4	**HH871501** Duplex Receptacle Circuit 1 3-1 & 2-2 Systems Select Duplex Color	 .LOFT	 Loft	$21.45	$85.80
90		4	**HH871502** Duplex Receptacle Circuit 2 3-1 & 2-2 Systems Select Duplex Color	 .LOFT	 Loft	$21.45	$85.80

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT
91		6	**HH871503** Duplex Receptacle Circuit 3 3-1 System Only Select Duplex Color	.LOFT	Loft	$21.45	$128.70
92		4	**HH871504** Duplex Receptacle Circuit 4 3-1 & 2-2 Systems Select Duplex Color	.LOFT	Loft	$21.45	$85.80
93		2	**HH871912** Ceiling In-Feed Cable 144" long			$115.17	$230.34
94		8	**HLSLZ5SC60** 48"W External Stiffener Select Color Option	.P	Black	$61.09	$488.72
95		2	**HF23C** Lock Core Replacement Kit Brushed Chrome Select Key Number	.X104E	104E	$25.90	$51.80

OPEN WS Subtotal **$36,515.68**

zfreight

96		1	**FREIGHT** ESI Freight Charges			$45.00	$45.00

zfreight Subtotal **$45.00**

zinstall

97		1	**INSTALL RT** Labor to Receive Deliver and Install per proposal			$9,335.00	$9,335.00

All work during Regular Business Hours
No stair carry
Area to be free and clear
Non-Union Labor

zinstall Subtotal **$9,335.00**

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	E

Subtotal	$65,337.07
GRAND TOTAL	$65,337.07

~Ordering Notes~

* Deposit may be due at time of order
* The applicable tax will be applied at the time of invoicing
* Pricing in this proposal is based on current market conditions and may change due to tariff adjustments or government fees. Any increases before order invoicing could adjust the final pricing.
* Estimated leadtime is subject to the manufactures production / shipping schedules
* This proposal contains Special Order items that are Not Returnable
* Once an order is placed, cancellations are Not Allowed

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	E

TERMS AND CONDITIONS OF PURCHASE
(FURNITURE - ODP BUSINESS SOLUTIONS WORKSPACE INTERIORS)

1. ODP Business Solutions, LLC ("ODP Business Solutions") shall make commercially reasonable efforts to install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate, and ODP Business Solutions obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that ODP Business Solutions will be able to deliver and install portions of the job in phases. Customer will be invoiced for the items as they are delivered and payment will be due as set forth in Section 3 below
2. All prices are firm for thirty (30) days from date of proposal.
3. Payment terms are net twenty (20) days from date of invoice, unless otherwise agreed to and as documented on the order or quote. Customer will be invoiced for items when delivery and installation (if applicable) is complete, and any punch issues are less than 10% of the value of the entire order. In no event shall payment be withheld for delivered products and services. Customer shall pay 90% of the invoice and may withhold 10% until completion of the job. The balance is payable immediately after any outstanding issues are resolved.
4. All orders are subject to credit approval.
5. ODP Business Solutions requires a minimum deposit equaling 50% on all orders over $20,000. Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable as set forth in Section 4 above.
6. All products and materials are subject to applicable taxes, as well as any applicable inbound freight and fabrication charges.
7. An order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.
8. Any quotation for special order products or materials shall be approved by an authorized Customer representative for correct product number, fabric, specifications and quantities. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates.
9. Delivery and installation services are conducted during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If services are requested outside of normal business hours, if special handling or equipment is required, if moving of products other than delivered is required, or if there are any unusual condition not made known to ODP Business Solutions at the time of sale, extra labor charges at prevailing rates may apply.
10. If during installation, additional products are necessary or required to complete the job, such additional products and labor will be charged to Customer at prevailing rates.
11. Floors shall be smooth, level and free from debris.
12. Condition of Jobsite - Customer agrees to have premises available on the requested date of installation and for a reasonable time thereafter for installation during the regular business day. Customer's job site shall be clean, clear, and free of debris prior to installation. Delivery and installation encumbrances which necessitate additional labor will result in extra charges. If installation is to be placed over carpeting, tiles, or other floor covering, Customer hereby assures ODP Business Solutions that all such coverings will be completed prior to time installation is scheduled. The job site shall be free of interference from all trades in the work areas, and if the job site is not free of such trade interference, the delivery and installation shall not proceed until such interference has been eliminated, or other arrangements are agreed to in writing. ODP Business Solutions shall be held harmless and shall not assume liability for job delay due to failure to meet any of the preceding conditions.
13. Jobsite Services. Electric current, light, heat, trash disposal facilities, hoisting and/or elevator service, and adequate facilities for off-loading, staging, moving, and handling of the Furnishings will be furnished without charge to ODP Business Solutions. Customer acknowledges that if the installed Furnishings require electrical hook-ups, outlets, wiring, or other similar services, at Customer's election, ODP Business Solutions may provide such services through licensed subcontractors at an additional fee or Customer shall be responsible for engaging appropriate licensed professionals.
14. Permits are the responsibility of the Customer unless expressly provided in the Proposal.
15. If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer shall pay a warehouse charge payable monthly. Any double handling of a product will be charged at our normal hourly rate.
16. ODP Business Solutions makes no warranties, expressed or implied, as to merchantability or as the suitability of the products for any particular purpose, except those made by the manufacturer of the products. Any claim must be made to ODP Business Solutions in writing within five (5) days after delivery or installation of the products and if no claim is so received by ODP Business Solutions it will be conclusively presumed that Customer has accepted and that the products are as represented.
17. No liability shall accrue against ODP Business Solutions as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.
18. ODP Business Solutions retains, and Customer hereby grants to ODP Business Solutions, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, ODP Business Solutions shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 2% per month (annual percentage rate 24%) will be charged on all past due balances. Customer shall pay all collection costs, including attorneys fee, in the event any claim is referred to a collection agency or attorney.
19. Products shipped directly to Customer shall be the responsibility of Customer except if agreed in writing that ODP Business Solutions will provide delivery and installation services. The receiving Customer is responsible to inspect products and file any necessary freight claims with freight provider.
20. Manufacturer warranties apply for parts only. Labor is not included.
21. All items set forth in the quotation are non-returnable.
22. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
23. Each party shall indemnify and hold harmless the other party from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages and all related costs and expenses, including without limitation reasonable attorneys' fees due to, arising from or relating to the negligent, willful or reckless act or omission of the indemnifying party.
24. These terms and conditions shall be governed by the law of the State of Florida, without regard to conflict of laws principles.

Customer: _____

Customer's Signature: _____

Print Name: _____

Customer PO: _____

Title: _____

Date: _____

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STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND CELLEBRITE, INC FOR A LICENSE TO A FORENSIC SOFTWARE SOLUTIONFOR LAW ENFORCEMENT USE

This Agreement for access to a forensic software platform to perform data extractions ("Agreement") is entered into on the date of the last signature affixed hereto ("Effective Date") by and between Waller County, Texas ("County"), a political subdivision of the State of Texas, and Cellebrite, Inc. ("Contractor" or "Cellebrite"), a Delaware corporation, with its principal place of business at 8065 Leesburg Pike, Suite 302, Vienna, Virginia 22182 (each referred to individually as "Party" and collectively as "Parties").

WHEREAS, the Waller County Commissioners Court is the general contracting authority for County departments, unless specifically provided otherwise by the laws of the State of Texas;

WHEREAS, the Waller County Sheriff's Office ("Sheriff's Office") desires to enter into an agreement with Cellebrite for a license to forensic software that will enable the Sheriff's Office to conduct investigations and obtain data from electronic devices for evidentiary purposes, and for specified products that will enable field-based data extractions;

WHEREAS, Cellebrite desires to provide such products;

WHEREAS, the Waller County Commissioners Court desires to enter into this Agreement for Cellebrite to provide products to the Sheriff's Office;

WEHREAS, the County and Cellebrite desire to enter into this Agreement to clarify and make explicit the rights, duties, and responsibilities between the Parties;

WHEREAS, the County and Contractor have the intent to comply with all applicable laws relative to the purchase;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

SECTION 1. AGREEMENT

1.1 Products to be Provided: Contractor shall provide to the Waller County Sheriff's Office commercially available off-the-shelf licenses to forensic software in accordance with Exhibit A, and otherwise in accordance with this Agreement.

1.2 Contract Documents: The following documents constitute the "Contract Documents":

a. this Agreement;

b. the Quote, attached hereto as Exhibit A; and

c. the Cellebrite Inc. General Terms and Conditions (the "Terms and Conditions"),

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attached hereto as Exhibit B;

d. the End User License Agreement ("EULA"), attached hereto as Exhibit C;

e. the Business Conduct Policy, attached hereto as Exhibit D.

All of the Documents referred to in this Section 1 are incorporated by reference and made a part of this Agreement for all purposes as though each were written word for word in this Agreement.

In interpreting this Agreement and resolving any ambiguities, the Contract Documents shall be given precedence in the following order: 1) this Agreement, 2) the Quote 3) the End User License Agreement, 4) the Cellebrite, Inc. Terms and Conditions, and 5) the Business Conduct Policy.

SECTION 2. DESIGNATED REPRESENTATIVES

2.1 County's Designated Representatives: The County designates the Waller County Sheriff as the Designated Representative with regard to this Agreement.

2.2 Contractor's Designated Representatives: Contractor designates [NAME] as its Designated Representative with regard to this Agreement.

2.3 Changes to Designated Representatives: Either Party may change its Designated Representative(s) by providing written notice to the other Party.

SECTION 3. CONTRACTOR'S OBLIGATIONS

3.1 Access: Contractor shall provide the WCSO with licenses to the software in accordance with this Agreement.

3.2 Quality of Goods: All goods supplied by Contractor must be new and in first class condition, and, if shipped, must be in containers suitable for damage-free shipment and storage. The goods must be warranted in the same manner and to the same extent as normally provided to other customers of Contractor or the product's manufacturer. "Factory seconds," "refurbished," or otherwise inferior items are not acceptable.

3.3 Conditions of Goods: Goods supplied under this Agreement must be delivered in the best possible condition, covered by the product warranties provided by Contractor or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the County.

3.4 Delivery of Goods: The place of delivery for the goods is the Waller County Sheriff's Office located at 100 Sheriff R. Glenn Smith Dr., Hempstead, Texas 77445. The Contractor must notify the County immediately of an anticipated or actual delay in the delivery of the goods.

3.5 Conference and Cooperation: Contractor shall confer with the County or the Designated Representative on an as needed basis and at the request of the County or the Designated Representative to ensure the products are satisfactory, and to address the County or Designated Representatives concerns.

SECTION 4. MODIFICATIONS TO EULA, TERMS AND CONDITIONS, AND BUSINESS CONDUCT POLICY

4.1 EULA Section 6: The parties agree that under the Constitution and laws of the State of

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Texas, the County cannot enter into an Agreement whereby the County agrees to indemnify or hold harmless any other party. Therefore, Section 6 of the EULA is deleted in its entirety.

4.2 EULA Section 8.B: The language of Section 8.B of the EULA is amended to the following:

> "Notwithstanding anything to the contrary, Cellebrite may invoke the disabling code without Customer's consent if (i) Cellebrite reasonably believes that such Software has been, is being, or will be used in violation of Laws; (ii) Cellebrite is required to do so because of a court or regulatory order; (iii) Customer has not paid an outstanding invoice more than sixty (60) days after such invoice is due, or; (iv) Customer has used the Software other than as authorized by Customer's license. Cellebrite shall have no liability to Customer for any good faith invocation of any such disabling code. In the event Cellebrite invokes the use of a disabling code, the Customer may terminate the Agreement. If invoking of the disabling code was not attributable to any action of Customer, Cellebrite reserves the right to cure the disabling and restore the license in a commercially reasonable time. If Cellebrite does not cure timely, then Customer may terminate the Agreement. If the invocation of the disabling code is not attributable to any action of the Customer, Cellebrite shall pay to Customer a prorated refund for any fees that were prepaid by Customer."

4.3 EULA Section 9.B: The language of Section 9.B of the EULA is amended to the following:

> "Termination. Cellebrite may terminate this EULA and revoke the license granted hereunder (i) upon thirty (30) days' prior written notice to Customer if Customer has not cured any material breach of this EULA by the end of such thirty (30) day notice period, or (ii) if Customer has not paid any invoice sixty (60) days after such invoice is due, or (iii) by providing a written notice to be immediately effective in case Cellebrite reasonably determines that it can no longer comply with the terms of the Agreement in accordance with the requirement of any applicable law, rule and/or regulations. Termination of the Agreement in accordance with this Section shall not impose on Cellebrite liability of any kind. Upon termination or expiration of this EULA, (a) Customer shall be responsible for payment for all purchase orders delivered to Customer by Cellebrite before the effective date of termination and (b) Customer shall destroy all copies of any Software under Customer's control or possession. In the event Cellebrite terminates the Agreement for Cellebrite's convenience, Cellebrite shall pay to County a prorated refund for any fees that were prepaid by County."

4.4 EULA Section 10.A.i: The language of Section 10.A.i of the EULA is amended to the following:

> "The Parties agree to meet and discuss any dispute or claim relating to the Agreement prior to seeking any judicial resolution, for a period of at least thirty (30) days, during which either party may request confidential mediation. If either party requests confidential mediation, the Parties shall conduct a minimum of two (2) days of confidential mediation with a neutral mediator to be mutually agreed upon by the Parties."

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4.5 EULA Section 10.A.ii: The language of Section 10.A.ii of the EULA is amended to the following:

> "This Agreement and any disputes or claims arising hereunder are governed by the Laws of, and subject to the exclusive jurisdiction of, the country of incorporation of the Cellebrite entity that sold any Product or licensed any Software to Customer, without giving effect to any choice of Law rules or principles. In case of sales or licenses in the United States of America, this Agreement and any disputes or claims arising hereunder are governed by the laws of the State of Texas and subject to the exclusive jurisdiction of the federal or state courts in Texas, without giving effect to any conflict of Law rules or principles. The jurisdiction of any dispute brought under state law shall be in Waller County, Texas. Notwithstanding anything to the contrary, in the vent that the entity that sold any Product or licensed any Software to the Customer is Cellebrite GmbH, this Agreement shall be governed by and construed in accordance with the law of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English courts and, without giving effect to any conflict of Law rules or principles. The United Nations Convention on Contracts for the International Sale of Goods (except that sales or licenses in the United States of America shall not exclude the application of General Obligations Law 5-1401), and the Uniform Computer Information Transactions Act do not apply to this Agreement. Cellebrite may, at its sole discretion, initiate any dispute or claim against Customer, including for injunctive relief, as provided in this Agreement and as permitted by applicable Law"

4.6 EULA Section 10.B: The language of Section 10.B of the EULA is amended to the following:

> "Cellebrite will only provide litigation support or testimony related to this Agreement if Cellebrite is compensated for its participation, including all travel expense, attorneys' fees, and other applicable amounts. Customer shall only pay travel fees in accordance with the Waller County Travel Policy. Purchaser will contact Cellebrite for a quote."

4.7 T&C Section 3.2: The language of Section 3.2 of the Terms and Conditions is amended to the following:

> "Changes to any Purchase Order require: (i) sufficient advance notice for Cellebrite to make the necessary modifications and (ii) written confirmation from Cellebrite for such modification to the Purchase Order. The Parties will confirm in writing any changes in the Price per Unit or delivery schedule of the Product."

4.8 T&C Section 3.4: The language of Section 3.4 of the Terms and Conditions is amended to the following:

> "Licensee may cancel a Purchase Order in whole or in part by giving Cellebrite a written notice in this respect no later than forty-five (45) days prior to the designated delivery date. In the event Licensee cancels a

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Purchase Order or any part thereof, Cellebrite shall reimburse Licensee for the relative part of the Total Purchase Price (as defined below) paid by Licensee for the Products."

4.9 T&C Section 4.2: The language of Section 4.2 of the Terms and Conditions is amended to the following:

"Licensee shall pay Cellebrite the total price as set forth in the Purchase Order ("**Total Purchase Price**"). Cellebrite may charge Licensee for any modifications made to an accepted Purchase Order at the request of Licensee, including changes in the proposed delivery schedule."

4.10 T&C Section 4.4: The language of Section 4.4 of the Terms and Conditions is amended to the following:

"Payment for the Products under any confirmed PO shall be in accordance with the payment terms set forth in the Quote. Failure to make due payment in accordance with the terms of the Quote may cause Cellebrite to apply an interest charge of up to one and one-half percent (1.5%) per month (but not to exceed the maximum lawful rate) on all amounts which are not timely and duly paid, accruing daily and compounding monthly from the date such amounts were due."

4.11 T&C Section 6.2: The language of Section 6.2 of the Terms and Conditions is amended to the following:

"Licensee warrants, represents and undertakes that: (i) it has obtained, prior to the consummation of this Agreement, all approvals, permits, licences, consents, authorisations, registrations, permissions, notices, certifications, rulings, orders, judgements and other authorisations from any applicable data subject, employee, employee representative body, regulatory authority, or third party entity or person necessary for the use of the Product and/or the Software by Licensee or for Cellebrite to perform or provide any services related to the Product and/or the Software ("**Permissions**") which include, rights for Cellebrite to use, access, intercept, analyse, transmit, copy, modify, and store, all of the intellectual property rights, Personal Information ("**Personal Data**"), confidential information, or other data or information that may be used, accessed, intercepted, transmitted, copied, modified or stored by Cellebrite to perform or provide any Services; (ii) the execution, delivery and performance of this Agreement have been duly authorised by all necessary corporate actions **;**(iii) neither the execution and delivery of this Agreement, nor compliance by it with the terms and provisions hereof and thereof, will conflict with, or result in a breach of any judgment, order, writ, decree, statute, rule, regulation or restriction**;** (iv) its performance of its obligations in accordance with the terms of the Agreement will not breach any agreement by which it is bound, or violate or infringe any law or any copyrights; (v) it shall use reasonable endeavours to provide such information and assistance which is reasonably required to fulfil Cellebrite's obligations under the Agreement; and (vi) it has the right to be

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in possession of, access, interact with and otherwise use, all devices, equipment, programmes, data and media (including any telecommunications systems) that are being used in connection with the Product and/or the Software and that the use of the Product and/or the Software, including any instructions given to Cellebrite in connection with the same, is made in compliance with all applicable laws; and (vii) all information provided by it to Cellebrite during the term of the Agreement shall, to the best of its knowledge, be complete and accurate in all material respects, and that it is entitled to provide the information to Cellebrite for its use as contemplated under the Agreement."

4.12 T&C Section 6.3.2: The language of Section 6.3.2 of the Terms and Conditions is amended to the following:

"obtain and retain, only for as long as necessary to complete the support, personal data on the devices and programmes, data and media contained on them;"

4.13 T&C Section 6.5: The language of Section 6.5 of the Terms and Conditions is deleted in its entirety.

4.14 T&C Section 7.4: The language of Section 7.4 of the Terms and Conditions is amended to the following:

"Cellebrite may modify the list of Restricted Territories in its sole discretion, provided that such modification is made to be consistent with then current laws, regulations, or sanctions. Cellebrite will notify Licensee of any such modifications."

4.15 T&C Section 7.5: The language of Section 7.5 of the Terms and Conditions is amended to the following:

Both Parties shall comply with Cellebrite's Business Conduct Policy available at http://legal.cellebrite.com/intl/Business_Conduct_Policy.htm. Notwithstanding the foregoing, Customer shall not be liable for damages to Cellebrite for any of Customer's actions or inactions with respect to Cellebrite's Business Conduct Policy. If a Party breaches the Business Conduct Policy, the non-breaching Party may terminate this Agreement by giving ten (10) days' prior written notice to the breaching Party.

4.16 T&C Section 8.3: The language of Section 8.3 of the Terms and Conditions is amended to the following:

"Neither Party, nor their subsidiaries and Affiliates shall (i) offer, promise or grant any benefit to a public official for that person or a third party for the discharge of a duty; (ii) offer, promise or grant an employee or an agent of a business for competitive purposes a benefit for itself or a third party in a business transaction as consideration for an unfair preference in the purchase of goods or commercial services; (iii) demand, allow itself to be promised or to accept a benefit for itself or another in a business transaction as consideration for an unfair preference to another in the competitive purchase of goods or commercial services, and; (iv) violate any

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applicable anticorruption regulations and, if applicable, not to violate the US Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act or any other applicable antibribery or anti-corruption law. Licensee further represents, covenants and warrants that it has, and shall cause each of its subsidiaries and/or Affiliates to, maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law."

4.17 T&C Section 8.4: The language of Section 8.4 of the Terms and Conditions is amended to the following:

"Upon either Party's request, the other Party will confirm in writing that it complies with Section 8 and is not aware of any breaches of the obligations under this Section. If either Party reasonably suspects that the other Party is not complying with Section 8 then, after notifying the other Party regarding the reasonable suspicion, the suspecting Party may demand that the other Party, in accordance with applicable law, permit and participate in - at its own expense - auditing, inspection, certification or screening to verify the other Party's compliance with this Section."

4.18 T&C Section 8.5: Section 8.5 of the Terms and Conditions is deleted in its entirety.

4.19 T&C Section 8.7: Section 8.7 of the Terms and Conditions is deleted in its entirety.

4.20 T&C Section 8.8: Section 8.8 of the Terms and Conditions is deleted in its entirety.

4.21 T&C Section 11.1: The language of Section 11.1 of the Terms and Conditions is amended to the following:

"Cellebrite may list Licensee as one of Cellebrite's customers."

4.22 T&C Section 11.3: The language of Section 11.3 of the Terms and Conditions is amended to the following:

"Cellebrite may terminate this Agreement: (i) for its convenience by giving the other thirty (30) days' prior written notice; (ii) by giving the other Party a written notice to be effective upon ten (10) days' prior written notice in case the other causes a material or continuous breach hereof ("continuous" meaning two or more occurrences of the same breach). Upon termination of the Agreement, for any reason, Licensee shall allow Cellebrite reasonable access to its premises for the purposes of de-installation and transfer of the Product. Cellebrite may terminate the Agreement and revoke the license granted hereunder by giving the other Party a written notice to be immediately effective in case Cellebrite reasonably determines that it can no longer comply with the terms of the Agreement in accordance with the requirement of any applicable law, rule and/or regulations. All notices must otherwise be in accordance with the terms of the Agreement."

4.23 BCP Section 6.3: Section 6.3 of the Business Conduct Policies is deleted in its entirety.

SECTION 5. CONTRACT PRICE

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5.1 Compensation: In consideration of the services to be performed by the Contractor under the terms of this Agreement, the County shall pay Contractor a fee for products provided in accordance with Exhibit A in an amount not to exceed twenty-eight thousand seven hundred and sixty-five dollars ($28,765.00).

5.2 Invoices: Contractor shall submit an invoice to the County for payment to be provided hereunder.

5.3 Payment: The County agrees to pay Contractor for goods and services in the amount identified in Section 5.1 according to the terms and conditions of this Contract. The County shall pay all valid invoices in accordance with Texas Government Code Chapter 2251. The County will not pay an invoice in full if there is a dispute about the accuracy of the invoice.

SECTION 6. TERM AND TERMINATION

6.1 Agreement Term: This Agreement shall begin on May 14, 2026 and terminate on May 13, 2027 (the "Term"), unless either Party terminates this Agreement earlier in accordance with its terms.

6.2 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.

6.3 Termination for Failure to Perform: Either Party may terminate this Agreement if the other Party fails to perform in accordance with the terms of this Agreement, provided that the failure to perform is at no fault of the terminating Party.

6.4 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice and without the opportunity to cure if Contractor, or any of its parent or subsidiary business entities responsible for providing services under the Agreement become insolvent or files any petition for bankruptcy.

6.5 Termination for Cause or Convenience: The County may terminate this Agreement for cause or convenience, and without penalty, by providing written notice to the Contractor in accordance with Section 6.6. The notice must state the reasons for such termination. The Agreement will continue in force during the thirty (30) day notice period.

6.6 Notice of Termination: The terminating Party shall provide thirty (30) days written notice of termination to the other Party as provided in Section 13.14.

6.7 Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Agreement will terminate on the date specified in the written termination notice, or if no date is specified, on the thirtieth (30^{th}) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.

6.8 Termination Without Penalty: Contractor shall not be entitled to any damages, whether direct or indirect, should the County choose to exercise its option to terminate.

6.9 Notwithstanding the foregoing, Cellebrite does not provide refunds unless the termination is for Cellebrite's breach or Cellebrite's convenience**.**

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SECTION 7. NO EXCLUSION OR PAYMENT

7.1 No Exclusion or Payment: Contractor understands and agrees that this Agreement does not create an exclusive right for Contractor.

SECTION 8. RECORDS AND AUDITS

8.1 Records and Audits: The County and the Waller County Auditor shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions relating to this Agreement. The County shall give Contractor reasonable advance notice of intended inspections or audits. Contractor shall maintain records necessary for the County or the County Auditor to complete an audit, and to comply in all respects with any request by the County or the County Auditor for records and documents for the purpose of performing an audit.

SECTION 9. INTERPRETATION

9.1 Interpretation: This Agreement controls over any other document, order form, purchase order, terms, or conditions in regard to the services to be performed hereunder.

SECTION 10. COMPLIANCE WITH LAWS AND REGULATIONS.

10.1 Compliance with Laws and Regulations: Contractor shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the products to be provided.

SECTION 11. INDEPENDENT CONTRACTOR.

11.1 Independent Contractor: In performing the services under this Agreement, Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Agreement, in cooperation with the County, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Agreement or act of the Contractor in the performance of this Agreement shall be construed as making Contractor or its employees an agent, servant, or employee of the County in any capacity or form.

SECTION 12. INSURANCE REQUIREMENTS

12.1 Insurance Limits and Required Certificates: Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of Cellebrite, Inc., the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company authorized to do business in the State of Texas, and shall be of the following types and limits:

a. Workers Compensation in accordance with the laws of the State of Texas.

b. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

c. Comprehensive general liability insurance with a limit of not less than $1,000,000

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each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.

d. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with minimum limits of not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

12.2 Additional Insured: Contractor's insurance policies that cover performance under this Agreement shall name the County as an additional insured but only to the extent of the liabilities assumed by Contractor under this Agreement.

12.3 Certificates of Insurance: Contractor shall provide the County with certificates of such insurance within thirty (30) days of the Effective Date, and the certificates shall indicate insurance coverage as of the Effective Date.

12.4 No Decrease in Liability: The County's acceptance of the certificates of insurance shall not relieve or decrease Contractor's liability.

12.5 No Lapse: Contractor shall not allow a lapse in the insurance coverage specified in this Agreement during the Term.

SECTION 13. MISCELLANEOUS PROVISIONS

13.1 Recitals: The Recitals are incorporated into this Agreement.

13.2 Jurisdiction and Venue: This Agreement is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Agreement shall be in a court of competent jurisdiction in Waller County, Texas. This Agreement is made and is to be performed in Waller County, Texas.

13.3 No Waiver: No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. Either Party's failure to require strict performance of any provision of this Agreement does not waive or diminish the that Party's right thereafter to demand strict compliance with that or any other provision. Neither Party's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. Neither Party, nor its employees, officers, and officials waive, modify, or alter to any extent any of their defenses, immunities, or remedies.

13.4 Force Majeure: Neither Party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of services resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications, or Internet equipment or service, or other catastrophes, or any other occurrences which are reasonably beyond a Party's control. The Parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the Part seeking relief under this provision. The Party seeking relief due to

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force majeure is required to promptly notify the other Party in writing, citing the details of the force majeure event and the relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either Party to this Agreement, causes solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.

13.5 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

13.6 Entire Agreement: This Agreement, together with all of its exhibits, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by both Parties.

13.7 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Agreement.

13.8 Tax Exempt: The County is tax-exempt, and will not pay a tax from which it is exempt. Tax exempt paperwork may be provided upon written request.

13.9 No Arbitration: A dispute arising under this Agreement shall not be subject to arbitration.

13.10 Waiver of Subrogation: Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as indirect parties to any suit arising out of personal or property damages resulting from Contractor's, its employees', or permitted subcontractors' performance under this Agreement but only to the extent of the liabilities assumed by Contractor under this Agreement.

13.11 No Third-Party Beneficiaries: This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.

13.12 Authority to Sign: Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.

13.13 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Agreement. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any

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of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

13.14 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:	To Contractor:
Waller County Judge 836 Austin St., Suite 4300 Hempstead, Texas 77445	Attn: Legal Department 1861 Internation Dr McLean, VA 22102

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, this Agreement has been entered into as of the last date of signature affixed hereto.

COUNTY	**CONTRACTOR**
WALLER COUNTY, TEXAS a political subdivision of the State of Texas	**CELLEBRITE, INC.** a Delaware limited liability company
	Signed by: Danny O'Donnell 4B96A74D1D61415...
Carbett "Trey" Duhon, III County Judge	NAME Danny O'Donnell TITLE Director of Sales
Date	Date
ATTEST	**ATTEST**
Debbie Hollan County Clerk	NAME TITLE

EXHIBIT A

Cellebrite Inc.
1861International Drive, 3rd Floor
McLean VA 22102

Tel. +1 800 942 3415
Fax. +1 201 848 9982
Tax ID#: 22-3770059
DUNS: 033095568
CAGE: 4C9Q7
Company Website:
http://www.cellebrite.com

Quote

Quote#: Q-495043-1
Date: Jan 27, 2026

Billing Information
Waller County Sheriff's Office
100 Sheriff R Glenn Smith Dr
Hempstead, Texas 77445
United States

Contact: John Garner
Phone: +1 9798268282

Delivery Information
John Garner
100 Sheriff R Glenn Smith Dr
Hempstead, TX 77445
United States

Contact: John Garner
Phone: +1 9798268282

Wire To:
Bank Routing Number: 021000021
Account Number: 761020590
Account Name: Cellebrite Inc.

Check Remittance (Only for NA):
Cellebrite Inc. ,
PO BOX 23551
New York, NY, 10087-3551

End Customer: Waller County Sheriff's Office

Customer ID	Good Through	Payment Terms	Currency	Sales Rep
SF-00094803	May 13, 2026	Net 30	USD	Caroline Scamell

#	Product Code	Product Name	Qty	Start Date	End Date	Net Price\Unit	Net Price
1	B-CNR-05-001	Inseyets Online Pro	1	May 14, 2026	May 13, 2027	15,030.00	15,030.00
2	S-UFD-20-003	Inseyets Pro UFED Subscription	1	May 14, 2026	May 13, 2027		
3	S-UFD-20-006	Inseyets Pro PA Subscription	1	May 14, 2026	May 13, 2027		
4	S-UFD-04-040	Smart Translator, single language translation	1	May 14, 2026	May 13, 2027		
Number of Languages: 3							
5	F-UFD-07-010	Touch Getac K120	1				
6	S-AIS-20-001	Inseyets Online Limited Unlocks subscription	40	May 14, 2026	May 13, 2027	341.25	13,650.00

SubTotal	USD 28,680.00
Shipping & Handling	USD 85.00
Sales Tax	USD 0.00
Total	USD 28,765.00

Comments:

Terms and Conditions:
- This Quote/Proforma Invoice/Tax Invoice, together with the terms and conditions and license agreement listed below that are incorporated by reference to this Quote/Proforma Invoice (together, the "Agreement"), constitute an offer by Cellebrite. By signing this the Quote/Proforma Invoice, issuing a purchase order (or other ordering document) in connection with this the Quote/Proforma Invoice, or downloading and/or using the products identified in this the Quote/Proforma Invoice/Tax Invoice, the customer agrees to be bound by the terms of this Agreement. Any additional or different terms or conditions contained in any customer document, purchase order or other ordering document will not be binding upon Cellebrite unless expressly accepted in a document signed by a Cellebrite authorized signatory.
- Quote is subject to regulatory approval.

- Freight Terms: FCA (NJ)
- General: The following terms shall apply to any product at http://legal.cellebrite.com/us/index.html
- EULA: All Cellebrite Software is licensed subject to the end user license agreement available at https://legal.cellebrite.com/End-User-License-Agreement.html

- Premium and Inseyets Unlocks: The following terms shall apply only to Cellebrite Premium and Inseyets Unlocks at http://legal.cellebrite.com/intl/PremiumUS.htm

~~In the event of any dispute as to which terms apply, Cellebrite shall have the right to reasonably determine which terms apply to a given purchase order.~~ Intentionally deleted.
Please indicate the invoice number when remitting payment

*SALES TAX DISCLAIMER: Cellebrite Inc. is required to collect Sales and Use Tax for purchases made from the following certain U.S. States. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Where applicable, Cellebrite Inc. will charge sales tax unless you have a valid sales tax exemption certificate on file with Cellebrite Inc. Cellebrite Inc. will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you are exempt from sales tax, you must provide us with your sales tax exempt number and fax a copy of your sales tax exempt certificate to Cellebrite Inc.
Please include the following information on your PO for Cellebrite UFED purchase:
- Please include the ORGINAL QUOTE NUMBER (For example - Q-XXXXX) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

I, the undersigned, hereby confirm that I am authorized to sign this Quote/Proforma Invoice on behalf the customer identified above, and I hereby approve that my signature is legally binding upon the customer identified above.

Customer Name: Waller County Sheriff's Office

Signature: _____ **Effective Date:** _____/_____/_____

Name (Print): _____ **Title:** _____

Please sign and email to Caroline Scamell at caroline.scamell@cellebrite.com

EXHIBIT B

CELLEBRITE INC.
GENERAL TERMS AND CONDITIONS

1. Definitions

1.1. In addition to the definitions contained in the End User License Agreement available at https://legal.cellebrite.com/End-User-License-Agreement.html ("**EULA**"), the terms of which are incorporated by reference herein, in these General Terms and Conditions (the "**GTC**"):

1.1.1. "**Licensee**" shall mean the contracting party of the which purchase from Cellebrite the Products under the Purchase Order.

1.1.2. "**Person**" shall mean and include an individual, a partnership, a joint venture, a corporation, a limited liability company, a limited liability partnership, a trust, an incorporated organization and a governmental or regulatory authority.

1.1.3. "**Personal Information**" means any information that can identify an identifiable person, and includes, but is not limited to: (a) an individual's name together with address, Social Security Number, Tax identification number, driver's license number, identification card number, phone number, date of birth, password or other security credentials or other information that can identify an individual; (b) credit, debit or other payment card information, bank account or other financial institution information, credit history, credit reports or other financial information; (c) Licensee proprietary network information, including without limitation call and message detail, type and use of products or services, account numbers, identifying numbers of wireless devices or other information related to telecommunications usage; and, (d) compensation or benefits information, protected health information, marital status, number of dependents, background checks, disciplinary action or other information related to employment.

1.1.4. "**Purchase Order**" or "**PO**" shall mean a purchase order submitted by Licensee to Cellebrite.

1.1.5. "**Quote**" shall mean a Quote issued by Cellebrite pursuant to this Agreement.

1.1.6. "**Restricted Territories**" shall mean any of those jurisdictions or territories that are (i) subject or target of sanctions or terrorist-supporting territories, including, without limitation, Iran, Iraq, Somalia, Syria, Libya, Lebanon, Palestinian territories, North Korea, Sudan, Yemen, Cuba, Venezuela, Pakistan and the Crimea region, or (ii) regulated territories in which Licensee does not have the licences, permits, authorizations and approvals that are required by all applicable laws issued by the relevant regulatory authority to carry out Licensee's business activity using the Product and/or the Software.

1.2. In these GTC, unless the context otherwise requires: (i) words expressed in the singular shall include the plural and vice versa, (ii) words expressed in the masculine shall include the feminine and neutral gender and vice versa; (iii) references to Sections are references to sections of these GTC, and; (iv) references to "day" or "days" are to business days, which shall be any day, other than a Saturday or Sunday or a day on which banks located in the United States shall be authorised or required by law to close.

2. Scope and Purpose

2.1. The Agreement shall apply to any acquisition of Products by Licensee from Cellebrite. In the event

of any conflict, ambiguity, or inconsistency between the provisions of the Agreement and any other document, such as a Licensee-issued PO, the following order of precedence shall apply: (1) the Agreement; (2) a Confirmed PO; and (3) the terms of any other Cellebrite-issued document relating to the Product. Licensee's preprinted terms, URL's, or hyperlinks in any document shall not be binding on the Parties nor modify this Agreement, and are expressly rejected, regardless of when issued by Licensee and/or received by Cellebrite, or even if signed by Cellebrite. Should such document contain language that purports to supersede and/or control over this Agreement, the Parties expressly acknowledge and agree that such document shall have no such legal effect between the Parties. Any deviations from the Agreement, unless they are made in writing and executed by a duly authorised officer of Cellebrite, shall be void and unenforceable.

2.2 **Services for Pathfinder Teams Licensees:**

2.2.1. "**Included Pathfinder Teams Annual Services**" shall mean services to be provided to Pathfinder Teams Licensees with respect to new (other than renewals) Pathfinder Teams Licenses issued under Quotes dated 1 January 2022 onwards; Such services may include first installation assistance and/or web-based training or guidance and/or implementation, all as defined and/or as shall be defined from time to time by Cellebrite's at its sole and absolute distraction.

2.2.2. During the License Term, Pathfinder Teams Licensee shall be entitled to up to 2 (two) consecutive days (maximum 8 hours per each day) of Included Pathfinder Teams Annual Services per year, on a non-accumulative basis. The Included Pathfinder Teams Annual Services shall be provided to Pathfinder Teams Licensee remotely or on-site - at Cellebrite's sole and absolute discretion. Upon Pathfinder Teams Licensee written request to receive the annual Included Pathfinder Teams Annual Services, Cellebrite's and the Pathfinder Teams Licensee shall mutually determine regarding the dates of executions of the annual Included Pathfinder Teams Annual Services. Non-consumption of any Included Pathfinder Teams Annual Services by the Pathfinder Teams Licensee during the License Term, for any reason, shall not entitle the Pathfinder Teams Licensee to any refund and/or reduction of the quoted price and/or any other rights deriving from the non-consumption of the Included Pathfinder Teams Annual Services.

3. Purchase Orders

3.1. Purchase Order. Licensee will issue Purchase Orders to Cellebrite specifying: (i) quantities of each Product; (ii) price per unit for each Product (in accordance with the terms agreed upon hereunder) ("**Price per Unit**") and license fees; (iii) desired date for collection of the Products; (iv) shipping instructions; and (v) any other data or information requested by Cellebrite.

3.2. Purchase Order Amendments. Changes to any Purchase Order require: (i) sufficient advance notice for Cellebrite to make the necessary modifications and (ii) written confirmation from Cellebrite for such modification to the Purchase Order. The Parties will confirm in writing any changes in the Price per Unit or delivery schedule of the Product. The Licensee will reimburse Cellebrite for all costs and expenses incurred by Cellebrite in connection with amendment of the Purchase Order.

3.3. Purchase Order Confirmation. Cellebrite shall provide a written response to each Purchase Order within seven (7) business days following the receipt of a Purchase Order. In the event Cellebrite fails to respond to Licensee within said period, the Purchase Order shall be deemed accepted ("**Confirmed PO**").

3.4. Purchase Order Cancellation and Reimbursement of Charges. Licensee may cancel a Purchase Order in whole or in part by giving Cellebrite a written notice in this respect no later than forty-five (45) days prior to the designated delivery date. In the event Licensee cancels a Purchase Order or any part thereof, Cellebrite shall reimburse Licensee for the relative part of the Total Purchase Price (as defined below) paid by Licensee for the Products. Cellebrite may reduce

any sums to be reimbursed to reflect the costs of material which cannot otherwise be consumed or used in the next three (3) months by Cellebrite in the course of its business.

4. Prices and Purchase Price

4.1. Price List. Cellebrite may, at its sole discretion, change its price lists or add or remove products from the price lists. Changes in price lists shall take effect within thirty (30) days from the date of notification to Licensee. It is hereby clarified that changes in price lists shall not apply to Products underlying a Confirmed PO, however, price list changes will apply to any Confirmed PO if Licensee has requested an amendment to the Confirmed PO and the amendment has not been accepted by Cellebrite at the time of the price list change.

4.2. Total Purchase Price. Licensee shall pay Cellebrite the total price as set forth in the Purchase Order ("**Total Purchase Price**"). Cellebrite may charge Licensee for any modifications to an accepted Purchase Order, including changes in the proposed delivery schedule.

4.3. Quoted Price. Unless otherwise agreed in writing, all prices quoted in the Purchase Order ("**Quoted Price**") shall be paid by Licensee to the account(s) indicated by Cellebrite. All payments shall be made in US currency or other currency mutually agreed by the Parties. The payment is considered made at the date when the amounts effectively reach Cellebrite's bank account. The Quoted Price does not include transportation, insurance, federal, state, local, excise, value-added, use, sales, property (ad valorem), and similar taxes or duties In addition to the Quoted Price, Licensee shall pay all taxes, fees, or charges imposed by any governmental authority. If Cellebrite is required to collect the foregoing, Licensee will pay such amounts promptly unless it has provided Cellebrite with a satisfactory valid tax exemption certificate authorized by the appropriate taxing authority.

4.4. Terms of Payment and Default Interest. Payment for the Products under any confirmed PO shall be in accordance with the payment terms set forth in the Quote. Failure to make due payment in accordance with the terms of the Quote may cause Cellebrite to apply an interest charge of up to one and one-half percent (1.5%) per month (but not to exceed the maximum lawful rate) on all amounts which are not timely and duly paid, accruing daily and compounding monthly from the date such amounts were due. Licensee shall reimburse Cellebrite for all costs and expenses incurred by Cellebrite in connection with the collection of overdue amounts, including attorneys' fees. Licensee shall not be permitted to set off any deductions against any amounts due to Cellebrite.

5. Delivery

5.1. Delivery Obligations. Delivery obligations of Cellebrite (including the delivery location and time period) shall be as set forth in the Quote. The Product shall be free from any pledge, lien, charge, hypothecation, encumbrance or other security interest upon its delivery to Licensee.

5.2. Transfer of Risk and Title. The transfer of the risk regarding the hardware (not the Software) shall pass to Licensee upon delivery. Only upon full payment of Licensee to Cellebrite the title of the hardware (not Software) shall pass to Licensee.

6. Representations and Warranties

6.1. Each Party warrants, represents, and undertakes that it has and shall continue to have full ability, capacity, and authority required by law or otherwise to enter into and to perform its obligations under the Agreement in a reliable and professional manner.

6.2. Licensee warrants, represents and undertakes that: (i) it has obtained, prior to the consummation of this Agreement, all approvals, permits, licences, consents, authorisations, registrations, permissions, notices, certifications, rulings, orders, judgements and other authorisations from any applicable data subject, employee, employee representative body, regulatory authority, or third party entity or person necessary for the use of the Product and/or the Software by Licensee or for Cellebrite to perform or provide any services related to the Product and/or the

Software ("**Permissions**") which include, rights for Cellebrite to use, access, intercept, analyse, transmit, copy, modify, and store, all of the intellectual property rights, Personal Information ("**Personal Data**"), confidential information, or other data or information that may be used, accessed, intercepted, transmitted, copied, modified or stored by Cellebrite to perform or provide any Services; (ii) the execution, delivery and performance of this Agreement have been duly authorised by all necessary corporate actions; (iii) neither the execution and delivery of this Agreement, nor compliance by it with the terms and provisions hereof and thereof, will conflict with, or result in a breach of any judgment, order, writ, decree, statute, rule, regulation or restriction; (iv) its performance of its obligations in accordance with the terms of the Agreement will not breach any agreement by which it is bound, or violate or infringe any law or any copyrights; (v) it shall use reasonable endeavours to provide such information and assistance which is reasonably required to fulfil Cellebrite's obligations under the Agreement; and (vi) it has the right to be in possession of, access, interact with and otherwise use, all devices, equipment, programmes, data and media (including any telecommunications systems) that are being used in connection with the Product and/or the Software and that the use of the Product and/or the Software, including any instructions given to Cellebrite in connection with the same, is made in compliance with all applicable laws; and (vii) all information provided by it to Cellebrite during the term of the Agreement shall be complete and accurate in all material respects, and that it is entitled to provide the information to Cellebrite for its use as contemplated under the Agreement.

6.3. Where necessary for, or incidental to, any servicing by Cellebrite of the Product and/or Software, Licensee authorises Cellebrite to:

6.3.1. access all devices and all programmes, data and media contained on them;

6.3.2. obtain and retain personal data on the devices and programmes, data and media contained on them;

6.3.3. access and intercept communications on the devices and programmes, data and media contained on them; and

6.3.4. use technology or other means to circumvent measures designed to prevent unauthorised access to devices and all programmes, data and media contained on them, including where such measures are designed to protect copyright works.

6.4. Licensee shall provide to Cellebrite in a timely manner the following documents, information, items, written evidence and materials in any form (whether owned by Licensee or third party) and ensure that they are accurate and complete in all material respects:

6.4.1. Licensee's IT Policy;

6.4.2. Licensee's Acceptable Use Policy;

6.4.3. Licensee's "Bring Your Own Device" Policy; and

6.4.4. evidence that Licensee's has obtained all Permissions required to permit Cellebrite to perform its service obligations under the Agreement.

6.5. Licensee shall also:

6.5.1. implement appropriate measures and policies to mitigate the risks of the Licensee's employees, agents, subcontractors or consultants reporting any activities that form part of the services provided by Cellebrite under this Agreement directly to any law enforcement authority; and

6.5.2. immediately notify Cellebrite if Licensee becomes aware that any of Licensee's employees, agents, subcontractors or consultants have reported any activities that form part of the services provided by Cellebrite under this Agreement directly to any law enforcement authority.

7. Responsibility

7.1. Subject to the terms of the Agreement and any ancillary documents thereto, each Party is responsible to the other Party for damages it may cause to the other Party by its willful acts and for its failure to fully or duly perform the conditions hereof.

7.2. Licensee will not, directly or indirectly, use, resell, deliver, transfer, lend, or otherwise make available the Product and/or the Software to any of Cellebrite's competitors.

7.3. Licensee will not directly or indirectly use the Product and/or the Software, or otherwise resell, deliver, transfer, lend, contribute or otherwise make available the Product and/or Software to any party, person or entity in connection with any terrorist activity or activity or business in any of the Restricted Territories in violation of sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") or the U.S. Department of State (including, without limitation, the designation as a "specially designated national" or "blocked person"), the United Nations Security Council ("UNSC"), the European Union, Her Majesty's Treasury or other relevant economic sanctions authority.

7.4. Cellebrite may modify the list of Restricted Territories in its sole discretion. Cellebrite will notify Licensee of any such modifications.

7.5. Both Parties shall comply with Cellebrite's Business Conduct Policy available at http://legal.cellebrite.com/intl/Business_Conduct_Policy.htm. If a Party breaches the Business Conduct Policy, the non-breaching Party may terminate this Agreement by giving ten (10) days' prior written notice to the breaching Party.

8. Compliance

8.1. Licensee is obligated to comply with the law applicable in connection with the business relationship with Cellebrite. Licensee will comply with Cellebrite's Business Conduct Policy.

8.2. Licensee represents warrants and covenants that it shall not engage in any deceptive, misleading, illegal or unethical practices that may be detrimental to Cellebrite or to any of Cellebrite's products, including but not limited to the Product or the Software and shall only use the Products or Software in compliance with all applicable laws and regulations (including, without limitation, data protection, privacy, computer misuse, telecommunications interception, intellectual property, and import and export compliance laws and regulations or the applicable foreign equivalents).

8.3. Licensee and its subsidiaries and Affiliates will not (i) offer, promise or grant any benefit to a public official for that person or a third party for the discharge of a duty; (ii) offer, promise or grant an employee or an agent of a business for competitive purposes a benefit for itself or a third party in a business transaction as consideration for an unfair preference in the purchase of goods or commercial services; (iii) demand, allow itself to be promised or to accept a benefit for itself or another in a business transaction as consideration for an unfair preference to another in the competitive purchase of goods or commercial services, and; (iv) violate any applicable anticorruption regulations and, if applicable, not to violate the US Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act or any other applicable antibribery or anti-corruption law. Licensee further represents, covenants and warrants that it has, and shall cause each of its subsidiaries and/or Affiliates to, maintain systems of internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law.

8.4. Upon Cellebrite's request, Licensee will confirm in writing that it complies with Section and is not aware of any breaches of the obligations under this Section. If Cellebrite reasonably suspects that Licensee is not complying with Section then, after notifying Licensee regarding the reasonable suspicion, Cellebrite may demand that Licensee, in accordance with applicable law, permit and participate in - at its own expense - auditing, inspection, certification or screening to verify Licensee's compliance with this Section. Any such inspection can be executed by Cellebrite or its third party representative.

8.5. In the event Licensee is in contact with a Government Official concerning Cellebrite, discussing or negotiating, or Licensee engages a third party to do so, Licensee is obligated (i) to inform Cellebrite in advance and in writing, clearly defining the scope of the interaction, (ii) upon request, to provide Cellebrite with a written record of each conversation or meeting with a Government Official and (iii) to provide Cellebrite monthly a detailed expense report, with all original supporting documentation. A "Government

Official" is any person performing duties on behalf of a public authority, government agency or department, public corporation or international organization.

8.6. Cellebrite may immediately terminate this Agreement and any applicable Purchase Orders if Licensee violates its obligations under this Section. Nothing contained in this Section shall limit any additional rights or remedies available to Cellebrite.

8.7. Licensee shall indemnify Cellebrite and Cellebrite's employees from any liability claims, demands, damages, losses, costs and expenses that result from a culpable violation of this Section by Licensee.

8.8. Licensee will pass on the provision of this Section to its affiliates and bind its affiliates accordingly and verify the compliance of its subsidiaries or affiliates with the provisions of this Section.

9. Force Majeure

9.1. Neither party will be liable for delays in performance caused by any unforeseeable and unpreventable circumstance or event beyond the party's reasonable control that interferes with the performance of the Agreement ("**Force Majeure**"). Force Majeure includes, but is not limited to, acts of God, war (whether declared or undeclared), terrorism, strikes, fires, accidents, floods, civil disturbance and natural disasters. Upon the ceasing or termination of Force Majeure, the Parties shall resume their responsibilities under the terms of the Purchase Order and related agreements within 7 days (or, if the same is not possible, within reasonable period of time).

9.2. A party seeking the protection of Section 9.1 shall provide written notice to the other party within five (5) days of the beginning of the Force Majeure event.

10. Export

10.1. The Parties acknowledge that the Product and/or the Software is or may be subjected to regulations on customs, export or import control and/or re-export regulations applicable in the United States, the European Union and its member countries, and/or other countries. Said regulations include but are not limited to the provisions of the US Export Administration Regulations (EAR) and the provisions of the regulations of the European Union.

10.2. Licensee expressly warrants, represents and covenants that it shall comply fully with all applicable export laws and regulations of the United States and other jurisdictions to ensure that neither the Product nor the Software are exported or reexported in violation of such laws and regulations, or used for any purposes prohibited by such laws. As the Products and the Software are subject to export control laws and regulations, Licensee shall not export or "re-export" (transfer) the Product and/or the Software unless the Licensee has complied with all applicable controls.

11. Miscellaneous

11.1. Publicity. Cellebrite may list Licensee as one of Cellebrite's customers. This Agreement and any Purchase Order are considered Cellebrite's Confidential Information. Licensee shall not make any public disclosure or announcements concerning this Agreement, any Purchase Order, Cellebrite, the Products, and/or the Software without the prior written consent of Cellebrite.

11.2. Language. Except where the context otherwise requires, the terms "including" and "includes" shall mean "including without limitation" and "includes without limitation", respectively. If any term hereof shall be held to be invalid or unenforceable for any reason, then the meaning of such term shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save such term hereof, it shall be severed herefrom, but without in any way affecting the remainder of such term or any other term contained herein, unless such severance effects such a material change as to render the terms of these GTC unreasonable.

11.3. Termination. Cellebrite may terminate this Agreement: (i) for its convenience by giving the

other thirty (30) days' prior written notice; (ii) by giving the other Party a written notice to be immediately effective in case the other causes a material or continuous breach hereof ("continuous" meaning two or more occurrences of the same breach). All of Licensee's obligations under this Agreement shall survive the expiration or termination of the Agreement. Termination of this Agreement will not entitle Licensee to any deduction of the Quoted Price or any refund of any prepaid fees. Upon termination of the Agreement, for any reason, Licensee shall allow Cellebrite to access its premises for the purposes of de-installation and transfer of the Product. Termination of the Agreement in accordance with this Section shall not impose any liability on Cellebrite. Cellebrite may terminate the Agreement and revoke the license granted hereunder by giving the other Party a written notice to be immediately effective in case Cellebrite reasonably determines that it can no longer comply with the terms of the Agreement in accordance with the requirement of any applicable law, rule and/or regulations. Termination of the Agreement in accordance with this Section shall not impose on Cellebrite liability of any kind.

11.4. Third Party Rights. A person who is not a party to the Agreement shall not acquire any rights under them or be entitled to benefit from any of their terms.

11.5. Bankruptcy. If a voluntary or involuntary petition is filed under Title 11 of the United States Code or its analogue in any jurisdiction or country, all debts that Licensee may owe to Cellebrite shall be considered "administrative expenses" within the meaning of 11 U.S.C. Sec. 503(b)(1)(a) (as amended) or its analogue, and Cellebrite's claim or claims for those administrative expenses shall be entitled to the priority specified in 11 U.S.C. Sec. 507(a)(1) (as amended) or its analogue. Licensee will use its best efforts to classify those claims as administrative under applicable Law.

11.6. Relationship. The Parties intend to create an independent contractor relationship and nothing contained in this Agreement shall be construed to make either the Licensee or Cellebrite partners, joint venturers, principals, representatives, agents or employees of the other. Neither Party shall have any right, power, or authority, express or implied, to bind the other.

11.7. Counterparts. This Agreement may be executed in any number of counterparts, including using digital signatures or exchange of scanned copies of signed pages (*e.g.*, in PDF format), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

EXHIBIT C

IMPORTANT: PLEASE READ THIS END CUSTOMER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING, ACCESSING OR USING CELLEBRITE-SUPPLIED SOFTWARE (AS PART OF A PRODUCT OR STANDALONE) CONSTITUTES EXPRESS ACCEPTANCE OF THIS AGREEMENT. CELLEBRITE IS WILLING TO LICENSE SOFTWARE TO CUSTOMER ONLY IF YOU AND CUSTOMER ACCEPT ALL OF THE TERMS SET OUT IN THE AGREEMENT (as defined below).

TO THE EXTENT OF ANY CONFLICT BETWEEN THIS END Customer LICENSE AGREEMENT, ANY ADDITIONAL TERMS IN AN AGREEMENT SIGNED BETWEEN Customer AND CELLEBRITE, ANY "CLICK-ACCEPT" AGREEMENT, ANY TERMS ON A PURCHASE ORDER, AND CELLEBRITE'S TERMS AND CONDITIONS, THE ORDER OF PRECEDENCE SHALL BE (A) THIS END CUSTOMER LICENSE AGREEMENT; (B) AN AGREEMENT SIGNED BY Customer AND CELLEBRITE;; (C) CELLEBRITE'S QUOTE AND GENERAL TERMS AND CONDITIONS; (D) TERMS AND CONDITIONS SET OUT IN CELLEBRITE'S DOCUMENTATION, INCLUDING USER GUIDES, "CLICK TO ACCEPT" ADDENDA TERMS AND ANY POP UP TERMS AND INSTRUCTIONS WITHIN CELLEBRITE PRODUCTS; AND LAST (E) CUSTOMER'S PURCHASE ORDER. BY DOWNLOADING, INSTALLING, ACCESSING, OR USING THE SOFTWARE, USING THE PRODUCT OR OTHERWISE EXPRESSING YOUR AGREEMENT TO THE TERMS CONTAINED IN THE AGREEMENT, YOU INDIVIDUALLY AND ON BEHALF OF THE ORGANIZATION THAT YOU REPRESENT (THE "LICENSEE" OR "CUSTOMER") EXPRESSLY CONSENT TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT OR ARE NOT AUTHORISED TO ACCEPT AND AGREE TO THE TERMS CONTAINED IN THE AGREEMENT, THEN (A) DO NOT DOWNLOAD, INSTALL, ACCESS, OR USE ANY SOFTWARE (OR, AS APPLICABLE, ANY PRODUCT IN WHICH ANY SOFTWARE IS EMBEDDED), AND (B) WITHIN THIRTY (30) DAYS AFTER RECEIPT OF ANY SOFTWARE (OR, IF AN AGREEMENT BETWEEN CUSTOMER AND CELLEBRITE PROVIDES A SHORTER TIME PERIOD FOR ACCEPTANCE, SUCH SHORTER TIME PERIOD FOR ACCEPTANCE), EITHER RETURN SUCH SOFTWARE TO CELLEBRITE OR TO THE APPLICABLE AUTHORIZED RESELLER FOR FULL REFUND OF THE SOFTWARE LICENSE FEE, OR, IF SUCH SOFTWARE IS EMBEDDED IN A PRODUCT FOR WHICH NO SEPARATE SOFTWARE LICENSE FEE WAS CHARGED, RETURN SUCH PRODUCT AND EMBEDDED SOFTWARE, UNUSED, TO CELLEBRITE OR TO THE APPLICABLE AUTHORIZED RESELLER FOR A FULL REFUND OF THE LICENSE FEE PAID FOR THE APPLICABLE SOFTWARE EMBEDDED IN SUCH PRODUCT. CUSTOMER'S RIGHT TO RETURN AND REFUND ONLY APPLIES IF Customer IS THE ORIGINAL PURCHASER AND LICENSEE OF SUCH SOFTWARE.

This EULA governs Customer's access to and use of any Software and/or any Product (as defined below) first placed in use by Customer on or after the release date of this EULA version (the "Release Date").

1. DEFINITIONS – In this Agreement, the following capitalized terms shall have the meaning set forth below:

"Affiliate" of a party means such party's parent corporation, an entity under the control of such party's parent corporation at any tier or an entity controlled by such party at any tier. For these purposes, "control" shall mean the power to direct or cause the direction of the management and policies of the entity, whether through the ownership of more than 50% of the outstanding voting interests in such entity or otherwise.

"Agreement" means this EULA, combined with the Cellebrite General Terms and Conditions (the "GTC") which is incorporated by reference herein, and any additional agreement in writing signed by Customer and Cellebrite.

"Authorization Product" means a product sold by Cellebrite, or an authorized reseller of Cellebrite, with embedded License Authorization Software, including but not limited to a USB dongle with

embedded License Authorization Software.

“Authorized Users” means the number of Users that Customer is licensed to have access to the applicable Software, which may include Concurrent Users and/or Named Users, all as set forth in the Agreement. If the number of Authorized Users is not otherwise set forth in the Agreement, the number of Authorized Users shall be deemed to be equal to the number of Products (other than Authorization Products) purchased by Customer.

“Beta Software” means a pre-commercial, evaluation, pilot, "alpha", or "beta" version of the Software.

“Cellebrite” means Cellebrite DI Ltd. or its Affiliate that has an agreement with Customer and/or issues invoices to Customer with respect to any Software and/or Product, as applicable.

“Concurrent Users” means the number of Authorized Users (whether Named Users or not) of Customer concurrently and/or simultaneously accessing, using or otherwise enjoying the benefit (except reviewing results of analyses generated by Software) of Software, either directly or indirectly from a remote location. If a single User connects to Software using multiple concurrent log-ins or connections, each such active logical connection or log-in is counted toward the number of Concurrent Users.

“Documentation” means any documentation related to any Software provided by Cellebrite.

“Embedded Software” means a copy of Software delivered embedded in or loaded onto a Product when such Product is sold by Cellebrite or an authorized reseller of Cellebrite. Any Updates or Upgrades to Embedded Software are also deemed “Embedded Software”, notwithstanding being separately delivered from the applicable Product.

“Law” shall mean any law, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction or requirement of or by any governmental authority, as may be amended, changed or updated from time to time.

“License Authorization Software” means Software that is provided together with hardware on which it is embedded that is used to validate the authorized use of standalone Software.

“License Term” means the term of a paid subscription to an instance of Software or a unit of Product.

“Named Users” means a User authorized by Customer to access or use the Software through the assignment of a single user ID, regardless of whether such User is using Software at any given time. A non-human device capable of accessing or access Software is counted as a Named User.

“Product” means a product manufactured by Cellebrite. The term “Product” includes without limitation Authorization Products.

“Remote Access Protocol” means any remote access application, including without limitation Remote Desktop Protocol (RDP) and Windows Remote Management (WinRM), used to connect a single remote computer (*e.g.*, a laptop) to a single host computer (*e.g.*, a desktop) with an Authorization Product directly connected to such host computer for each Authorization Product then licensed by Customer, as long as such Authorized User, single remote computer and single host computer with an Authorization Product are all located in the Territory.

“Software” means an instance of a program, module, feature, function, service, application, operation or capability of any Cellebrite-supplied software. The term “Software” includes without limitation any Embedded Software, Upgrade, Update, standalone software or any License Authorization Software.

“Territory” means the country (not including external territories) in which Product was purchased or Software was licensed from Cellebrite or an authorized reseller of Cellebrite.

“Third Party” means an individual or entity other than Customer, Cellebrite and Cellebrite’s

Affiliates.

“Third Party Software” means certain software provided by a Third Party embedded in any Product, either as a standalone feature or as part of any Software, and which may be subject to additional end user license restriction and agreements.

“Customer System” means Customer’s internal website(s), servers, Cloud infrastructure, including Virtual Private Cloud, and other equipment, software or systems used in the conduct of Customer’s business.

“Update” means an update to any Software that is provided by Cellebrite and that may incorporate (i) corrections of any substantial defects; (ii) fixes of any minor bugs; (iii) at the sole discretion of Cellebrite, allowing additional compatibility of the Software with mobile devices provided by Third Parties; and/or (iv) at the sole discretion of Cellebrite, minor enhancements to the Software; provided, however, that Updates shall not include Upgrades. Updates are generally identified by Cellebrite by a change to the version number to the right of the first decimal point (*e.g.*, version 4.1 to 4.2).

“Upgrade” means a new release of any Software that incorporates substantial changes or additions that (i) provide additional value and utility; (ii) may be priced and offered separately as optional additions to any Software; and/or (iii) are not generally made available to Cellebrite’s Customers without a separate charge. Upgrades are generally identified by Cellebrite by a change to the version number to the left of the first decimal point (*e.g.*, version 4.2 to 5.0).

“User” means any individual able to gain access to any Software functionality.

“You” means the individual executing this EULA on behalf of the Customer.

2. LICENSE GRANT

A. Software. Subject to the terms and conditions of this EULA, during the License Term, Cellebrite grants Customer, and Customer accepts, upon delivery of any Software, a non-exclusive, non-transferable, royalty free, and non-sublicensable license to the Software to (i) allow Authorized Users to use such Software, in executable form only, and any accompanying Documentation, strictly for Customer’s internal use for the Authorized Purposes identified below, and not for any other purpose, strictly in the Territory, only as authorized in this Agreement and subject to the terms hereof; and (ii) (iii) where the Software in not provided as Embedded Software, keep one (1) copy of Software strictly for backup, archival or disaster recovery purposes.

For purposes of this EULA, “Authorized Purposes” means strictly the following purposes:

· An internal investigation conducted by the Customer within the Customer’s own organization;

· An investigation of fraud, intrusion or assault incidents, including DFIR conducted by the Customer within the Customer’s own organization;

· An eDiscovery process performed as part of legal proceedings where the Customer is a Party;

· Data backup performed as part of a legal hold proceeding involving the Customer’s organization;

· Law enforcement activities, crime and/or terrorism prevention;

· Data recovery within the Customer’s organization; and/or

· Customer organization’s compliance evaluation purposes.

Notwithstanding the foregoing, the “Authorized Purposes” restriction above shall not apply to usage of Cellebrite’s Endpoint Inspector product which may be used for any internal use.

i. Embedded Software Limitations. Customer may only use Embedded Software for execution on the unit of Product originally delivered to Customer with such Embedded Software installed or any replacement unit provided under a warranty from Cellebrite. Any Update or Upgrade of such Embedded Software that Cellebrite has licensed to Customer may be loaded and executed only on the unit of Product on which any originally licensed Software is authorized to execute.

ii. License Exclusion. Notwithstanding anything to the contrary, except as may otherwise be required by applicable Law, no license is granted for installation or use of any Software on any Product resold by anyone who is not an authorized reseller of Cellebrite for such Product.

iii. Single Product; Single Authorization Product. Customer’s license to any Embedded Software is limited to a license to use such Embedded Software on one (1) Product for each Product purchased from Cellebrite or Cellebrite’s authorized reseller. Customer’s license to any License Authorization Software is limited to a license to use such License Authorization Software on one (1) Authorization Product for each license to such standalone Software the authorized use of which is validated by such License Authorization Software and where such license is purchased from Cellebrite or Cellebrite’s authorized reseller.

iv. Authorization Products. Without limiting Section 2.D, Customer shall not, and shall not permit any User to, use any Authorization Product on a computer other than the computer to which such Authorization Product is directly connected (*i.e.* not through a network), except that an Authorized User may use Remote Access Protocol with Cellebrite’s UFED Physical Analyzer. Customer shall ensure that multiple users cannot use Remote Access Protocol to access UFED Physical Analyzer simultaneously. For the avoidance of doubt, subject to the terms and conditions of this EULA, sharing a USB dongle among Concurrent Users is permitted.

v. Remote Access Protocol. Customer expressly acknowledges, agrees and warrants that except as required for use by Concurrent Users as allowed by the Agreement and as provided herein each computer running an Authorization Product will be configured or at least limited to serve only one remote connection at a time. In other words, only one Authorized User can use a Remote Access Protocol at the same time. For example, if a host computer is installed with multiple instances of Cellebrite’s UFED Physical Analyzer, Customer will ensure that it is not possible for multiple remote users to connect to the host computer and/or ensure that the foregoing does not occur. Regarding any other Cellebrite products or software other than Cellebrite’s UFED Physical Analyzer, Customer may not use a Remote Access Protocol unless expressly agreed to in writing by Cellebrite. Regarding Endpoint Inspector and/or Endpoint Mobile, it is hereby clarified and agreed that: (i) Customer may use Remote Access Protocol and allow Authorized and Concurrent Users to use outside of Territory, as detailed in the Agreement; and (ii) Cellebrite may, at its sole discretion, inform any Endpoint Inspector and/or Endpoint Mobile’s custodian about the nature of the use of the Endpoint Inspector and/or Endpoint Mobile application that will be installed and/or operated on or in relation to the custodian’s device.

vi. Named Users. If the Agreement specifies that any Software may be used by Named Users, Customer shall (i) assign a unique login credential for access and use of the Software to each Named User, (ii) ensure that the Software is used only by the applicable Named Users, (iii) ensure that Users do not share login credentials, and (iv) maintain the security and confidentiality of its Named User login credentials.

vii. Concurrent Users. If the Agreement specifies that any Software may be used by Concurrent Users, Customer may install one instance of such Software on one (1) designated host server for concurrent and simultaneous use and/or access by the applicable number of Concurrent Users. The number of Concurrent Users accessing such Software at any time may not exceed the number of Concurrent Users specified in the Agreement. Customer must keep a record of all Authorized Users who are Concurrent Users.

viii. Former BlackBag Software Users. Each copy of the Inspector, Digital Collector, Mobilyze, or SoftBlock Software may only be used, executed, or displayed by one (1) Authorized User and on one Licensed System at any given instance. The term "**Licensed System**" means a computer to which an activation key provided by BlackBag has been connected or accessed, as authorized by BlackBag in the applicable License Confirmation.

ix. Cellebrite Premium-aaS; Cellebrite InsEYEts; Mobile Ultra, Mobile Elite, Cellebrite Pathfinder Speech to text and/or translation Services ("Services") Access and Use. Subject to Customer's compliance with the terms and conditions contained in this Agreement and/or in any applicable quote issued to Customer by Cellebrite in connection with each of the Services listed above, Cellebrite further grants to Customer, during the relevant Subscription Term , a limited, non-exclusive, non-transferable (a) right to access and use the Service in accordance with any relevant printed, paper, electronic or online user instructions and help files made available by Cellebrite for use with the Service, as may be updated from time to time by Cellebrite, and (b) license to download any relevant Software where Software components are offered by Cellebrite for the purpose of using the Service, in each case strictly under the terms of License set out in this Section 2, solely for the Authorized Purposes and strictly for the benefit of Customer. By accessing and/or using the Service, Customer expressly acknowledges and agrees that operational and usage information shall be shared with Cellebrite for the purpose of providing the Service. Such information may include, but is not limited to the number of unlocking actions purchased by the Customer and/or left for use, types of Software downloaded by Customer for the purpose of using the Service, etc. The Service may be affected by factors beyond Cellebrite's control and may not be continuous and uninterrupted. Customer acknowledges that the Service may be subject to limitations and/or delays inherent in the use of the internet and electronic communications, and Cellebrite is not responsible or liable for any delays, delivery failures or other damage resulting from those technical difficulties beyond its control.

x. Cellebrite Premium-aaS; Cellebrite InsEYEts; Mobile Ultra and Mobile Elite Services ("Services") Placement and Use. Customer shall use the Services and place all related Software and hardware components provided with the Services, inside a secured room, lab, or office, where the security measures used to secure the Services and respective components are consistent with security measures undertaken by the Customer to protect its most sensitive activities.

x.i. The following are additional terms for the purchase of speech to text and/or translation services (the "Language Services"):

1.1. If the Language Services and the Pathfinder license are purchased together, both will be installed at the same time and licenses will start upon the completion and acceptance of the installation.

1.2. If the Language Services are purchased at a later date, as an addition to an existing Pathfinder license, then:

1.2.1. The term of the Language Services shall commence 60 days after the date of the Quote for the purchase of Language Services.

1.2.2. The term of the Language Services will expire at the end of the existing Pathfinder Subscription Term, which the Language Services have been added to.

1.3. Use of the Language Services is subject to the Agreement and the technical requirements for the Customer System therein, any additional technical requirements made by Cellebrite in writing and the completion of the Language Service installation.

B. Software Provisions.

i. Any use or operation of the Product, including the Software, with any product and/or mobile device developed, manufactured, produced, programmed, assembled and/or otherwise maintained by any person or entity shall be permitted only after the User has obtained any consents or approvals required (to the extent required) pursuant to applicable Law.

ii. UNDER NO CIRCUMSTANCES SHALL CELLEBRITE, ITS OFFICERS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO CUSTOMER, USER OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT DAMAGES UNDER ANY LEGAL THEORY ARISING OUT OF OR RELATING TO THE USE OF ANY OF THE CELLEBRITE SOFTWARE IN CONNECTION WITH ANY PRODUCT AND/OR MOBILE DEVICE DEVELOPED, MANUFACTURED, PRODUCED, PROGRAMMED, ASSEMBLED AND/OR OTHERWISE MAINTAINED BY ANY PERSON OR ENTITY, WITHOUT OBTAINING EACH APPLICABLE CONSENT AND APPROVAL.

iii. No Obligation. Nothing in this EULA requires Cellebrite to provide Updates or Upgrades to Customer.

iv. Trial and Beta Software Licenses. Subject to the terms and conditions of this Agreement, Cellebrite may grant Customer with, and Customer accepts, a nonexclusive, time-limited and nontransferable license, effective upon delivery, to use a copy of Software or a Beta Version of the Software, in executable form only, and any accompanying Documentation, only for Customer's internal use to test, trial or evaluate such Software and/or provide feedback to Cellebrite with respect thereto, in the Territory, and not for any business or productive purposes, for a period as specified by Cellebrite at its sole discretion, and subject to the restrictions in Section 2.

Customer assumes all risks and all costs associated with its use of the Trial and/or Beta Software, any obligations on behalf of Cellebrite to indemnify, defend, or hold harmless under this Agreement are not applicable to Customer's use of any Trial and/or Beta Software. Customer's sole and exclusive remedy with respect to such Trial and/or Beta Software is termination of the license thereto. There is no guarantee that features or functions of the Trial and/or Beta Software will be available, or if available will be the same, as in the general release version of the Software. Cellebrite will be under no obligation to provide Customer any maintenance or support services with respect to the Trial and/or Beta Software.

IT IS CLARIFIED THAT THE LICENSE UNDER THIS SUB-SECTION IV IS PROVIDED "AS IS", WITHOUT ANY WARRANTY WHATSOEVER. CELLEBRITE DISCLAIMS ALL IMPLIED WARRANTIES, CONDITIONS AND REPRESENTATIONS IN RELATION TO THE TRAIL AND/OR BETA SOFTWARE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY OR NON-

INFRINGEMENT. IN NO EVENT WILL CELLEBRITE BE LIABLE TO Customer OR TO ANY OTHER PARTY FOR ANY LOSS, DAMAGE, COST, INJURY OR EXPENSE, INCLUDING LOSS OF TIME, MONEY OR GOODWILL, OR FOR DAMAGES OF ANY KIND, WHETHER DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL IN RELATION TO THE TRAIL AND/ OR BETA SOFTWARE.

v. Customer represents, warrants and covenants to Cellebrite that (a) only Users of Customer who have obtained any necessary consents and approvals pursuant to applicable Law shall be permitted to use any of the Products and/or Software; (b) Users of Customer shall only use any of the Products and/or Software in compliance with the terms of service, terms of use or other agreement with a Third Party; and (c) Customer and its Users shall only use any of the UFED family of Products in compliance with all applicable Laws.

C. License Prohibitions. Notwithstanding anything to the contrary, Customer shall not, and shall not permit, authorize or engage any Third Party to:

i. modify, reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of any Software, or create derivative works thereof;

ii. assign, pledge, rent, lease, sublicense, share, distribute, sell or otherwise transfer the Software, any copy thereof, or any rights granted hereunder, to any third party, including without limitation selling any Product in a secondhand market;;

iii. use any Software to provide service to any Third Party including by use on a time sharing, service bureau, application service provider (ASP), software as a service (SAAS), cloud services, rental or other similar basis;

iv. make copies of or reproduce of any Software and/or Documentation, except as provided for in the license grant above;

v. remove, alter, deface, cover, obfuscate or destroy any proprietary markings, copyrights notices, proprietary legends, labels or marks placed upon or contained within any Products and/or Software (including, without limitation, any copyright or other attribution statements such as for open source software);

vi. use any Embedded Software other than with Products provided by Cellebrite or an authorized reseller of Cellebrite or for more than the number of Products purchased from Cellebrite or an authorized reseller of Cellebrite;

vii. disclose any results of testing or benchmarking of any Software to any Third Party;

viii. use any Update or Upgrade beyond those to which Customer is entitled or with any Software to which Customer does not have a valid, current license;

ix. deactivate, modify or impair the functioning of any disabling code in any Software;

x. circumvent or disable Cellebrite’s copyright protection mechanisms or license management mechanisms;

xi. use the Product, any Software or any Third Party Software, alone or in combination with other activities, products or services, in any activity or manner that violates or supports, assists, facilitates, enables, constitutes or is otherwise deemed to be in violation of:

(1) any order, regulation or Law (including but not limited to any Law with respect to human rights or the rights of individuals) or to support any illegal activity;

(2) any human rights standards of any person, group, or community, and best practice including internationally recognized human rights instruments, such as the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, and the International Labor

Organization Declaration on Fundamental Principles and Rights at Work;

(3) any rights of any Third Party.

xii. use any Product for any training purposes, other than for training Customer's employees, where Customer charges fees or receives other consideration for such training, except as authorized by Cellebrite in writing;

xiii. combine or operate any Products or Software with other products or software, without prior written authorization of Cellebrite or its Affiliates, including without limitation any installation of any software on any Product; or,

xiv. attempt any of the foregoing.

The licenses set out hereunder are at all times subject to these prohibitions and any contravention thereof shall constitute a material breach of this Agreement. Cellebrite expressly reserves the right to seek all available legal and equitable remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any of the foregoing.

For the purpose of this Section, it is hereby clarified that "Third Party" shall include: Customer's affiliates, employees, contractors, licensors, suppliers or Customers. If the event that the Customer is a governmental body the followings shall also be included: any federal, state, local, judicial or other governing body having jurisdiction over any of the foregoing.

D. Legal Exception. Customer agrees that, to the extent that any applicable Law (including without limitation national laws implementing 2009/24/EC on the Legal Protection of Computer Programs) grants Customer the right to reverse engineer any Software to make it interoperable without Cellebrite's consent, before Customer exercises any such rights, Customer shall notify Cellebrite of such desire and, no later than sixty (60) days following receipt of such request, Cellebrite may decide either to: (a) perform the work to achieve such interoperability and charge its then-standard rates for such work to Customer; or (b) permit Customer to reverse engineer parts of such Software only to the extent necessary to achieve such interoperability. Only if and after Cellebrite, at its sole discretion, partly or completely denies Customer's request, shall Customer exercise its statutory rights.

E. Network Usage. Customer understands and agrees that Cellebrite may use Customer's internal network and Internet connection for the limited purpose of transmitting license-related data at the time of installation, registration, use or update of Software to a Cellebrite-operated license server. At such time, Cellebrite may validate the license-related data in order to protect Cellebrite against unlicensed or illegal use of any Software. At its option, Cellebrite may only permit activation of Software upon exchange of license related data between Customer's computer and the Cellebrite license server.

F. Third Party Software. Customer acknowledges and agrees that the access and use of any Software (or certain features thereof) may involve access and/or use of Third Party Software. In addition to the Agreement, Customer shall comply with the terms and conditions applicable to any such Third Party Software, including without limitation the following terms and conditions:

i. Bing Maps - http://aka.ms/BingMapsMicrosoftPrivacy

ii. Azure Maps - https://www.microsoft.com/en-us/maps/product/terms-april-2011

iii. OpenStreetMap – http://www.openstreetmap.org/copyright

iv. Chainalysis Inc. - https://legal.cellebrite.com/intl/ChainalysisEULA.htm

v. Corellium products - https://www.corellium.com/legal/terms

Additional Third Party Licenses can be found here: https://www.cellebrite.com/en/blackbag-agreements/#third_party

G. No Implied Licenses. Except for the express licenses set forth herein, Cellebrite does not grant any license to Customer, whether by implication or otherwise.

H. Reserved.

I. Open Source Software.

i. Software may use and/or be provided with third party open source software, libraries or other components ("Open Source Component"), including those detailed in the open source notices files separately conveyed to Customer. To the extent so stipulated by the license that governs each Open Source Component ("Open Source License"), each such Open Source Component is licensed directly to Customer from its respective licensors and not sublicensed to Customer by Cellebrite, and such Open Source Component is subject to its respective Open Source License, and not to this Agreement. If, and to the extent, an Open Source Component requires that this Agreement effectively impose, or incorporate by reference, certain disclaimers, permissions, provisions, prohibitions or restrictions, then such disclaimers, permissions, provisions, prohibitions or restrictions shall be deemed to be imposed, or incorporated by reference into this Agreement, as required, and shall supersede any conflicting provision of this Agreement, solely with respect to the corresponding Open Source Component which is governed by such Open Source License.

Open-Source Component list can be found under Cellebrite Customer Community here: https://community.cellebrite.com/s/product-and-licenses?activetab=products

ii. If Customer or another party on its behalf, modifies, replaces or substitutes any Open Source Component used in or provided with this Software, Customer hereby fully, forever, irrevocably and unconditionally releases and discharges Cellebrite, its Affiliates and its and their employees, officers, directors, resellers, distributors and representatives (collectively, "Released Parties") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, covenants, liabilities, warranties, performance and maintenance and support obligations (collectively, "Released Claims"), of every kind and nature, with respect to such Software, including without limitation any such Released Claims that arise as a matter of applicable Law.

iii. If an Open Source License requires that the source code of its corresponding Open Source Component be made available to Customer, and such source code was not delivered to Customer with the Software, then Cellebrite hereby extends a written offer, valid for the period prescribed in such Open Source License, to obtain a copy of the source code of the corresponding Open Source Component, from Cellebrite. To accept this offer, Customer shall contact Cellebrite at support@cellebrite.com.

J. Personal Data. The parties acknowledge and agree that: (a) Within the scope of this Agreement, the Product is an on-premise solution used and operated solely by Customer without the involvement of Cellebrite; (b) Cellebrite is not engaged in any processing of 'personal data' (as this term is used in Laws governing data privacy and data protection) that flows through the Product; and therefore (c) with respect to

Cellebrite activities in the scope of this Agreement, Cellebrite is neither a 'data controller' nor 'data processor' (as these terms are used in Laws governing data privacy and data protection).

K. Aggregated Statistics and Usage Data. Customer hereby agrees and consents that Cellebrite may monitor Customer's use of the Software, Products and Services and use Customer usage data or other information in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Software, products and Services ("**Aggregated Statistics**"). As between Cellebrite and Customer, all right, title and interest in the Aggregated Statistics and all Intellectual Property Rights therein, shall belong to and are retained solely by Cellebrite. Customer acknowledges and agrees that Cellebrite will be compiling Aggregated Statistics including information and inputs Customer and by other Customers and Customer agrees that Cellebrite may (a) make such Aggregated Statistics publicly available, and (b) use such information to the extent and in the manner permitted by applicable law or regulation and for any purpose of data gathering, analysis, service and product enhancement and marketing, provided that such data and information does not identify Customer or its Confidential Information.

L. The Customer acknowledges and agrees that Cellebrite may deliver non-personalized in-app notifications, including pop-ups, updates, and product related services, as part of the Cellebrite product experience.

3. OWNERSHIP

A. Title to Software. Notwithstanding anything to the contrary, Software furnished hereunder is provided to Licensee subject to and in accordance with the terms and conditions of the EULA. All title and interest of the Software, Services and and/or any related Documentation and any derivative works thereof shall remain solely and exclusively with Cellebrite or its licensors, as applicable. Nothing in this Agreement constitutes a sale, transfer or conveyance of any right, title or interest in any Software Service and/or Documentation or any derivative works thereof. Any reference to a sale of Products shall be understood as a license to Software or Services under the terms and conditions of this Agreement.

B. Intellectual Property. All intellectual property rights relating to the Software and/or the Products, including without limitation, all patents, trademarks, algorithms, binary codes, business methods, computer programs, copyrights, databases, know-how, logos, concepts, techniques, processes, methods, models, commercial secrets and any other intellectual property rights, including any new developments or derivative works of such intellectual property, whether registered or not, are and shall remain the sole and exclusive property of Cellebrite or its licensors, as applicable. All right, title and interest in and to any inventions, discoveries, improvements, methods, ideas, computer and other software or other works of authorship or other forms of intellectual property which are made, created, developed, written, conceived of or first reduced to practice solely, jointly with Licensee or on behalf of Licensee shall be and remain with Cellebrite or its licensors, as applicable. Any suggestions, improvements or other feedback provided by Licensee to Cellebrite regarding any Products, Software or services shall be the exclusive property of Cellebrite. Licensee hereby freely assigns any intellectual property rights to Cellebrite in accordance with this Section, including any moral rights, and appoints Cellebrite as its attorney-in-fact to pursue any such intellectual property rights worldwide.

4. CONFIDENTIALITY – The parties may each disclose to the other proprietary information related to the subject of the Agreement ("Confidential Information"). Software, Documentation, Trade Secrets, and any technical information related thereto are Confidential Information of Cellebrite without any marking requirement, but any other information disclosed in writing must be marked "confidential" or "proprietary" to be deemed the Confidential Information of a party. Information disclosed orally may be deemed Confidential Information if the disclosing party says it is proprietary and summarizes it in a writing to the other party within twenty (20) days of the oral disclosure.

Pursuant to 18 U.S.C. §1833(b) , Customer shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of Cellebrite's Trade Secrets (as defined below) only if such disclosure is made: (i) in confidence to a Federal, State, or local government official, solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In court proceedings claiming retaliation by Cellebrite for Customer's reporting a suspected violation of law, Customer may only disclose Cellebrite Trade Secrets to Customer's legal counsel and may only use the Trade Secret information, if Customer (i) files documents containing Trade Secrets under seal; and (ii) Customer does not otherwise disclose Cellebrite Trade Secrets, except pursuant to a court order.

The term "Trade Secret" means all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if: (a) Cellebrite has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure or use of the information.

The receiving party shall: (a) hold Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information but at least reasonable care, (b) restrict disclosure and use of Confidential Information to only employees (including any agents, contractors or consultants) with a need to know who are advised of their obligations with respect to Confidential Information, (c) not copy, duplicate, reverse engineer or decompile Confidential Information, (d) use Confidential Information only in furtherance of performance under the Agreement, and (e) upon expiration or termination of the Agreement, at the disclosing party's option, destroy or return all Confidential Information to the disclosing party.

The receiving party shall have no obligation regarding Confidential Information that: (a) was previously known to it free of any confidentiality obligation, (b) was independently developed by it, (c) is or becomes publicly available other than by unauthorized disclosure, (d) is disclosed to third parties by the disclosing party without restriction, or (e) is received from a third party without violation of any confidentiality obligation.

If a party is faced with legal action or a requirement under applicable Law to disclose or make available Confidential Information received hereunder, such party shall promptly notify the disclosing party and, upon request of the latter, cooperate in contesting such action or requirement at the disclosing party's expense. Neither party shall be liable for damages for any disclosure or unauthorized access pursuant to legal action or applicable Law or for inadvertent disclosure, access, or use if the customary degree of care as it uses with respect to its own proprietary information has been exercised and if, upon discovery of such inadvertent disclosure, access, or use the receiving party has endeavored to prevent any further (inadvertent or otherwise) disclosure or use.

5. EXCLUSIVE REMEDIES AND LIMITATION OF LIABILITY.

A. Definitions. For purposes of the exclusive remedies and limitations of liability set forth in this Section 5, Cellebrite shall be deemed to include its Affiliates and its and their directors, officers, employees, agents,

representatives, shareholders, subcontractors and suppliers; and “damages” shall be deemed to refer collectively to all injury, damage, loss or expense incurred.

B. Exclusive Remedies. Cellebrite’s entire liability and Customer’s exclusive remedies against Cellebrite for any damages caused by any Product or Software defect or failure, or arising from the performance or non-performance of any obligation under the Agreement, regardless of the form of action, whether in contract, tort including negligence, strict liability or otherwise shall be:

i. For bodily injury or death to any person proximately caused by Cellebrite, Customer’s direct damages; and

ii. For all other claims, Cellebrite’s liability shall be limited to direct damages that are proven, in an amount not to exceed the total amount paid by Customer to Cellebrite during the twelve (12) month period that immediately preceded the event that gave rise to the applicable claim.

C. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, CELLEBRITE SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT CELLEBRITE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL APPLY EVEN IN THE EVENT OF THE FAILURE OF AN EXCLUSIVE REMEDY.

D. No Liability to any Third Party. TO THE MAXIMUM PERMITTED EXTENT, CELLEBRITE DISCLAIMS ANY AND ALL LIABILITIES OR OBLIGATIONS WHATSOEVER RELATED TO ANY PRODUCT OR SOFTWARE OR LICENSING OF ANY SOFTWARE TO, OR USE BY, ANYONE OTHER THAN Customer.

E. Third Party Software and Customer System Liability. Notwithstanding anything to the contrary, Cellebrite shall not be liable to Customer or any User for any damages due to use of any Third Party Software or Customer System. The limitations and exclusions from liability under the terms and conditions applicable to any Third Party Software or Customer System (which are applicable to the arrangement between Customer and the applicable provider of such Third Party Software or System) shall govern and apply with respect to the use of each such Third Party Software or System. Additionally, Cellebrite does not provide any warranty with respect to any Third Party Software or Customer System. The warranty provided by the terms and conditions applicable to any Third Party Software or Customer System (which are applicable to the arrangement between Customer and the applicable provider of such Third Party Software or System) shall apply to Third Party Software or System.

F. AI-generated results: The results generated by AI features are automatically produced, not by humans, and may be inaccurate, incorrect, or contain non-unique elements, or display content similar to that shown to other customers or users. Manual or human review is required. The use of AI features is solely at the Customer’s discretion, responsibility, and risk.

6. CUSTOMER INDEMNITY – To the maximum extent permitted by applicable Law, Customer shall, at its expense: (i) indemnify and hold Cellebrite and its Affiliates and its and their directors,

officers, employees, agents, representatives, shareholders, subcontractors and suppliers harmless from and against any damages, claim, liabilities and expenses (including without limitation legal expenses) (whether brought by a Third Party or an employee, consultant or agent of Customer's) arising out of any (a) misuse or use of any Product or Software furnished under the Agreement in a manner other than as authorized under this EULA, including without limitation using the Product or Software in a manner that violates applicable Law including without limitation a person's Fourth Amendment rights under the United States Constitution (or its equivalent in the Territory); (b) misappropriation of any personal information, (c) failure to obtain consents and approvals required by applicable Law for the use of any of the Cellebrite's Products or Software, or; (g) use of any Product or Software in breach of or to violate the terms of any other agreement with a Third Party; (ii) reimburse Cellebrite for any expenses, costs and liabilities (including without limitation legal expenses) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Cellebrite and attributable to such claim.

7. CELLEBRITE INDEMNITY – Cellebrite will, at its expense: (i) indemnify, defend and hold Customer and its Affiliates and its and their officers and directors harmless from any Third Party claim to the extent alleging that any Software furnished under this Agreement directly infringes any patent, copyright or trademark or misappropriates any trade secret, in each case having legal effect in the Territory; (ii) reimburse Customer for any expenses, costs and liabilities (including reasonable attorney's fees) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Customer and attributable to such claim.

In connection with satisfying its obligations hereunder, Cellebrite may, at its option and expense: (a) procure for Customer and/or its Customers the right to continue using such Software or any Product on which such Software is embedded; (b) replace or modify any such Software or any Product on which such Software is embedded, to be free of such infringement; or (c) require return of such Software or any Product on which such Software is embedded, and refund the purchase price or license price depreciated on a straight-line basis over a three (3) year period from the delivery date.

Cellebrite shall have no obligations under this Section 7 with respect to any Excluded Item. The maximum liability of Cellebrite in relation to any claims under this Section 7 shall not exceed the amounts paid by Customer to license the infringing Software or purchase Products including the infringing Software in the twelve (12) months immediately preceding the claim. If there are any other indemnification obligations with respect to infringement of any patent, copyright or trademark or misappropriation of any trade secret under the Agreement, this Section 7 shall be of no force and effect.

Cellebrite's obligations under this Section 7 are conditioned upon: (1) Customer giving Cellebrite prompt written notice (within no more than thirty (30) days) after any such claim, unless Cellebrite would not be materially prejudiced thereby; (2) Cellebrite having complete control of the defense and settlement of such claim; (3) Customer cooperating fully with Cellebrite to facilitate the defense or settlement of such claim; and (4) Customer's substantial compliance with the Agreement.

The sale of any Product by Cellebrite shall not in any way confer upon Customer, or upon anyone claiming under Customer, any license (expressly, by implication, by estoppel or otherwise) under any patent claim of Cellebrite or others covering or relating to any combination, machine or process in which such Product is or might be used, or to any process or method of making such Product.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDY AND OBLIGATION OF THE PARTIES HERETO FOR INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF THIS AGREEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO.

8. DISABLING CODE

A. Disabling Code. Software may be provided to Customer with code that allows Cellebrite to disable such Software. Except as provided in Section 8.B, Cellebrite will not invoke such disabling code without Customer's prior consent.

B. Invocation of Disabling Code. Notwithstanding anything to the contrary, Cellebrite may invoke the disabling code without Customer's consent if (i) Cellebrite reasonably believes that such Software has been, is being, or will be used in violation of Laws; (ii) Cellebrite is required to do so because of a court or regulatory order; (iii) Customer has not paid an outstanding invoice more than sixty (60) days after such invoice is due, or; (iv) Customer has used the Software other than as authorized by Customer's license. Cellebrite shall have no liability to Customer for any good faith invocation of any such disabling code.

9. TERM AND TERMINATION

A. Term. The term of this EULA is while any Software is under Customer's control or possession. The License Term shall be determined in a separate agreement between Cellebrite and the Customer.

B. Termination. Cellebrite may terminate this EULA and revoke the license granted hereunder (i) upon thirty (30) days' prior written notice to Customer if Customer has not cured any material breach of this EULA by the end of such thirty (30) day notice period, or (ii) if Customer has not paid any invoice sixty (60) days after such invoice is due, or (iii) by providing a written notice to be immediately effective in case Cellebrite reasonably determines that it can no longer comply with the terms of the Agreement in accordance with the requirement of any applicable law, rule and/or regulations. Termination of the Agreement in accordance with this Section shall not impose on Cellebrite liability of any kind . Upon termination or expiration of this EULA, (a) Customer shall be responsible for payment for all purchase orders delivered to Customer by Cellebrite before the effective date of termination and (b) Customer shall destroy all copies of any Software under Customer's control or possession.

C. Survival. The provisions of Sections 1-5, 6, 9, and 10-15 of this EULA shall survive any termination or expiration of this EULA.

10. CHOICE OF LAW; JURISDICTION; GOVERNING LANGUAGE

A. Choice of Law; Jurisdiction.

i. The Parties agree to meet and discuss any dispute or claim relating to the Agreement prior to seeking any judicial resolution, for a period of at least thirty (30) days, during which either party may request confidential mediation. If either party requests confidential mediation, the Parties shall conduct a minimum of two (2) days of confidential mediation with a neutral mediator selected by the American Arbitration Association in New York, New York.

ii. This Agreement and any disputes or claims arising hereunder are governed by the Laws of, and subject to the exclusive jurisdiction of, the country of incorporation of the Cellebrite entity that sold any Product or

licensed any Software to Customer, without giving effect to any choice of Law rules or principles. In case of sales or licenses in the United States of America, this Agreement and any disputes or claims arising hereunder are governed by the laws of the State of New York and subject to the exclusive jurisdiction of the federal or state courts in New York, without giving effect to any conflict of Law rules or principles. Notwithstanding anything to the contrary, in the vent that the entity that sold any Product or licensed any Software to the Customer is Cellebrite GmbH, this Agreement shall be governed by and construed in accordance with the law of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English courts and, without giving effect to any conflict of Law rules or principles. The United Nations Convention on Contracts for the International Sale of Goods (except that sales or licenses in the United States of America shall not exclude the application of General Obligations Law 5-1401), and the Uniform Computer Information Transactions Act do not apply to this Agreement. Cellebrite may, at its sole discretion, initiate any dispute or claim against Customer, including for injunctive relief, in any jurisdiction permitted by applicable Law.

B. Litigation Support. Cellebrite will only provide litigation support or testimony related to this Agreement if Cellebrite is compensated for its participation, including all travel expense, attorneys' fees, lost opportunity costs, and other applicable amounts. Purchaser will contact Cellebrite for a quote.

C. Governing Language. The parties hereto have required that this EULA be drawn in the English language, and that the English language version shall control over any translations thereof. If Customer is located in Quebec, the following sentence shall apply: Les parties conviennent que cette EULA soient rediges en anglais.

11. ASSIGNMENT – Except to the extent otherwise required by applicable Law or expressly provided for assignment generally in the Agreement, no license provided to Customer is sublicensable, transferable or assignable by Customer, including by operation of Law, change of control, merger, purchase or otherwise, without the prior written consent of Cellebrite in each instance. Other than as expressly permitted by the foregoing, any attempted sublicense, transfer or assignment by Customer shall be null and void.

12. NO-WAIVER – No course of dealing or failure of either party to strictly enforce any term, right or condition of the Agreement shall be construed as a waiver of such term, right or condition.

13. ENTIRE AGREEMENT – The terms and conditions contained in this EULA supersede all prior oral or written understandings between the parties and shall constitute the entire agreement between the parties with respect to the subject matter of this EULA, except as provided for in the preamble to this EULA.

14. CONSTRUCTION; SEVERABILITY – The headings used in this EULA are for reference purposes only and will not be deemed to limit, expand or in any way affect the interpretation of any term or provision hereof. If any provision of this EULA is held to be invalid or unenforceable for any reason, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired. The parties shall interpret the affected provision in a manner that renders it enforceable while attempting to closely approximate the intent and effect of the affected provision.

15. USA GOVERNMENT USERS ONLY

This Section does *not* apply to any private enterprise, public or private corporation, law firm, consulting company, digital forensics company, non-law enforcement agency, private person, or any other corporate entity that is a Licensee.

A. U.S. Government Customers. The Software and Services were developed exclusively at private expense and qualifies as a "commercial item" consisting of "commercial computer software" and/or "computer software documentation" as such terms are defined and used at FAR (48 C.F.R.) 2.101. Use, duplication or disclosure of the Software by the U.S. Government are subject to restrictions set forth in this Agreement, in accordance with FAR 12.212 and/or DFARS 227.7202-4, as applicable.

B. **INAPPLICABLE TERMS AND PROVISIONS – *VOID AB INITIO***. This Section ***only applies*** to U.S. local, county, state, governmental agencies and other U.S. law enforcement agencies that are state or federally funded by the United States Government. Subject to the foregoing statements, to the extent that any term or provision of the Agreement, is considered ***void ab initio***, or is otherwise unenforceable against the Licensee pursuant to applicable U.S. Law that expressly prohibits Licensee from agreeing to such term or condition, then such conflicting term or provision in this Agreement shall be struck to the extent to make such term or provision enforceable, and the remaining language, if any, shall remain in full force and effect. Any Licensee policies or procedures which are not expressly required by U.S. Law, shall not apply or be incorporated into the Agreement.

16. WARRANITES

A. Hardware Warranty.

Subject to the remaining Sections of this Appendix I, Cellebrite warrants that each Product, including all firmware but excluding 1) Software, for which the warranty is only as provided under Section B, 2) other Accessories, for which the warranty shall be as provided below, and 3) related services or prototypes of any Product, shall perform in substantial conformance with its Documentation for twelve (12) months after delivery (the "**Warranty Period**"). If any failure to conform to such specification ("**Defect**") is suspected in any Product during the Warranty Period, Licensee, after obtaining return authorisation information from Cellebrite, shall ship suspected defective samples of the Product to Cellebrite in accordance with Cellebrite's instructions at Licensee's expense. No Product will be accepted for repair, replacement, credit or refund without the written authorization of Cellebrite. Cellebrite shall analyse the Defect and any technical information provided by Licensee to verify whether any Defect appears in the Product.

If a returned Product does not have a Defect, Licensee shall pay Cellebrite all costs of handling, inspection, repairs, and transportation at Cellebrite's then-prevailing rates. If a returned Product has a Defect, Cellebrite shall, at its option, either repair or replace the defective Product with the same or equivalent Product without charge. If, after a period of thirty days following Cellebrite's receipt of the returned Product, repair or replacement has not occurred then Cellebrite will credit or refund (at Cellebrite's option) the purchase price, provided: (i) Licensee notifies Cellebrite in writing of the claimed Defect within thirty (30) days after Licensee knows or reasonably should know of the claimed Defect, and (ii) the Defect appears within the Warranty Period. Cellebrite shall ship any replacement Product DAP, excluding Import VAT (Incoterms 2010), to Licensee's destination. Title to any replaced Product or replaced parts of any Product shall pass to Cellebrite upon delivery.

In no event shall Cellebrite be responsible for deinstallation or reinstallation of any Product or for the expenses thereof. Repairs and replacements covered by the above warranty will perform in substantial

conformance with the Documentation for a period of (i) six (6) months from the date of repair or replacement or (ii) until the expiration of the original Warranty Period, whichever is later.

Accessories shall perform in substantial conformance with their Documentation for six (6) months after Licensee's receipt (the "**Accessories Warranty Period**"). If any Defect is suspected in any accessories during the Accessories Warranty Period, Licensee, after obtaining return authorisation information from Cellebrite, shall ship suspected defective Accessories to Cellebrite in accordance with Cellebrite's instructions. No Accessories will be accepted for repair or replacement without the written authorisation of Cellebrite. If returned Accessories do not have a Defect, Licensee shall pay Cellebrite all costs of handling, inspection, repairs and transportation at Cellebrite's then-prevailing rates. If returned Accessories have a Defect, Cellebrite shall either repair or replace the defective Accessories with the same or equivalent Accessories without charge. Title in any replaced Accessories shall pass to Cellebrite upon delivery of the replacement Accessories.

"**Accessories**" shall mean using any peripheral equipment which accompanies, or is used in conjunction with, the Products, including without limitation, cables, kits, connectors or other accessories.

B. Software Warranty:

Cellebrite warrants to Licensee that for a period of sixty (60) days after the date of shipment, the Software will perform substantially in conformance with its Documentation. As Purchaser's sole and exclusive remedy, Cellebrite will, at its sole expense, and as its sole obligation, promptly repair or replace any Software that fails to meet this limited warranty. Software shall be provided with an initial twelve (12) months license which may be renewed by Purchaser for additional terms against payment of the applicable subscription fees to Cellebrite (the "**Software License Period**"). During the Software License Period Cellebrite shall provide Purchaser with periodical Software Updates, at Cellebrite's sole and absolute discretion.

C. Exclusions:

Cellebrite is not responsible for any claimed breach of any warranty caused by: (a) Licensee's use of the Products or Software in violation of Section 2(C) ("License Prohibitions"); (b) placement of the Products or Software in an operating environment contrary to specific written instructions and training materials provided by Cellebrite to Licensee; (c) Licensee's intentional or negligent actions or omissions, including physical damage, fire, loss or theft of a Product; (d) cosmetic damage to the outside of a Product, including ordinary wear and tear, cracks or scratches; (e) for any Product with a touch screen, any Defect in such a touch screen after thirty (30) days from the date of receipt of such Product, or any Defect caused in a touch screen by Licensee's negligence or wilful misconduct; (f) maintenance of the Products or Software in a manner that is contrary to written instructions provided by Cellebrite to Licensee; (g) a product or service not provided, authorised or approved by Cellebrite for use with the Products or Software; (h) any repair services not authorised or approved by Cellebrite; (i) any design, documentation, materials, test data or diagnostics supplied by Licensee that have not been authorised or approved by Cellebrite; (j) usage of any test units, experimental products, prototypes or units from risk lots (each of which is provided "AS IS" to the maximum extent permissible by law); (k) any third party original equipment manufacturer's restrictions on individual phones or models of phones that

prevent the phones or models of phones from working with the Products or Software; (l) any damage to a third party device alleged to or actually caused by or as a result of use of a Product or Software with a device; (m) any Products that have had their serial numbers or month and year of manufacture or shipment removed, defected or altered; (n) any interactions or other effects relating to or arising out of the installation of copies of the Software beyond the number of copies authorised by an agreement between Cellebrite and Licensee; (o) use of Products or Software incorporated into a system, other than as authorised by Cellebrite; or (p) any Products or Software that has been resold or otherwise transferred to a third party by Licensee (any Product or Software affected by the cases in (a)-(p) is referred to hereinafter as an "**Excluded Item**"). The warranties herein do not apply to, and Cellebrite makes no warranties with respect to the computer or other platform on which the Software is installed or otherwise embedded.

D. Warranty Limitations:

EXCEPT AS STATED IN THIS WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CELLEBRITE, ITS SUBSIDIARIES AND AFFILIATES, SUBCONTRACTORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, AT COMMON LAW OR BY STATUTE, AND SPECIFICALLY DISCLAIM ANY WARRANTY AND/OR CONDITION RELATING TO THE PRODUCTS, SERVICES, OR THE CONFIDENTIAL INFORMATION, INCLUDING THOSE OF MERCHANTABILITY, ACCURACY, PATENT SUFFICIENCY, FITNESS FOR A PARTICULAR PURPOSE, USE, VALUE, NONVIOLATION OF PRIVACY RIGHTS, OR NONINFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE, AND THE EQUIVALENTS THEREOF UNDER THE LAWS OF ANY JURISDICTION OR THAT THE PRODUCTS WILL BE OF SATISFACTORY QUALITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR FAILURE OF AN ITEM TO CONFORM WITH ITS SPECIFICATIONS SHALL BE CELLEBRITE'S OBLIGATION (i) TO REPAIR OR (ii) TO REPLACE OR, (iii) IF NEITHER (i) NOR (ii) IS COMMERCIALLY FEASIBLE, TO CREDIT OR REFUND (AT CELLEBRITE'S OPTION) SUCH ITEM AS SET FORTH ABOVE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Cellebrite expressly disclaims and renounces any warranty or representation that the Products and/or the Software can work with all types of devices, any particular device, or with any particular version of any operating system. Licensee assumes the entire risk and all liabilities that the Product and/or the Software will not work with respect to any such device. THE LICENSEE'S BENEFITS FROM THE SERVICES ARE PROVIDED BY CELLEBRITE ON AN "AS-IS" AND "WHERE IS" BASIS AND WITH ALL FAULTS.

E. Repaired or Replaced Products:

Before returning a Product for service, Licensee will back up any data contained in such Product. IN NO EVENT WILL CELLEBRITE, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND WHATSOEVER RELATING TO OR ARISING OUT OF DAMAGE TO, LOSS OF, OR CORRUPTION OF, ANY RECORDS, PROGRAMS, DATA OR INFORMATION RESULTING FROM CELLEBRITE'S REPAIR OR REPLACEMENT SERVICES UNDER THIS WARRANTY, OR AS A RESULT OF A FAILURE OR MALFUNCTION OF A PRODUCT.

EULA Version: November 2024

EXHIBIT D

Business Conduct Policies

1. Prevention of Internal Corruption

1.1. Purchaser shall not offer to Cellebrite or its representatives as a variation of the Agreement or as a collateral agreement to it any advantage other than a cash discount.

1.2. Purchaser, or any person employed by Purchaser or acting on its behalf (whether with or without the knowledge of Purchaser) shall not offer or give, or agree to give, to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or having done or forborne to do, any action in relation to the obtaining or execution of any agreement with Cellebrite, or for showing favor or disfavor to any person in relation to any agreement with Cellebrite.

1.3. Purchaser shall report to Cellebrite if it is aware of any employee of Cellebrite or any person acting on Cellebrite behalf having offered or given, or agreed to give, to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or having done or forborne to do, any action in relation to the obtaining or execution of any agreement with Cellebrite or for showing favor or disfavor to any person in relation to any agreement with Cellebrite.

2. Compliance with Anti-Corruption Laws

2.1. Purchaser, or any person employed by it or acting on its behalf, will comply with all applicable country, federal, state and local laws, ordinances, codes, regulations, rules, policies, regulations and procedures, related to anti-bribery/anti-corruption laws ("**Anti-Corruption Law(s)**").

2.2. Purchaser shall not commit, any offence under any Anti-Corruption Law, or other offence involving fraud, corruption or moral turpitude, or shall have given any fee or reward to any officer of Cellebrite which shall have been exacted or accepted by such officer under cover of his office or employment but is not that officer's proper remuneration.

2.3. Purchaser shall not take any action or permit or authorize any action which may render Cellebrite liable for a violation of Anti-Corruption Laws and will not violate or cause Cellebrite to violate, Anti-Corruption Laws in connection with Purchaser's provisioning of services to Cellebrite under the Agreement.

3. Compliance with Anti-Money Laundering Laws

3.1. Purchaser, or any person employed by it or acting on its behalf, will comply with all applicable country, federal, state and local laws, ordinances, codes, regulations, rules, policies, regulations and procedures, related to anti-money laundering laws, regulations and rules and practices ("**Anti-Money Laundering Laws**").

3.2. Purchaser shall not commit, any offence under any Anti-Money Laundering Law, and shall provide true information and statements to the extent the disclosure of such information is required under such law.

3.3. Purchaser shall not take any action or permit or authorize any action which may render Cellebrite liable for a violation of Anti-Money Laundering Laws and will not violate or cause Cellebrite to violate, Anti-Money Laundering Laws in connection with Purchaser's provisioning of services to Cellebrite under the Agreement.

4. Prevention of Corruption of Governmental Officials

4.1. Purchaser shall not make and has not made directly or indirectly any payments or given anything of value to any government official in connection with its engagement with Cellebrite, or in obtaining any other business from any government agency or instrumentality.

4.2. Purchaser will not use money or other consideration paid by Cellebrite for any unlawful purpose, including any purposes violating Anti-Corruption Laws, such as direct or indirect payments, for the purpose of assisting Cellebrite in obtaining or retaining business, to any of the following:

4.2.1. Government officials (including any person holding an executive, legislative, judicial or administrative office, whether elected or appointed, or of any public international organization, such as the United Nations or World Bank, or any person acting in any official capacity for or on behalf of such government, public enterprise or state-owned business),

4.2.2. Political parties or party officials,

4.2.3. Candidates for political office, or

4.2.4. Any person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the above-identified persons or organizations.

5. Prohibition against Forced Labor, Child Labor and Trans-Shipment

5.1. Purchaser, or any person employed by it or acting on its behalf, will comply with all applicable laws pertaining to employment and employment practices, including all laws relating to labor relations, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, immigration, wages, hours, overtime compensation, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers' compensation, leaves of absence and unemployment insurance.

5.2. Purchaser, or any person employed by it or acting on its behalf, shall not manufacture, assemble or package products, shall not provide any service, and shall not engage in any activity, in connection with the delivery of its obligation towards

Cellebrite, through the use of forced labor, prison labor or forced or illegal child labor.

5.3. Purchaser, or any person employed by it or acting on its behalf, shall not transship any products for the purpose of mislabeling evading quota or country of origin restriction or for the purpose of avoiding compliance with forced labor, prison labor or child labor laws.

6. General

6.1. References herein to the term "**Purchaser**" shall include any of the Purchaser's direct or indirect parent, subsidiary and affiliated companies, and their respective successors and assigns.

6.2. The Purchaser acknowledges that the provisions of this Undertaking serve as an integral part of any agreement, written or oral, with Cellebrite.

6.3. This Undertaking shall be governed by and construed in accordance with the laws of the State of Israel excluding that body of law pertaining to conflict of law, and shall be subject to the sole and exclusive jurisdiction of the competent courts located in the city of Tel Aviv.

STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND JLL VALUATION & ADVISORY SERVICES, LLC FOR PROPERTY APPRAISALS PURSUANT TO RFP 26-004

This Agreement for property appraisals ("Agreement") is entered into on the date of the last signature affixed hereto ("Effective Date") by and between Waller County, Texas ("County"), a political subdivision of the State of Texas, and JLL Valuation & Advisory Services, LLC ("Contractor"), a Delaware limited liability company, with its principal place of business at 200 E. Randolph Drive, Suite 4300, Chicago, Illinois 60601 (each referred to individually as "Party" and collectively as "Parties").

WHEREAS, the County was awarded a grant for the Waller County HUD MID Drainage Improvement Program (the "Project") by the Texas General Land Office ("GLO") under the United States Department of Housing and Urban Development's ("HUD") Community Development Block Grant Mitigation ("CDBG-MIT)" program (the "Grant");

WHEREAS, the County entered into a grant agreement with the GLO having GLO Contract No. 24-065-015-E172 to implement the Project which requires the construction of a detention pond in or near Brookshire, Texas;

WHEREAS, the County desires to acquire a land parcel in order to continue the Project;

WHEREAS, the acquisition of appraisal services is governed by Texas Government Code Chapter 2254, the Professional Procurement Act;

WHERAS, the County solicited proposals from qualified providers of professional appraisal services through RFP 26-004, and determined that Contractor was a qualified provider based on demonstrated competence and qualifications to perform the services, and negotiated with Contractor to receive the services for a fair and reasonable price;

WHEREAS, County and Contractor desire to enter into this Agreement to clarify and make explicit the rights, duties, and responsibilities between the Parties;

WHEREAS, the County and Contractor have the intent to comply with all applicable laws relative to the purchase;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

SECTION 1. AGREEMENT

1.1 Services to be Performed: The Contractor shall provide appraisal services as designated by the County pursuant to this Agreement. Any appraisal provided pursuant to this Agreement

is to estimate the fair market value of a specified property, as of the specified date of valuation, for the proposed acquisition of the property rights specified (e.g., fee simple, etc.) for a federally assisted project. When used in this agreement, the word "appraisal" means a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information. The appraisal(s) shall meet the requirements of applicable federal, state, and local policies, regulations, and procedures. Contractor represents and warrants that each appraisal will be performed by a State-certified "Certified General Appraiser" or "Certified Residential Appraiser" by the State of Texas, and shall provide the County with proof that certification is current during the Term of this Agreement. Contractor represents and warrants that it, and any appraiser performing work under this Agreement is familiar with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs at 42 USC Sec. 4601-4655 (the "URA"), as well as the Code of Federal Regulations (CFR) provisions that apply to the URA.

1.2 Contract Documents: The following documents constitute the "Contract Documents":

a. this Agreement;

b. the Pricing, attached hereto as Exhibit A; and

c. the Federal Terms, attached hereto as Exhibit B.

All of the Documents referred to in this Section 1.2 are incorporated by reference and made a part of this Agreement for all purposes as though each were written word for word in this Agreement.

In interpreting this Agreement and resolving any ambiguities, the Contract Documents shall be given precedence in the following order: 1) the Federal Terms, 2) this Agreement 3) the Proposal.

SECTION 2. DESIGNATED REPRESENTATIVES

2.1 County's Designated Representatives: The County designates the County Grant Manager as the Designated Representative with regard to the services performed under this Agreement.

2.2 Contractor's Designated Representatives: Contractor designates [NAME] as its Designated Representative with regard to the services performed under this Agreement.

2.3 Changes to Designated Representatives: Either Party may change its Designated Representative(s) by providing written notice to the other Party.

SECTION 3. CONTRACTOR'S OBLIGATIONS

3.1 Appraisal Services: The Contractor shall provide appraisal services to the County for the Waller County HUD MID Drainage Improvement Program funded through a grant from the Texas General Land Office ("GLO") under the United States Department of Housing and Urban Development's ("HUD") Community Development Block Grant Mitigation ("CDBG-MIT)" program.

3.2 Requirements: The appraisal(s) shall be made in accordance with this Agreement, and the rules and regulations promulgated under or applicable to the CDBG-MIT Program, and any other applicable laws. The appraisal report(s) shall contain the appraiser's analysis, opinions and conclusions. The appraisal(s) shall be performed according to 49 CFR § 24.103, which is intended to be consistent with the Uniform Standards of Professional Appraisal Practice. The Contractor represents and warrants that it is familiar with 49 CFR § 24.103 and its requirements, and will provide appraisal(s) consistent therewith. All submitted appraisal(s) must be accompanied by a written statement that summarizes the basis for the appraisal. Additional requirements include:

a. summary format in accordance with federal and state rules for real property acquisition under HUD CDBG-MIT-MOD projects;

b. compliance with 49 C.F.R. § 24.2(a)(3) and 49 C.F.R. § 24.103(a)(2)(i);

c. inclusion of information concerning property rights (e.g., title information, known and observed encumbrances, property rights to be acquired, etc.), fair market value, contamination assumptions, valuation dates, title information, zoning, present use, and five-year sales history;

d. identification of highest and best use with supporting analysis identifying the market-based highest and best use if different from current use;

e. provision of adequate photographs, maps, and descriptions of subject property, including its physical characteristics (e.g., sketch of the property and the location and dimensions of any improvements), a description of comparable sales, and location maps of the property and comparable sales;

f. disregard for any project-related influence on property value;

g. presentation and analysis of relevant market information (Specific requirements for market information should be included in the appropriate agency's appraisal procedural manual and should include research, analysis, and verification of comparable sales. Inspection of the comparable sales should also be specified.)

3.3 Inspections: Contractor must perform an inspection of the subject property. The inspection should be appropriate for the appraised property, and any report or appraisal should address 1) the extent of the subject property inspection, including interior and exterior areas, 2) description of the neighborhood and proposed project area, and 3) the level of detail of the physical characteristics of the property being appraised (and the remaining property in the case of partial acquisition).

3.4 Improvements: If any buildings, structures, or other improvements exist on land subject to an appraisal, the Contractor shall separately establish the fair market value which said buildings, structures, or other improvements contribute to the fair market value of the real property to be acquired.

3.5 Assumptions and Limiting Conditions: Contractor's appraiser(s) shall state all relevant assumptions and limiting conditions.

3.6 Certification: The appraisal shall include a certification of the appraiser.

3.7 Owner Coordination: Contractor shall afford property owners or their representatives the opportunity to accompany the appraiser during the property inspection. The Contractor shall maintain accurate documentation of all communications and meetings with property owners using County-approved formats.

3.8 Record Keeping: Contractor shall keep comprehensive records concerning appraisal(s) performed or requested pursuant to this Agreement for a period of three (3) years beginning on the date of final closeout of the grant with the GLO.

3.9 Third Party Appraisal Review: Contractor is required to obtain an independent third-party review of each appraisal provided pursuant to this Agreement. In such an event, the acquisition of the third-party review services must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318-327, and all other applicable federal, state, and local procurement procedures, including Texas Government Code Chapter 2254. Contractor must confirm that a firm chosen for third-party review services is not debarred from receiving state or federal funds with the Texas Comptroller's Vendor Performance Program and the U.S. General Services Administration's System for Award Management. The chosen third-party review firm must enter into an agreement with the County before performing any review services. Contractor shall be responsible for any recapture of grant funds for failure to comply with applicable procurement procedures.

3.10 Performance Warranty: Contractor represents that all services performed under this Agreement will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Contractor represents that all appraisal(s) provided under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry. If Contractor fails to submit appraisal(s) timely or to perform satisfactorily under conditions required by this Agreement, the County may require Contractor, at its sole expense, to the extent such defect is caused by the negligence of Contractor, to (a) replace all defective appraisal(s); (b) refund any payment received for all defective appraisal(s); and/or (c) take necessary action so that future performance and appraisals conform to the Agreement requirements.

3.11 Time for Performance: Contractor shall commence an appraisal of the Primary Parcel, as identified in Exhibit A, following the County's issuance of a Notice to Proceed. If the County decides to proceed with an appraisal of an Alternate Parcel, as identified in Exhibit A, the County will issue a separate Notice to Proceed for each additional appraisal requested. Contractor shall complete the requested property appraisal no later than thirty (30) days from the date the Notice to Proceed is issued.

3.12 Ownership and Use of Materials: Contractor shall give the County a compilation in a digital medium of all documents, films, recordings, or reports, if any, that Contractor compiled in connection with its performance of the Agreement. The County owns, and Contractor hereby assigns to GLO, all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Agreement, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Agreement, with the County and GLO having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the Contractor, subject

to any other restrictions on publication outlined in this Agreement, and without expense or charge.

3.13 License: Contractor grants the County and GLO a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

3.14 Texas Products and Materials: Contractor shall comply with Texas Government Code Section 2155.4441 concerning the purchase of products and materials produced in the State of Texas, but only to the extent such compliance is consistent with 2 C.F.R. 200.319.

3.15 Conference and Cooperation: Contractor shall confer with the County or the Designated Representative on an as needed basis to ensure the services are performed satisfactorily, and to make any necessary or requested adjustments. Contractor shall cooperate at all times with the County, and other contractors providing services to the county to maintain maximum efficiency.

3.16 Necessary and Qualified Staff: Contractor shall provide necessary staff and equipment to perform the services, and shall be responsible for any cost associated with implementing this Agreement. Contractor agrees to employ, maintain, and assign a sufficient number of competent and qualified personnel to provide the services required by this Agreement.

3.17 USPAP and URA Compliance: Contractor's appraisal(s) must conform to the Uniform Standards of Professional Appraisal Practice ("USPAP"), the Uniform Relocation and Real Acquisition Policies Act of 1970 ("URA"), and any other applicable rule or regulation promulgated by either GLO or HUD for the CDBG-MIT Program, and the appraiser must certify compliance in the appraisal report at the time the appraisal is produced. In the event the GLO, HUD, or any other state or federal agency with jurisdiction over the County's Grant determines that the appraisal(s) provided by Contractor do not comply with USPAP, URA, or any other applicable rules or regulations, the Contractor shall take whatever action is necessary to remedy the non-compliance, including making required revisions or providing new appraisal(s). The County will not remit payment for any non-compliant appraisal.

SECTION 4. CONTRACT PRICE

4.1 Compensation: In consideration of the services to be performed by the Contractor under the terms of this Agreement, the County shall pay Contractor in accordance with the Exhibit A: Pricing for appraisal(s) performed.

4.2 Invoices: Contractor shall submit an invoice to the County for rendered services provided hereunder.

4.3 Payment: Payment to Contractor shall not be made until the County determines that the appraisals performed meet the requirements of applicable federal and state laws and regulations. The County agrees to pay Contractor services already performed in the amount identified in Section 4.1 according to the terms and conditions of this Contract. The County will not "prepay" for services that have not yet been rendered. The County shall pay all valid invoices in accordance with Texas Government Code Chapter 2251. The County will

not pay an invoice in full if there is a dispute about the accuracy of the invoice.

4.4 Right to Withhold Payment: The County may withhold or nullify the whole or part of any payment to Contractor to such extent as the County deems necessary in the event that:

a. Work is not performed in accordance with the Contract Documents, and the defective performance is not remedied as required by the County and in the timeframe required by the County;

b. The work performed is not to the satisfaction of the County, and the Contractor does not remedy the work performed to the satisfaction of the County; or

c. Contractor or its employees, staff, agents, or representatives cause damage to County property.

4.5 Right to Setoff: Notwithstanding anything to the contrary in this Agreement, and without prejudice to any other right or remedy the County has or may have, the County may set off or recoup any amount it owes to Contractor against any amount for which the County determines in good faith that Contractor owes the County.

SECTION 5. TERM AND TERMINATION

5.1 Agreement Term: This Agreement shall begin on the Effective Date and shall terminate upon closing of the project with the GLO (the "Term"), unless either Party terminates this Agreement earlier in accordance with its terms.

5.2 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.

5.3 Termination for Failure to Perform: Either Party may terminate this Agreement if the other Party fails to perform in accordance with the terms of this Agreement, provided that the failure to perform is at no fault of the terminating Party. Contractor shall be responsible for any expenses it incurs after the date of termination.

5.4 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice and without the opportunity to cure if Contractor, or any of its parent or subsidiary business entities responsible for providing services under the Agreement become insolvent or files any petition for bankruptcy.

5.5 Termination for Cause or Convenience: The County may terminate this Agreement for cause or convenience, and without penalty, by providing at least thirty (30) days prior written notice to the Contractor in accordance with Section 5.6. The notice must state the reasons for such termination. The Agreement will continue in force during the thirty (30) day notice period.

5.6 Notice of Termination: The terminating Party shall provide thirty (30) days written notice of termination to the other Party as provided in Section 17.27.

5.7 Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Agreement will terminate on the date specified in the

written termination notice, or if no date is specified, on the thirtieth (30th) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.

5.8 Termination Without Penalty: Contractor shall not be entitled to any damages, whether direct or indirect, should the County choose to exercise its option to terminate.

SECTION 6. NO EXCLUSION OR PAYMENT

6.1 No Exclusion or Payment: Contractor understands and agrees that this Agreement does not create an exclusive right for Contractor to provide the services contemplated by this Agreement.

SECTION 7. RECORDS AND AUDITS

7.1 Records and Audits: The Comptroller General of the United States, the GLO, the State Auditor's Office, the County, and the Waller County Auditor shall have access to and the right to examine any books, documents, papers, and records of Contractor involving transactions relating to this Agreement that the auditing entity considers relevant to the audit. The County shall give Contractor reasonable advance notice of intended inspections or audits. Contractor shall maintain records necessary for the appropriate governmental entity to complete an audit, and to comply in all respects with any request pursuant to this Section for records and documents for the purpose of performing an audit.

7.2 State Auditor: The state auditor may conduct an audit or investigation of Contractor. The acceptance of funds under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. The County may unilaterally amend the Agreement to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

SECTION 8. INTERPRETATION

8.1 Interpretation: This Agreement controls over any other document, order form, purchase order, terms, or conditions in regard to the services to be performed hereunder.

SECTION 9. SITE INSPECTION AND COORDINATION

9.1 Site Inspection and Coordination: Contractor represents that Contractor is thoroughly acquainted with all matters relating to the performance of this Agreement. All services under this Agreement shall be coordinated under, and performed to the satisfaction of the County or the Designated Representative.

SECTION 10. NO DISCLAIMER OF WARRANTIES

10.1 No Disclaimer of Warranties: Contractor shall not disclaim any warranty provided by law. All warranties survive the termination of this Agreement.

SECTION 11. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS.

11.1 Permits; Compliance with Laws and Regulations: Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal

law for the performance of the services prior to executing this Agreement. Contractor shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the services to be performed.

SECTION 12. CONFLICTS OF INTEREST

12.1 Conflicts of Interest: Contractor shall comply with all conflict-of-interest laws and regulations applicable to the Program and Grant. Contractor shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. Contractor represents and warrants that performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably created an appearance of impropriety. Further, Contractor represents and warrants that, in performance under the Agreement, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code, if applicable. Contractor has disclosed in writing to the County all existing or known potential conflicts of interest relative to the performance of this Agreement. If circumstances change during the course of the Agreement, Contractor shall promptly notify the County.

SECTION 13. INDEPENDENT CONTRACTOR.

13.1 Independent Contractor: In performing the services under this Agreement, Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Agreement, in cooperation with the County, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Agreement or act of the Contractor in the performance of this Agreement shall be construed as making Contractor or its employees an agent, servant, or employee of the County in any capacity or form.

SECTION 14. INDEMNITY.

14.1 INDEMNITY: CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL THIRD PARTY CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE NEGLIGENT OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE OR MALFEASANCE OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS

CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, AGREEMENT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

TO THE EXTENT ALLOWED BY LAW, CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER

INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF CONTRACTOR PURSUANT TO THIS AGREEMENT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE COUNTY'S AND/OR CONTRACTOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE COUNTY BY CONTRACTOR OR OTHERWISE TO WHICH THE COUNTY HAS ACCESS AS A RESULT OF CONTRACTOR'S PERFORMANCE UNDER THE AGREEMENT. CONTRACTOR AND THE COUNTY SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE WALLER COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE ("DAO") WHEN THE COUNTY IS A NAMED DEFENDANT IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE DAO. IN ADDITION, CONTRACTOR WILL REIMBURSE THE COUNTY FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE COUNTY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF CONTRACTOR OR IF THE COUNTY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE COUNTY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE COUNTY'S COUNSEL.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION 15. INSURANCE REQUIREMENTS

15.1 Insurance Limits and Required Certificates: Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of JLL Valuation & Advisory Services, LLC, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company authorized to do business in the State of Texas, and shall be of the following types and limits:

a. Workers Compensation in accordance with the laws of the State of Texas.

b. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

c. Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy

holder.

d. Commercial Automobile Liability coverage for non-owned, and hired vehicles, with minimum a combined single limit of $1,000,000.

e. Professional liability insurance with limits of not less than $1,000,000 per claim and annual aggregate.

15.2 Additional Insured: Contractor's insurance policies that cover performance under this Agreement shall include the County as an additional insured.

15.3 Certificates of Insurance: Contractor shall provide the County with certificates of such insurance within thirty (30) days of the Effective Date, and the certificates shall indicate insurance coverage as of the Effective Date.

15.4 No Decrease in Liability: The County's acceptance of the certificates of insurance shall not relieve or decrease Contractor's liability.

15.5 No Cancellation or Modification: Contractor shall not cancel or modify the insurance coverages required by this Agreement until Contractor's insurers provide thirty (30) days prior written notice to the County. In the event a cancellation or modification alters coverages so that any requirement in Section 15 is not met, the County, in its sole discretion, may terminate this Agreement.

SECTION 16. TEXAS CERTIFICATIONS

16.1 Antitrust Certification Statement: Pursuant to Texas Government Code Section 2155.005, Contractor certifies that in connection with this Agreement and the submitted Proposal, neither Contractor, nor any of its representatives have 1) violated any provisions of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15, 2) violated any federal antitrust law, or 3) directly or indirectly communicated any of the contents of the submitted Proposal to any of Contractor's competitors, or any other company, corporation, firm, partnership, or individual engaged in the same line of business as Contractor.

16.2 No Boycott of Israel: Contractor certifies that it does not boycott Israel, and will not boycott Israel during the term of this Agreement.

16.3 No Boycott of Energy Companies: Under Section 2276.002, Texas Government Code, the Contractor certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

16.4 No Discrimination Against Firearm and Ammunition Industries: Under Section 2274.002, Texas Government Code, the Contractor certifies that it does not discriminate against firearm and ammunition industries

16.5 No Compensation from State Agency: Under Section 2155.004, Texas Government Code, the Contractor certifies that the Contractor is not ineligible to receive this Agreement, and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

16.6 Countries Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations: Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government

Code.

16.7 Former and Retired State Agency Employees: In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Contractor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under this Agreement, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of this Agreement. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Contractor further represents and warrants that if a former employee of the GLO was employed by Contractor within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Contractor that the employee worked on while employed by the GLO.

16.8 Hurricanes Rita and Katrina: Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

16.9 No Involvement in Human Trafficking: Under Section 2155.0061, Texas Government Code, Contractor certifies that it is not ineligible to enter this Agreement, and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

SECTION 17. MISCELLANEOUS PROVISIONS

17.1 Recitals: The Recitals are incorporated into this Agreement.

17.2 Jurisdiction and Venue: This Agreement is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Agreement shall be in a court of competent jurisdiction in Waller County, Texas. This Agreement is made and is to be performed in Waller County, Texas.

17.3 Non-discrimination: Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§16811683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as

amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

17.4 Child Support Obligations: Under Section 231.006 of the Texas Family Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

17.5 No Gratuities: Contractor represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Agreement.

17.6 Non-appropriation: This Agreement is contingent upon the continued availability of lawful appropriations by the Texas Legislature and distribution of those funds by the GLO to the County. Contractor understands that the obligations of the County under this Agreement are subject to the availability of funds. If such funds are not appropriated or become unavailable, the County may terminate this Agreement, and Contractor shall be responsible for all expenses occurring after the date of termination. Further, Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Anticipated orders or other obligations that may arise past the end of the current Waller County fiscal year shall be subject to budget approval. Any contract that extends beyond the current Waller County fiscal year is contingent upon the appropriation of funds from the relevant budget and fiscal year. If for any reason funds are not appropriated to continue the Agreement, said Agreement shall become null and void on the last day of the current appropriation of funds. Contractor shall be responsible for all expenses occurring after the date of termination.

17.7 Prohibited Vendors List: Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

17.8 Accuracy of Information: Contractor represents and warrants that all statements and information prepared and submitted in connection with this Agreement are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Agreement is a material breach of

contract and may void the Agreement or be grounds for its termination.

17.9 Suspension and Debarment: Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Agreement by any state or federal agency.

17.10 Prevention of Trafficking: Pursuant to 22 U.S.C. § 7104(g), the County, GLO, or HUD may terminate this Agreement or take any other remedial action authorized under 22 U.S.C § 7104b(c), without penalty, if the Contractor engages in, or uses labor recruiters, brokers, or other agents who engage in:

a. severe forms of trafficking in persons,

b. the procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect,

c. the use of forced labor in the performance of the grant, contract, or cooperative agreement; or

d. acts that directly support or advance trafficking in persons, including the following acts:

1. destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents.

2. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

A. exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, contract, or cooperative agreement; or

B. the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.

3. soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.

4. charging recruited employees placement or recruitment fees.

5. Providing or arranging housing that fails to meet the host country housing and safety standards.

17.11 Communications with Third Parties: The GLO and the United States and Texas governmental authorities named in Article VII of GLO contract number 24-065-015-E172 may initiate communications with Contractor, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to GLO contract number 24-065-015-E172. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in Article VII therein.

17.12 Compliance with Other Laws: Contractor must comply with all applicable federal, state, and local laws, statutes, ordinances, regulations, and policies in effect or hereafter established. Contractor is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Agreement. In addition, Contractor represents and warrants that it will comply with all requirements imposed by the County, GLO, HUD, or any other governmental agency with jurisdiction concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Contractor, the more restrictive requirement applies.

17.13 Political Polling Prohibition: Contractor represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling, except that this prohibition does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

17.14 Right of Review: The County or the Designated Representative may review and inspect any and all of the services performed by Contractor under this Agreement. The is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Agreement as may be reasonably necessary. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Agreement. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Agreement shall be subject to County's rights as may be disclosed by a review under this Section.

17.15 No Subcontractors: Contractor shall not subcontract any portion of its duties under this Agreement, unless the County has provided prior written consent. In the event that the County provides written consent for a portion of the services to be performed by a subcontractor, the subcontractor must agree to be bound by the terms of this Agreement.

17.16 No Waiver: No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. Either Party's failure to require strict performance of any provision of this Agreement does not waive or diminish the that Party's right thereafter to demand strict compliance with that or any other provision. Neither Party's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. Neither Party, nor its employees, officers, and officials waive, modify, or alter to any extent any of their defenses, immunities, or remedies.

17.17 Force Majeure: Neither Party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of services resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications, or Internet equipment or service, or other catastrophes, or any other occurrences which are reasonably beyond a Party's control. The Parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the Part seeking relief under this provision. The Party seeking relief due to

force majeure is required to promptly notify the other Party in writing, citing the details of the force majeure event and the relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either Party to this Agreement, causes solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.

17.18 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

17.19 Entire Agreement: This Agreement, together with all of its exhibits, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by both Parties.

17.20 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Agreement.

17.21 Tax Exempt: The County is tax-exempt, and will not pay a tax from which it is exempt. Tax exempt paperwork may be provided upon written request.

17.22 No Arbitration: A dispute arising under this Agreement shall not be subject to arbitration.

17.23 Waiver of Subrogation: All liability policies, including Workers' Compensation written on behalf of Contractor, shall contain a waiver of subrogation in favor of County and, with the exception of Professional Liability, members of the Commissioners Court.

17.24 No Third-Party Beneficiaries: This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.

17.25 Authority to Sign: Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.

17.26 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Agreement. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the

County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

17.27 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:	To the Contractor:
Waller County Judge 836 Austin St., Suite 4300 Hempstead, Texas 77445	Attn: W. Cameron Boone, IV 4200 Westheimer Rd., Suite 1400 Houston, Texas 77027

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been entered into as of the last date of signature affixed hereto.

COUNTY	**CONTRACTOR**
WALLER COUNTY, TEXAS a political subdivision of the State of Texas	**JLL VALUATION & ADVISORY SERVICES, LLC** a Delaware limited liability company
Carbett "Trey" Duhon, III County Judge	W. Cameron Boone, IV Managing Director
Date	Date
ATTEST	**ATTEST**
Debbie Hollan County Clerk	David R. Dominy Executive Managing Director

RFP 26-004 Appraisal Services
Exhibit A: Pricing

Price is to include all expenses. No additional fees will be paid. Provide pricing below for appraisal per parcel. Disclose the portion of cost that represents profit in dollars. Cost-plus methods are prohibited.

Parcel Description	Independent Review Required	Appraisal Price Per Parcel	Profit Disclosure
Primary Parcel			
Parcel ID 40215 (NW corner of Stella Rd & Stalknecht Rd. (Lat: 29.79534, Lon: -95.94193)	Yes	$ 3,300	$330
Alternate Parcels (as needed)			
Parcel ID 13402 – 1570 Stalknecht Rd (Lat: 29.793133, Lon: -95.938502)	Yes	$ 5,000	$500
Parcel ID 13400 – NE from Stalknecht Rd. & 1st St. (Lat: 29.791735, Lon: -95.938492)	Yes	$ 5,000	$500
Parcel ID 13401 – 0.12 mi E from Stalknechtd Rd. & 2nd St. (Lat: 29.790209, Lon: -95.937701)	Yes	$ 3,300	$330
Parcel ID 244012 – 1132 Stalknecht Rd. (Lat: 29.789650, Lon: -95.938617)	Yes	$ 5,000	$500
Parcel ID 13393 – 1042 Stalknecht Rd. (Lat: 29.787664, Lon: -95.938450)	Yes	$ 6,000	$600
Parcel ID 13397 – 0.24 mi E of Stalknecht Rd. & 1st St. (Lat: 29.791608, Lon: -95.935861)	Yes	$ 3,300	$330
Parcel ID 255863 – 0.2 mi E of Stalknecht Rd. & 3rd St. (Lat: 29.789262, Lon: -95.935673)	Yes	$ 3,300	$330
Parcel ID 244012 – 0.25 mi E of Stalknecht Rd. & 3rd St. (Lat: 29.789000, Lon: -95.935715)	Yes	$ 3,300	$330
Parcel ID 188171 – 32710 McAllister Rd. (Lat: 29.791779, Lon: -95.933170)	Yes	$ 3,300	$330

Acknowledgement of Receipt of Addendum(s), if issued by Purchasing, to the Request for Proposal Document.

Addendum No 1 dated (no date on addendum) Received 01/26/26

Addendum No 2 dated (no date on addendum) Received 01/27/26

JLL Valuation & Advisory Services, LLC
Name of Respondent

William C. Boone IV
Signature of Authorized Representative

W. Cameron Boone IV, MAI, R/W-AC
Printed Name of Representative

EXHIBIT B

Federal Clauses

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below, and any additional terms required by the applicable grant. These terms flow down to all third-party contractors and their subcontracts at every tier that exceed the small purchase threshold as set by the County, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses, and any additional terms required by the applicable grant to be included in each covered transaction at any tier.

1.0 Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2.0 Termination for Convenience of the County.
County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing 30-days' advanced written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. In the event of termination for convenience, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled

to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

3.0 Changes. The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

4.0 Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT-MOD program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5.0 Personnel.

a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6.0 Assignability. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided, however, that claims for money by the Contractor from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

7.0 Reports and Information. The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8.0 Records and Audits. The Contractor shall ensure when applicable that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9.0 Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the County.

10.0 Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

11.0 Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12.0 Conflicts of Interest.

a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the CDBG-MITMOD award between GLO and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-MIT-MOD award between GLO and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the CDBG-MIT-MOD award between GLO and the County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-MIT-MOD award between GLO and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

13.0 Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

14.0 Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over $10,000). To the extent permitted by federal and state law, during the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16.0 Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17.0 Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

18.0 Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded

from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

19.0 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to $100,000). The Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Contractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediments that would prevent them from complying with the part 24 CFR 75 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Contractor agrees to include this section 3 clause (the entirety of Section 20, Economic Opportunities for Section 3 Residents and Section 3 Business Concerns) in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

e. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75.

f. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

21.0 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Contractors.

a. To the extent permitted by federal and state law, the non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

b. Affirmative steps must include:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this section.

22.0 Patent Rights and Inventions. The Contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Subrecipient wishes to enter

into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).

23.0 Energy Efficiency. The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).

24.0 Access to Records. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office, and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the CDBG-MIT-MOD award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's CDBGMIT-MOD contract with GLO. This right also includes timely and reasonable access to Contractor's personnel for the purpose of interview and discussion related to such documents.

25.0 Retention of Records. Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award must be retained for a period of three years from the date of submission of the final expenditure report, or for federal awards that are renewed quarterly or annually, from the date of submission of the quarterly or annual financial report respectively, as reported to the federal awarding agency or pass-through entity.

If any litigation, claim, or audit is started, before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

The retention period may be extended if the County is notified in writing by the federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

Records for real property and equipment acquired with federal funds must be retained for three years after final disposition.

26.0 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended (if contract is greater than or equal to $150,000). The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

27.0 Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The Contractor agrees to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include

procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. To the greatest extent practicable and consistent with law, Contractor should purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

28.0 Domestic Preference for Procurements. Contractor understands and agrees that, to the greatest extent practicable and consistent with law, the County has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For the purposes of this section, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

29.0 Verification No Boycott Israel. As required by Chapter 2270, Government Code, the Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this 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.

30.0 Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

December 12, 2025

Ms. Julie A. Petersen, Director
USCA Municipal Advisors
4444 Westheimer, Suite G500
Houston, Texas 77027

RE: Arbitrage rebate calculation services proposal, on behalf of Waller County, Texas

Dear Ms. Petersen,

Arbitrage Compliance Specialists, Inc. ("ACS") is pleased to present this fee quote for ***Arbitrage Rebate Compliance Services*** to Waller County, Texas (the "County"). Our specialized knowledge of the Internal Revenue Code and Treasury Regulations coupled with our unparalleled arbitrage consulting experience with local municipal debt, our approach to services, and experienced client services team positions us to uniquely serve as the County's arbitrage rebate consultant. Some of the distinct benefits of selecting ACS for arbitrage rebate and yield restriction compliance services includes:

- **Regional Experience:** ACS is an active arbitrage rebate consultant within Texas, and provides our service to over three hundred cities, counties, school districts, health systems and municipal utility districts in the state. We have completed thousands of arbitrage rebate and yield restriction calculations on general obligation/unlimited tax bonds, revenue bonds, loans, notes, and commercial paper financings. We have completed over 20,000 arbitrage calculations for issuers in the state and over 61,000 calculations nationwide.

- **Dedicated, Experienced Staff:** Our firm has provided arbitrage rebate and yield restriction services to our clients dating back to 1986. ACS' team is highly experienced in the accounting, financial, and legal aspects of arbitrage consulting services. Our personnel that would be assigned to the calculations possess **115** years of combined experience providing arbitrage rebate consulting services.

- **Professional Opinions Provided by a Licensed CPA:** Administration of the entire calculation process is overseen by a CPA with 25 years of experience in the arbitrage industry. ACS also utilizes a former tax attorney (ACS' original co-founder) for assistance with complex calculations that require legal interpretation. Each report will include a statement that the calculation methodology used is consistent with the current Tax Code and may be relied upon by the County in determining the arbitrage rebate or yield restriction payment (if any) to the United States Treasury.

- **Value-Added Services:** We offer competitive fees, qualified personnel, and decades of experience which in turn deliver excellent value to our clients. Specializing solely in arbitrage calculations, we have developed an accurate and efficient means of calculating arbitrage liabilities. Our fees are straightforward and do not include hourly or one-time engagement fees. As part of our flat fee structure, ACS also provides on-going support services throughout the entire life cycle of the bond. As an independently owned firm specializing solely in arbitrage services, we offer a highly transparent and accessible service to our clientele. Most of ACS 1,800 clients nationally continue to select ACS as their arbitrage consultant due to the personalized nature of our services.

As an independent firm with no ties to the underwriting or financial advisory community, no outside investors or debt, ACS is positioned to provide uncompromised independent arbitrage rebate services to our clients. We appreciate the opportunity to provide our services the County and look forward to speaking with you and your colleagues soon.

Respectfully submitted,

Matt Collins, Vice President
Arbitrage Compliance Specialists, Inc.

ACS FEE QUOTE/ SCHEDULE – WALLER COUNTY, TEXAS

At a minimum, the IRS requires calculations every five years from the issuance date and upon final maturity of the bonds. Since the County may also require calculations more frequently than every five years, ACS is pleased to offer the County an annual report fee, in addition to a report fee for computation periods in excess of 12 months. ***ACS does not charge additional fees for commingled funds, transferred proceeds, or variable rate debt issues. In fact, our fees also include record retention services, IRS audit support, and on-site or virtual training.***

We believe the prices offered are competitive and commensurate with the quality value and experience we have provided our clients dating back to the inception of the arbitrage regulations in 1986. The IRS recognizes the complexities and costs involved in the calculations, thereby providing for computation date credits to be included in each rebate calculation. Our annual fee proposed below is still well below the 2025 IRS credit amount of $2,070.

TOTAL COST SCHEDULE – ARBITRAGE REBATE CALCULATIONS

Report Title	Fee
Cost for first year in the calculation period (per bond)	$750.00
Cost for additional one-year periods in the computation period	$500.00

TOTAL COST SCHEDULE – YIELD RESTRICTION CALCULATIONS (IF APPLICABLE)

Report Title	Fee
Project Yield Restriction Fund Calculation (only if funds are not spent in 3-years)	$750.00

Ancillary Services Included with the Arbitrage Rebate Calculation Fee:

Pre-calculation and Post-Calculation Services:	
Virtual training of County personnel (if requested)	Included
Arbitrage Rebate Calculation Services:	
Commingled funds analyses	Included
Spending exception calculations	Included
Transferred proceeds analyses	Included
Debt service reserve funds	Included

Expected cost (per bond) for either a one-year, two-year, three-year, four-year, and five-year computation period based on the proposed cost schedule above:

One-year:	Total: $750.00 ($750 x 1 year)
Two-year:	Total: $1,250 ($750 + $500)
Three-year:	Total: $1,750 ($750 + ($500 x 2))
Four-year:	Total: $2,250 ($750 + ($500 x 3))
Five-year:	Total: $2,750 ($750 + ($500 x 4))

ACS has provided an estimated cost schedule (based on the quoted fees above) for the 2017 & 2018 General Obligation bonds, along with the 2020 Tax Notes on the following page.

Bond Compliance Program Budget

Waller County, Texas

Monday, December 15, 2025
12/01/22 to 08/31/25

BOND FACTS			REPORT	BUDGET			
Ctrl #	PAR	Bond Issue	Description	Type	Start Date	End Date	Amount
1.00	$9,375,000.00	General Obligation Bonds, Series 2017	Arbitrage Rebate Calculation	05th Year	12/28/17	12/28/22	$2,750.00
2.00	$28,930,000.00	General Obligation Bonds, Series 2018	Arbitrage Rebate Calculation	05th Year	06/28/18	06/28/23	$2,750.00
3.00	$4,870,000.00	Tax Note, Series 2020	Small Issuer Review	Interim	08/20/20	08/20/25	$0.00*

Total $5,500.00

*As long as no other debt was issued by the County between Jan. - Dec. 2020, the 2020 Tax Note will qualify for the small issuer exception to arbitrage rebate.

Calculation Services

1. Complete an in-depth analysis of the applicable bond documents and debt structure by our professional staff to determine bond elections and identify applicable exceptions
2. Monitor IRS filing deadlines, election requirements and restricted periods in our database tracking system to ensure timely reporting.
3. Review the applicable rebate, yield restriction/yield reduction or spending exceptions in compliance with Internal Revenue Code of 1986.
4. Provide calculations with a CPA certified professional opinion that can be relied upon by the Issuer regarding the arbitrage rebate liability. The report will provide supporting documentation to include the calculation method employed, assumptions and conclusions.

Information Provided by the Issuer:

1. The Issuer agrees to provide all necessary information for the debt issue as listed in this engagement letter ("Debt Issuance") within 15 days after the end of Calculation Period to provide ACS adequate time to meet the installment payment deadline as defined in the Tax Code.
   a. Issuer agrees to provide all necessary Debt Issuance documents to include, but not limited to: Official Statement, Tax Certificate, IRS Form 8038-G, Escrow Verification Report and if applicable, letter of credit/liquidity facility and/or swap/hedge agreements.
   b. Issuer agrees to provide all expenditures, investment earnings, and monthly cash investment balances for all gross proceeds. This includes (but is not limited to) the following funds accounts: Capital Project, Debt Service Reserve, Debt Service, Cost of Issuance, Escrow funds and if applicable all liquidity facility fees paid and/or swap/hedge payments. To accurately complete the calculations, as required by the Tax Code, data is to include:
      i. Running balance or at the least a monthly balance.
      ii. Expenditures by date
      iii. Earnings by date.
      iv. Fair Market Value, if available, on the last day of the computation period.
      v. Exclusion of non-cash transactions such as amortization, accounts payable, and accounts receivable, etc.
      vi. Fixed Investment records are to include:
         1. Settlement Date
         2. Purchase Amount
         3. Accrued interest paid on settlement date
         4. Coupon Rate
         5. Maturity Date
         6. Maturity Amount
2. The Issuer agrees to notify ACS within 15 days after the Debt Issuance has been refunded or defeased.
3. The Issuer agrees to notify ACS of all debt issuances that are supported by common funds to include, but not limited to debt service and reserve funds.

Support Services:

1. Discuss the report and findings to ensure a complete understanding of the procedures and recommendations in such report.
2. Prepare a debt compliance monitoring schedule that identifies all-important relevant information by issue including prior calculations, liability amounts, future calculation due dates and important status notes
3. Advise on how future changes in the Tax Code may affect the debt issue.
4. Provide technical assistance and consultation in matters related to the arbitrage compliance regulations.

Other Terms & Conditions:

1. ACS reserves the right to withdraw or re-negotiate the terms of this engagement if our involvement is greater than originally anticipated. Examples include an increase in ACS' time, commitment resources utilized to research and/or locate missing documents or activity requested by ACS, or if information requested by ACS was not provided in the format listed in "Information Provided by Issuer," Sections 1(a), and Sections 1(b).

HISTORY OF ACS

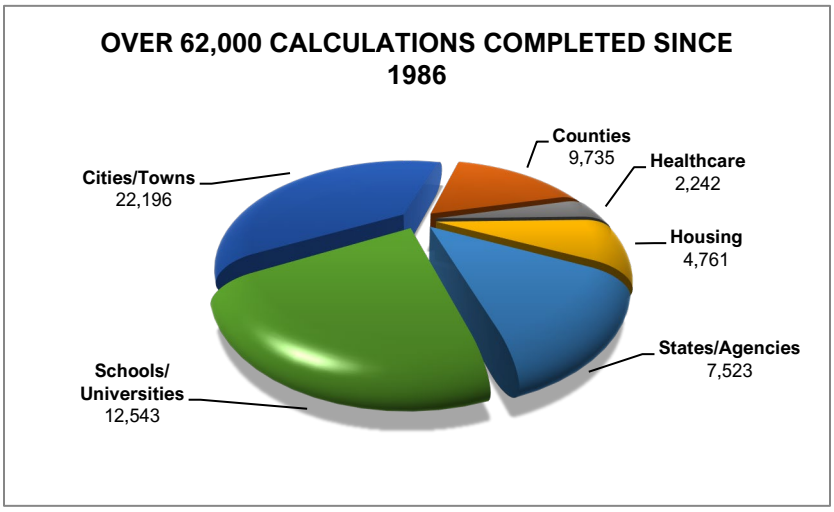
ACS' arbitrage rebate practice was formed in 1986 as part of Price Waterhouse Coopers, one of the eight largest accounting firms in the country at the time, then transitioned to Public Financial Management (PFM) and then incorporated as Arbitrage Compliance Specialists, Inc. in 1994. Ms. Janet P. Sacks, founder of ACS, was requested by the U.S. Congress as an expert in governmental bonds to provide advice regarding the formation of the arbitrage reporting methodology that is in use today. Our firm specializes in arbitrage rebate and yield restriction compliance for municipal issuers of tax-exempt debt. ACS employs 14 full-time professionals and is headquartered in Greenwood Village, Colorado with local offices located across the country. As one of the first arbitrage rebate practices in the country, we have expert knowledge when applying the numerous regulation changes that have taken place since 1986.

RELEVANT EXPERIENCE & QUALIFICATIONS

ACS' team of Arbitrage professionals expertly handle all facets of arbitrage services and bond compliance calculations including arbitrage rebate calculations, yield restriction calculations, spending exception calculations, penalty-in-lieu of rebate calculations, Schedule K of IRS Form 990 reviews, and IRS Voluntary Closing Agreement Program (VCAP) assistance. As an independent firm specializing *solely in the field of arbitrage compliance*, ACS is not involved with providing financial advisor services, bond counsel services or underwriter services to our clients; and therefore, the IRS has regarded our calculations as extremely reliable and free from any internal or external influence.

Since inception, ACS and the proposed project personnel have completed over **64,000** arbitrage rebate calculations on fixed and variable rate debt. In that time, our firm has managed a portfolio that consists of over **18,000** bond issues totaling **$200 billion** in par value. We have provided compliance services for over **1,800** clients with each debt portfolio ranging from one to over three hundred debt issues.

Of our 1,800 clients we serve across the country, we have completed over 20,000 arbitrage rebate calculations for issuers in the State of Texas.



Throughout our history, ACS has completed calculations on a wide array of debt instruments, including (but not limited to): general obligation bonds, revenue bonds, capital leases, commercial paper, revolving lines of credit and many other types of tax-exempt financings.

ACCOUNTING & FINANCE EXPERTISE

Although the IRS or SEC does not require any requisite certifications or specific qualifications to provide arbitrage rebate compliance services, ACS maintains a high standard of employing personnel with accounting and financial services backgrounds. Over 75% of calculation department personnel at ACS possess a higher education degree in accounting and 100% of our calculation team possess a degree in Finance or accounting, including two Certified Public Accountants (CPA's) on staff. Our accountants perform in-depth analysis of the Statements of Net Position, Cash Flow, Revenues, Expenses, and Changes in Net Position in conjunction with the general ledgers and investment statements to ensure that bond proceeds are correctly allocated. Our accountants have a minimum of 9,560 hours of accounting training to include financial reporting, auditing, and taxes. Our personnel that maintain a CPA license and advanced degrees have upwards of 15,000 hours of accounting training.

STAFFING AND KEY PERSONNEL

Core Management Team
ACS' core management team assigned to undertake the proposed calculations possess 115 years of combined experience in the arbitrage compliance field:

Personnel	Years' Experience	Project Role
Doug Pahnke, CPA, President	25 Years	Comprehensive program & calculation leader
Robert Goubert, Director	23 Years	Backup project manager
Matt Collins, Vice President	12 Years	Primary project manager & daily contact
Ira B. Sacks, ACS Co-Founder	35 Years	Legal interpretation/compliance
Sean Cunningham, Vice President	8 Years	Calculation manager
Josh Freeman, Vice President	18 Years	Technical review manager
Nicole McKenna, VP – Client Relations	6 Years	Backup project manager

Doug Pahnke, CPA, President

Mr. Doug Pahnke has 27 years of experience as a project manager for many of the largest state and municipal entities across the nation and currently completes projects for over 7,500 debt issues. As project manager, Mr. Pahnke provides ongoing support to our firm's clients and oversees the entire calculation process from pre-issuance to post issuance compliance. To aid in the monitoring of ACS' client debt portfolios and applicable IRS deadlines, Mr. Pahnke developed a sophisticated Bond Management System ("BMS") software program that is utilized by ACS staff. BMS provides real-time management reports to assist our clients in ensuring full compliance with arbitrage rebate and yield restriction regulations.

Mr. Pahnke serves as a liaison between ACS and bond counsels across the Country. Recognizing bond counsel's need to continuously monitor their client's bond compliance, he developed a unique bond compliance program that has been implemented by more than 15 bond counsels which oversee more than 1,500 bond issues.

In 2013, Mr. Pahnke's vast knowledge of accounting methods coupled with his computer science background led him to develop a state-of-the-art arbitrage rebate computation software suite that enables different accounting methodologies to be run concurrently. The new software has reduced the time required for ACS to complete an arbitrage calculation by half, which has increased our turnaround times and consequently reduced our client's compliance costs.

A nationally recognized expert of the arbitrage rebate Tax Code, Mr. Pahnke coordinates ACS' IRS Audit Assurance to include our team of CPAs, legal counsel, and calculation support staff. Since the inception of the code, ACS has had a 100% rate of favorable outcomes for our clients under audit by the IRS.

Mr. Pahnke is a highly regarded instructor on the topic of arbitrage rebate compliance to government agencies, bond counsel, and accounting firms and is also a member of the United States Treasurers Association, National and State Government Finance Officers Association(s) and the National Association of Bond Lawyers.

Mr. Pahnke possesses over 25 years of arbitrage experience and holds a Bachelor of Science degree in Marketing & Finance from the University of Delaware and a Master of Science in Computer Science from the University of Colorado.

CPA License #29500

Matt Collins, Vice President

Mr. Collins possesses 19 years of financial services experience (13 years in arbitrage consulting and 6 years of management at various banks) in addition to concurrently serving as President of the board of directors for a Colorado special district for three years. Mr. Collins currently manages the arbitrage rebate compliance program for 300 issuers with over $22 billion of outstanding debt for ACS' clients nationwide. Mr. Collins facilitates the completion of over 750 arbitrage calculations annually and over 7,200 since the beginning of his tenure with ACS.

Along with Mr. Goubert, Mr. Collins is also responsible for business development strategy and related activities at ACS. As a former banker - in some cases to tax-exempt debt issuers, Mr. Collins' knowledge of investment structure and strategies provides invaluable insight when analyzing issuer debt portfolios for compliance with IRS arbitrage rebate regulations. Mr. Collins also regularly instructs at seminars across the country for GFOA and ASBO organizations regarding the intricacies of arbitrage rebate compliance.

Mr. Collins is an active member at the National Government Finance Officials Association ("GFOA"), a prior member of the National Association of Bond Lawyers, and member/speaker at 7 other government associations. He holds a Bachelor of Science Degree in Business Administration from the University of Northern Colorado.

Robert Goubert, Director

Mr. Robert Goubert's 25 years of experience in client relationship management began as a Manager with Marriott International Inc. where his responsibilities included budgeting, reconciliation, and customer service training implementation and oversight. Mr. Goubert manages a team of account management professionals; the team's primary function is to assist our clients with a seamless and efficient compliance program and to facilitate the coordination between our clients and our accounting staff.

As a nationally recognized instructor on the arbitrage reporting process, Mr. Goubert regularly presents on arbitrage minimization practices, accounting regulatory requirements, investment tracking systems and IRS audit-proofing procedures across the Country. Mr. Goubert is an active member of the National Government Finance Officials Association ("GFOA") as well as Washington, Oregon, Tennessee, and Utah GFOA state chapters.

Mr. Goubert possesses over 23 years of arbitrage rebate experience.

Mr. Sean Cunningham, Director

Mr. Cunningham joined ACS in 2016 and supervises the accounting and analytics department at ACS; and along with Mr. Pahnke, oversees all client rebate calculations, provides technical training for ACS personnel, and coordinates calculation workflow, quality control, and professional development. During his tenure, Mr. Cunningham has completed more than 4,100 complex arbitrage calculations; and provided quality assurance reviews on over 5,000 calculations.

Mr. Cunningham is particularly adept in adherence to the Tax Code and technical quality assurance metrics. The quality assurance process entails a complete analysis of raw financial data, the review of assumptions used in financial cash flow models and the language used in the arbitrage report to ensure compliance with the Tax Code. With the support of Mr. Pahnke and Ms. Sacks, Mr. Cunningham will primarily be responsible for thoroughly reviewing each arbitrage rebate, yield restriction, IRS Audit Defense report, and IRS Overpayment Recovery Request that is prepared by ACS.

Experience/Education:
8 Years of Arbitrage Rebate Experience
Bachelor of Science Degree – Finance

Josh Freeman, Vice President

Mr. Freeman recently joined ACS after having served as an arbitrage rebate consultant with Hilltop Securities. Mr. Freeman possesses over 18 years of experience providing arbitrage rebate consulting services to municipalities across the country, including Texas. He has completed over 10,500 arbitrage rebate and yield restriction calculations for cities, counties, state agencies, schools & universities, and special districts during his tenure at Hilltop. He has also reviewed over 10,000 arbitrage compliance reports and has created a rigorous quality assurance framework, scrutinizing each aspect of the arbitrage calculation.

Mr. Freeman's process entails a complete analysis of raw financial data, the review of assumptions used in financial cash flow models and supporting methodologies in the arbitrage report to ensure compliance with the Tax Code. Along with Mr. Cunningham, Mr. Freeman will provide quality assurance reviews on all calculations completed for the County ensuring that each arbitrage calculation confirms that the lowest legally permissible arbitrage liability has been calculated.

Mr. Freeman holds a bachelor's degree in finance and marketing from Texas A&M University and holds a Municipal Advisor Representative – Series 50 license from the MSRB.

Nicole McKenna, Vice President – Client Relations

Mrs. McKenna joined ACS in 2018 and oversees ACS' Municipal Utility District (MUD) program, along with various issuers in Colorado and Texas. Mrs. McKenna coordinates with bond counsels, MUD district attorneys, bookkeepers, and ACS staff to complete over 350 arbitrage rebate and yield restriction calculations each year under the program. In addition to overseeing these programs at ACS, she is also responsible for business development strategies at ACS and oversees all human capital/human resources functions for the company.

Prior to joining ACS, Mrs. McKenna worked for an audit firm in Texas, providing audit services to several municipalities in the state. She is a member of the Colorado Government Finance Officers Association (CGFOA), the National Government Finance Officers Association, and the Texas Association of Water Board Directors (AWBD). She holds a Bachelor of Science Degree in Accounting from Texas Christian University.

Experience/Education:
6 Years of Arbitrage Rebate Experience
Bachelor of Science Degree – Accounting

Ira B. Sacks, ACS Co-Founder

Mr. Ira B. Sacks has been specializing in arbitrage rebate computations for over 35 years and led ACS' entire arbitrage rebate computational practice for over 25 years. Mr. Sacks is a renowned tax attorney specializing in Section 148(f) of the Tax Code and applicable regulations with an extensive education and experience within the arbitrage rebate industry. During his tenure with ACS, Ira has completed more than 17,500 of the most multifaceted arbitrage calculations in the industry with a historical firm portfolio par value exceeding $160 billion.

An industry pioneer, Mr. Sacks has first-hand knowledge of completing arbitrage compliance calculations within each significant regulatory modification. Mr. Sacks understands that rebate compliance is a serious business, and the Tax Code is a volatile and complex set of rules and regulations subject to frequent changes and constant reinterpretation. He has completed calculations in conformance with each major evolution of the Code including the 1986, 1989 Temporary, 1992 and 1993 regulations.

Mr. Sacks was also the only tax attorney in the Country who completed arbitrage rebate calculations since the regulations were introduced in 1986. Mr. Sacks' primary goal is to ensure that each ACS calculation is performed in compliance with the Tax Code and Regulations while employing the most creative rebate minimization strategies.

Credited with the development and implementation of an industry-first, commercially available, arbitrage rebate calculation software system, Mr. Sacks also introduced a state-of-the-art bond year slicing optimization financial model used solely by our firm. This technologically advanced approach to isolating variable rate and investment rate allocations has reduced IRS arbitrage rebate and yield restriction payments by more than $25 million.

Mr. Sacks continues to provide support to ACS' computational department by providing his services during any complex calculations that require historical or legal interpretation of the tax code.

Experience/Education:
35 Years of Arbitrage Rebate Experience
Bachelor of Science: Accounting, Finance, Computer Science; Master of Science: Law, Taxation, Business
CPA License #6950 (Retired), Attorney License #11490 (Retired)

PROPRIETARY SOFTWARE SYSTEM

To aid ACS staff and our clients, ACS utilizes a state of the art, proprietary database management system designed specifically for maintaining our clients' post-issuance tax compliance bond portfolio. This system can produce a variety of reports and schedules for ACS staff, as well as our clients. A sample of these reports include:

1. Bond Detail Report: Lists all relevant details for each debt issue including par amounts, premiums or discounts, issuance and maturity dates, yield restriction "temporary period" dates, bond yields, "materially higher yields," relevant investment documents and investment records for each debt, and past, current, and future arbitrage rebate computation dates and installment calculation dates.

2. Arbitrage Rebate Summary Report: Provides a "high-level" view of all outstanding debt issues ACS is tracking, including the most recent arbitrage rebate report that has been completed and its corresponding liability, along with future arbitrage calculation dates for each debt issue. This report can be provided/exported into either pdf or excel formats.

3. Data/Investment Records Request Checklist: This report provides our clients with a clear and precise checklist of all items ACS would like to obtain to complete an arbitrage analysis on a specific bond, or multiple bonds.

4. Budget Report: This report can be utilized by ACS staff and clients to project upcoming arbitrage rebate calculation budgets during the current or future fiscal years.

5. Forecasting Staff Scheduling Report: The number of calculations due each month varies, and as such, the forecasting report assists ACS' managers in scheduling the proper number of accountants to manage peak periods.

ADDITIONAL VALUE-ADDED SERVICES

RECORDS RETENTION

ACS will provide assistance and consultation with investing and retention of all records received by County for the life of the debt issue plus six years to satisfy the federal record retention rules specified under the Tax Code.

PROPRIETARY SOFTWARE SYSTEMS

ACS also utilizes a state of the art, proprietary database management system designed specifically for maintaining our clients' post-issuance tax compliance bond portfolio. This system can produce a variety of reports and schedules for ACS staff, as well as our clients. A sample of these reports include:

6. Bond Detail Report: Lists all relevant details for each debt issue including par amounts, premiums or discounts, issuance and maturity dates, yield restriction "temporary period" dates, bond yields, "materially higher yields," relevant investment documents and investment records for each debt, and past, current, and future arbitrage rebate computation dates and installment calculation dates.

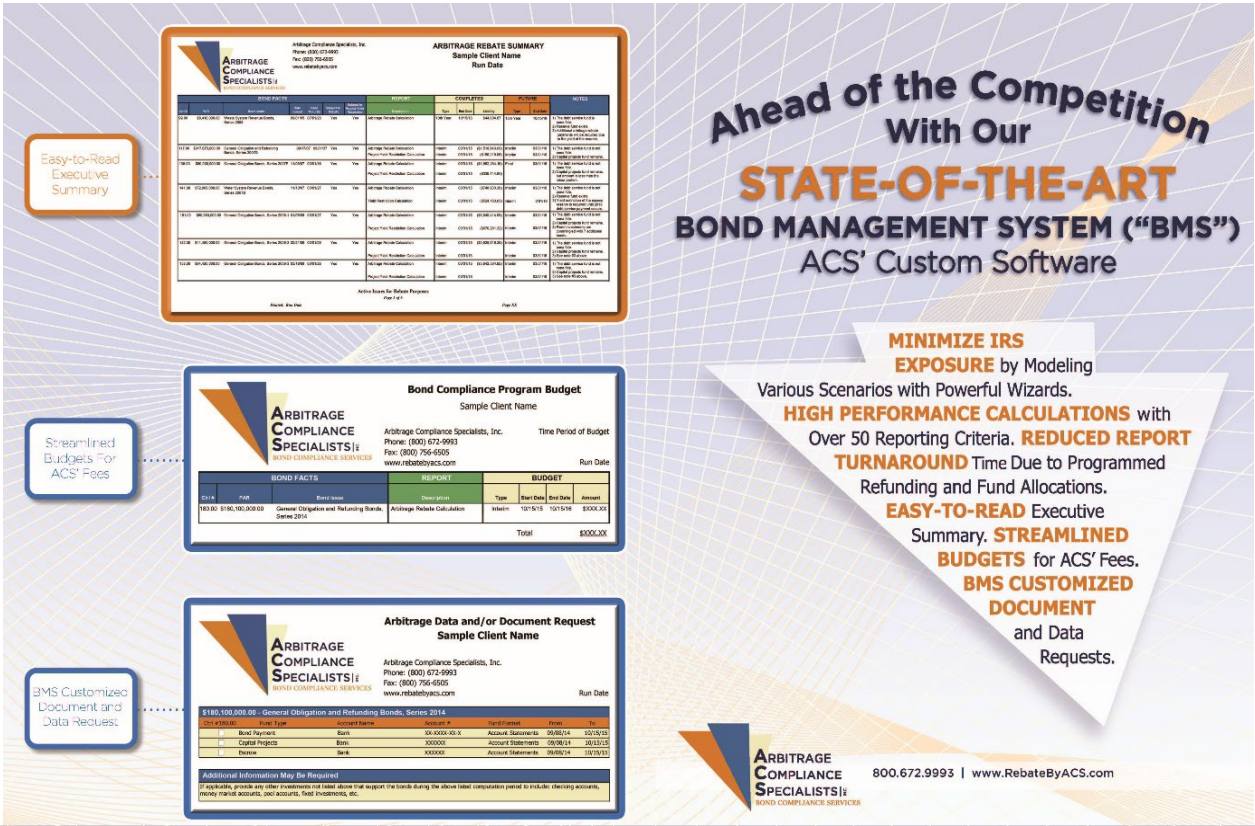
7. Arbitrage Rebate Summary Report: Provides a "high-level" view of all outstanding debt issues ACS is tracking, including the most recent arbitrage rebate report that has been completed and its corresponding liability, along with future arbitrage calculation dates for each debt issue. This report can be provided/exported into either pdf or excel formats.

8. Data/Investment Records Request Checklist: This report provides our clients with a clear and precise checklist of all items ACS would like to obtain to complete an arbitrage analysis on a specific bond, or multiple bonds.

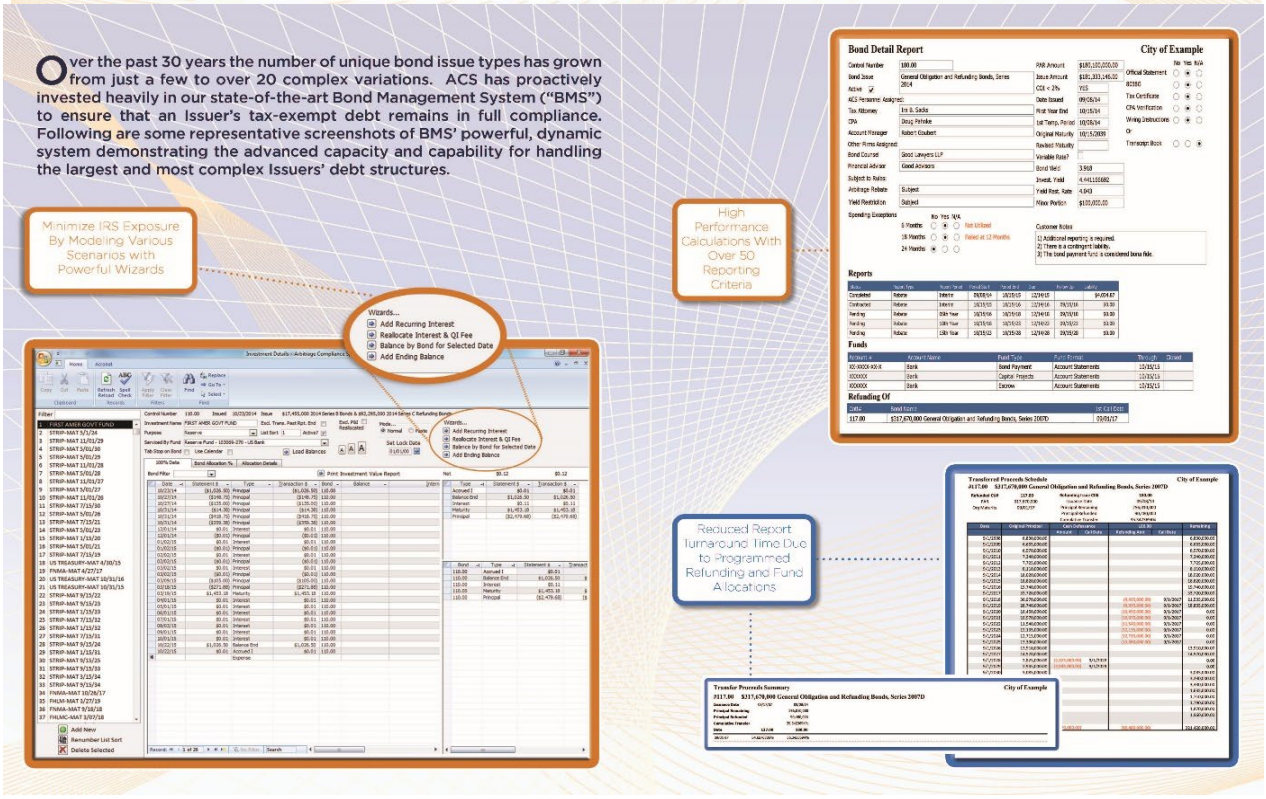
9. Budget Report: This report can be utilized by ACS staff and clients to project upcoming arbitrage rebate calculation budgets during the current or future fiscal years.

10. Forecasting Staff Scheduling Report: The number of calculations due each month varies, and as such, the forecasting report assists ACS' managers in scheduling the proper number of accountants to manage peak periods.

Below you will find a graphic of our proprietary database and calculation system, including a visual sample of the variety of reports available and the capabilities the system provides.



Over the past 30 years the number of unique bond issue types has grown from just a few to over 20 complex variations. ACS has proactively invested heavily in our state-of-the-art Bond Management System ("BMS") to ensure that an Issuer's tax-exempt debt remains in full compliance. Following are some representative screenshots of BMS' powerful, dynamic system demonstrating the advanced capacity and capability for handling the largest and most complex Issuers' debt structures.



PROVIDE ADVICE AND RECOMMENDATIONS CONCERNING UNIQUE OR EXTRAORDINARY COMPLIANCE ISSUES THAT MAY ARISE FROM TIME TO TIME.

ACS is committed to providing timely advice and recommendations as the County may request concerning unique or extraordinary compliance issues that may arise. As part of our due diligence, ACS will continually notify the County of any changes in arbitrage compliance regulations that may occur during the term of the contract. ACS relies on and interacts with a variety of resources daily to develop and maintain a well-rounded knowledge of the tax code. In turn, we can advise our clients on industry trends and changes as they happen. If ACS was to update our interpretation of the IRS Regulations, we would amend our completed calculations at no additional cost. Examples of such resources are listed below.

- Internal Revenue Service ("IRS").
- Securities and Exchange Commission ("SEC").
- National Association of Bond Lawyers ("NABL").
- Municipal Securities Rulemaking Board ("MSRB"); and
- The Bond Buyer.

Review Opportunities and Recommend Options to Minimize Existing Liabilities or Increase Retainable Earnings.

ACS will review the available investment structure(s) with the County staff and advisors (if necessary). The most advantageous investment structure is not only dependent on the type of investment but also the duration as well.

ACS will make strategic decisions on how to value each investment as part of this process. Determining whether to use market value or present value is not a difficult process since market values are readily available to all arbitrage rebate firms. Fixed investment values are in constant flux, increasing and decreasing to adjust for market conditions. Since the ending date of an arbitrage rebate calculation rarely corresponds to the maturity date of the fixed investments, the market value will often be different from the present value. ACS will use the value (market or present value) on the computation end date which will result in a minimized yield restriction and/or arbitrage rebate liability.

Arbitrage Compliance Training

Our virtual training program is customized via based on the needs of the County. We do this to help clients meet their annual training goals, decrease the amount of time needed to collect reporting information and to allow better communication of compliance matters between ACS and our clients. In addition, ACS has the entire library of IRS agent training modules, which can be provided to supplement our training. These modules have been developed for the sole purpose of preparing IRS agents for field audits. ACS also provides our internally produced modules that build upon each other so participants can start with a basic review of bond compliance prior to moving into more advanced topics related to arbitrage rebate, yield restriction, private business use, accounting rules, understanding the bond documents/arbitrage reporting, the IRS Voluntary Closing Agreement Program, Continuing Disclosure and developing policies and procedures for compliance.

Waller County Tabulation
Bid 26-005
Reconstruction of Penick Road

Recommended: Durwood Greene Construction Co. $9,133,777.38

Company	Bid Price
Durwood Greene Construction Co.	$9,133,777.38
Hayden Paving, Inc.	$9,896,686.00
Larry Young Paving, Inc.	$10,725,905.29
AAA Asphalt Paving, Inc.	$11,477,296.92
Texas Materials Group, Inc.	$11,486,866.36

Forde Construction Company, Inc. - Disqualified due to not submitting Addendum1 Pricing Form

Bid 26-005; Reconstruction of Penick Road

Item No.	Item Description	Spec No.	Unit Measure	Estimated Quantity	Durwood Greene Construction Co.		Hayden Paving		Larry Young Paving Inc.		AAA Asphalt Paving Inc.		Texas Materials Group, Inc.		Engineer's Estimate	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
A	**SITE PREPARATION & WORK ZONE**															
1	PREPARING RIGHT-OF-WAY	HC 100	STA	248	$ 500.00	$ 124,000.00	$ 700.00	$ 173,600.00	$ 3,800.00	$ 942,400.00	$ 1,500.00	$ 372,000.00	$ 1,680.00	$ 416,640.00	$ 1,862.47	$ 461,892.56
2	TRAFFIC SIGNS	HC 502	EA	3	$ 1,200.00	$ 3,600.00	$ 1,500.00	$ 4,500.00	$ 200.00	$ 600.00	$ 800.00	$ 2,400.00	$ 1,080.00	$ 3,240.00	$ 500.00	$ 1,500.00
3	WALLER COUNTY PROJECT SIGN	HC 694	EA	2	$ 1,800.00	$ 3,600.00	$ 1,500.00	$ 3,000.00	$ 410.00	$ 820.00	$ 1,500.00	$ 3,000.00	$ 1,620.00	$ 3,240.00	$ 1,000.00	$ 2,000.00
					Subtotal of A	**$ 131,200.00**	**Subtotal of A**	**$ 181,100.00**	**Subtotal of A**	**$ 943,820.00**	**Subtotal of A**	**$ 377,400.00**	**Subtotal of A**	**$ 423,120.00**	**Subtotal of A**	**$ 465,392.56**
B	**REMOVALS**															
4	REMOVE OLD STRUCTURES (CULVERT)	HC 104	LF	1,508	$ 50.00	$ 75,400.00	$ 18.00	$ 27,144.00	$ 18.00	$ 27,144.00	$ 35.00	$ 52,780.00	$ 24.00	$ 36,192.00	$ 80.00	$ 120,640.00
5	REMOVE SAFETY END TREATMENT	HC 104	EA	6	$ 800.00	$ 4,800.00	$ 2,200.00	$ 13,200.00	$ 460.00	$ 2,760.00	$ 2,000.00	$ 12,000.00	$ 440.00	$ 2,640.00	$ 500.00	$ 3,000.00
6	REMOVE HEADWALL & WINGWALL ASSEMBLIES	HC 104	EA	6	$ 1,100.00	$ 6,600.00	$ 2,500.00	$ 15,000.00	$ 720.00	$ 4,320.00	$ 3,000.00	$ 18,000.00	$ 1,028.00	$ 6,168.00	$ 1,200.00	$ 7,200.00
7	TREE REMOVAL	TxDOT 752	EA	20	$ 750.00	$ 15,000.00	$ 1,500.00	$ 30,000.00	$ 700.00	$ 14,000.00	$ 500.00	$ 10,000.00	$ 486.00	$ 9,720.00	$ 1,100.00	$ 22,000.00
8	REMOVING BASE AND ASPHALT PAVEMENT	HC 105	SY	62,834	$ 5.50	$ 345,587.61	$ 2.75	$ 172,793.80	$ 4.75	$ 298,462.02	$ 3.50	$ 219,919.39	$ 15.06	$ 946,281.70	$ 11.00	$ 691,175.21
					Subtotal of B	**$ 447,387.61**	**Subtotal of B**	**$ 258,137.80**	**Subtotal of B**	**$ 346,686.02**	**Subtotal of B**	**$ 312,699.39**	**Subtotal of B**	**$ 1,001,001.70**	**Subtotal of B**	**$ 844,015.21**
C	**TRAFFIC CONTROL PLAN**															
9	BARRICADES, SIGNS AND TRAFFIC HANDLING	HC 694	MO	18	$ 2,000.00	$ 36,000.00	$ 2,500.00	$ 45,000.00	$ 12,000.00	$ 216,000.00	$ 10,000.00	$ 180,000.00	$ 1,041.00	$ 18,738.00	$ 5,000.00	$ 90,000.00
10	CONSTRUCTING DETOURS	HC 697	SY	6117	$ 47.00	$ 287,499.00	$ 50.00	$ 305,850.00	$ 56.00	$ 342,552.00	$ 55.00	$ 336,435.00	$ 72.50	$ 443,482.50	$ 100.00	$ 611,700.00
11	PORTABLE CHANGEABLE MESSAGE SIGNS	TxDOT 6033	EA	2	$ 7,000.00	$ 14,000.00	$ 15,000.00	$ 30,000.00	$ 12,000.00	$ 24,000.00	$ 5,000.00	$ 10,000.00	$ 12,000.00	$ 24,000.00	$ 12,700.00	$ 25,400.00
						$ 337,499.00	**Subtotal of C**	**$ 380,850.00**	**Subtotal of C**	**$ 582,552.00**	**Subtotal of C**	**$ 526,435.00**	**Subtotal of C**	**$ 486,220.50**	**Subtotal of C**	**$ 727,100.00**
D	**ROADWAY**															
12	ROADWAY EXCAVATION	HC 110	CY	35489	$ 7.00	$ 248,423.00	$ 8.50	$ 301,656.50	$ 19.00	$ 674,291.00	$ 17.50	$ 621,057.50	$ 31.20	$ 1,107,256.80	$ 15.00	$ 532,335.00
13	ROADWAY EMBANKMENT	HC 132	CY	2799	$ 20.00	$ 55,980.00	$ 4.00	$ 11,196.00	$ 10.00	$ 27,990.00	$ 5.00	$ 13,995.00	$ 19.40	$ 54,300.60	$ 35.00	$ 97,965.00
14	DENSE-GRADED HOT-MIX ASPHALT BASE COURSE	HC 292	TON	36717.92	$ 128.00	$ 4,699,893.76	$ 125.00	$ 4,589,740.00	$ 121.00	$ 4,442,868.32	$ 138.00	$ 5,067,072.96	$ 129.45	$ 4,753,134.74	$ 80.00	$ 2,937,433.60
15	LIME TREATMENT (8" DEPTH)	HC 260	SY	79421	$ 4.00	$ 317,684.00	$ 6.50	$ 516,236.50	$ 6.00	$ 476,526.00	$ 7.50	$ 595,657.50	$ 5.15	$ 409,018.15	$ 5.00	$ 397,105.00
16	HYDRATED LIME (SLURRY) OR COMMERCIAL LIME SLURRY	HC 260	TON	1430	$ 250.00	$ 357,500.00	$ 400.00	$ 572,000.00	$ 335.00	$ 479,050.00	$ 350.00	$ 500,500.00	$ 367.00	$ 524,810.00	$ 395.58	$ 565,679.40
17	PRIME COAT	HC 314	GAL	19855.35	$ 5.00	$ 99,276.75	$ 4.00	$ 79,421.40	$ 5.50	$ 109,204.43	$ 2.00	$ 39,710.70	$ 6.00	$ 119,132.10	$ 5.00	$ 99,276.75
18	TACK COAT	HC 312	GAL	15887.74	$ 1.50	$ 23,831.61	$ 5.00	$ 79,438.70	$ 3.75	$ 59,579.03	$ 8.00	$ 127,101.92	$ 3.20	$ 50,840.77	$ 3.34	$ 53,065.05
19	D-GR HOT-MIX-ASPHALT	HC 340	TON	10486	$ 140.00	$ 1,468,040.00	$ 180.00	$ 1,887,480.00	$ 147.50	$ 1,546,685.00	$ 160.00	$ 1,677,760.00	$ 147.55	$ 1,547,209.30	$ 130.00	$ 1,363,180.00
20	PLANE & TEXT ASPH CONC PAV(0" TO 2")	TxDOT 354	SY	330	$ 40.00	$ 13,200.00	$ 4.25	$ 1,402.50	$ 9.75	$ 3,217.50	$ 25.00	$ 8,250.00	$ 40.40	$ 13,332.00	$ 3.00	$ 990.00
21	HOT IN-PLACE RECYCLING OF ASPHALT CONCRETE (SURFACE, 1-1/2 IN DEPTH)	HC 358	SY	330	$ 50.00	$ 16,500.00	$ 20.00	$ 6,600.00	$ 23.00	$ 7,590.00	$ 50.00	$ 16,500.00	$ 12.25	$ 4,042.50	$ 5.00	$ 1,650.00
22	RIPRAP (5 IN)	HC 432	SY	43	$ 380.00	$ 16,340.00	$ 290.00	$ 12,470.00	$ 150.00	$ 6,450.00	$ 55.00	$ 2,365.00	$ 245.00	$ 10,535.00	$ 246.54	$ 10,601.22
23	CONCRETE DRIVEWAYS	HC 530	SY	1986	$ 50.00	$ 99,300.00	$ 58.00	$ 115,188.00	$ 57.00	$ 113,202.00	$ 110.00	$ 218,460.00	$ 110.00	$ 218,460.00	$ 75.00	$ 148,950.00
					Subtotal of D	**$ 7,415,969.12**	**Subtotal of D**	**$ 8,172,829.60**	**Subtotal of D**	**$ 7,946,653.27**	**Subtotal of D**	**$ 6,888,430.58**	**Subtotal of D**	**$ 8,812,071.96**	**Subtotal of D**	**$ 6,208,231.02**
E	**SW3P**															
24	SEEDING AND EROSION CONTROL BLANKET	HC 164	SY	136,297.00	$ 0.65	$ 88,593.05	$ 2.00	$ 272,594.00	$ 1.75	$ 238,519.75	$ 5.05	$ 688,299.85	$ 1.30	$ 177,186.10	$ 2.50	$ 340,742.50
25	TEMPORARY SEDIMENT-CONTROL FENCE (INSTALLATION 60%, REMOVAL 40%)	HC 591	LF	49,194	$ 1.00	$ 49,194.00	$ 2.40	$ 118,065.60	$ 5.00	$ 245,970.00	$ 3.00	$ 147,582.00	$ 3.80	$ 186,937.20	$ 5.00	$ 245,970.00
26	ROCK FILTER DAM (TYPE 2; 60% OF UNIT COST FOR FURNISH AND INSTALLATION, AND 40% OF UNIT COST FOR REMOVAL)	HC 591	LF	254	$ 65.00	$ 16,510.00	$ 100.00	$ 25,400.00	$ 61.00	$ 15,494.00	$ 35.00	$ 8,890.00	$ 65.00	$ 16,510.00	$ 75.00	$ 19,050.00
27	SWPPP INSPECTION AND MAINTENANCE	HC 591	MO	18	$ 6,000.00	$ 108,000.00	$ 6,000.00	$ 108,000.00	$ 350.00	$ 6,300.00	$ 3,000.00	$ 54,000.00	$ 150.00	$ 2,700.00	$ 3,000.00	$ 54,000.00
					Subtotal of E	**$ 262,297.05**	**Subtotal of E**	**$ 524,059.60**	**Subtotal of E**	**$ 506,283.75**	**Subtotal of E**	**$ 898,771.85**	**Subtotal of E**	**$ 383,333.30**	**Subtotal E**	**$ 659,762.50**
F	**DRAINAGE**															
28	THERMOPLASTIC PIPE (PP) (18")	HC 482	LF	750	$ 150.00	$ 112,500.00	$ 55.00	$ 41,250.00	$ 79.00	$ 59,250.00	$ 75.00	$ 56,250.00	$ 88.00	$ 66,000.00	$ 88.91	$ 66,682.50
29	THERMOPLASTIC PIPE (PP) (24")	HC 482	LF	232	$ 170.00	$ 39,440.00	$ 75.00	$ 17,400.00	$ 100.00	$ 23,200.00	$ 95.00	$ 22,040.00	$ 108.00	$ 25,056.00	$ 90.41	$ 20,975.12
30	THERMOPLASTIC PIPE (PP) (30")	HC 482	LF	303	$ 190.00	$ 57,570.00	$ 105.00	$ 31,815.00	$ 150.00	$ 45,450.00	$ 135.00	$ 40,905.00	$ 155.00	$ 46,965.00	$ 130.00	$ 39,390.00
31	THERMOPLASTIC PIPE (PP) (36")	HC 482	LF	111	$ 220.00	$ 24,420.00	$ 135.00	$ 14,985.00	$ 170.00	$ 18,870.00	$ 155.00	$ 17,205.00	$ 195.00	$ 21,645.00	$ 190.00	$ 21,090.00
32	SET (Type II) (18") (TP) (4:1) (P)	HC 467	EA	52	$ 1,500.00	$ 78,000.00	$ 1,500.00	$ 78,000.00	$ 940.00	$ 48,880.00	$ 1,800.00	$ 93,600.00	$ 861.00	$ 44,772.00	$ 2,658.00	$ 138,216.00
33	SET (Type II) (24") (TP) (4:1) (P)	HC 467	EA	14	$ 1,800.00	$ 25,200.00	$ 1,600.00	$ 22,400.00	$ 1,500.00	$ 21,000.00	$ 2,400.00	$ 33,600.00	$ 1,140.00	$ 15,960.00	$ 4,500.00	$ 63,000.00
34	SET (Type II) (24") (TP) (4:1) (C)	HC 467	EA	2	$ 2,000.00	$ 4,000.00	$ 1,600.00	$ 3,200.00	$ 1,500.00	$ 3,000.00	$ 2,400.00	$ 4,800.00	$ 1,142.00	$ 2,284.00	$ 2,500.00	$ 5,000.00
35	SET (Type II) (30") (TP) (4:1) (C)	HC 467	EA	18	$ 3,000.00	$ 54,000.00	$ 2,500.00	$ 45,000.00	$ 3,400.00	$ 61,200.00	$ 3,150.00	$ 56,700.00	$ 1,795.00	$ 32,310.00	$ 3,000.00	$ 54,000.00
36	SET (Type II) (36") (TP) (4:1) (C)	HC 467	EA	8	$ 3,100.00	$ 24,800.00	$ 3,500.00	$ 28,000.00	$ 4,300.00	$ 34,400.00	$ 4,350.00	$ 34,800.00	$ 2,724.00	$ 21,792.00	$ 5,400.00	$ 43,200.00
37	Type A Inlet	HC 466	EA	2	$ 5,045.00	$ 10,090.00	$ 6,500.00	$ 13,000.00	$ 5,600.00	$ 11,200.00	$ 5,000.00	$ 10,000.00	$ 5,051.00	$ 10,102.00	$ 2,048.67	$ 4,097.34
38	TRENCH EXCAVATION PROTECTION	HC 402	LF	1,388	$ 0.60	$ 832.80	$ 1.50	$ 2,082.00	$ 1.00	$ 1,388.00	$ 5.00	$ 6,940.00	$ 4.00	$ 5,552.00	$ 10.00	$ 13,880.00
					Subtotal of F	**$ 430,852.80**	**Subtotal of F**	**$ 297,132.00**	**Subtotal of F**	**$ 327,838.00**	**Subtotal of F**	**$ 376,840.00**	**Subtotal of F**	**$ 292,438.00**	**Subtotal of F**	**$ 469,530.96**
G	**SIGNING AND PAVEMENT MARKINGS**															
39	Aluminum Signs (Ground Mounted) - Furnish and Install	HC 636	EA	32	$ 900.00	$ 28,800.00	$ 500.00	$ 16,000.00	$ 440.00	$ 14,080.00	$ 525.00	$ 16,800.00	$ 595.00	$ 19,040.00	$ 500.00	$ 16,000.00
40	Delineators and Object Markers	HC 658	EA	32	$ 700.00	$ 22,400.00	$ 500.00	$ 16,000.00	$ 190.00	$ 6,080.00	$ 260.00	$ 8,320.00	$ 540.00	$ 17,280.00	$ 500.00	$ 16,000.00
41	Reflectorized Pavement Markings Type I (Thermoplastic) 24" White/Solid - Furnish & Applied	HC 666	LF	74	$ 10.00	$ 740.00	$ 6.50	$ 481.00	$ 10.00	$ 740.00	$ 10.00	$ 740.00	$ 7.00	$ 518.00	$ 5.86	$ 433.64
42	Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Solid - Furnish & Applied	HC 666	LF	49,986	$ 0.85	$ 42,488.10	$ 0.75	$ 37,489.50	$ 0.75	$ 37,489.50	$ 0.95	$ 47,486.70	$ 0.80	$ 39,988.80	$ 0.74	$ 36,989.64
43	Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Solid - Furnish & Applied	HC 666	LF	9,222	$ 0.85	$ 7,838.70	$ 0.75	$ 6,916.50	$ 0.75	$ 6,916.50	$ 0.95	$ 8,760.90	$ 0.80	$ 7,377.60	$ 0.74	$ 6,824.28
44	Reflectorized Pavement Markers Type II-A-A Yellow - Furnish & Install	HC 666	EA	615	$ 7.00	$ 4,305.00	$ 6.00	$ 3,690.00	$ 7.75	$ 4,766.25	$ 7.50	$ 4,612.50	$ 6.50	$ 3,997.50	$ 4.00	$ 2,460.00
					Subtotal of G	**$ 106,571.80**	**Subtotal of G**	**$ 80,577.00**	**Subtotal of G**	**$ 70,072.25**	**Subtotal of G**	**$ 86,720.10**		**$ 88,201.90**	**Subtotal of G**	**$ 78,707.56**
H	**EXTRA WORK ITEMS**															
45	PROJECT SITE DOCUMENTATION	HC 561	LS	1	$ 2,000.00	$ 2,000.00		$ 2,000.00	2,000	$ 2,000.00		$ 10,000.00	$ 479.00	$ 479.00	$ 1,000	$ 1,000.00
					Subtotal of H	**$ 2,000.00**	**Subtotal of H**	**$ 2,000.00**	**Subtotal of H**	**$ 2,000.00**	**Subtotal of H**	**$ 10,000.00**	**Subtotal of H**	**$ 479.00**	**Subtotal of H**	**$ 1,000.00**
				GRAND TOTAL (Items A-H)		**$ 9,133,777.38**		**$ 9,896,686.00**		**$ 10,725,905.29**		**$ 11,477,296.92**		**$ 11,486,866.36**		**$ 9,453,739.81**

Waller County Bid 26-005

Contract Sheet

Contract Sheet
Bid 26-005

THE STATE OF TEXAS
COUNTY OF WALLER

This Contract is made and entered into on the _____ day of _____, 2025, by and between Waller County, Texas, a political subdivision of the State of Texas ("County"), acting through County Judge Carbett "Trey" Duhon, III by virtue of an order of Waller County Commissioners Court, and Durwood Greene Construction Co., of the City of Stafford, County of Fort Bend, and State of Texas ("Contractor") (referred to individually as "Party," and collectively as "Parties").

In consideration of the promises, performances, payments, and agreements set forth herein, Contractor hereby agrees to commence and complete the following Project: **Reconstruction of Penick Road for Waller County**, and all Work in accordance with the Contract Documents, which are incorporated herein by reference and made a part hereof for all purposes as if each were set out at length, word for word, and the County agrees to pay the Contractor the total amount of:

$ 9,133,777.38	Nine Million One Hundred Thirty-Three Thousand Seven Hundred Seventy-Seven and 38/100 Dollars
(Figures)	(Words)

The Contractor hereby agrees to commence work on the date specified in the written Notice to Proceed to be issued by the County, and to finally complete construction of the improvements, as required by the Contract Documents within 210 calendar days. Waiver of any breach of this Contract shall not constitute waiver of any subsequent breach.

In consideration of the award and execution of this Contract, and in consideration of the waiver of its right to attorney's fees by the County, the Contractor knowingly and intentionally waives its right to attorney's fees under Texas Local Government Code Section 271.153 in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Contract.

The County agrees to pay the Contractor from available funds for performance of the Contract in accordance with the Bind and provisions of the Contract Documents, subject to additions and deductions, as provided therein.

The County's payment obligations are payable only and solely from funds available for the purposes of this Contract.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Although drafted by the County, the Contract, in the event of any disputes over its meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

This Contract is executed to be effective upon the date of the last signature affixed hereto.

Waller County Bid 26-005

The undersigned, by their signature, represents that they are authorized to bind the Contractor to fully comply with the Contract. The Contractor, by signing below, acknowledges that they have read the entire Contract, and agree to be bound by the terms contained therein.

Approved this _____day of _____20_____.

Waller County, Texas

_____ _____

County Judge, Carbett "Trey" Duhon, III **By: Signature of Contractor**

_____ 03-19-2026

Date Date

Stephen W. Maynard Vice President

Printed Name and Title of Signatory

ATTEST

_____

Debbie Hollan, County Clerk

Jaime Kovar
Waller County Procurement Director

March 13, 2026

TO: All Prospective Bidders

RE: Addendum No. 1 – Waller County Bid 26-005 Reconstruction of Penick Road

Addendum 1:
Attached is addendum 1. Vendors are to utilize Addendum 1 while preparing their solicitation response. Revisions include Q&A2, Index of Technical Specs included in the Project Manual, and Bid Pricing Form

****

Vendor must sign and return Addendum 1 with Bid submittal.

Durwood Greene Construction Co.
Company Name

Stephen W. Maynard
Vice President 03-19-2026
Signature of person receiving addendum Date

If you have any questions, please contact Jaime Kovar at: j.kovar@wallercounty.us

Sincerely,

Jaime Kovar
Waller County Procurement Director

	Adendum #1 Bid 26-005 PENICK RD BID ITEM LIST				r:_Durwood Greene Construction Co._	
Item No.	Item Description	Spec No.	Unit Measure	Estimated Quantity	Unit Price	Total Price
A	SITE PREPARATION & WORK ZONE					
1	PREPARING RIGHT-OF-WAY	*HC 100*	STA	248	$ 500.00	$ 124,000.00
2	TRAFFIC SIGNS	*HC 502*	EA	3	$ 1,200.00	$ 3,600.00
3	WALLER COUNTY PROJECT SIGN	*HC 694*	EA	2	$ 1,800.00	$ 3,600.00
					Subtotal of A	$ 131,200.00
B	REMOVALS					
4	REMOVE OLD STRUCTURES (CULVERT)	HC 104	LF	1508	$ 50.00	$ 75,400.00
5	REMOVE SAFETY END TREATMENT	HC 104	EA	6	$ 800.00	$ 4,800.00
6	REMOVE HEADWALL & WINGWALL ASSEMBLIES	HC 104	EA	6	$ 1,100.00	$ 6,600.00
7	TREE REMOVAL	*TxDOT 752*	EA	20	$ 750.00	$ 15,000.00
8	REMOVING BASE AND ASPHALT PAVEMENT	HC 105	SY	62834.11	$ 5.50	$ 345,587.61
					Subtotal of B	$ 447,387.61
C	TRAFFIC CONTROL PLAN					
9	BARRICADES, SIGNS AND TRAFFIC HANDLING	*HC 694*	MO	18	$ 2,000.00	$ 36,000.00
10	CONSTRUCTING DETOURS	HC 697	SY	6117	$ 47.00	$ 287,499.00
11	PORTABLE CHANGEABLE MESSAGE SIGNS	*TxDOT 6033*	EA	2	$ 7,000.00	$ 14,000.00
					Subtotal of C	$ 337,499.00
D	ROADWAY					
12	ROADWAY EXCAVATION	HC 110	CY	35489	$ 7.00	$ 248,423.00
13	ROADWAY EMBANKMENT	HC 132	CY	2799	$ 20.00	$ 55,980.00
14	DENSE-GRADED HOT-MIX ASPHALT BASE COURSE	HC 292	TON	36717.92	$ 128.00	$ 4,699,893.76
15	LIME TREATMENT (8" DEPTH)	*HC 260*	SY	79421	$ 4.00	$ 317,684.00
16	HYDRATED LIME (SLURRY) OR COMMERCIAL LIME SLURRY	*HC 260*	TON	1430	$ 250.00	$ 357,500.00
17	PRIME COAT	*HC 314*	GAL	19855.35	$ 5.00	$ 99,276.75
18	TACK COAT	HC 312	GAL	15887.74	$ 1.50	$ 23,831.61
19	D-GR HOT-MIX-ASPHALT	HC 340	TON	10486	$ 140.00	$ 1,468,040.00
20	PLANE & TEXT ASPH CONC PAV(0" TO 2")	TxDOT 354	SY	330	$ 40.00	$ 13,200.00
21	HOT IN-PLACE RECYCLING OF ASPHALT CONCRETE (SURFACE, 1-1/2 IN DEPTH)	HC 358	SY	330	$ 50.00	$ 16,500.00
22	RIPRAP (5 IN)	HC 432	SY	43	$ 380.00	$ 16,340.00
23	CONCRETE DRIVEWAYS	HC 530	SY	1986	$ 50.00	$ 99,300.00
					Subtotal of D	$ 7,415,969.12
E	SWPPP					
24	SEEDING AND EROSION CONTROL BLANKET	HC 164	SY	136,297.00	$ 0.65	$ 88,593.05
25	TEMPORARY SEDIMENT-CONTROL FENCE (INSTALLATION 60%, REMOVAL 40%)	*HC 591*	LF	49,194	$ 1.00	$ 49,194.00
26	ROCK FILTER DAM (TYPE 2; 60% OF UNIT COST FOR FURNISH AND INSTALLATION, AND 40% OF UNIT COST F	*HC 591*	LF	254	$ 65.00	$ 16,510.00
27	SWPPP INSPECTION AND MAINTENANCE	*HC 591*	MO	18	$ 6,000.00	$ 108,000.00
					Subtotal of E	$ 262,297.05
F	DRAINAGE					
28	THERMOPLASTIC PIPE (PP) (18")	HC 482	LF	750	$ 150.00	$ 112,500.00
29	THERMOPLASTIC PIPE (PP) (24")	HC 482	LF	232	$ 170.00	$ 39,440.00
30	THERMOPLASTIC PIPE (PP) (30")	HC 482	LF	303	$ 190.00	$ 57,570.00
31	THERMOPLASTIC PIPE (PP) (36")	HC 482	LF	111	$ 220.00	$ 24,420.00
32	SET (Type II) (18") (TP) (4:1) (P)	HC 467	EA	52	$ 1,500.00	$ 78,000.00
33	SET (Type II) (24") (TP) (4:1) (P)	HC 467	EA	14	$ 1,800.00	$ 25,200.00
34	SET (Type II) (24") (TP) (4:1) (C)	HC 467	EA	2	$ 2,000.00	$ 4,000.00
35	SET (Type II) (30") (TP) (4:1) (C)	HC 467	EA	18	$ 3,000.00	$ 54,000.00
36	SET (Type II) (36") (TP) (4:1) (C)	HC 467	EA	8	$ 3,100.00	$ 24,800.00
37	Type A Inlet	HC 466	EA	2	$ 5,045.00	$ 10,090.00
38	TRENCH EXCAVATION PROTECTION	*HC 402*	LF	1,388	$ 0.60	$ 832.80
					Subtotal F	$ 430,852.80
G	SIGNING AND PAVEMENT MARKINGS					
39	Aluminum Signs (Ground Mounted) - Furnish and Install	HC 636	EA	32	$ 900.00	$ 28,800.00
40	Delineators and Object Markers	HC 658	EA	32	$ 700.00	$ 22,400.00
41	Reflectorized Pavement Markings Type I (Thermoplastic) 24" White/Solid - Furnish & Applied	*HC 666*	LF	74	$ 10.00	$ 740.00
42	Reflectorized Pavement Markings Type I (Thermoplastic) 4" White/Solid - Furnish & Applied	*HC 666*	LF	49,986	$ 0.85	$ 42,488.10
43	Reflectorized Pavement Markings Type I (Thermoplastic) 4" Yellow/Solid - Furnish & Applied	*HC 666*	LF	9,222	$ 0.85	$ 7,838.70
44	Reflectorized Pavement Markers Type II-A-A Yellow - Furnish & Install	*HC 666*	EA	615	$ 7.00	$ 4,305.00
					Subtotal G	$ 106,571.80
H	EXTRA WORK ITEMS					
45	PROJECT SITE DOCUMENTATION	HC 561	LS	1	$ 2,000.00	$ 2,000.00
					Subtotal H	$ 2,000.00
					GRAND TOTAL (Items A-H)	$ 9,133,777.38

RFP 26-005 Reconstruction of Penick Road
Q&A #2

Question 1: The Index of Technical Specifications provided in the bid packet refers to Harris County Specifications (2023 Revision). However, the specification numbers listed in the Spec No. column seem to coincide with the 2016 Specifications instead of the 2023 Specifications. Could you please verify which spec is to be used?

Answer: Please refer to Addendum 1 for the updated bid item references and specification corections.

Question 2: I am not seeing any reference to where the 20 trees to be removed are located. (and what sizes). Since the tree removal is itemized separately, does that mean the "clearing and grubbing" is for brush and trees less than 4" (like TxDOT standard)? The bid item list spreadsheet has contradictory spec numbers and descriptions that do not match with the Harris County Specifications (2023 Revision) referred to in the plans.

Answer: Clearing and grubbing shall apply to brush and small trees. The tree removal bid item will apply to the twenty (20) designated trees, and the work shall follow the Harris County Specifications (2023 Revision). Please refer to Addendum No. 1 for the updated bid item references and specification corrections.

Waller County Bid 26-005

Bidder's Business Information Sheet

By submitting a Bid, Bidder is seeking to enter into a legal contract with the County. As such, a Bidder must be an individual or a legal business entity capable of entering into a binding contract. Bidders must completely and accurately provide the information requested below or your Bid may be deemed non-responsive.

Name of Company:

Durwood Greene Construction Co.

Type of Business (please check one):

- ☐ Individual/Sole Proprietor
- ☒ Corporation
- ☐ Limited Liability Company
- ☐ Partnership
- ☐ Other

If other, please specify _____

State of Incorporation (if applicable): Texas

Federal Employer Identification Number: 74-1654993

Principal Place of Business Address: 10126 Cash Road Stafford, TX 77477

Name and Address for Notices to be Sent Under Contract General Terms and Conditions Section 18.19:

Durwood Greene Construction Co.

10126 Cash Road Stafford, TX 77477

List any other names the Company uses, or is known by (dba, aka, etc.):

Durwood Greene Construction Co.
Company Name

March 19, 2026
Date

Signature of Authorized Company Official

Stephen W. Maynard
Printed Name

smaynard@durwoodgreene.com
Email address

Waller County Bid 26-005

Contract Special Terms and Conditions

Bidder must clearly identify on this form whether it requests any Special Terms and Conditions that deviate from the Bid Documents, including the Contract Documents, or any other requirements contained in the IFB. Complete and detailed information regarding deviations must be clearly identified on this form. The County will consider any Special Terms and Conditions in its Contract award decision, and reserves the right to accept or reject a Bid based upon any submitted deviation.

In the absence of the identification on this form of requested deviations, Bidder must fully comply with the Bid Documents and Contract Documents and all other requirements associated with this IFB if awarded a Contract under this IFB. A deviation will not be effective unless it is accepted by the County. The County may, in its sole discretion, seek clarification from and/or communicate with Bidder(s) regarding any submitted deviation, consistent with general procurement principles of fair competition. The County reserves the right to accept or reject a Bid based upon any submitted deviation.

Please mark one of the following:

☒ Bidder requests NO deviations.

☐ Bidder requests deviations.

Specifically identify the language and location or section of the Bid Documents and/or Contract Documents that Bidder is requesting a deviation from, and provide the specific language to be substituted as Special Terms and Conditions. **Attach the sheet(s) containing the requested deviations to his form.**

Durwood Greene Construction Co.
Company Name

March 19, 2026
Date

Signature of Authorized Company Official

Stephen W. Maynard
Printed Name

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Durwood Greene Construction Co.
P.O. Box 1338
Stafford, TX 77497

SURETY:
(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Waller County
County Judge's Office
836 Austin Street, Suite 4300
Hempstead, TX 77445

Mailing Address for Notices

Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

BOND AMOUNT: $ Five Percent of the Total Bid Price (5% TBP)

PROJECT:
(Name, location or address, and Project number, if any)

Reconstruction of Penick Road for Waller County Engineering
BID 26-005

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th **day of** March, 2026

LUIS ANGUIANO
SECRETARY / TREASURER
(Witness)

Durwood Greene Construction Co.
(Principal) *(Seal)*

Stephen W. Maynard
Vice President
(Title)

Kelly M. Coleman
(Witness)

Western Surety Company
Liberty Mutual Insurance Company
(Surety) *(Seal)*

(Title) Michael Garcia, Attorney-in-Fact
State of Incorporation: SD and MA
Limit of Liability: $5% TBP

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Marc W Boots, Vickie Lacy, Richard Covington, Maria D Zuniga, Joseph R Aulbert, Ashley Koletar, Ryan Varela, Jacob Boots, Stephanie Moore Harold, Melanie Salinas, Michael Garcia, Kelly M Coleman, Dylan Clark, Individually

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of February, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. WALSH
NOTARY PUBLIC
SOUTH DAKOTA

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of March, 2026

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Liberty Mutual. SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214058-022004**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashley Koletar; Dylan Young; Jacob Boots; Joseph R. Aulbert; Kelly M. Coleman; Marc W. Boots; Maria D. Zuinga; Melanie Salinas; Michael Garcia; Namesia Anderson; Richard Covington; Ryan Varela; Stephanie Moore Harold; Susan Golla; Vickie Lacy

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of May, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 19th day of May, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of March, 2026

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

INTENT TO PIGGYBACK OFF COOPERATIVE PROCUREMENT

Buyboard 743-24

This agreement ("the Agreement") is hereby made effective on the last signature date of this Agreement, by the Waller County Constable Pct. 3 - TX ("Agency") and Axon Enterprise, Inc. ("Axon"). Collectively, Agency and Axon are the "Parties."

WHEREAS, the Agency desires to have Axon provide products and services as herein described; and

WHEREAS, Axon is a party to Buyboard Cooperative Contract 743-24 dated October 1, 2024, (the "Buyboard Contract"), incorporated herein by reference;

WHEREAS, Axon has agreed to provide goods and services within the scope of the Buyboard Contract to the Agency at the same prices chargeable to the Buyboard Contract; and

WHEREAS, the products and/or services required by the Agency and that the Agency seeks to obtain from Axon are within the scope of the Buyboard Contract; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the Parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

1. The Parties intend to utilize the Buyboard Contract for the goods and services detailed in the Quote attached hereto as Exhibit A and incorporated herein by reference (the "Quote").
2. In the event the term of the subscriptions specified on the Quote extends past the termination or expiration of the Buyboard Contract, the terms and conditions of the Buyboard Contract shall remain in full force and effect as it applies to the Quote and will continue in effect for such order until the term of that Quote expires or the order is cancelled or terminated in accordance with the terms of this Agreement or the Buyboard Contract.

This Agreement, together with the Buyboard Cooperative Contract 743-24, constitute the entire agreement between the Parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the Parties are merged into and made a part of this Agreement. To the extent that the terms of the documents conflict, the terms of this Agreement shall control.

This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.	**Waller County Judge**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A

[See attached Quote]

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-798275

Issued: 02/12/2026

Quote Expiration: 10/14/2026

Estimated Contract Start Date: 08/01/2026

Account Number: 627052

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Waller County Constable Pct. 3 - Shipping 12620 FM 1887 RD HEMPSTEAD, TX 77445-3578 USA	Waller County Constable Pct. 3 - TX 836 Austin St Hempstead TX 77445-4667 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Avery Lawrence Phone: Email: avlawrence@axon.com Fax:	Jamie Kovar Phone: 979-826-7600 Email: j.kovar@wallercounty.us Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$19,512.00
ESTIMATED TOTAL W/ TAX	$19,512.00

Discount Summary

Average Savings Per Year	$1,209.44
TOTAL SAVINGS	$6,047.19

Payment Summary

Date	Subtotal	Tax	Total
Jul 2026	$3,902.40	$0.00	$3,902.40
Jul 2027	$3,902.40	$0.00	$3,902.40
Jul 2028	$3,902.40	$0.00	$3,902.40
Jul 2029	$3,902.40	$0.00	$3,902.40
Jul 2030	$3,902.40	$0.00	$3,902.40
Total	**$19,512.00**	**$0.00**	**$19,512.00**

Quote Unbundled Price:	**$25**
Quote List Price:	**$20,539.20**
Quote Subtotal:	**$19,512.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00018	BUNDLE - TASER 7 CERTIFICATION	4	60	$106.50	$85.58	$81.30	$19,512.00	$0.00	$19,512.00
Total							**$19,512.00**	**$0.00**	**$19,512.00**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 7 CERTIFICATION	100591	AXON TASER - CLEANING KIT	1	1	07/01/2026
BUNDLE - TASER 7 CERTIFICATION	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	07/01/2026
BUNDLE - TASER 7 CERTIFICATION	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	4	1	07/01/2026
BUNDLE - TASER 7 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	4	1	07/01/2026
BUNDLE - TASER 7 CERTIFICATION	20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	4	1	07/01/2026
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	20	1	07/01/2026
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	20	1	07/01/2026
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	8	1	07/01/2026
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	8	1	07/01/2026
BUNDLE - TASER 7 CERTIFICATION	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	4	1	07/01/2026
BUNDLE - TASER 7 CERTIFICATION	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	4	1	07/01/2026
BUNDLE - TASER 7 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	07/01/2026
BUNDLE - TASER 7 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	07/01/2026
BUNDLE - TASER 7 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	07/01/2026
BUNDLE - TASER 7 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	07/01/2026
BUNDLE - TASER 7 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	07/01/2026
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	8	1	07/01/2027
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	8	1	07/01/2027
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	8	1	07/01/2028
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	8	1	07/01/2028
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	8	1	07/01/2028

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	8	1	07/01/2028
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	8	1	07/01/2029
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	8	1	07/01/2029
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	8	1	07/01/2030
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	8	1	07/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	4	08/01/2026	07/31/2031
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	08/01/2026	07/31/2031
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	4	08/01/2026	07/31/2031

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 7 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	4
BUNDLE - TASER 7 CERTIFICATION	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	4

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	4	07/01/2027	07/31/2031
BUNDLE - TASER 7 CERTIFICATION	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	4	07/01/2027	07/31/2031
BUNDLE - TASER 7 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	07/01/2027	07/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	12620 FM 1887 RD	HEMPSTEAD	TX	77445-3578	USA

Payment Details

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	C00018	BUNDLE - TASER 7 CERTIFICATION	4	$3,902.40	$0.00	$3,902.40
Total				**$3,902.40**	**$0.00**	**$3,902.40**

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	C00018	BUNDLE - TASER 7 CERTIFICATION	4	$3,902.40	$0.00	$3,902.40
Total				**$3,902.40**	**$0.00**	**$3,902.40**

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	C00018	BUNDLE - TASER 7 CERTIFICATION	4	$3,902.40	$0.00	$3,902.40
Total				**$3,902.40**	**$0.00**	**$3,902.40**

Jul 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	C00018	BUNDLE - TASER 7 CERTIFICATION	4	$3,902.40	$0.00	$3,902.40
Total				**$3,902.40**	**$0.00**	**$3,902.40**

Jul 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	C00018	BUNDLE - TASER 7 CERTIFICATION	4	$3,902.40	$0.00	$3,902.40
Total				**$3,902.40**	**$0.00**	**$3,902.40**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Proposal No. 743-24 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

2/12/2026

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-795329-46112JW

Issued: 03/31/2026

Quote Expiration: 04/03/2026

Estimated Contract Start Date: 06/01/2026

Account Number: 114397

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Waller County Sheriff's Office 100 SHERIFF R GLENN SMITH DR HEMPSTEAD, TX 77445-3002 USA	Waller County Sheriff's Office - TX 100 SHERIFF R GLENN SMITH DR HEMPSTEAD TX 77445-3002 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jerrod Wilson Phone: 903-830-5660 Email: jewilson@axon.com Fax:	Jonathon Paulk Phone: 8327319251 Email: j.paulk@wallercounty.us Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$54,860.22
ESTIMATED TOTAL W/ TAX	$54,860.22

Discount Summary

Average Savings Per Year	$0.00
TOTAL SAVINGS	$0.00

P.O. 54202

G.L. 125-516-581700
↳ $45,860.22

G.L. 125-510-581700
↳ $9,000.00

Payment Summary

Date	Subtotal	Tax	Total
May 2026	$54,860.22	$0.00	$54,860.22
Total	**$54,860.22**	**$0.00**	**$54,860.22**

Quote Unbundled Price:	**$54,860.22**
Quote List Price:	**$54,860.22**
Quote Subtotal:	**$54,860.22**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
11504	AXON TASER X26P - HOLSTER - BLACKHAWK LH	6			$93.99	$93.99	$563.94	$0.00	$563.94
11501	AXON TASER X26P - HOLSTER - BLACKHAWK RH	22			$93.94	$93.94	$2,066.68	$0.00	$2,066.68
22010	AXON TASER - X2/X26P BATTERY PACK - PPM STANDARD	28			$87.20	$87.20	$2,441.60	$0.00	$2,441.60
22190	AXON TASER - X26/X26P CARTRIDGE - STANDARD 25 FT NS	100			$45.94	$45.94	$4,594.00	$0.00	$4,594.00
22189	AXON TASER - X26/X26P CARTRIDGE - 21 FT STANDARD NS	100			$45.94	$45.94	$4,594.00	$0.00	$4,594.00
11002	AXON TASER X26P - HANDLE - BLACK	28			$1,450.00	$1,450.00	$40,600.00	$0.00	$40,600.00
Total							$54,860.22	$0.00	$54,860.22

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	11002	AXON TASER X26P - HANDLE - BLACK	28	1	05/01/2026
A la Carte	11501	AXON TASER X26P - HOLSTER - BLACKHAWK RH	22	1	05/01/2026
A la Carte	11504	AXON TASER X26P - HOLSTER - BLACKHAWK LH	6	1	05/01/2026
A la Carte	22010	AXON TASER - X2/X26P BATTERY PACK - PPM STANDARD	28	1	05/01/2026
A la Carte	22189	AXON TASER - X26/X26P CARTRIDGE - 21 FT STANDARD NS	100	1	05/01/2026
A la Carte	22190	AXON TASER - X26/X26P CARTRIDGE - STANDARD 25 FT NS	100	1	05/01/2026

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	100 SHERIFF R GLENN SMITH DR	HEMPSTEAD	TX	77445-3002	USA

Payment Details

May 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Payment	11002	AXON TASER X26P - HANDLE - BLACK	28	$40,600.00	$0.00	$40,600.00
Payment	11501	AXON TASER X26P - HOLSTER - BLACKHAWK RH	22	$2,066.68	$0.00	$2,066.68
Payment	11504	AXON TASER X26P - HOLSTER - BLACKHAWK LH	6	$563.94	$0.00	$563.94
Payment	22010	AXON TASER - X2/X26P BATTERY PACK - PPM STANDARD	28	$2,441.60	$0.00	$2,441.60
Payment	22189	AXON TASER - X26/X26P CARTRIDGE - 21 FT STANDARD NS	100	$4,594.00	$0.00	$4,594.00
Payment	22190	AXON TASER - X26/X26P CARTRIDGE - STANDARD 25 FT NS	100	$4,594.00	$0.00	$4,594.00
Total				**$54,860.22**	**$0.00**	**$54,860.22**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

3/31/2026

Tuesday, March 31, 2026

LetourneauKeller

Remit To:
Letourneau Interests, Inc.
5819 Milwee Street
Houston, TX 77092

Waller County Fire Marshal's Office

Furniture Proposal

Prepared For:

Dean Hensley
Waller County Fire
Marshal's Office
27392 Field Store Road
Waller , Texas 77484

Ship To:

Dean Hensley
Waller- Harris ESD#200
Fire Station #72
Waller County Fire
Marshal's Office 2nd Floor
5411 FM 2855
Brookshire, Texas 77423

Total Sell Price: $23,929.61

LetourneauKeller

Furniture Proposal

Waller County Fire Marshal's Office

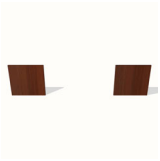
Remit To:
Letourneau Interests, Inc.
5819 Milwee Street
Houston, TX 77092

Bill To:
Waller County Fire Marshal's Office
27392 Field Store Road
Waller Texas 77484
Dean Hensley

Ship To:
Waller- Harris ESD#200 Fire Station #72
Waller County Fire Marshal's Office 2nd Floor
Brookshire Texas 77423
Dean Hensley
281-733-1843

Date: 3/31/2026
Valid Until: 30 Days from Quote Date
JOB #: GB689
Sales Rep: Gary Brisendine
281-831-3123
garyb@letourneaukeller.com

Line Item	Product Number	Mfg.	Product Description	Qty	Unit Sell Price	Extended Sell Price
1	**PL101**		Desk Shell, 36" x 71"	**5**	$231.77	$1,158.85
		POF				
		Laminate Selection	CHERRY	LAM: Cherry		
		Grommet Color Selection	BLACK	FIN: Black		
2	**PL143**		Credenza Shell, 24" x 71"	**5**	$208.98	$1,044.90
		POF				
		Laminate Selection	CHERRY	LAM: Cherry		
		Grommet Color Selection	BLACK	FIN: Black		
3	**PL197**		Bridge, 24" x 42"	**5**	$121.26	$606.30
		POF				
		Laminate Selection	CHERRY	LAM: Cherry		
		Grommet Color Selection	BLACK	FIN: Black		
4	**PL166**		Full Box/Box/File Pedestal	**5**	$234.78	$1,173.90
		POF				
		Laminate Selection	CHERRY	LAM: Cherry		

Line Item	Product Number	Mfg.	Product Description			Qty	Unit Sell Price	Extended Sell Price
			Handle Color Selection	BLACK	FIN: Black			
5	**PL175**		Full File/File Pedestal			**5**	$234.78	$1,173.90
		POF						
			Laminate Selection	CHERRY	LAM: Cherry			
			Handle Color Selection	BLACK	FIN: Black			
6	**PL144OH**		Open Hutch, 15" x 71", 36"H			**5**	$250.26	$1,251.30
		POF						
			Laminate Selection	CHERRY	LAM: Cherry			
7	**PL207**		Locking 2 Door File & Wardrobe Storage Unit, 24" x 24", 66"H			**5**	$537.50	$2,687.50
		POF						
			Laminate Selection	CHERRY	LAM: Cherry			
			Handle Color Selection	BLACK	FIN: Black			
8	**PL44LD_CD**		Set of 2 Laminate Doors for PL144OH & PL208OH (Center)			**5**	$25.37	$126.85
		POF						
			Laminate Selection	CHERRY	LAM: Cherry			
9	**PL44LD_OD**		Set of 2 Laminate Doors for PL144OH (Outside)			**5**	$25.37	$126.85
		POF						
			Laminate Selection	CHERRY	LAM: Cherry			

Line Item	Product Number	Mfg.	Product Description	Qty	Unit Sell Price	Extended Sell Price
10	**PL128**		36" Round Table with Cross Base	**1**	$236.37	$236.37
		POF				
			Laminate Selection CHERRY LAM: Cherry			
11	**PL219**		Coffee Table, 20" x 48", 16"H	**1**	$212.42	$212.42
		POF				
			Laminate Selection CHERRY LAM: Cherry			
12	**9681**		Tribeca Club Chair 30"W x 29"D x 32H	**2**	$462.25	$924.50
		POF				
			Leather Upholstery Selection BLACK LTHR: Black			
13	**9682**		Tribeca Loveseat 50"W x 29" x 32"H	**1**	$647.15	$647.15
		POF				
			Leather Upholstery Selection BLACK LTHR: Black			
14	**590540**		400lbs Big & Tall Guest Chair, No Arms	**9**	$182.75	$1,644.75
		POF				
15	**2118**		High Back Mesh Tilter Chair w/Flip Arms	**5**	$243.81	$1,219.05
		POF				

Line Item	Product Number	Mfg.	Product Description	Qty	Unit Sell Price	Extended Sell Price
16	**OSSC3672**		Stg. Cab Four shelves 72 x 36 x 18	**6**	$1,051.67	$6,310.02
		COE				
		Select Metal Finish	BK	Black		
			TC	TIPPS CONTRACT # 230301 FOR STORAGE CABINETS ONLY		
				Room/Area Subtotal:		**$20,544.61**
X_D/I						
17	**D/I**	LK	DELIVERY/INSTALLATION BASED ON ELEVATOR & DOCK ACCESS OR GROUND FLOOR ENTRY/ STAIRS-NORMAL WORKING HOURS & ONE TRIP (PRICING INCLUDES CARRY ALL FURNITURE UP STAIRS TO 2ND FLOOR	**1**	$3,385.00	$3,385.00
				Room/Area Subtotal:		**$3,385.00**
			Tax Exempt		$0.00	$0.00
				Project Grand Total:		**$23,929.61**

Line Item	Product Number	Mfg.	Product Description	Qty	Unit Sell Price	Extended Sell Price

TERMS:

Items listed are special order. No Returns. Storage fees & full balance due if install delayed by client. Client will not withhold payment on Invoice except for a specfic amount of an item not delivered.
Warranty on all new furniture items by manufacturer terms only. No Warranty on any used/refurbished or electrical products. Client responsible for certified electrician to connect & inspect electrical. Inform LetourneauKeller of wall and floor protection covering required in any areas prior to scheduled delivery date.
Balance due upon Invoice. Shipments out of state must be prepaid in full. Order on Hold until 50% deposit or prepayment received.
Credit Card Technology Fee 3.25% charge of total on payment link.
LetourneauKeller / Letourneau Interests, Inc. (LK/LII) not liable for new or used furniture manufacture defects/recalls.
LK/LII not liable for any furniture items stored. If insurance required for building, send cert sample how it needs to read.

Approved By: _____ _____

Signature **Date**

_____ _____

Print Name **PO #**

Final Invoice sent when product ships/in transit. When received complete at LK dock will schedule delivery.

Call back to change or reconfigure installation in any way will be additional charge. Additional charges for multi-trip deliveries.
All sales final. No guarantee on delivery/ship dates. Labor not covered on any warranty and will be billed. All these terms override any customer P.O. terms.

Final Quote is subject to change pending internal specification audit of Final Client Sign-Off Drawing
Graphic images may not be true to product.

STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND LEMONS AUCTIONEERS, LLC FOR AUCTION SERVICES

This Agreement ("Agreement") is made and entered into on the date of the last signature affixed hereto ("Effective Date") by and between Waller County, Texas ("County"), a political subdivision of the State of Texas, and Lemons Auctioneers, LLC ("Contractor"), a Texas limited liability company, with its principal place of business at 18810 Juergen Rd., Tomball, Texas 77377 (each referred to individually as "Party" and collectively as "Parties").

WHEREAS, pursuant to Texas Local Government Code Chapter 271, Subchapter F, the County may participate in a cooperative purchasing program with another local government of Texas or another State, or with a local cooperative organization of Texas or another State;

WHEREAS, The Local Government Purchasing Cooperative ("BuyBoard") is a purchasing cooperative created under the laws of the State of Texas that offers competitively procured contracts to its members;

WHEREAS, Contractor was awarded a contract for auctioneering services with BuyBoard, under contract number 708-23, and County is a member of BuyBoard;

WHEREAS, the County desires to enter this Agreement with Contractor for auctioneering services under the contract awarded to Contractor by BuyBoard;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

SECTION 1. AGREEMENT

1.1 Scope of Services: Contractor shall provide auction services to facilitate the sale of County-owned salvage and surplus property subject to the terms of this Agreement. In addition to the rights and responsibilities contained in this Agreement, the auction services shall comply with Exhibit A and Exhibit B.

1.2 Contract Documents: The following documents constitute the "Contract Documents":

a. this Agreement;

b. Exhibit A – General Operating and Auction Procedures; and

c. Exhibit B – Online Auction Timeline

All of the Documents referred to in this Section 1.2 are incorporated by reference and made a part of this Agreement for all purposes as though each were written word for word in this Agreement.

In interpreting this Agreement and resolving any ambiguities, the Contract Documents shall be given precedence in the following order: 1) this Agreement, 2) General Operating and Auction Procedures, 3) Online Auction Timeline.

SECTION 2. DESIGNATED REPRESENTATIVES

2.1 County's Designated Representatives: The County designates the Facilities Director as the Designated Representative with regard to the services performed under this Agreement.

2.2 Contractor's Designated Representatives: Contractor designates Lori Campbell as its Designated Representative with regard to the services performed under this Agreement.

2.3 Changes to Designated Representatives: Either Party may change its Designated Representative(s) by providing written notice to the other Party.

SECTION 3. CONTRACTOR'S OBLIGATIONS

3.1 Auction: Contractor shall sell County's property at one (1) public absolute auction online on an appointed date, date, and time, and the property shall be available for preview on the appointed day, date, time, and place. All items shall be sold "AS IS" and "WHERE IS" to the highest bidder, and without warranty of any kind, express or implied, except for the warrant of title to the merchandise. All items shall be auctioned WITHOUT MINIMUMS, RESERVES, OR CONFIRMATIONS, unless otherwise agreed to in writing by County and Contractor.

3.2 Auction Management: Contractor shall approve all online bidders; manage the online auction for ten (10) consecutive days; process, receive, manage, and disburse all payments; and coordinate with successful bidders regarding all pick-ups and checkouts.

3.3 Bidders: Contractors shall make every effort to ensure that each bidder is at least eighteen (18) years old, and that bidders have been informed of the terms and conditions of the auctions and release the County from claims on warranties. Sales shall be made to the highest responsible bidder.

3.4 Bidder Communications: Contractor shall be responsible for all communications with potential bidders regarding items included in the auction via phone or other means of communication.

3.5 Photographing and Lotting Items: Contractor shall take photographs of all items to be auctioned, and lot the items as appropriate for online auctioning purposes. Contractor shall provide experienced staff to conduct asset tracking.

3.6 Sale Promotion: Contractor agrees to promote the sale of the auction items by mass e-mail, web analytics, and multiple promotional internet websites or use of personal contacts. The type of promotion to be used shall be determined by the Contractor. Any newspaper advertisement shall be agreed to between County and Contractor prior to the placement of any ad. County shall pay for any agreed upon newspaper advertisement. Contractor shall place County's listing on its website(s) at www.lemonsauctioneers.com or www.onlinepros.com, both of which are secured sites that are available seven (7) days per week, twenty-four (24) hours per day.

3.7 Third-Party Websites: Contractor may, at its discretion, display photos or descriptions of the auction items on a third-party website to market and sell the items. Contractor shall watermark all photos placed on the internet for marketing purposes to deter fraudulent misuse of the photos.

3.8 Sales Tax: Contractor shall charge and collect from the successful bidder of each auction item the purchase price and all applicable taxes. Contractor shall remit those sales taxes that are due and payable to the State of Texas to the Texas Comptroller of Public Accounts. Contractor shall account for non-collection of sales taxes on auction items that are purchased by persons or entities holding valid tax exemption or resale certificates. Contractor shall provide its sales tax number upon request.

3.9 Payment: Contractor shall collect payment in full before from each successful bidder before the bidder may schedule to pick up the item. Contractor shall accept payments from successful bidders for auctioned items by cash, credit, debit, cashier's check, money order, or wire transfer. Bidders who pay by credit card shall pay an additional administration fee of three and seventy-five hundredths' percent (3.75%) of the purchase price of the item to offset credit card administrative cost. Successful bidders may make payment at Contractor's offices located at 18810 Juergen Road, Tomball, Texas 77377. County shall not be responsible for paying any fee for sales that are paid through Contractor's Credit Card Gateway.

3.10 Successful Bidder's Failure to Pay: Contractor shall not be responsible for bidders who default on payment, but will make diligent attempts to collect all monies due to the County from the proceeds of the auction. If Contractor is unable to collect payment from a successful bidder for an item sold at auction, Contractor will notify County, the item will be deemed a "No Sale," no fee or commission will be charged to the County for that item, and the County shall retain ownership of that item. Bidders that do not pay for their purchases during the stated deadline may be permanently banned from future online auctions.

3.11 Invoices: Contractor shall provide successful bidders who have completed payment with an invoice that includes the buyer's name, a description of the purchased item, the bid amount, and any applicable taxes.

3.12 Escrow Account: Contractor shall be fully responsible for the collection and security of the money during the auction, and until funds are delivered to the County. Contractor shall deposit all auction proceeds into an Escrow Account located at Woodforest National Bank in Tomball, Texas. Within fifteen (15) days following the conclusion of the auction, Contractor shall pay to County the net proceeds from the items sold, less Contractor's fee and any approved newspaper advertisement fees. Payment to the County shall be made by wire transfer.

3.13 Item Pick Up: Contractor shall coordinate the pickup of auctioned property by successful bidders, and provide a list to the County that identifies the buyer's name and a description of the item purchased. Auctioned items shall be picked up in accordance with Exhibit B. Contractor shall ensure purchasers are aware that each is solely responsible for loading and/or removing the purchased item from County property. If an item is not picked up by the specified date and time, the County shall retain ownership of the item. If a bidder fails to pick up an auctioned item, his or her account will be suspended and no refund will be made. Contractor shall not be responsible for auctioned items that are not picked up before the stated deadline. No auctioned items of any kind for any auction shall be transported, shipped, or arranged to be transported or shipped by the County.

3.14 Vehicles: If vehicles are included in the auction, Contractor shall be responsible for all vehicle and bus title transfers and documentation. The Contractor shall charge each vehicle purchaser a thirty-five-dollar ($35.00) title preparation fee for each vehicle purchased. The Contractor shall submit to the Texas Department of Motor Vehicles current buyer information for all titled vehicles.

3.15 Bills of Sale: Contractor shall issue a bill of sale upon request.

3.16 List of Items Sold: Contractor shall provide to County an itemized statement of all auction items and proceeds. The statement shall include the lot number, if any, a description of the auctioned item, the amount collected, and a final accounting of all transactions. The list shall separately identify auction items with an asset tracking tag (and include the asset tag number in addition to the other required information), and unsold items.

3.17 Buyers List: Contractor shall submit to the County a buyers list indicated the name, address, and telephone number of each buyer a report to the County showing the gross sales from the auction, the fees to be collected by Contractor, and the auction proceeds to be paid to County.

3.18 Licensure: Contractor's auctioneers are licensed and regulated by the Texas Department of Licensing and Regulation. A license issued by said Department does not imply approval or endorsement of auctioneer by the State of Texas. If there are unresolved complaints, they can be made to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, or by calling (800) 803-9202.

3.19 Risk of Loss: Contractor shall not be responsible for any risk of loss for auction items, including theft or item damage, before, during, or after the auction.

3.20 Legal Compliance: Contractor shall conduct the auction and all services to performed hereunder in accordance with any applicable laws and regulatory requirements.

3.21 Conference and Cooperation: Contractor shall confer with the County or the Designated Representative on an as needed basis to ensure the services are performed satisfactorily, and to make any necessary or requested adjustments. Contractor shall cooperate at all times with the County, and other contractors providing services to the county to maintain maximum efficiency.

3.22 Necessary and Qualified Staff: Contractor shall provide necessary staff, labor, and equipment to efficiently and orderly perform the services, and shall be responsible for any cost associated with implementing this Agreement. Contractor agrees to employ, maintain, and assign a sufficient number of competent and qualified personnel to provide the services in a professional and skillful manner.

SECTION 4. COUNTY'S OBLIGATIONS

4.1 Right to Conduct Auction: County grants to Contractor the right to market and sell the auction items identified for auction by the County. The County may add additional items to the auction at any time. The County may not withdraw property from the auction once the auction has started. The County may not attempt to sell, transfer, destroy, or alter any auction item once the auction has started.

4.2 Representations and Warranties: County represent and warrants to Contractor that 1) County has good title to the items to be auctioned, and that all such items are free of any liens, claims, and encumbrances, 2) County has the right, power, and authority to appoint the auction items for sale and to enter into this Agreement, 3) good title will pass to purchasers upon sale, 4) there are no restrictions on Contractor to reproduce photographs of the items, and 5) the information provided to Contractor in this Agreement is true and correct.

4.3 Staging: County shall identify all items to be auctioned, and place them in a staging area.

4.4 Sale Promotion: County agrees to allow Contractor to publicize County's name on Contractor's website, any marketing material, or third-party websites to promote the sale of the auction items.

4.5 Buyer's Premium: County shall allow Contractor to charge each buyer a Buyer's Premium equal to fourteen percent (14%) of the gross purchase price of each item purchased. The Buyer's Premium shall be paid by the purchaser directly to Contractor, and is retained by Contractor as additional compensation for conducting the auction.

4.6 Cancellation of Scheduled Auction: In the event that County cancels a scheduled auction, County shall pay Contractor for advertising fees paid by Contractor, provided that Contractor provides County with a valid paid invoice for the advertising fees.

4.7 Item Pick-up: The County shall ensure that a county employee is on site for item pick-ups during scheduled pick-up times. A purchaser must have their invoice in order to pick up an item. The County is not required to assist the purchaser with loading or moving any purchased item.

SECTION 5. COMPENSATION

5.1 Compensation: Contractor's compensation shall be eighteen percent (18%) of the gross proceeds received for general auction items, and ten percent (10%) of the gross proceeds received for all vehicles, trailer tractors, real estate, and heavy equipment. Contractor shall deduct its fees from the gross proceeds of the auction sale. Contractor shall not perform additional services or bill for expenses incurred pursuant to this Agreement unless the County requests and approves in writing the additional costs for such services. County is not required to make any payment to Contractor unless specified otherwise in this Agreement.

SECTION 6. TERM AND TERMINATION

6.1 Term: This term of this Agreement shall begin on the Effective Date, and terminate upon complete performance of its terms (the "Term"), unless either Party terminates this Agreement in accordance with its terms.

6.2 Termination for Failure to Perform: Either Party may terminate this Agreement if the other Party fails to perform in accordance with the terms of this Agreement, provided that the failure to perform is at no fault of the terminating Party. Contractor shall be responsible for any expenses it incurs after the date of termination.

6.3 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice and without the opportunity to cure if Contractor, or any of its parent or subsidiary business entities responsible for providing services under the Agreement become insolvent or files any petition for bankruptcy.

6.4 Termination for Convenience: Either party may terminate this Agreement by providing ten (10) days written notice to the other party, given not less than thirty (30) days prior to the auction date.

6.5 Notice of Termination: Unless provided otherwise herein, the terminating Party shall provide thirty (30) days written notice of termination to the other Party as provided in Section 16.12.

6.6 Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Agreement will terminate on the date specified in the written termination notice, or if no date is specified, on the thirtieth (30^{th}) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.

6.7 Termination Without Penalty: Contractor shall not be entitled to any damages, whether direct or indirect, should the County choose to exercise its option to terminate.

SECTION 7. NO EXCLUSION OR PAYMENT

7.1 No Exclusion or Payment: Contractor understands and agrees that this Agreement does not create an exclusive right for Contractor to provide the services contemplated by this Agreement.

SECTION 8. RECORDS AND AUDITS

8.1 Records and Audits: The County and the Waller County Auditor shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions relating to this Agreement. The County shall give Contractor reasonable advance notice of intended inspections or audits. Contractor shall maintain records necessary for the County or the County Auditor to complete an audit, and to comply in all respects with any request by the County or the County Auditor for records and documents for the purpose of performing an audit.

SECTION 9. INTERPRETATION

9.1 Interpretation: This Agreement controls over any other document, order form, purchase

order, terms, or conditions in regard to the services to be performed hereunder. Headings in this Agreement are inserted solely for convenience, and do not constitute a part of this Agreement, nor affect its meaning, construction, or intent. Whenever used in this Agreement, unless the context indicates otherwise, the singular will include the plural, the plural will include the singular, and the male gender will include the female gender. The words "include," "includes," and "including" are deemed to be followed by the words "without limitation," unless otherwise specified. In the event of any disputes over the meaning or application of this Agreement, it shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

SECTION 10. SITE INSPECTION AND COORDINATION

10.1 Site Inspection and Coordination: Contractor represents that Contractor is thoroughly acquainted with all matters relating to the performance of this Agreement. All services under this Agreement shall be coordinated under, and performed to the satisfaction of the County or the Designated Representative.

SECTION 11. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS.

11.1 Permits; Compliance with Laws and Regulations: Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the services prior to executing this Agreement. Contractor shall perform its obligations pursuant to this Agreement in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the services to be performed.

SECTION 12. INDEPENDENT CONTRACTOR.

12.1 Independent Contractor: In performing the services under this Agreement, Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Agreement, in cooperation with the County, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Agreement or act of the Contractor in the performance of this Agreement shall be construed as making Contractor or its employees an agent, servant, or employee of the County in any capacity or form.

SECTION 13. INDEMNITY.

13.1 INDEMNITY: CONTRACTOR, ITS OFFICERS, DIRECTORS, PARTNERS, CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, VENDORS, GRANTEES, AND/OR TRUSTEES (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION), AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, OFFICIALS, DEPARTMENT HEADS, REPRESENTATIVES, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "COUNTY" FOR PUPOSES OF THIS SECTION) FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, INJURIES – INCLUDING DEATH – LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COSTS OF DEFENSE) ARISING DIRECTLY OUT OF OR RESULTING FROM THE OPERATION OR PERFORMANCE OF CONTRACTOR UNDER THIS

AGREEMENT. THE COUNTY WILL NOT ACCEPT LIABILITY FOR INJURIES THAT ARE THE RESULT OF THE NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISION OF CONTRACTOR. CONTRACTOR AGREES TO ACCEPT LIABILITY FOR INJURIES TO ITSELF OR OTHERS CAUSED BY ITS OWN NEGLIGENCE, MALFEASANCE, ACTION, OR OMMISSION. THIS INDEMNIFICATION PROVISION IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT BE LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST COUNTY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, AGREEMENT, OR OTHERWISE.

COUNTY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY COUNTY HEREUNDER, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY COUNTY IN WRITING. COUNTY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, COUNTY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY COUNTY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND COUNTY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY COUNTY PURSUANT TO THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNTY APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF COUNTY'S WRITTEN NOTICE THAT COUNTY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, COUNTY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL REASONABLE ATTORNEY FEES AND COSTS INCURRED BY COUNTY. CONTRACTOR AND COUNTY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SECTION 14. INSURANCE REQUIREMENTS

14.1 Insurance Limits and Required Certificates: Contractor shall provide the County with certificates of insurance evidencing compliance with the requirements of this section. The certificates shall indicate the name of Lemons Auctioneers, LLC, the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company authorized to do business in the State of Texas, and shall be of the following types and limits:

a. Workers Compensation in accordance with the laws of the State of Texas.

b. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

c. Comprehensive general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.

d. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with minimum limits of not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

14.2 Additional Insured: Contractor's insurance policies that cover performance under this Agreement shall name the County as an additional insured.

14.3 Certificates of Insurance: Contractor shall provide the County with certificates of such insurance within thirty (30) days of the Effective Date, and the certificates shall indicate insurance coverage as of the Effective Date.

14.4 No Decrease in Liability: The County's acceptance of the certificates of insurance shall not relieve or decrease Contractor's liability.

14.5 No Cancellation or Modification: Contractor shall not cancel or modify the insurance coverages required by this Agreement without providing thirty (30) days written notice to the County. Contractor shall not allow a lapse in the insurance coverage specified in this Agreement during the Term.

SECTION 15. ASSIGNMENT

15.1 Assignment: Contractor shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the County. The following conditions must be met before any permitted assignment becomes effective: a) Contractor must give written notice of a proposed assignment to the County at least thirty (30) days prior to the effective date of the assignment; b) the assignee must explicitly accept all of Contractor's obligations under this Agreement; c) Contractor must retain its obligations to the County under this Agreement until the assignment is effective; d) the Assignment must be executed by both Contractor and the assignee; e) Contractor must provide the County a fully executed

assignment agreement not later than five (5) business days after the assignment is signed, and f) the County provides a signed, written consent to the assignment.

SECTION 16. MISCELLANEOUS PROVISIONS

16.1 Recitals: The Recitals are incorporated into this Agreement.

16.2 Jurisdiction and Venue: This Agreement is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Agreement shall be in a court of competent jurisdiction in Waller County, Texas. This Agreement is made and is to be performed in Waller County, Texas.

16.3 Right of Review: The County or the Designated Representative may review and inspect any and all of the services performed by Contractor under this Agreement. The is granted the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Agreement as may be reasonably necessary. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Agreement. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Agreement shall be subject to County's rights as may be disclosed by a review under this section.

16.4 No Subcontractors: Contractor shall not subcontract any portion of its duties under this Agreement, unless the County has provided prior written consent. In the event that the County provides written consent for a portion of the services to be performed by a subcontractor, the subcontractor must agree to be bound by the terms of this Agreement.

16.5 No Waiver: No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Agreement does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.

16.6 Force Majeure: Neither Party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of services resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications, or Internet equipment or service, or other catastrophes, or any other occurrences which are reasonably beyond a Party's control. The Parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the Part seeking relief under this provision. The Party seeking relief due to force majeure is required to promptly notify the other Party in writing, citing the details of the force majeure event and the relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either

Party to this Agreement, causes solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.

16.7 Tax Exempt: The County is tax-exempt, and will not pay a tax from which it is exempt. Tax exempt paperwork may be provided upon written request.

16.8 No Arbitration: A dispute arising under this Agreement shall not be subject to arbitration.

16.9 Waiver of Subrogation: Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as indirect parties to any suit arising out of personal or property damages resulting from Contractor's, its employees', or permitted subcontractors' performance under this Agreement.

16.10 Authority to Sign: Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.

16.11 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Agreement. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

16.12 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:	To Contractor:
Waller County Judge 836 Austin St., Suite 4300 Hempstead, TX 77445	Attn: Lori Campbell 18810 Juergen Rd. Tomball, TX 77377

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been entered into as of the last date of signature affixed hereto.

COUNTY	**CONTRACTOR**
WALLER COUNTY, TEXAS a political subdivision of the State of Texas	**LEMONS AUCTIONEERS** a Texas limited liability company
Carbett "Trey" Duhon, III County Judge	Lori Campbell President
Date	4/8/26 Date
ATTEST	**ATTEST**
Debbie Hollan County Clerk	Jackie Shillingburg Vice President 4/8/26

EXHIBIT A

General Operating and Auction Procedures

General Operating Procedures

Government Code

TITLE 10. GENERAL GOVERNMENT
SUBTITLE D. STATE PURCHASING AND GENERAL SERVICES
CHAPTER 2175. SURPLUS AND SALVAGE PROPERTY
SUBCHAPTER A. GENERAL PROVISIONS

Sec. 2175.186. DISPOSITION BY COMPETITIVE BIDDING, AUCTION, OR DIRECT SALE.

(a) If a disposition of a state agency's surplus property is not made under Section 2175.184, the commission shall sell the property by competitive bid, auction, or direct sale to the public, including a sale using an Internet auction site. The commission may contract with a private vendor to assist with the sale of the property.

(b) The commission shall determine which method of sale shall be used based on the method that is most advantageous to the state under the circumstances. The commission shall adopt rules establishing guidelines for making that determination.

(c) In using an Internet auction site to sell surplus property under this section, the commission shall post the property on the site for at least 10 days.

Direct Link:
https://statutes.capitol.texas.gov/docs/GV/htm/GV.2175.htm

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Pre-Auction Procedures

Auction Agreement

The auctioneer and seller will establish contractual rates, including any applicable co-op agreements, along with the auction terms. Service dates may be set per auction, annually, or biannually.

Auction Dates and Hours

The auctioneer and seller will agree upon an auction timeline that will consist of the auctioneer conducts asset tracking & digital photography or asset tracking & digital photography due from seller, auction activation, auction preview, auction completion, and removal dates.

General Preparation

*Conduct a complete walk through prior to the auction company's arrival.
*Remove all items not intended for auction.
*Establish auction locations and ensure all items are staged for easy accessibility.
*Stage items "like with like", preferably on pallets, and allow spacing for photography.

Staging Order & Priorities

*First location should begin with titled units, equipment, or child nutrition items.
*If selling buses or vehicles: Pull titles immediately and verify VINs.
*Send copies of titles to the auction company a few days prior to arrival.
*Upon arrival, unlock vehicles and have keys available (VERY IMPORTANT).

Vehicle & Equipment Preparation

*Remove entity names from all vehicles (use spray paint, roller paint, heat gun, etc.).
*Remove exemption plates and dispose of them.
*Remove all cameras, radios, toll tags, and GPS systems.
*Ensure staging areas are mowed for photography purposes.
*Have staff available to start vehicles (with jump boxes, batteries, etc.) for operational videos.
*After the auction company inventories and photographs assets, do not remove parts (tires, mirrors, covers, batteries, headache racks, etc.)

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Pre-Auction Procedures (Cont.)

Auction Day Support

*Auction Staff has one day allotted for tagging & photography — no lunch or breaks will be taken.
*Waller County will provide an alternate staff member to assist the auction team if needed.

Documentation & Special Requirements

*Prepare a list of vehicle & equipment issues for the auction team.
*Provide additional condition details for all vehicles and equipment, including: Running or not running, Blown engine, Water in the oil, Requires towing, Any other known mechanical or operational issues.
*Provide preview and removal contact information for each location, including: Full name, Phone number, Email, Hours of operation, Access details, Special Rules (Example: "Winning bidder must sign in at the main office and show ID for access"
*An auction team member will take possession of the titles for buses, vehicles, and trailers at the time we tag and photograph the auction surplus. Please confirm who will be authorized to sign the titles and 130U forms on that specified date.

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Selling Police Vehicles by Auction

Sec. 272.006. SALE OR TRANSFER OF LAW ENFORCEMENT VEHICLE.

(a) In this section, "political subdivision" means a county, municipality, school district, junior college district, other special district, or other subdivision of state government.

(b) A political subdivision may not sell or transfer a marked patrol car or other law enforcement motor vehicle to the public unless the political subdivision first removes any equipment or insignia that could mislead a reasonable person to believe that the vehicle is a law enforcement motor vehicle, including any police light, siren, amber warning light, spotlight, grill light, antenna, emblem, outline of an emblem, or emergency vehicle equipment.

(c) A political subdivision may not sell or transfer a marked patrol car or other political subdivision law enforcement motor vehicle to a security services contractor who is regulated by the Department of Public Safety and licensed under Chapter 1702, Occupations Code, unless each emblem or insignia that identifies the vehicle as a law enforcement motor vehicle is removed before the sale or transfer.

▶ **H.B. No. 473**
https://www.legis.state.tx.us/tlodocs/84R/billtext/html/HB00473F.htm

LEMONS AUCTIONEERS

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Auction Location Logistics

Auction Locations

The seller may offer one or more online auction locations. The auctioneer will require the name, physical address, and lot numbers for each location. Example: Loc. 1: 1-99, Loc. 2: 100-199, Loc. 3: 200-299.

Online Auction Activation

The online auction activation will be determined through discussion and agreement between the seller and the auctioneer. The activation date marks the first day of the ten-day online auction period as per Government Code. The auction will commence at approximately 10:00 A.M. (CDT)

Online Auction Preview

Preview Date & Time: Ideally scheduled two days before the online auction concludes.

Seller's Responsibility: The seller must provide a designated preview schedule, either by appointment or within a set timeframe.

Preview and Removal Representative

Seller Requirement: The seller must provide online contact information for direct inquiries, auction preview, and item removal coordination.

Online Auction Completion

Auction Timing: Items will close in increments of 30 seconds, 2 minutes, and 5 minutes. The auction will generally start at 10:00 A.M. and conclude around 2:00 P.M.
Example: Lot #1 (10:00 A.M.), Lot #2 (10:01 A.M.)

Proceeds Collection: The auctioneer will collect online auction proceeds within three business days directly after the auction's completion.

Auction Results: A detailed auction report will be sent to the seller via email approximately two hours after the auction concludes.

Receipts: The seller will receive paid receipts for all buyers once their purchases are fully paid.

Proceeds Delivery: The seller will receive auction proceeds within a reasonable timeframe based on the completion of auction item removal.

Online Auction Removal

Removal Schedule: Ideally scheduled 3 to 5 days after the online auction concludes for general surplus depending on item volume. Vehicles or equipment generally 10 days and portable classrooms up to 45 days.

Seller Responsibility: The seller must provide designated time slots for item removal.

LEMONS AUCTIONEERS

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Auction Software Services

Secure & Verified Bidder Registration

All bidder registrations are reviewed and verified within 24 hours.

New online bidders must register and provide a credit or debit card to activate their account.

A preauthorization charge will be applied as follows:

$1.00 USD to update the card on file.
$100.00 USD for a Surplus Auction.
$500.00 USD for a Vehicle Auction.

The registered card will be securely stored for future online payments. Bidders may update their payment method at any time.

Bidding Features & Notifications

*Instant Push Notifications – Stay updated on bids and auction activity.
*Bid Confirmation – Receive real-time bid validation.
*Max Bid Option – Set a maximum bid for automatic bidding.
*Outbid & High Bid Alerts – Get notified if you're outbid or leading.
*Bidder Login Agreement – Review and accept updated terms for each auction.

Additional Features

*Past Auction Results – Access historical auction data.
*Item Performance Videos – View product demonstration videos.
*Automated Payment Processing – Secure and hassle-free transactions.
*Dynamic Live Bidding – Real-time updates on bids and status with countdown timers

LEMONS AUCTIONEERS

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Auctioneers Responsibilities

1. Online Auction Consultation
2. Draft and Finalize Waller County Auction Contract/Agreement
3. Approve Online Auction Timeline Agreement
4. Provide Seller Training and Forms for Asset Tracking & Photography (Cataloging App/ShareFile)
5. Obtain Operational Videos for Marketing
6. Send Mobile Push & Text Notifications
7. Email Alerts for Upcoming & Closing Auctions
8. Buyer IT Support
9. Comprehensive Marketing Strategies
10. 24/7 Support for Sellers & Buyers
11. Expert Customer Service - Se Habla Español
12. Bidder Approval Process
13. Manage, Receive, & Distribute Payments
14. Provide Seller with Paid Invoice via Email (Upon Request)
15. Issue Itemized Statement Post-Auction
16. Communicate with the seller regarding payment updates and confirmation of item removal
17. Title Preparation and New Buyer Notification to the DMV
18. Submit Sales Tax to Texas Comptroller Title Processing
19. Prepare Final Settlement Documents
20. Process Seller Payments via Check, Wire Transfer, or ACH

Sellers Responsibilities

1. Waller County must receive approval from the Waller County Commissioners Court prior to conducting an auction.
2. Notify all departments about the upcoming auction so they can contribute surplus items, as necessary.
3. Organize the staging of auction items, including vehicles, equipment, and general surplus. (Refer to General Operating and Pre-Auction Procedures, pages 8–10.)
4. On the scheduled tag and photo date, Waller County will provide a seller representative and several worker inmates to assist the auctioneer with lifting and moving heavy items for staging.
5. A Waller County representative will send the signed titles and 130U forms to the auctioneer upon request if applicable.
6. Waller County and the auctioneer will establish an auction timeline.
7. A seller representative will oversee the item preview and removal process, including coordinating buyer removal appointments in accordance with the approved timeline and the Auction Location Logistics Form.
8. A Waller County representative will coordinate with Online Pros regarding buyer removal status.

EXHIBIT B

Online Auction Timeline

We provide an auction experience of unparalleled quality that consistently surpasses your expectations.

Trust Lemons Auctioneers, LLC & Online Pros to dispose of your surplus assets with professionalism and expert management.

Mission Statement:
To offer our buyers and sellers the most innovative, creative, dynamic, and successful auction experience.

Online Auction Timeline	Time frame
Lemons Auction Team Conducts Asset Tracking & Digital Photography	-Tuesday, May 19, 2026 (Approx. Arrival Time: 9AM)
Auction Goes Live on OnlinePros.com	-Friday, May 22, 2026
Auction Preview Conducted by Waller County	-Thursday, May 28, 2026
Auction Concludes on OnlinePros.com	-Tuesday, June 02, 2026
Auction Removal Conducted by Waller County	Wednesday, June 03, 2026/Thursday, June 04, 2026/Friday, June 05, 2026

Please sign and date if you agree to the dates and times listed in the proposed time frame.

Signature: _____

Print Full Name: _____

Date: _____

FIRST AMENDMENT TO SUBDIVISION DEVELOPMENT AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND ENCLAVE GASSNER TRACT, LLC FOR LA SEGARRA SUBDIVISION

This First Amendment to Subdivision Development Agreement with attached exhibits (this "Amendment") is entered into by and between Waller County, Texas ("County"), a political subdivision of the State of Texas, and Enclave Gassner Tract, LLC ("Developer"), a Delaware limited liability company, for the La Segarra subdivision.

WHEREAS, County and Developer entered into that certain Subdivision Development Agreement, dated effective as of October 26, 2022, for development of the La Segarra subdivision (Contract ID # 221026-12) (the "Original Agreement")(together with this Amendment, the "Agreement"); and

WHEREAS, the Developer's Property, as defined in the Original Agreement, consists of approximately 212.72 acres of real property in Waller County, Texas, and Developer has purchased approximately 29.48 acres of additional real property in Waller County, Texas, to be developed as part of the La Segarra subdivision ("Additional Developer's Property")(together with the Developer's Property as described and defined in the Original Agreement, the "Amended Developer's Property"); and

WHEREAS, Developer desires to the develop the Amended Developer's Property in accordance with the uses, layout, configuration, lot sizes, lot widths, landscaping, traffic circulation patters, etc. details in the attached Plan of Development (Exhibit B) and General Land Plan (Exhibit C) with the approved variances (Exhibit D);

WHEREAS, County and Developer desire to enter into this Amendment to reflect the addition of the Additional Developer's Property to the La Segarra subdivision and to reflect their mutual understanding regarding the development of the Amended Developer's 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 agree as follows:

1. The Real Property Description (Exhibit A), Plan of Development (Exhibit B), and General Land Plan (Exhibit C) with the approved variances (Exhibit D) of the Original Agreement are amended and replaced in their entirety to include the Additional Developer's Property.

2. This Amendment shall be for the benefit of and appurtenant to the Amended Developer's Property and reflected in a memorandum of this Agreement. The Memorandum of this Amendment, in a form substantially similar to that set forth in Exhibit E, shall be signed by the parties and filed in the deed records of Waller County, Texas.

3. Except as specifically amended in this Amendment, the Original Agreement shall remain in full force and effect in accordance with its original terms and conditions. In the event of a conflict, the terms of this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have approved and executed this Amendment on the dates listed below, to be effective as of _____, 2026.

WALLER COUNTY

_____

STATE OF TEXAS §
§
COUNTY OF WALLER §

This instrument was acknowledged before me on this the _____ day of _____, 2026, by _____, Waller County Judge, on behalf of Waller County, Texas, a political subdivision of the State of Texas.

_____
Notary Public in and for
the State of T E X A S

(SEAL)

ENCLAVE GASSNER TRACT, LLC
A Delaware limited liability company

By: Gassner 362, LLC
A Texas limited liability company
Its Manager Member

By: Gassner 362 Manager, LLC
A Texas limited liability company
Its Manager

By: Bold Fox Development LLC
A Texas limited liability company
Its Manager

By: _____
Alex Kamkar
Managing Member

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledge before me on the 8th day of April, 2026 by Alex Kamkar, Managing Member of Bold Fox Development LLC, a Texas limited liability company, being the Manager of Gassner 362 Manager, LLC, a Texas limited liability company, being the Manager of Gassner 362, LLC, a Texas limited liability company, being the Manager Member of Enclave Gassner Tract, LLC, a Delaware limited liability company, on behalf of said entities.

Kaitlin Gile
Notary Public in and for the
State of T E X A S

(SEAL)

KAITLIN GILE
NOTARY PUBLIC, STATE OF TEXAS
Notary ID #13380884-2
EXPIRES June 13, 2026

EXHIBITS

Exhibit A – Real Property Description

Exhibit B – Plan of Development

Exhibit C – General Land Plan

Exhibit D – Approved Variances

Exhibit E – Memorandum of Agreement

Exhibit A

Real Property Description

EHRA

TBPE No. F-726
TBPLS No. 10092300

198.05 ACRES

FIELD NOTES of a 198.05 acre tract of land situated in the J.G. Bennett Survey, Abstract No. 288 out of the H.&T.C. R.R. CO. Survey Section 50, Waller County, Texas; said 198.05 acre tract of land being out of and a part of a called 257.144 acre tract of land as conveyed to Verosa Philipp, David W. Philipp, Thomas M. Philipp, Mark A. Philipp and Benjamin Lee Philipp and recorded in Waller County Clerk's File No. (W.C.C.F. No.) 1606513; said 198.05 acre tract of land being more particularly described by metes and bounds as follows:

NOTE: All bearings are Lambert grid bearings and all coordinates refer to the Texas State Plane Coordinate System, South Central Zone (#4204), as defined by article 21.071 of the Natural Resources Code of the State of Texas, 1983 Datum (2001 adjustment). All distance are actual distances. Scale factor = 0.99990226.

BEGINNING at a 1-inch iron pipe found for the Southerly Northwest corner of this tract of land and the Northwest corner of a called 43.1414 acre tract as conveyed to Edwin Lake and recorded in Volume 1117, Page 25 of the Deed Records of Waller County, Texas (D.R.W.C.TX.), also being the common east corner of a called 1.6070 acre tract as conveyed to John & Marsha West and recorded in Volume 629, Page 40 D.R.W.C.TX. and a called 1.6070 acre tract as conveyed to Johnny F. Nimmons and recorded in Volume 913, Page 634 D.R.W.C.TX.

1) **THENCE** N 01°56'58" W with the Westerly line of this tract of land and the East line of said 1.6070 acre tract a distance of 200.00 feet to a 1/2-inch iron pipe found the most Northwest corner of this tract of land, the Northeast corner of said called 1.6070 acre tract and being in the South line of a called 0.9116 acre tract as conveyed to Ashley K. Lopez & Virgilio D. Lopez and recorded in Volume 1444, Page 633 D.R.W.C.TX.

2) **THENCE** N 87°29'25" E (called N 87°49'02" W) with the North line of this tract of land a distance of 47.68 feet to a 5/8-inch iron rod found for the Southeast corner of said 0.9116 acre tract and the Southwest corner of a

TBPE No. F-726
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called 1,464.203 acre tract as conveyed to Royal Wailea Investment, LP and recorded in Volume 1313, Page 368 D.R.W.C.TX.

3) **THENCE** N 87°47'35" E (called N 87°49'02" W) with the North line of this tract of land and the South line of said 1,464.203 acre tract a distance of 1,112.56 feet to a 1/2-inch iron pipe found for an angle point in the North line of this tract of land.

4) **THENCE** N 87°46'09" E (called N 87°49'02" W) continuing with the North line of this tract of land and the South line of said 1,464.203 acre tract a distance of 1,551.76 feet to a 1/2-inch iron pipe found for the Northeast corner of this tract of land, the Southeast corner of said 1,464.203 acre tract and in the West line of a called 492.7536 acre tract as conveyed to LSEK Waller, LP and recorded in W.C.C.F. No. 1300452.

5) **THENCE** S 01°59'14" E (called S 02°12'58" E, 4,129.30 feet) with the East line of this tract of land and the West line of said 492.7536 acre tract a distance of 4,098.03 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for the Southeast corner of this tract of land, in the West line of a called 71.0164 acre tract as conveyed to LSEK Waller, LP and recorded in W.C.C.F. No. 1300452 and in the North right-of-way line of Gassner Lane (60 feet wide).

6) **THENCE** S 87°49'02" W (called N 87°45'27" E, 30.00 feet) with the South line of this tract of land and the North right-of-way line of said Gassner Lane a distance of 25.69 feet to a 5/8-inch iron rod found for the Southeast corner of a called 3.144 acre tract as conveyed to Brian Lenard Philipp and recorded in Volume 708, Page 9 D.R.W.C.TX.

7) **THENCE** N 02°02'05" W (called N 01°56'58" W, 626.13 feet) with the East line of said 3.144 acre tract a distance of 627.34 feet to a 5/8-inch iron rod found for the Northeast corner of said 3.144 acre tract.

8) **THENCE** S 87°52'37" W (called S 87°49'02" W, 208.71 feet) with the North line of said 3.144 acre tract a distance of 208.69 feet to a 1/2-inch iron pipe found for the Northwest corner of said 3.144 acre tract.

EHRA

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9) **THENCE** S 02°02'06" E (called S 01°56’58” E, 626.13 feet) a distance of 627.55 feet to a 5/8-inch iron rod found for the Southwest corner of said 3.144 acre tract, in the South line of this tract of land and in the North right-of-way line of said Gassner Lane.

10) **THENCE** S 87°49'02" W (called S 87°45’27” W) with the South line of this tract of land and the North right-of-way line of said Gassner Lane a distance of 1,874.73 feet to a 5/8-inch capped iron rod stamped “E.H.R.A. 713-784-4500” set for the Southwest corner of this tract of land and the Southeast corner of the a forementioned called 43.1414 acre tract.

11) **THENCE** N 01°56'58" W with the West line of this tract of land and the East line of said 43.1414 acre tract a distance of 3,893.54 feet to a 5/8-inch capped iron rod stamped “E.H.R.A. 713-784-4500” set for the Northeast corner of said 43.144 acre tract and an internal corner of this tract of land.

12) **THENCE** S 88°03'02" W with the North line of said 43.1414 acre tract a distance of 605.58 feet to the **PLACE OF BEGINNING**; containing within said boundaries a calculated area of 198.05 acres (8,626,945 sq. ft.) of land.

EDMINSTER, HINSHAW, RUSS & ASSOCIATES, INC. d/b/a/ EHRA

A. Munroe Kelsay
Texas Registration No. 5580
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500

Date: *02/02/2022*
Job No: *211-127.00*
File No: R:\2021\211-127-00\Docs\Description\Boundary\211-127-00 LTS(197 ac).docx

EHRA

TBPE No. F-726
TBPLS No. 10092300

14.67 ACRES

FIELD NOTES of a 14.67 acre tract of land situated in the J.G. Bennett Survey, Abstract No. 288 out of the H.&T.C. R.R. CO. Survey Section 50, Waller County, Texas; said 14.67 acre tract of land being out of and a part of a called 43.1414 acre tract of land as conveyed to Edwin Lake and recorded in Volume 1117, Page 25 of the Deed Records of Waller County, Texas (D.R.W.C.TX.); said 14.67 acre tract of land being more particularly described by metes and bounds as follows:

NOTE: All bearings are Lambert grid bearings and all coordinates refer to the Texas State Plane Coordinate System, South Central Zone (#4204), as defined by article 21.071 of the Natural Resources Code of the State of Texas, 1983 Datum (2001 adjustment). All distance are actual distances. Scale factor = 0.99990226.

BEGINNING at a 1-inch iron pipe found for the Northwest corner of this tract of land and the Northwest corner of said 43.1414 acre tract, the Southerly Northwest corner of a called 257.144 acre tract as conveyed and recorded in Waller County Clerk's File Number (W.C.C.F. No.) 1606513, also being the common east corner of a called 1.6070 acre tract as conveyed to John & Marsha West and recorded in Volume 629, Page 40 D.R.W.C.TX. and a called 1.6070 acre tract as conveyed to Johnny F. Nimmons and recorded in Volume 913, Page 634 D.R.W.C.TX.

1) **THENCE** N 88°03'02" E along the North line of this tract of land and the Southeasterly line of said 257.144 acre tract a distance of 605.58 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for the Northeast corner of this tract of land and said 43.1414 acre tract, an angle point of said 257.144 acre tract.

EHRA

TBPE No. F-726
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2) **THENCE** S 01°56'58" E with the East line of this tract of land and the Southeasterly line of said 257.144 acre a distance of 3,893.54 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for the Southeast corner of this tract of land and the Southwest corner of said 257.144 acre tract, also being in the North right-of-way line of Gassner Lane (60 feet wide).

3) **THENCE** S 87°49'02" W (called S 87°45'27" W) with the most Southerly line of this tract of land and the North right-of-way line of said Gassner Lane a distance of 53.48 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for the Southwest corner of this tract of land from which a 5/8-inch iron rod found for the Southeast corner of a called 1.00 acre tract as conveyed to Edwin Lake and recorded in Volume 1261, Page 394 D.R.W.C.TX. bears S 87°49'02" W, 329.31 feet.

4) **THENCE** N 01°56'58" W with the West line of this tract of land at a distance of 2,324.75 feet pass a 5/8-inch iron rod found for an internal corner of said 43.1414 acre tract and the Southeast corner of a called 10.00 acre tract as conveyed to Sidney Sutton and recorded in Volume 554, Page 702 D.R.W.C.TX., continue a distance of 3,113.75 feet to a 5/8-inch iron rod found for an internal corner of this tract of land and the Northeast corner of said 10.00 acre tract and an internal corner of said 43.1414 acre tract.

5) **THENCE** S 88°03'02" W with the South line of this tract of land, the most Northerly South line of said 43.1414 acre tract and the North line of said 10.00 acre tract a distance of 552.10 feet to a 5/8-inch iron rod found for the Northwest corner of said 10.00 acre tract and a point in the East line of a called 1.6070 acre tract as conveyed to Norman Waters & Susan Waters as recorded in Volume 1395, Page 735 D.R.W.C.TX.

EHRA

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6) **THENCE** N 01°56'58" W with the West line of this tract of land at a distance of 180.04 feet pass a 5/8-inch iron rod found for the common East corner of said 1.6070 acre tract and the Southeast corner of a called 0.8035 acre tract as conveyed to Mike Skillman and recorded in W.C.C.F. No. 1604816, at a distance of 479.58 feet pass a 3/8-inch iron rod found for the common East corner of a called 0.8035 acre tract as conveyed to 4619 Sport Flyers Lane LLC as recorded in Volume 1403, Page 640 D.R.W.C.TX. and a called 0.8035 acre tract as conveyed to Ted Callahan, Jr. and recorded in Volume 1303, Page 798 D.R.W.C.TX., at a distance of 579.99 feet pass a 1/2-inch iron pipe found for the common East corner of said 0.8035 acre tract and the aforementioned 1.6070 acre tract, continue a total distance of 780.01 feet to the **PLACE OF BEGINNING**; containing within said boundaries a calculated area of 14.67 acres (638,855 sq. ft.) of land.

EDMINSTER, HINSHAW, RUSS & ASSOCIATES, INC. d/b/a/ EHRA

A. Munroe Kelsay
Texas Registration No. 5580
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500

Date: *02/02/2022*
Job No: *211-127-00*
File No: R:\2021\211-127-00\Docs\Description\Boundary\211-127-00 LTS(14 ac).docx

EHRA

TBPE No. F-726
TBPLS No. 10092300

29.48 ACRES

FIELD NOTES of a 29.48 acre tract of land situated in the J.G. Bennett Survey, Abstract No. 288 out of the H.&T.C. R.R. CO. Survey Section 50, Waller County, Texas; said 29.48 acre tract of land being out of and a part of the residue of a called 43.1414 acre tract of land as conveyed to Edwin Lake and recorded in Volume 1117, Page 25 of the Deed Records of Waller County, Texas (D.R.W.C.TX.) and all of a called 1.00 acre tract as conveyed to Edwin Lake and recorded in Volume 1261, Page 394 D.R.W.C.TX.; said 29.48 acre tract of land being more particularly described by metes and bounds as follows:

NOTE: All bearings are Lambert grid bearings and all coordinates refer to the Texas State Plane Coordinate System, South Central Zone (#4204), as defined by article 21.071 of the Natural Resources Code of the State of Texas, 1983 Datum (2001 adjustment). All distance are actual distances. Scale factor = 0.99990226.

BEGINNING at a 1/2-inch iron pipe found for the Northwest corner of this tract of land, the Southwest corner of a called 10.00 acre tract as conveyed to Sidney Sutton and recorded in Volume 554, page 702 D.R.W.C.TX., also being in the East line of a called 1.1892 acre tract as conveyed to Gary lynn Parr and recorded in Volume 752, Page 877 D.R.W.C.TX.

1) **THENCE** N 88°03'02" E along the North line of this tract of land and the South line of said 10.004 acre tract a distance of 552.10 feet to a 5/8-inch capped iron rod found for the Northeast corner of this tract of land, the Southeast corner of said 10.00 acre tract and being in the Westerly line of a called 198.08 acre tract as conveyed to Enclave Gassner Tract LLC and recorded in Waller County Clerk's File Number (W.C.C.F. No.) 2205353.

2) **THENCE** S 01°56'58" E with the East line of this tract of land and the Westerly line of said 198.08 acre a distance of 2,324.75 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found for the Southeast corner of this tract of land and the Southwest corner of said 198.08 acre tract, also being in the North right-of-way line of Gassner Lane (60 feet wide).

EHRA

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3) **THENCE** S 87°49'02" W with the South line of this tract of land and the North right-of-way line of said Gassner Lane; at a distance of 328.98 feet pass a 5/8-inch iron rod found for the Southeast corner of said 1.00 acre tract; at a distance of 522.10 feet pass a found 5/8-inch iron rod; continue a total distance of 552.10 feet to a 1/2-inch iron pipe found for the Southwest corner of this tract of land and the Southeast corner of a called 1.607 acre tract of land as conveyed to Christopher C. Kowalis and Janice A. Kowalis and recorded in Volume 1310, Page 685 D.R.W.C.TX.

4) **THENCE** N 01°56'58" W with the West line of this tract of land and the West line of said Residue of a 43.1414 acre tract a distance of 2,327.00 feet to the **PLACE OF BEGINNING**; containing within said boundaries a calculated area of 29.48 acres (1,284,116 sq. ft.) of land.

EDMINSTER, HINSHAW, RUSS & ASSOCIATES, INC. d/b/a/ EHRA

A. Munroe Kelsay
Texas Registration No. 5580
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500

Date: *02/04/2025*
Job No: *211-127-00-500*
File No: R:\2021\211-127-00-500\Docs\Description\211-127-00-500 LTS(29.48 ac)_DESC.docx

Exhibit B

Plan of Development

ENGINEERING THE FUTURE
SINCE 1936

TBPE No. F-726
TBPLS No. 10092300

EXHIBIT B
PLAN OF DEVELOPMENT
LA SEGARRA

A. Introduction

This following document represents the first amendment to the La Segarra Plan of Development, as approved by Waller County (County) on October 26, 2022. The purpose of the revised plan is to incorporate the addition of roughly 30 acres along the southwest boundary of the original boundary of the project.

La Segarra (Project) is a master planned community consisting of approximately 242.2 acres located north of Gassner Lane, south of the future extension of Stockdick Road, and east of Sport Flyers Lane, located fully in Waller County. It is approximately three miles north of the City of Brookshire.

The developer desires to construct a community surrounded by recreational amenities and open space, with a wide range of housing types and prices.

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 to the Project is not contained in this PD, all the regulations contained in the County's ordinance in effect on the effective date of this agreement will apply to the Project 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 Cross-Section, Local Residential Street
   Figure 5 - Street Cross-Section, Collector Street
   Figure 6 - Fence Exhibit
   Figure 7 - FM 362 & Gassner Road Intersection Improvements
   Figure 8 - Street Sign Example

4. A homeowners' association has been 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 restrictions regarding on-street parking on residential streets. Said restrictions regarding on-street parking cannot be omitted, amended, or changed without the review and favorable vote of the Waller County Commissioner's Court.

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 shall fund Gassner Road improvements from the Project entrance to the FM 362 intersection. As a part of these improvements, a left turn lane shall be provided at the intersection of FM 362 and Gassner Road, as shown in Figure 7.

8. The developer has previously provided $125,000.00 to Waller County for one-third (1/3) of the estimated cost of the signal to be located at the intersection of Gassner Road and FM 362.

9. A traffic impact analysis has been prepared by the developer which instructs where Gassner Road will be improved to concrete and where the concrete will transition back to asphalt.

10. The developer shall maintain a maintenance bond in accordance with Waller County Subdivision Rules and Regulations.

11. Waller County Municipal Utility District No. 45 has been created upon the property associated with the Project described in Exhibit 'A' to the Agreement.

12. The developer desires to have custom street name signs within the Project. Because of this, the Homeowners' Association shall be responsible for the maintenance and upkeep of said signs in perpetuity. The signs shall substantially conform to the example shown in Figure 8. Any of the symbols shown in Figure 8 may be used on the street sign. The County has the right to compel the Homeowners' Association to replace any street sign should the County find that a sign is no longer legible or has been damaged in a way that prevents safe wayfinding.

C. Land Uses

1. The maximum number of single-family lots shall not exceed 875 lots (unless additional tracts of land are acquired and added to this PD).

2. In accordance with the proposed PD, a portion of the land will be allocated for neighborhood park purposes, to equal one acre for each 54 proposed dwelling units. A minimum of 14.80 acres shall be dedicated for these purposes (799 lots/54 = 14.80 acres). If additional lots are platted, the commensurate amount of park land shall be dedicated. A park land dedication table shall be provided with each plat to ensure compliance with this requirement. The requirements for the park land are described in Section E. Each plat does not need to stand on its own with regard to park land dedication as park land dedication shall be considered on a project total basis.

3. Multi-family development shall be prohibited within the Project.

4. Build-to-Rent (BTR) type development (single-family lots not intended for sale to individual buyers) is 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 875 lots (unless additional tracts of land are acquired and added to this PD).

2. Development wide, a minimum of 52% of the lots shall be at least 50 feet wide, a minimum of 3% of the lots shall be 45 feet wide, and a maximum of 45% of the lots shall be 40 feet wide.

3. Of the 30 acres added to the PD via Amendment No. 1, a minimum of 42% of the lots shall be 50 feet wide or greater. Of the remaining 58% of lots, a minimum of 50% shall be 45' wide or greater.

4. Minimum lot size: Forty (40') feet minimum width as approved by variance by Commissioner's Court on March 23, 2022, and described in Exhibit C.

5. Maximum lot coverage: Sixty-five (65%) percent calculated as the ground covered by building structures, principal, or accessory, of the gross lot surface area.

6. Minimum front yard building setback: 25-feet; measured from the front property/right-of-way line and 25' shall be required for garages.

7. Minimum side yard building setbacks: 5-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.

8. Minimum rear yard building setback: 10-feet, except when the rear utility easement width is greater than ten (10) feet, the greater width is the minimum rear yard building setback. When a lot or a reserve is either directly adjacent to a major or minor arterial right-of-way or directly adjacent to a reserve less than fifteen (15) feet wide that is adjacent to a major thoroughfare, the minimum rear yard building setback is twenty–five (25) feet measured from the street right-of-way line and a minimum of ten (10) feet from the rear property line. When a residential lot backs to a designated major thoroughfare and a detached one-story garage is constructed on the residential lot, the rear yard between the detached one-story garage and the rear property line may be reduced to a minimum of three (3) feet if a minimum of twenty–five (25) feet is maintained between the rear of the one-story detached garage and the right-of-way line of the major thoroughfare.

9. The minimum right-of-way width for local streets within the PD shall be 50-feet as approved by variance by Commissioner's Court on March 23, 2022, and described in Exhibit C. 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 July 27, 2022, and described in Exhibit C.

10. Curves along local streets 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 March 23, 2022, and are further described in Exhibit C. Curves along collector streets shall have a minimum centerline radius of 650-feet with reverse curves separated by a tangent distance of not less than 200-feet, as approved by variance by Commissioner's Court on September 14, 2022, and described in Exhibit C.

11. Cul-de-sac bulbs shall have a 50-feet right-of-way radius and a 42-feet paving radius as approved by variance by Commissioner's Court on March 23, 2022, and described in Exhibit C.

12. Shade Trees:

    (a) All lots shall have a minimum of one (1) tree, planted in the front yard setback. The trees must be a minimum of two and one-half (2-1/2) inches in caliper width and a minimum height of eight (8) feet as measured at the tree trunk from the ground as planted.

    (b) In addition, 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.

13. 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.

14. Screening: Where residential lots are platted adjacent to major roadways a minimum eight-feet (8') tall wooden fence shall be built along the back or side lot line adjacent to major thoroughfares and internal collector streets as shown on Figure 6 - 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. A minimum of 7.4 acres, fifty percent (50%) of the 14.8 acres required for neighborhood park land, shall be provided by private neighborhood park land consisting of the following:

   (a) Small "pocket parks", recreation reserves of a minimum one-quarter (1/4) acre, strategically located near the entries of various neighborhood pods. As shown on Figure 3, the contributing park/recreation/open space areas will be dispersed throughout the community so that nearly every home is located within one-quarter (1/4) mile from the nearest neighborhood park.

   (b) A centrally located recreation reserve of a minimum area of 1.8 acres including recreation, playground, picnic areas and/or other active recreational uses.

   (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 park land. Trails planned around dry detention ponds will not contribute to meeting the park land dedication criteria.

2. The remainder of the 14.8 acres required for neighborhood park land may be provided by the following:

   (a) Unencumbered landscape buffer, open space, and trails.

   (b) Land which is encumbered by detention areas, lake and drainage channel borders, or other similar characteristics shall qualify at a fifty percent (50%) credit for public park but only if it complies with criteria listed below.

   - Shall have a minimum frontage of 60-feet on a public street. Portions of open space that do not have any additional man-made improvements provided by the developer, such as concrete cart path, hiking/running trail, benches, or shelters that facilitate an active human recreational role will not be considered contributing to the minimum public park area requirement.

   - Areas along lake and drainage channel borders shall have an average minimum width of thirty-feet (30') and a minimum width of twenty-feet (20'); and

   - Side slopes for area used in credit not to exceed a five to one (5:1) ratio.

   (c) A minimum of two pedestrian access reserves from the adjacent streets with a minimum combined width of 60-feet, per lake, shall be provided to each permanent lake. The minimum width of a pedestrian access reserve is 20-feet.

3. Minimum 4-foot-wide sidewalks shall be provided along both sides of local residential streets. All sidewalks shall be constructed in accordance with the County details and shall meet the State of Texas ADA standards and shall be maintained by the HOA or MUD.

4. Minimum 4-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 (1) side of the right-of-way in lieu of two (2) 4-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. 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.

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.

   (a) Figure 4 - Street cross-section, Local Residential Street

   (b) Figure 5 - 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.

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 is limited to canopies, roof systems, and miscellaneous trim work and such use shall meet the durability standards of the development code.

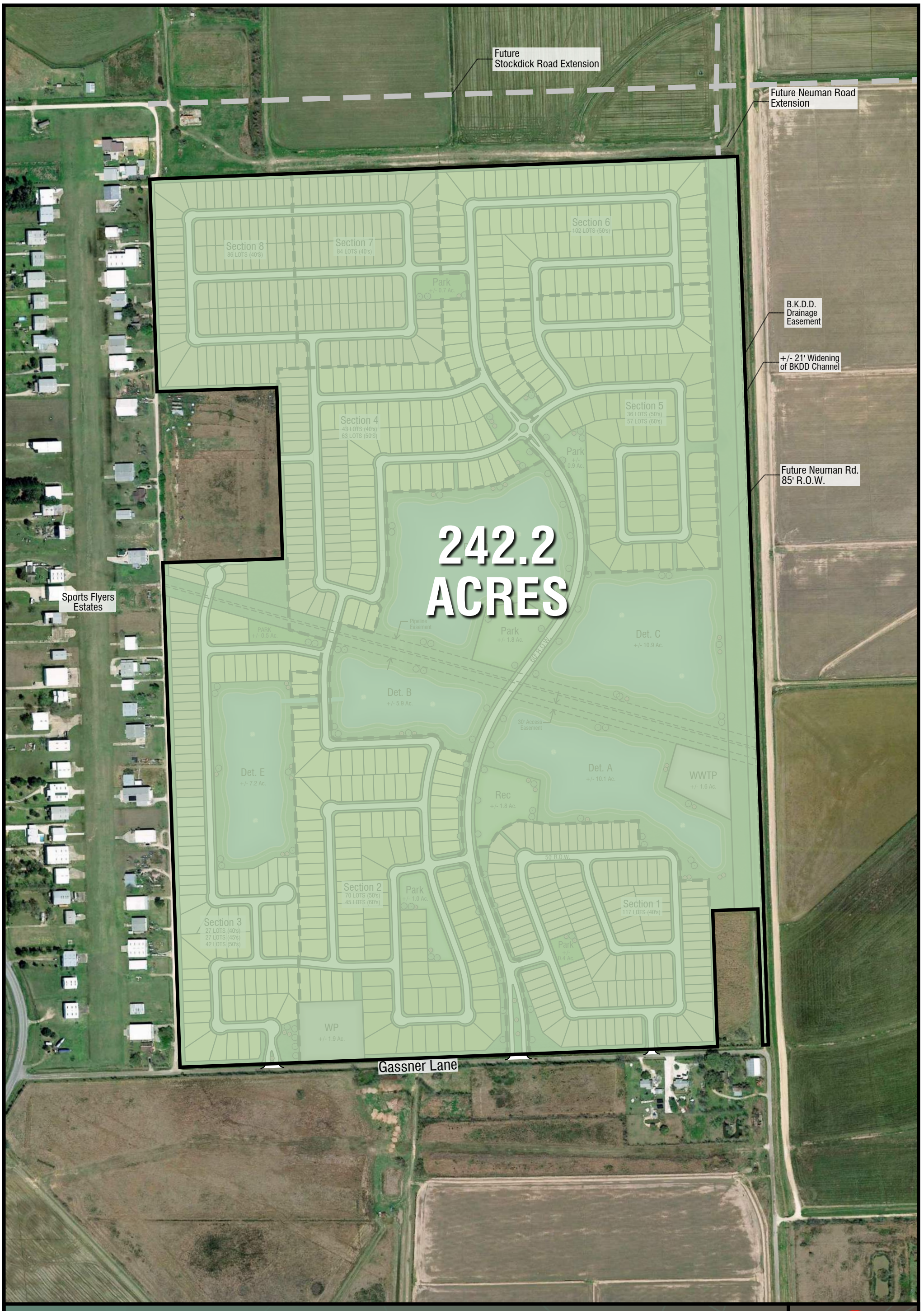
4. The following building materials shall not be used on the exterior finish:

   (a) Vinyl siding, wood fiber hardboard siding, oriented strand board siding, plastic, or fiberglass panels

   (b) Smooth or untextured concrete surfaces

   (c) Exterior Insulated Finish Systems (E.I.F.S.)

   (d) Unfired or underfired clay, sand, or shale brick



La Segarra: Figure 1 - Boundary Exhibit

A ±242.4 Acre Community located in Waller County, Texas

March, 2026

0 100 200 400
SCALE: 1"=400'

NORTH

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.

EHRA JOB NO. 211-127-00

P:\211-127-00\LandPlan\Development Agreement\La Segarra DA Amendment\Exhibit B\Figure 1 - Boundary Exhibit_Amendment 20260310.dwg Mar 10, 2026-4:24pm Edited by: GMALVEAUX

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TBPE No. F-726
TBPLS No. 10092300

Future
Stockdick Road Extension

Future Neuman Road
Extension

Section 8
86 LOTS (40'S)

Section 7
84 LOTS (40's)

Park
+/- 0.7 Ac.

Section 6
102 LOTS (50's)

B.K.D.D.
Drainage
Easement

+/- 21' Widening
of BKDD Channel

Section 4
43 LOTS (40's)
63 LOTS (50'S)

Section 5
36 LOTS (50's)
57 LOTS (60's)

Park
+/-
0.9 Ac.

Future Neuman Rd.
85' R.O.W.

Det. D
+/- 13.1 Ac.

Sports Flyers
Estates

PARK
+/- 0.5 Ac.

Pipeline
Easement

Park
+/- 1.8 Ac.

60' R.O.W.

Det. C
+/- 10.9 Ac.

Det. B
+/- 5.9 Ac.

30' Access
Easement

Det. E
+/- 7.2 Ac.

Det. A
+/- 10.1 Ac.

WWTP
+/- 1.6 Ac.

Rec
+/- 1.8 Ac.

50' R.O.W.

Section 2
70 LOTS (50's)
45 LOTS (60's)

Park
+/- 1.0 Ac.

Section 1
117 LOTS (40's)

Section 3
27 LOTS (40's)
27 LOTS (45's)
42 LOTS (50's)

Park
+/-
0.4 Ac.

WP
+/- 1.9 Ac.

Gassner Lane

LAND USE AREAS & LOT TOTALS

40' x 120' Typical: 357 Lots (45%)		
45' x 120' Typical: 27 Lots (3%)		
50' x 120' Typical: 313 Lots (39%)		
60' x 120' Typical: 102 Lots (13%)		
Detention		± 47.2 Ac.
Rec Center		± 1.8 Ac.
Thoroughfare/Collector R.O.W.		± 9.6 Ac.
WWTP & WP		± 3.5 Ac.
Parks		± 7.9 Ac.
Pipeline & Drainage Easements		± 13.0 Ac.
Open Space		± 7.6 Ac.
Total	799 Lots	± 242.2 Ac.

La Segarra: Figure 2 - Conceptual Plan

A ±242.2 Acre Community located in Waller County, Texas

March, 2026

0 100 200 400
SCALE: 1"=400'

NORTH

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.

EHRA JOB NO. 211-127-00

P:\211-127-00\LandPlan\Development Agreement\La Segarra DA Amendment\Exhibit B\Figure 2 - Conceptual Plan Amendment 20260310.dwg Mar 10, 2026-4:25pm Edited by: GMALVEAUX

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TBPLS No. 10092300

La Segarra: Figure 3 - Landscape and Open Space Exhibit

A ±242.2 Acre Community located in Waller County, Texas

March, 2026

0 100 200 400
SCALE: 1"=400'

NORTH

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.

EHRA JOB NO. 211-127-00

P:\211-127-00\LandPlan\Development Agreement\La Segarra DA Amendment\Exhibit B\Figure 3 - Landscape and Open Space Amendment Exhibit 20260310.dwg Mar 10, 2026-4:26pm Edited by: GMALVEAUX

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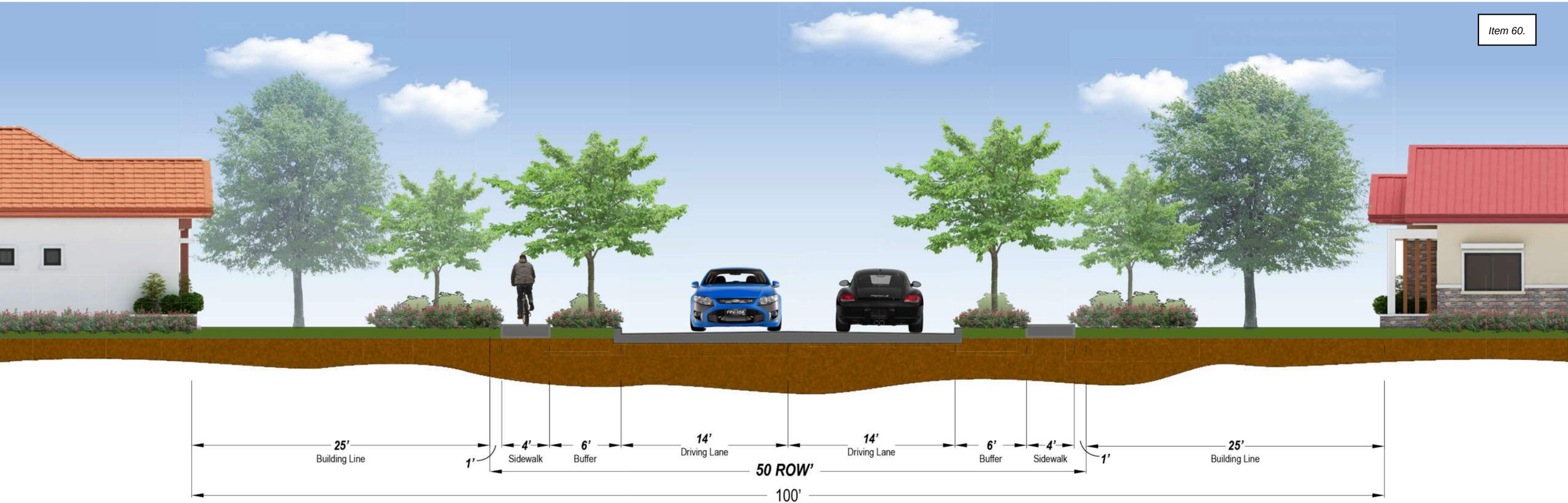
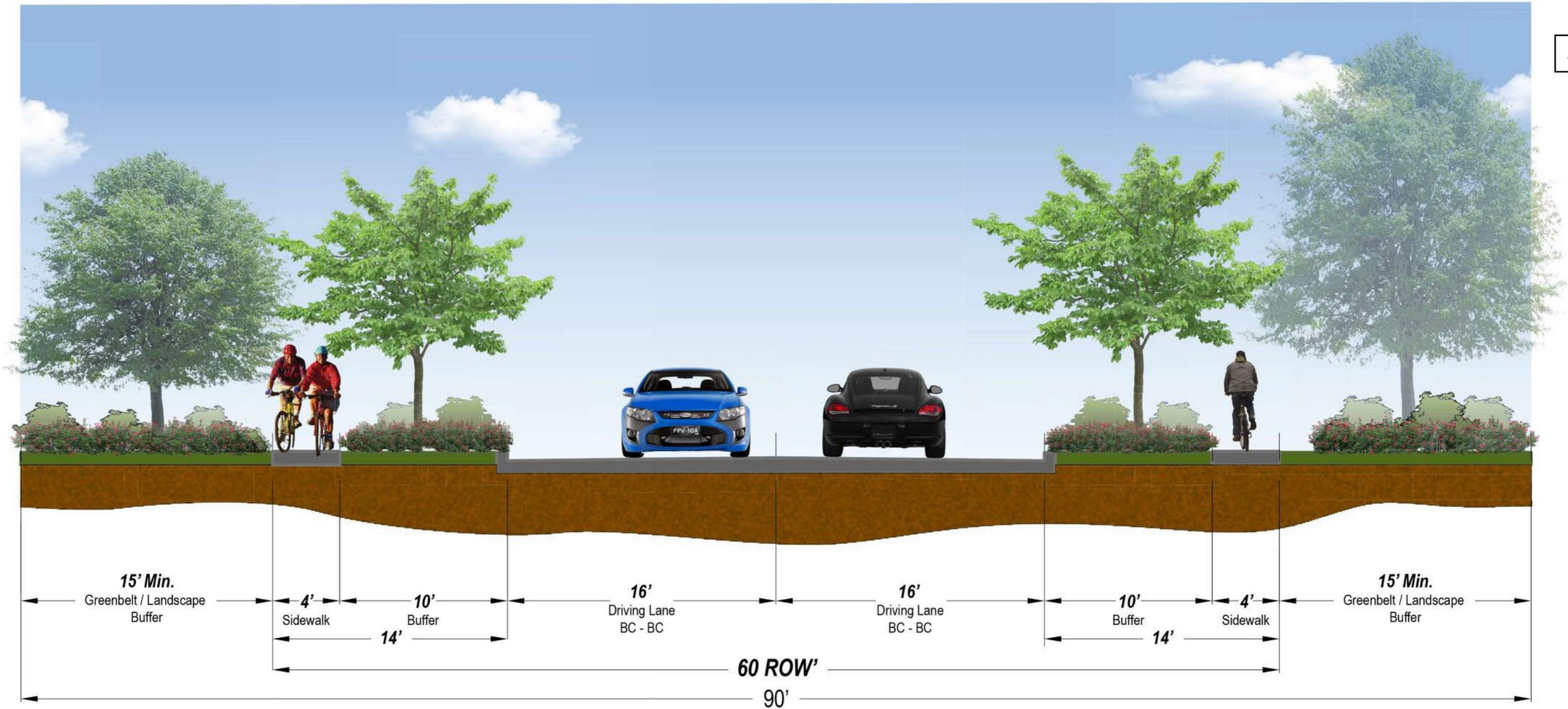
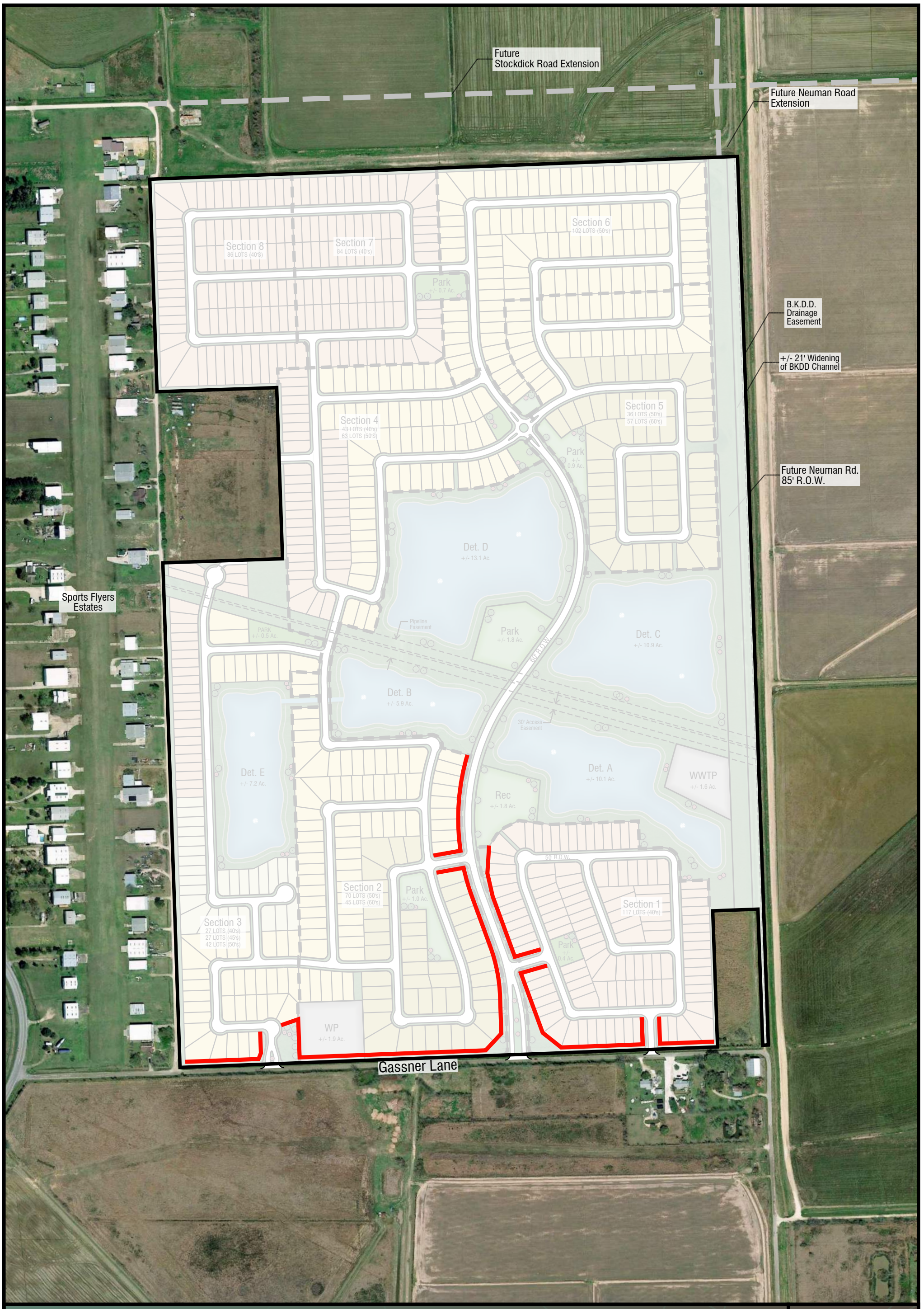


La Segarra: Figure 4 - Cross Street Section | Residential Street



La Segarra: Figure 5 - Cross Street Section | Collector Street



La Segarra: Figure 6 - Fence Exhibit

March, 2026

A ±242.2 Acre Community located in Waller County, Texas

0 100 200 400
SCALE: 1"=400'

NORTH

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.

EHRA JOB NO. 211-127-00

P:\211-127-00\LandPlan\Development Agreement\La Segarra DA Amendment\Exhibit B\Figure 6 - Fence Amendment Exhibit 20260310.dwg Mar 10, 2026-4:28pm Edited by: GMALVEAUX

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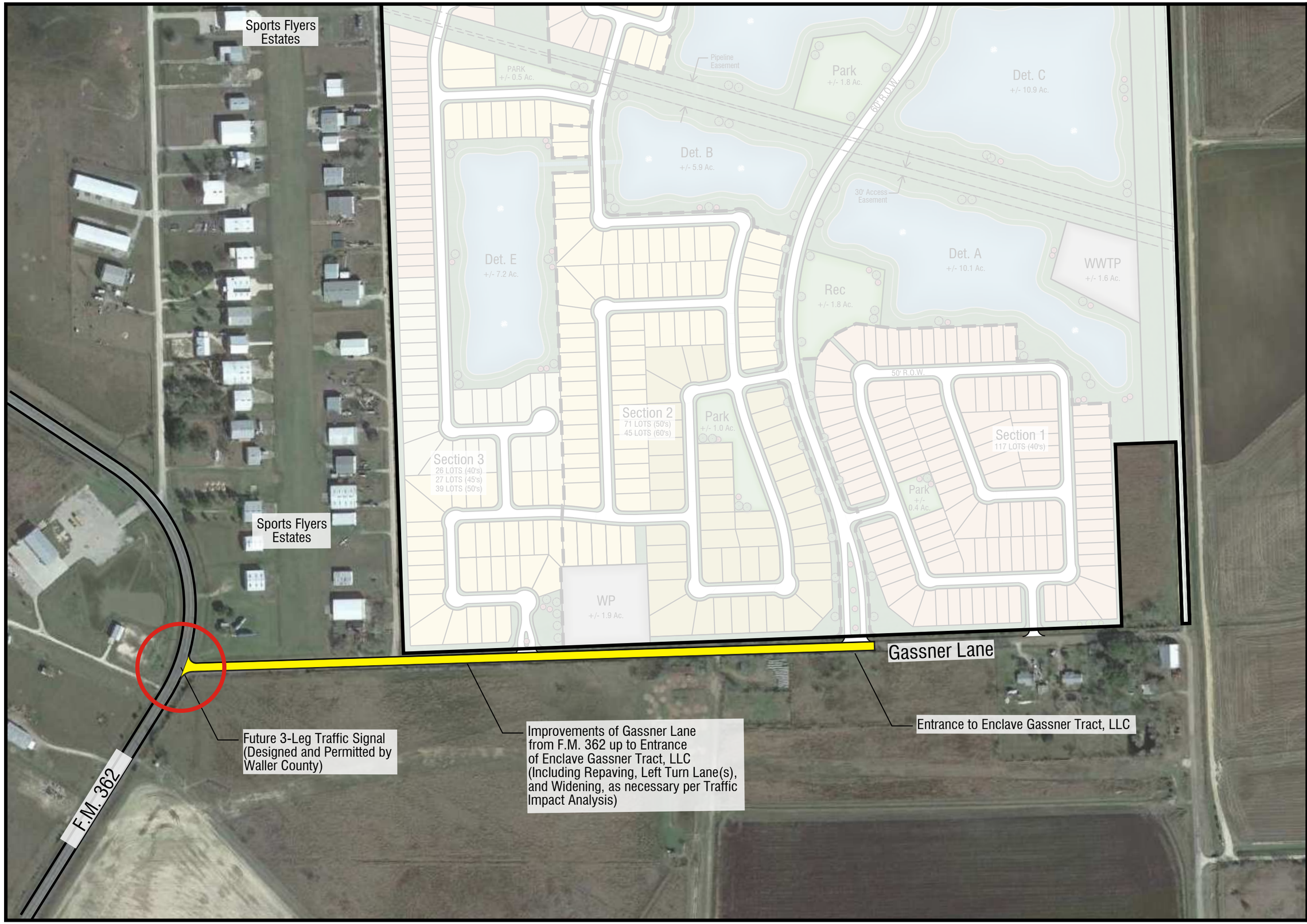

La Segarra: Figure 7 - F.M. 362 & Gassner Lane Intersection Improvements

Waller County, Texas

March, 2026

SCALE: 1"=300'

0 75 150 300

NORTH

No warranty or representation of intended use, design or specification is expressed or implied hereon. All Plans for land or facilities are subject to change without notice.

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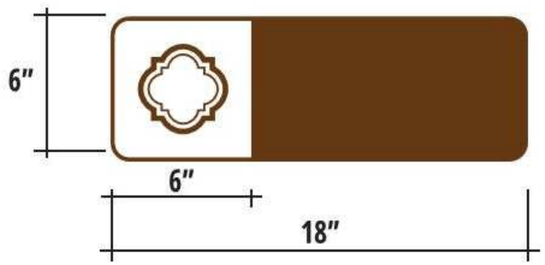
TBPE No. F-726
TBPLS No. 100923

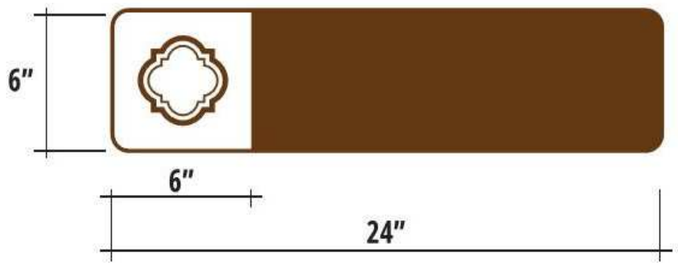
EHRA JOB NO. 211-127-00

P:\211-127-00\LandPlan\Development Agreement\La Segarra DA Amendment\Exhibit B\Figure 7 - FM 362 & Gassner Road Intersection Improvements 20260310.dwg Mar 10, 2026-4:49pm Edited by GMALVEAUX

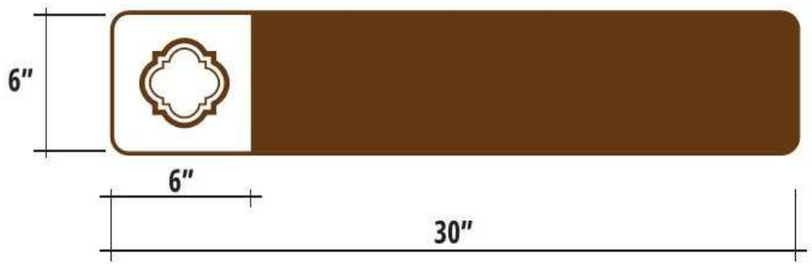
Streets = 6" x 18"

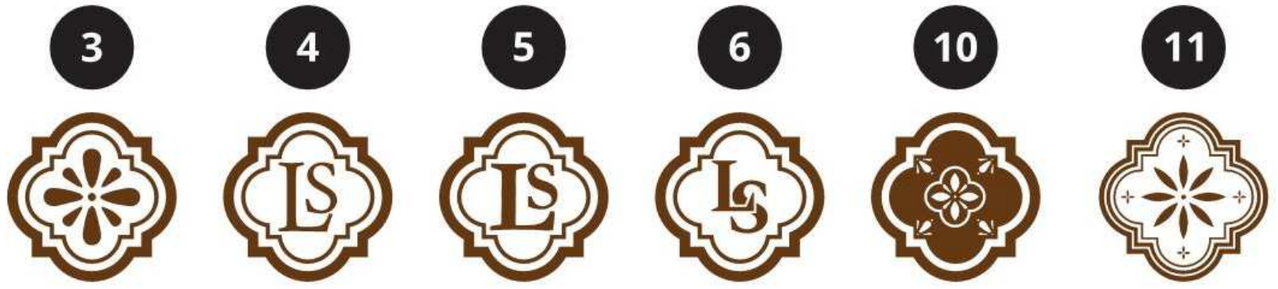


Throughfares = 6" x 24"



Throughfares = 6" x 30"





La Segarra: Figure 8 - Street Sign Example

Waller County, Texas

March, 2026

NOT TO SCALE

No warranty or representation of intended use, design or accuracy is expressed or implied herein. All Plans for land or facilities are subject to change without notice.

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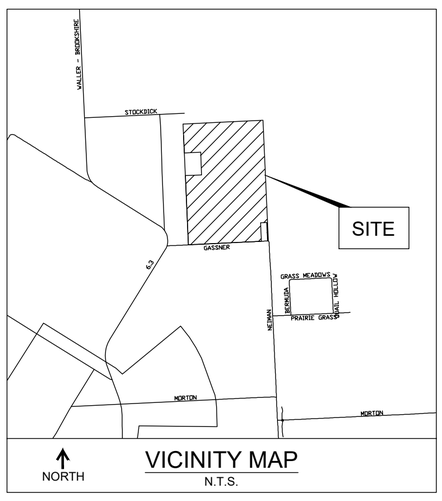
HOUSTON, TEXAS 77
713.784.4500
EHRAWORLD.COM
TBPE No. F-726
TBPLS No. 100923

EHRA JOB NO. 211-127-00

P:\211-127-00\LandPlan\Development Agreement\La Segarra DA Amendment\Exhibit B\Figure 8 - Street Sign Example 20260309.dwg Mar 09, 2026-11:56am Edited by: GMALVEAUX

Exhibit C

General Land Plan



ACACIA NATURAL GAS CORP

ASTRO SUNTERRA WEST LP

KEVIN TODD HALL

LYNNE ELLEN & LOUIS BALL

VIRGILIO D & ASHLEY K LOPEZ

JOSEPH E RAILEY

JOHNNY F NIMMONS

TED CALLAHAN JR.

SPORTS FLYERS

MARY A CAIN

MIKE SKILLMAN

NORMAN & SUSAN WATERS

BETTE P CHASE SUTTON

SIDNEY O SUTTON

ORVILLE R LEE & TERUMI M LEE IRREVOCABLE TRUST

MARISSA COLCLASURE

LYNN A & EDWARD R CADENA JR.

LYNN A & EDWARD R CADENA JR.

GARY LYNN PARR

OSCAR STOUT

JOHN T WHITES JR.

GORDON ROBERT G & DANIEL TAYLOR

JEANIE M & MICHAEL K WEISS

TOD S & KAREN M TAYLOR

CAROL MCDONALD HEATH

JOHN BRADLEY

JAMES J GALPIN

CHARLES R MUCHOW

RICHARD A TURNER

STEVEN MORRIS

KENNETH D SAUTER

KENNETH D SAUTER

LEONARD MILHOLLAND

JOHN R CAUGHMAN

EDWIN A LAKE

DAVID H SWASEY

DAVID H SWASEY

YELLOW PINE PROPERTIES LLC

CHRISTOPHER C KOWALIS

BGM LAND INVESTMENTS LTD.

LSEK WALLER LP

LSEK WALLER LP

MILGER DE VERONA DOMINGUEZ

JOYNI GARCIA PEREZ

DIANE GALICIA

DIANE GALICIA

TOD S & KAREN M TAYLOR

SIDNEY O SUTTON

L1 N 87°29'25" E 47.68'

N 87°47'35" E 1,112.56'

N 87°46'09" E 1,540.22'

N 01°56'58" W 980.00'

S 88°01'16" W 552.10'

N 1°56'58" W 789.00'

N 88°00'48" E 552.10'

N 01°56'58" W 2345.02'

S 02°12'58" E 4,098.00'

N 02°02'05" W 627.34'

S 02°02'06" E 627.55'

L2 S 87°49'02" W 30.52'

L3 S 87°52'37" W 203.70'

S 87°49'02" W 2,480.31'

50' R.O.W.

SECTION 8

SECTION 7

SECTION 6

SECTION 5

SECTION 4

SECTION 3

SECTION 2

SECTION 1

PARK

PHASE 2

PHASE 1

DETENTION

WP

LA SEGARRA WATER PLANT FILE NO. 2409073 O.P.R.R.P.W.C.

LA SEGARRA SECTION 2 FILE NO. 2511014 O.P.R.R.P.W.C.

LA SEGARRA SECTION 1 FILE NO. 2409075 O.P.R.R.P.W.C.

LA SEGARRA BOULEVARD (R.O.W. VARIES) FILE NO. 2409073 O.P.R.R.P.W.C.

NEUMAN ROAD (85' R.O.W.)

NEUMAN ROAD (60' R.O.W.)

GASSNER LANE (60' R.O.W.)

60' R.O.W.

REC CENTER

WWTP

15' DRAINAGE EASEMENT & R.O.W. BROOKSHIRE-KATY DRAINAGE DISTRICT VOL. 180, PG. 633 D.R.W.C.TX.

30' DRAINAGE EASEMENT BROOKSHIRE-KATY DRAINAGE DISTRICT VOL. 527, PG. 477 D.R.W.C.TX.

50' PIPELINE EASEMENT & R.O.W. UNITED TEXAS TRANSMISSION COMPANY VOL. 304, PG. 972 D.R.W.C.TX.

50' PIPELINE EASEMENT & R.O.W. INTRATEX GAS COMPANY VOL. 219, PG. 419 D.R.W.C.TX.

LINE TABLE

LINE	ANGLE	DISTANCE
L1	N 87°29'25" E	47.68'
L2	S 87°49'02" W	30.52'
L3	S 87°52'37" W	203.70'

Phase 1 Lots: 328
Phase 2 Lots: 471
Total Lots: 799

La Segarra General Plan A Subdivision of 242.2 acres out of the H. & T.C.

R.R. Co. Survey, A-288, Section 50, Waller County, Texas.

Owner: Enclave Gassner Tract, LLC
24 Greenway Plaza, Suite 970, Houston, TX 77049

March, 2026

0' 100' 200' 400'
SCALE: 1"=200'
NORTH

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

EHRA JOB NO. 211-127-00

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.

P:\211-127-00\LandPlan\Development Agreement\La Segarra DA Amendment\Exhibit C\La Segarra General Plan Amendment 20260310.dwg Mar 10, 2026-4:29pm Edited by: GMALVEAUX

Exhibit D

Approved Variances

Exhibit D

Approved Variances

The following variances were approved by the Waller County Commissioners Court for Bold Fox Development LLC for the La Segarra subdivision. If there are any discrepancies between Exhibit B (Plan of Development) or Exhibit C (General Land Plan) and this Exhibit D, this Exhibit D controls.

1. On March 23, 2022, the Waller County Commissioners Court approved the following variance:

   Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.3.5, requiring a minimum centerline radius of 650 feet for local streets

   Approved Variance: Minimum centerline radius of 300 feet for local streets

2. On March 23, 2022, the Waller County Commissioners Court approved the following variance:

   Variance from: Waller County Subdivision and Development Regulations, Section 3.4.7, requiring lots to have a minimum of 50 feet in width at the right-of-way line and cul-de-sac lots to have a minimum of 50 feet in width at the building line

   Approved Variance: 40 foot minimum lot width

3. On March 23, 2022, the Waller County Commissioners Court approved the following variance:

   Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.3.1, requiring a minimum right-of-way of 60 feet for curb and gutter construction on local streets

   Approved Variance: 50 foot minimum right-of-way for curb and gutter construction on local streets

4. On March 23, 2022, the Waller County Commissioners Court approved the following variance:

   Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.3.4, requiring cul-de-sacs to have a minimum right-of-way of 70 feet (radius) with a rural paving section of 50 feet radius paved travel-way or a 50 foot radius to the back of the curb

   Approved Variance: 42 foot and 50 foot minimums, respectively

5. On July 27, 2022, the Waller County Commissioners Court approved the following variance:

   Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.2.2, requiring a minimum right-of-way of 80 feet for curb and gutter construction on collector streets

   Approved Variance: Minimum right-of-way of 60 feet for curb and gutter construction with 15 feet of landscaping on each side of the right-of-way for collector streets

6. On September 14, 2022, the Waller County Commissioners Court approved the following variance:

   Variance from: Waller County Subdivision and Development Regulations, Appendix A, Engineering Design Standards, Section 4.2.5, requiring a minimum centerline radius of 1200 feet for collector streets

   Approved Variance: Minimum centerline radius of 650 feet for collector streets

Exhibit E

Memorandum of Agreement

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement of that certain First Amendment to Subdivision Development Agreement Between Waller County, Texas and Enclave Gassner Tract, LLC for La Segarra Subdivision (the "Agreement"). The Agreement, dated effective as of _____, is identified as Contract ID # _____ in the Official Public Records of Waller County, Texas. Notice is hereby given that title to 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 and questions regarding the Agreement may be directed to:

Enclave Gassner Tract, LLC
c/o Schwartz, Page & Harding, LLP
1300 Post Oak Blvd., Suite 2400
Houston, Texas 77056
Attention: Matthew Reed
Phone: 713-623-4531
Email: mreed@sphllp.com

WALLER COUNTY

_____

STATE OF TEXAS §
§
COUNTY OF WALLER §

This instrument was acknowledged before me on this the _____ day of _____, 2026, by _____, Waller County Judge, on behalf of Waller County, Texas, a political subdivision of the State of Texas.

_____
Notary Public in and for
the State of T E X A S

(SEAL)

ENCLAVE GASSNER TRACT, LLC
A Delaware limited liability company

By: Gassner 362, LLC
A Texas limited liability company
Its Manager Member

By: Gassner 362 Manager, LLC
A Texas limited liability company
Its Manager

By: Bold Fox Development LLC
A Texas limited liability company
Its Manager

By:_____
Alex Kamkar
Managing Member

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledge before me on the _____ day of _____, 2026 by Alex Kamkar, Managing Member of Bold Fox Development LLC, a Texas limited liability company, being the Manager of Gassner 362 Manager, LLC, a Texas limited liability company, being the Manager of Gassner 362, LLC, a Texas limited liability company, being the Manager Member of Enclave Gassner Tract, LLC, a Delaware limited liability company, on behalf of said entities.

_____
Notary Public in and for the
State of T E X A S

(SEAL)

Exhibit A to Memorandum of Agreement

Property Description

EHRA

TBPE No. F-726
TBPLS No. 10092300

198.05 ACRES

FIELD NOTES of a 198.05 acre tract of land situated in the J.G. Bennett Survey, Abstract No. 288 out of the H.&T.C. R.R. CO. Survey Section 50, Waller County, Texas; said 198.05 acre tract of land being out of and a part of a called 257.144 acre tract of land as conveyed to Verosa Philipp, David W. Philipp, Thomas M. Philipp, Mark A. Philipp and Benjamin Lee Philipp and recorded in Waller County Clerk's File No. (W.C.C.F. No.) 1606513; said 198.05 acre tract of land being more particularly described by metes and bounds as follows:

NOTE: All bearings are Lambert grid bearings and all coordinates refer to the Texas State Plane Coordinate System, South Central Zone (#4204), as defined by article 21.071 of the Natural Resources Code of the State of Texas, 1983 Datum (2001 adjustment). All distance are actual distances. Scale factor = 0.99990226.

BEGINNING at a 1-inch iron pipe found for the Southerly Northwest corner of this tract of land and the Northwest corner of a called 43.1414 acre tract as conveyed to Edwin Lake and recorded in Volume 1117, Page 25 of the Deed Records of Waller County, Texas (D.R.W.C.TX.), also being the common east corner of a called 1.6070 acre tract as conveyed to John & Marsha West and recorded in Volume 629, Page 40 D.R.W.C.TX. and a called 1.6070 acre tract as conveyed to Johnny F. Nimmons and recorded in Volume 913, Page 634 D.R.W.C.TX.

1) **THENCE** N 01°56'58" W with the Westerly line of this tract of land and the East line of said 1.6070 acre tract a distance of 200.00 feet to a 1/2-inch iron pipe found the most Northwest corner of this tract of land, the Northeast corner of said called 1.6070 acre tract and being in the South line of a called 0.9116 acre tract as conveyed to Ashley K. Lopez & Virgilio D. Lopez and recorded in Volume 1444, Page 633 D.R.W.C.TX.

2) **THENCE** N 87°29'25" E (called N 87°49'02" W) with the North line of this tract of land a distance of 47.68 feet to a 5/8-inch iron rod found for the Southeast corner of said 0.9116 acre tract and the Southwest corner of a

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called 1,464.203 acre tract as conveyed to Royal Wailea Investment, LP and recorded in Volume 1313, Page 368 D.R.W.C.TX.

3) **THENCE** N 87°47'35" E (called N 87°49'02" W) with the North line of this tract of land and the South line of said 1,464.203 acre tract a distance of 1,112.56 feet to a 1/2-inch iron pipe found for an angle point in the North line of this tract of land.

4) **THENCE** N 87°46'09" E (called N 87°49'02" W) continuing with the North line of this tract of land and the South line of said 1,464.203 acre tract a distance of 1,551.76 feet to a 1/2-inch iron pipe found for the Northeast corner of this tract of land, the Southeast corner of said 1,464.203 acre tract and in the West line of a called 492.7536 acre tract as conveyed to LSEK Waller, LP and recorded in W.C.C.F. No. 1300452.

5) **THENCE** S 01°59'14" E (called S 02°12'58" E, 4,129.30 feet) with the East line of this tract of land and the West line of said 492.7536 acre tract a distance of 4,098.03 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for the Southeast corner of this tract of land, in the West line of a called 71.0164 acre tract as conveyed to LSEK Waller, LP and recorded in W.C.C.F. No. 1300452 and in the North right-of-way line of Gassner Lane (60 feet wide).

6) **THENCE** S 87°49'02" W (called N 87°45'27" E, 30.00 feet) with the South line of this tract of land and the North right-of-way line of said Gassner Lane a distance of 25.69 feet to a 5/8-inch iron rod found for the Southeast corner of a called 3.144 acre tract as conveyed to Brian Lenard Philipp and recorded in Volume 708, Page 9 D.R.W.C.TX.

7) **THENCE** N 02°02'05" W (called N 01°56'58" W, 626.13 feet) with the East line of said 3.144 acre tract a distance of 627.34 feet to a 5/8-inch iron rod found for the Northeast corner of said 3.144 acre tract.

8) **THENCE** S 87°52'37" W (called S 87°49'02" W, 208.71 feet) with the North line of said 3.144 acre tract a distance of 208.69 feet to a 1/2-inch iron pipe found for the Northwest corner of said 3.144 acre tract.

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9) **THENCE** S 02°02'06" E (called S 01°56’58” E, 626.13 feet) a distance of 627.55 feet to a 5/8-inch iron rod found for the Southwest corner of said 3.144 acre tract, in the South line of this tract of land and in the North right-of-way line of said Gassner Lane.

10) **THENCE** S 87°49'02" W (called S 87°45’27” W) with the South line of this tract of land and the North right-of-way line of said Gassner Lane a distance of 1,874.73 feet to a 5/8-inch capped iron rod stamped “E.H.R.A. 713-784-4500” set for the Southwest corner of this tract of land and the Southeast corner of the a forementioned called 43.1414 acre tract.

11) **THENCE** N 01°56'58" W with the West line of this tract of land and the East line of said 43.1414 acre tract a distance of 3,893.54 feet to a 5/8-inch capped iron rod stamped “E.H.R.A. 713-784-4500” set for the Northeast corner of said 43.144 acre tract and an internal corner of this tract of land.

12) **THENCE** S 88°03'02" W with the North line of said 43.1414 acre tract a distance of 605.58 feet to the **PLACE OF BEGINNING**; containing within said boundaries a calculated area of 198.05 acres (8,626,945 sq. ft.) of land.

EDMINSTER, HINSHAW, RUSS & ASSOCIATES, INC. d/b/a/ EHRA

A. Munroe Kelsay
Texas Registration No. 5580
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500

Date: *02/02/2022*
Job No: *211-127.00*
File No: R:\2021\211-127-00\Docs\Description\Boundary\211-127-00 LTS(197 ac).docx

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TBPE No. F-726
TBPLS No. 10092300

14.67 ACRES

FIELD NOTES of a 14.67 acre tract of land situated in the J.G. Bennett Survey, Abstract No. 288 out of the H.&T.C. R.R. CO. Survey Section 50, Waller County, Texas; said 14.67 acre tract of land being out of and a part of a called 43.1414 acre tract of land as conveyed to Edwin Lake and recorded in Volume 1117, Page 25 of the Deed Records of Waller County, Texas (D.R.W.C.TX.); said 14.67 acre tract of land being more particularly described by metes and bounds as follows:

NOTE: All bearings are Lambert grid bearings and all coordinates refer to the Texas State Plane Coordinate System, South Central Zone (#4204), as defined by article 21.071 of the Natural Resources Code of the State of Texas, 1983 Datum (2001 adjustment). All distance are actual distances. Scale factor = 0.99990226.

BEGINNING at a 1-inch iron pipe found for the Northwest corner of this tract of land and the Northwest corner of said 43.1414 acre tract, the Southerly Northwest corner of a called 257.144 acre tract as conveyed and recorded in Waller County Clerk's File Number (W.C.C.F. No.) 1606513, also being the common east corner of a called 1.6070 acre tract as conveyed to John & Marsha West and recorded in Volume 629, Page 40 D.R.W.C.TX. and a called 1.6070 acre tract as conveyed to Johnny F. Nimmons and recorded in Volume 913, Page 634 D.R.W.C.TX.

1) **THENCE** N 88°03'02" E along the North line of this tract of land and the Southeasterly line of said 257.144 acre tract a distance of 605.58 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for the Northeast corner of this tract of land and said 43.1414 acre tract, an angle point of said 257.144 acre tract.

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2) **THENCE** S 01°56'58" E with the East line of this tract of land and the Southeasterly line of said 257.144 acre a distance of 3,893.54 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for the Southeast corner of this tract of land and the Southwest corner of said 257.144 acre tract, also being in the North right-of-way line of Gassner Lane (60 feet wide).

3) **THENCE** S 87°49'02" W (called S 87°45'27" W) with the most Southerly line of this tract of land and the North right-of-way line of said Gassner Lane a distance of 53.48 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" set for the Southwest corner of this tract of land from which a 5/8-inch iron rod found for the Southeast corner of a called 1.00 acre tract as conveyed to Edwin Lake and recorded in Volume 1261, Page 394 D.R.W.C.TX. bears S 87°49'02" W, 329.31 feet.

4) **THENCE** N 01°56'58" W with the West line of this tract of land at a distance of 2,324.75 feet pass a 5/8-inch iron rod found for an internal corner of said 43.1414 acre tract and the Southeast corner of a called 10.00 acre tract as conveyed to Sidney Sutton and recorded in Volume 554, Page 702 D.R.W.C.TX., continue a distance of 3,113.75 feet to a 5/8-inch iron rod found for an internal corner of this tract of land and the Northeast corner of said 10.00 acre tract and an internal corner of said 43.1414 acre tract.

5) **THENCE** S 88°03'02" W with the South line of this tract of land, the most Northerly South line of said 43.1414 acre tract and the North line of said 10.00 acre tract a distance of 552.10 feet to a 5/8-inch iron rod found for the Northwest corner of said 10.00 acre tract and a point in the East line of a called 1.6070 acre tract as conveyed to Norman Waters & Susan Waters as recorded in Volume 1395, Page 735 D.R.W.C.TX.

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6) **THENCE** N 01°56'58" W with the West line of this tract of land at a distance of 180.04 feet pass a 5/8-inch iron rod found for the common East corner of said 1.6070 acre tract and the Southeast corner of a called 0.8035 acre tract as conveyed to Mike Skillman and recorded in W.C.C.F. No. 1604816, at a distance of 479.58 feet pass a 3/8-inch iron rod found for the common East corner of a called 0.8035 acre tract as conveyed to 4619 Sport Flyers Lane LLC as recorded in Volume 1403, Page 640 D.R.W.C.TX. and a called 0.8035 acre tract as conveyed to Ted Callahan, Jr. and recorded in Volume 1303, Page 798 D.R.W.C.TX., at a distance of 579.99 feet pass a 1/2-inch iron pipe found for the common East corner of said 0.8035 acre tract and the aforementioned 1.6070 acre tract, continue a total distance of 780.01 feet to the **PLACE OF BEGINNING**; containing within said boundaries a calculated area of 14.67 acres (638,855 sq. ft.) of land.

EDMINSTER, HINSHAW, RUSS & ASSOCIATES, INC. d/b/a/ EHRA

A. Munroe Kelsay
Texas Registration No. 5580
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500

Date: *02/02/2022*
Job No: *211-127-00*
File No: R:\2021\211-127-00\Docs\Description\Boundary\211-127-00 LTS(14 ac).docx

EHRA

TBPE No. F-726
TBPLS No. 10092300

29.48 ACRES

FIELD NOTES of a 29.48 acre tract of land situated in the J.G. Bennett Survey, Abstract No. 288 out of the H.&T.C. R.R. CO. Survey Section 50, Waller County, Texas; said 29.48 acre tract of land being out of and a part of the residue of a called 43.1414 acre tract of land as conveyed to Edwin Lake and recorded in Volume 1117, Page 25 of the Deed Records of Waller County, Texas (D.R.W.C.TX.) and all of a called 1.00 acre tract as conveyed to Edwin Lake and recorded in Volume 1261, Page 394 D.R.W.C.TX.; said 29.48 acre tract of land being more particularly described by metes and bounds as follows:

NOTE: All bearings are Lambert grid bearings and all coordinates refer to the Texas State Plane Coordinate System, South Central Zone (#4204), as defined by article 21.071 of the Natural Resources Code of the State of Texas, 1983 Datum (2001 adjustment). All distance are actual distances. Scale factor = 0.99990226.

BEGINNING at a 1/2-inch iron pipe found for the Northwest corner of this tract of land, the Southwest corner of a called 10.00 acre tract as conveyed to Sidney Sutton and recorded in Volume 554, page 702 D.R.W.C.TX., also being in the East line of a called 1.1892 acre tract as conveyed to Gary lynn Parr and recorded in Volume 752, Page 877 D.R.W.C.TX.

1) **THENCE** N 88°03'02" E along the North line of this tract of land and the South line of said 10.004 acre tract a distance of 552.10 feet to a 5/8-inch capped iron rod found for the Northeast corner of this tract of land, the Southeast corner of said 10.00 acre tract and being in the Westerly line of a called 198.08 acre tract as conveyed to Enclave Gassner Tract LLC and recorded in Waller County Clerk's File Number (W.C.C.F. No.) 2205353.

2) **THENCE** S 01°56'58" E with the East line of this tract of land and the Westerly line of said 198.08 acre a distance of 2,324.75 feet to a 5/8-inch capped iron rod stamped "E.H.R.A. 713-784-4500" found for the Southeast corner of this tract of land and the Southwest corner of said 198.08 acre tract, also being in the North right-of-way line of Gassner Lane (60 feet wide).

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3) **THENCE** S 87°49'02" W with the South line of this tract of land and the North right-of-way line of said Gassner Lane; at a distance of 328.98 feet pass a 5/8-inch iron rod found for the Southeast corner of said 1.00 acre tract; at a distance of 522.10 feet pass a found 5/8-inch iron rod; continue a total distance of 552.10 feet to a 1/2-inch iron pipe found for the Southwest corner of this tract of land and the Southeast corner of a called 1.607 acre tract of land as conveyed to Christopher C. Kowalis and Janice A. Kowalis and recorded in Volume 1310, Page 685 D.R.W.C.TX.

4) **THENCE** N 01°56'58" W with the West line of this tract of land and the West line of said Residue of a 43.1414 acre tract a distance of 2,327.00 feet to the **PLACE OF BEGINNING**; containing within said boundaries a calculated area of 29.48 acres (1,284,116 sq. ft.) of land.

EDMINSTER, HINSHAW, RUSS & ASSOCIATES, INC. d/b/a/ EHRA

A. Munroe Kelsay
Texas Registration No. 5580
10011 Meadowglen Lane
Houston, Texas 77042
713-784-4500

Date: *02/04/2025*
Job No: *211-127-00-500*
File No: R:\2021\211-127-00-500\Docs\Description\211-127-00-500 LTS(29.48 ac)_DESC.docx

STATE OF TEXAS §
§
COUNTY OF WALLER §

JOINT PARTICIPATION INTERLOCAL AGREEMENT BETWEEN WALLER COUNTY AND BROOKSHIRE-KATY DRAINAGE DISTRICT

This Joint Interlocal Participation Agreement (the "**Agreement**") is made and entered into pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, by and between Waller County, Texas (the "**County**"), a political subdivision of the State of Texas , acting by and through its Commissioners Court and Brookshire-Katy Drainage District (the "**District**"), a political subdivision of the State of Texas created under the provisions of Article XVI, Section 59 of the Texas Constitution and operating pursuant to Chapters 49 and 53 of the Texas Water Code, acting by and through its Board of Supervisors. The County and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

WHEREAS, in House Bill 1 from the 89th Legislative Session of 2025, which was signed into law by the Governor of Texas, the Texas Legislature appropriated $25,000,000 for the County to use for a Waller County Regional Stormwater Detention Basin ("**State Grant**");

WHEREAS, the State Grant is administered through the Texas Water Development Board ("**TWDB**");

WHEREAS, the County desires to design and construct a regional stormwater detention basin in Waller County, Texas, which may include a detention basin, maintenance berms, and other storm water control measures (the "**Project**") using the funds appropriated to it by the 89th Legislative Session of 2025, which will be located within the jurisdiction of the District;

WHEREAS, it is of mutual benefit to both Parties to construct and maintain the Project; and

WHEREAS, both Parties desire to cooperate in accordance with the terms of this Agreement to jointly accomplish the design and construction of the Project; and

WHEREAS, both Parties agree that funds used under this Agreement shall be from current funds, and shall be solely from the State Grant.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the Parties, it is agreed as follows:

AGREEMENT

1. **Purpose of the Agreement.** The purpose of this Agreement is to outline the responsibilities and funding obligations of each Party, including the procedures and processes necessary for successful completion of the Project, concerning the funding, design, construction, and maintenance of a regional detention facility.

2. **Incorporation of Recitals.** The representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into this Agreement.

3. **District's Rights and Obligations.**

A. The District will provide or cause to be provided, engineering services; related support services necessary to prepare drainage impact analyses, environmental and geotechnical studies, and any and all other studies necessary for the Project; plans; specifications; and estimates for construction (the "**PS&E**") of the Project.

B. The District shall submit the PS&E to the County for review and approval at the following set intervals:

i. Upon completion of feasibility analysis;
ii. Upon thirty percent (30%) completion of the design plans;
iii. Upon sixty percent (60%) completion of the design plans;
iv. Upon ninety percent (90%) completion of the design plans; and
v. Upon completion of the design plans.

C. The District shall ensure the Project does not exceed the budget identified in Section 5.A. The District shall ensure the Project design includes a base bid and alternates for construction bidding in order to ensure the Project does not exceed the established budget. If all bids exceed the established budget, the District shall, in cooperation with the County, redesign the Project in order to bring it within the established budget.

D. The District shall be responsible for obtaining all necessary permits and jurisdictional approvals for the construction of the Project.

E. The District will invoice the County for work completed towards the PS&E as needed, but no more frequently than once per calendar month.

F. Upon approval by the County of the PS&E, the District will advertise and receive bids for construction of the Project from qualified bidders in accordance with applicable law and regulation, including rules established by grant agreement, if any. A qualified bidder must be registered with the Texas Secretary of State to transact business in Texas and must be current on all state and local fees and taxes. Qualified bidder's Franchise Tax Account Status with the Texas Comptroller of Public Accounts must indicate that both the bidder's right to transact business in Texas and their registration with the Texas Secretary of State is "active." The construction contract shall require the qualified bidder to follow all federal, state, and local laws, rules, codes, ordinances, and regulations including but not limited to the Waller County Subdivision and Development Regulations. The District agrees that it will require the construction contractor's insurance policies to name the County as well as the District as additional

insured on all policies. Any such insurance policy should include at least the following minimum coverage:

i. Worker's Compensation in the amount required by law. The policy shall include the All States Enforcement.
ii. Comprehensive General Liability insurance including contractual liability insurance, $1,000,000 per occurrence, $2,000,000 aggregate (defense costs excluded from the face amount of the policy); and
iii. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles for the Project, with bodily injury and property damage with a combined limit of not less than $1,000,000 each occurrence.

G. Upon receipt of bids for the construction of the Project, the District shall:

i. Evaluate the bids in accordance with applicable law, and provide the bids to the County with its recommendation for award of the construction contract as determined by the District; and
ii. Provide to the County an invoice of the expenses incurred by the District for the preparation of the PS&E, obtaining permits, bidding of the Project, and any other expenses incurred directly pursuant to the District's obligations under this Agreement.

H. Upon award of the contract for construction of the Project, the District shall:

i. Manage and inspect the day-to-day construction of the Project, including construction materials testing ("CMT") in a manner similar to that of other County construction projects; and
ii. Through its contractor, construct the Project in accordance with the PS&E approved by the County. With prior written approval from the County Engineer, the District may make minor changes in the PS&E through change(s) in the contract ("CIC") that the District deems to be necessary during the construction of the Project, provided that the original scope and intent of the Project is maintained and written notice of such changes are provided to the County. The total amount of the CIC approved by the District shall not exceed ten percent (10%) of the total cost of construction for the Project. The District shall not allow the total cost of the Project, including PS&E, bidding, construction costs, and other expenses in furtherance of the Project to exceed five million one hundred and eighty-eight thousand five hundred and forty-nine and 0/100 dollars $5,188,549.00) without the written consent of the County.

I. Upon completion of the construction of the Project, the District shall:

i. Provide an opportunity for the County to participate in a final walk-through and preparation of a punch list in regard to the construction of the Project;

ii. Provide a statement of final accounting to the County detailing all costs incurred, certify the final Project costs based upon the actual costs incurred for each portion of the Project, and identify amounts to be invoiced or refunded to the County. To the extent the funds provided under Section 5.A exceed the total Project costs, the District shall refund the balance to the County. The District shall invoice the County for any costs incurred for work already performed in accordance with Section 5;

iii. Provide the County with a copy of all drawings, preliminary layouts, record drawings, sketches, as-built drawings, and other documents prepared by the District or the District's contractors pursuant to this Agreement; and

iii. Maintain the Project in accordance with Section 6 of this Agreement.

J. The District shall maintain financial accounting records relating to the Project in accordance with Generally Accepted Accounting Principles and with State laws applicable to government accounting. All accounting and other financial documentation must be accurate, current, and reflect recordation of the transactions at or about the time the transactions occurred. The District shall also require its contractors to maintain financial accounting records relating to the Project in accordance with this Section.

K. The District shall retain all financial records and supporting documents and any other documents pertinent to the Project in accordance with the requirements of applicable State law relating to retention and access to records. The District must retain all records related to this Agreement for a period of three (3) years after Project completion.

L. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under agreement between the County and TWDB (the "Grant Agreement"), or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. The District shall submit to audits and investigations by the Texas State Auditor's Office in connection with all grant funds received from TWDB and paid by the County to the District pursuant to this Agreement. The District shall also require its contractors to submit to audits and

investigations by the Texas State Auditor's office in connection with all funds received in connection with this Agreement.

M. The District shall assign only qualified personnel to perform the services required under this Agreement. The District shall ensure that its contractors assign only qualified personnel to perform the services required under this Agreement. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skill, and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.

N. The District shall provide the services and deliverables in accordance with applicable professional standards. The District represents and warrants that it is authorized to acquire subcontractors with the requisite qualifications, experience, personnel, and other resources to perform in the manner required by this Agreement. The District further represents and warrants that any of its subcontractors performing work in connection with this Agreement has been or will be competitively procured in accordance with applicable State and local procurement and contracting laws. Any damages that result from failure to comply with this Section shall be borne by the District, and the County may set off or recoup any amount it owes to the District against such damages.

O. The District shall comply with any County request for documentation related to technical work, deliverables, payment requests, schedules, financial and budget administration, and similar matters.

P. Upon request, the District shall provide to the County copies of agreements between the District and its contractors that relate to work performed pursuant to this Agreement.

4. **County's Rights and Obligations.**

A. The Project shall be constructed on land owned by the County, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein. The specific location shall be determined in coordination with the County, and shall be subject to the County's final approval.

B. The County shall review the PS&E provided by the District under Section 3.B, and provide its approval within twenty (20) business days of each submittal, unless the County desires to make changes to any of the provided documents. Should the County desire to make changes to such PS&E, the County will provide written notice to the District of the requested changes, and the Parties agree to meet and resolve all issues within twenty (20) business days of the District's receipt of the written notice from the County. If the County does not provide a response on the PS&E within twenty (20) business days from its receipt of the PS&E, then the PS&E

submitted to the County will be deemed to be approved and the District may proceed to the next phase of the Project.

C. In accordance with Section 5, the County shall be responsible for payment of any invoice received from the District for work completed towards the Project.

D. Upon receipt of the bids and award recommendation from the District for construction of the Project, the County shall:

i. Review the bids and provide a written response concerning award of the construction contract to such bidder chosen by the District in accordance with applicable law within twenty (20) business days. If the County does not provide a response on the construction contract award recommendation within twenty (20) business days from its receipt of the recommendation, then the recommendation submitted to the County will be deemed approved; and

ii. Should the County have comments on the recommendation of the bidder chosen by the District in accordance with applicable law, the District and County shall meet to agree on the bidder to be awarded; and

E. Upon completion of the construction of the Project, the County shall:

i. Participate in a final walk-through and inspection of the project; and

ii. Finance the maintenance of the Project in accordance with Section 6 of this Agreement.

5. Funding of the Project.

Notwithstanding any provision in this Agreement to the contrary, the following provisions will apply to all payments made under this Agreement:

A. The County agrees to provide 100% of the funding for the Project from the grant received from the State of Texas and administered through the Texas Water Development Board. The total cost of the Project, including PS&E, bidding, construction costs, and other expenses in furtherance of the Project, shall not exceed Five Million One Hundred Eighty-Eight Thousand Five Hundred and Forty-Nine and 0/100 dollars ($5,188,549.00).

B. The District shall submit invoices to the County for work completed on the PS&E as needed, but not more frequently than once per calendar month. The invoices shall be supported by proof of payment by the District for work completed on the PS&E. The County agrees to provide payment to the District within forty-five (45) days of receipt of the grant funds for work completed on the PS&E. The County is only obligated to make such payments with grant funds received from TWDB.

C. The District shall submit invoices to the County as needed for construction work completed, but not more frequently that once per calendar month. The invoices shall be supported by pay applications submitted to the District by the construction contractor. The County agrees to provide payment to the District within thirty (30) days of receipt of the grant funds for work completed on the construction. The County is only obligated to make such payments with grant funds received from TWDB.

D. The District shall invoice the County after County Engineer and District approval of any CIC, and the associated work is completed. The County agrees to provide payment to the District within forty-five (45) days of receipt of the grant funds for work completed on the construction, provided that the CIC complies with the terms set forth in Section 3.H.ii. The County is only obligated to make such payments with grant funds received from TWDB.

E. All invoices submitted by the District shall comply and be in accordance with Exhibit B.

F. The remittance of funds from the County to the District pursuant to this section is conditioned on TWDB's approval of the County's requests for funding, and the remittance of grant funds to the County. The County will only request funding from TWDB after the County Engineer has approved invoices submitted by the District. The County shall not incur any penalty in the event payment is not made to the District within forty-five (45) days of receipt of funds from TWDB. In the event TWDB denies a request for funding, the District and the County will cooperate in good faith to reach a resolution concerning the funding. Any costs incurred on the Project after TWDB has denied a funding request will be at the incurring Party's expense.

G. If at any time the estimated cost of the Project is expected to exceed the amount identified in Section 5.A, the District shall immediately notify the County in writing. In such event, the County and District will work together to bring the cost of the Project within the budget identified in Section 5.A.

6. **Maintenance of the Project.**

A. Upon completion of the construction of the Project, the District shall submit to the County an annual maintenance schedule (the "**Maintenance Schedule**") for the Project.

B. The Maintenance Schedule includes, but is not limited to, the following scope:

i. Periodic inspections;
ii. Erosion and sedimentation control measures;
iii. Cleaning and debris removal;

iv. Operation and maintenance of any pump stations or other storm water control devices; and
v. Mowing, seeding, irrigation.

C. The District shall invoice the County for work done under the Maintenance Schedule at the rates set out in **Exhibit C**, attached hereto and incorporated herein.

D. The County shall pay the District for any maintenance work completed under Section 6 of this Agreement within forty-five (45) days of receiving an invoice of such work.

E. Should the PS&E be changed from those originally permitted and approved, the District may make written request to the County to terminate its rights and obligations under Section 6 of this Agreement. The termination must be by mutual agreement of the Parties, and by written instrument duly approved by both Parties. The District shall provide thirty (30) day written notice of such termination request to the County. Upon written termination, all other portions of this Agreement remain in full effect.

F. Subject to Section 6.E, this Section shall survive termination of the Agreement, unless otherwise agreed by both Parties in writing.

7. **Liability.** The District and County are entitled to the immunities and defenses of the Texas Tort Claims Act. Nothing in the Agreement shall be construed to waive either Party's sovereign immunity. Each Party warrants and represents that it is insured under a commercial insurance policy or is self-insured for all claims falling within the Texas Tort Claims Act.

Each Party is solely responsible for the actions and omissions of its employees and officers. No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

Notwithstanding any provision herein, damage to the Project caused by the negligence of a Party to this Agreement, or their agents, representatives, or contractors, shall by fully paid for by such Party.

8. **Period of the Agreement and Termination**. This Agreement becomes effective on the date signed by the last Party and shall remain in effect until complete performance by both Parties, or otherwise terminated in accordance with its terms. Should either party fail to meet its obligations under this Agreement, either Party may provide written notice of such breach to the breaching Party and provide ten (10) business days for such Party to cure such breach. Should a breach of this Agreement not be cured within ten (10) business days of receipt of the written notice of such breach, the Party not in breach of this Agreement may terminate this contract for cause by written notice to the other Party.

9. **Miscellaneous.**

A. Payments made pursuant to this Agreement are public funds, and as such must be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Texas Government Code, Chapter 2256, and the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

B. The District represent and warrants that it is not prohibited under any applicable State law from receiving state grant funds.

C. The District represents and warrants that, in accordance with Texas Government Code § 2155.005, neither the District, nor any firm, corporation, partnership, or institution represented by the District, or anyone acting for such firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business & Commerce Code, or the federal antitrust laws; or (2) communicated directly or indirectly the contents of the proposal resulting in the Grant Agreement to any competitor or any other person engaged in the same line of business.

D. The District certifies that neither it, nor any of its contractors performing work under this Agreement are ineligible to receive payments from state funds under Texas Family Code § 2155.006, and agrees that this Agreement may be terminated and payment withheld if this certification is inaccurate.

E. Pursuant to Texas Government Code § 2155.003, the District represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with goods or services being supplied in accordance with this Agreement.

F. The District certifies that for contracts for services, the District will utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Agreement to determine the eligibility of: (1) all persons employed by the District to perform duties within Texas; and (2) all persons, including contractors, assigned by the District to perform work pursuant to the Agreement within the United States of America.

G. Pursuant to Texas Government Code § 2271.002, the District certifies that it and its contractors (1) do not boycott Israel, and (2) will not boycott Israel during the term of this Agreement.

H. The District certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

I. The District represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code § 2252.152.

J. The District represents and warrants that the provision of goods and services or other performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. The District also represents and warrants that, during the term of this Agreement, the District will immediately notify the County, in writing, of any existing or potential conflict of interest relative to the performance of the Agreement.

K. The District certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

L. In addition to specific obligations within this Agreement, each Party generally agrees that it will perform such other acts, and execute, acknowledge, and/or deliver such other instruments, documents, and other materials as the other may reasonably request in order to achieve the intentions and objectives of this Agreement.

M. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

District:
Brookshire-Katy Drainage District
Attn:
Stan Kitzman, General Manager
skitzman@bkdd.dst.tx.us
Wendy Sidwell, District Administrator
wsidwell@bkdd.dst.tx.us
1111 Kenney St.
Brookshire, TX 77423

With a copy to:
Johnson Petrov LLP
Attn: Andrew P. Johnson, III
2929 Allen Parkway, Suite 3150
Houston, Texas 77019
bkddlegal@johnsonpetrov.com

Waller County: Waller County
Attn: Carbett "Trey" Duhon III
County Judge
t.duhon@wallercounty.us
836 Austin St., Suite 4300
Hempstead, TX 77445

N. This instrument together with its exhibits contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed. There have been and are no agreements, covenants, representations, or warranties between the Parties other than those expressly stated or provided for herein. This Agreement may only be amended by a written instrument signed by both Parties.

O. If any provision contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

P. This Agreement shall be for the sole and exclusive benefit of the Parties and their successors and assigns and shall not be construed to confer any benefit or right upon any other party, including, without limitation, any resident of any Party. No provision of this Agreement constitutes consent to suit.

Q. Nothing in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture between the Parties, or a joint enterprise between the Parties and/or any other parties.

R. The failure of any Party to insist, in any one or more instances, upon performance of any terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but the obligation with respect to such future performance shall continue in full force and effect.

S. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

T. Each Party paying for the performance of its obligations under this Agreement shall make those payments only from current revenues available to that Party. Both Parties acknowledge that the Project is being funded through a grant provided to the County and administered by the Texas Water Development Board.

U. This Agreement is expressly made subject to any contract or agreement the County enters into with the Texas Water Development Board concerning the grant funds awarded to the County. If any term of such contract or

agreement conflicts with the terms of this Agreement, this Agreement shall be amended to be consistent therewith.

V. The governing body of each Party has authorized its execution and the Agreement has been approved at a duly called and posted meeting, as applicable.

(Execution Page Follows)
(Remainder of Page Intentionally Left Blank)

IN TESTIMONY HEREOF, the Parties have executed this Agreement in multiple counterparts.

BROOKSHIRE-KATY DRAINAGE DISTRICT

Arnold England,
President, Board of Supervisors

February 23, 2026
Date:

ATTEST:

David Welch
Secretary, Board of Supervisors

WALLER COUNTY

Carbett "Trey" Duhon III
Waller County Judge

Date:

ATTEST:

Debbie Hollan
Waller County Clerk

Exhibit List:

Exhibit A: Property Description for Property Upon Which the Project Will Be Located

Exhibit B: Document Checklist for Payment Processing – TWDB Project No. 21891

Exhibit C: Maintenance Schedule Rates

Docusign Envelope ID: E97F4AB1-347E-4E99-A4E0-833F0D9EDBEF

EXHIBIT "A"

LEGAL DESCRIPTION

Tract 1: 706.172 acres (30,760,837 square feet) tract of land situated in the H. & T.C.R.R. Surveys, Section 79, Abstract 157 and Section 81, Abstract 158 and the J. G. Bennett Survey, Section 82, Abstract 290 in Waller County, Teas and being out of those certain tracts described in the deeds recorded in Volume 23, Pages 585 and 587 of the Waller County Deed Records (W.C.D.R.).

Tract 2: 719.600 acres (31,345,772 square feet) tract of land situated in the H. & T.C.R.R. Surveys, Section 69, Abstract 152 and the J. G. Bennett Survey, Section 68, Abstract 289 in Waller County, Texas and being out of that certain 1,283.366-acre tract described in the deed recorded in Volume 21, Page 116 of the Waller County Deed Records (W.C.D.R.).

Tract 3: 5.982 acres (260,574 square feet) tract of land situated in the H. & T.C.R.R. Survey, Section 79, Abstract 157, in Waller County, Teas and being out of that certain tract described in the deed recorded in Volume 23, Page 587 of the Waller County Deed Records (W.C.D.R.).

Waller County Appraisal District Property IDs: 10838, 10918, 10919, 10933, 13044, and 13059

EXHIBIT B

DOCUMENT CHECKLIST FOR PAYMENT PROCESSING

TWDB PROJECT NO. 21891

As part of any reimbursement request initiated by the Brookshire Katy Drainage District (District), the following documentation, at a minimum, must be remitted to Waller County (County). The District shall remit the required requested documentation to Ross McCall, County Engineer, and Brooke Bacuetes, County Grant Manager, via e-mail at R.McCall@wallercounty.us and B.Bacuetes@wallercounty.us, respectively. A reimbursement request will not be submitted to the Texas Water Development Board (TWDB) until all required documentation is submitted and reviewed by the County.

TWBD, at its discretion, may request additional documentation beyond what is set forth in this document checklist. Should TWDB request additional information, the District is required to comply by submitting the requested documentation to Ross McCall and Brooke Bacuetes via e-mail.

FORMAT OF REIMBURSEMENT REQUEST

- Memorandum format addressed to Ross McCall and Brooke Bacuetes
- Must include the following:
  - Date
  - Subject: *TWDB Contract No. 21891* and period the invoice covers (e.g., January 1, 2026-January 31, 2026)
  - Brief description of work performed associated with an approved Task/Milestone during the invoice period
  - Required invoice documentation set forth below
- Current invoice period cannot overlap with an invoice period set forth in a previous reimbursement request
- There cannot be any missing time periods between the last invoice period and requested invoice period (i.e., Request #1: January 1-31, 2026; Request #2: February 1-28, 2026)
- No duplicate items*
  - ***Nb:** If a duplicate item/task is required, an explanation must be provided

INVOICE DOCUMENTATION

- Deliverables/Milestones completed must be highlighted, and costs totaled by Task
- Billing rates match the billing unit rates in any approved contract(s)/agreement(s)
- Invoice amounts match Task and invoice ledgers
- Purchase orders, receipts with an item description, purpose of equipment, serial number (if applicable) and located (building and room number) must be included with the invoice.
- Eligible expenses accrued must include receipts and be assigned to an approved Task/Milestone. Expenses not associated with an approved Task/Milestone will not be eligible for reimbursement.
  - E.g., lodging, meals, personal car mileage, rental car, purchase orders*
    - ***Nb:** Purchase orders, at a minimum, must include a description of item(s)/service(s), quantity, and cost. Only goods/services absolutely required to carry out the TWDB Project will be eligible for reimbursement. The District is responsible for proving the necessity of any goods/services set forth in a purchase order submitted for reimbursement.
- Subcontractor invoices included in the backup documentation must include dates of service, expense receipts, and a description of work that was performed.

Exhibit C

Maintenance Schedule Rates

Item	Rate per Hour
Equipment	FEMA Schedule of Equipment Rates as determined by 44CFR §206.228 *Allowable Costs* as amended (the Current Rates are attached as a representative sample)
Labor	Hourly Rate of the BKDD Employee that preforms the work

FEMA 2025 Schedule of Equipment Rates

#	Cost Code	Equipment	Manufacturer	Specification	Capacity or Size	HP	Notes	Unit	2025 Rates
1	8010	Air Compressor	Miscellaneous Tank Mounted Air Compressors80/25	41 CFM	41 CFM	to 10	Hoses included.	hour	$ 1.80
2	8011	Air Compressor	Multiquip DIS100SSK4F	103 CFM	103 CFM	to 30	Hoses included.	hour	$ 20.23
3	8012	Air Compressor	Sullivan-Palatek D130Q6IZ	130 CFM	130 CFM	to 50	Hoses included.	hour	$ 27.71
4	8013	Air Compressor	Grimmer-Schmidt 175	175 CFM	175 CFM	to 90	Hoses included.	hour	$ 26.29
5	8014	Air Compressor	Sullivan-Palatek D375QH6CA	400 CFM	400 CFM	to 145	Hoses included.	hour	$ 58.41
6	8015	Air Compressor	Grimmer-Schmidt 800	575 CFM	575 CFM	to 230	Hoses included.	hour	$ 105.25
7	8016	Air Compressor	Ingersoll Rand XP1200WCU	1100 CFM	1100 CFM	to 355	Hoses included.	hour	$ 187.83
8	8017	Air Compressor	Sullair 1600DTQCA	1600 CFM	1600 CFM	to 500	Hoses included.	hour	$ 200.97
9	8040	Ambulance		GVW 8600 Pounds		to 150		hour	$ 31.69
10	8041	Ambulance		GVW 11000 Pounds		to 210		hour	$ 38.68
11	8050	Board, Arrow	Miscellaneous Trailer mounted Arrow Boards			to 8	Trailer Mounted.	hour	$ 5.15
12	8051	Board, Message	Miscellaneous CMSBBI			to 5	Trailer Mounted.	hour	$ 11.18
13	8060	Auger, Portable	Miscellaneous One Man Wheel Mount	16 In	16 In	to 6		hour	$ 1.99
14	8061	Auger, Portable	Miscellaneous Portable Earth Auger	18 In	18 In	to 13		hour	$ 4.89
15	8062	Auger, Tractor Mntd	Miscellaneous TLB Auger Mount	36 In	36 In	to 13	Includes digger, boom & mounting hardware	hour	$ 2.94
16	8063	Auger, Truck Mntd	Miscellaneous DH-Avg	24 In	24 In	to 100	8'x8'x10' Drophammer	hour	$ 50.79
17	8064	Hydraulic Post Driver	Miscellaneous VIB-Avg	24 In	24 In	to 100	Hyd. Impact Hammer	hour	$ 53.97
18	8065	Auger	Horizontal Directional BoringMachine	250 X 100	250 X 100	to 300	DD-140B YR-2003	hour	$ 251.58
19	8067	Auger, Directional Boring Machine	Miscellaneous 7K - Horizontal DrillingMachines	7,000 lbs	7,000 lbs	to 25	Corrected to use Misc. 7K	hour	$ 87.45
20	8067.1	Directional Boring Machine	Vermeer D24X40A (disc. 2001)	Spindle Torque 4000 ft/lb	Spindle Torque 4000 ft/lb	125		hour	$ 210.47
21	8068	Bush Hog	New Holland 272GMS	72-IN cutting width				hour	$ 18.80
22	8069	Bush Hog	Vermeer MC3700	12-FT cutting width				hour	$ 29.22
23	8069.1	Bush Hog	Bush Hog 2820 Average Retail Rental Rates	85-IN cutting width				hour	$ 45.42
24	8070	Automobile, Sedan	2023 Dodge Charger SXT	Pentastar 3.6L V-6 DOHC, variable valve control, regular unleade				Mile	$ 0.70
25	8071	Automobile, Pick-up	2023 RAM 1500 Tradesman	Pentastar 3.6L V-6 DOHC, variable valve control, regular unleade				hour	$ 15.29
26	8073	Automobile, Police	2023 Dodge Charger Pursuit	Enigne: 3.6L V6 or 5.7L V8 HEMI Transmission: 8 Speed				hour	$ 19.14
27	8074	Automobile, Police	2024 Dodge Durango Pursuit	AWD 3.6L V6 24V VVT Pentastar Engine with ESS Transmission: 8–Speed Automatic 850RE Transmission				hour	$ 19.19
28	8075	Motorcycle, Police	2023 BMW R 1250 RT-P					hour	$ 9.53
29	8075.1	Motorcycle, Police	2023 BMW R 1250 RT-P					mile	$ 0.68
30	8076	Automobile, SUV Mid Size	2023 Ford Explorer XLT	EcoBoost 2.3L I-4 gasoline direct injection, DOHC, variable valv				hour	$ 16.10
31	8077	Automobile, SUV Full Size	2023 Ford Expedition XLT	3.5L V6 24V PDI DOHC Twin Turbo				hour	$ 25.02
32	8078	MRAP Armored Rescue Vehicle	Military Surplus Vehicle	Military Surplus Vehicle		375-450		hour	$ 73.37
33	8079	MRAP C-MTV	gvwr 55000 Lbs	gvwr 55000 Lbs		to 350		hour	$ 63.32
34	8080	All Terrain Vehicle	Polaris Ranger SP 570	2 Seat with bed box	up to 600CC	up to 50	New	hour	$ 16.72
35	8081	All Terrain Vehicle	Polaris Ranger SP 570	4 Seat with bed box	up to 600CC	up to 50	New	hour	$ 17.45
36	8082	All Terrain Vehicle	Polaris Sportsman 850 Mud Edition	Single seater	up to 850CC	up to 80	New	hour	$ 18.22
37	8083	All Terrain Vehicle	Polaris Sportsman 1000 Mud Edition	Single seater	up to 1000CC	up to 90	New	hour	$ 20.41
38	8084	All Terrain Vehicle	Polaris General XP 1000	2 seater	up to 1000CC	up to 100	New	hour	$ 27.90
39	8085	All Terrain Vehicle	Polaris General XP 1000	4 seater	up to 1000CC	up to 100	New	hour	$ 30.09
40	8086	All Terrain Vehicle	Polaris Expedition	2 seater closed cab	up to 1000CC	up to 125	new	hour	$ 34.47
41	8087	All Terrain Vehicle	Polaris Expedition ADV 5	5 seater closed cab	up to 1000CC	up to 125	New	hour	$ 37.39
42	8088	Drone Atomizer (Sprayer)	DJI AGRAS T50	Drone comes with Liquid and Dry tanks, batteries, software and other necessary equipment to operate.	100 pounds Dry & 40 Liters Liquid		new	hour	$ 26.27
43	8088.1	Drone Surveillance	Surveillance Drone	Parrot ANAFI USA GOV EDITION			New	hour	$ 11.30
44	8111	Barge, Deck	Miscellaneous 300 - Deck Cargo Barges	50'x35'x9'	50'x35'x9'	N/A	Push by Tug-Boat	hour	$ 48.28
45	8112	Barge, Deck	Miscellaneous Deck 1100 - Deck Cargo Barges	120'x45'x10-FT	120'x45'x10-FT	N/A	Push by Tug-Boat	hour	$ 95.52
46	8113	Barge, Deck	Miscellaneous 1250 - Deck Cargo Barges	140'x45'x10-FT	140'x45'x10-FT	N/A	Push by Tug-Boat	hour	$ 103.95
47	8120	Boat, Tow	Miscellaneous 55 - Tow Boats	50' - 64'	50' - 64'	to 870	Steel	hour	$ 518.33
48	8121	Boat, Tow	Miscellaneous 60 21 - Tow Boats	50' - 64'	50' - 64'	to 1050	Steel	hour	$ 607.29
49	8122	Boat, Tow	Miscellaneous 70 30 - Tow Boats	65' - 99'	65' - 99'	to 1350	Steel	hour	$ 932.62
50	8123	Boat, Tow	Miscellaneous 120 - Tow Boats	100' - 124''	100' - 124''	to 2000	Steel	hour	$ 1,729.83
51	8124	Airboat	815 AGIS Airboat w/spray unit			556		hour	$ 36.78
52	8125	Airboat	815 AGIS Airboat w/spray unit			450		hour	$ 33.20
53	8126	Swamp Buggy	ARGO Conquest 800 Outfitter			36		hour	$ 41.97
54	8129	Compactor, 2-ton pavement roller	Bid-well 2450	to 76'	to 76'	to 40		hour	$ 28.55
55	8130	Boat, Row	Miscellaneous Rowboat			N/A	Heavy duty.	hour	$ 1.09
56	8131	Boat, Runabout	Marine Equipment Runabouts - 13			60		hour	$ 13.38
57	8132	Boat, Tender	Marine Equipment Tenders - 12	to 16'	to 16'	to 100	Inboard with 360 degree drive.	hour	$ 19.45
58	8133	Boat, Push	Miscellaneous 400 - Push Boats	to 49'	to 49'	to 435	Flat hull.	hour	$ 215.37
59	8134	Boat, Push	Miscellaneous 525 - Push Boats	50' - 74'	50' - 74'	to 525	Flat hull.	hour	$ 267.75
60	8135	Boat, Push	Miscellaneous 705 - Push Boats	50' - 74'	50' - 74'	to 705	Flat hull.	hour	$ 482.92

61	8136	Boat, Push	Miscellaneous 870 - Push Boats	50' - 74'	50' - 74'	to 870	Flat hull.	hour	$ 558.97
62	8137	Boat, Debris Removal Skiff	Debris Removal Skiff	Length 48'	Length 48'	to 200	New 2023 rate	hour	$ 164.32
63	8138	Boat, Jet	Boat, Jet (Woolridge Xtra Plus Inboard)	Length 20' 4"	Length 20' 4"	to 100	Shallow Draft	hour	$ 10.87
64	8140	Boat, Tug	Miscellaneous 100 - Inland Tug Boats	Length 16'	16'	to 100	Shallow Draft	hour	$ 74.20
65	8141	Boat, Tug	Miscellaneous 175 - Inland Tug Boats	Length 18'	18'	to 175	With Steering Nozzle	hour	$ 95.34
66	8142	Boat, Tug	Miscellaneous 250 - Inland Tug Boats	Length 26'	26'	to 250	With Steering Nozzle	hour	$ 134.25
67	8143	Boat, Tug	Miscellaneous 380 - Inland Tug Boats	Length 40'	40'	to 380	Standard Rudder	hour	$ 244.03
68	8144	Boat, Tug	Miscellaneous 700 - Inland Tug Boats	Length 51'	51'	to 700	Twin Screw	hour	$ 390.09
69	8145	Jet Ski	Yamaha VX	Gasoline	Gasoline			hour	$ 9.06
70	8147	Boat, Inflatable Rescue Raft	Zodiac C310 Solid 10'2"		Diesel			hour	$ 0.93
71	8148	Boat, Runabout	Marine Equipment Runabouts - 13	Gasoline	Gasoline			hour	$ 64.80
72	8149	Boat, removable engine	2000 Johnson Outboard Motor	Gasoline	Gasoline			hour	$ 2.03
73	8149.1	Boat, Recreational	Outboard motor	Center console with up to 3 outboard motors	36' long			hour	$ 48.65
74	8149.2	Boat, Recreational	Outboard motor	Center console with up to 2 outboard motors	36' long			hour	$ 44.02
75	8149.3	Boat, Police	Length 25'	Full Cabin Boat for patrols, response, port security, law enforcement and search and rescue (SAR). Boat can be equiped with various brand and tupe outboard motors.	25' long			hour	$ 34.50
76	8150	Self Propelled Pavement Brooms	Lay-Mor 6HC/8HC			to 37		hour	$ 53.65
77	8151	Broom, Pavement, Mounted	ellaneous TRAC MOUNT PTO DRIVE - ForMounting Pavement Broo	72"	72"			hour	$ 4.07
78	8153	Self Propelled Pavement Brooms	Broce RC-350 (disc. 2011)	96"	96"	to 100	Add Prime Mover cost for total rate	hour	$ 5.49
79	8154	Broom, Pavement, Pull	Miscellaneous TRACTION PT - Pull TypePavement Brooms	84"	84"	to 20		hour	$ 40.44
80	8154.1	Skid Steer for Broom	Bobcat 453 (disc. 2001)					hour	$ 24.86
81	8155	Self Propelled Pavement Brooms	Terramite TSS46	6 or 8-FT broom heads		to 35		hour	$ 35.65
82	8157	Sweeper, Pavement	Elgin - Pelican SE	66" & 36" broom widths, 3.6-CY hopper		to 110		hour	$ 100.34
83	8158	Sweeper, Pavement	Five Star - Broom Bear	Max 120" sweep width, 4.5-CY hopper		to 230		hour	$ 123.69
84	8180	Bus				185		hour	$ 32.34
85	8181	Bus				100		hour	$ 31.26
86	8182	Bus				230		hour	$ 53.70
87	8183	Blower				27		hour	$ 20.63
88	8183.1	Mosquito Sprayer	Adapco - Guardian 95 ES	to 186 CFM				hour	$ 18.19
89	8184	Back-pack Blower						hour	$ 7.22
90	8185	Walkbehind Blower				13		hour	$ 2.06
91	8187	Chainsaw	Bar Length = 20"	3.0 cu in	3.0 cu in	to 3	Heavy Duty	hour	$ 3.23
92	8188	Chainsaw	Bar Length = 20"	5.0 cu in	5.0 cu in	to 6	Heavy Duty	hour	$ 3.65
93	8189	Chainsaw	Bar Length = 20"	6.0 cu in	6.0 cu in	to 7	Heavy Duty	hour	$ 1.72
94	8190	Chainsaw	Bar Length = 16"	2.5 cu in	2.5 cu in	to 2	Light Duty	hour	$ 1.71
95	8191	Chainsaw	Bar Length = 25"	7.0 cu in	7.0 cu in	to 9	Heavy Duty	hour	$ 4.81
96	8192	Chainsaw, Pole	Bar Length = 18"			N/A	Hydraulic	hour	$ 2.52
97	8193	Skidder, Log	2023 DEERE 648L II			to 237		hour	$ 113.03
98	8194	Skidder, Log	2022 DEERE 748L II			to 263		hour	$ 210.67
99	8195	Cutter, Brush	2023 Barko 930B Wheel Mulcher			to 320		hour	$ 174.37
100	8198	Buncher, Cutter	Caterpillar 511 Feller Buncher	26.6 ft reach		to 247		hour	$ 155.70
101	8199	Log Trailer	Log Trailer (Fixed Gooseneck Trailer Level 3 40)	40 tons				hour	$ 14.41
102	8199.1	Log Splitter	PowerPro 25-Ton Log Splitter		Kohler SH265 196cc 6.5 Gross HP Horizontal Engine	6.5	Trailer Mounted.		$ 6.48
103	8200	Chipper, Brush	Vermeer BC900XL Brush Chipper		Material Capacity 9 in Thickness 1 in Diameter 33 in	35	Trailer Mounted.	hour	$ 24.04
104	8201	Chipper, Brush	Vermeer BC1000XL Brush Chipper		Material Capacity 12 in Width 20 in Thickness .4 in Diameter 20 in	74	Trailer Mounted.	hour	$ 29.70
105	8202	Chipper, Brush	Vermeer BC1500 Brush Chipper		Material Capacity 15 in Width 22 in Thickness .4 in Diameter 22.5 in	130	Trailer Mounted.	hour	$ 54.11
106	8203	Chipper, Brush	Vermeer BC1800XL Brush Chipper		Material Capacity 19 in Width .5 in Thickness 26.1 in Diameter 36 in	173	Trailer Mounted.	hour	$ 74.92
107	8208	Loader - Tractor - Knuckleboom	2022 Barko 595ML Crawler Mounted LogLoader	7,770 lbs (32' radius) to 38,180 lbs 12' radius				hour	$ 150.01
108	8210	Clamshell & Dragline, Crawler	2023 TADANO MANTIS GTC 700	70 Ton Tele Crawler 118 Feet of Main Boom Cummins Diesel Engine 36" Track Pads Two Winches With 3/4 Wire Rope Tadano AML LMI System	70 Ton	to 260	Bucket not included in rate.	hour	$ 127.42

109	8211	Clamshell & Dragline, Crawler	Tadano GT-1200XL-2	Specs - MAX. CRANE CAPACITY: 120 USt - MAIN BOOM LENGTH: 41 ft – 167.3 ft - BOOM EXTENSION: 33.8 ft – 58.7 ft - MAX. COUNTERWEIGHT: 55,100 lbs - OUTRIGGER BASES: 23,5 ft x 19,6 ft - HOIST LINE PULL: 21,800 lbs - MAX RADIUS: 185 ft - MAX. MAIN BOOM LENGTH: 167.3 ft - GVM: 89,900 lbs - DIMENSIONS: 48.56 ft L x 8.5 ft W x 12.3 ft H - ENGINE: Cummins X12	120 Ton	to 520	Bucket not included in rate.	hour	$	202.51
110	8212	Clamshell, Truck mounted	American 5530	to 150,000 lbs		to 240		hour	$ 114.56
111	8218	BOMAG Compactor	BW100AD-3			to 33		hour	$ 45.79
112	8219	Compactor -2-Ton Pavement Roller	Single Drum Vibratory Compactor					hour	$ 33.24
113	8220	Compactor, Hand Held	Miscellaneous Hand Held Vibratory Compactor		to 2.9 Ton	to 28		hour	$ 15.52
114	8221	Compactor, towed, vibratory drum	Blue Diamond Skid Steer Vibratory Roller | Smooth or Pad Foot	Smooth Drum Width 84"			Plus Skid Steer	hour	$ 27.01
115	8222	Compactor, vibratory drum	2013 BOMAG BW-120AD-4 (disc. 2013)	Drum Width 47.2"	Drum Width 47.2"	to 75		hour	$ 39.01
116	8223	Compactor, pnuematic, wheel	BOMAG BW11-RH	68" width		to 100	Cummins 4B3.3TA 85-HP Engine	hour	$ 114.91
117	8224	Vibratory Compactor	CATERPILLAR CP-563D (disc. 2003)	Drum Width 51"	Drum Width 51"	to 145	Single Drum	hour	$ 124.72
118	8225	Compactor, Sanitation	Caterpiller 816		12 FT Blade	284		hour	$ 197.35
119	8226	Compactor, Sanitation	Caterpiller 826		14 FT Blade	435		hour	$ 243.88
120	8227	Compactor, Sanitation	Caterpiller 836		17 FT Blade	562		hour	$ 400.69
121	8228	Compactor, towed, pneumatic, wheel	Miscellaneous			N/A	11-Wheels (Towed)	hour	$ 14.94
122	8229	Compactor, Towed Steel Drum StaticCompactor	Miscellaneous			N/A		hour	$ 21.50
123	8240	Feeder, Grizzly	Misc Vibratory Grizzly Feeder, 35" x 14', singledeck			to 35		hour	$ 23.01
124	8241	Feeder, Grizzly	Misc Vibratory Grizzly Feeder, 52" x 20', singledeck			to 55		hour	$ 29.27
125	8242	Feeder, Grizzly	Misc Vibratory Grizzly Feeder, 62" x 30',double deck			to 75		hour	$ 60.04
126	8250	Dozer, crawler	CAT D1			to 80		hour	$ 60.28
127	8251	Dozer, crawler	CAT D3			to 104		hour	$ 74.10
128	8252	Dozer, crawler	CAT D4			to 130		hour	$ 99.70
129	8253	Dozer, crawler	CAT D6			to 215		hour	$ 160.75
130	8254	Dozer, crawler	CAT D8			to 363		hour	$ 242.63
131	8255	Dozer, crawler	CAT D9			to 452		hour	$ 360.30
132	8256	Dozer, crawler	CAT D11			to 850		hour	$ 550.14
133	8260	Dozer, wheel	CAT 814			Tto 250		hour	$ 106.02
134	8261	Dozer, wheel	CAT 824			to 405		hour	$ 170.28
135	8262	Dozer, wheel	CAT 834			to 496		hour	$ 308.97
136	8263	Dozer, wheel	CAT 844			to 732		hour	$ 402.76
137	8269	Box Scraper	84" Rome Model 5C Pull Scraper	4.1 cu yd				hour	$ 18.41
138	8270	Bucket, Clamshell	Heiden HC30133 Super Clamshell Bucket	1.0 CY	1.0 CY	N/A	Includes teeth. Does not include Clamshell & Dragline	hour	$ 3.65
139	8271	Bucket, Clamshell	Anvil Attachments 3 Yard Clamshell Bucket	3 CY	4 CY	N/A	Includes teeth. Does not include Clamshell & Dragline	hour	$ 6.80
140	8272	Bucket, Clamshell	Anvil Attachments 5 Yard Clamshell Bucket	5.0 CY	5.0 CY	N/A	Includes teeth. Does not include Clamshell & Dragline	hour	$ 10.19
141	8273	Bucket, Clamshell	Miscellaneous 7-1/2S	7.5 CY	7.5 CY	N/A	Does not include Clamshell & Dragline	hour	$ 15.09
142	8275	Bucket, Dragline	Miscellaneous 2L	2.0 CY	2.0 CY	N/A	Does not include Clamshell & Dragline	hour	$ 3.36
143	8276	Bucket, Dragline	Miscellaneous 5L	5 CY	5 CY	N/A	Does not include Clamshell & Dragline	hour	$ 6.49
144	8277	Bucket, Dragline	Miscellaneous 10L	10 CY	10 CY	N/A	Does not include Clamshell & Dragline	hour	$ 11.81
145	8278	Bucket, Dragline	Miscellaneous 14M	14 CY	14 CY	N/A	Crawler, Truck & Wheel. Includes bucket.	hour	$ 16.53
146	8280	Excavator, Hydraulic	Caterpillar 305 CR			to 45	Crawler, Truck & Wheel. Includes bucket.	hour	$ 57.14
147	8281	Excavator, Hydraulic	Caterpillar 313 GC			to 90	Crawler, Truck & Wheel. Includes bucket.	hour	$ 95.01
148	8282	Excavator, Hydraulic	Caterpillar 320 GC			to 150	Crawler, Truck & Wheel. Includes bucket.	hour	$ 107.93
149	8283	Excavator, Hydraulic	Caterpillar 330 GC			to 201	Crawler, Truck & Wheel. Includes bucket.	hour	$ 150.99
150	8284	Excavator, Hydraulic	Caterpillar 340 GC			to 350	Crawler, Truck & Wheel. Includes bucket.	hour	$ 291.49
151	8285	Excavator, Hydraulic	Caterpillar 395			to 550	Crawler, Truck & Wheel. Includes bucket.	hour	$ 336.18
152	8287	Excavator, Truck Mounted	2008 Gradall XL 3100 III (disc. 2011)	0.57 CY	0.57 CY	to 184	Truck Mounted	hour	$ 215.34
153	8288	Excavator, Truck Mounted	2003 Gradall XL 4100 III (Disc. 2011)	0.62 CY	0.62 CY	to 238	Truck Mounted	hour	$ 315.08
154	8289	Excavator, Truck Mounted	2006 Gradall XL 5100 (disc. 2006)	1.25 CY	1.25 CY	to 230	Truck Mounted	hour	$ 351.11
155	8290	Trowel, Concrete	Husqvarna 48 in Gasoline Walk Behind Trowel	48 IN		to 12	48 In	hour	$ 5.32
156	8300	Forklift	Toyota 50-8FGU30	6,000 Lbs	6,000 Lbs	to 60		hour	$ 21.18
157	8301	Forklift	Toyota 50-8FG50U	11,000 Lbs	11,000 Lbs	to 90		hour	$ 24.75
158	8302	Forklift	Toyota 50-8FG80U	17,500 Lbs	17,500 Lbs	to 140		hour	$ 29.06

159	8303	Forklift	Taylor TE-450M (disc. 1998)	45,000 lbs	50,000 lbs	to 215		hour	$ 90.72
160	8306	Fork Lift material handler	Caterpillar TL 642	6,500 lbs	6,500 LBS	to 74		hour	$ 94.49
161	8307	Fork Lift material handler	Caterpillar TL 943	9,000 Lbs	9,000 Lbs	to 111		hour	$ 116.27
162	8308	Fork Lift material handler	Caterpillar TL1255	12,000 lbs	12,000 lbs	to 134		hour	$ 123.49
163	8310	Generator	Miscellaneous GAS 5,5 KW	5.5 KW				hour	$ 6.78
164	8311	Generator	Miscellaneous DIESEL 17 KW	17 KW				hour	$ 8.12
165	8312	Generator	Miscellaneous DIESEL 25 KW	20 KW				hour	$ 28.15
166	8313	Generator	Miscellaneous DIESEL 40 KW	40 KW				hour	$ 41.55
167	8314	Generator	Miscellaneous DIESEL 45 KW	47.5 kW				hour	$ 42.45
168	8315	Generator	Miscellaneous DIESEL 100 KW	100 KW				hour	$ 62.08
169	8316	Generator	Miscellaneous DIESEL 150 KW	150 KW				hour	$ 70.76
170	8317	Generator	Miscellaneous DIESEL 225 KW	210 KW				hour	$ 100.05
171	8318	Generator	Miscellaneous DIESEL 300 KW	280 KW				hour	$ 119.63
172	8319	Generator	Miscellaneous DIESEL 350 KW	350 KW				hour	$ 172.46
173	8320	Generator	Miscellaneous DIESEL 400 KW	400 KW				hour	$ 219.49
174	8321	Generator	Miscellaneous DIESEL 500 KW	500 KW				hour	$ 392.87
175	8322	Generator	Miscellaneous DIESEL 700 KW	700 KW				hour	$ 578.90
176	8323	Generator	Miscellaneous DIESEL 800 KW	800 KW				hour	$ 626.66
177	8324	Generator	Miscellaneous DIESEL 900 KW	900 KW				hour	$ 685.25
178	8325	Generator	Miscellaneous DIESEL 1000 KW	1000 KW				hour	$ 748.86
179	8326	Generator	Caterpillar XQC1200 (Enclosed)	1150 KW				hour	$ 778.27
180	8327	Generator	Miscellaneous DIESEL 1500 KW	1500 KW				hour	$ 844.15
181	8328	Generator	Generator, 2,500 KW	2500 KW				hour	$ 983.59
182	8329	Generator	Cummins QSK95 C3250D6E	3000 KW				hour	$ 1,024.88
183	8331	Graders	CAT 120	12 Ft	12 Ft	to 171	Includes Rigid and Articulate equipment.	hour	$ 131.96
184	8332	Graders	CAT 140	12 FT	12 FT	to 196	Includes Rigid and Articulate equipment.	hour	$ 159.04
185	8333	Graders	CAT 160	14 Ft	14 Ft	to 290	Includes Rigid and Articulate equipment.	hour	$ 231.47
186	8334	Graders	CAT 18	18 Ft	18 Ft	to 304	Includes Rigid and Articulate equipment.	hour	$ 281.33
187	8335	Widener Attachment	Loader or Grader Propelled	Widener Attachment	10' Max Spread Width	49			$ 10.13
188	8350	Hose, Discharge	Discharge Hose, 3-IN	3 In Discharge Diameter 50 foot	3 In Discharge Diameter	N/A	Per 50 foot length. Includes couplings.	hour	$ 0.15
189	8351	Hose, Discharge	Discharge Hose, 4-IN	4 in Discharge Diameter 50 foot	4 in Discharge Diameter	N/A	Per 50 foot length. Includes couplings.	hour	$ 0.23
190	8352	Hose, Discharge	Discharge Hose, 6-IN	6 In Discharge Diameter 50 foot	6 In Discharge Diameter	N/A	Per 50 foot length. Includes couplings.	hour	$ 0.58
191	8353	Hose, Discharge	Discharge Hose, 8-IN	8 In Discharge Diameter 50 foot	8 In Discharge Diameter	N/A	Per 50 foot length. Includes couplings.	hour	$ 0.65
192	8354	Hose, Discharge	Discharge Hose, 12-IN	12 In Discharge Diameter	12 In Discharge Diameter	N/A	Per 50 foot length. Includes couplings.	hour	$ 0.95
193	8355	Hose, Discharge	Discharge Hose, 16-IN	16 In Discharge Diameter	16 In Discharge Diameter	N/A	Per 50 foot length. Includes couplings.	hour	$ 1.79
194	8356	Hose, Suction	Suction Hose - SH-3/25	3 In Diameter	3 In Diameter	N/A	Per 50 foot length. Includes couplings.	hour	$ 0.27
195	8357	Hose, Suction	Miscellaneous SH-4/25	4 In Diameter	4 In Diameter	N/A	Per 50 foot length. Includes couplings.	hour	$ 0.32
196	8358	Hose, Suction	Miscellaneous SH-6/25	6 In Diameter	6 In Diameter	N/A	Per 50 foot length. Includes couplings.	hour	$ 1.06
197	8359	Hose, Suction	Suction Hose, 8-IN	8 In Diameter	8 In Diameter	N/A	Per 50 foot length. Includes couplings.	hour	$ 1.14
198	8360	Hose, Suction	Suction Hose, 12-IN	12 In Diameter	12 In Diameter	N/A	Per 50 foot length. Includes couplings.	hour	$ 1.72
199	8361	Hose, Suction	Suction Hose, 16-IN	16 In Diameter	16 In Diameter	N/A	Per 50 foot length. Includes couplings.	hour	$ 3.25
200	8380	Loader, Crawler	Bobcat MT120			to 25	Includes bucket.	hour	$ 36.92
201	8381	Loader, Crawler	Bobcat T450			to 55	Includes bucket.	hour	$ 41.49
202	8382	Loader, Crawler	Bobcat T86			to 105	Includes bucket.	hour	$ 62.38
203	8383	Loader, Crawler	Caterpillar 963C 2022	3.2 cu yd	3 CY	to 178	Includes bucket.	hour	$ 197.79
204	8384	Loader, Crawler	Caterpillar 973C (disc. 2010)	4.19 cu yd	4 CY	to 238	Includes bucket.	hour	$ 254.71
205	8390	Loader, Wheel	Gehl 280 (disc. 2009)	0.7 cu yd	0.5 CY	to 38		hour	$ 36.72
206	8391	Loader, Wheel	Bobcat L85			to 68	Includes bucket.	hour	$ 58.08
207	8392	Loader, Wheel	Caterpillar 910			to 110	Includes bucket.	hour	$ 64.66
208	8393	Loader, Wheel	Caterpillar 926			to 170	Includes bucket.	hour	$ 116.74
209	8394	Loader, Wheel	Deere 644K - 4WD (disc. 2019)	4.2 cu yd	4 CY	232		hour	$ 116.87
210	8395	Loader, Wheel	Case 921C - 4WD (disc. 2008)	5.0 cu yd	5 CY	255		hour	$ 163.20
211	8396	Loader, Wheel	Caterpillar 950			to 250	Includes bucket.	hour	$ 139.80
212	8397	Loader, Wheel	Caterpillar 972			to 339	Includes bucket.	hour	$ 143.78
213	8398	Loader, Wheel	Caterpillar 988			to 580	Includes bucket.	hour	$ 341.25

214	8399	Tractor, Wheel	John Deere 6605 (disc. 2005)	100 IN.	100 IN.	to 95	Does not include mower attachment. Flail Industrial towed mower would add $4.96/Hour	hour	$	70.76
215	8400	Tractor, Wheel	New Holland T6030 (disc. 2012)			to 115	Tractor - agriculture all purpose	hour	$	90.92
216	8401	Loader, Tractor, Wheel	Case 580 SUPER L (disc. 2000)	0.87 CY	0.87 CY	to 80		hour	$	92.56
217	8410	Mixer, Concrete Portable	Menegotti Concrete Mixer Wheelbarrow Concrete Mixer	5.0 cu ft	5.0 CF	0.5		hour	$	1.95
218	8411	Mixer, Concrete, Trailer Mntd	TK Equipment Hydraulic Mortar Mixer w/ Honda Engine	MODELMM12 Batch Capacity bags 3 1/2 - 4 bags Total Capacity cu. ft. (Lt) 3.29 cu. ft (376) Mixing Capacity cu.ft. (Lt) 12 cu.ft (340)	12 CF	to 5		hour	$	8.00
219	8412	Mixer, Concrete, Trailer Mntd	TK Equipment Hydraulic Mortar Mixer w/ Honda Engine	MODELHM 16 Batch Capacity Bags 4 - 5½ bags Capacity Cu. Ft. (lts)16 cu.ft (453)	16 CF	to 13		hour	$	17.49
220	8414	Truck, Concrete Mixer	FREIGHTLINER 114SD with Cummins X12 455V diesel engine	11 CY Mixer		350 to 500		hour	$	81.76
221	8419	Breaker, Pavement Hand-held	Miscellaneous STANDARD 25-30 LBS	80 - 90 Lbs	90 Lbs	N/A	Includes bucket.	hour	$	1.18
222	8420	Breaker, Pavement	Arrow Master 1350			to 80	Includes bucket.	hour	$	60.79
223	8421	Vibrator, Concrete	2-7/21	2.5 in head, 16 ft shaft		to 2	Electric Powered	hour	$	2.58
224	8423	Spreader, Chip	2010 Etnyre Quad Chip Spreader	2.8 CY	2.8 CY	to 260		hour	$	105.39
225	8424	Spreader, Chip	2019 Rosco CSV	3.5 CY	3.8 CY	to 275		hour	$	150.91
226	8425	Spreader, Chip, Mounted	8-CONVEYOR - Chip Spreaders for Tail GateMounting	8 Ft	8 Ft	to 8	Includes bucket.	hour	$	4.07
227	8430	Paver, Asphalt, Towed	Layton F-525	96-144 in screed width		N/A	Includes bucket.	hour	$	12.44
228	8431	Paver, Asphalt	Caterpillar AP 455 Track	Paving Range with SE47 FM 2.4 m - 5.9 m (8' - 19' 6") Operating weight with SE47 FM 31533 lb Maximum Throughput Capacity 853 ton(US)/h		120		hour	$	262.71
229	8432	Paver, Asphalt	Caterpillar AP 555 Track	Paving Range with SE47 FM 2.4 m - 6.1 m (8' - 20') Operating weight with SE47 FM 33689 lb Maximum Throughput Capacity 1100 ton(US)/h		148		hour	$	271.01
230	8433	Paver, Asphalt	Caterpillar AP 655 Track	Paving Range with SE47 FM 2.44 - 6.25 m (8' - 20' 6") Operating weight with SE47 FM 40560 lb Maximum Throughput Capacity 1433 ton(US)/h		173		hour	$	308.47
231	8434	Paver, Asphalt	Caterpillar AP 500 Wheel	Paving Range with SE47 FM 2.4 m - 5.9 m (8' - 19' 6") Operating weight with SE47 FM 32012 lb Maximum Throughput Capacity 1100 ton(US)/h		148		hour	$	274.31
232	8435	Paver, Asphalt	Caterpillar AP 1000 Wheel	Paving Range with SE60 FM 3 m - 7.8 m (10' - 25' 6") Operating weight with SE60 FM 42620 lb Maximum Throughput Capacity 1766 ton(US)/h		225		hour	$	295.49
233	8436	Pickup, Asphalt	Cadarapids CR-MS-4 (disc. 2020)			to 120	Includes bucket.	hour	$	135.80
234	8437	Pickup, Asphalt	Cedarapids CR MS-2			to 120	Includes bucket.	hour	$	193.47
235	8438	Pickup, Asphalt	Blaw Knox MC330 (disc. 2007)			184 to 200	Includes bucket.	hour	$	303.18
236	8439	Pickup, Asphalt	Roadtec MTV-1000C		MTV 1000C	to 275	Includes bucket.	hour	$	472.05
237	8440	Striper, Self Propelled	Graco LineLazer 3400 Airless Line Striper	Single Bucket	15 Gallon Bucket	to 5	Includes bucket.	hour	$	14.75
238	8441	Striper, Self Propelled	Graco LineLazer V 200DC Standard Line Striper, Dua	Dual Bucket	2x10 Gallon Buckets	to 6.5	Includes bucket.	hour	$	23.62
239	8442	Striper, Self Propelled	Graco LineLazer V 250DC	Dual Bucket	2x25 Gallon Buckets	to 13	Includes bucket.	hour	$	45.28
240	8445	Striper, Truck Mounted	RoadLazer RoadPak HD System, Option HD3: 2-Pump, 1350 lb Bea	1,350-pound bead tank	1,350-pound bead tank	to 19	Includes bucket.	hour	$	43.79
241	8447	Paver Accessory - Belt Extension	Miscellaneous 30 X 60'	30" x 60'	30" x 60'	N/A	Includes bucket.	hour	$	28.48
242	8450	Plow, Snow, Mounted Grader	VP-10 - Grader Snow Removal Equipment	126 in (10.5-FT)	to 10 Ft	N/A	8331 Grader not included	hour	$	19.69
243	8451	Plow, Snow, Mounted Grader	SW-14 - Grader Snow Removal Equipment	168 in (14-FT)	to 14 Ft	N/A	8332 Grader not included	hour	$	23.66
244	8452	Plow, Truck Mounted	One Way Plow	13 Ft	to 15 Ft	N/A	8722 truck not included	hour	$	13.80
245	8453	Plow, Truck Mounted	V-Plow R11 Leveling Wing	11 Ft	to 15 Ft	N/A	With leveling wing. Include 8722 truck for total cost	hour	$	29.92
246	8455	Spreader, Sand	TAILGATE	Tailgate, Chassis mounted	Tailgate, Chassis	PTO	Truck not included	hour	$	5.60
247	8456	Spreader, Sand	DUMP BODY	Dump Body mounted	Dump Body	PTO	Truck not included	hour	$	7.73
248	8457	Spreader, Sand	TRUCK MNT	Truck Mounted, (10yd)	Truck (10yd)	N/A	Truck not included	hour	$	10.47
249	8458	Spreader, Chemical	Miscellaneous 5 Spreader	5.0 cu yd	5 CY	to 4	Trailer & truck mounted.	hour	$	6.47
250	8465	Pump, Trash Pump	6" Diesel Trash Pump Trailer Mount	6 In Pump	6 In Pump	to 23	High flow trash pump delivers up to 59,400GPH	hour	$	56.67

251	8466	Pump, Trash Pump	4" Diesel powered Trash Pump	4 In Pump	4 In Pump	to15	High flow trash pump delivers up to 37,200GPH	hour	$	27.38
252	8467	Pump, Trash Pump	3" Diesel powered Trash Pump	3 In Pump	3 In Pump	to 5	High flow trash pump delivers up to 18,000GPH	hour	$	13.06
253	8468	Pump, Trash Pump	2" Diesel powered Trash Pump	2 In Pump	2 In Pump	to 5	High flow trash pump delivers up to 12,000GPH	hour	$	9.31
254	8469	Pump - Stormwater Custom	Catepillar/Lufkin/Fairbanks-Morse	1740 CFS		5400		Hour	$	1,743.10
255	8470	Pump, Lightweight Centrifugal	6M Alum./PORT.	1.5 In pump	2 In pump - 10,000 gal/hr.	to 4.5	6,500 gph, Hoses not included.	hour	$	3.10
256	8471	Pump, Lightweight Centrifugal	8M Alum./PORT.	2 In Pump	2 In Pump - 3,000 gal/hr.	to 6	3,000 gph, Hoses not included.	hour	$	3.09
257	8472	Pump, Lightweight Centrifugal	18M ALUM./PORT.	3 In Pump	3 In Pump - 18,000 gal/hr.	to 10	18,000 gph, Hoses not included.	hour	$	2.43
258	8473	Pump, Heavy Duty Centrifugal	20M GASOLINE ELECTRIC START	3 In Pump		15		hour	$	9.18
259	8474	Pump, Electric Submersible	Miscellaneous 4 Three Phase 25 HP	4 In Pump	4 In Pump	to 25	Hoses not included.	hour	$	8.20
260	8475	Pump, Electric Submersible	Miscellaneous 6 Three Phase 35 HP	6 In Pump				hour	$	18.43
261	8476	Pump, Centrifugal	40M GASOLINE ELECTRIC START	4 In Pump	4 In Pump	to 60	40,000 gph, Hoses not included.	hour	$	25.62
262	8477	Pump, Centrifugal	90M GASOLINE ELECTRIC START Pump	6 In Pump	6 In Pump	to 95	90,000 gph, Hoses not included.	hour	$	33.54
263	8478	Pump, Centrifugal	350M DIESEL ELECTRIC START Pump	12 In Pump	12 In Pump	to 140	350,000 gph, Hoses not included.	hour	$	34.82
264	8486	Aerial Lift, Truck Mounted	ALTEC AA55 MOUNTED ON 2024 FREIGHTLINER BUSINESS CLASS M	Ground to Bottom of Platform*55.1 ft (16.8 m) Maximum Side Reach:43.1 ft (13.1 m) Boom Articulation (Lower Boom)0 to 120° RotationContinuous	55 FT		Including Truck	hour	$	62.86
265	8487	Aerial Lift, Truck Mounted	LTEC AH85B MOUNTED ON 2024 FREIGHTLINER BUSINESS CLASS	Ground to Bottom of Platform*80 ft (24.4 m) Maximum Side Reach:48 ft (14.6 m) Boom Articulation (Lower Boom)0 to 95° RotationContinuous	80 FT		Including Truck	hour	$	65.87
266	8488	Aerial Lift, Truck Mounted	LTEC AN67-E100 MOUNTED ON 2018 INTERNATIONAL WORKSTA	Ground to Bottom of Platform*100 ft (30.5 m) Maximum Side Reach:52.7 ft (16.1 m) Boom Articulation (Lower Boom)0 to 120° RotationContinuous	100 FT		Including Truck	hour	$	68.03
267	8489	Aerial Lift, Truck Mounted	LTEC AH125 MOUNTED ON 2018 FREIGHTLINER BUSINESS CLASS	Ground to Bottom of Platform*:120 ft (36.6 m) Maximum Side Reach50.4 ft (15.4 m) Boom Articulation (Lower Boom)0 to 87° RotationContinuousRotationContinuous	120 FT		Including Truck	hour	$	78.43
268	8490	Aerial Lift, Self Propelled	JLG 340AJ Articulating Boom Lift	Horizontal Outreach:19–ft 11–in Platform Capacity Unrestricted:500–lb Max Platform Height:33–ft 10–in	33 FT	25		hour	$	38.27
269	8491	Aerial Lift, Self Propelled	JLG 450AJ HC3 Articulating Boom Lift	Horizontal Outreach: 25–ft 0–in Max Platform Capacity: 1,000–lb Max Platform Height: 45–ft 0–in	45 FT	60		hour	$	48.28
270	8492	Aerial Lift, Self Propelled	JLG 600AJ HC3 Articulating Boom Lift	Horizontal Outreach: 40–ft 6–in Max Platform Capacity: 1,000–lb Max Platform Height: 60–ft 0–in	60 FT	84		hour	$	59.10
271	8493	Aerial Lift, Self Propelled	JLG 800AJ HC3 Articulating Boom Lift	Horizontal Outreach: 52–ft 3–in Max Platform Capacity: 1,000–lb Max Platform Height: 80–ft 4–in	80 FT	84		hour	$	65.19
272	8494	Aerial Lift, Self Propelled	JLG 1250AJP Articulating Boom Lift	Horizontal Outreach: 63–ft 2–in Max Platform Capacity: 1,000–lb Max Platform Height: 125–ft 8–in	125 FT	75		hour	$	151.13
273	8495	Aerial Lift, Self Propelled	JLG 1500AJP Articulating Boom Lift	Horizontal Outreach: 75–ft 0–in Max Platform Capacity: 1,000–lb Max Platform Height: 150–ft 0–in	150 FT	100		hour	$	176.48
274	8496	Crane, Truck Mounted	2025 MANITEX 1970C MOUNTED ON 2025 PETERBILT 537	19,000 LBS	19,000 LBS	to 240		hour	$	48.09
275	8497	Crane, Truck Mounted	2024 MANITEX 2281T MOUNTED ON 2024 PETERBILT 567	46,000 LBS	46,000 LBS	to 510		hour	$	53.07
276	8498	Crane, Truck Mounted	2024 MANITEX 30100C MOUNTED ON 2024 PETERBILT 548	60,000 LBS	60,000 LBS	to 510		hour	$	83.67
277	8500	Crane, Yard	2013 SHUTTLELIFT CD5520	20 ton capacity	20 ton capacity	to 100		hour	$	113.69
278	8501	Crane, Rough Terrain	Broderson RT-300-2C	29983 lbs/15 tons		155		hour	$	293.14
279	8502	Crane, All Terrain	2007 GROVE GMK2035E	69886 lbs/34.9 tons		157		hour	$	226.10
280	8503	Crane, All Terrain	2006 GROVE GMK3055	119931 lbs/60 tons		349		hour	$	285.76
281	8504	Crane, Crawler Mounted Lattice Boom	American HC-125 (disc. 2004)	250004 lbs/125 tons		245		hour	$	338.94
282	8510	Saw, Concrete	Miscellaneous 4.6-14MC	14 In	14 In	to 14		hour	$	12.69
283	8511	Saw, Concrete	Diamond CC6571D DIESEL LIQUID COOLED WALK BEHIND SAW	Interchangable Blade	14 to 42 IN	to 71		hour	$	27.60
284	8512	Saw, Concrete	Diamond CC9074DK Deep Cut Saw	60 IN	60 IN	to 74		hour	$	50.69
285	8514	Chain Trencher, Wheel Mounted	Vermeer V120	60 in depth	31 in depth	to 116	60 in depth. Now saved in EW as V120.	hour	$	286.18
286	8517	Jackhammer (dry)	Miscellaneous 25DRY	25 lbs	25	Air	Pneumatic Powered	hour	$	1.64
287	8518	Jackhammer (wet)	Miscellaneous 30WET	30 lbs	30	Air	Pneumatic Powered	hour	$	1.68
288	8521	Scraper	Caterpillar 631 (2019)	34 yard		to 570	Includes bucket.	hour	$	341.78
289	8522	Scraper	Caterpillar 651	44 yard		to 629	Includes bucket.	hour	$	504.75
290	8524	Scraper	Caterpillar 621 (2012)	24 yard		to 407	Includes bucket.	hour	$	221.18
291	8540	Loader, Skid Steer	Bobcat S70			to 24	Includes bucket.	hour	$	31.06
292	8541	Loader, Skid Steer	Bobcat S76			to 74	Includes bucket.	hour	$	45.23
293	8542	Loader, Skid Steer	Bobcat S86			to 105	Includes bucket.	hour	$	60.67
294	8549	Snow Plower, Salt Spreader	Henderson FSH-I Spreader	8.9 CY	8.9 CY	3.5	Includes bucket.	hour	$	16.96
295	8550	Snow Blower, Truck / loader Mounted	WAUSAU SNOGO LR-44	114 in Cutting Width	114 in Cutting Width	325		hour	$	83.95

296	8551	Snow Blower, Truck Mounted	WAUSAU SNOGO 2000	102 in Cutting Width	102 in Cutting Width	218		hour	$ 111.34
297	8552	Snow Blower, Truck Mounted	WAUSAU SNOGO 3000	114 in Cutting Width	114 in Cutting Width	300		hour	$ 136.98
298	8553	Snow Blower, Truck Mounted	WAUSAU SNOGO 4000	120 in Cutting Width	120 in Cutting Width	400		hour	$ 162.44
299	8558	Snow Thrower, Walk Behind	Toro Power Max® 826 OE (37780)	40 ft throwing distance		5	Includes bucket.	hour	$ 3.69
300	8559	Snow Thrower, Walk Behind	Toro 74523 MultiForce 60-in Blower			TO 25		hour	$ 16.79
301	8559.1	SnowBroom	Oshkosh H-2518 Airport Runway Sweeper with 18' MB sweeper head			450-500		hour	$ 246.37
302	8560	Snow Blower, Self Propelled	RPM Tech TM36R Self-Propelled Snow Blower	3,500 Ton / hr	3,500 Ton / hr	to 385		hour	$ 189.90
303	8561	Snow Blower, Self Propelled	RPM Tech TM42R Self-Propelled Snow Blower	4,800 Ton / hr	4,800 Ton / hr	to 450		hour	$ 171.31
304	8561.1	Snow Blower	MTE Snow Mauler					hour	$ 317.59
305	8561.2	Snow Blower	Vammas PSB 4500MTE					hour	$ 331.33
306	8563	The Vammas 4500	Snow Remover	Working width 4.5 m		385	Includes bucket.	hour	$ 298.64
307	8564	The Vammas 5500	Snow Remover	Working width 5.5 m		460	Includes bucket.	hour	$ 328.24
308	8565	Oshkosh Pavement Sweeper	2005 Oshkosh H-Series Runway Broom (Model HB-2723)			420	Includes bucket.	hour	$ 245.82
309	8569	Dust Control De-ice Unit	Hydro Pump with 100-ft of 1/2-in hose					hour	$ 4.69
310	8572	Loader-Backhoe, Wheel	CAT Center-Pivot Backhoe Loader420	Net Power - SAE J1349 92 HP (68 kW) / 103 HP (76 kW) Dig Depth - Standard 14 ft Operating Weight - Maximum 24251 lb	14 FT	103		hour	$ 110.03
311	8573	Loader-Backhoe, Wheel	CAT Center-Pivot Backhoe Loader450	Net Power - SAE J1349:2011 131 hp Dig Depth - Standard 17 ft Operating Weight - Maximum 29321 lb	17 FT	131		hour	$ 128.68
312	8580	Distributor, Asphalt	2008 LEEBOY L500	550 gal	550 gal	16		hour	$ 14.97
313	8581	Distributor, Asphalt	Miscellaneous 1000G	1000-gal	1000-gal	38		hour	$ 33.08
314	8582	Distributor, Asphalt	Miscellaneous 2000G	2000-gal	2000-gal		PTO	hour	$ 32.92
315	8583	Distributor, Asphalt	Miscellaneous 4000G	4000-gal	4000-gal		PTO	hour	$ 58.07
316	8584	Distributor	Etnyre Chip Spreader	13-FT	13-FT	to 210		hour	$ 129.06
317	8590	Trailer, Rear Dump	25DU-20 BIG TEX 20' DUMP TRAILER 13 TON 25,000 GVWR 8×20	23.7 CY Dump Trailer		N/A		hour	$ 9.00
318	8591	Trailer, Rear Dump	2016 East EAST MANUFACTURING CORP End Dump Trailer	30 CY Dump Trailer		N/A		hour	$ 17.18
319	8600	Trailer, Equipment	2025 Big Tex Trailers 16TL Super Duty Tilt Bed Equipment Trailer	Width: 83" Length: 20', 22' GVWR: 17,500 lbs Cargo Capacity: 12,560—13,420 lbs				hour	$ 13.61
320	8601	Trailer, Equipment	Kaufman Trailers tri-axle	30 FT, 62,000 GVWR				hour	$ 15.80
321	8602	Trailer, Equipment	Miscellaneous DROP 3 60	60 ton		N/A		hour	$ 21.05
322	8603	Trailer, Equipment	Miscellaneous FLUSH 4 120	120 ton		N/A		hour	$ 33.95
323	8610	Trailer, Water	Miscellaneous 1200 4000	4000 gallon		N/A		hour	$ 17.09
324	8611	Trailer, Water	Miscellaneous 1200 6000	6000 gallon		N/A		hour	$ 24.45
325	8612	Trailer, Water	Miscellaneous 1500 10000	10000 gallon		N/A		hour	$ 30.77
326	8613	Trailer, Water	Miscellaneous 1500 14000	14000 gallon		N/A		hour	$ 37.74
327	8614	Truck - Water Tanker	FREIGHTLINER BUSINESS CLASS M2 106 PLUS	4000 galon tank		to 300		hour	$ 45.16
328	8621	Tub Grinder	Morbark 1000 Tub Grinder	up to 40 ton per hour		to 577		hour	$ 165.82
329	8622	Tub Grinder	Morbark 1300 Tub Grinder	up to 80 ton per hour		to 1050		Hour	$ 249.83
330	8623	Tub Grinder	Morbark 1600 Tub Grinder	up to 190 ton per hour		to 1200		hour	$ 352.95
331	8627	Horizontal Grinder	Vermeer HG6000 Horizontal Grinder			630		hour	$ 96.28
332	8628	Stump Grinder	2021 Vermeer SC852	23 IN Cutterwheel Diameter		74		hour	$ 55.28
333	8629	Stump Grinder	2024 Vermeer SC1052	26 IN Cutterwheel Diameter		115		hour	$ 56.33
334	8630	Sprayer, Seed	Reinco HG-5-HA, Trailer Mounted			20		hour	$ 10.07
335	8631	Sprayer, Seed	Reinco HG-10GXA2, Trailer Mounted			35	Single Drum	hour	$ 22.28
336	8632	Sprayer, Seed	Reinco HG-30GX, Truck Mounted			115		hour	$ 50.34
337	8633	Mulcher, Trailer Mntd	Finn B70			33.5		hour	$ 22.32
338	8634	Mulcher, Trailer Mntd	Reinco M65			54		hour	$ 27.99
339	8635	Mulcher, Trailer Mntd	Reinco M90			115		hour	$ 41.38
340	8636	Scraper	Wirtgen WR2400			563		hour	$ 492.02
341	8637	Trailer (Off Highway Bottom Dump)	Load King 2842	28.0 cu yd				hour	$ 25.30
342	8638	Rake	Barber Beach Sand Rake 600HD	15 feet (5m)				hour	$ 18.73
343	8639	Chipper	Wildcat 626 Cougar					hour	$ 42.44
344	8640	Trailer, Office	Miscellaneous 8X24					hour	$ 1.99
345	8641	Trailer, Office	7×12 Office Trailer					hour	$ 2.43
346	8642	Trailer, Office	0' Mobile Office Command Trailer w/ AC/Heat (Bathroom Optional)					hour	$ 14.90
347	8644	Trailer, Covered Utility Trailer	7-ft x 16-ft					hour	$ 6.29
348	8645	Trailer, Shower	12 Station Portable Restrooms Trailer | Luxury Series					hour	$ 44.99
349	8650	Trencher	Seaman-Parsons T20			20		hour	$ 49.22
350	8651	Trencher	Seaman-Parsons T500			58		hour	$ 72.37

351	8652	Trencher/Ditcher	New Holland B115B (disc. 2012)	1.5CY	1.5CY	108		hour	$ 73.50
352	8653	Trencher/Ditcher	New Holland T8.330 (disc. 2014)			284		hour	$ 151.12
353	8654	Trench Burner	Through-Pu average 10 to 12 Tons per hour	McPherson Systems air curtain destructor	nozzle length- 30 foot.	75		hour	$ 20.79
354	8660	Plow, Cable	Case MAXI-SNEAKER C (disc. 2003)	24-in	24-in	33.5		hour	$ 18.74
355	8661	Plow, Cable	Seaman-Parsons DP-60	18-in	18-in	82		hour	$ 57.52
356	8662	Plow, Cable	Seaman-Parsons DP-100	42-in	42-in	110		hour	$ 64.42
357	8670	Derrick, Hydraulic Digger	Miscellaneous 60/12- Hydraulic DiggerDerricks					hour	$ 27.09
358	8671	Derrick, Hydraulic Digger	Miscellaneous 990/14 - Hydraulic DiggerDerricks					hour	$ 47.61
359	8672	Movax SP-60	28-32 ton Head			178		hour	$ 134.98
360	8673	Truck, Concrete Mixer	Mixer Capacity = 13 cy	13-CY	13-CY	285.0	Saved in EW as 8680-1. Somehow was changed from Truck, Fire Aerial Platform to concrete mixer.	hour	$ 93.46
361	8680	Truck, Fire, Engine Type 1	KME K-180 Side Mount Pumper	Waterous CSU 1500 GPM FRC InControl Pressure Governor 1000 Gallons Water 20 Gallons Foam Pre-Connects: (2) 1-3/4" Crosslays, (1) 2-1/2" Crosslay and 1-1/2" Front Trashline Discharges: (1) 2-1/2" Left, Right and Rear, (1) LDH Discharge right, Deck Gun TFT Extenda-Gun on Deluge Riser UPF Water Tank	Pump GPM:1500 Tank Size:1000 GA	to 500		Hour	$ 162.44
362	8681	Truck, Fire, Engine Type 2	Freightliner	Hale QMAX 1500 GPM Top-Mount Pump 1500 Gallon Polypropylene Tank Driver's Side Discharges: (2) 2 1/2" Front Discharges: (1) 2" Crosslays/Speedlays: Crosslays: (2) 1 3/4" Officer's Side Discharge: (2) 2 1/2" Rear Discharges: (1) 2 1/2" Driver's Side Suction: (1) 2 1/2", (1) 6" Officer's Side Suction: (1) 2 1/2", (1) 6" Deck Gun Included	Pump GPM:1500 Tank Size:1500 GA	350		Hour	$ 115.72
363	8682	Truck, Fire, Engine Type 3	Freightliner		Pump GPM:500 Tank Size:500 GA	350		hour	$ 90.66
364	8683	Truck, Fire, Engine Type 4	International		Pump GPM:50-250 Tank Size:800 GA	350		hour	$ 81.58
365	8684	Truck, Fire, Type 5, 6 & 7	Cummins 6.7L Diesel EngineAisin AS69RC Automatic Transmission	Pump & Tank Hale HPX200 160 GPM Pump 450 Gallon Tank 12 Gallon Foam Cell	Pump GPM:160 Tank Size:450 GA	350		hour	$ 82.87
366	8685	Truck, Fire, Aerial Ladder	107' Heavy-Duty Aerial Ladder	Flow Capacity1,500 gpm Hosebed Capacity1,000' of 5" or split load 700' of 5" & 600' of 3" hose Ladder ComplementMinimum of 115' Ladder Reach107' Vertical / 100' Horizontal Operating Range10° to 77° Payload Capacity750 lb dry / 500 lb wet Pump RangeWaterous, Hale, Darley Midship, PTO TankUp to 500 gallons Wind or Ice RatingsUp to 50 mph winds and 1/4" of ice		500		hour	$ 260.51
367	8686	Truck, Fire, Aerial Platform	110' Heavy-Duty Aerial Platform	Flow Capacity1,250 gpm (4,732 L/m) Hosebed Capacity1,000' (304.8m) of 5" (12.7cm) or split load 700' (213.4m) of 5" (12.7cm) & 600' (182.9m) of 3" (7.6cm) hose Ladder ComplementMinimum of 115' (35.1m) Ladder Reach110' (33.5m) Vertical / 90' (27.4m) Horizontal Operating Range10° to 77° Payload Capacity750 lb dry / 500 lb wet (340kg dry/227kg wet) Pump RangeWaterous, Hale, Darley Midship, PTO TankUp to 500 gallons (1,892L) Wind or Ice RatingsUp to 35 mph (56 km/h) winds and .25" (.64cm) of ice		500		hour	$ 346.39
368	8687	Truck, Fire, Articulating Boom	55' or 61' reach (16.76m or 18.59m)	Flow Capacity1,000 gpm (3,785 L/m)Hosebed CapacityVaries depending on configuration Ladder ComplementMinimum of 48'ladder Reach55' or 61' (16.76m or 18.59m) Vertical / 45'5" or 51' (13.84m or 15.55m) Horizontal Operating Range-5° to 85°Payload Capacity500 lb dry / 250 lb wet Pump RangeWaterous, Hale, Darley Midship, PTOTankVaries depending on configuration Wind or Ice RatingsUp to 20 mph (32km/hr) winds and 1/4" (.64cm) of ice		500		hour	$ 260.51

369	8688	Truck, Fire, Tractor Ladder	107' Heavy-Duty Tiller Aerial Ladder	Flow Capacity1,500 gpmHosebed Capacity1,000' of 5" Ladder ComplementUp to 250' (depending on configuration)ladder Reach107' Vertical / 100' Horizontal Operating Range10° to 77°Payload Capacity750 lb dry / 500 lb wet Pump RangeWaterous, Hale, Darley Midship, PTOTankUp to 300 gallons Wind or Ice RatingsUp to 50 mph winds and 1/4" of ice		500			$ 289.13
370	8689	Truck, Fire, Support Water Tender S1	al HV 613 with an International A-26 engine, 450 HP, and 1750 lb.ft of torque.		Tank Min Capacity (Gal): 4000 Pump Min Flow (GPM): 300 PSI: 50 Max Refill Time (Mins): 30	450		hour	$ 116.08
371	8690	Truck, Fire, Support Water Tender S2	F-L M2 106, 360EV HP, 2 Door, Single Axl		Tank Min Capacity (Gal): 2500 Pump Min Flow (GPM): 200 PSI: 50 Max Refill Time (Mins): 20	360		hour	$ 99.79
372	8691	Truck, Fire, Support Water Tender S3	F-L M2 106, 360EV HP, 2 Door, Single Axl		Tank Min Capacity (Gal): 1000 Pump Min Flow (GPM): 200 PSI: 50 Max Refill Time (Mins): 15	360		hour	$ 107.70
373	8692	Truck, Fire, Tactical Water Tender T1	INTL HV 507 SFA		Tank Min Capacity (Gal): 2000 Pump Min Flow (GPM): 250 PSI: 150	350		hour	$ 98.04
374	8693	Truck, Fire, Tactical Water Tender T2	INTL HV 507 SFA		Tank Min Capacity (Gal): 1000 Pump Min Flow (GPM): 250 PSI: 150	350		hour	$ 97.76
375	8700	Truck, Flatbed	Miscellaneous 4X2 15KGVW DSL			200		hour	$ 33.37
376	8701	Truck, Flatbed	Miscellaneous 4X2 25KGVW GAS			275		hour	$ 50.90
377	8701.1	Truck, Flatbed	Miscellaneous 4X2 25KGVW DSL			200		hour	$ 33.69
378	8702	Truck, Flatbed	Miscellaneous 4X2 30KGVW DSL			217		hour	$ 43.00
379	8703	Truck, Flatbed	Miscellaneous 6X4 45KGVW DSL			380		hour	$ 65.09
380	8708	Trailer, semi	48ft spread axle flatbed					hour	$ 10.38
381	8709	Trailer, semi	Enclosed 48ft, 2 axle trailer					hour	$ 11.57
382	8710	Trailer, semi						hour	$ 11.17
383	8711	Flat bed utility trailer	Non-Tilt Deck Utility Trailers - TOW 2 1 6			NA		hour	$ 2.88
384	8711.1	Sewer Camera Inspection Truck	ewer Inspection Trucks, Reefer/Refrigerated Truck, Cutaway-Cube Van - E450					hour	$ 16.71
385	8711.2	Sewer Inspection Camera	Aries Pathfinder System Control Center, Work Station					hour	$ 98.03
386	8712	Cleaner, Sewer/Catch Basin	Mongoose Jetters Model 123 Sewer Jetter (12 GPM @ 3000 PSI)	Pump: 12 GPM @ 3000 PSI Tank Capacity: 150 Gallons Engine: 24 hp 690 cc Gas Hose Reel: 3/8" Hose, 250' Capacity Axle: 3,500lbs (single axle trailer)	Pump: 12 GPM @ 3000 PSI Tank Capacity: 150 Gallons	24		hour	$ 19.58
387	8713	Cleaner, Sewer/Catch Basin	Mongoose Jetters Model 254 Sewer Jetter (25 GPM @ 4000 PSI)	Tank Capacity: 300-600 gallons Pump: 25 GPM @ 4000 PSI Engine: 74hp Tier IV Turbo Diesel Engine Hose Reel: 5/8" Hose, 500' Capacity Axle: 7,000lbs	Pump: 25 GPM @ 4000 PSI Tank Capacity: 300-600 gallons	74		hour	$ 25.32
388	8714	Combined Sewer Cleaning	Vacuum Truck 800 Gal Spoils/400 Gal Water			74		hour	$ 29.07
389	8714.1	Vector Combine Vaccum Truck	International 7500 Vactor 2100 Plus Hydro Excavation Vacuum Tr	12 CY Debris Tank 8" Suction Hose	13 CY Debris Tank 8" Suction Hose	310		hour	$ 99.66
390	8714.2	Combined Sewer Cleaning		1500 gal Water	1500 gal Water	N/A		hour	$ 23.75
391	8714.3	Combined Sewer Cleaning		500-1500 gals	500-1500 gals	N/A		hour	$ 16.44
392	8714.4	Combined Sewer Cleaning (Accessory	Miscellaneous SH-4/25	4-IN	4-IN	0	50-FT of 4-IN hoses @$0.60/Hour for Vac Truck	hour	$ 0.27
393	8715	Truck, Hydro Vac	500-gal debris tank;			N/A		hour	$ 21.27
394	8716	Leaf Vac	XtremeVac DCL800SM Series Leaf Loader Truck Mounted	Aux Engine is a 74 HP John Deere T4F Diesel Engine. Engine Remote Oil Drain. DCL Bottom Exhaust for Box. Wireless CAN Bridge Between Cab and HL Body. 28" Suction Impeller with (6) 3/8" Thick T-1 Steel Blades, 3 Groove Power Band Belt Driven, 40 Gallon Poly Fuel Tank. Electronic Engine Controls with Safety Shut Downs. 13" Clutch Assembly with 2.25" PTO Shaft and Safety Engagement. 16" x 144" Urethane Suction Hose with Steel Nozzle. 1/4" Thick Skid Deck with Channel Members on Ends.	25 CY	N/A	2024 ODB DCL800SM25HL	hour	$ 64.60
395	8719	Litter Picker	Miscellaneous TRAC MOUNT ENG DRIV	Broom Length 72.0 in		18		hour	$ 8.27
396	8720	Truck, Dump	2026 FREIGHTLINER BUSINESS CLASS M2 106	7-CY	7-CY	330		hour	$ 55.28

397	8721	Truck, Dump	2026 FREIGHTLINER BUSINESS CLASS M2 106	9-CY	9-CY	350		hour	$ 100.63
398	8722	Truck, Dump	2025 FREIGHTLINER BUSINESS CLASS M2 106 PLUS	12-CY	12-CY	350		hour	$ 120.74
399	8723	Truck, Dump	2025 FREIGHTLINER 108SD	14-CY	14-CY	470		hour	$ 122.94
400	8724	Truck, Dump	2025 FREIGHTLINER 114SD PLUS	18 CY	18 CY	525		Hour	$ 147.99
401	8730	Truck, Garbage				255		Hour	$ 62.97
402	8731	Truck, Garbage				325		Hour	$ 69.44
403	8733	E=BAM Services						Hour	$ 3.60
404	8734	Attentuator, Safety	Scorpion II® TMA Truck Mounted Attenuator	Weight1,975 lbs (900kg)LengthTravel/Storage 2' 5" (.74 m)Deployed 12' 10" (3.93 m)Width8' (2.45 m)HeightTravel/Storage 10' 6" (3.05 m)Deployed 12" ± 1" (305 mm ± 24.4 mm)				Hour	$ 4.53
405	8735	Truck, Attenuator	2025 MACK MD6	2025 Mack MD64 with Curry Supply Crash Attenuator Body. Truck equipped with Cummins ISB6.7 300HP, Allison 2500 RDS Automatic 6speed Transmission.		300		Hour	$ 4.90
406	8736	Truck, Tow	ER Rollback Tow Truck, Roll Off Truck, Flatbed Truck - BUSINESS CI	FLOOR CAPACITY – 20,000LBS WINCH CAPACITY – 15,000LBS TOW BAR LIFT – 8,000LBS	GVW TOTAL – 33,000LBS	350		Hour	$ 51.83
407	8744	Van, Custom	2025 Sprinter Cab Chassis	Payload Capacity:6,345 to 7,418 lbs Seating Capacity:2-3 Max Available GVWR:11,030 lbs Base Curb Weight:4,685 lbs Max Available GCWR:15,249 lbs Max Towing:7,500 lbs [1]	Wheelbase:170 in	211		Hour	$ 33.29
408	8745	Van. Cargo	2025 Sprinter Cargo Van	Payload Capacity:6,250 lbs Seating Capacity:2-3 Cargo Volume:469 cu ft Max Available GVWR:12,125 lbs Max Towing:7,500 lbs	170" Extended Wheelbase High Roof	211		Hour	$ 35.13
409	8747	Van, Passenger	2025 Sprinter Passenger Van	Payload Capacity:3,109 lbs Seating Capacity:15 Cargo Volume:117 cu ft Max Available GVWR:9,480 lbs	15 Passenger	211		Hour	$ 27.90
410	8748	Van, Small Cargo	2025 Metris Cargo Van	Payload Capacity:2,150 lbs Seating Capacity:2 Towing Capacity:5,000 lbs [1] Cargo Volume:199.2	Wheelbase:135 in	208		Hour	$ 23.42
411	8749	Van, Small Passenger	2025 Metris Passenger Van	Payload Capacity:1,720 lbs Seating Capacity:8 Cargo Volume:37.43 Cu. Ft	8 Passenger	208		Hour	$ 23.86
412	8750	Vehicle, Small						Hour	$ 8.22
413	8753	Vehicle, Recreational						Hour	$ 5.13
414	8754	Motor Coach	GVW=50534, 56 Passenger + 1-Driver			430		Hour	$ 82.69
415	8755	Golf Cart						Hour	$ 6.68
416	8761	Vibrator, Concrete	Miscellaneous 2-7/21 - Motor-in-Head			2	Added from EW	Hour	$ 1.79
417	8770	Welder, Portable	Miller Bobcat 230 (Kohler) Engine Driven Welder 907824	Output Range DC stick 20–230 A MIG/flux-cored 14–25 V Auxiliary Power Output Rated at 104°F (40°C) 11,000 watts peak, 9,500 watts continuous				Hour	$ 5.33
418	8771	Welder, Portable	Miscellaneous DIESEL 300 DC-CC		33	33	Added from EW	Hour	$ 10.98
419	8772	Welder, Portable	Miller Big Blue 600 Pro (Kubota) Deluxe w/ArcReach 907737001	Output Range DC stick/TIG 20–600 A DC MIG/FCAW 15–50 V Auxiliary Output Rated at 104°F (40°C) 3-phase 27,000 watts peak, 20,000 watts continuous 1-phase 15,000 watts peak, 12,000 watts continuous				Hour	$ 19.79
420	8773	Welder, Portable	er Big Blue 800 Duo Air Pak (Deutz) Diesel Welder w/WIC & ArcRe	Output Range Single weld mode CC: 40–800 A, CV: 15–50 V Dual weld mode CC: 20–400 A, CV: 15–50 V Auxiliary Output Rated at 104°F (40°C) 3-phase 27,000 watts peak, 20,000 watts continuous 1-phase 15,000 watts peak, 12,000 watts continuous				Hour	$ 20.17
421	8780	Truck, Water	Miscellaneous DSL 4X2 2500		2500	150	Added from EW	Hour	$ 35.05
422	8781	Truck, Water	Miscellaneous BB2 DSL 6X4 4000 (disc. 1994)		4000	250	Added from EW	Hour	$ 53.72
423	8789	Truck, Tractor	FREIGHTLINER BUSINESS CLASS M2 106 PLUS 4X2		26,001 - 33,000 pounds	to 350		Hour	$ 75.13
424	8790	Truck, Tractor	FREIGHTLINER BUSINESS CLASS M2 106 6X4		33,001 to 52,000 pounds	to 450		Hour	$ 91.10
425	8793	Truck	Ford F-450 Cutaway Truck (disc. 2018)		390	390	Added from EW for 2022	Hour	$ 66.13
426	8794	Truck, Freight	Dodge Ram Chassis 5500		275	275	Added from EW for 2022	Hour	$ 27.84
427	8795	Truck, backhoe carrier	Miscellaneous 4X2 25KGVW DSL		380	380	Added from EW for 2022	Hour	$ 34.28
428	8796	Truck, freight	Enclosed w/lift gate. Heavy duty, class 7					Hour	$ 36.72
429	8797	Truck, freight	M2-106 4x2 Diesel (disc. 2015)			250		Hour	$ 54.34
430	8800	Truck, Pickup	Any Size Pick Up Per Mile cost					Mile	$ 0.70
431	8801	Truck, Pickup	Miscellaneous 4X2 1/2 160 CONV DSL			160	Added from EW	Hour	$ 17.51
432	8802	Truck, Pickup	4X2 1 195 CONV DSL			195	Added from EW	Hour	$ 17.45
433	8803	Truck, Pickup	4X2 1 1/4 360 CONV DSL			360	Added from EW	Hour	$ 27.82
434	8804	Truck, Pickup	4X2 1 1/2 300 CONV DIESEL			310	Added from EW	Hour	$ 29.09
435	8805	Truck, Pickup	Miscellaneous 4X2 1 3/4 360 CONV DSL			360	Added from EW. Was 300-HP.	Hour	$ 34.02
436	8806	Truck, Pickup	Miscellaneous 4X2 3/4 160 CONV DSL			160	Added from EW	Hour	$ 14.48
437	8807	Truck, Pickup	Miscellaneous 4X4 3/4 285 CREW GAS			285	Added from EW	Hour	$ 18.71

438	8808	Truck, Pickup	4X4 1 340 CREW DSL			340	Added from EW	Hour	$ 31.54
439	8809	Truck, Pickup	4X4 1 1/4 360 CREW GAS			360	Added from EW	Hour	$ 35.27
440	8810	Truck, Pickup	4X4 1 1/2 362 CREW GAS			362	Added from EW	Hour	$ 35.75
441	8811	Truck, Pickup	4X4 1 3/4 362 CREW GAS			362	Added from EW	Hour	$ 34.59
442	8822	Truck, Loader	2023 BARKO 495B	CSI 264 Ultra Delimber, 48" Rotobec Grapple, Pitts Hydraulic Trailer, Ground Saw Ready,				Hour	$ 75.83
443	8823	Chipper- Wood Recycler	2021 BANDIT 2460T BEAST RECYCLER			560		Hour	$ 186.25
444	8824	Skidder	John Deere 640L-II (2020)			237		Hour	$ 114.41
445	8825	Skidder	John Deere 948L-II (2020)			300		Hour	$ 136.80
446	8840	Truck, service						Hour	$ 46.29
447	8841	Truck, fuel	Miscellaneous BB2 Gas 4X2 2000					Hour	$ 42.54
448	8842	Mobile Command Center Trailer						Hour	$ 182.51
449	8843	Mobile Command Center Vehicle	GVWR: 54600 lbs			up to 550		Hour	$ 333.86
450	8844	Mobile Communications Trailer	Multi-purpose Mobile Mast System	Tower trailer with generator, antena and station repeater.	Up to 60 foot height				$ 13.46
451	8870	Light Tower	Generac MLT4080 8kW Mobile LED Light Tower	25 FT	25 FT	to 13	Added from EW	Hour	$ 8.71
452	8871	Light Tower	Generac MLT4200 20kW Mobile Light Tower	25 FT	25 FT	to 40	Added from EW	Hour	$ 5.49
453	8872	Sand Bagger Machine	Ultimate Bagger Sandbag Filling Machine	1200 Bags per Hour Filling and Sealing	2 Cubic Yard Hopper			Hour	$ 42.95
454	8900	Helicopter	2018 Bell 407 GXI EMS- Ambulance	Ambulace				Hour	$ 2,795.22
455	8901	Helicopter	2018 Bell 407GXi	7 Place Corporate Interior (2) Crew & (5) Passengers	7 Place Corporate Interior (2) Crew & (5) Passengers			Hour	$ 1,958.83
456	8902	Helicopter	Leonardo/Agusta Westland AW169	1 person crew and can transport up to 8 passengers	1 person crew and can transport up to 8 passengers			Hour	$ 4,157.36
457	8903	Helicopter	Sikorsky S-92	2 person crew and can transport up to 22 passengers.	2 person crew and can transport up to 22 passengers.			Hour	$ 6,430.46
458	8904	Helicopter	Sikorsky S-70M Firehawk helicopter	1,000-gallon belly tank and other firefighting gear.	1,000-gallon belly tank and other firefighting gear.			Hour	$ 10,310.57
459	8906	Fixed wing	Cessna Turbo Stationair HD	Maximum Range 703 nm Maximum Cruise Speed 161 ktas Maximum Passengers 6 Maximum Range 703 NM	6 Passenger			Hour	$ 661.42
460	8907	Fixed wing	Cessna Caravan EX	Maximum Cruise Speed 186 ktas Maximum Passengers 10-14 Maximum Range 1,070 NM	10 to 14 Passengers			Hour	$ 1,530.01
461	8914	Fixed wing	Cessna SkyCourier (Passenger)	Maximum Cruise Speed 210 ktas Maximum Passengers 19 Maximum Range 920 NM	19 Passenger			Hour	$ 2,788.54
462	8915	Fixed wing	Bombardier Challenger 3500 (Jet)	Maximum Cruise Speed 882 KM/H Maximum Passengers 10 Maximum Range 3,400 NM	10 Passenger			Hour	$ 7,890.84
463	8916	Fixed wing	Bombardier Global 8000	Maximum Cruise Speed 940 KM/H Maximum Passengers 19 Maximum Range 8,000 NM	19 Passenger			Hour	$ 9,604.18
464	8943	Wire Puller Machine	UD-50 Underground Puller	Engine 8-10 Hp TBA Fuel Capacity 1.25 gallons Pulling Rope 3/8 in. dia. Steel Cable Reel Capacity 1,500 ft. (3/8 in. dia.) Skid Frame Construction Steel tubing, continuous-weld Wheel Configuration & Tires 14 x 5.5 Drop Center; ST205-75R 14BC Brakes, trailer Electric, Standard				Hour	$ 23.24
465	8944	Wire Tensioning Machine	HOGG DAVIS OLT-38 BULLWHEEL TENSIONER	Maximum Continuous Tension of 5,000 lbs @ 4 MPH Bullwheel Diameter 38in Reel Capacity 54in W x 90in D Maximum Reel Weight 8,000 lbs.				Hour	$ 18.33

Exhibit C

Maintenance Schedule Rates

Item	Rate per Hour
Equipment	FEMA Schedule of Equipment Rates as determined by 44CFR §206.228 *Allowable Costs* as amended (the Current Rates are attached as a representative sample)
Labor	Hourly Rate of the BKDD Employee that preforms the work

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice : 13136

To Owner : Waller County
836 Austin Street, Suite 103

Hempstead TX 77445

Project : 23543. Waller County 506 Upgrades & Modular Building

Application No. : 24
Period To : 3/31/2026
Project Nos : 22108.04

Distribution to :
- ☐ Owner
- ☐ Architect
- ☐ Contractor
- ☐
- ☐

From Contractor : SEDALCO, INC.
4100 Fossil Creek Blvd.
Fort Worth TX 76137

Via Architect : Brinkley Sargent Wiginton Arch

Contract For : New Construction

Contract Date : 11/7/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. **ORIGINAL CONTRACT SUM**		$230,921.00
2. **NET CHANGE BY CHANGE ORDERS**		$3,878,658.00
3. **CONTRACT SUM TO DATE**		$4,109,579.00
4. **TOTAL COMPLETED AND STORED TO DATE**		$3,948,099.87
5. **RETAINAGE:**		
a. 1.12% of Completed Work	$44,227.57 →	
b. 0.00% of Stored Material	$0.00	
Total Retainage		$44,227.57
6. **TOTAL EARNED LESS RETAINAGE**		$3,903,872.30
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**		$3,887,369.37
8. **CURRENT PAYMENT DUE**		$16,502.93
9. **BALANCE TO FINISH, PLUS RETAINAGE**		$205,706.70

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$3,878,658.00	$0.00
Total approved this month	$0.00	0.00
TOTALS	$3,878,658.00	$0.00
NET CHANGE by Change Orders		**$3,878,658.00**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SEDALCO, INC.

By: _____ Date: 03-26-2026

State of: Texas County of: Tarrant
Subscribed and sworn to before me this 26th day of March 2026

Notary Public: _____
My Commission expires: 12/12/27

STEPHANIE CASTRO
Notary Public
STATE OF TEXAS
Notary ID # 134690397
My Comm. Exp. December 26, 2027

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

APPROVED
DANNY ROTHE
WC / DF / CM
3/31/2026

AMOUNT CERTIFIED $16,502.93

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Brinkley Sargent Wiginton Arch

By: _____ Date: 3.27.26

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Item 62.

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **24**
APPLICATION DATE: **1-Apr-26**
PERIOD TO: **31-Mar-26**
ARCHITECT'S PROJECT NO.: **22108.04**

A	B	C					D	E	F	G		H	I
							WORK COMPLETED						
ITEM NO.	DESCRIPTION	SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT H VALUE	CHANGE #1 AMOUNT	EXHIBIT H VALUE	FROM PREV APPLICATIONS (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	Waller County 506 Upgrades & Modular Building Design												
1.1	BSW Design Fees	203,800.00	194,272.00	398,072.00	45,750.00	443,822.00	443,822.00	0.00		443,822.00	100%	0.00	0.00
1.2	506 Reimbursable Allowance (per Exhibit J)	10,000.00	5,000.00	15,000.00	5,000.00	20,000.00	1,066.17	0.00		1,066.17	5%	18,933.83	0.00
1.3	Preconstruction Services (per Exhibit G)	7,500.00	0.00	7,500.00	0.00	7,500.00	7,500.00	0.00		7,500.00	100%	0.00	0.00
1.4	OH&P (Design)	9,621.00	0.00	9,621.00	0.00	9,621.00	9,621.00	0.00		9,621.00	100%	0.00	0.00
2	General Field Expenses												
2.1	General Conditions	0.00	742,947.00	742,947.00	2,549.00	745,496.00	739,017.53	6,478.47		745,496.00	100%	0.00	9561.64
2.2	Insurance	0.00	20,636.00	20,636.00	0.00	20,636.00	20,636.00	0.00		20,636.00	100%	0.00	257.95
2.3	Subcontractor Bonds/SDI	0.00	37,013.00	37,013.00	0.00	37,013.00	37,013.00	0.00		37,013.00	100%	0.00	462.66
2.3	Payment & Performance Bonds	0.00	59,054.00	59,054.00	0.00	59,054.00	59,054.00	0.00		59,054.00	100%	0.00	738.18
2.4	Mobilization & Temporary Construction Facilities	0.00	40,000.00	40,000.00	0.00	40,000.00	40,000.00	0.00		40,000.00	100%	0.00	500.00
2.5	Final Clean	0.00	9,421.00	9,421.00	0.00	9,421.00	9,421.00	0.00		9,421.00	100%	0.00	117.76
2.6	OH&P (Construction)	0.00	146,830.00	146,830.00	2,407.00	149,237.00	144,758.80	4,478.20		149,237.00	100%	0.00	2033.40
3	Civil & Site Improvements												
3.1	SWPPP	0.00	16,510.00	16,510.00	0.00	16,510.00	16,510.00	0.00		16,510.00	100%	0.00	206.38
3.2	Site Utilities - Joe Kuciemba	0.00	31,920.00	31,920.00	0.00	31,920.00	31,920.00	0.00		31,920.00	100%	0.00	399.00
3.3	Site Utilities - Justice Center	0.00	109,990.00	109,990.00	0.00	109,990.00	109,990.00	0.00		109,990.00	100%	0.00	1374.88
3.4	Dirt Work - Joe Kuciemba	0.00	67,440.00	67,440.00	0.00	67,440.00	67,440.00	0.00		67,440.00	100%	0.00	843.00
3.5	Dirt Work - Justice Center	0.00	120,600.00	120,600.00	0.00	120,600.00	120,600.00	0.00		120,600.00	100%	0.00	1507.50
3.6	Concrete - Joe Kuciemba	0.00	81,978.00	81,978.00	0.00	81,978.00	81,978.00	0.00		81,978.00	100%	0.00	1024.73
3.7	Concrete - Justice Center	0.00	221,440.00	221,440.00	0.00	221,440.00	221,440.00	0.00		221,440.00	100%	0.00	2768.00
3.8	Asphalt - Joe Kuciemba	0.00	78,664.00	78,664.00	0.00	78,664.00	78,664.00	0.00		78,664.00	100%	0.00	983.30
3.9	Asphalt - Justice Center	0.00	117,996.00	117,996.00	0.00	117,996.00	117,996.00	0.00		117,996.00	100%	0.00	1474.95
3.10	Pavement Markings - Joe Kuciemba	0.00	8,610.00	8,610.00	0.00	8,610.00	8,610.00	0.00		8,610.00	100%	0.00	107.63
3.11	Pavement Markings - Justice Center	0.00	5,230.00	5,230.00	0.00	5,230.00	5,230.00	0.00		5,230.00	100%	0.00	65.38
4	Permanent Fencing												
4.1	Chain Link Fencing & Gates - Joe Kuciemba	0.00	19,686.00	19,686.00	0.00	19,686.00	19,686.00	0.00		19,686.00	100%	0.00	246.08
4.2	Chain Link Fencing & Gates - Justice Center	0.00	45,934.00	45,934.00	0.00	45,934.00	45,934.00	0.00		45,934.00	100%	0.00	574.18
5	Modular Building Accessories												
5.1	Milestone Payment #1 - 20% Due at Signing	0.00	53,797.80	53,797.80	0.00	53,797.80	53,797.80	0.00		53,797.80	100%	0.00	672.47
5.2	Milestone Payment #2 - 20% Due at Start of Work	0.00	53,797.80	53,797.80	0.00	53,797.80	53,797.80	0.00		53,797.80	100%	0.00	672.47
5.3	Milestone Payment #3 - 10% at Start of Decks, Ramps, Steps & Fencing Work at (2) 24x60 Units	0.00	26,898.90	26,898.90	0.00	26,898.90	26,898.90	0.00		26,898.90	100%	0.00	336.24
5.4	Milestone Payment #4 - 15% at Substantial Completion of (2) 24x60 Units	0.00	40,348.35	40,348.35	0.00	40,348.35	40,348.35	0.00		40,348.35	100%	0.00	504.35
5.5	Milestone Payment #5 - 10% at Start of Decks, Ramps, Steps & Fencing Work at Triple & Quadruple Wide Units	0.00	26,898.90	26,898.90	0.00	26,898.90	26,898.90	0.00		26,898.90	100%	0.00	336.24
5.6	Milestone Payment #6 - 15% at Substantial Completion of Triple & Quadruple Wide Units	0.00	40,348.35	40,348.35	0.00	40,348.35	40,348.35	0.00		40,348.35	100%	0.00	504.35
5.7	Milestone Payment #7 - 10% at Substantial Completion of Project	0.00	26,898.90	26,898.90	0.00	26,898.90	26,898.90	0.00		26,898.90	100%	0.00	336.24
6	Roofing												
6.1	Roofing - Justice Center	0.00	20,898.00	20,898.00	0.00	20,898.00	20,898.00	0.00		20,898.00	100%	0.00	261.23
7	Doors and Hardware												
7.1	Doors, Frames & Hardware - Justice Center	0.00	3,750.00	3,750.00	0.00	3,750.00	3,750.00	0.00		3,750.00	100%	0.00	46.88
8	Glass & Glazing												
8.1	Storefront Frame & Glass	0.00	44,800.00	44,800.00	0.00	44,800.00	44,800.00	0.00		44,800.00	100%	0.00	560.00
8.2	Window Film	0.00	7,500.00	7,500.00	0.00	7,500.00	7,500.00	0.00		7,500.00	100%	0.00	93.75
9	Finishes												
9.1	Metal Stud Framing & Gyp. Board	0.00	26,003.00	26,003.00	0.00	26,003.00	26,003.00	0.00		26,003.00	100%	0.00	325.04
9.2	Acoustical Ceilings & Linear Metal Ceilngs	0.00	46,274.00	46,274.00	0.00	46,274.00	46,274.00	0.00		46,274.00	100%	0.00	578.43
9.3	Painting	0.00	8,950.00	8,950.00	0.00	8,950.00	8,950.00	0.00		8,950.00	100%	0.00	111.88
9.4	Floor Protection	0.00	15,000.00	15,000.00	0.00	15,000.00	7,473.00	0.00		7,473.00	50%	7,527.00	93.41
9.5	Dancefloor Scaffolding	0.00	32,888.00	32,888.00	0.00	32,888.00	32,888.00	0.00		32,888.00	100%	0.00	411.10

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 24
APPLICATION DATE: 1-Apr-26
PERIOD TO: 31-Mar-26
ARCHITECT'S PROJECT NO.: 22108.04

A	B	C					D	E	F	G		H	I
							WORK COMPLETED						
ITEM NO.	DESCRIPTION	SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT H VALUE	CHANGE #1 AMOUNT	EXHIBIT H VALUE	FROM PREV APPLICATIONS (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
10	**Plumbing**												
10.1	Plumbing - Joe Kuciemba	0.00	21,420.00	21,420.00	0.00	21,420.00	21,420.00	0.00		21,420.00	100%	0.00	267.75
10.2	Plumbing - Justice Center	0.00	39,780.00	39,780.00	0.00	39,780.00	39,780.00	0.00		39,780.00	100%	0.00	497.25
11	**Mechanical (HVAC)**												
11.1	Mechanical Demolition	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00		5,000.00	100%	0.00	62.50
11.2	Equipment - Material	0.00	111,700.00	111,700.00	0.00	111,700.00	111,700.00	0.00		111,700.00	100%	0.00	1396.25
11.3	Equipment - Labor	0.00	54,600.00	54,600.00	0.00	54,600.00	54,600.00	0.00		54,600.00	100%	0.00	682.50
11.4	Ductwork - Material	0.00	81,150.00	81,150.00	0.00	81,150.00	81,150.00	0.00		81,150.00	100%	0.00	1014.38
11.5	Ductwork - Labor	0.00	27,050.00	27,050.00	0.00	27,050.00	27,050.00	0.00		27,050.00	100%	0.00	338.13
11.6	Test and Balance	0.00	4,034.00	4,034.00	0.00	4,034.00	4,034.00	0.00		4,034.00	100%	0.00	50.43
12	**Electrical**												
12.1	Electrical - Joe Kuciemba	0.00	76,566.00	76,566.00	0.00	76,566.00	76,566.00	0.00		76,566.00	100%	0.00	957.08
12.2	Electrical - Justice Center	0.00	214,386.00	214,386.00	0.00	214,386.00	214,386.00	0.00		214,386.00	100%	0.00	2679.83
12.3	Site Electrical - Justice Center	0.00	15,313.00	15,313.00	0.00	15,313.00	15,313.00	0.00		15,313.00	100%	0.00	191.41
13	**Access Control**												
13.1	Access Control - Joe Kuciemba	0.00	17,435.00	17,435.00	0.00	17,435.00	17,435.00	0.00		17,435.00	100%	0.00	217.94
13.2	Access Control - Justice Center	0.00	40,683.00	40,683.00	0.00	40,683.00	40,683.00	0.00		40,683.00	100%	0.00	508.54
14	**Allowances & Contigencies**												
14.1.O	**Owner's Contingency - Original**	**0.00**	**[129,969.00]**	**[129,969.00]**	**[64.00]**	**[130,033.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.1.1	Allowance #6 - Overrun of Budget for Data @ Modulars	0.00	34,148.00	34,148.00	0.00	34,148.00	34,148.00	0.00		34,148.00	100%	0.00	426.85
14.1.2	Allowance #8 - Justice Center - Dirtwork for BOXX Mobility	0.00	27,930.00	27,930.00	0.00	27,930.00	27,930.00	0.00		27,930.00	100%	0.00	349.13
14.1.3	Allowance #9 - UES Invoices (February & March)	0.00	5,922.50	5,922.50	0.00	5,922.50	5,922.50	0.00		5,922.50	100%	0.00	74.03
14.1.4	Allowance #10 - BOXX Remobilization	0.00	2,786.56	2,786.56	0.00	2,786.56	2,786.56	0.00		2,786.56	100%	0.00	34.83
14.1.5	Allowance #7 - Add for Fiber Lines for Justice Center Sliding Gates	0.00	10,954.56	10,954.56	0.00	10,954.56	10,954.56	0.00		10,954.56	100%	0.00	136.93
14.1.6	Allowance #14 - Added Card Reader at Joe Kuciemba	0.00	1,487.63	1,487.63	0.00	1,487.63	1,487.63	0.00		1,487.63	100%	0.00	18.60
14.1.7	Allowance #16 - Pick Plates for Doors @ Modulars	0.00	1,010.44	1,010.44	0.00	1,010.44	1,010.44	0.00		1,010.44	100%	0.00	12.63
14.1.8	Allowance #17 - UES Invoices (June & July)	0.00	5,872.00	5,872.00	0.00	5,872.00	5,872.00	0.00		5,872.00	100%	0.00	73.40
14.1.9	Allowance #20 - RFI #41 - Justice Center - West Side Fencing	0.00	5,850.00	5,850.00	0.00	5,850.00	5,850.00	0.00		5,850.00	100%	0.00	73.13
14.1.10	Allowance #19 - Lattice Work @ Decks and Ramps	0.00	14,355.34	14,355.34	0.00	14,355.34	14,355.34	0.00		14,355.34	100%	0.00	179.44
14.1.11	Allowance #24 - Credit for Lattice Material	0.00	(1,381.64)	(1,381.64)	0.00	(1,381.64)	(1,381.64)	0.00		(1,381.64)	100%	0.00	-17.27
14.1.12	Change Order #1	0.00	0.00	0.00	(64.00)	(64.00)	(64.00)	0.00		(64.00)	100%	0.00	-0.80
14.1.13	Allowance #27 - Metal Handrails at Justice Center	0.00	4,367.43	4,367.43	0.00	4,367.43	4,367.43	0.00		4,367.43	100%	0.00	54.59
14.1.14	Allowance #31 - New Exhaust Fan @ Jail Lobby RR	0.00	3,351.13	3,351.13	0.00	3,351.13	0.00	3,351.13		3,351.13	100%	0.00	167.56
14.1.R	**Owner's Contingency - Remaining**	**0.00**	**13,315.05**	**13,315.05**	**13,379.05**	**13,379.05**	**0.00**	**0.00**		**0.00**	**100%**	**13,379.05**	**0.00**
14.2.O	**Design-Builder Contingency - Original**	**0.00**	**[97,477.00]**	**[97,477.00]**	**[102.00]**	**[97,579.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.2.1	CC #2 - ASI #1 - Sidewalk Demo & Pour Back @ Justice Center	0.00	9,730.00	9,730.00	0.00	9,730.00	9,730.00	0.00		9,730.00	100%	0.00	121.63
14.2.2	CC #1 - RFI #20 - Existing Gas Line Relocations	0.00	39,135.00	39,135.00	0.00	39,135.00	39,135.00	0.00		39,135.00	100%	0.00	489.19
14.2.3	CC #4 - Dailey Co. Changes	0.00	7,928.00	7,928.00	0.00	7,928.00	7,928.00	0.00		7,928.00	100%	0.00	99.10
14.2.4	CC #3 - Door Hardware Match (RFI #24)	0.00	2,764.00	2,764.00	0.00	2,764.00	2,764.00	0.00		2,764.00	100%	0.00	34.55
14.2.5	CC #6 - Curtainwall Threshold	0.00	368.00	368.00	0.00	368.00	368.00	0.00		368.00	100%	0.00	4.60
14.2.6	CC #10 - Plumbing Under 4X	0.00	2,235.00	2,235.00	0.00	2,235.00	2,235.00	0.00		2,235.00	100%	0.00	27.94
14.2.7	CC #5 - HVAC Controls	0.00	9,138.47	9,138.47	0.00	9,138.47	9,138.47	0.00		9,138.47	100%	0.00	114.23
14.2.8	CC #9 - RFI #26 - Curb & Gutter	0.00	5,756.60	5,756.60	0.00	5,756.60	5,756.60	0.00		5,756.60	100%	0.00	71.96
14.2.9	CC #13 - RFI #42 - Duct Work for DOAS	0.00	9,171.00	9,171.00	0.00	9,171.00	9,171.00	0.00		9,171.00	100%	0.00	114.64

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 24
APPLICATION DATE: 1-Apr-26
PERIOD TO: 31-Mar-26
ARCHITECT'S PROJECT NO.: 22108.04

A	B	C					D	E	F	G		H	I
							WORK COMPLETED		MATERIALS	TOTAL	%	BALANCE	RETAINAGE
ITEM NO.	DESCRIPTION	SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT H VALUE	CHANGE #1 AMOUNT	EXHIBIT H VALUE	FROM PREV APPLICATIONS (D+E)	THIS PERIOD	PRESENTLY STORED (NOT IN D OR E)	COMPLETED AND STORED TO DATE (D+E+F)	(G/C)	TO FINISH (C-G)	
14.2.10	CC #14 - RFI #44 - Wheel Stops & ADA Signs	0.00	1,002.00	1,002.00	0.00	1,002.00	1,002.00	0.00		1,002.00	100%	0.00	12.53
14.2.11	CC #15 - Joint Sealants @ JC Paving	0.00	4,600.00	4,600.00	0.00	4,600.00	4,600.00	0.00		4,600.00	100%	0.00	57.50
14.2.12	CC #12 - RFI #37 - HVAC Duct Transition @ DA Workroom	0.00	(1,592.00)	(1,592.00)	0.00	(1,592.00)	(1,592.00)	0.00		(1,592.00)	100%	0.00	-19.90
14.2.12	Change Order #1	0.00	0.00	0.00	(102.00)	(102.00)	(102.00)	0.00		(102.00)	100%	0.00	-1.28
14.2.14	Allowance 32 - Re-Allocation to DB Contingency	0.00	(103,194.03)	(103,194.03)	0.00	(103,194.03)	0.00	(103,194.03)		(103,194.03)	100%	0.00	-5159.70
	CC #18 - DA Office Door Hardware Changes	0.00	1,263.71	1,263.71	0.00	1,263.71	0.00	1,263.71		1,263.71	100%	0.00	63.19
14.2.R	**Design-Builder Contingency - Remaining**	**0.00**	**109,171.25**	**109,171.25**	**109,273.25**	**109,273.25**	**0.00**	**0.00**		**0.00**	**0%**	**109,273.25**	**0.00**
14.3.O	**Fire Alarm System - Kuciemba Mods. - Original**	**0.00**	**[15,000.00]**	**[15,000.00]**	**[0.00]**	**[15,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.3.1	Allowance #1 - Fire Alarm Buyout	0.00	8,550.00	8,550.00	0.00	8,550.00	8,550.00	0.00		8,550.00	100%	0.00	106.88
14.3.2	Allowance #32 - Re-Allocation to DB Contiingency	0.00	6,450.00	6,450.00	0.00	6,450.00	0.00	6,450.00		6,450.00	100%	0.00	322.50
14.3.R	**Fire Alarm System - Kuciemba Mods. - Remaining**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.4.O	**Fire Alarm System - Justice Center Mods. - Original**	**0.00**	**[20,000.00]**	**[20,000.00]**	**[0.00]**	**[20,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.4.1	Allowance #2 - Fire Alarm Buyout	0.00	16,000.00	16,000.00	0.00	16,000.00	16,000.00	0.00		16,000.00	100%	0.00	200.00
14.4.2	Allowance #32 - Re-Allocation to DB Contiingency	0.00	4,000.00	4,000.00	0.00	4,000.00	0.00	4,000.00		4,000.00	100%	0.00	200.00
14.4.R	**Fire Alarm System - Kuciemba Mods. - Remaining**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.5.O	**Misc. Signage - Original**	**0.00**	**[5,000.00]**	**[5,000.00]**	**[0.00]**	**[5,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.5.1	Allowance #12 - ADA Signage for Restrooms	0.00	180.68	180.68	0.00	180.68	180.68	0.00		180.68	100%	0.00	2.26
14.5.2	Allowance #21 - Signage for Modular Buildings	0.00	3,097.00	3,097.00	0.00	3,097.00	3,097.00	0.00		3,097.00	100%	0.00	38.71
14.5.3	Allowance #32 - Re-Allocation to DB Contiingency	0.00	1,722.32	1,722.32	0.00	1,722.32	0.00	1,722.32		1,722.32	100%	0.00	86.12
14.5.R	**Misc. Signage - Remaining**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.6.O	**Data at Modulars - Original**	**0.00**	**[25,000.00]**	**[25,000.00]**	**[0.00]**	**[25,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.6.1	Allowance #6 - Revised Data Quote from Telomack	0.00	25,000.00	25,000.00	0.00	25,000.00	25,000.00	0.00		25,000.00	100%	0.00	312.50
14.6.R	**Data at Modulars - Remaining**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.7.O	**Concrete Foundation Design Change - Original**	**0.00**	**[30,000.00]**	**[30,000.00]**	**[0.00]**	**[30,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.7.1	Allowance #15 - Pilot Channels for Sliding Gates & JC Ramp Connections	0.00	8,420.00	8,420.00	0.00	8,420.00	8,420.00	0.00		8,420.00	100%	0.00	105.25
14.7.2	Allowance #22 - RFI #45 Wheel Stops @ Justice Center	0.00	3,000.00	3,000.00	0.00	3,000.00	3,000.00	0.00		3,000.00	100%	0.00	37.50
14.7.3	Allowance #32 - Re-Allocation to DB Contiingency	0.00	18,580.00	18,580.00	0.00	18,580.00	0.00	18,580.00		18,580.00	100%	0.00	929.00
14.7.R	**Concrete Foundation Design Change - Remaining**	**0.00**	**18,580.00**	**18,580.00**	**18,580.00**	**18,580.00**	**0.00**	**0.00**		**0.00**	**0%**	**18,580.00**	**0.00**
14.8.O	**Landscaping - Original**	**0.00**	**[25,000.00]**	**[25,000.00]**	**[0.00]**	**[25,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.8.1	Allowance #15 - Landscaping @ Justice Center	0.00	11,135.04	11,135.04	0.00	11,135.04	11,135.04	0.00		11,135.04	100%	0.00	139.19
14.8.2	Allowance #25 - Additional Landscape Hoses and Heads	0.00	1,920.95	1,920.95	0.00	1,920.95	1,920.95	0.00		1,920.95	100%	0.00	24.01
14.8.3	Allowance #32 - Re-Allocation to DB Contiingency	0.00	7,944.01	7,944.01	0.00	7,944.01	0.00	7,944.01		7,944.01	100%	0.00	397.20
14.8.R	**Landscaping - Remaining**	**0.00**	**4,000.00**	**4,000.00**	**0.00**	**4,000.00**	**0.00**	**0.00**		**0.00**	**0%**	**4,000.00**	**0.00**
14.9.O	**Test and Balance - Original**	**0.00**	**[10,000.00]**	**[10,000.00]**	**[10,000.00]**	**[10,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.9.1	VRF Services Diagnostics at VRV 13 & 10	0.00	1,800.00	1,800.00	0.00	1,800.00	0.00	1,800.00		1,800.00	100%	0.00	90.00
14.9.R	**Test and Balance -Remaining**	**0.00**	**8,200.00**	**8,200.00**	**0.00**	**8,200.00**	**0.00**	**0.00**		**0.00**	**0%**	**8,200.00**	**0.00**
14.10.O	**Unkwn. City Permit Comments - Original**	**0.00**	**[100,000.00]**	**[100,000.00]**	**[0.00]**	**[100,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.10.1	Allowance #3 - Buyout - Concrete Foundations for Joe Kuciemba Modulars & Added Sidewalks	0.00	46,890.00	46,890.00	0.00	46,890.00	46,890.00	0.00		46,890.00	100%	0.00	586.13
14.10.2	Allowance #5 - Credit to Allowance, Revised Concrete Design	0.00	(27,911.00)	(27,911.00)	0.00	(27,911.00)	(27,911.00)	0.00		(27,911.00)	100%	0.00	-348.89
14.10.3	Allowance #4 - Added Panic Hardware @ Egress Gates	0.00	3,296.30	3,296.30	0.00	3,296.30	3,296.30	0.00		3,296.30	100%	0.00	41.20
14.10.4	Allowance #13 - Added Egress Gates and 506 Fire Sprinkler Mods	0.00	18,057.00	18,057.00	0.00	18,057.00	18,057.00	0.00		18,057.00	100%	0.00	225.71
14.10.5	Allowance #26 - Credit for Fire Sprinkler Make Safe	0.00	(4,830.00)	(4,830.00)	0.00	(4,830.00)	(4,830.00)	0.00		(4,830.00)	100%	0.00	-60.38
14.10.6	Allowance #32 - Re-Allocation to DB Contiingency	0.00	64,497.70	64,497.70	0.00	64,497.70	0.00	64,497.70		64,497.70	100%	0.00	3224.89
14.10.R	**Unkwn. City Permit Comments - Remaining**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
	Contract Total - Per Exhibit H Change	**230,921.00**	**3,822,786.00**	**4,053,707.00**	**55,872.00**	**4,109,579.00**	**3,930,728.36**	**17,371.51**	**0.00**	**3,948,099.87**	**97%**	**161,479.13**	**44227.57**

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice : 13137

To Owner : Waller County
836 Austin Street, Suite 103

Hempstead TX 77445

From Contractor : SEDALCO, INC.
4100 Fossil Creek Blvd.
Fort Worth TX 76137

Contract For : New Construction

Project : 23543. Waller County 506
Upgrades & Modular Building

Via Architect : Brinkley Sargent Wiginton Arch

Application No. : 25
Period To : 3/31/2026
Project Nos : 22108.04

Distribution to :
- ☐ Owner
- ☐ Architect
- ☐ Contractor
- ☐
- ☐

Contract Date : 11/7/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. **ORIGINAL CONTRACT SUM**	$230,921.00
2. **NET CHANGE BY CHANGE ORDERS**	$3,878,658.00
3. **CONTRACT SUM TO DATE**	$4,109,579.00
4. **TOTAL COMPLETED AND STORED TO DATE**	$3,948,099.87
5. **RETAINAGE:**	
a. 0.00% of Completed Work	$0.00
b. 0.00% of Stored Material	$0.00
Total Retainage	$0.00
6. **TOTAL EARNED LESS RETAINAGE**	$3,948,099.87
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**	$3,903,872.30
8. **CURRENT PAYMENT DUE**	$44,227.57
9. **BALANCE TO FINISH, PLUS RETAINAGE**	$161,479.13

POTENTIAL SAVINGS

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$3,878,658.00	$0.00
Total approved this month	$0.00	0.00
TOTALS	$3,878,658.00	$0.00
NET CHANGE by Change Orders		**$3,878,658.00**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: SEDALCO, INC.

By: Marc Sargent Date: 03/26/2026

State of: Texas County of: Tarrant
Subscribed and sworn to before me this 26th day of March 2026

Notary Public: Stephanie Castro
My Commission expires: 12/26/27

STEPHANIE CASTRO
Notary Public
STATE OF TEXAS
Notary ID # 134690397
My Comm. Exp. December 26, 2027

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

RETAINAGE

APPROVED
DANNY ROTHE
WC/DE/CM
3/31/2026

AMOUNT CERTIFIED $44,227.57

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Brinkley Sargent Wiginton Arch

By: D.R. Rothe Date: 3.27.26

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 25
APPLICATION DATE: 1-Apr-26
PERIOD TO: 31-Mar-26
ARCHITECT'S PROJECT NO.: 22108.04

A	B	C					D	E	F	G		H	I
							WORK COMPLETED						
ITEM NO.	DESCRIPTION	SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT H VALUE	CHANGE #1 AMOUNT	EXHIBIT H VALUE	FROM PREV APPLICATIONS (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	Waller County 506 Upgrades & Modular Building Design												
1.1	BSW Design Fees	203,800.00	194,272.00	398,072.00	45,750.00	443,822.00	443,822.00	0.00		443,822.00	100%	0.00	0.00
1.2	506 Reimbursable Allowance (per Exhibit J)	10,000.00	5,000.00	15,000.00	5,000.00	20,000.00	1,066.17	0.00		1,066.17	5%	18,933.83	0.00
1.3	Preconstruction Services (per Exhibit G)	7,500.00	0.00	7,500.00	0.00	7,500.00	7,500.00	0.00		7,500.00	100%	0.00	0.00
1.4	OH&P (Design)	9,621.00	0.00	9,621.00	0.00	9,621.00	9,621.00	0.00		9,621.00	100%	0.00	0.00
2	General Field Expenses												
2.1	General Conditions	0.00	742,947.00	742,947.00	2,549.00	745,496.00	745,496.00	0.00		745,496.00	100%	0.00	9561.64
2.2	Insurance	0.00	20,636.00	20,636.00	0.00	20,636.00	20,636.00	0.00		20,636.00	100%	0.00	257.95
2.3	Subcontractor Bonds/SDI	0.00	37,013.00	37,013.00	0.00	37,013.00	37,013.00	0.00		37,013.00	100%	0.00	462.66
2.3	Payment & Performance Bonds	0.00	59,054.00	59,054.00	0.00	59,054.00	59,054.00	0.00		59,054.00	100%	0.00	738.18
2.4	Mobilization & Temporary Construction Facilities	0.00	40,000.00	40,000.00	0.00	40,000.00	40,000.00	0.00		40,000.00	100%	0.00	500.00
2.5	Final Clean	0.00	9,421.00	9,421.00	0.00	9,421.00	9,421.00	0.00		9,421.00	100%	0.00	117.76
2.6	OH&P (Construction)	0.00	146,830.00	146,830.00	2,407.00	149,237.00	149,237.00	0.00		149,237.00	100%	0.00	2033.40
3	Civil & Site Improvements												
3.1	SWPPP	0.00	16,510.00	16,510.00	0.00	16,510.00	16,510.00	0.00		16,510.00	100%	0.00	206.38
3.2	Site Utilities - Joe Kuciemba	0.00	31,920.00	31,920.00	0.00	31,920.00	31,920.00	0.00		31,920.00	100%	0.00	399.00
3.3	Site Utilities - Justice Center	0.00	109,990.00	109,990.00	0.00	109,990.00	109,990.00	0.00		109,990.00	100%	0.00	1374.88
3.4	Dirt Work - Joe Kuciemba	0.00	67,440.00	67,440.00	0.00	67,440.00	67,440.00	0.00		67,440.00	100%	0.00	843.00
3.5	Dirt Work - Justice Center	0.00	120,600.00	120,600.00	0.00	120,600.00	120,600.00	0.00		120,600.00	100%	0.00	1507.50
3.6	Concrete - Joe Kuciemba	0.00	81,978.00	81,978.00	0.00	81,978.00	81,978.00	0.00		81,978.00	100%	0.00	1024.73
3.7	Concrete - Justice Center	0.00	221,440.00	221,440.00	0.00	221,440.00	221,440.00	0.00		221,440.00	100%	0.00	2768.00
3.8	Asphalt - Joe Kuciemba	0.00	78,664.00	78,664.00	0.00	78,664.00	78,664.00	0.00		78,664.00	100%	0.00	983.30
3.9	Asphalt - Justice Center	0.00	117,996.00	117,996.00	0.00	117,996.00	117,996.00	0.00		117,996.00	100%	0.00	1474.95
3.10	Pavement Markings - Joe Kuciemba	0.00	8,610.00	8,610.00	0.00	8,610.00	8,610.00	0.00		8,610.00	100%	0.00	107.63
3.11	Pavement Markings - Justice Center	0.00	5,230.00	5,230.00	0.00	5,230.00	5,230.00	0.00		5,230.00	100%	0.00	65.38
4	Permanent Fencing												
4.1	Chain Link Fencing & Gates - Joe Kuciemba	0.00	19,686.00	19,686.00	0.00	19,686.00	19,686.00	0.00		19,686.00	100%	0.00	246.08
4.2	Chain Link Fencing & Gates - Justice Center	0.00	45,934.00	45,934.00	0.00	45,934.00	45,934.00	0.00		45,934.00	100%	0.00	574.18
5	Modular Building Accessories												
5.1	Milestone Payment #1 - 20% Due at Signing	0.00	53,797.80	53,797.80	0.00	53,797.80	53,797.80	0.00		53,797.80	100%	0.00	672.47
5.2	Milestone Payment #2 - 20% Due at Start of Work	0.00	53,797.80	53,797.80	0.00	53,797.80	53,797.80	0.00		53,797.80	100%	0.00	672.47
5.3	Milestone Payment #3 - 10% at Start of Decks, Ramps, Steps & Fencing Work at (2) 24x60 Units	0.00	26,898.90	26,898.90	0.00	26,898.90	26,898.90	0.00		26,898.90	100%	0.00	336.24
5.4	Milestone Payment #4 - 15% at Substantial Completion of (2) 24x60 Units	0.00	40,348.35	40,348.35	0.00	40,348.35	40,348.35	0.00		40,348.35	100%	0.00	504.35
5.5	Milestone Payment #5 - 10% at Start of Decks, Ramps, Steps & Fencing Work at Triple & Quadruple Wide Units	0.00	26,898.90	26,898.90	0.00	26,898.90	26,898.90	0.00		26,898.90	100%	0.00	336.24
5.6	Milestone Payment #6 - 15% at Substantial Completion of Triple & Quadruple Wide Units	0.00	40,348.35	40,348.35	0.00	40,348.35	40,348.35	0.00		40,348.35	100%	0.00	504.35
5.7	Milestone Payment #7 - 10% at Substantial Completion of Project	0.00	26,898.90	26,898.90	0.00	26,898.90	26,898.90	0.00		26,898.90	100%	0.00	336.24
6	Roofing												
6.1	Roofing - Justice Center	0.00	20,898.00	20,898.00	0.00	20,898.00	20,898.00	0.00		20,898.00	100%	0.00	261.23
7	Doors and Hardware												
7.1	Doors, Frames & Hardware - Justice Center	0.00	3,750.00	3,750.00	0.00	3,750.00	3,750.00	0.00		3,750.00	100%	0.00	46.88
8	Glass & Glazing												
8.1	Storefront Frame & Glass	0.00	44,800.00	44,800.00	0.00	44,800.00	44,800.00	0.00		44,800.00	100%	0.00	560.00
8.2	Window Film	0.00	7,500.00	7,500.00	0.00	7,500.00	7,500.00	0.00		7,500.00	100%	0.00	93.75
9	Finishes												
9.1	Metal Stud Framing & Gyp. Board	0.00	26,003.00	26,003.00	0.00	26,003.00	26,003.00	0.00		26,003.00	100%	0.00	325.04
9.2	Acoustical Ceilings & Linear Metal Ceilngs	0.00	46,274.00	46,274.00	0.00	46,274.00	46,274.00	0.00		46,274.00	100%	0.00	578.43
9.3	Painting	0.00	8,950.00	8,950.00	0.00	8,950.00	8,950.00	0.00		8,950.00	100%	0.00	111.88
9.4	Floor Protection	0.00	15,000.00	15,000.00	0.00	15,000.00	7,473.00	0.00		7,473.00	50%	7,527.00	93.41
9.5	Dancefloor Scaffolding	0.00	32,888.00	32,888.00	0.00	32,888.00	32,888.00	0.00		32,888.00	100%	0.00	411.10

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 25
APPLICATION DATE: 1-Apr-26
PERIOD TO: 31-Mar-26
ARCHITECT'S PROJECT NO.: 22108.04

A	B	C					D	E	F	G		H	I
							WORK COMPLETED						
ITEM NO.	DESCRIPTION	SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT H VALUE	CHANGE #1 AMOUNT	EXHIBIT H VALUE	FROM PREV APPLICATIONS (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
10	**Plumbing**												
10.1	Plumbing - Joe Kuciemba	0.00	21,420.00	21,420.00	0.00	21,420.00	21,420.00	0.00		21,420.00	100%	0.00	267.75
10.2	Plumbing - Justice Center	0.00	39,780.00	39,780.00	0.00	39,780.00	39,780.00	0.00		39,780.00	100%	0.00	497.25
11	**Mechanical (HVAC)**												
11.1	Mechanical Demolition	0.00	5,000.00	5,000.00	0.00	5,000.00	5,000.00	0.00		5,000.00	100%	0.00	62.50
11.2	Equipment - Material	0.00	111,700.00	111,700.00	0.00	111,700.00	111,700.00	0.00		111,700.00	100%	0.00	1396.25
11.3	Equipment - Labor	0.00	54,600.00	54,600.00	0.00	54,600.00	54,600.00	0.00		54,600.00	100%	0.00	682.50
11.4	Ductwork - Material	0.00	81,150.00	81,150.00	0.00	81,150.00	81,150.00	0.00		81,150.00	100%	0.00	1014.38
11.5	Ductwork - Labor	0.00	27,050.00	27,050.00	0.00	27,050.00	27,050.00	0.00		27,050.00	100%	0.00	338.13
11.6	Test and Balance	0.00	4,034.00	4,034.00	0.00	4,034.00	4,034.00	0.00		4,034.00	100%	0.00	50.43
12	**Electrical**												
12.1	Electrical - Joe Kuciemba	0.00	76,566.00	76,566.00	0.00	76,566.00	76,566.00	0.00		76,566.00	100%	0.00	957.08
12.2	Electrical - Justice Center	0.00	214,386.00	214,386.00	0.00	214,386.00	214,386.00	0.00		214,386.00	100%	0.00	2679.83
12.3	Site Electrical - Justice Center	0.00	15,313.00	15,313.00	0.00	15,313.00	15,313.00	0.00		15,313.00	100%	0.00	191.41
13	**Access Control**												
13.1	Access Control - Joe Kuciemba	0.00	17,435.00	17,435.00	0.00	17,435.00	17,435.00	0.00		17,435.00	100%	0.00	217.94
13.2	Access Control - Justice Center	0.00	40,683.00	40,683.00	0.00	40,683.00	40,683.00	0.00		40,683.00	100%	0.00	508.54
14	**Allowances & Contigencies**												
14.1.O	**Owner's Contingency - Original**	0.00	[129,969.00]	[129,969.00]	[64.00]	[130,033.00]	0.00	0.00		0.00	0%	0.00	0.00
14.1.1	Allowance #6 - Overrun of Budget for Data @ Modulars	0.00	34,148.00	34,148.00	0.00	34,148.00	34,148.00	0.00		34,148.00	100%	0.00	426.85
14.1.2	Allowance #8 - Justice Center - Dirtwork for BOXX Mobility	0.00	27,930.00	27,930.00	0.00	27,930.00	27,930.00	0.00		27,930.00	100%	0.00	349.13
14.1.3	Allowance #9 - UES Invoices (February & March)	0.00	5,922.50	5,922.50	0.00	5,922.50	5,922.50	0.00		5,922.50	100%	0.00	74.03
14.1.4	Allowance #10 - BOXX Remobilization	0.00	2,786.56	2,786.56	0.00	2,786.56	2,786.56	0.00		2,786.56	100%	0.00	34.83
14.1.5	Allowance #7 - Add for Fiber Lines for Justice Center Sliding Gates	0.00	10,954.56	10,954.56	0.00	10,954.56	10,954.56	0.00		10,954.56	100%	0.00	136.93
14.1.6	Allowance #14 - Added Card Reader at Joe Kuciemba	0.00	1,487.63	1,487.63	0.00	1,487.63	1,487.63	0.00		1,487.63	100%	0.00	18.60
14.1.7	Allowance #16 - Pick Plates for Doors @ Modulars	0.00	1,010.44	1,010.44	0.00	1,010.44	1,010.44	0.00		1,010.44	100%	0.00	12.63
14.1.8	Allowance #17 - UES Invoices (June & July)	0.00	5,872.00	5,872.00	0.00	5,872.00	5,872.00	0.00		5,872.00	100%	0.00	73.40
14.1.9	Allowance #20 - RFI #41 - Justice Center - West Side Fencing	0.00	5,850.00	5,850.00	0.00	5,850.00	5,850.00	0.00		5,850.00	100%	0.00	73.13
14.1.10	Allowance #19 - Lattice Work @ Decks and Ramps	0.00	14,355.34	14,355.34	0.00	14,355.34	14,355.34	0.00		14,355.34	100%	0.00	179.44
14.1.11	Allowance #24 - Credit for Lattice Material	0.00	(1,381.64)	(1,381.64)	0.00	(1,381.64)	(1,381.64)	0.00		(1,381.64)	100%	0.00	-17.27
14.1.12	Change Order #1	0.00	0.00	0.00	(64.00)	(64.00)	(64.00)	0.00		(64.00)	100%	0.00	-0.80
14.1.13	Allowance #27 - Metal Handrails at Justice Center	0.00	4,367.43	4,367.43	0.00	4,367.43	4,367.43	0.00		4,367.43	100%	0.00	54.59
14.1.14	Allowance #31 - New Exhaust Fan @ Jail Lobby RR	0.00	3,351.13	3,351.13	0.00	3,351.13	3,351.13	0.00		3,351.13	100%	0.00	167.56
14.1.R	**Owner's Contingency - Remaining**	0.00	13,315.05	13,315.05	13,379.05	13,379.05	0.00	0.00		0.00	100%	13,379.05	0.00
14.2.O	**Design-Builder Contingency - Original**	0.00	[97,477.00]	[97,477.00]	[102.00]	[97,579.00]	0.00	0.00		0.00	0%	0.00	0.00
14.2.1	CC #2 - ASI #1 - Sidewalk Demo & Pour Back @ Justice Center	0.00	9,730.00	9,730.00	0.00	9,730.00	9,730.00	0.00		9,730.00	100%	0.00	121.63
14.2.2	CC #1 - RFI #20 - Existing Gas Line Relocations	0.00	39,135.00	39,135.00	0.00	39,135.00	39,135.00	0.00		39,135.00	100%	0.00	489.19
14.2.3	CC #4 - Dailey Co. Changes	0.00	7,928.00	7,928.00	0.00	7,928.00	7,928.00	0.00		7,928.00	100%	0.00	99.10
14.2.4	CC #3 - Door Hardware Match (RFI #24)	0.00	2,764.00	2,764.00	0.00	2,764.00	2,764.00	0.00		2,764.00	100%	0.00	34.55
14.2.5	CC #6 - Curtainwall Threshold	0.00	368.00	368.00	0.00	368.00	368.00	0.00		368.00	100%	0.00	4.60
14.2.6	CC #10 - Plumbing Under 4X	0.00	2,235.00	2,235.00	0.00	2,235.00	2,235.00	0.00		2,235.00	100%	0.00	27.94
14.2.7	CC #5 - HVAC Controls	0.00	9,138.47	9,138.47	0.00	9,138.47	9,138.47	0.00		9,138.47	100%	0.00	114.23
14.2.8	CC #9 - RFI #26 - Curb & Gutter	0.00	5,756.60	5,756.60	0.00	5,756.60	5,756.60	0.00		5,756.60	100%	0.00	71.96
14.2.9	CC #13 - RFI #42 - Duct Work for DOAS	0.00	9,171.00	9,171.00	0.00	9,171.00	9,171.00	0.00		9,171.00	100%	0.00	114.64

CONTINUATION SHEET

AIA DOCUMENT G703 - Computerized

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **25**
APPLICATION DATE: **1-Apr-26**
PERIOD TO: **31-Mar-26**
ARCHITECT'S PROJECT NO.: **22108.04**

A	B	C					D	E	F	G		H	I
							WORK COMPLETED						
ITEM NO.	DESCRIPTION	SCHEDULED VALUE	CHANGE AMOUNT	EXHIBIT H VALUE	CHANGE #1 AMOUNT	EXHIBIT H VALUE	FROM PREV APPLICATIONS (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
14.2.10	CC #14 - RFI #44 - Wheel Stops & ADA Signs	0.00	1,002.00	1,002.00	0.00	1,002.00	1,002.00	0.00		1,002.00	100%	0.00	12.53
14.2.11	CC #15 - Joint Sealants @ JC Paving	0.00	4,600.00	4,600.00	0.00	4,600.00	4,600.00	0.00		4,600.00	100%	0.00	57.50
14.2.12	CC #12 - RFI #37 - HVAC Duct Transition @ DA Workroom	0.00	(1,592.00)	(1,592.00)	0.00	(1,592.00)	(1,592.00)	0.00		(1,592.00)	100%	0.00	-19.90
14.2.12	Change Order #1	0.00	0.00	0.00	(102.00)	(102.00)	(102.00)	0.00		(102.00)	100%	0.00	-1.28
14.2.14	Allowance 32 - Re-Allocation to DB Contingency	0.00	(103,194.03)	(103,194.03)	0.00	(103,194.03)	(103,194.03)	0.00		(103,194.03)	100%	0.00	-5159.70
	CC #18 - DA Office Door Hardware Changes	0.00	1,263.71	1,263.71	0.00	1,263.71	1,263.71	0.00		1,263.71	100%	0.00	63.19
14.2.R	**Design-Builder Contingency - Remaining**	**0.00**	**109,171.25**	**109,171.25**	**109,273.25**	**109,273.25**	**0.00**	**0.00**		**0.00**	**0%**	**109,273.25**	**0.00**
14.3.O	**Fire Alarm System - Kuciemba Mods. - Original**	**0.00**	**[15,000.00]**	**[15,000.00]**	**[0.00]**	**[15,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.3.1	Allowance #1 - Fire Alarm Buyout	0.00	8,550.00	8,550.00	0.00	8,550.00	8,550.00	0.00		8,550.00	100%	0.00	106.88
14.3.2	Allowance #32 - Re-Allocation to DB Contiingency	0.00	6,450.00	6,450.00	0.00	6,450.00	6,450.00	0.00		6,450.00	100%	0.00	322.50
14.3.R	**Fire Alarm System - Kuciemba Mods. - Remaining**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.4.O	**Fire Alarm System - Justice Center Mods. - Origina**	**0.00**	**[20,000.00]**	**[20,000.00]**	**[0.00]**	**[20,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.4.1	Allowance #2 - Fire Alarm Buyout	0.00	16,000.00	16,000.00	0.00	16,000.00	16,000.00	0.00		16,000.00	100%	0.00	200.00
14.4.2	Allowance #32 - Re-Allocation to DB Contiingency	0.00	4,000.00	4,000.00	0.00	4,000.00	4,000.00	0.00		4,000.00	100%	0.00	200.00
14.4.R	**Fire Alarm System - Kuciemba Mods. - Remaining**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.5.O	**Misc. Signage - Original**	**0.00**	**[5,000.00]**	**[5,000.00]**	**[0.00]**	**[5,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.5.1	Allowance #12 - ADA Signage for Restrooms	0.00	180.68	180.68	0.00	180.68	180.68	0.00		180.68	100%	0.00	2.26
14.5.2	Allowance #21 - Signage for Modular Buildings	0.00	3,097.00	3,097.00	0.00	3,097.00	3,097.00	0.00		3,097.00	100%	0.00	38.71
14.5.3	Allowance #32 - Re-Allocation to DB Contiingency	0.00	1,722.32	1,722.32	0.00	1,722.32	1,722.32	0.00		1,722.32	100%	0.00	86.12
14.5.R	**Misc. Signage - Remaining**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.6.O	**Data at Modulars - Original**	**0.00**	**[25,000.00]**	**[25,000.00]**	**[0.00]**	**[25,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.6.1	Allowance #6 - Revised Data Quote from Telomack	0.00	25,000.00	25,000.00	0.00	25,000.00	25,000.00	0.00		25,000.00	100%	0.00	312.50
14.6.R	**Data at Modulars - Remaining**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.7.O	**Concrete Foundation Design Change - Original**	**0.00**	**[30,000.00]**	**[30,000.00]**	**[0.00]**	**[30,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.7.1	Allowance #15 - Pilot Channels for Sliding Gates & JC Ramp Connections	0.00	8,420.00	8,420.00	0.00	8,420.00	8,420.00	0.00		8,420.00	100%	0.00	105.25
14.7.2	Allowance #22 - RFI #45 Wheel Stops @ Justice Center	0.00	3,000.00	3,000.00	0.00	3,000.00	3,000.00	0.00		3,000.00	100%	0.00	37.50
14.7.3	Allowance #32 - Re-Allocation to DB Contiingency	0.00	18,580.00	18,580.00	0.00	18,580.00	18,580.00	0.00		18,580.00	100%	0.00	929.00
14.7.R	**Concrete Foundation Design Change - Remaining**	**0.00**	**18,580.00**	**18,580.00**	**18,580.00**	**18,580.00**	**0.00**	**0.00**		**0.00**	**0%**	**18,580.00**	**0.00**
14.8.O	**Landscaping - Original**	**0.00**	**[25,000.00]**	**[25,000.00]**	**[0.00]**	**[25,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.8.1	Allowance #15 - Landscaping @ Justice Center	0.00	11,135.04	11,135.04	0.00	11,135.04	11,135.04	0.00		11,135.04	100%	0.00	139.19
14.8.2	Allowance #25 - Additional Landscape Hoses and Heads	0.00	1,920.95	1,920.95	0.00	1,920.95	1,920.95	0.00		1,920.95	100%	0.00	24.01
14.8.3	Allowance #32 - Re-Allocation to DB Contiingency	0.00	7,944.01	7,944.01	0.00	7,944.01	7,944.01	0.00		7,944.01	100%	0.00	397.20
14.8.R	**Landscaping - Remaining**	**0.00**	**4,000.00**	**4,000.00**	**0.00**	**4,000.00**	**0.00**	**0.00**		**0.00**	**0%**	**4,000.00**	**0.00**
14.9.O	**Test and Balance - Original**	**0.00**	**[10,000.00]**	**[10,000.00]**	**[10,000.00]**	**[10,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.9.1	VRF Services Diagnostics at VRV 13 & 10	0.00	1,800.00	1,800.00	0.00	1,800.00	1,800.00	0.00		1,800.00	100%	0.00	90.00
14.9.R	**Test and Balance -Remaining**	**0.00**	**8,200.00**	**8,200.00**	**0.00**	**8,200.00**	**0.00**	**0.00**		**0.00**	**0%**	**8,200.00**	**0.00**
14.10.O	**Unkwn. City Permit Comments - Original**	**0.00**	**[100,000.00]**	**[100,000.00]**	**[0.00]**	**[100,000.00]**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
14.10.1	Allowance #3 - Buyout - Concrete Foundations for Joe Kuciemba Modulars & Added Sidewalks	0.00	46,890.00	46,890.00	0.00	46,890.00	46,890.00	0.00		46,890.00	100%	0.00	586.13
14.10.2	Allowance #5 - Credit to Allowance, Revised Concrete Design	0.00	(27,911.00)	(27,911.00)	0.00	(27,911.00)	(27,911.00)	0.00		(27,911.00)	100%	0.00	-348.89
14.10.3	Allowance #4 - Added Panic Hardware @ Egress Gates	0.00	3,296.30	3,296.30	0.00	3,296.30	3,296.30	0.00		3,296.30	100%	0.00	41.20
14.10.4	Allowance #13 - Added Egress Gates and 506 Fire Sprinkler Mods	0.00	18,057.00	18,057.00	0.00	18,057.00	18,057.00	0.00		18,057.00	100%	0.00	225.71
14.10.5	Allowance #26 - Credit for Fire Sprinkler Make Safe	0.00	(4,830.00)	(4,830.00)	0.00	(4,830.00)	(4,830.00)	0.00		(4,830.00)	100%	0.00	-60.38
14.10.6	Allowance #32 - Re-Allocation to DB Contiingency	0.00	64,497.70	64,497.70	0.00	64,497.70	64,497.70	0.00		64,497.70	100%	0.00	3224.89
14.10.R	**Unkwn. City Permit Comments - Remaining**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**		**0.00**	**0%**	**0.00**	**0.00**
	Contract Total - Per Exhibit H Change	**230,921.00**	**3,822,786.00**	**4,053,707.00**	**55,872.00**	**4,109,579.00**	**3,948,099.87**	**0.00**	**0.00**	**3,948,099.87**	**97%**	**161,479.13**	**44227.57**

AGREEMENT WITH FAMILY TIES FOR COMMUNITY SUPPORT SERVICES

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

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

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

IT IS THEREFORE AGREED THAT:

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

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

TERM

THE TERM OF THIS AGREEMENT shall commence on January 1, 2026 and continue for one year until December 31, 2026. This Agreement may be cancelled only by thirty (30) days advanced written notice given by the party desiring cancellation showing good cause for the cancellation of same, either party may request a hearing to give reasons for the cancellation of same, within thirty (30) days of receipt of notice desiring cancellation addressed to:

COUNTY:

Waller County Judge
836 Austin Street, Suite 4300
Hempstead, TX 77445

VENDOR:

Family Ties
2114 Fields Store Road
Waller, TX 77484

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

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

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

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

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

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

FAMILY TIES

4/11/24

Executive Director

Attested by:

Secretary

Date

WALLER COUNTY

County Judge

Attested by:

County Clerk

Date

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

March 26, 2026

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

Dear Judge Duhon,

Family Ties, Family Resource Services, has provided services to child victims and their families in Waller County for the past 19 years. Starting as a grass roots 501(c)3 family crisis center, we have filled the gaps in services provided to this marginal and vulnerable population with trauma informed wrap around services by seasoned and licensed professionals with more than 58 years of experience providing developmentally appropriate treatment for child victims of family violence, sexual violence, bullying, dating violence, child abuse and other crisis issues that have a detrimental impacts and often lead to generational violence. Our multi-pronged approach prioritizing children's trauma, supporting caregiving family members, and providing primary prevention has proven to be incredibly effective in providing quality care and primary prevention that promotes healing at the individual, family, and community level as well as stopping violence before it starts. Since Family Ties' origination the demand for services that recognize children as primary victims and provides trauma informed care at appropriate developmental levels while serving the needs of the entire family has now tripled due to the explosive growth flowing from Hwy 290 and Interstate 10. Family Ties' engages with multiple community partners in Waller County including: Waller ISD, Waller County DA's & Family Law office, Sheriff's Office, local PD's, TDPRS, House of Help, WARM, TXFNE(Texas Forensic Nurse Examiners), United Way along with several other community stakeholders. To accommodate the needs created Family Ties has expanded its services to include a Drop-in Center for youth to help prevent Sexual Exploitation and the Mueller House, a 12 bed, 12 bath facility for youth/young adult who have been victimized, ages 17-22 to provide a stop gap between homelessness, crime, and sexual exploitation has been open for three years and is currently at capacity. This transitional program has graduated 9 Seniors from High School and another 4 expected to graduate this year. The program has also supported 3 military enlistments, and 4 degree or certification seeking participants.

In addition, we have a partnership with United Way and have facilitated a Flexible Funding program for the past 6 years. This program supports families that are at risk of becoming homeless, are victims of crime, having difficulty maintaining utilities, unable to afford medical appointments and prescription needs, and other basic needs who reside in Waller County. From April of 2022 to date, Family Ties has received and administrated $442,000 to residence of Waller County which significantly impacted the county by supporting health and mental health, reducing homelessness, food instability, as well as reducing survival crime as basic needs are met. We are currently in the second year of our 2nd 3-year cycle of funding; however, these are passthrough funds and do not cover the costs to administrate.

At this time, we are requested the budgeted allocation for Family Ties in the amount of $20,000. All programs and services are intentional and are intended to provide true wrap-round services. Although our services are typically geared to providing victim services, with an emphasis on children, our agency is seen as a place where anyone in the community can come for help. Family Ties appreciates Waller County recognizing our commitment

by providing budgeted funds. If you have any questions or need further clarification of our request, please contact me. Family Ties' thanks the Commissioners Court for partnering with us in "Providing Hope Through Healing" and creating a community where violence in any form is not tolerated.

Best Regards,

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

AGREEMENT BETWEEN WALLER COUNTY AND
CASA for Kids of South Central Texas

WHEREAS, Waller County, Texas ("County"), a political subdivision of the State of Texas is authorized under Article III, Section 52 of the Texas Constitution to appropriate funds and transfer such fund to organizations under agreement with the County. Said agreements detail the public services to be accomplished with the funds, and

WHEREAS, County has the authority to enter into an agreement with CASA for Kids of South Central Texas ("CASA for Kids") for the recruiting, training and supporting of volunteer Court-Appointed Special Advocates to advocate in the Waller County courts for child survivors of abuse and neglect, and

WHEREAS, CASA for Kids, a non-profit organization established to recruit, train, and support CASA volunteers, desires to enter into such an agreement with Waller County.

IT IS THEREFORE AGREED THAT:

1. CASA for Kids will furnish recruiting training, and supporting of volunteer Court-Appointed Special Advocates to advocate in the Waller County courts for child survivors of abuse and neglect.

2. CASA for Kids will provide personnel that are adequately trained or certified.

3. County will transfer $15,000.00 to CASA for Kids for the stated purpose of recruiting, training and supporting volunteer Court-Appointed Special Advocates to advocate in the Waller County courts for child survivors of abuse and neglect.

TERM

The term of this agreement shall begin on January 1, 2026 and continue for one year until December 31, 2026. This agreement may be cancelled only upon thirty (30) days written notice given by the party wishing to cancel, showing good cause for the cancellation,

NOTICE

Any notice required under this agreement will be sent by regular U.S. mail, or hand delivery.

County: Honorable Carbett "Trey" J. Duhon III
Waller County Judge
836 Austin Street, Suite 4300
Hempstead, Texas 77445

CASA: Mandy Wright
Executive Director, CASA for Kids
1500 South Day Street
Brenham, Texas 77833

HOLD HARMLESS

CASA for Kids shall indemnify and hold harmless the County and its agents and employees from all suits, actions, or claims of any type, brought on account of any injuries or damages sustained by any person or property, arising out of the acts of CASA for Kids, its agents or employees in the performance of this agreement.

LIABILITY INSURANCE

CASA for Kids will furnish to the County a copy of its Certificate of Liability Insurance stating the amount of liability insurance carried.

USE OF FUNDS

No monies paid by the County to CASA for Kids shall be expended for any purpose other than the recruiting, training and supporting volunteer Court-Appointed Special Advocates to advocate in the Waller County courts for child survivors of abuse and neglect.

RECORDS

CASA FOR Kids will keep detailed financial records and submit to Waller County Commissioners' Court an annual financial report itemizing all income and expenditures.

All books and records of CASA for Kids will be open for audit, during normal business hours, to the Waller County Auditor and any others with written authorization from the Auditor.

AGREEMENT

This document contains the entire agreement of the parties. No changes will be effective except upon written amendment entered into by both parties.

CASA FOR KIDS:

_____

Mandy Wright
Executive Director

Date: _____

WALLER COUNTY

_____

Carbett "Trey" J. Duhon III
County Judge

Date: _____

CASA
Court Appointed Special Advocates
FOR CHILDREN
CASA FOR KIDS OF SOUTH CENTRAL TEXAS

February 23, 2026

County Judge Carbett "Trey" J. Duhon, III
836 Austin St. Suite 203
Hempstead, TX 77445

Dear Judge Duhon and Commissioners,

Please accept this letter as a request for the $15,000 that was approved in the 2026 Waller County budget for CASA for Kids of South Central Texas.

This funding helps cover the cost of recruiting, training, and supporting Court Appointed Special Advocate (CASA) volunteers, who ensure every child's voice is heard in court, at school and in our community.

Your continued support is greatly appreciated. Our goal remains 100% advocacy, for every child that is removed from their home and placed in CPS custody to have their very own CASA. These funds will allow us to continue our mission of breaking the cycle of abuse, thereby strengthening our community.

Please do not hesitate to contact me should you have any questions.

In the Best Interests of the Children,

Mandy Wright
Executive Director

STATE OF TEXAS
COUNTY OF WALLER

AGREEMENT BETWEEN WALLER COUNTY, TEXAS AND FORT BEND SENIORS, MEALS ON WHEELS & MUCH MUCH MORE, INC. FOR MEAL DELIVERY SERVICES

This Agreement to provide funding to benefit the seniors of Waller County, Texas ("Agreement") is entered into on the date of the last signature affixed hereto ("Effective Date") by and between Waller County, Texas ("County"), a political subdivision of the State of Texas, and Fort Bend Seniors, Meals on Wheels & Much Much More, Inc ("Fort Bend Seniors"), a Texas corporation, with its principal place of business at 1330 Band Road, Rosenberg, Texas 77471 (each referred to individually as "Party" and collectively as "Parties").

WHEREAS, the Southeast Texas Housing Finance Corporation ("SETH") awarded the County a $50,000 grant to be used for affordable housing and/or related services (the "Grant");

WHEREAS, the County finds that providing nutritious meals for low to moderate income seniors in Waller County is a service related to affordable housing services because it enables seniors to use limited resources to secure stable housing;

WHEREAS, the County has allocated a total of $15,000.00 from the Grant to be distributed over a period of five (5) years at $3,000.00 per year to support the Meals on Wheels program operating in Waller County, which is administered by Fort Bend Seniors;

WHEREAS, the County and Fort Bend Seniors wish to enter into this Agreement to clarify and make explicit the rights, duties, and responsibilities between the Parties; and

WHEREAS, both the County and Fort Bend Seniors have the intent to comply with all applicable laws relative to the Agreement;

NOW, THEREFORE, the Parties agree that the foregoing is true and correct, and further mutually agree as follows:

SECTION 1. AGREEMENT

1.1 Services to be Performed: Fort Bend Seniors will deliver nutritious meals to seniors living in Waller County, Texas on a periodic basis.

1.2 Meal Delivery: Fort Bend Seniors will utilize funding provided under this Agreement to provide services only to residents of the County.

1.3 Personnel: Fort Bend Seniors will provide personnel that are adequately trained or certified, and any labor, equipment, fuel, and any other item or service necessary to provide services hereunder.

1.4 Annual Report: Fort Bend Seniors shall keep detailed financial records and shall submit to the County an annual financial report itemizing all income and expenditures.

1.5 Conference and Cooperation: Fort Bend Seniors shall confer with the County on an as needed basis to ensure the services are performed satisfactorily, and to make any necessary or requested adjustments.

1.6 Compliance with Applicable Law: Fort Bend Seniors shall comply with all applicable laws, statutes, ordinances, rules, regulations, standards, and codes which may affect performance of this Agreement.

1.7 County's Funding Obligation: The County's obligation to provide funds hereunder is conditioned on the County's ability to use the Grant funds for such funding. In the event SETH determines the Grant funds cannot be used for the purposes contemplated hereby, the County may terminate this Agreement without penalty.

SECTION 2. PAYMENT

2.1 Compensation: In consideration of the goods and services to be provided by Fort Bend Seniors under the terms of this Agreement, the County shall make one payment per Waller County fiscal year to Fort Bend Seniors in the amount of three thousand dollars ($3,000.00) for a period of five (5) years. The Waller County fiscal years begins on January 1st and ends on December 31st. The total amount to be paid under this Agreement shall not exceed fifteen thousand dollars ($15,000.00).

2.2 Invoice: Fort Bend Seniors shall submit an invoice to the County once per fiscal year.

2.3 Payment: The County agrees to pay Fort Bend Seniors in the amount identified in Section 2.1 according to the terms and conditions of this Agreement. The County shall pay all valid invoices in accordance with Texas Government Code Chapter 2251. The County will not pay an invoice in full if there is a dispute about the accuracy of the invoice.

SECTION 3. TERM AND TERMINATION

3.1 Agreement Term: The term of this Agreement shall begin on the Effective Date, and continue for a period of five (5) years (the "Term"), or until otherwise terminated in accordance with this Agreement.

3.2 Automatic Termination: This Agreement shall automatically terminate upon complete performance of the terms and conditions of the Agreement by each Party, or otherwise in accordance with its terms.

3.3 Termination for Failure to Perform: Either Party may terminate this Agreement if the other Party fails to perform in accordance with the terms of this Agreement, provided that the failure to perform is at no fault of the terminating Party. Fort Bend Seniors shall be responsible for any expenses it incurs after the date of termination.

3.4 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Agreement without notice and without the opportunity to cure if Fort Bend Seniors, or any of its parent or subsidiary business entities responsible for providing services under the Agreement, become insolvent or files any petition for bankruptcy.

3.5 Termination for Cause or Convenience: The County may terminate this Agreement for cause or convenience, and without penalty, by providing written notice to Fort Bend

Seniors in accordance with Section 3.6. The notice must state the reasons for such termination. The Agreement will continue in force during the 30 day notice period.

3.6 Notice of Termination: The terminating Party shall provide 30 days written notice of termination to the other Party as provided in Section 12.14.

3.7 Opportunity to Cure: A Party receiving notice of termination for failure to perform in accordance with the terms of this Agreement shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party's satisfaction. If no cure is made, the Agreement will terminate on the date specified in the written termination notice, or if no date is specified, on the thirtieth (30^{th}) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.

3.8 Termination Without Penalty: Fort Bend Seniors shall not be entitled to any damages, whether direct or indirect, should the County choose to exercise its option to terminate.

SECTION 4. NO EXCLUSION OR PAYMENT

4.1 No Exclusion or Payment: Fort Bend Seniors understands and agrees that this Agreement does not create an exclusive right for Fort Bend Seniors to provide the services contemplated by this Agreement.

SECTION 5. RECORDS AND AUDITS

5.1 Records and Audits: The County and the Waller County Auditor shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Fort Bend Seniors involving transactions relating to this Agreement. The County shall give Fort Bend Seniors reasonable advance notice of intended inspections or audits. Fort Bend Seniors shall maintain records necessary for the County or the County Auditor to complete an audit, and to comply in all respects with any request by the County or the County Auditor for records and documents for the purpose of performing an audit.

SECTION 6. INTERPRETATION

6.1 Interpretation: This Agreement controls over any other document, order form, purchase order, terms, or conditions in regard to the services to be performed hereunder. In the event of any disputes over the meaning or application of this Agreement, it shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

SECTION 7. SITE INSPECTION AND COORDINATION

7.1 Site Inspection and Coordination: Fort Bend Seniors represents that it is thoroughly acquainted with all matters relating to the performance of this Agreement. All services under this Agreement shall be coordinated under, and performed to the satisfaction of the County.

SECTION 8. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS.

8.1 Permits; Compliance with Laws and Regulations: Fort Bend Seniors shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the services prior to executing this Agreement. Fort Bend Seniors shall perform its obligations pursuant to this Agreement in accordance with

all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the services to be performed.

SECTION 9. INDEPENDENT CONTRACTORS.

9.1 Independent Contractors: In performing the services under this Agreement, Fort Bend Seniors and its employees are independent contractors. Fort Bend Seniors shall exercise independent judgment in performing its duties under this Agreement, in cooperation with the County, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Agreement or act of the Fort Bend Seniors in the performance of this Agreement shall be construed as making Fort Bend Seniors or its employees an agent, servant, or employee of the County in any capacity or form.

SECTION 10. INDEMNITY.

10.1 INDEMNITY: THE FORT BEND SENIORS SHALL INDEMNIFY AND SAVE HARMLESS COUNTY AND ITS AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION, BROUGHT OR MADE FOR OR ON ACCOUNT OF, ANY INJURIES, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF FORT BEND SENIORS OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

SECTION 11. INSURANCE REQUIREMENTS

11.1 Insurance Limits and Required Certificates: Fort Bend Seniors shall provide the County with certificates of insurance evidencing compliance with the requirements of this Section. The certificates shall indicate the name of Fort Bend Seniors, Meals on Wheels & Much Much More, Inc., the name of the insurance company, the policy number, and the term and limits of coverage. The insurance coverage must be with a company authorized to do business in the State of Texas, and shall be of the following types and limits:

a. Workers Compensation in accordance with the laws of the State of Texas.

b. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

c. Comprehensive general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policy holder.

d. Business Automobile Liability coverage for owned, non-owned, and hired vehicles, with minimum limits of not less than $1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

11.2 Certificates of Insurance: Fort Bend Seniors shall provide the County with certificates of such insurance upon request.

11.3 No Decrease in Liability: The County's acceptance of the certificates of insurance shall not relieve or decrease Fort Bend Seniors' liability.

11.4 No Cancellation or Modification: Fort Bend Seniors shall not cancel or modify the insurance coverages required by this Agreement without providing thirty (30) days written notice to the County. Fort Bend Seniors shall not allow a lapse in the insurance coverage specified in this Agreement during the Term.

SECTION 12. MISCELLANEOUS PROVISIONS

12.1 Recitals: The Recitals are incorporated into this Agreement.

12.2 Jurisdiction and Venue: This Agreement is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Agreement shall be in a court of competent jurisdiction in Waller County, Texas. This Agreement is made and is to be performed in Waller County, Texas.

12.3 Appropriation of Funds: Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Anticipated orders or other obligations that may arise past the end of the current Waller County fiscal year shall be subject to budget approval. Any contract that extends beyond the current Waller County fiscal year is contingent upon the appropriation of funds from the relevant budget and fiscal year. If for any reason funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. Fort Bend Seniors shall be responsible for all expenses occurring after the date of termination.

12.4 No Waiver: No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The County's failure to require strict performance of any provision of this Agreement does not waive or diminish the County's right thereafter to demand strict compliance with that or any other provision. The County's waiver or failure to exercise in any respect any right provided for in this agreement shall not be deemed a waiver of any further right under this agreement. The County and its employees, officers, and officials do not waive, modify, or alter to any extent any of their defenses, immunities, or remedies.

12.5 Force Majeure: Neither Party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of services resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications, or Internet equipment or service, or other catastrophes, or any other occurrences which are reasonably beyond a Party's control. The Parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the Party seeking relief under this provision. The Party seeking relief due to force majeure is required to promptly notify the other Party in writing, citing the details of the force majeure event and the relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed,

provided the Agreement has not been terminated. Delay or failure of performance, by either Party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. If Fort Bend Seniors is relieved from performance due to force majeure, the County will also be excused from making payment to the Fort Bend Seniors during the period of nonperformance.

12.6 Severability: If any provision of this agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the agreement shall be valid and enforceable to the maximum extent possible.

12.7 Entire Agreement: This Agreement, together with all of its exhibits, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Agreement. The Agreement may not be modified, altered, or amended except by written instrument duly executed by both Parties.

12.8 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Agreement.

12.9 Other Expenses: Except as otherwise expressly set forth in this Agreement, each of the parties will bear its own expenses in connection with the performance contemplated by this Agreement.

12.10 No Arbitration: A dispute arising under this Agreement shall not be subject to arbitration.

12.11 No Third-Party Beneficiaries: This Agreement does not inure to the benefit of any third party, except permitted successor or assigns.

12.12 Authority to Sign: Signatories to this Agreement represent and warrant that they have the authority to bind the respective parties.

12.13 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Fort Bend Seniors shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Agreement. The County will make good faith efforts to promptly notify Fort Bend Seniors if any such information is requested in a public information request, subpoena, or other method so Fort Bend Seniors may argue against the release of such information. Fort Bend Seniors recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Fort Bend Seniors further agrees that the County may furnish information acquired through or pursuant to this Agreement and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Fort Bend Seniors in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.

12.14 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Agreement shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Waller County Judge
836 Austin St., Suite 4300
Hempstead, Texas 77445

To Fort Bend Seniors:

Attn: [NAME]
Fort Bend Seniors Meals on Wheels
P.O. Box 1488
Rosenberg, Texas 77471

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been entered into as of the last date of signature affixed hereto.

COUNTY	**FORT BEND SENIORS**
WALLER COUNTY, TEXAS a political subdivision of the State of Texas	**FORT BEND SENIORS, MEALS ON WHEELS & MUCH MUCH MORE, INC.** a Texas corporation
Carbett "Trey" Duhon, III County Judge	Doug Simpson Chief Executive Director
Date	3-16-2026 Date
ATTEST	**ATTEST**
Debbie Hollan County Clerk	NAME Kristie Phillips TITLE Director of Development

THE STATE OF TEXAS §

COUNTY OF WALLER §

URBAN COUNTIES MEMBERSHIP RESOLUTION

A RESOLUTION OF WALLER COUNTY, TEXAS, JOINING THE TEXAS CONFERENCE OF URBAN COUNTIES AND AUTHORIZING NECESSARY EXPENDITURES FOR MEMBERSHIP DUES ~~Urban Counties Membership Resolution~~

WHEREAS, Waller County appreciates the need for urban county officials to work together to address the needs of rapidly growing counties in the state of Texas; and

WHEREAS, The Texas Conference of Urban Counties ("CUC") was established in 1975 to represent the interests of the urban counties in Texas and is reliant on member participation to continue to be effective in impacting state policy decisions; and

WHEREAS, CUC continues to be a strong voice for urban county officials in the state policy making process as an advocate for county government that is more effective, more efficient, and more accountable to the people of Texas; and

WHEREAS, CUC provides urban county officials with real time analysis of legislative and state agency actions that impact urban counties; and

WHEREAS, CUC provides urban county officials with numerous continuing education opportunities tailored to their needs; and

WHEREAS, Waller County has found that participation in CUC will be of great benefit to Waller County and to urban counties in general;

NOW, THEREFORE BE IT RESOLVED, that the Commissioners Court of Waller County, Texas ~~,~~ hereby elects to become a member of the Texas Conference of Urban Counties, and authorizes necessary expenditures for membership dues.

ADOPTED, this 15th day of April, 2026, by the vote of the Commissioners Court of Waller County, Texas.

_____

_____

Carbett "Trey" J. Duhon III
County Judge

ATTEST:

_____

Debbie Hollan
County Clerk

TEXAS Conference of Urban Counties

Chairperson
Judge David Blackburn
Bell County

Chairperson-Elect
Comm. Justin Rodriguez
Bexar County

Immediate Past Chair
Judge Eddie Treviño Jr.
Cameron County

Vice-Chairpersons

Comm. David Stout
El Paso County

Comm. Bo Alfred
Jefferson County

Comm. Dana Macalik
Rockwall County

Comm. Adrian Garcia
Harris County

Comm. Susan Fletcher
Collin County

Directors
Comm. Will Jones
McLennan County

Comm. Brigid Shea
Travis County

Executive Director
John B. Dahill

Policy Director
Adam P. Haynes

Member Counties
Bell · Bexar
Brazoria · Brazos
Cameron · Chambers
Collin · Comal
Dallas · Denton
Ellis · El Paso
Fort Bend · Galveston
Grayson· Harris
Hays · Hidalgo
Jefferson · Johnson
Kaufman · Lubbock
McLennan · Midland
Nueces· Potter
Randall · Rockwall
Smith · Tarrant
Travis · Webb
Williamson · Wise

500 West 13th Street
Austin, TX 78701

512.476.6174

www.cuc.org

April 3, 2026

Hon. Carbett “Trey” J. Duhon, III
Waller County Judge
Via Email: t.duhon@wallercounty.us

Re: **Consideration of Membership in the Texas Conference of Urban Counties (CUC)**

Dear Judge Duhon:

I’m pleased to invite Waller County to join other urban and urbanizing counties in membership in the Texas Conference of Urban Counties.

The Texas Conference of Urban Counties was formed 50 years ago by the six most populous counties in Texas to provide a forum for urban county commissioners court members to discuss county government issues and forge a united front in working with state officials in the state policy-making process. In recent years, other less populous urban and urbanizing counties have recognized the benefit of joining the association; today, 34 member counties represent nearly 80% of the population of Texas.

The Texas Conference of Urban Counties provides three main programs of value to urban county officials:

1) The **Intergovernmental Relations Program** (IGR) is the central focus of CUC activities. We have a team of experienced individuals who review each of the thousands of bills filed each legislative session, identify those that may impact county government, and track those through the legislative process. Our team attends every hearing at which bills of interest are heard and provides testimony as necessary regarding the impacts on county governments and their constituents. The team also spends innumerable hours advancing the public policy objectives of our membership as set by the CUC Policy Committee by engaging directly with legislators and state leaders. In addition to advancing the interests of the urban counties in the legislative process, the IGR Program provides the Policy Analysis Project, whereby all proposed legislation, attorney general opinions, and proposed administrative rules are reviewed for county relevance.

2) The **Education Program** provides continuing education events specifically tailored to the needs of urban county officials. During the Legislative Session, our membership luncheons in Austin qualify for continuing education credit for county commissioners. The annual

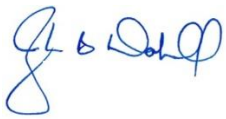
Urban Counties Education and Policy Conference also provides a substantial number of credit hours. Our 2026 conference will be held on South Padre Island May 6-8, 2026. Attached is an email to CUC members with registration and hotel information.

3) The **Member Services Program** provides additional services of value to urban county officials. This includes the Clippings Service, which provides a daily e-mail collection of Texas media articles on urban county issues, and Urban County Newsletters, which analyze and update important issues and state policy developments.

The current dues formula is $3,000 + $0.03284 per county resident, based on population estimates published by the Texas Demographic Center. The full amount of dues for FY 2026 for Waller County would be $5,115, but prorated to April 1 that amount is $2,557.50.

To learn more about our meetings, programs, clippings service, bulletins, and other services, you may contact Windy Johnson (windy@cuc.org), who is ready to provide any additional information or assistance. I may always be reached on my cell phone: 214-907-4603 or at john@cuc.org.

Sincerely,



John B. Dahill
Executive Director

Attachments:

CUC Bylaws
Sample Membership Resolution
2026 Annual Education & Policy Conference email

RESOLUTION
NOMINATION FOR BOARD OF DIRECTORS
WALLER COUNTY APPRAISAL DISTRICT

WHEREAS, Waller County Commissioners' Court met in Regular Session on April 1, 2026 at 9:00 a.m. in the Waller County Courtroom, Hempstead, Texas; and

WHEREAS, Waller County Commissioners' Court voted to nominate _____ as candidate for the Board of Directors of the Waller County Appraisal District: and

WHEREAS, this nomination will be to replace the remaining term vacated by _____Tim Junek_____; and

NOW THEREFORE, BE IT RESOLVED that **WALLER COUNTY** passed and approved to nominate _____ as their candidate for the Board of Directors of the Waller County Appraisal District.

_____
Carbett "Trey" J. Duhon III
Waller County Judge

_____
John A. Amsler, Commissioner Pct.1

_____
Walter E. Smith, Commissioner Pct. 2

_____
Kendric D. Jones, Commissioner Pct. 3

_____
Justin Beckendorff, Commissioner Pct. 4

STATE OF TEXAS

COUNTY OF WALLER

SAMPLE ORDER AUTHORIZING CINCO DE MAYO FIREWORKS SALES

WHEREAS, the Commissioners Court of Waller County is authorized under Occupations Code Section 2154.202(g)(3), to issue an order allowing retail fireworks permit holders to sell fireworks to the public in celebration of Cinco de Mayo; and

WHEREAS, on the 15th day of April, 2026, the Commissioners Court of Waller County has determined that conditions are favorable to issue such an Order;

NOW, THEREFORE, the Commissioners Court of Waller County adopts this Order authorizing the sale of fireworks to the public by retail fireworks permit holders during the Cinco de Mayo period beginning May 1, 2026 and ending at midnight May 5,2026, subject to the following restrictions:

a. This order expires on the date the Texas A&M Forest Service determines drought conditions exist in the county or midnight, May 5, 2026, whichever is earlier.

Approved this the 15th day of April, 2026, by the Waller County Commissioners Court.

_____

County Judge